



TOWN OF CORNELIUS

Cornelius Town Hall

BOARD OF COMMISSIONERS

August 21, 2017

Agenda

PRE-MEETING - 5:45 PM

- 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. PRESENTATIONS
 - A. Bond Projects Update
6. MAYOR/COMMISSIONERS/MANAGER REPORTS
7. CITIZEN CONCERNS/COMMENTS
8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL
 - A. TA 05-17 Auto Sales Overlay Amendment - Archer Holdings
 - B. TA 06-17 Election Signs
 - C. TA 07-17 Subdivision Definition Clarification for Public Streets by NCDOT/Town
 - D. TA 08-17 Additional Public Hearing for CZ Process
9. CONSIDERATION OF APPROVAL
 - A. Planning Board Chairman Appointment
 - B. Resolution for Surplus Property
 - C. Code of Ordinances - Title 7, Chapter 71 Parking Regulations
 - D. Contract for New Public Works Building
 - E. Capital Project Ordinance Public Works Facility
10. NEW BUSINESS
 - A. NCDOT Prioritization 5.0
11. COMMISSIONER CONCERNS
12. 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: August 21, 2017

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Closed Session:

1. Discuss a contractual matter under attorney-client privilege
2. Discuss a personnel matter

Manager's Recommendation:

Hold a closed session.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager


Action Requested:

Hear an update on the various bond projects.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
 Bond_Update_8.10.17_FINAL.pdf	Bond Update	Cover Memo



**Town of Cornelius
Bond Update
August, 2017**

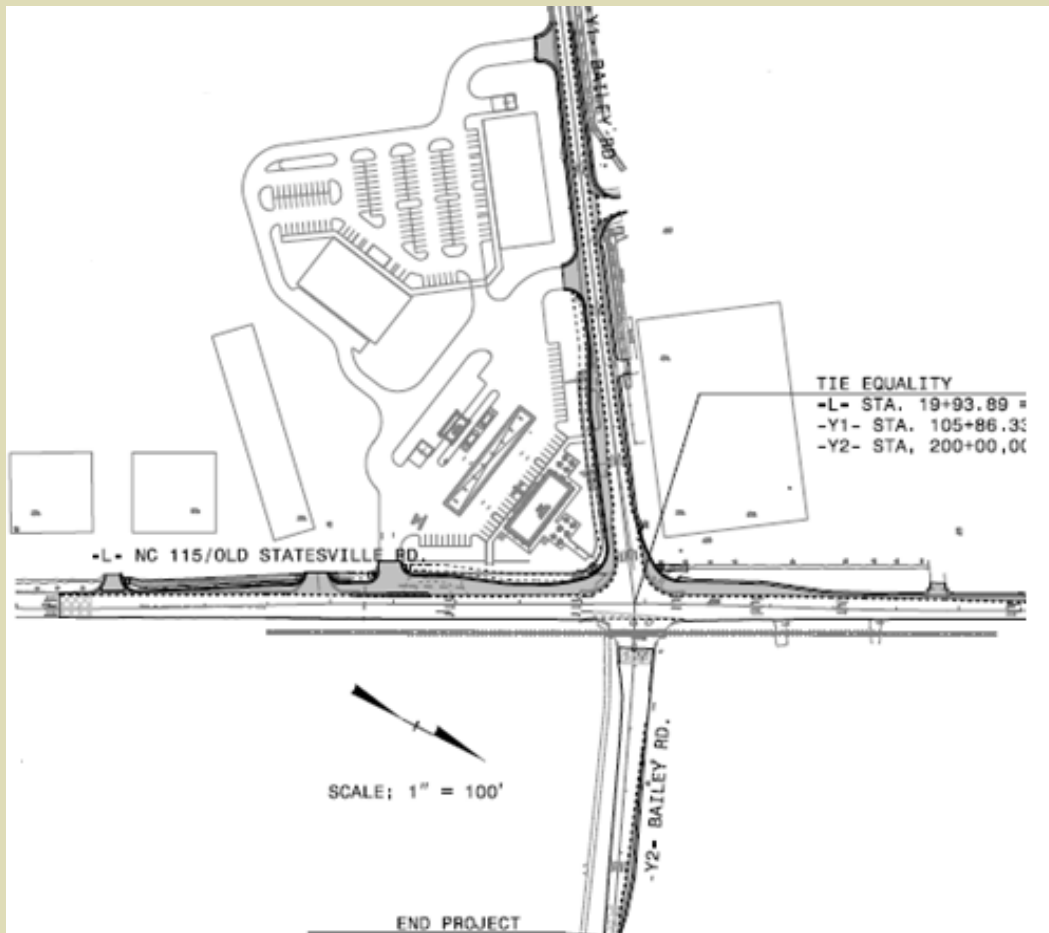
Referendum Results

- Roads, Intersections, & Sidewalks (\$11.15 mil)
 - Pass rate 81.38% in favor
- Parks and Recreation (\$5.25 mil)
 - Pass rate 72.09% in favor
- Town Center Redevelopment (\$4 million)
 - Pass rate 67.38% in favor

Phase I Budget Totals

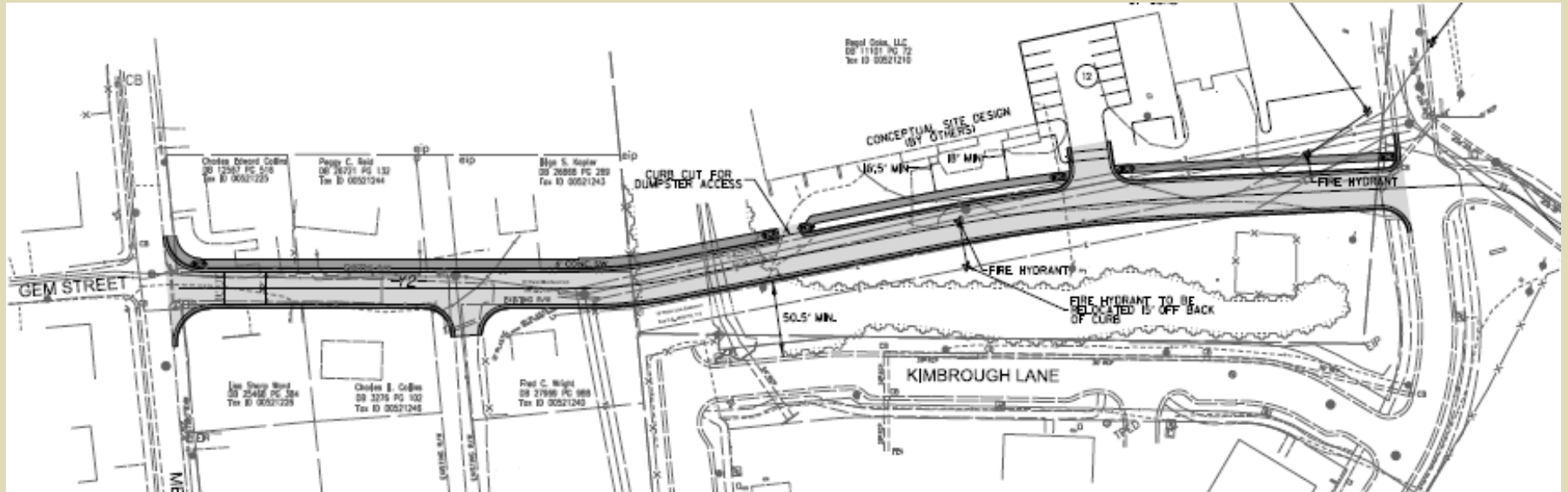
- PARC Bonds
 - Total Budget: \$4,262,000
 - Total Spent: \$2,355,825
 - Percent Spent: 55.28%
- Road Bonds
 - Total Budget: \$5,488,000
 - Total Spent: \$855,744
 - Percent Spent: 15.59%

Bailey Rd/Hwy 115 Improvements



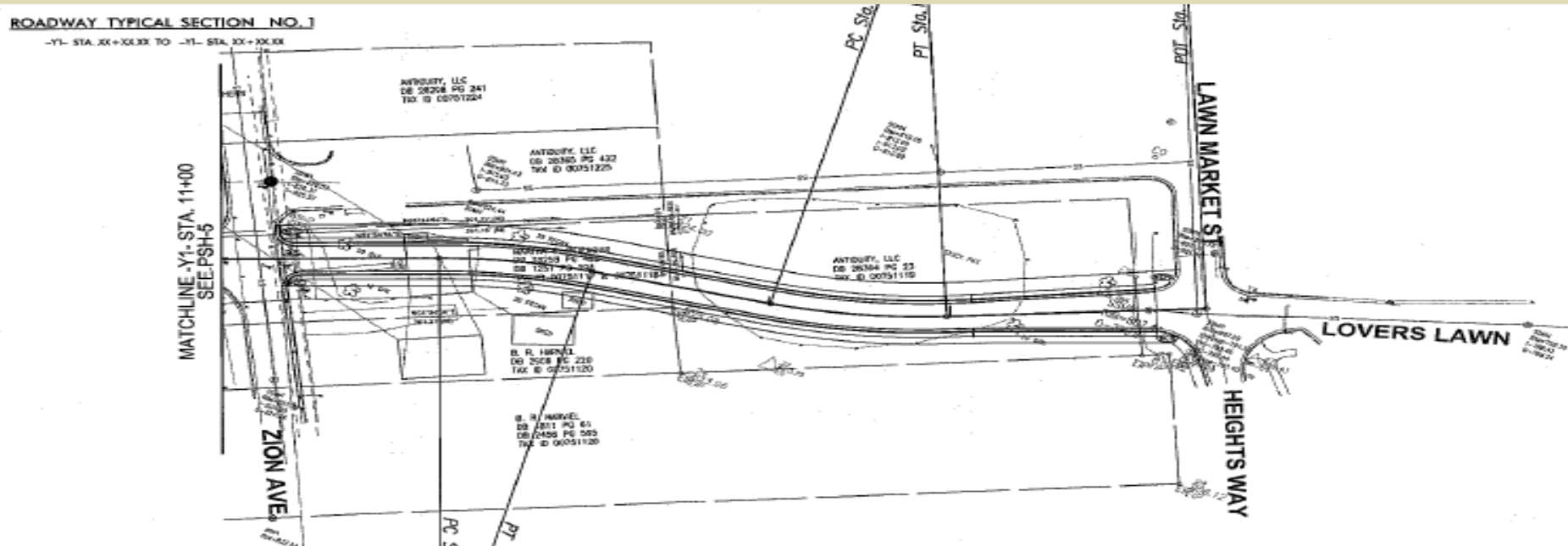
- Add/extend turn lanes to all approaches of the Bailey Rd & Highway 115 intersection
- Final Construction plans are currently being reviewed by NCDOT. Right-of-Way acquisition set to begin soon.
- Estimated cost: \$2.7M
- Total Spent: \$177,372
- Project Schedule
 - Right-of-Way Summer 2017
 - Construction Spring 2018

Gem Street Extension



- Extend Gem Street to Oak Street (additional improvements to Willow St.)
- Estimated cost (Gem + Hickory): \$1.64M
- Total Spent: \$554,131
- Project Schedule:
 - Property Acquisition will begin Winter 2017
 - Construction to start Summer 2018

Hickory St. Extension



- Extend Hickory St. to Lovers Lawn Trace
- Estimated cost (Gem + Hickory): \$1.64M
- Total Spent: \$554,131
- Project Schedule
 - Construction started May 2017
 - Completion Fall 2017

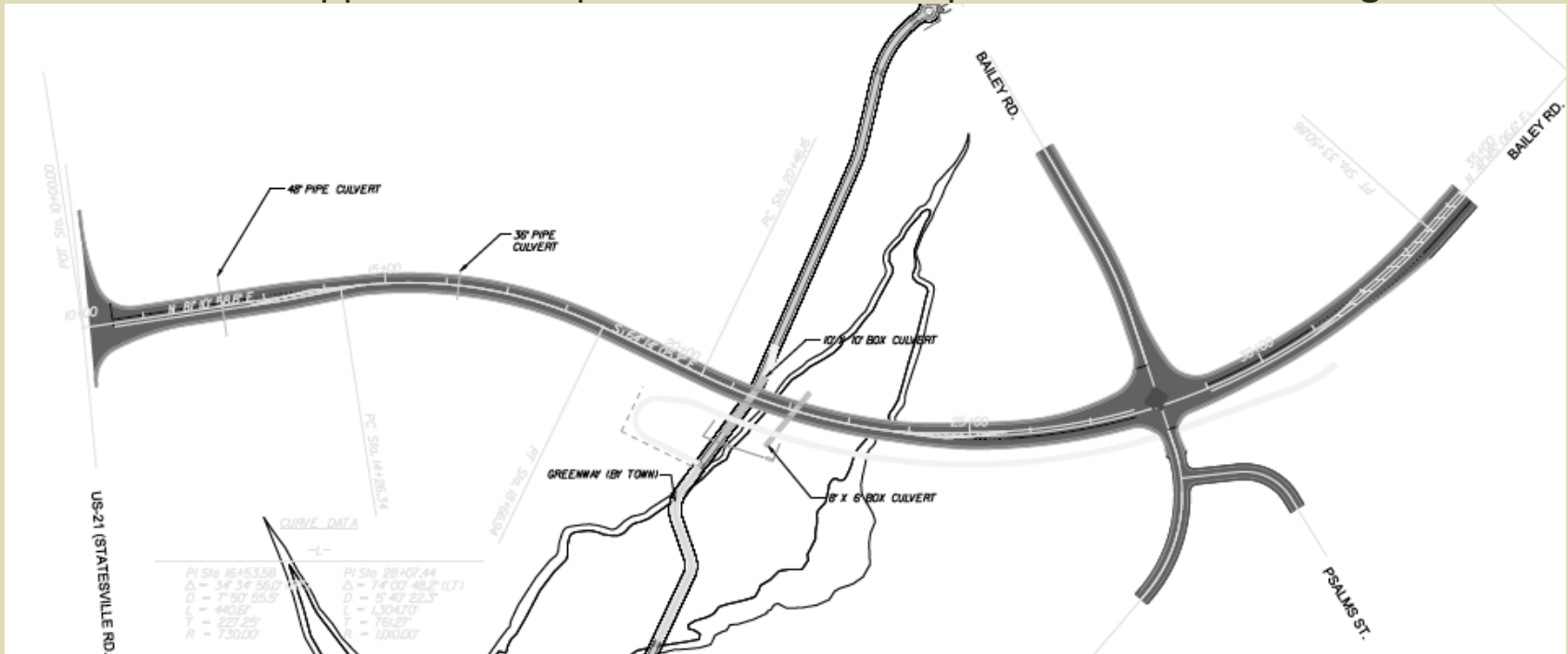
Nannie Potts Lane Connector

- Connect Smith Circle to Highway 21. (no neighborhood connection)
- Estimated cost: \$1.17M
- Total Spent: \$82,768
- Project Schedule
 - After numerous community/neighborhood meetings construction drawings are nearing completion.
 - Finalizing reviews by Army Corps of Engineers
 - Right-of-Way acquisition underway
 - Construction Fall/Winter 2017



Bailey Road Extension

- Conceptual design underway and alignment options are under review relative to NCDOT & TRANSCO scoping discussion regarding the existing pipeline in the vicinity.
- Conceptual Design Budget: \$84,140
- Total Spent: \$41,473
- Town applied for and was awarded a STBG-DA grant
- Cost estimate is \$7.19 million; \$3.52 million from STBG-DA grant; \$3.67 million Town match.
- Phase 2 of the approved Transportation Bonds is a potential match funding source.



Bailey Road Park

Trails & Soccer Parking Lot Paving

- Scope: Add new exit drive from soccer parking lot and 20 new parking spaces. Repave existing asphalt trails.
- Total Spent: \$147,000
- Schedule: **COMPLETED FALL 2015**



Bailey Road Park

Tennis & Basketball Court Renovation

- Scope: Repave 3 existing tennis and 2 existing basketball courts.
- Total spent: \$166,000 including \$13,000 USTA Grant
- Schedule: **COMPLETED FALL 2015**



Multi-Park Restroom Renovations

- Scope: Renovate restrooms at Smithville, Torrence Chapel, Legion and Bailey Rd. Parks. Increase storage and add splash pad pump room at Smithville Park.
- Total spent: \$411,000
- Schedule: **COMPLETED FALL 2015**



Cornelius Elementary School Neighborhood Park

- Scope: 4 new T-ball fields, 2 new flag football fields, irrigation, lighting, ¼ mile walking trail, restroom and basketball court.
- Total Spent: \$1,400,000
- Schedule: **COMPLETED FALL 2016**



Caldwell Station Creek Greenway

- Scope: 2.6 mile greenway from Hwy 115 and Bailey Road to Hwy 21
- Budget: \$4,150,000; \$250,000 2013 park bond, \$735,000 town general fund, \$3,165,000 grant
- Total Spent: \$4M +/-
- Schedule: **COMPLETED SPRING 2017**



Antiquity Greenway

- Scope: 0.6 miles of greenway from North Zion Ave to South Prong Greenway
- Estimated cost: \$1.11M; \$210,000 2013 park bond, \$840,000 NCDOT grant, \$60,000 CTT grant
- Total Spent: \$92,000
- Schedule: **COMPLETE SUMMER 2018**



South Bailey Road Greenway

- Scope: 0.5 miles of greenway from Bailey Road to South Prong Greenway
- Estimated cost: \$1.4M; \$80,000 2013 park bond, \$1.32M Mecklenburg County, Total Spent: \$47,000
- Schedule: **Complete FY 21**



McDowell Creek Greenway

- Scope: 1.6 miles of greenway from Westmoreland Road to Catawba Avenue
- Estimated cost: \$2,580,000; \$1,380,000 2013 park bond, \$1,200,000 grant
- Total Spent: \$190,000
- Schedule: **COMPLETE SPRING 2019**



Phase II Bonds

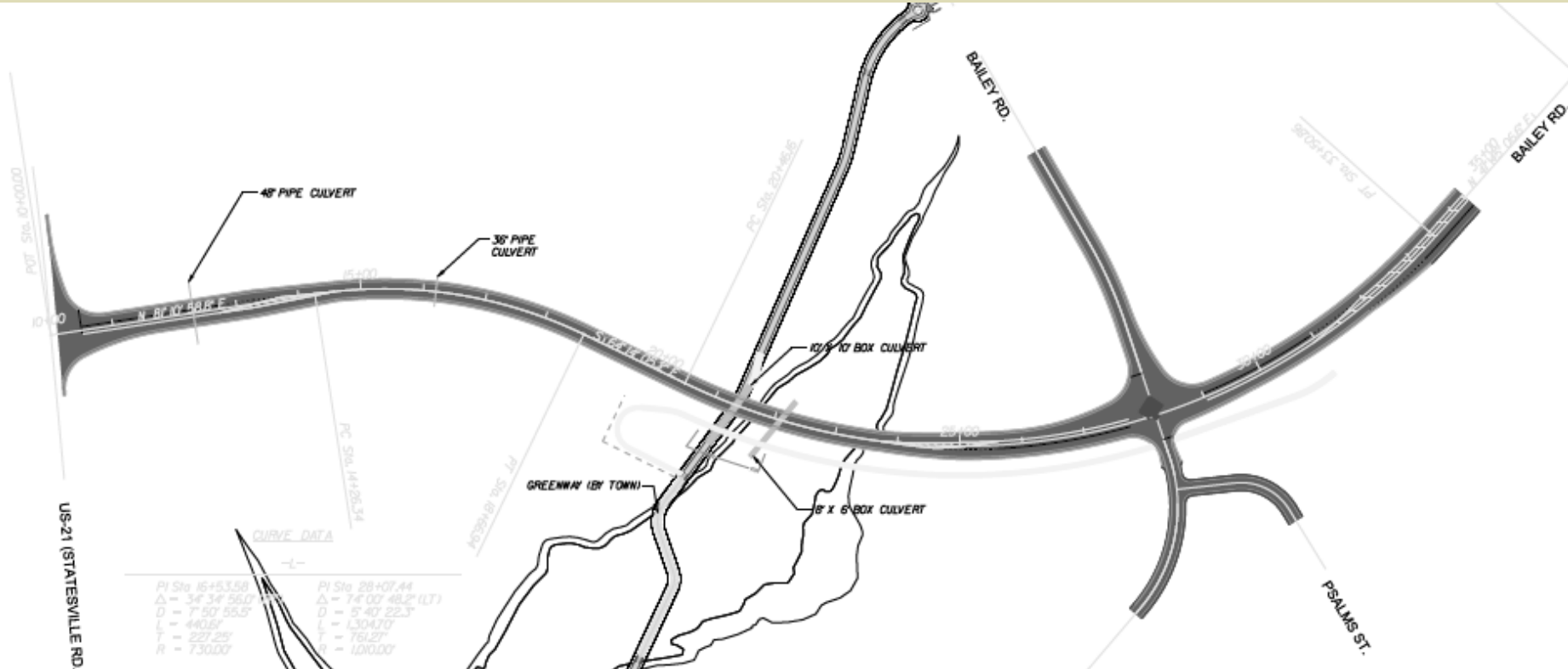
Street Bonds	Park Bonds	Town Center Redevelopment Bonds
\$5,665,000	\$1,050,000	\$4,000,000
Bailey Rd. Extension/Misc. Projects	Smithville Park/JV Washam Elementary Greenway	Cornelius Arts & Community Center

Tentative Phase II Bond Sale Calendar

May 20, 2018	Information due from the Town to LGC
June 1, 2018	LGC forwards 1 st draft of official statement to working group
June 6, 2018	Due diligence conference call
June 21,2018	Finalize preliminary official statement
June 22,2018	Forward electronic preliminary official statement to LGC
July 2, 2018	Sale date
July 23, 2018	Closing/delivery

Bailey Road Extension

- Scope: Extension of Bailey Road
- Estimated cost: \$7.19 million (\$3.52 million STBG-DA Grant, \$3.67 million Town Match)
- Total Spent: \$41,473 (Conceptual Design)
- Schedule: Construction 2021 (Grant funds available FFY2021)

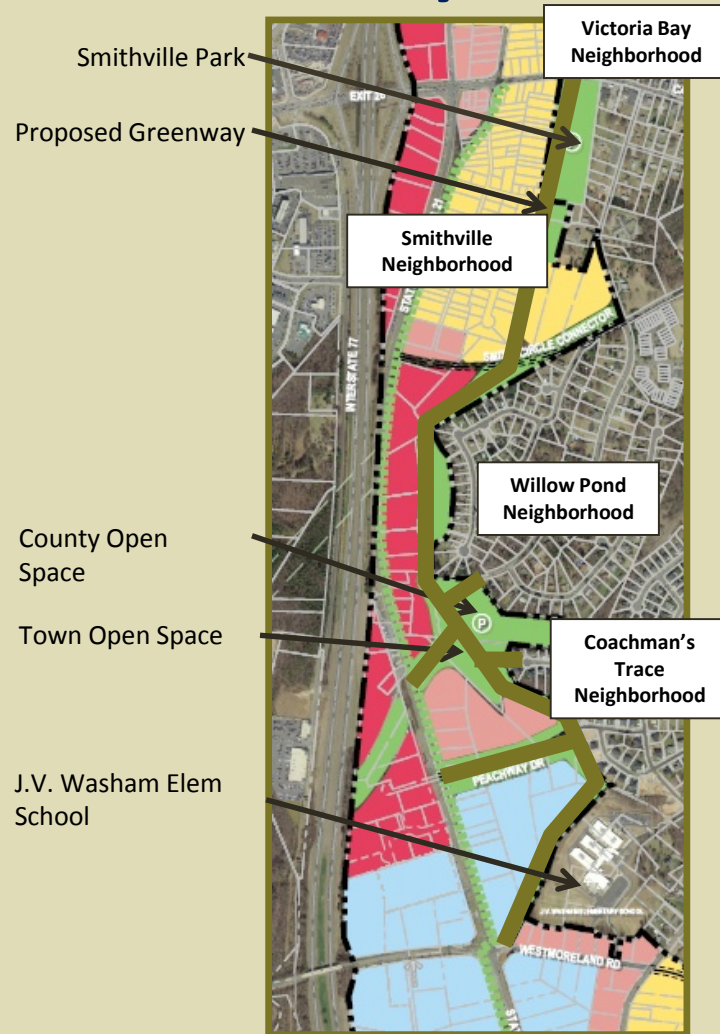


Potential Phase II Road Bond Projects

- Bailey Rd. Extension Local Match (\$3.67M)
- Highway 115/Hickory Street Intersection Improvements local match (\$430,000)
- West Catawba Phase II local match (\$1.2M)
- Highway 21 Roundabout local match (\$452K)
- Northcross Dr. Extension local match (\$2.5M)
- Jetton Rd. Extension/Sefton improvements (TBD)
- I-77 Service Rd. to Westmoreland (\$736K)
- Westmoreland Interchange (TBD)

Smithville Park/JV Washam Elementary School Greenway

- Scope: 1.8 miles of greenway from Catawba Ave to Westmoreland Road
- Estimated cost: \$3.11M; \$1,050,000 phase II July 2018 park bond sale, \$660,000 FY 18 budget, \$1,400,000 grant
- Total Spent: \$0
- Schedule: **COMPLETE FALL 2020**



Cornelius Arts & Community Center

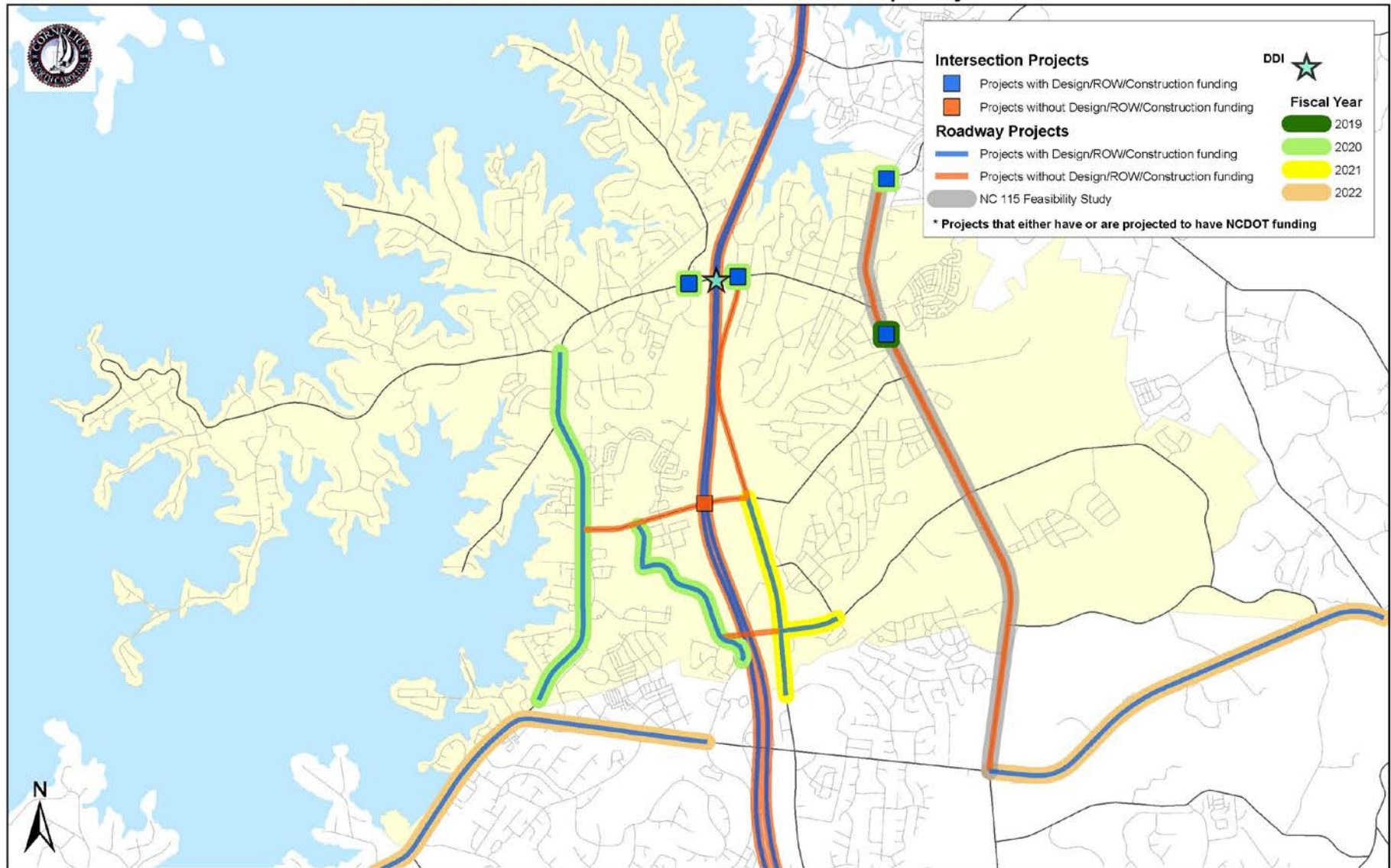


- Scope: Arts and Community Center
- Budget: \$4,000,000 Phase II bond sale
- Total Spent: \$0
- Schedule: **TBD**



**Town of Cornelius
Potential Future Bonds
August, 2017**

Active NCDOT Intersection and Roadway Projects *



Active NCDOT Intersection and Roadway Projects

Active NCDOT Intersection and Roadway Projects
Projects that either have or are projected to have NCDOT Funding (excluding I-77 Managed Lanes Project)

Project	EST. Construction Commencement	Non-Town Funds Roadway	Type of Funds	Town Funds Roadway	Town Funds Bike/Ped. Betterment	Total Town Funds Spent To Date*****	Total Project Funds (All Sources)
Hwy. 115/Hickory St. Intersection Improvement	FFY19	\$1,003,265	CMAQ	\$429,985	TBD**	\$0	\$1,433,250
Northcross Dr. Ext.	FFY20	\$5,720,000 \$2,000,000	STBG-DA BA	\$2,511,577	\$2,250,000	\$0	\$12,481,577
Hwy 21 Roundabout	FFY20	\$2,006,000 \$6,700,000	CMAQ BA	\$502,000	\$2,250,000	\$50,000	\$11,458,000
Torrence Chapel/West Catawba Ave Intersection Improvement	FFY20	\$5,000,000	BA	\$1,000,000*	\$1,305,000	\$0	\$7,305,000
Hwy 115/Davidson/Potts Intersections Improvement	FFY20	\$6,000,000	BA	\$0	\$950,000	\$0	\$6,950,000
West Catawba Ave Phase II	FFY20	\$32,200,000	Traditional STI funds	\$1,200,000	\$40,475,734 (U)	\$0	\$73,875,734
Bailey Rd. Extension (Poole Place Dr. to Hwy. 21)	FFY21	\$3,521,262	STBG-DA	\$3,664,943	TBD**	\$0	\$7,186,205
Hwy 21 Widening (A) (Northcross Ctr. Ct. to Westmoreland)	FFY21	\$23,800,000	Traditional STI funds	\$0	\$3,741,818	\$0	\$27,541,818
Hwy 73 Widening (Hwy. 115 to Davidson-Concord Rd.)	FFY22	\$19,800,000	Traditional STI funds	\$0	\$0	\$0	\$19,800,000
Hwy 73 Widening (Beatties Ford Rd to West Catawba)	FFY22	\$57,400,000	Traditional STI funds	\$0	TBD**	\$0	\$57,400,000
Hwy 73 Widening (West Catawba to Northcross)	FFY22	\$11,400,000	Traditional STI funds	\$0	TBD**	\$0	\$11,400,000
Bailey Rd. Flyover	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Hwy 115 Corridor Improvement (Washam Potts to Potts)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Hwy 115 Corridor Improvement (Hwy 73 to Washam Potts)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Hwy 21 Widening (B) (Westmoreland to Catawba)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Westmoreland Interchange	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
Westmoreland Rd. (Hwy. 21 to West Catawba)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
I-77 Widening- 2 additional GP lanes (Exit 19 to Exit 28)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
I-77 Widening- 2 additional GP lanes (Exit 28 to Exit 36)	Future****	\$0	N/A	TBD***	TBD**	\$0	\$0
		\$176,550,527		\$9,308,505	\$50,972,552	\$50,000	\$236,831,584

(U) Includes West Catawba Ave., Phase II Utility Burial (\$34,320,734)

*Contingency if pending roadway cost estimates exceed \$5M of Bonus Allocation Funds.

**At this time, betterments are not programmed; however, as design development progresses, it may be determined that betterments are appropriate.

***P5.0 process to determine if Town funding is appropriate.

****Construction estimated to commence greater than 5 years from now.

*****Costs for CIP items only. Does not refer to costs expended by Town for studies, preliminary planning, reports, conceptual design.

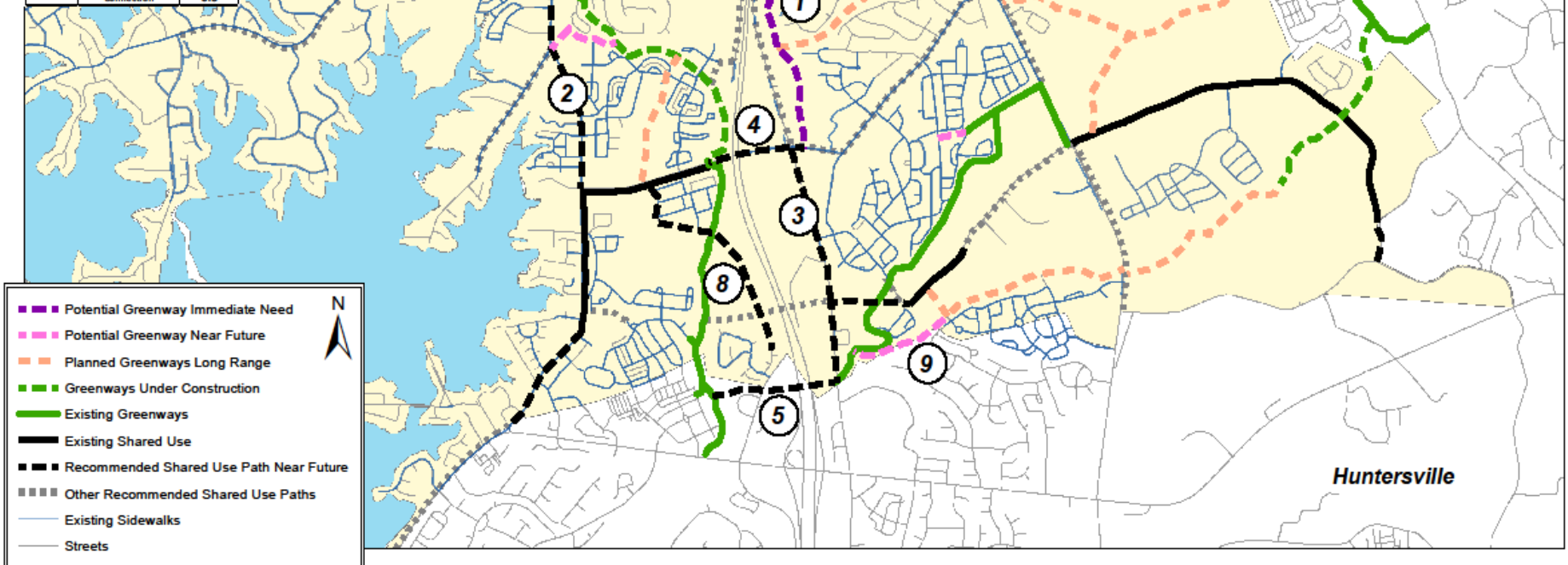
Projects with Roadway Construction Funding

Projects without Roadway Construction Funding

Subtotal Town Funds (Roadway + Betterments)	\$60,281,057
Town is leveraging \$9,308,505 of Town funds to obtain \$185,859,032 of roadway improvements.	

Potential Greenway and Shared Use Projects

Map #	Name	Miles
1	JV Washam - Smithville Greenway	1.6
2	W Catawba Phase II Shared Use Path	2.4
3	Highway 21 Widening Shared Use Path	1.15
4	Westmoreland Rd Bridge Shared Use Connection	0.45
5	Caldwell Station Creek - McDowell Creek Connector	0.6
6	Jetton Rd Extension Shared Use Path	1.2
7	Catawba Avenue Shared Use Path	0.93
8	Northcross Drive Extension Shared Use Path	1.1
9	Caldwell Station Neighborhood Connection	0.5



Town of Cornelius
2018-2022 Capital Improvements Plan Summary
February 28, 2017

DEPT	DESCRIPTION	Source	debt pmt	2018	2019	2020	2021	2022	Future	Total
PARC	Bailey Road Park Track Renovation & Synthetic Turf	Debt	-	200,000	1,000,000	-	-	-	-	1,200,000
Fire	Replace Engine 3	Debt	73,193	675,000	-	-	-	-	-	675,000
PARC	Smithville Park to JV Washam ES Greenway	Fund Bal	-	660,000	1,200,000	-	-	-	-	1,860,000
PW	Bailey Road Extension	Bonds Ph-1-2	-	-	5,798,000	-	-	-	-	5,798,000
PW	DDI Aesthetics	Fund Bal	-	500,000	890,000	-	-	-	-	1,390,000
PW	Sidewalks (includes Bike Cornelius Signage Route #1)	FB Powell	-	300,000	-	300,000	-	300,000	-	900,000
PW	Northcross Drive Extension-Local Match	Fund Bal	-	389,000	2,122,577	-	-	-	-	2,511,577
PW	Hwy 21 Roundabout-Local Match	Fund Bal	-	350,000	102,000	-	-	-	-	452,000
PD	Vehicle Replacement Program	Both	26,329	230,000	235,000	240,000	245,000	250,000	-	1,200,000
PARC	Smithville Park Playground replacement	Fund Bal	-	250,000	-	-	-	-	-	250,000
PARC	Bailey Road Park ADA improvements	Fund Bal	-	200,000	-	-	-	-	-	200,000
PW	Public Works Equipment	Debt	13,165	75,000	50,000	50,000	50,000	-	-	225,000
PD	Video Surveillance Program	Fund Bal	-	50,000	50,000	50,000	50,000	50,000	-	250,000
IT	Computer Replacement Program	Fund Bal	-	45,000	45,000	45,000	45,000	45,000	-	225,000
PARC	Field Grooming Equipment & Utility Vehicle	Fund Bal	-	40,000	-	-	-	-	-	40,000
Planning	Planning Truck	Debt	5,266	30,000	-	-	-	-	-	30,000
PW	Stream Restoration Project- Willow Pond	Fund Bal	-	30,000	60,000	510,000	-	-	-	600,000
PARC	Community/Art Center	Bonds Ph-2	-	-	4,000,000	-	-	-	-	4,000,000
PW	Road Resurfacing	FB Powell	-	-	800,000	-	800,000	-	-	1,600,000
PW	Torrence Chapel Rd/West Catawba Ave Intersection	F Bond	-	100,000	600,000	-	-	-	-	700,000
PARC	Robbins Park	F Bond	-	-	210,000	2,300,000	-	-	2,300,000	4,810,000
Fire	Replace Chief's Truck	Debt	-	-	55,000	-	-	-	-	55,000
PW	Hwy 21 Roundabout- Bike/Ped Accommodations, a	F Bond	-	-	-	2,250,000	-	-	-	2,250,000
PW	Northcross Dr. Extension- Bike/Ped Accommodation	F Bond	-	-	-	2,250,000	-	-	-	2,250,000
PARC	Bailey Road Park Expansion	F Bond	-	-	-	2,000,000	-	-	-	2,000,000
PW	Torrence Chapel Rd/West Catawba Ave Intersection	F Bond	-	-	-	1,345,000	-	-	3,600,000	4,945,000
PW	Live Work Unit Streetscape	Debt	-	-	-	1,000,000	-	-	-	1,000,000
PW	Hwy 115/Potts St/Davidson St Intersection Improv	F Bond	-	-	-	950,000	-	-	-	950,000
PARC	Bailey Road Park Major Renovations	F Bond	-	-	-	835,000	-	-	1,130,000	1,965,000
PARC	Stratford Forest Greenway	F Bond	-	-	-	690,000	-	-	-	690,000
PW	Westmoreland Bridge Reconfiguration-Local Match	F Bond	-	100,000	440,000	-	-	-	-	540,000
PARC	Glen Oak Green Park Connector	F Bond	-	-	-	518,000	-	-	-	518,000
PARC	Nantz Road Connector Greenway	F Bond	-	-	-	518,000	-	-	-	518,000
PW	Jetton Road Extension	Debt	-	-	-	460,000	-	-	-	460,000
PARC	Jetton Neighborhood Park Major Renovations	F Bond	-	-	-	300,000	-	-	-	300,000
PW	West Catawba Ave, Phase II- Bike/Ped, Aesthetics	F Bond	-	-	-	-	6,155,000	-	-	6,155,000
PW	West Catawba, Phase II-Local Match	F Bond	-	-	-	-	1,200,000	-	-	1,200,000
Fire	Replace Engine 4	Debt	-	-	-	-	700,000	-	-	700,000
PW	Hwy 21 Widening (A)- Bike/Ped Accommodations, a	Fund Bal	-	-	-	-	-	3,741,818	-	3,741,818
Fire	Replace Truck 4	Debt	-	-	-	-	-	1,000,000	-	1,000,000
PARC	Synthetic Turf Multi-Purpose Field- Smithville Park	Debt	-	-	-	-	-	850,000	-	850,000
PARC	Torrence Chapel Park Major Renovations	Debt	-	-	-	-	-	650,000	-	650,000
PARC	Smithville Park Major Renovations	Debt	-	-	-	-	-	430,000	-	430,000
PARC	Westmoreland/McDowell Creek Neighborhood Park	Debt	-	-	-	-	-	-	3,400,000	3,400,000
PW	Hwy 115- North Corridor- Bike/Ped Accommodation	Fund Bal	-	-	-	-	-	-	3,275,000	3,275,000
PARC	Village Center Neighborhood Park	Debt	-	-	-	-	-	-	3,200,000	3,200,000
Fire	Fire Station #3-Land and Potential Training Center	Debt	-	-	-	-	-	-	3,000,000	3,000,000
PARC	North Bailey Road Greenway	Debt	-	-	-	-	-	-	2,558,000	2,558,000
PARC	Waterfront Park	Debt	-	-	-	-	-	-	2,500,000	2,500,000
PARC	Victoria Bay Greenway	Debt	-	-	-	-	-	-	2,411,000	2,411,000
PARC	South Bailey Road Greenway Phase III	Debt	-	-	-	-	-	-	2,250,000	2,250,000
PARC	Old Cornelius to Statesville Road Greenway	Debt	-	-	-	-	-	-	2,035,000	2,035,000
PARC	Mini Park Land Acquisitions & Development	Debt	-	-	-	-	-	-	2,000,000	2,000,000
PARC	Caldwell Station Creek Greenway (South) Phase II	Debt	-	-	-	-	-	-	1,750,000	1,750,000
PARC	Westmoreland Park Greenway	Debt	-	-	-	-	-	-	1,210,000	1,210,000
PARC	Washam Neighborhood Park	Debt	-	-	-	-	-	-	1,000,000	1,000,000
PARC	North Bailey Road to Bailey Road Greenway	Debt	-	-	-	-	-	-	750,000	750,000
PW	I-77 Service Road to Westmoreland	Debt	-	-	-	-	-	-	736,250	736,250
PARC	Bailey Road Park Tennis/Pickleball Complex	Debt	-	-	-	-	-	-	555,000	555,000
PARC	Spray Park	Debt	-	-	-	-	-	-	500,000	500,000
PARC	Legion Park Major Renovations	Debt	-	-	-	-	-	-	450,000	450,000
PD	Police Substation	Fund Bal	-	-	-	-	-	-	300,000	300,000
PW	Stream Restoration Project- Upper McDowell Creek	Debt	-	-	-	-	-	-	176,000	176,000
			117,953	4,224,000	17,657,577	16,611,000	9,245,000	7,316,818	41,086,250	96,140,645

No Collateral Projects (must use fund balance or consider future bonds)

Potential Projects for Phase II bond issuance

***Committed Local Match

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners
From: Wayne Herron, AICP
Director of Planning

Action Requested:

The applicant, Archer Real Estate Holdings, LLC, requests an amendment to the Automobile Sales District Overlay to:





1. Allow automobile rental as a permitted use by right within the overlay district; and
2. Remove the minimum three (3) acre requirement as specified in 5.2.5 (a) for auto sales.

The Planning Board and LDCAB reviewed the proposed amendment and recommend the following:

1. Do not remove the 3 acre minimum for auto sales.
2. Allow auto rental as a permitted use in the auto sales overlay district with the following supplemental standards for occupying existing buildings/developments:
 - all signage must conform to current sign ordinance standards
 - parking area landscaping must conform to current type "B" buffer standards
 - if gravel parking exists, it may continue as long as the gravel area meets standards for upkeep and appearance
 - all vehicles must be parked on an improved surface and may not be parked in grass or landscaped areas
 - existing buildings must be reviewed by the Architectural Review Board (ARB) for consideration of improvements

Manager's Recommendation:

Approval of an Ordinance to amend the Land Development Code as recommended by the LDCAB and Planning Board.

ATTACHMENTS:		
Name:	Description:	Type:
 ORD-TA_05-17_ASD-O_Amendment.pdf	ORD TA 05-17 ASD-O Amendment	Ordinance
 CH_05_Zoning_Use_Regulations-Marked.pdf	TA 05-17 ASD-O Amendment Chapter 5	Backup Material
 CH_06_Uses_Permitted_With_Conditions-Marked.pdf	TA 05-17 ASD-O Amendment Chapter 6	Backup Material
 Application.pdf	TA 05-17 ASD-O Amendment Application	Backup Material

**AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS
LAND DEVELOPMENT CODE**

WHEREAS, the Town Board of Commissioners on October 7, 1996 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

WHEREAS, proper statutory notice of public hearing on the issue of amending the Cornelius Land Development Code has been provided through advertisement in a newspaper of general circulation in the Town; and,

WHEREAS, the Planning Board of the Town of Cornelius has recommended that the Town Board of Commissioners amend the Cornelius Land Development Code; and

WHEREAS, a public hearing on the amendment has been held by the Town Board of Commissioners on August 21, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius, North Carolina that the Land Development Code, be AMENDED as follows (See Exhibit A):

- Chapter 5: Zoning & Use Regulations
- Chapter 6: Uses Permitted With Conditions

Adopted this 21st day of August, 2017.

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Exhibit A

TA 05-17: AUTOMOBILE SALES DISTRICT OVERLAY AMENDMENT

AMEND Chapter 5, Zoning & Use Regulations, as follows:

5.2.5: AUTOMOBILE SALES DISTRICT OVERLAY (ASD-O)

The intent of the Automobile Sales District Overlay is to allow through conditional zoning, automobile, truck, motorcycle, boat and recreational vehicle (RV) sales as uses in a specific area that would be compatible and appropriate. Automobile rentals shall be allowed by right in the ASD overlay district.

Automobile, truck, motorcycle, boat and recreational vehicle (RV) sales and rental uses promote vehicular customer traffic that is more of a regional draw. Therefore, uses of this nature should be located in those areas that are not designated for neighborhood environments that are designed for pedestrian oriented mixed uses.

- A. Automobile, truck, motorcycle, boat and recreational vehicle (RV) sales use project boundaries must be a minimum of three (3) acres in order to file the required conditional zoning (CZ) application.
- B. All principal buildings associated with the automobile, truck, motorcycle, boat and recreational vehicle sales or rental use shall front on a public street, and shall meet the architectural requirements of section 4.6.4.
- C. All projects shall, meet the supplementary requirements per section 6.2.4.

Automobile rentals occupying existing buildings shall meet all of the following requirements:

1. All vehicles must be parked on an approved improved surface.
2. Unpaved lots should have a minimum of four inches (4") of ABC stone or similar material to prevent standing water and mud.
3. Site must adhere to Type 'B' landscape requirements as specified in Chapter 9.
4. All non-conforming signage must be brought into compliance.
5. Any proposed automobile rental use occupying existing buildings must be reviewed by the Architectural Review Board to discuss potential architectural improvements.

Any new development for automobile rentals must meet all current Land Development Code requirements.

5.5.3: GENERAL LOT PROVISIONS FOR MIXED USE & COMMERCIAL DISTRICTS

- A. All ancillary equipment or facilities associated with a commercial use such as gasoline pumps, car wash bays, etc. shall only be allowed to the side or rear of the principal building.
- B. Canopies and awnings are permitted to encroach into the front setback a maximum of 5 feet.
- C. Arcades are permitted to encroach into the right-of-way only with permission from the Town and/or NCDOT.
- D. Bays and garage entrances may not face the fronting street.
- E. Surface parking shall be provided to the side or rear of all buildings.
- F. All vehicles must be parked on an approved improved surface, and may not be located on grass or in a buffer or landscaped area.

F-G. Parking Decks may be located in the front or along street frontage if the architecture is that of a building front/façade that matches the buildings within the immediate area in theme and design or is approved by the Architectural Review Board with an appropriate façade appearance.

AMEND Chapter 6, Uses Permitted With Conditions, Section 6.2.4, as follows:

6.2.4 AUTOMOBILE, TRUCK, MOTORCYCLE, BOAT, RECREATIONAL VEHICLE (RV) SALES AND RENTALS (CZ in ASD-0)*

- A. Large surface parking lots should be visually and functionally segmented into several smaller lots. The size of any single surface parking lot shall be limited to three (3) acres, unless divided by a street, Principal building, or landscaping.
- B. Type C interior plantings shall be provided in and around public parking, and sales, and rental lot areas. Double stacking may be allowed within sales and rental lots on a case by case basis provided that all other parking and screening requirements are met.
- C. All outdoor sales or display of vehicles shall be ~~setback a minimum of twenty feet (20') from the front property line, on approved improved surfaces,~~ and shall be screened with a type B buffer in accordance with Chapter 9, Section 9.4.2(8). Outdoor display areas cannot be located in front of the principal structure and may not be located on grass, or in a buffer or landscaped area.
- D. No outdoor public address system shall be permitted which can be heard beyond the boundaries of the property.

CHAPTER 5: ZONING DISTRICT & USE REGULATIONS

5.1 GENERAL ZONING DISTRICTS

5.1.1: RURAL PRESERVATION (RP)

The Rural Preservation District is coded to accommodate very low-density residential development and agricultural uses, protect natural vistas, and landscape features that define our rural heritage. The district has been developed to protect the continuance of our rural areas and their customary development patterns and uses to prevent the sacrificing of environmentally sensitive landforms, natural vistas and scenic features.

5.1.2: GENERAL RESIDENTIAL (GR)

The General Residential District is coded to permit the development of lower density single-family housing. Such development has traditionally been found along the lakefront and in conventional subdivisions. For developments located within a Watershed Overlay District see Section 5.2.1 and 5.2.2 for additional requirements. The High Impervious Cover Option in the Lake Norman Overlay District as detailed in Section 5.2.1 (B)(3) cannot be utilized in this District.

5.1.3: NEIGHBORHOOD RESIDENTIAL (NR)

The Neighborhood Residential (NR) district is coded to preserve a mixture of residential uses at medium densities generally between 2 and 4 units per acre, along with other civic and institutional uses normally found in a residential area. Similar building frontages shall face each other. Dissimilar building frontages shall abut to the rear or may be transitioned by block. The street and open space designs in these areas are used to create compatibility along frontages that encourage pedestrian interaction and discourage high automobile speeds. Supplemental regulations for neighborhood developments over 20 acres in the NR District are located in Chapter 6.

5.1.4: NEIGHBORHOOD MIXED USE (NMX)

The Neighborhood Mixed Use (NMX) district is coded to provide a mix of commercial and residential activities at the function center of neighborhoods. Small-scale multi-family developments may be allowed subject to a conditional zoning change. The NMX District should also encourage infill and redevelopment in established portions of the community and to serve as a transition between adjacent developed single-family uses and higher-intensity non-residential uses. Supplemental regulations for neighborhood developments over 20 acres in the NMX District are located in Chapter 6.

5.1.5: WATERFRONT MIXED USE (WMX)

The Waterfront Mixed Use (WMX) District is coded to allow for a mix of land uses in certain areas that are adjacent to Lake Norman, one of the region's most valuable natural resources and a focal point of town activity. Supplemental requirements for all Waterfront Mixed Use Developments are located in Chapter 6. The WMX District is established to assure quality development along the lake through six (6) main objectives:

- A. To protect public access to the lake
- B. To provide quality public spaces
- C. To effect quality design and a variety of built forms that result in a pedestrian scale as well as unique architecture
- D. To encourage a mix of uses that fosters a sense of community.

5.1.6: TOWN CENTER (TC)

The Town Center district is coded to encourage the redevelopment and expansion of the traditional town center. This center is intended to serve as the civic, cultural and governmental hub of activity for the Cornelius community. This area is projected to serve as a main transportation center utilizing mass transit



CHAPTER 5: ZONING & USE REGULATIONS

along a north-south transit corridor (Hwy 115 and/or Southern Railroad R-O-W). To serve effectively, the population density in this immediate vicinity should be higher within immediate walking distance of the transit stop. Town Center minimum building heights are established along main corridors to ensure proper spatial definition and encourage strong pedestrian spaces. Transitions from Neighborhood Residential areas should be accomplished through architectural design and streetscape treatment. Individual buildings are encouraged to be mixed vertically with street level commercial and upper level residential. Higher densities of residential development are encouraged.

5.1.7: VILLAGE CENTER (VC)

The Village Center district is coded to encourage the development of large-scale mixed-use districts that compliment and serve the daily needs of adjoining neighborhoods and are supported by existing and planned transportation networks constructed to support the traffic demands of both the auto and the pedestrian. Village Centers traditionally form near the convergence of large, coherent neighborhoods. Building heights ensure proper spatial definition, encourage strong pedestrian spaces and promote mixed use within buildings. Parking requirements may be satisfied using on-street parking, shared rear-lot parking areas or small scale parking lots adjacent to buildings. Buildings in the village center should have similar massing, volume, frontage, scale and architectural features. Transitions from residential areas should be accomplished through proper street design. Vertical mixed-use buildings are encouraged with street level commercial and upper level residential.

5.1.8: TRADITIONAL NEIGHBORHOOD DISTRICT (TN) – REPEALED June 7, 1999

The TN District exists on the current zoning map, but has been repealed effective June 7, 1999 and the code provisions of the district have been consolidated into the Neighborhood Residential and Neighborhood Mixed Use Districts. Rather than rezoning the existing Traditional Neighborhood District, the Town Board of Commissioners hereby permits all development approved for a Preliminary Plat before June 7, 1999 to be developed, including any final plat approvals, as a non-conforming district in accordance with the provisions of the supplemental requirements for TND development located in Chapter 6.

5.1.9: HIGHWAY COMMERCIAL (HC)

The Highway Commercial district is coded to provide for the location of auto-oriented and auto-dependent uses and/or those uses which have a definable market area which extends beyond the scale of the Neighborhood, Village or Town Center. The intent of these provisions is to facilitate convenient access, minimize traffic congestion and reduce visual clutter along certain designated commercial corridors such as Catawba Avenue (in the vicinity of the Interstate) and Statesville Road (US 21).

5.1.10: CORPORATE OFFICE (CO)

The Corporate Office District is coded to promote the establishment and operation of institutional, office, limited commercial and limited residential activities. These districts, in some instances, may serve as transitions between residential districts and other commercial districts, and they shall provide business centers that are attractive institutional and office uses at increased intensities to promote economic development. The district allows sufficient height to make parking decks a more feasible option and it is hoped the use of height for density will facilitate greater preservation of open space and natural features on these sites. The principal means of ingress and egress for uses in the districts shall be along collector roads, minor arterials and/or major arterials as designated on the Town's Thoroughfare Plans.



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5.1.11: BUSINESS CAMPUS (BC)

The Business Campus district is coded to permit the development of campus-style developments that may include corporate office parks, supporting commercial, institutional and light industrial uses. Because of the presence of a high number of employees, these developments should be designed in a manner that is pedestrian friendly. Business Campus districts should consist of institutions of varying types and coordinated office developments of 10 acres or more. The Business Campus will also function in support of transit opportunities allowing workers and visitors access to the facility by permitting the use of parking decks and bus stops.

5.1.12: INDUSTRIAL CAMPUS (IC)

Industrial Campus districts are coded to permit the development of light industries. Such developments are typically too large in scale to fit within a neighborhood environment and should be buffered from surrounding neighborhood uses. This district may not be used to circumvent other Sections in the Land Development Code. Industrial Campus Districts may not be used for retail uses. Site plans shall be submitted with all map amendment petitions. Such site plans are not required to be descriptive for interior lots but shall adequately address ingress & egress, buffering & screening, proposed uses and general compatibility to surrounding neighborhoods. Because of the significant impacts certain interior Industrial Campus districts uses have on the community in size and/or use, such developments shall be permitted only upon review of a Master Plan by the Planning Board and approval of the Town Board in accordance with Chapter 12. Individual sites with uses permitted by right may be approved administratively in accordance with the approved Master Plan.

5.2 OVERLAY DISTRICTS

5.2.1: LAKE NORMAN OVERLAY DISTRICT (LN-O)

In order to address a moderate to high land use intensity pattern, single-family residential uses are allowed at a maximum of two (2) dwelling units per acre or 20,000 square feet excluding street right-of-way. All other residential and non-residential development shall be allowed at a maximum of twenty-four percent (24%) built-upon area or in accordance with Chapter 11 of this Code. The Board of Commissioners may approve a higher impervious cover proposal consistent with the intent of the Overlay district. New residuals application sites and landfills are specifically prohibited.

A. ALLOWED USES:

1. Agriculture subject to the provisions of the Food Security Act of 1985 and the Food, Agriculture, Conservation and Trade Act of 1990 and the rules and regulations of the Soil and Water Conservation Commission.
2. Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 11.6101-.0209).
3. Residential development, as permitted in the underlying zoning classification.
4. Non-residential development, excluding: 1) landfills; 2) sites for land application of residuals or petroleum contaminated soils; 3) the storage of toxic and hazardous materials unless a spill containment plan is implemented and filed with the Mecklenburg County Fire Marshall's Office; and 4) new Industrial Process Discharges requiring a NPDES permit.

B. DENSITY AND BUILT-UPON LIMITS:

1. Low Impervious Cover Option: Single Family Residential – Development shall not exceed two dwelling units per acre on a project-by-project basis. No residential lot shall be less than one-half



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(1/2) acre (or 20,000 square feet excluding street right-of-way), except within an approved cluster development.

2. Low Impervious Cover Option: All Other Residential and Non-Residential – Development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis. For the purpose of calculating the built-upon area, total project area shall include total acreage in the tract on which the project is to be developed.
3. High Impervious Cover Option (Cannot be Utilized in the GR District) – Where new development is proposed to exceed either 2 units per acre or 24% built-upon area, engineered stormwater controls shall be used to control runoff from the first inch of rainfall and development may not exceed fifty percent (50%) built-upon area.

5.2.2: MOUNTAIN ISLAND LAKE OVERLAY DISTRICT (MIL-O)

In order to address a moderate to high land use intensity pattern, single-family residential uses are allowed at a maximum of two (2) dwelling units per acre or 20,000 square feet excluding street right-of-way. All other residential and non-residential development shall be allowed at a maximum of twenty-four percent (24%) built-upon area or in accordance with Chapter 11 of this *Code*. The Board of Commissioners may approve a higher impervious cover proposal consistent with the intent of the Overlay district. New residuals application sites and landfills are specifically prohibited.

A. ALLOWED USES:

1. Agriculture subject to the provisions of the Food Security Act of 1985 and the Food, Agriculture, Conservation and Trade Act of 1990 and the rules and regulations of the Soil and Water Conservation Commission.
2. Silviculture, subject to the provisions of the Forest Practices Guidelines Related to Water Quality (15 NCAC 11.6101-.0209).
3. Residential development, as permitted in the underlying zoning classification.
4. Non-residential development, excluding: 1) landfills; 2) sites for land application of residuals or petroleum contaminated soils; 3) the storage of toxic and hazardous materials unless a spill containment plan is implemented and filed with the Mecklenburg County Fire Marshall's Office; and 4) New Industrial Process Discharges requiring a NPDES permit.

B. DENSITY AND BUILT-UPON LIMITS:

1. Low Impervious Cover Option – Single Family Residential – Development shall not exceed two dwelling units per acre on a project-by-project basis. No residential lot shall be less than one-half (1/2) acre (or 20,000 square feet excluding street right-of-way), except within an approved cluster development.
2. Low Impervious Cover Option: All Other Residential and Non-Residential – Development shall not exceed twenty-four percent (24%) built-upon area on a project by project basis. For the purpose of calculating the built-upon area, total project area shall include total acreage in the tract on which the project is to be developed.
3. High Impervious Cover Option (Cannot be utilized in the GR district) – Where new development is proposed to exceed either 2 units per acre or 24% built-upon area, engineered stormwater controls shall be used to control runoff from the first inch of rainfall and development may not exceed seventy percent (70%) built-upon area.



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5.2.3: TRANSIT DISTRICT OVERLY (TD-O)

The intent of the Transit District-Overlay is to produce compact areas of higher-density, mixed-use areas that define focal points throughout the community and unify surrounding neighborhoods within walking distance of a proposed transit station.

In general, the street network should be designed to facilitate bus transit; primary and secondary access to buildings should be directly related to the location of transit stops and other transportation amenities.

This Overlay is comprised of those properties that are generally within ¼ mile walking distance of a planned Transit Station. To this end, properties with a Neighborhood Residential classification that fall within a Transit District-Overlay are permitted to construct higher densities of residential housing than permitted by the underlying zoning.

By permitting additional residential development to occur with walking distance of existing and planned commercial centers, the Town seeks to reinforce the long-term viability and quality of life of these areas.

The provisions of this section are only applicable upon completion of a Major Investment Study by the Metropolitan Transit Commission and the subsequent identification of an approximate mass transit station area.

5.2.4: TRANSITIONAL RESIDENTIAL OVERLAY (TR-O)

The intent of the Transitional Residential Overlay District is to protect, preserve and enhance residential areas while allowing commercial uses, which are compatible with the adjacent residential uses.

- A. By permitting commercial development to occur within a neighborhood district, the Town seeks to effectively integrate the residential with the commercial development while preserving the residential character and scale of the existing homes in the neighborhood.
- B. Properties in this district are required to meet underlying zoning district requirements such as street improvements and landscaping, etc. The properties that fall within the Transitional Residential Overlay may be required to meet stricter conditions in order to mitigate adverse impacts to the residential community that may result from the commercial use. Conditions may include but are not limited to the following: signage, outdoor displays, lighting, deliveries, parking, hours of operation and trash pickup.
- C. Existing structures in the overlay district that are used for nonresidential purposes shall retain their residential character and scale. Preservation of existing residential structures proposed for mixed use and/or commercial along Catawba Avenue and Main Street are preferred in lieu of new construction unless it is impractical and cost prohibitive to preserve the structure based on its condition.
- D. Any substantial changes to the residential character of existing buildings, including additions of floors, new accessory buildings greater than 120 square feet, front porch enclosures, changes in roof pitch, substantial changes in materials, creation of new door/window openings or closure of door/window openings requires a major architectural variation in accordance with Chapter 4.
- E. The hours of operation shall be compatible with the residential area. The hours of operation shall be between 8 AM and 9 PM, Monday through Saturday. The hours of operation limitation may only be extended upon issuance of a Special Use Permit for the subject property per Chapter 12 of this ordinance. The following activities are prohibited after business hours: loading and unloading of materials, exterior maintenance, refuse removal and other activities that generate unreasonable noise.



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- F. Deliveries are permitted between the hours of 7 AM and 6 PM, Monday through Saturday. Parking of any vehicle on sidewalks is prohibited.
- G. Exterior Lighting shall be in accordance with Chapter 7, with the exception of non-cutoff lights which are prohibited, and outdoor lighting height shall be no greater than eighteen (18) feet above grade.
- H. All outdoor display of goods shall be located immediately adjacent to the storefront on the front porch only during the hours of operation, in order to maintain the residential character of the street.
- I. Outdoor storage is only permitted in the rear yard and shall be screened from public view with a Type A buffer. Only outdoor storage associated with the business is permitted. (Single-family residential is exempt.)
- J. All trash, recyclable materials, yard debris and bulky items shall be in accordance with the Town of Cornelius trash collection contract specifications.
- K. Roll out containers shall be stored in the side or rear yard and fully screened from public view with a fence (i.e. wood, lattice) that has a minimum height of six (6) feet.
- L. Each property shall be permitted one projecting sign or one arm sign in accordance with Chapter 10, Sign Regulations. Wall signs are prohibited; however, a property is permitted one placard not to exceed two square feet. The Planning Director has discretion to permit additional signage types per section 10.2.2, Minor Variance provision.
- M. Upon review by the Planning Director, any proposed use that is deemed to have potential impacts on any adjacent residential use or any proposed use that deviates from any standard set forth in this section, may be required to obtain a Special Use Permit after due consideration of public safety, aesthetics, site conditions, functionality and other factors potentially affecting public interest and safety.

5.2.5: AUTOMOBILE SALES DISTRICT OVERLAY (ASD-O)

The intent of the Automobile Sales District Overlay is to allow through conditional zoning, automobile, truck, motorcycle, boat and recreational vehicle (RV) sales as uses in a specific area that would be compatible and appropriate. Automobile rentals shall be allowed by right in the ASD overlay district.

Automobile, truck, motorcycle, boat and recreational vehicle (RV) sales and rental uses promote vehicular customer traffic that is more of a regional draw. Therefore, uses of this nature should be located in those areas that are not designated for neighborhood environments that are designed for pedestrian oriented mixed uses.

- A. Automobile, truck, motorcycle, boat and recreational vehicle (RV) sales use ~~P~~project boundaries must be a minimum of three (3) acres in order to file the required conditional zoning (CZ) application.
- B. All principal buildings associated with the automobile, truck, motorcycle, boat and recreational vehicle sales or rental use shall front on a public street, and shall meet the architectural requirements of section 4.6.4.
- C. All projects shall, meet the supplementary requirements per section 6.2.4.

Automobile rentals occupying existing buildings shall meet all of the following requirements:

- 1. All vehicles must be parked on an approved improved surface.
- 2. Unpaved lots should have a minimum of four inches (4") of ABC stone or similar material to prevent standing water and mud.
- 3. Site must adhere to Type 'B' landscape requirements as specified in Chapter 9.
- 4. All non-conforming signage must be brought into compliance.
- 5. Any proposed automobile rental use occupying existing buildings must be reviewed by the Architectural Review Board to discuss potential architectural improvements.



CHAPTER 5: ZONING & USE REGULATIONS

Any new development for automobile rentals must meet all current Land Development Code requirements.

5.2.6: TORRENCE CHAPEL TRAFFIC MITIGATION DISTRICT OVERLAY

The intent of the Torrence Chapel Traffic Mitigation District Overlay is to allow through conditional zoning, uses in a specific area that would be compatible and appropriate with regard to normal land use and aesthetics, but also with trip generation and congestion management within a contributing area in proximity to the Torrence Chapel/West Catawba intersection.

Uses within the overlay may promote vehicular traffic that is more of a regional draw. Therefore, uses of this nature should be evaluated for impacts on the Torrence Chapel/West Catawba intersection with regard to the impacts of the trips generated.

PERMITTED USES

- A. Within the TCTMD-O, all new development uses, redevelopment uses and/or subdivisions (major or minor) shall utilize the conditional zoning (CZ) process.
- B. All other uses shall be allowed in accordance with the underlying zoning district.

5.3 CONDITIONAL ZONING (CZ) DISTRICTS

Conditional Zoning Districts (CZ) may be utilized to create new unique districts for those uses or developments noted to allow for CZ in Section 5.4.2. CZ may be utilized in an effort to allow for those situations where a particular use or development, if properly planned, may have particular benefits and/or impacts on both the immediate area and the community as a whole. The development of these uses cannot be predetermined or controlled by general district standards. The applicant must provide an initial proposal that includes all proposed uses and standards for the conditional zoning district being proposed. Conditional Zoning shall be subject to the specific procedural rules of Chapter 18.

5.4 LAND USE PROVISIONS

5.4.1: USES NOT EXPRESSLY LISTED OR ADDRESSED

- A. Uses designated as "permitted uses" and "uses permitted with conditions" are allowed in a district as a matter of right. Uses classified as "special uses" are permitted upon approval of a Special Use Permit approved by the Planning Board.
- B. It is recognized that new types or forms of land use will develop within the Town of Cornelius that are not anticipated by this Ordinance. In order to provide for such changes and contingencies, the classification of any new or unlisted land use shall be made by the Planning Director or designee to determine if the use can reasonably be interpreted to fit into a similar use category described in the Ordinance. The Planning Director or designee may, at their discretion, use other classification methods to determine if and where certain uses may be permitted such as the latest version of the North American Industry Classification System (NAICS) Guide produced by the Bureau of Labor Statistics. If the Planning Director or designee cannot make a determination on a particular use, then The Planning Board may make such a determination after conducting a public hearing.
- C. Unless a use is specifically identified in the "table of uses" as either "permitted", "permitted with conditions", "special use" or "conditional zoning"; or identified as a "nonconforming use", "temporary use" or permitted as an "accessory use" according to this ordinance, then such use is prohibited.



CHAPTER 5: ZONING & USE REGULATIONS

5.4.2: TABLE OF USES

Uses designated as "permitted uses" are allowed in a zone as a matter of right and are designated with a "P" in table below. Uses designated as "permitted with supplemental conditions" are allowed in a zone as a matter of right and are designated with a "PC" in the table below. Uses designated with an "S" in the table below are "special uses" and are allowed only after a special use permit has been issued. Uses designated with a "CZ" in the table below are uses that require a "conditional zoning" district process. Uses designated with an "A" or "AC" are only allowed as accessory uses.

Use Category	P - Permitted By Right PC - Permitted w/ Supp. Conditions							S -Special Use Permit Required CZ - Conditional Zoning Approval Required				A - Accessory Use Only AC - Accessory w/ Supp. Conditions	
	RP	GR	NR	NMX	WMX	TC	VC	HC	BC	CO	IC		
Adult Establishment								CZ					
Agricultural Uses	P												
Animal Hospital and Boarding & Grooming Service (no outdoor kennels)				P		P	P	P			P		
Animal Hospital (w/ outdoor kennel)								CZ			CZ		
Animal Kennel	CZ							CZ			CZ		
Antenna Systems	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ		
ATM (Automated Teller Machine)				AC	AC	AC	AC	AC	AC	AC	AC		
Automobile/Boat Repair & Service													
Automobile, Recreational Vehicle, Boat & Tractor Trailer Parking/Storage													
Automobile, Truck, Boat, Motorcycle, Manufactured Home, Recreational Vehicle Sales & Rental													
Bar				A	AC	A	A	A	A	A	A		
Bed & Breakfast Inn	PC		PC	PC	PC	PC	PC						
Brewery, Large									PC		PC		
Brewery, Micro				CZ	CZ	PC	PC	PC	PC	PC	PC		
Bus Stop Shelter				PC	PC	PC	PC	PC	PC	PC	PC		
Car Wash – Automatic & Self Service								CZ					
Cemetery/Columbarium	AC	AC	AC	AC	AC	AC	AC	AC	AC	AC	AC		
Civic/Institutional Use	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ			
Commercial, Retail & Service Uses 0 - 9,999 square feet				PC	PC	PC	PC	PC	PC	PC			
Commercial, Retail & Service Uses 10,000 - 29,999 square feet				CZ	CZ	PC	PC	PC	PC	PC			
Commercial, Retail & Service Uses 30,000 - 49,999 square feet				CZ	CZ	CZ	CZ	PC	PC	PC			



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P - Permitted By Right
PC - Permitted w/ Supp.
Conditions

S - Special Use Permit Required
CZ - Conditional Zoning Approval
Required

A - Accessory Use Only
AC - Accessory w/
Supp. Conditions

<u>Use Category</u>	<u>RP</u>	<u>GR</u>	<u>NR</u>	<u>NMX</u>	<u>WMX</u>	<u>TC</u>	<u>VC</u>	<u>HC</u>	<u>BC</u>	<u>CO</u>	<u>IC</u>
Commercial, Retail and Service Uses 50,000+ square feet						CZ	CZ	CZ	CZ	CZ	
Community Center, Public				P	AC	P	P	P	P	P	P
Convenience Store							PC	PC	PC	PC	
Country Club	CZ	CZ	CZ		CZ			CZ			
Cruise/Excursion/Dinner Boat				PC	AC		PC				
Day Care/Preschools				PC	AC	PC	PC	PC	PC	PC	
Distribution/Wholesale									P		P
Drive-Through Facilities (Excluding Restaurants)				PC	PC	PC	PC	PC	PC	PC	PC
Duplex			PC	PC							
Dwelling, Manufactured Home, Class A	PC										
Dwelling, Multi-Family			CZ	CZ	CZ		CZ			CZ	
Dwelling, Single-Family	P	P	PC	PC						CZ	
Essential Services, Class I & Class II	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Essential Services, Class III											CZ
Events/Gathering Facility, Indoor				CZ	CZ	CZ	CZ	P	P	P	P
Events/Gathering Facility, Outdoor	CZ			CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ
Firing Range (Indoor only)											CZ
Funeral Homes/Crematory				PC		PC	PC	PC			
Golf Course	CZ	CZ						CZ			
Golf Driving Range	AC	AC						PC			
Golf, Miniature				CZ	PC	P	P	P			
Greenways and Trails	P	P	P	P	P	P	P	P	P	P	P
Home Occupation	AC	AC	AC	AC	AC	AC	AC				
Hospital								CZ	CZ	CZ	
Hotel, Motel, Inn				CZ	CZ	CZ	CZ	PC	PC	PC	
Innovative Master Planned Development	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ
Library				PC	PC	PC	PC	PC	PC	PC	
Manufacturing, Light									PC	PC	PC
Manufacturing, Heavy											PC
Mini-Warehouse/Storage											
Mixed Use Building				PC	PC	PC	PC				
Nightclub					CZ	CZ	CZ	CZ	CZ	CZ	
Nursery (wholesale only)	CZ										
Office				PC	PC	PC	PC	PC	PC	PC	AC
Park	P	P	P	P	P	P	P	P	P	P	P
Park & Ride Facility				CZ		PC	PC	PC	PC	PC	PC
Parking Facility	A	A	A	A	AC	PC	A	A	A	A	A



CHAPTER 5: ZONING & USE REGULATIONS

P - Permitted By Right
PC - Permitted w/ Supp.
Conditions

S -Special Use Permit Required
CZ - Conditional Zoning Approval
Required

A - Accessory Use Only
AC - Accessory w/
Supp. Conditions

<u>Use Category</u>	<u>RP</u>	<u>GR</u>	<u>NR</u>	<u>NMX</u>	<u>WMX</u>	<u>TC</u>	<u>VC</u>	<u>HC</u>	<u>BC</u>	<u>CO</u>	<u>IC</u>
Private Club					PC	PC		PC			
Recreation Center, Public (0 – 14,999 square feet)				PC		PC	PC	PC	PC	PC	PC
Recreation Center, Public (15,000+ square feet)				CZ		PC	PC	PC	PC	PC	PC
Recreation Facilities	CZ	CZ	CZ	CZ	PC	PC	PC	PC	AC	AC	PC
Rental Cottages	AC	AC	AC	AC							
Residential Care Facility	PC	PC	PC	PC							
Residential Care Home	PC	PC	PC	PC							
Restaurant, Drive Through							PC	PC			
Restaurant, Non-Drive Through				PC	PC	PC	PC	PC	PC	PC	
Restaurant, Brewpub				CZ	PC	PC	PC	PC	PC	PC	
School, Elementary, Middle, Senior High and College (public & private)	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	
School, Vocational				CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ
Storage, Indoor or Outdoor	AC	AC	AC	AC	AC	AC	AC	AC	AC	AC	AC
Subdivision, Conservation Rural	CZ										
Subdivision, Conservation Low	CZ										
Subdivision, Conservation Medium	CZ										
Subdivision, Family	PC										
Subdivision, Farmhouse Cluster	PC										
Subdivision, Major	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ	CZ
Subdivision, Minor	P	P	P	P	P	P	P	P	P	P	P
Taproom				AC	AC	AC	AC	AC	AC	AC	AC
Traditional Neighborhood											
Transient Occupancy	PC			PC		PC	PC				
Transient Occupancy in multi-family buildings only		PC	PC								
Warehouse									AC		PC

5.4.3: ACCESSORY STRUCTURES/USES

The following uses are permitted within accessory structures:

- | | |
|----------------------|-----------------------------------|
| A. Farm structures | F. Rental Cottages (w/conditions) |
| B. Parking | G. Artist studio space |
| C. Gazebo | H. Sauna |
| D. Pool house | I. Workshop |
| E. Equipment storage | J. Conservatory |



CHAPTER 5: ZONING & USE REGULATIONS

5.4.4: TEMPORARY STRUCTURES/USES

Temporary structures and uses shall be permitted in compliance with the provisions of this Ordinance and all other ordinances of the Town of Cornelius. The Planning Department may issue a temporary use permit for one (1) year only. At the end of one (1) year, the petitioner must file for another extension of one (1) year with the Planning Department. At that time, the petitioner must show that construction or plans for construction are proceeding in a diligent manner. The petitioner is allowed a maximum of two (2) extensions. The following temporary structures and uses shall be permitted:

- A. CONSTRUCTION TRAILERS AND MOBILE SALES OFFICES - Construction trailers may be permitted on all non-residential construction developments and residential developments with ten (10) or more dwelling units. Construction trailers and mobile residential neighborhood sales offices shall adhere to all district setbacks and shall not be permitted on the lot more than thirty (30) days after the completion of the development or upon issuance of the final Certificate of Occupancy.
- B. TEMPORARY MANUFACTURED HOME USE – Manufactured homes may be allowed as a temporary use in a zoning district in which such use is not permitted if a disaster occurs which results in the destruction or damage of an occupied single-family dwelling unit greater than sixty (60) percent of its current tax value. In this instance, a manufactured home may be placed on the lot containing the dwelling unit that was destroyed or damaged to give the occupants a place to live while a new dwelling unit is being constructed or damage to the original dwelling unit is being repaired. Such use is subject to the following conditions:
 - 1. The manufactured home shall not be placed in the front yard and shall be located no closer than fifteen (15) feet to another principal residential structure on another lot and no closer than ten (10) feet to any lot line.
 - 2. The Planning Department shall have the authority to issue a zoning permit for such temporary use on a one-time basis only for a period of nine (9) months. Such permit may be renewed on a one-time only basis [for a period not to exceed nine (9) months] by the Planning Director if it is determined upon information submitted by the applicant that:
 - a. Construction of a new dwelling unit is proceeding with diligence; and,
 - b. The granting of this permit will not materially endanger the public, health, welfare or safety; and,
 - c. The location of the manufactured home on the site does not have a significant negative or adverse impact on the value of adjacent properties.
- C. TEMPORARY CLASSROOMS AND OFFICES – Manufactured homes may be used for temporary classroom space as a temporary use granted by the Planning Department, providing that the following conditions are met:
 - 1. The manufactured homes are necessary to alleviate overcrowding only.
 - 2. The petitioner of the request must be a church, school, institution of learning, or other public institution.
 - 3. The manufactured housing shall be provided with underpinning, from the bottom of the walls to the ground, made of vinyl, pre-painted aluminum material, or other material specifically manufactured for manufactured homes.
 - 4. Landscaping shall be provided to create an aesthetically pleasing appearance.
 - 5. All required setbacks for the district are adhered to.
- D. TEMPORARY YARD AND GARAGE SALES – Yard, garage, tag, patio and apartment sales are permitted without a permit, as an accessory use on any residential or institutional property in any district. Such sales on the same lot shall be limited to no more than two (2) days per calendar month. Additional regulations can be found in *Chapter 10 Signs*.



CHAPTER 5: ZONING & USE REGULATIONS

5.5 BULK, HEIGHT & DIMENSIONAL REQUIREMENTS

5.5.1: GENERAL LOT PROVISIONS (ALL DISTRICTS)

The following provisions shall apply throughout the zoning jurisdiction of the Town of Cornelius regardless of the underlying regulating district.

- A. All commercial, office, industrial, mixed-use, civic, institutional and multi-family residential buildings shall comply with the provisions of Chapter 4 Building Design Standards.
- B. Corner lots shall have two front yards and utilize the minimum front setbacks for each unless otherwise determined by the Planning Director.
- C. Satellite dishes may not exceed 2 feet in diameter.
- D. Hedges shall be planted at least 3 feet from the property line.
- E. Mailboxes, newspaper boxes, birdhouses, flagpoles, and pump covers may be placed in any front, side or rear yard. Doghouses may be placed in rear yards only.
- F. Trash containers, mechanical equipment and outdoor storage shall be located in the side or rear yard and shall be screened from view. Mechanical equipment shall be setback a minimum of 5 feet from the property line. Outdoor Storage shall utilize Opaque Screen/Buffer consistent with the requirements of the Screening and Landscaping chapter of this Code.
- G. Above ground backflow preventers are expressly prohibited in the established front yards of buildings where underground backflow preventers or a location outside of the established front yard is technically feasible according to the standards and requirements of Charlotte-Mecklenburg Utility Department. Where there is no reasonable alternative to locating an above ground backflow preventer in the established front yard as determined by the Planning Department, the structure housing the device shall be covered in non-reflective material and shall be surrounded, on all sides visible from public streets and abutting properties, by a landscaped Type A opaque screen.

5.5.2: GENERAL LOT PROVISIONS FOR SINGLE FAMILY DISTRICTS

- A. In the Rural Preservation (RP) Zoning District, accessory buildings, pools, and other similar structures shall be constructed as follows:
 - 1. Zoning Administrator has discretion to allow accessory structures to the rear of the principle structure on double frontage lots if they meet the principle building setback along the property lines adjacent to the street.
 - 2. Aggregate area (defined by foundation size) not to exceed 7% of lot area.
 - 3. At the minimal Rural Preservation lot size (or less if non-conforming), no more than 3 accessory buildings may be allowed. If the lot size exceeds the minimum standards, additional accessory structures may be allowed subject to Zoning Administrator approval.
 - 4. Accessory buildings shall be constructed in the rear yard only. (Exception: Detached garages 600 sf or less and may be placed in side yard with Planning Director approval).
 - 5. The width of the road frontage plane of an accessory building shall not exceed 50% of the average lot width.
 - 6. Accessory buildings greater than 600 sf shall have a minimum building separation from the principal structure of 100'. (In the event building separation or side yard setbacks cannot be met due to lot configuration, an alternative site plan may be reviewed and approved by the Planning Director)
 - 7. One accessory dwelling unit per lot not to exceed 50% of the first floor foot-print square footage of the principle structure.
- B. Accessory buildings, pools and other similar structures in all other residential zoning districts shall be constructed in the rear yard only and shall be set back a minimum of 10 feet from the side and rear property lines, except in accordance with Lake Norman buffer requirements according to the "Table



CHAPTER 5: ZONING & USE REGULATIONS

of Dimensional Requirements” per section 5.5.5. The Planning Director may permit the placement of an accessory building in a side yard, if no practical alternative exists, provided the provisions of Chapter 4, Architectural Requirements are met.

- C. The aggregate floor area of all accessory structures shall not exceed ½ the total floor area of the principal structure.
- D. Single family lots of record platted prior to the adoption of the State-mandated watershed protection regulations by the Town of Cornelius or Mecklenburg County are exempt from the buffer provisions prescribed in the Watershed Protection Section of this ordinance providing that the Final Subdivision Plat creating the lot establishes specific, recorded setback conditions for the subdivision. If no such minimum setback conditions exist per the record plat, then the setback provisions of the underlying zoning district apply.
- E. Any existing residential or accessory structure, or open deck encroachments into the required watershed setback or buffer area are not permitted to be expanded, covered, or enclosed to otherwise increase its current nonconforming condition or add impervious area to the watershed buffer area.
- F. Buildings containing multi-family units (excluding townhomes) with three stories or more shall contain an elevator.

5.5.3: GENERAL LOT PROVISIONS FOR MIXED USE & COMMERCIAL DISTRICTS

- A. All ancillary equipment or facilities associated with a commercial use such as gasoline pumps, car wash bays, etc. shall only be allowed to the side or rear of the principal building.
- B. Canopies and awnings are permitted to encroach into the front setback a maximum of 5 feet.
- C. Arcades are permitted to encroach into the right-of-way only with permission from the Town and/or NCDOT.
- D. Bays and garage entrances may not face the fronting street.
- E. Surface parking shall be provided to the side or rear of all buildings.
- E-F. All vehicles must be parked on an approved improved surface, and may not be located on grass or in a buffer or landscaped area.
- F-G. Parking Decks may be located in the front or along street frontage if the architecture is that of a building front/façade that matches the buildings within the immediate area in theme and design or is approved by the Architectural Review Board with an appropriate façade appearance.

5.5.4: URBAN LOT (INFILL) REGULATIONS

- A. Front and side yard setbacks for infill lot development shall be equal to the average for similar principal structures on the same side of the street and within the same zoning district within 300 feet of either side of the lot in question.
- B. Churches and other civic buildings shall be exempt from the front yard setback requirements.
- C. Mixed-use or non-residential buildings on corner lots shall be considered to have 2 front yards and shall utilize the minimum front setback for each façade. Residential structures may reduce the required side yard setback for corner lots upon approval of the Planning Director.
- D. Nothing in this Ordinance shall require any change in the plans, construction, or designed use of any building or structure for which a building permit was secured prior to the adoption of this Ordinance, providing the building permit remains valid.
- E. All non-residential structures on a lot shall have access available from a public street for use by service or emergency vehicles.
- F. All lots shall front upon a street built in accordance with Chapter 7. With the provision of lane or alley access, lots may front upon a close or a square, but shall be of sufficient design to allow for the provision of emergency services.



CHAPTER 5: ZONING & USE REGULATIONS

- G. Up to 4 residential lots, platted prior to October 7, 1996 may be accessed from a public street via a privately maintained easement with a minimum width of 35 foot for use by service or emergency vehicles.

5.5.5: TABLE OF DIMENSIONAL REQUIREMENTS

		ZONING DISTRICTS										
Measure	Unit	RP	GR	NR	NMX	WMX	TC	VC	HC	BC ²	CO ²	IC ²
DENSITY/LOT SIZE												
Max. Density	DU/A	0.33	2	3	-	-	12	-	-	-	-	-
Lot Size Min	Acres	3 ¹	0.5	0.33	-	-	-	-	-	-	-	1
Lot Size Min	Sq. Ft.	130680	21780	14520	-	-	-	-	-	-	-	43560
LOT WIDTH												
Min. Frontage at ROW	Feet	35 ³	35	16	16	16	-	-	-	-	-	-
Frontage Build-Out	%	-	-	-	50	50	75	50	-	-	-	-
Min. Lot Width @ bldg. line	Feet	60	60	50	16	16	16	16	50	-	-	-
HEIGHT												
Height - Max (Principal)	Feet	35	-	26	26	-	-	-	-	36	36	36
Height - Min (Principal)	Feet	-	-	-	-	-	26	26	-	-	-	-
Height - Max (Accessory)	Feet	26 ⁴	26	26	26	-	-	-	-	-	-	-
Height - Stories Max.	#	2	-	2	2	6 ⁵	4 ⁵	3 ⁵	3 ⁵	3 ⁵	3 ⁵	3 ⁵
SETBACKS												
Setback - Front Min	Feet	50 ⁶	25 ⁶	10 ⁶	-	10	-	-	25	-	-	70 ⁸
Setback - Front Max	Feet	N/A ⁴	N/A	20	15	25	10	-	-	-	-	-
Setback – State Roads	Feet	N/A	25	25	25	25	-	25	25	25	25	25
Setback - Westmoreland Rd. (West of 77)	Feet			170	170							
2nd & 3rd Story ROW Encroachment	Feet	-	-	-	-	5	5	5	-	-	-	-
Setback – Sides	Feet	15 ⁶	10 ⁶	10 ⁶	-	-	-	-	-	-	-	-
Setback – Rear	Feet	50	25	25	25	-	-	25	30	-	-	-
Setback - Rear Alley	Feet	-	-	0 ⁷	0 ⁷	0 ⁷	0 ⁷	0 ⁷	-	-	-	-
Parking Setback	Feet	-	-	-	-	-	-	-	-	-	-	30 ⁸



CHAPTER 5: ZONING & USE REGULATIONS

		ZONING DISTRICTS										
Measure	Unit	RP	GR	NR	NMX	WMX	TC	VC	HC	BC ²	CO ²	IC ²
Lake Norman - from 760' contour (all structures)	Feet	50	50	50	50	50	50	50	50	50	50	50
Setback – Side and Rear Accessory (less than 600 sq. ft.)	Feet	10	10	10	10	-	-	10	10	-	-	-
Setback – Side and Rear Accessory (600+ sq. ft.)	Feet	15	15	15	15	-	-	15	15	-	-	-
Min. District Size	Acres	-	-	-	-	-	-	-	-	10	5	10
District Buffer	Feet	-	-	-	-	-	-	-	-	-	-	80
Residential Buffer	Feet	-	-	-	-	-	-	-	30	100	75	100
Interstate Buffer	Feet	50	50	50	50	50	50	50	50	50	50	50

¹ Lots platted prior to October 7, 1996 shall be a minimum of 30,000 sf

² Internal Setbacks Not Applicable in BC, CO & IC as long as district buffer is met

³ Exception – Family & Farmhouse Cluster Subdivisions

⁴ Exception – Farm Structures

⁵ Max 6 stories allowed with CZ request only

⁶ See section 5.5.4, Infill Setbacks

⁷ Garages on alleys shall be setback 20-ft from edge of pavement

⁸ Bailey Road Industrial Corridor, front setback is 70-ft, parking setback is 30-ft



CHAPTER 5: ZONING & USE REGULATIONS

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CHAPTER 6: USES PERMITTED WITH CONDITIONS

- H. Co-location is encouraged. Co-location may occur on poles of non-conforming Antenna Systems. Co-location of additional equipment is permitted for public uses of antenna nodes.
- I. Antenna Systems in existence before the adoption of this ordinance may expand and change after going through an amendment process for the appropriate right of way permit or similar approval and an administrative zoning approval process.
- J. In the event of non-removal of outdated and unused antenna systems equipment, all other projects involving the company who has not removed equipment shall not be permitted to obtain additional permits for new antenna system service.
- K. Obsolete equipment or unused portions of Antenna Systems that are abandoned must be removed within 90 days of abandonment. In the event of non-removal of outdated and unused antenna systems equipment, all other projects involving the company who has not removed equipment shall not be permitted to obtain additional permits for new antenna system service.

6.2.3 AUTOMATIC TELLER MACHINE

- A. Freestanding ATM structures shall be visible from a public street for security reasons.
- B. Freestanding ATM's may be located within a required setback, but may be no closer than five feet to any property line.
- C. Freestanding ATM structures exterior materials shall match the principal building.
- D. Freestanding ATM structures shall be reviewed by the Architectural Review Board.
- E. Drive Through only ATM's shall meet the conditions listed in this section for Drive-Through window facilities.

6.2.4 AUTOMOBILE, TRUCK, MOTORCYCLE, BOAT, RECREATIONAL VEHICLE (RV) SALES AND RENTALS (CZ in ASD-0)*

- A. Large surface parking lots should be visually and functionally segmented into several smaller lots. The size of any single surface parking lot shall be limited to three (3) acres, unless divided by a street, Principal building, or landscaping.
- B. Type C interior plantings shall be provided in and around public parking, and sales, and rental lot areas. Double stacking may be allowed within sales and rental lots on a case by case basis provided that all other parking and screening requirements are met.
- C. All outdoor sales or display of vehicles shall be setback a minimum of twenty (20) feet from the front property line, on approved improved surfaces, and shall be screened with a type B buffer in accordance with Chapter 9, Section 9.4.2(8). Outdoor display areas cannot be located in front of the principal structure and may not be located on grass, or in a buffer or landscaped area.
- D. No outdoor public address system shall be permitted which can be heard beyond the boundaries of the property.

6.2.5. AUTOMOTIVE LEASING AND/OR SERVICE (HC as a Conditional Use Only)*

- A. Large surface parking lots should be visually and functionally segmented into several smaller lots. The size of any single surface parking lot shall be limited to three acres, unless divided by a street, principal building, or Type A Opaque Screen/Buffer.
- B. No outdoor public address system shall be permitted which can be heard beyond the boundaries of the property.





**TOWN OF CORNELIUS
LAND DEVELOPMENT CODE
TEXT AMENDMENT APPLICATION**

Date Filed: / /	Case #:
Fee Paid: \$	Public Hearing: / /

Section Number(s):	<u>5.2.5</u>
Title of Section:	<u>Automobile Sales District</u> <u>Overlay</u>

Reasons why the Text Amendment should be changed: to add Automobile
rental as a permitted use by right within
the overlay district.

-- delete 5.2.5 (a) minimum three (3) acre requirement

ARCHER REAL ESTATE HOLDINGS LLC

Name of Petitioner/Agent

233 HALLMARK RD.

Petitioner's Address

STATESVILLE NC, 28625

City, State, Zip Code

[Signature]

Petitioner's Signature

704-363-4216

Telephone Number

Fax Number

dtarcher.1@gmail.com

SAME

Name of Owner

SAME

Owner's Address

City, State, Zip Code

Owner's Signature

Telephone Number

Fax Number

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP
Director of Planning

Action Requested:

Consider a modification to Chapter 10, Signs, with respect to election signs to be in compliance with North Carolina General Statute 136-32. Specifically:



1. Signs may be posted beginning on the 30th day before the beginning date of "one-stop" early voting; and
2. Signs are to be removed by the 10th day after the primary or election day.

The Planning Board and LDCAB unanimously recommended approval.

Manager's Recommendation:

Approve an Ordinance to amend the Land Development Code as recommended by the LDCAB and Planning Board

ATTACHMENTS:

Name:	Description:	Type:
 ORD-TA_06-17_Election_Signs.pdf	ORD TA 06-17 Election Signs	Ordinance
 CH_10_Signs-marked.pdf	TA 06-17 Election Signs, Chapter 10	Backup Material

**AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS
LAND DEVELOPMENT CODE**

WHEREAS, the Town Board of Commissioners on October 7, 1996 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 136-32 regulating political signs; and

WHEREAS, proper statutory notice of public hearing on the issue of amending the Cornelius Land Development Code has been provided through advertisement in a newspaper of general circulation in the Town; and,

WHEREAS, the Planning Board of the Town of Cornelius has recommended that the Town Board of Commissioners amend the Cornelius Land Development Code; and

WHEREAS, a public hearing on the amendment has been held by the Town Board of Commissioners on August 21, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius, North Carolina that Chapter 10: Signs, of the Land Development Code, be AMENDED (See Exhibit A).

Adopted this 21st day of August, 2017.

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Exhibit A

TA 06-17: CAMPAIGN/ELECTION SIGNS

AMEND Chapter 10, Campaign/Election Signs to comply with North Carolina General Statute 136-32 as follows:

CAMPAIGN/ELECTION SIGNS

Permissible Districts: ~~RP, GR, NR, MHN, HC, IC, WMX, BC, CO, NMX, VC, TC, TN, TRD~~ O ALL Districts

During the period beginning on the 30th day before the beginning date of “one-stop” early voting and ending on the 10th day after the primary or election day, persons may place political signs as follows:

- Each sign shall not exceed six (6) square feet in area.
- The property owner upon whose land the sign is placed shall give express permission for the placement of said signs and will be held responsible for violations.
- No sign shall be placed in any Town owned right-of-way, on any telephone pole or street sign, or on any public property unless otherwise allowed per the NC General Statutes that are modified from time to time.
- Placement of political signage within windows of business is permitted subject to Section 10.6 of this Ordinance and not subject to the 30-day time period.

CHAPTER 10: SIGNS

WARNING/PUBLIC INTEREST SIGNS

Permissible Districts: RP, GR, NR, MHN, HC, IC, NMX, VC, TC, TN, TRD-O

"Warning", "No Trespassing" and similar informational signs provided they do not exceed four (4) sq. ft. in area.



STADIUM SIGNS/RECREATIONAL SIGNS

Permissible Districts: RP, GR, NR, MHN, HC, IC, NMX, VC, TC, TN, TRD-O

Signs located within a stadium intended to be read only by persons seated within the stadium, and not from any right of way outside of the stadium.



Maximum size allowed 32 sq. ft. in total area.

Facility signage associated with naming shall be limited to 32 square feet in total area.

All free standing signage shall not exceed 6 feet in total height.

Internal pedestrian signage shall not exceed 2 square feet in total area.

YARD SALE SIGNS

Permissible Districts: RP, GR, NR, MHN, HC, IC, NMX, VC, TC, TN, TRD-O

One (1) on-premise and three (3) off-premise yard sale signs per yard sale. All such signs may be placed no earlier than twenty-four (24) hours before the sale and shall be removed within twenty-four (24) hours after the yard sale has been terminated. No such sign shall be greater than four (4) square feet in area. All such signs shall be located off the street right of way.



FARM PRODUCT SIGNS

Permissible Districts: RP, GR, NR, MHN, HC, IC, NMX, VC, TC, TN, TRD-O

One on-premises temporary farm sign shall be allowed not to exceed six (6) sq. ft. and four (4) ft. in height and set back a minimum of 10-feet from all property lines.



Such signs shall be for seasonal sales only, and shall be removed at the end of the growing season.

Two (2) off-premise signs shall be allowed not to exceed eight (8) sq. ft. and four (4) ft. in height. They shall only be placed at major approaches within 1000-feet of the advertised location from Friday 6:00 PM until the following Sunday 8:00 PM.

CAMPAIGN/ELECTION SIGNS

Permissible Districts: ~~RP, GR, NR, MHN, HC, IC, NMX, VC, TC, TN, TRD-O~~ ALL Districts

During the period beginning on the 30th day before the beginning date of "one-stop" early voting and ending on the 10th day after the primary or election day, persons may place political signs as follows:

- Each sign shall not exceed six (6) square feet in area.
- The property owner upon whose land the sign is placed shall give express permission for the placement of said signs and will be held responsible for violations.
- No sign shall be placed in any Town owned right-of-way, on any telephone pole or street sign, or on any public property unless otherwise allowed per the NC General Statutes that are modified from time to time.
- Placement of political signage within windows of business is permitted subject to Section 10.6 of this Ordinance and not subject to the 30-day time period.



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Director of Planning

Action Requested:



The Town's Subdivision definition currently contains an exemption for the public purchase of right-of-way for new streets. With the Town and NCDOT having numerous projects through the TIP, Bonus Allocation and the Town Bond Program, the Town Attorney wanted to make sure the definition was clear moving forward. An amended definition has been provided that offers clarity to the public acquisition portion of the definition.

The LDCAB and Planning Board have unanimously recommended the amendment.

Manager's Recommendation:

Approve an Ordinance to amend the Land Development Code as recommended by the LDCAB and Planning Board

ATTACHMENTS:

Name:	Description:	Type:
 CH_02_Definitions-subdivision_def.pdf	TA 07-17 Subdivision Definition	Backup Material
 ORD-TA_07-17_Subdivision_Definition.pdf	ORD TA 07-17	Backup Material

CHAPTER 2: DEFINITIONS

Subdivision

All divisions of a lot or parcel of land into one or more new lots, building sites, or other divisions for the purpose of sale, lease, or building development (whether immediate or future) and shall include all division of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this ordinance.

1. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of this ordinance provided, however, any combination or recombination of lots that results in modified lot boundary lines, shall require a recombination plat administratively approved by the Planning Director or designee and recorded at the Mecklenburg County Register of Deeds;
2. The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved;
3. The public acquisition by purchase of strips of land for the widening or opening of streets; **for clarity, this exception is intended to include all public acquisition by purchase (negotiated or eminent domain) of land for existing or new public streets initiated by a public entity such as NCDOT or the Town and is distinguished from a street right of way dedication by a non-governmental entity (at no cost to the public entity) in connection with sale, lease or building development;**
4. The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of this code;
5. ~~The division of a tract into plots or lots used as a cemetery.~~The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the N.C. General Statutes.



**AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS
LAND DEVELOPMENT CODE**

WHEREAS, the Town Board of Commissioners on October 7, 1996 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

WHEREAS, proper statutory notice of public hearing on the issue of amending the Cornelius Land Development Code has been provided through advertisement in a newspaper of general circulation in the Town; and,

WHEREAS, the Planning Board of the Town of Cornelius has recommended that the Town Board of Commissioners amend the Cornelius Land Development Code; and

WHEREAS, a public hearing on the amendment has been held by the Town Board of Commissioners on August 21, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius, North Carolina that Chapter 2: Definitions, of the Land Development Code, be AMENDED as specified in Exhibit A.

Adopted this 21st day of August, 2017.

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Exhibit A

TA 07-17: SUBDIVISION DEFINITION

MODIFY the Subdivision definition in Chapter 2, as follows:

Subdivision

All divisions of a lot or parcel of land into one or more new lots, building sites, or other divisions for the purpose of sale, lease, or building development (whether immediate or future) and shall include all division of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this ordinance.

1. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of this ordinance provided, however, any combination or recombination of lots that results in modified lot boundary lines, shall require a recombination plat administratively approved by the Planning Director or designee and recorded at the Mecklenburg County Register of Deeds;
2. The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved;
3. The public acquisition by purchase of strips of land for the widening or opening of streets; **for clarity, this exception is intended to include all public acquisition by purchase (negotiated or eminent domain) of land for existing or new public streets initiated by a public entity such as NCDOT or the Town and is distinguished from a street right of way dedication by a non-governmental entity (at no cost to the public entity) in connection with sale, lease or building development;**
4. The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of this code;
5. ~~The division of a tract into plots or lots used as a cemetery. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the N.C. General Statutes.~~

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners
From: Wayne Herron, AICP
Director of Planning

Action Requested:

Staff has received citizen inquiries to study and re-evaluate the public input process provided for within conditional zoning cases. Currently, the meetings involved with conditional zoning cases are as follows:

1. Pre Development Review Committee (PDRC)
2. Community Meeting (developer led)
3. Architectural Review Board (ARB)
4. Planning Board
5. Town Board (Town sponsored and statutory required public hearing)

Staff recommends adding a public hearing immediately following the community meeting, which will be held at the next regularly scheduled Town Board meeting.



The additional public hearing will allow for public input, but no decision shall be rendered by the Town Board. No additional time will be added to the current conditional zoning process and no additional advertising costs will be incurred.

The Planning Board and LDCAB unanimously recommended approval of this text amendment.

Manager's Recommendation:

Approve an Ordinance to amend the Land Development Code as recommended by the LDCAB and Planning Board.

ATTACHMENTS:

Name:	Description:	Type:
 ORD-TA_08-17_PH_for_CZ_Chapter_12.pdf	ORD TA 08-17 Additional Public Hearing for CZ Process	Ordinance
 Ch_12_Development_Review_Process-marked.pdf	TA 08-17 Additional Public Hearing, Chapter 12	Backup Material

**AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS
LAND DEVELOPMENT CODE**

WHEREAS, the Town Board of Commissioners on October 7, 1996 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

WHEREAS, proper statutory notice of public hearing on the issue of amending the Cornelius Land Development Code has been provided through advertisement in a newspaper of general circulation in the Town; and,

WHEREAS, the Planning Board of the Town of Cornelius has recommended that the Town Board of Commissioners amend the Cornelius Land Development Code; and

WHEREAS, a public hearing on the amendment has been held by the Town Board of Commissioners on August 21, 2017.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius, North Carolina that Chapter 12: Development Review Process, of the Land Development Code, be AMENDED as specified in Exhibit A.

Adopted this 21st day of August, 2017.

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

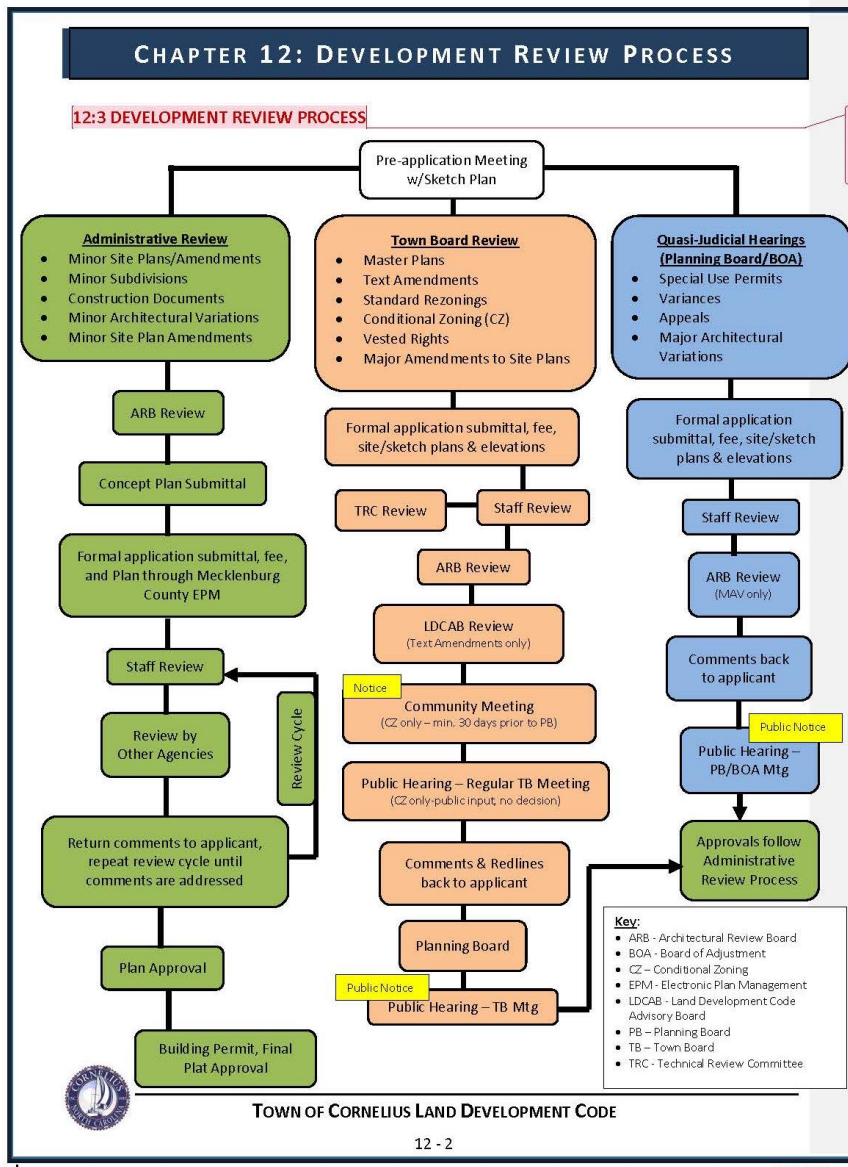
Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Exhibit A

TA 08-17: ADDITIONAL PUBLIC HEARING FOR CZ PROCESS

AMEND Section 12.3 in Chapter 12, as follows:



Commented [BP1]: This heading was added, causing subsequent sections to be renumbered.
Also added the Public Hearing following the Community Meeting for CZ applications.

AMEND Section 12.7.3 in Chapter 12 as follows:

12.7.3 PUBLIC HEARINGS BY THE TOWN BOARD OF COMMISSIONERS:

For conditional zoning applications only, the first public hearing shall be conducted immediately following the community meeting, at the next regularly scheduled Town Board meeting. This hearing allows for public input, but no decision on the rezoning application shall be rendered by the Town Board.

Upon receipt of recommendations from the Planning Board and other applicable boards, the Town Board of Commissioners shall conduct a public hearing, in the case of conditional zoning requests, this will be the second public hearing. Notice of ~~the~~ this public hearing shall be given as follows:

- A. A notice shall be published in a newspaper having general circulation in the town not less than ten (10) days or more than twenty-five (25) days prior to the date established for the Public Hearing.
- B. A notice of the public hearing shall also be sent by first class mail by the Zoning Administrator or designee to the affected property and to all contiguous property owners.

CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12.1: PURPOSE AND INTENT

The purpose of these requirements is to establish an orderly process to develop land within the jurisdiction of the Town of Cornelius consistent with standard development practices and terminology. It is the intent of this Code to provide a clear and comprehensible development process that is fair and equitable to all interests including the petitioners, affected neighbors, Town staff and related agencies, the Planning Board and Parks and Recreation Commission, and the Town Board of Commissioners.

It is also the intent of this Section to ensure that land, parcels, and lots are appropriately subdivided so that their use and development complies with all applicable requirements of this Ordinance. It is also the intent to ensure that compliance is in a manner generally harmonious with surrounding properties and without the endangerment of the health, safety, and general welfare of existing, prospective, or future owners, users, surrounding and adjoining properties, and the public. This Section provides for adequate and efficient provision of facilities and/or infrastructure, and the dedication of land, rights-of-way, and easements, so as not to burden the fiscal resources of the Town. These provisions include the construction of buildings and utilities, streets and sidewalks, landscaping, recreational open spaces, and other provisions required for the public good of the Town of Cornelius.

The Town of Cornelius Board of Commissioners shall adopt from time to time, a schedule of fees for application and approval processing as specified in this ordinance. This process, as established, provides the applicant an opportunity to submit a Development Plan for review and approval by the Town prior to the submission of Construction Documents. This Development Plan shall be the guiding document in the review of the Construction Documents for final approval and permitting.

12.2: APPLICABILITY

In general, the review process described in this Chapter shall be used for all uses and development other than individual single or two family detached homes (as permitted) and their accessory structures on a single lot. The Zoning Administrator or designee may waive the required Development Review Process only in the following cases when it is determined that the submission of a development plan in accordance with this Chapter would serve no useful purpose:

- A. Accessory Structures or
- B. Any enlargement of a principal building by less than twenty percent (20%) of its existing size provided such enlargement will not result in site or landscaping improvements; or
- C. A change in principal use where such change would not result in a change in lot coverage, off-street parking access or other external site characteristics, except where a Special Use Permit has been issued.

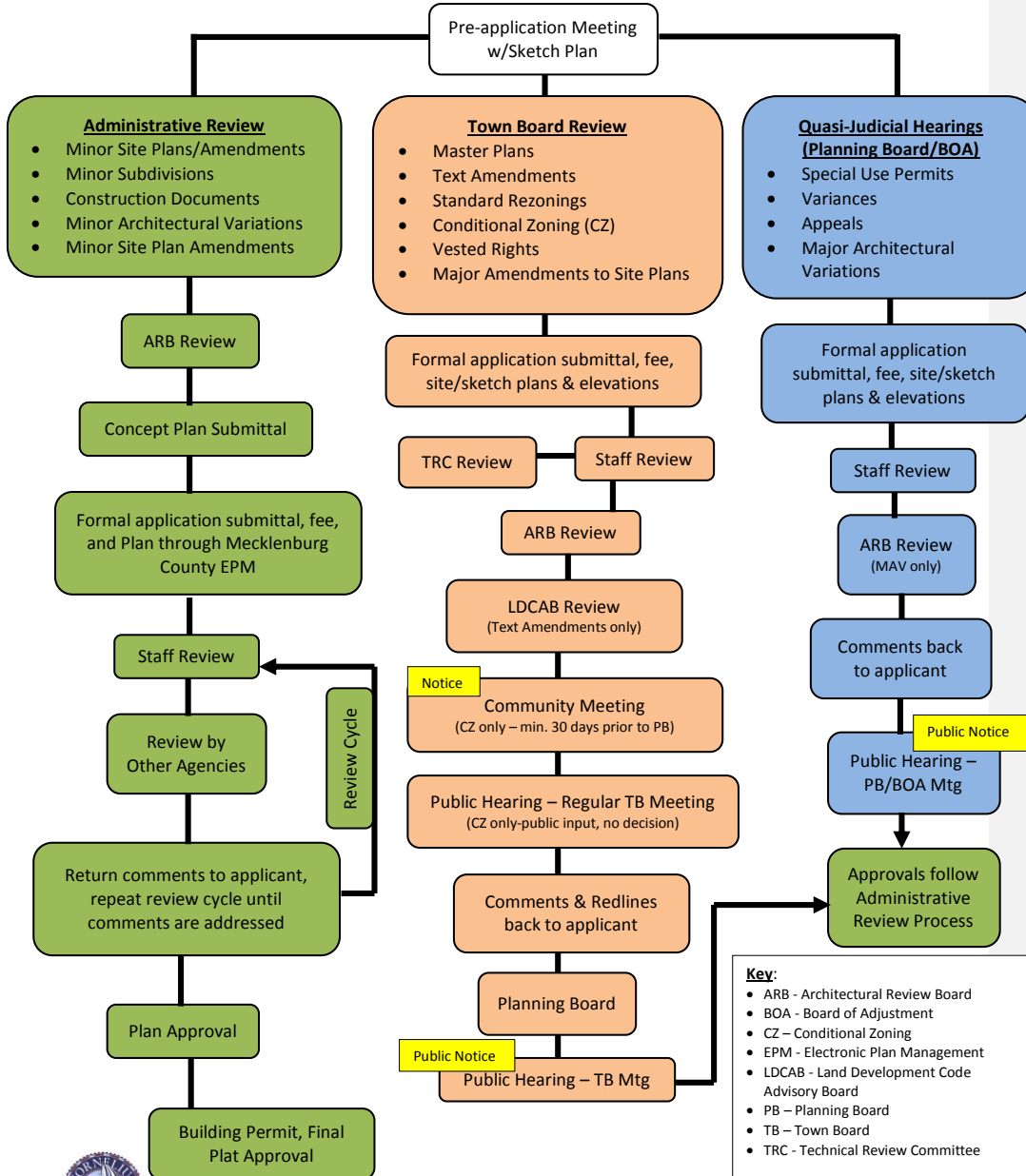


CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12:3 DEVELOPMENT REVIEW PROCESS

Commented [BP1]: This heading was added, causing subsequent sections to be renumbered.

Also added the Public Hearing following the Community Meeting for CZ applications.



TOWN OF CORNELIUS LAND DEVELOPMENT CODE

CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12.4: PRE-APPLICATION MEETING AND SKETCH PLAN

The Applicant shall schedule a pre-application meeting with the Planning Staff to review a Sketch Plan of the proposed development. The Planning staff will advise the applicant of all applicable Town regulations and policies and suggest development alternatives. This stage is a non-binding and informal review of a development proposal intended to provide information to the applicant on the procedures and policies of the Town of Cornelius and does not confer upon the applicant any development rights.

The Planning Department may submit a Sketch Plan to other departments or agencies for input and recommendations. After a reasonable review of the Sketch Plan, the Planning Department shall forward all appropriate comments to the applicant. The requirements for submission are listed in Section 13.4 Sketch Plan Requirements.

12.5: PROCEDURES FOR ADMINISTRATIVE APPROVAL

The Planning Director or designee will determine that an application is complete based on review of the Plans for compliance with the Code and all related plans and policies. Concept plans and Construction Documents may then be prepared in accordance with the specifications of Section 13.6. Submittals for Minor Architectural Variations may include elevations and any other drawings or documents that the Planning Director or designee deem necessary to render a decision.

The Planning Director or designee may require that the Plans be circulated to the relevant Town, County and State agencies and officials for comments as to the proposed development's conformance to all applicable standards and requirements and whether approval is recommended.

Once the Planning Director or designee deems the Plans or Construction Documents to be complete and in compliance with all provisions of this Ordinance, it may be approved. Approval of Construction Documents also constitutes approval of the Preliminary Plat. Final Plats for Minor Subdivisions will also be reviewed by the Planning Department and approved administratively.

12.6: PROCEDURES FOR PLANNING BOARD APPROVAL

All Minor Amendments to Town Board approved Plans, Major Architectural Variations and Special Use Permits shall be approved by the Planning Board after having held a Public Hearing.

12.6.1 APPLICATION AND PLANNING DEPARTMENT REVIEW:

A Plan of the proposed site plan amendment, architectural variation or Special Use Permit shall be submitted and shall be accompanied by a completed application and payment of a fee as adopted by the Town Board of Commissioners. The Planning Director or designee will present the Plan to the Technical Review Committee and may require the Plan to be circulated to other relevant governmental agencies and officials. The requirements of the submission are listed in Section 13.5.

12.6.2 PUBLIC HEARING BY THE PLANNING BOARD:

The Planning Board shall conduct a public hearing. Notice of the public hearing shall be given as follows:



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

- A. A notice shall be published in a newspaper having general circulation in the town not less than ten (10) days or more than twenty-five (25) days prior to the date established for the Public Hearing.
- B. A notice of the public hearing shall also be sent by first class mail by the Zoning Administrator or designee to the affected property and to all contiguous property owners.

12.6.3 CONSIDERATION BY THE PLANNING BOARD:

After the public hearing, the Planning Board shall have up to sixty (60) days from the date of their first regularly scheduled meeting of consideration to defer, approve, approve with conditions, or deny the Plan. Alternatively, the Planning Board may suspend the review period and request additional information of the applicant, other governmental agencies, or interested/affected parties in order to aid in the review of the Development Plan or deferral of its consideration. If the Application is denied, the reasons for denial shall be provided to the applicant in writing.

Following denial by the Planning Board, the Applicant may file a new Application and associated fee. Unless the Planning Board explicitly states conditions that must be met prior to the resubmission of an Application, the Applicant shall not submit a new Application for the same property within one (1) year of the date of denial by the Planning Board unless the Application is significantly different from the previously denied Application. All Applications shall be resubmitted for full review beginning with Section 12.56.1 unless the Application is resubmitted to address conditions set forth by the Planning Board for re-application.

Approval of a Plan shall constitute final Planning Board approval except for any required approval of Construction Documents.

12.7: PROCEDURES FOR TOWN BOARD APPROVAL

Plans may be approved by the Town Board of Commissioners after having held a Public Hearing and upon review and recommendation by the Planning Board and, if applicable, the Parks and Recreation Commission.

12.7.1 APPLICATION AND PLANNING DEPARTMENT REVIEW:

A Plan of the proposed development shall be submitted and shall be accompanied by a completed application and payment of a fee as adopted by the Town Board of Commissioners. The Planning Director or designee will present the Plan to the Technical Review Committee and may require that the Plan be circulated to other relevant governmental agencies and officials for comments and recommendations. The requirements for submission are listed in Section 13.5.

12.7.2 REVIEW BY THE PLANNING BOARD AND OTHER APPLICABLE BOARDS:

Once the Planning Department has received a complete application and has had adequate time to review and make comments, they shall schedule the Application for review by the Planning Board and other boards (if applicable) at their next regularly scheduled meetings.

The Planning Board shall have up to sixty (60) days from the date of their first regularly scheduled meeting of consideration to recommend deferral, approval, approval with conditions, or denial of the application to the Town Board of Commissioners. Alternately, the Planning



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

Board may suspend the review period and request additional information of the applicant in order to aid in the review of the Development Plan or deferral of its consideration.

If no recommendation is made within the sixty (60) day period, the Application shall move forward to the Town Board without recommendation.

12.7.3 PUBLIC HEARINGS BY THE TOWN BOARD OF COMMISSIONERS:

For conditional zoning applications only, the first public hearing shall be conducted immediately following the community meeting, at the next regularly scheduled Town Board meeting. This hearing allows for public input, but no decision on the rezoning application shall be rendered by the Town Board.

Upon receipt of recommendations from the Planning Board and other applicable boards, the Town Board of Commissioners shall conduct a public hearing, in the case of conditional zoning requests, this will be the second public hearing. Notice of ~~the~~ this public hearing shall be given as follows:

- A. A notice shall be published in a newspaper having general circulation in the town not less than ten (10) days or more than twenty-five (25) days prior to the date established for the Public Hearing.
- B. A notice of the public hearing shall also be sent by first class mail by the Zoning Administrator or designee to the affected property and to all contiguous property owners.

12.7.4 CONSIDERATION BY THE TOWN BOARD OF COMMISSIONERS:

After the public hearing, the Town Board shall have up to sixty (60) days from the date of their first regularly scheduled meeting of consideration to defer, refer back to the Planning Board, approve, approve with conditions, or deny the Development Plan. Alternatively, the Town Board may suspend the review period and request additional information of the applicant, other governmental agencies, or interested/affected parties in order to aid in the review of the Development Plan or deferral of its consideration. If the Application is denied, the reasons for denial shall be provided to the applicant in writing.

Following denial by the Town Board, the Applicant may file a new Application and associated fee. Unless the Town Board explicitly states conditions that must be met prior to the resubmission of an Application, the Applicant shall not submit a new Application for the same property within one (1) year of the date of denial by the Town Board unless the Application is significantly different from the previously denied Application. All Applications shall be resubmitted for full review beginning with Section 12.57.1 unless the Application is resubmitted to address conditions set forth by the Town Board for re-application.

Approval of a Plan shall constitute final Town Board approval for all phases of the development except for any required approval of Construction Documents.



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12.7.5 REVIEW AND APPROVAL OF CONSTRUCTION DOCUMENTS:

Following approval of the Development Plan by the Planning Board or Board of Commissioners, the applicant may submit Construction Documents in accordance with Section 13.6 Construction Documents. The Planning Department and other agencies as necessary shall review the Construction Documents for conformance with the approved Plan.

If the Application is denied, the reasons for denial shall be provided to the applicant in writing. Following denial, the Applicant may file a new Application and associated fee and follow the procedures as prescribed in this subsection.

Approval of the Construction Documents shall also constitute Preliminary Plat approval for Major Subdivisions and Zoning Permit Approval for Site Plans.

No grading or infrastructure construction work may commence until the Construction Documents are approved.

Final Plats shall be prepared in accordance with Section 13.8 and shall be approved administratively by the Planning Department.

12.7.6 EFFECT OF APPROVAL OF THE PRELIMINARY PLAT:

Only after receiving Preliminary Plat approval as prescribed by this Chapter and other written approval and necessary permits from the appropriate regulating agencies, shall the developer begin grading, soil erosion, and infrastructure construction on the development.

Approved Preliminary Plats are valid for 1 year from the date of approval by the Town of Cornelius. Reasonable and necessary extensions may be granted at the Board's sole discretion if a written request by the developer is made to the Town Board forty-five (45) days prior to the 1-year anniversary of preliminary plat approval. Upon expiration of approval prior to final plat approval and recordation, a new application for subdivision will be required in accordance with the process before development can recommence.

Approval of Construction Documents and a Preliminary Plat constituting an individual phase of a multi-phase project, which has not been entirely approved, does not constitute approval by the Town of any remaining phases. For approved preliminary plats consisting of multiple phases, only the phase that is to be developed for sale immediately shall be submitted for final plat approval.

Any substantial changes proposed to an approved preliminary plat shall be reviewed by the Planning Board and approved or denied by the Town Board of Commissioners as amended Construction Documents.

All required infrastructure improvements for the preliminary plat shall be in place within 1 year of preliminary plat approval. If circumstances beyond the control of the developer do not allow for the completion of the required work within the 1 year period or the size of the phase is such that 1 year is insufficient time to complete all required work, then the developer may file a written request for an extension with Town Board no later than forty-five (45) days prior to the



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

1 year anniversary of preliminary plat approval by the Town as provided above. If infrastructure work is not completed within 1 year and/or no extension request is filed with Town Board and approved, preliminary plat approval becomes null and void on the day of the 1-year anniversary and a new application will be required.

12.7.7 REVIEW AND APPROVAL OF FINAL PLAT:

The developer shall initiate the final subdivision plat approval process by submitting the Final Plat and copies of any required improvement guarantees to the Planning Department. During the review period, the Zoning Administrator or designee will confirm the accuracy of the Final Plat. If substantial errors are found, including inconsistencies with the approved Preliminary Plat, the Final Plat shall not be approved and the review period suspended until the applicant has corrected such errors. A list of the needed corrections shall be provided to the applicant. Once complete, the Final Plat shall be approved or denied by the Zoning Administrator or designee.

The Final Plat shall constitute all portions of a phase the approved Preliminary Plat. No Final Plat shall be approved unless and until the subdivider has installed in that area all improvements required by this ordinance or has posted any required improvement guarantees as prescribed by this Ordinance.

Any conditions placed by the Town on the approval of the Final Plat shall be addressed by the subdivider.

Approved Final Plats must be filed by the applicant for recording with the Register of Deeds of Mecklenburg County within thirty (30) days of the date of approval by the Zoning Administrator or designee; otherwise, such approval shall be null and void. After recordation, the subdivider shall provide one (1) certified mylar copy for permanent file in the Planning Department.

12.7.8 REVISIONS TO FINAL PLATS:

Revisions to Final Plats may only be approved administratively by the Planning Department under the following circumstances:

- A. No lot or tract of land shall be created or sold that is smaller than the minimum size as required by this Code for the District in which the subdivision is located.
- B. Rights-of-way shall not be changed.
- C. Street alignment and block sizes shall not be changed.
- D. Property lines shall not be changed to cause the building setbacks of any lot to become non-conforming.
- E. Non-conforming or flag lots shall not be created.
- F. The character of the area shall be maintained.



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12.7.9 PENALTIES FOR TRANSFERRING LOTS IN UNAPPROVED SUBDIVISIONS:

Any person who, being the owner or agent of the owner of any land located within the jurisdiction of Town of Cornelius, thereafter subdivides his land in violation of this ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under this ordinance and recorded in the office of the register of deeds, shall be guilty of a misdemeanor. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The Town of Cornelius may bring an action for injunction of any illegal subdivision, transfer, conveyance, or sale of land and the court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with this ordinance.

12.8 AMENDMENTS TO CONDITIONAL USE PERMITS

Major Amendments to Conditional Use Permits shall follow the Conditional Zoning Process. Minor Amendments to Conditional Use Permits shall follow the Special Use Permit Process.

12.9 VESTED RIGHTS REQUIREMENTS

12.9.1 GENERAL PROCEDURES

Pursuant to G.S.160A-385.1 and notwithstanding any other provision or amendment thereto, a landowner may apply for approval of a site-specific development plan as defined in the statute that shall entitle said landowner to develop property in accordance with said plan.

All requests for Vested Rights shall be accompanied by a site-specific development plan in accordance with the provisions of Section 13.5 Development Plan Requirements. A request to extend vesting rights to a previously approved Development Plan shall be reviewed and approved by the Town Board of Commissioners after notice and public hearing.

12.9.2 TOWN BOARD ACTION

The Town Board shall determine whether or not to accord a vested right after the review and consideration of the Planning Department and Planning Board in accordance with the procedures listed in 12.57. The Town Board may not require the landowner to waive his vested right as a condition of development approval. The Town Board may approve the vested rights for a period greater than two (2) years, provided the total period does not exceed five (5) years from the date of plan approval of the site.

The vesting of any plan beyond a two (2) year period may only be authorized by the Town Board where it is found that due to (i) the sizing and phasing of the development; or (ii) the level of investment; or (iii) the need for the development; or (iv) economic cycles; or (v) market conditions, building permits for all phases of the development cannot be secured within two years.

12.9.3 EFFECT OF APPROVAL OF VESTING

The effect of the Town Board approving a vested plan shall be to vest such site plan for a period of two (2) years to five (5) years as approved by the Town Board from the date of approval.



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

A vested right shall confer upon the landowner the right to undertake and complete the development and use of said property under the terms and conditions of the approved site-specific development plan as provided for in this Section. Failure to abide by the terms and conditions placed upon such approval will result in the forfeiture of the vested right previously accorded.

A vested right, once established as herein provided, shall preclude any zoning action by the Town which would change, alter, impair, prevent, diminish or otherwise delay the development or use of the property as set forth in the approved site specific development plan except under the following conditions where such rights are terminated and revoked:

- A. The affected landowner provides written consent to the Town of his desire to terminate the vested right; or,
- B. The Town determines after having advertised and held a public hearing, that natural or man-made hazards exist on or in the immediate vicinity of the property which pose a serious threat to the public health, safety and welfare if the project were to proceed as indicated in the plan; or,
- C. Compensation is made by the Town to the landowner for all costs, expenses, and other losses incurred including, but not limited to, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and any other consultant's fees incurred after approval together with interest thereon at the legal rate until paid; or,
- D. The Town determines, after having advertised and held a public hearing, that the landowner or his representative intentionally supplied inaccurate information or made material misrepresentations which made a difference in the approval by the Town Board of the plan; or,
- E. Upon the enactment or promulgation of a State or Federal law or regulations which precludes development as contemplated in plan. In such case the Town may (after having advertised and conducted a public hearing) modify the affected provisions upon a finding that this change in State or Federal law has a fundamental effect on the plan.

Once a vested right is granted to a particular plan, nothing in this section shall preclude the Town from conducting subsequent reviews and approvals to ensure compliance with the terms and conditions of the original approval, provided such reviews and approvals are consistent with the original approval.

The establishment of a vested right on a piece of property for a site-specific development plan shall not preclude the Town from establishing and enforcing on the property any additional regulations (adopted during the time the vested right was in effect) which are general in nature and applicable to all property subject to the regulations of this Ordinance.



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12.9.4 CONSTRUCTION DOCUMENT PROCESS FOR VESTED SITE-SPECIFIC PLANS:

Preliminary Plats for Minor Subdivisions with previously vested site-specific plans shall be reviewed for compliance and consistency and subsequently approved by the Zoning Administrator or designee in accordance with the provisions of Section 12.5 of this Ordinance, providing the proposed Preliminary Plat for the Minor Subdivision does not deviate from, and is subdivided in accordance with the previously approved site specific plan.

Preliminary plats with previously vested site-specific plans shall be reviewed for compliance and consistency by the Zoning Administrator or designee and subsequently approved by the Town Board of Commissioners in accordance with the provisions of Section 12.67.4 of this Ordinance, providing the proposed Preliminary Plat does not deviate from, and is subdivided in accordance with the previously approved site specific plan.

12.9.5 Revocation or Expiration of a Vested Right:

The vested right, resulting from the approval of a site-specific development plan, may be revoked by the Town Board as provided for in this Chapter. In addition, a revocation may occur if the Town Board determines that the landowner has failed to comply with the terms and conditions of the approval or with any other applicable portion of the Land Development Code. The vested right shall otherwise expire at the end of the approval period established by the Town Board.

A building permit issued by the Mecklenburg County Building Inspector pursuant to G.S. 160A-417 may not expire or be revoked because of the running of time on a piece of property while a plan has been approved and the vested right period has not otherwise expired.

12.10 IMPROVEMENT GUARANTEES

In lieu of meeting the requirement for the completion, installation and dedication of any and all improvements (e.g., water, sewer, street lights, etc.) prior to final plat approval for subdivisions or Certificate of Occupancy for Site Plans, the Town of Cornelius or its authorized agent may enter into a written agreement with the developer whereby the developer shall agree to complete all required improvements. Once said agreement is signed by both parties and the security required herein is provided, the final plat or Certificate of Occupancy may be approved by the Zoning Administrator or designee or authorized agent, if all other requirements of this ordinance are met. To secure this agreement, the developer shall provide either one, or a combination of the following guarantees equal to 1.25 times the entire cost of the improvements secured, except as identified within the Maintenance Guarantee subsection.

12.10.1 SURETY PERFORMANCE BOND(S)

The developer shall obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina, and approved by the Town Board. The bond shall be payable to the Town of Cornelius (or its authorized agent) and shall be in an amount equal to 1.25 times the entire cost, as estimated by the developer and verified by the County, of installing all required improvements. The duration of the bond(s) shall be until such time as the improvements are accepted by the Town. Any expenses associated with the cost verification by the Town shall be paid entirely by the developer.



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

12.10.2 CASH OR EQUIVALENT SECURITY:

The developer or developer shall deposit cash, an irrevocable letter of credit or other instrument readily convertible into cash at face value, either with the Town (or its authorized agent) or in escrow with a financial institution designated as an official depository of the Town. The amount of deposit shall be equal to 1.25 times the entire cost, as estimated by the developer, and verified by the County, of installing all required improvements.

If cash or other instrument is deposited in escrow with a financial institution as provided above, then the developer shall file with the Town of Cornelius (or its authorized agent) an agreement between the financial institution and himself guaranteeing the following:

- A. That said escrow amount will be held in trust until released by the Town of Cornelius and may not be used or pledged by the developer in any other transaction during the term of the escrow; and
- B. That in case of a failure on the part of the developer to complete said improvements, the financial institution shall, upon notification of the Town to the financial institution of an estimate of the amount needed to complete the improvements, immediately pay to the Town the funds estimated to complete the improvements, up to the full balance of the escrow account, or deliver to the Town any other instruments fully endorsed or otherwise made payable in full to the Town.

12.10.3 MAINTENANCE GUARANTEE

All improvements required by this ordinance shall be guaranteed against defects in workmanship and materials by the developer for a period of one year from the date of the filing of the final plat or the date of the completion of the improvement, whichever is later. The developer shall file with the Town Manager a maintenance bond with adequate sureties in an amount determined by the Town Manager or Consulting Engineer to be sufficient to assure proper maintenance and repair of such improvements for the one-year warranty period.

12.10.4 DEFAULT

Upon default, meaning failure on the part of the developer to complete the required improvements in the time required by this ordinance or as spelled out in the performance bond or escrow agreement, then the surety, or financial institution holding the escrow account, shall, if requested by the Town, pay all or any portion of the bond or escrow fund to the Town of Cornelius up to the amount needed to complete the improvements based on an estimate by the Town. Upon payment, the Town, in its discretion, may expend such portion of said funds, as it deems necessary to complete all or any portion of the required improvements. The Town shall return to the developer any funds not spent in completing the improvements.

12.10.5 RELEASE OF GUARANTEE SECURITY

The Town may release a portion of any security posted as the improvements are completed and recommended for approval by the Town Manager. Within 30 days after receiving the Town Manager's recommendation, the Town of Cornelius shall approve or disapprove said improvements. When the Town of Cornelius approves said improvements, it shall immediately release the portion of the security posted which covers the cost of the improvements approved by the Town Board.



CHAPTER 12: DEVELOPMENT REVIEW PROCESS

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REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Director of Planning

Action Requested:

In accordance with the Planning Board bylaws, the Planning Board has unanimously recommended that Keith Eicher be appointed to the position of Planning Board Chairman.

Keith has served on the Planning Board since July of 2014. Keith resides in the Baileys Glen neighborhood, off of Bailey Road.

Manager's Recommendation:

Appoint Keith Eicher as Planning Board Chairman.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Tyler Beardsley, Assistant to the Manager

Action Requested:

The Town must declare used, out dated equipment as surplus in order to dispose of the property. These items will be sold on the auction website GovDeals.

Manager's Recommendation:

Approve Resolution

ATTACHMENTS:

Name:	Description:	Type:
 Resolution_8-21.pdf	Resoltuion Declaring Suplus Property	Cover Memo

A RESOLUTION DECLARING SURPLUS PROPERTY

WHEREAS, it has been determined by the Board of Commissioners that certain property owned by the Town of Cornelius is dilapidated and in need of repair or replacement; and

WHEREAS, it has been determined that the cost of repair is beyond the value of the piece of equipment; and

WHEREAS, the Board of Commissioners is desirous of disposing of the property; and

WHEREAS, North Carolina General Statute 160a-270(c) enables municipalities to conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Cornelius that the attached as Exhibit A of property shall be declared surplus property and sold via GovDeals online auction service:

NOW, THEREFORE, IT IS FURTHER RESOLVED that the Town Manager is hereby authorized to dispose of said items in accordance with law.

Adopted this 21st day of August, 2017.

SEAL

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

Police Department Supply Vehicles					
Year	Make	Model	VIN	Mileage	Condition
2003	Ford	CVPI	2FAFP71W63X155822	110392	mileaged out
2007	Ford	CVPI	2FAFP71W27X126024	123586	mileaged out
2007	GEM	E2	5ASAG27407F045172	10428-V	Will not get Power
2008	Ford	CVPI	2FAFP71V08X150962	125620	mileaged out
2010	Ford	CVPI	2FABP7BVXAX114523	131337	mileaged out
2010	Dodge	Charger	2B3AA4CT0AH248388	118900	Engine Problems/Runs
2010	Trailer	Jet Ski Trlr	5A4YKHL17A2006094		No longer have jetskies
2000	Chevy	S10	1GCCS1442YK168488	82721	Runs
2001	Chevy	1500	2GCEK19T711273994	119149	Needs repairs

Police Department Supplies Equipment				
Qty	Item	Condition		
7	Pro 1000 Radars	Functional/Not Useable State Law Change 6.1.2017		
5	Golden Eagle II Radars	Not Operational/Replaced with New Equipment		
3	Phillips FR2+ AED	Out of Service/Replaced with New Equipment		
5	Police Light Bars	Functional/Replaced with New Equipment		
1	Misc. Police Vehicle Equipment	Old Police Equipment/Replaced with New Equipment		
4	Police Vehicle Cage	Not Operational/Replaced with New Equipment		
1	Vehicle LPR System	Not Operational/Not Useable		
5	XTL 5000 ASTRO 2PC (Mobile Radio)	Wiped/Replaced/No cables or microphone included		
9	MTS2000 (Hand Radio)	Wiped/Replaced/No batteries or antenna but has 2 chargers		
1	Maytag Washing Machine	Functional / Kept as spare for Animal Shelter but is no longer needed.		
1	Maytag Electric Dryer	Functional / Kept as spare for animal shelter but is no longer needed.		
2	Speed Data Collection Trailers	Replaced with new Equipment		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Andrew Grant, Asst. Town Manager


Action Requested:

As transit use has increased and public parking spaces are generally being used more frequently for multiple uses, the Town has reached a point that officially regulating transit parking has become a necessity. Currently, the Code of Ordinances does not provide authority for signs that regulate transit use to be erected at town-owned park and ride lots and public parking spaces. For example, there have been instances where "for sale" vehicles have been parked for multiple days at the N. Main St. Park and Ride lot, preventing bus riders from parking in those spaces. Also, some bus riders are parking in general public parking spaces that are located in front of businesses, preventing customers from parking in those spaces. This code revision will allow the Town to erect signage and regulate parking for these instances and others related to transit use on public property.

Manager's Recommendation:

Approve an Ordinance to amend the Code of Ordinances - Title 7, Chapter 71 Parking Regulations.

ATTACHMENTS:

Name:	Description:	Type:
 ORD- Code of Ordinance - Title 7 Chapter 71 Section 71.01.pdf	Code of Ordinances	Ordinance

**AN ORDINANCE TO AMEND
THE TOWN OF CORNELIUS CODE OF ORDINANCES**

WHEREAS, it has become necessary for the Town to amend Chapter 71 (in Title VII) of the Town's Code of Ordinances; and

WHEREAS, this is necessary for manner of parking enforcement.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius that the Code of Ordinances, Chapter 71 (in Title VII) is hereby amended and adopted as follows:

- Section 1. Section 71.01(A,B,C) of the Code of Ordinances attached hereto as *Attachment A*, is hereby amended as shown on *Attachment A*.
- Section 2. This Ordinance shall become effective upon adoption.
- Section 3. Nothing in the adoption of this Ordinance shall amend or revoke any other provisions of the Town's Code of Ordinances which shall remain in full force and effect.
- Section 4. Nothing in the adoption of this Ordinance shall terminate or otherwise affect any pending enforcement actions, civil penalties or fines arising from violations of the provisions of Chapter 71 (in Title VII) as they existed prior to adoption of this Ordinance, and any such actions shall survive the adoption of this Ordinance.

Adopted this 21st day of August, 2017.

SEAL

Charles L. Travis, III, Mayor

ATTESTED:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Town Attorney

§ 71.01 POWER OF TOWN MANAGER TO PROHIBIT PARKING.

(A) To erect signs indicating no parking upon that side of any street adjacent to any school property when such parking would, in his or her opinion, interfere with traffic or create a hazardous situation;

(B) To erect signs indicating no parking at places where, in his or her opinion, the stopping, standing or parking of vehicles would create a hazardous condition or cause unusual delay to traffic;

(C) To erect signs regulating the parking of vehicles for transit purposes, such as park and ride and/or bus stops;

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Tyler Beardsley, Assistant to the Manager





Action Requested:

Authorize Town Manager and Town Attorney to finalize contract for the new Public Works facility. The Town received 4 bids for the project. The lowest responsible bidder is Garanco, Inc. The contract is for \$1,984,000. The project will likely start in September, 2017 and is expected to take 8-9 months.

Manager's Recommendation:

Award the contract to Garanco, Inc. for the construction of the new Public Works facility and authorize the Town Manager and Attorney to execute and finalize the contract.

ATTACHMENTS:

Name:	Description:	Type:
 Bid_Tab_Public_Works_Building.pdf	Bid Tab Sheet	Backup Material
 A101-2007 - Final Working Draft - 001.pdf	AIA Draft Contract-PW Building	Backup Material
 Contract_Conditions--PW_Building.pdf	Contract conditions- PW Building	Backup Material
 Board_Presentation.pdf	Board Presentation from 7-17	Presentation

**Town of Cornelius
Public Work Facility
Bid Tabulation Sheet
Opened and Read Aloud on June 26, 2017 at 2:00pm**

Contractor	Base Bid	Alternate #1 (deduct)	Alternate #2 (deduct)
Granaco	\$ 1,984,000	\$ (116,000)	\$ (48,000)
JD Goodrum	\$ 1,999,500	\$ (120,000)	\$ (52,800)
MBI Builders	\$ 2,044,000	\$ (82,500)	\$ (54,000)
W.C. Construction	\$ 2,100,000	\$ (37,000)	\$ (56,000)

Read aloud by: _____
Tyler Beardsley
Assistant to the Manager

Witnessed: _____
Cindy Johnston
Accountant

DRAFT AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AGREEMENT made as of the _____ day of August in the year 2017

BETWEEN the Owner:

Town of Cornelius
PO Box 399
21445 Catawba Avenue
Cornelius, NC 28031
704-892-6031

and the Contractor:

GARANCO, Inc.
PO Box 100
615 W. Main Street
Pilot Mountain, NC 27041
336-368-2788

for the following Project:

Town of Cornelius Public Works Facility
18521 Starcreek Drive
Cornelius, NC 28031

The Architect:

Wilber and Associates
20044 Zion Avenue
Cornelius, NC 28031
704-892-3633

The Owner and Contractor agree as follows.



TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be set by a Notice To Proceed letter issued by the Owner or Architect.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred seventy three (273) days from the date of commencement, or as follows:

Portion of Work
100% complete

Substantial Completion Date
June 29, 2018

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages of \$1,000 per day.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Eighty-Four Thousand Dollars (\$1,984,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

No Alternates

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Rock Mass	Cubic yard	\$65.00/cu. yd.
Trench	Cubic yard	\$130.00/ cu. yd.

§ 4.4 Allowances included in the Contract Sum, if any:

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

One percent (1%)

§ 8.3 The Owner's representative:

Anthony Roberts
Town Manager
Town of Cornelius
PO Box 399
Cornelius, NC 28031
704-892-6031

§ 8.4 The Contractor's representative:

Jake White
Project Manager
GARANCO, Inc.
PO Box 100
Pilot Mountain, NC 27041
336-368-2788

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.1.4 The Specifications:

Specifications for New Buildings for Cornelius Public Works, Cornelius, North Carolina

Section	Title	Date	Pages
Exhibit E	Specifications for New Buildings for Cornelius Public Works	March 3, 2017	200

§ 9.1.5 The Drawings:

New Buildings for Cornelius Public Works,

Number
Exhibit F

Title
Schedule of Drawings

Date
March 3, 2017

§ 9.1.6 The Addenda, if any:

Number
1

Date
June 22, 2017

Pages
3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

Exhibit A: Signed Bid Form

Exhibit B: Contract General Conditions

Exhibit C: Bid Bond

Exhibit D: E-Verify Affidavit

Exhibit E: Specifications for New Buildings for Cornelius Public Works

Exhibit F: New Buildings for Cornelius Public Works

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

Type of insurance or bond
Performance Bond

Limit of liability or bond amount (\$0.00)
\$1,984,000.00

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Anthony Roberts, Town Manager

CONTRACTOR *(Signature)*

Randel Stanley, President

AIA® Memorandum

Insurance Cancellation Notice Requirements

In September of 2009, the Association for Cooperative Operations Research and Development (ACORD) amended its Form 25 Certificate of Liability Insurance (ACORD Form 25) as it relates an insurer's duty to give notice of cancellation of an insurance policy. The changes, and related rulings by state insurance administrative agencies, make it difficult or impossible for construction industry professionals to satisfy some requirements found in several AIA Contract Documents. Due to these developments, edits may be required to the standard text of the following AIA Contract Documents:

A107-2007	Sections 17.1 and 17.3.2
A141-2004 Exhibit A	Sections A9.10.2, A11.2.3 and A.11.4.6
A142-2004 Exhibit A	Section A9.10.2
A142-2004 Exhibit E	Section E.1.3
A201-2007	Sections 9.10.2, 11.1.3 and 11.3.6
A201-2007 SP	Sections 9.10.2, 11.1.3 and 11.3.6
A232-2009	Sections 9.10.2, 11.1.3 and 11.3.6
A232-2009 SP	Sections 9.10.2, 11.1.3 and 11.3.6
A251-2007	Section 13.1.3
A295-2008	Sections 10.2.2, 11.1.3 and 11.3.6
A401-2007	Section 13.3
A401-2007 SP	Section 13.3
A441-2008	Section 13.3
C101-1993	Section 9.3
C191-2009 Exhibit A	Sections A12.9.2 and A14.1.3
C196-2008	Section 2.4.5
C197-2008	Section 2.7.5
C198-2010	Section 2.9.3
C199-2010 Exhibit A	Sections A.5.26.2.2, A6.1.3 and A6.3.6

For more information, please visit AIA.org and read a memorandum entitled "Changes in the Insurance Industry Impact Notice of Policy Cancellation." This memorandum (1) provides an overview of the ACORD Form 25 changes and related rulings by state agencies, and (2) suggests edits that users might incorporate into standard AIA Contract Documents to respond to these changes and rulings.

To read the memorandum, visit the AIA Contract Documents Reference Material Web site, www.aia.org/contractdocs/reference. At the bottom of the **Reference Material** page, click **Other Reference Material**. On the Other Reference Material page, the memorandum is listed under the subheading "Corrections, Modifications and Important Information."

You may also access the memorandum by typing the following URL into your Web browser:

www.aia.org/groups/aia/documents/pdf/aiab101644.pdf



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cornelius Public Works Facility
18521 Starcreek Drive, Cornelius, NC 28031

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE OWNER:

(Name, legal status and address)

Town of Cornelius
21445 Catawba Ave.
Cornelius, NC 28031

THE ARCHITECT:

(Name, legal status and address)

Wilber and Associates
20044 Zion Ave
Cornelius, NC 28031

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- 1 The change in the Work;
- 2 The amount of the adjustment, if any, in the Contract Sum; and
- 3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

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furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or a separate contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

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risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

Init.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

Init.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

Init.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2 Accept assignment of subcontracts pursuant to Section 5.4; and
- 3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Init.

Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Bid Tab

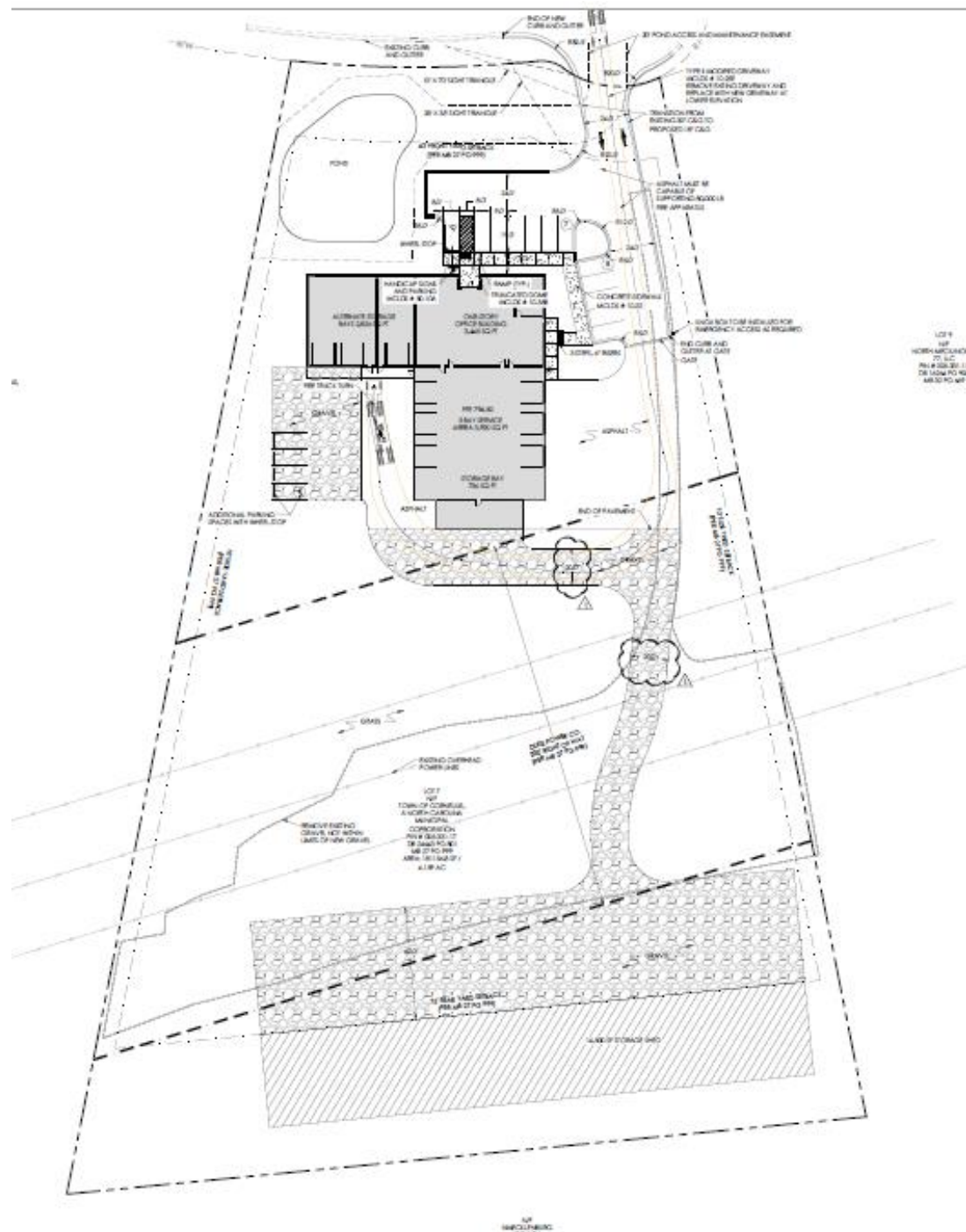
Contractor	Base Bid	Alternate #1 (deduct)	Alternate #2 (deduct)
Granaco, Inc.	\$1,984,000	\$(116,000)	\$(48,000)
JD Goodrum	\$1,999,500	\$(120,000)	\$(52,800)
MBI Builders	\$2,044,000	\$(82,500)	\$(54,000)
W.C. Construction	\$2,100,000	\$(37,000)	\$(56,000)

Potential Town Surplus Properties

Property	Tax Value
Public Works Building	\$ 685,200
Hyde Park Storage Unit 1	\$ 34,100.00
Unit 2	\$ 34,100.00
Unit 3	\$ 61,400.00
TOTAL	\$ 814,800

Budget

- Town Budgeted \$1,500,000 for construction and design
 - Spent on project to date--\$85,000
- Low bid \$1,984,000 for construction (\$569,000 over budget including design cost)
- If Town sold properties for tax value (\$814,000), total project cost would be approximately \$1,250,000.







	Existing Building		Proposed Building
Gross Building Area (not including Alt 1)	4675		7283
Gross Service Bay Area	2683		4970
Gross Office Area	1632		2313
Service Bays	1378		3920
Storage Bays	689		1050
Covered Wash Area	345		736
Storage (Alt 1)			
Parks & Rec	0		980
Police	0		1846
Storage (Back Shed)			
Secured Police Storage(Alt 2)	0		3050
Open Storage	0		12000

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:

In another item on tonight's agenda the Town Board is being asked to approve a contract with a general contractor to construct a new public works facility. The attached capital project ordinance budgets the construction of the building with a revenue source identified as a proceeds from an installment financing Staff plans to bring to the Board for consideration in the next 45 days. The debt service for the installment financing is funded in the FY 2018 Board adopted budget.

Staff recommends the Board approve a capital project ordinance for the project, since the project will continue into FY 2019.

Manager's Recommendation:

Approve a Capital Project Ordinance for a new Public Works facility.

ATTACHMENTS:

Name:	Description:	Type:
 Public Works Building CPO-1.pdf	Capital Project Ordinance Public Works Facility	Cover Memo

**A CAPITAL PROJECT ORDINANCE TO AUTHORIZE THE FUNDING OF
THE CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY**

WHEREAS, it has been determined by the Board of Commissioners that in order to meet the demands of our growing community, it is necessary to provide an adequate public works facility and include additional storage space as deemed appropriate for multiple town functions; and

WHEREAS, the Town intends to construct such a Public Works Facility located at 18521 Starcreek Drive with adequate square footage to meet the needs of the current and future Cornelius citizens, business owners, and tourists; and

WHEREAS, in accordance with North Carolina General Statute #159-13.2, the Town is authorized to establish a balanced project ordinance for projects involving the construction or acquisition of a capital asset.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius that a Project Ordinance is hereby established for the Cornelius Public Works Facility Construction with the following schedule of appropriations and expenditures:

REVENUES

Proceeds from installment financing contract	<u>ORIGINAL</u> \$2,000,000
<i>Total</i>	<i><u>\$2,000,000</u></i>

EXPENDITURES

Construction/Equipment	<u>ORIGINAL</u> \$2,000,000
<i>Total</i>	<i><u>\$2,000,000</u></i>

BE IT FURTHER ORDAINED that the Town Manager is authorized to transfer amounts among the aforementioned line items at his discretion as he deems necessary necessitating further action by the Board only to change the total amount of the budget. The Town Manager or his designee is hereby authorized to expend funds in accordance with this Project Ordinance necessary to complete the project.

Adopted this 7th day of August, 2017.

Charles L. Travis III, Mayor

SEAL

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: August 21, 2017

To: Mayor and Board of Commissioners

From: Andrew Grant, Asst. Town Manager

Action Requested:

Discuss DOT's Prioritization 5.0

Manager's Recommendation:

ATTACHMENTS:

Name:	Description:	Type:
 P5.0_HighwayProjects_List.pdf	P5.0 Highway Projects	Backup Material
 P5.0_NonHighwayProjects_List.pdf	P5.0 Non-Highway Projects	Backup Material
 RES-P5.0_I-77_GP_Lanes.pdf	I-77 GP Lanes Request	Resolution Letter

P5.0 Project Source Definitions:

Carryover: Project is currently in the NCDOT Database, automatic resubmittal for P5.0 because the project is either (1) in the DRAFT 2018-2027 TIP; (2) has a partially complete or complete environmental document; or, (3) a sibling to a project in the DRAFT 2018-2027 TIP. A Carryover project will not count against CRTPO's 46 submittal slots.

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Count	Type	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Jurisdiction(s)	County(s)	2045 MTP Score	2045 MTP Horizon Year	Cost To NCDOT
	Carryover	Statewide Mobility	I-77	South Carolina State Line	Woodlawn Road [Exit 6]	Widen existing freeway by constructing four managed lanes (two in each direction). Modify southern project limit from I-485 to South Carolina State Line.	Charlotte	Mecklenburg	227	2035	\$326,240,000
	Carryover	Statewide Mobility	I-77	Woodlawn Road [Exit 6]	I-277/US 74 (Belk Freeway) [Exit 9]	Widen existing freeway by constructing four managed lanes (two in each direction)	Charlotte	Mecklenburg	216	2035	\$98,620,000
	Carryover	Statewide Mobility	I-77	I-77 , I-277 Brookshire Freeway, US-21 , NC-16 Brookshire Freeway		Improve Interchange	Charlotte	Mecklenburg	196	2035	\$101,600,000
	Carryover	Statewide Mobility	I-77	I-277/US 74/NC 27 (Belk Freeway)		Improve Interchange	Charlotte	Mecklenburg	186	2035	\$129,600,000
	Carryover	Statewide Mobility	I-77	I-277/US 74 (Belk Freeway) [Exit 9]	I-277/NC 16 (Brookshire Freeway) [Exit 11]	Widen existing freeway by constructing four managed lanes (two in each direction)	Charlotte	Mecklenburg	186	2035	\$347,190,000
	Carryover	Division Needs	SR 4979 (Ballantyne Commons Parkway)	Annalexa Lane	Williams Pond Lane	Widen from two to four lanes. Annalexa Lane to Williams Pond Lane.	Charlotte	Mecklenburg	171	2035	\$31,104,000
	Carryover	Regional Impact	NC 150 (Oak Ridge Farm Highway)	NC 115	NC 801 (Park Avenue)	NC 115 to NC 801. Widen to Four Lane Divided Facility.	Mooresville	Iredell	114	2035	\$28,696,000
	Carryover	Regional Impact	US 601	Existing US 74	Proposed Monroe Bypass (R-2559)	Widen to Multi-Lanes	Monroe	Union	106	2035	\$14,194,000
	Carryover	Regional Impact	US 21 (Statesville Road)	NC 24 (Harris Boulevard)	SR 2136 (Gilead Road)	Widen to Multi-Lanes, Median, Wide Outside Lanes	Charlotte, Huntersville	Mecklenburg	106	2035	\$57,715,000
	Carryover	Regional Impact	US 21 , NC 115	North of Julian Place	Cedar Lane	Widen to Multi-Lanes	Troutman	Iredell			\$46,000,000
1	Holding Tank	Division Needs	Bailey Road Extension	US 21 (Statesville Road)	Future Northcross Drive Extension	Construct a roadway on new location from US 21 to the Future Northcross Drive Extension (U-5108). This project also includes a new overpass over I-77.	Cornelius	Mecklenburg	155	2035	\$7,719,000
2	Holding Tank	Statewide Mobility	I-77	US 21 (Sunset Road)		Improve Interchange	Charlotte	Mecklenburg	162	2045	\$41,350,000
3	Holding Tank	Division Needs	New Route - Monroe Northern Loop	US 74	Walkup Avenue/Bivens Road	US 74 to SR 1751 (Walkup Avenue) at SR 1763 (Bivens Road). Two Lanes on Four Lane Right of Way.	Monroe	Union	139	2045	\$19,500,000
4	Holding Tank	Division Needs	Ardrey Kell Road	NC 16 (Providence Road)	Rea Road	Widen existing Ardrey Kell Road from Providence Road to Rea Road to a four lane median divided typical section.	Charlotte	Mecklenburg	134	2045	NCDOT to Update Cost Estimate
5	Holding Tank	Regional Impact	US 21 (Statesville Road)	SR 2147 (Westmoreland Road)	SR 5444 (Catawba Avenue)	Widening to Multi-Lanes,Bike Lanes, multi-use path.	Cornelius	Mecklenburg			\$16,368,000
6	Holding Tank	Regional Impact	NC 115 (Old Statesville Road)	NC 73 (Sam Furr Road)	Washam Potts Road	Widen existing two-lane undivided roadway to a four-lane median divided facility with a multi-use path on the west side of the roadway.	Huntersville, Cornelius	Mecklenburg			\$33,800,000
7	Holding Tank	Regional Impact	NC 75 ALT(Waxhaw Parkway)	NC 16	NC 75 East of Waxhaw	Construct a portion of the Waxhaw Parkway on new location.	Waxhaw	Union			\$32,176,000
8	Holding Tank	Division Needs	SR 1007 (Rocky River Road)	SR 1009 (Old Charlotte Highway)	US 74	Widening to 4 Lanes, Median and Sidewalks.	Monroe	Union			\$10,700,000
9	Holding Tank	Division Needs	Eastern Circumferential	Sam Newell Road (SR 3474)	SR 5215 (Northeast Parkway)	Construct a new two-lane roadway on a future four-lane right-of-way. Multi-Use Path along one of the right-of-way.	Charlotte, Matthews	Mecklenburg			NCDOT to Update Cost Estimate
10	Holding Tank	Division Needs	SR 1009 (Old Monroe Road)	SR 1377 (Wesley Chapel-Stouts Road)	SR 1349 (Airport Road)	Widen Roadway to Multi-Lanes, with Median, Bike Lanes and Sidewalks	Monroe	Union			\$27,121,000
11	Holding Tank	Division Needs	SR 1004 (Lawyers Road)	I-485	SR 1524 (Stevens Mill Road)	Widen from two to four lanes. I-485 to Stevens Mill Road.	Stallings	Union, Mecklenburg			\$5,683,000
12	Holding Tank	Division Needs	Lancaster Highway	NC 51 (Polk Street)	Ballantyne Commons Parkway	Widen Lancaster Highway from NC 51 in Pineville to Ballantyne Commons Pkwy in south Charlotte. Project will widen existing two lane typical section to a four lane median divided typical section	Pineville, Charlotte	Mecklenburg			NCDOT to Update Cost Estimate
13	Holding Tank	Regional Impact	NC 115	Washam Potts Road	Potts Street	Widen to three-lane alignment with bicycle lanes and sidewalks. Revise southern project limit from Washam Potts Road to Caldwell Depot Road.	Cornelius	Mecklenburg			\$18,000,000
14	Holding Tank	Statewide Mobility	I-77	NC 150	I-40	Widen from NC 150 in Mooresville to I-40 in Statesville	Mooresville, Troutman, Statesville	Iredell			\$354,966,000
15	New Project (2035)	Statewide Mobility	I-85 / Sugar Creek Rd			Improve Existing Interchange	Charlotte	Mecklenburg	227	2035	\$20,070,000
16	New Project (2035)	Regional Impact	US 521 (Johnston Rd/Lancaster Hwy)	South Carolina State Line	Ballantyne Commons Pkwy	Widening	Charlotte	Mecklenburg	173	2035	NCDOT to Update Cost Estimate
17	New Project (2035)	Regional Impact	NC 24 (WT Harris Blvd)	Sugar Creek Rd	Research Dr	Widening	Charlotte	Mecklenburg	163	2035	\$21,950,000

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Count	Type	Project Category	Route / Facility Name	From / Cross Street	To / Cross Street	Description	Jurisdiction(s)	County(s)	2045 MTP Score	2045 MTP Horizon Year	Cost To NCDOT
18	New Project (2035)	Regional Impact	NC 24 (WT Harris Blvd)	N Tryon St (US 29)	University City Blvd (NC 49)	Widening	Charlotte	Mecklenburg	160	2035	\$8,060,000
19	New Project (2035)	Regional Impact	NC 16 (Brookshire Blvd)	I-85	Bellhaven Blvd	Widening	Charlotte	Mecklenburg	159	2035	\$32,010,000
20	New Project (2035)	Regional Impact	NC 49 (S Tryon St)	I-485	Steele Creek Rd (NC 160)	Widening	Charlotte	Mecklenburg	157	2035	\$55,970,000
21	New Project (2035)	Regional Impact	NC 24 (WT Harris Blvd)	I-77	Sugar Creek Rd	Widening	Charlotte	Mecklenburg	148	2035	\$32,340,000
22	New Project (2035)	Division Needs	Eastern Circumferential Rd	Rosemallow Rd	Rocky River Rd	Widening	Charlotte	Mecklenburg	148	2035	\$26,710,000
23	New Project (2035)	Division Needs	Carowinds Blvd	Steele Creek Rd (NC 160)	S Tryon St (NC 49)	New Location	Charlotte	Mecklenburg	147	2035	\$19,650,000
24	New Project (2035)	Regional Impact	NC 24 (WT Harris Blvd)	University City Blvd (NC 49)	The Plaza	Widening	Charlotte	Mecklenburg	143	2035	\$34,760,000
25	New Project (2035)	Division Needs	Westinghouse Blvd	S Tryon St (NC 49)	Nations Ford Rd	Widening	Charlotte	Mecklenburg	139	2035	\$31,210,000
26	New Project (2035)	Division Needs	Park Rd	Johnston Rd	Pineville-Matthews Rd (NC 51)	Widening	Charlotte & Pineville	Mecklenburg	137	2035	\$17,810,000
27	New Project (2035)	Regional Impact	NC 27 (Mt Holly Rd)	Rhyne Rd	Belmeade Dr	Widening	Charlotte	Mecklenburg	134	2035	\$28,270,000
28	New Project (2035)	Division Needs	East-West Connector	Langtree Rd	NC 115	New Location	Iredell County & Mooresville	Iredell	108	2035	\$9,830,000
29	New Project (2035)	Division Needs	Southwest Bypass	N Main St (US 21 / NC 115)	Autumn Leaf Rd	New Location	Iredell County & Troutman	Iredell	99	2035	\$12,800,000
30	New Project (2035)	Division Needs	Connector Road	NC 115	US 21	Widening	Iredell County	Iredell	97	2035	\$9,660,000
31	New Project (2035)	Division Needs	Langtree Rd	Alcove Rd	East-West Connector	Widening	Iredell County & Mooresville	Iredell	86	2035	\$9,150,000
32	New Project (2045)	Statewide Mobility	I-85	Gaston County Line	Sam Wilson Rd	Widen roadway to add additional westbound lane	Charlotte	Mecklenburg	199	2045	\$13,150,000
33	New Project (2045)	Statewide Mobility	I-85 / Brookshire Fwy			Conversion of existing interchange to diverging diamond interchange	Charlotte	Mecklenburg	198	2045	\$19,720,000
34	New Project (2045)	Statewide Mobility	I-85 / WT Harris Blvd			Construct interchange improvements	Charlotte	Mecklenburg	189	2045	\$24,540,000
35	New Project (2045)	Statewide Mobility	I-85 / Mallard Creek Church Rd			Construct interchange improvements	Charlotte	Mecklenburg	189	2045	\$18,100,000
36	New Project (2045)	Statewide Mobility	I-85 / I-77			Construct interchange improvements	Charlotte	Mecklenburg	186	2045	\$125,000,000
37	New Project (2045)	Statewide Mobility	US 74	I-277	Albemarle Rd (NC 24 / NC 27)	Add additional managed lane in median. Convert reversible lane to two way operation	Charlotte	Mecklenburg	186	2045	\$82,400,000
38	New Project (2045)	Statewide Mobility	I-485 / I-85 (North of Charlotte)			Construct interchange improvements	Charlotte	Mecklenburg	179	2045	\$34,840,000
39	New Project (2045)	Division Needs	Eastern Circumfrential	Rocky River Rd	Plaza Rd Ext	New 4 lane roadway, with multi-use path	Charlotte	Mecklenburg	139	2045	\$27,670,000
40	New Project (2045)	Division Needs	Ardrey Kell Road	Rea Road	US 521	Widen from 2 lanes to 4 lanes, with median and multi-use path	Charlotte	Mecklenburg	134	2045	NCDOT to Update Cost Estimate
41	New Project (2045)	Regional Impact	NC 16	Gaston Country Line	Bellhaven Blvd	Widen from 4 lanes to 6 lanes, with median and multi-use path	Charlotte	Mecklenburg	130	2045	\$51,320,000
42	New Project (2045)	Regional Impact	NC 49	I-485	Arrowood Rd	Widen from 4 lanes to 6 lanes, with median and multi-use path	Charlotte	Mecklenburg	118	2045	\$6,590,000
43	New Project (2045)	Regional Impact	NC 115	Hambright Rd	Mt Holly-Huntersville Rd	Widen from 2 lanes to 4 lanes, with median, bike lanes and sidewalks	Huntersville	Mecklenburg	108	2045	\$27,520,000
44	New Project (2045)	Regional Impact	NC 3	Cabarrus County Line	Rocky River Rd	Widen from 2 lanes to 4 lanes, with median, bike lanes and sidewalks	Iredell County	Iredell	107	2045	\$37,760,000
45	New Project (2045)	Regional Impact	NC 200 (Morgan Mill Road)	US 74	Monroe Expressway	Widen from 2 lanes to 4 lanes, with median, bike lanes and sidewalks	Monroe	Union	103	2045	\$26,010,000

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46	New Project (2045)	Division Needs	SR-1005 (Old Mountain Road)	N Main St (US 21 / NC 115)	Buffalo Shoals Rd	Widen from 2 lanes to 4 lanes, with median, wide outside lanes and sidewalks	Iredell County & Troutman	Iredell	94	2045	\$43,100,000

Note : Yellow highlighting indicates that TCC P5.0 Subcommittee has recommended a change to the project scope used in P4.0.

Recommended Bicycle and Pedestrian Project Submittals
NCDOT Prioritization 5.0/2020-2029 TIP Development
Bicycle and Pedestrian Work Group (Recommended: 7/6/2017)

Updated 7/27/2017
Page 2 of 2

Count	Submittal Type	Route / Facility Name	From / Cross Street	To / Cross Street	Project Sponsor	Description	Specific Improvement Type	Actual (Total) Project Cost	Cost to NCDOT	Prelim Eng Design Cost	ROW Cost	Construction Cost	Other/Matching Funds	Other Funds - Source
11	New Project	Indian Trail Fairview Sidewalk	Independence Boulevard	Rose Drive	Indian Trail	Sidewalk would be constructed on the NW side of the road connecting, the Old Hickory Business Park, a low density development, First Baptist Church of Indian Trail/Metroline Christian Academy and the HWY 74 business area.	5. Protected Linear Pedestrian Facility (Pedestrian)	\$ 267,000	\$ 200,000		\$ -		\$ 67,000	Town of Indian Trail
12	New Project	Bike Improvements in Indian Trail	Multiple	Multiple	Indian Trail	The Town would like to install bike lanes along Brandon Oaks Parkway along with 2 pedestrian neighborhood connections from Beacon Hills to an adjacent shopping center and neighborhood.	2. On-Road; Designated Bicycle Facility (Bicycle)	\$ 350,000	\$ 262,500				\$ 87,500	Indian Trail
13	New Project	Matthews Township Parkway Multi-Use Path	North Trade Street	Independence Point Parkway	Matthews	This project will add a half-mile missing segment of sidewalk network on the south side of Matthews Township Parkway (NC 51), connecting existing sidewalk on North Trade Street at Matthews Township Parkway to existing sidewalk on Independence Point Parkway. The sidewalk will enable people to better access the existing bus stops along this stretch of roadway where there is already a worn path from pedestrians. An existing signalized intersection will be upgraded as part of this project to include pedestrian signals and a crosswalk. It is likely a wall will be needed for the majority of the length of the project. Planning, design, some right-of-way, and construction administration is included in the estimate; however the hospital will donate right-of-way for this project.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 1,075,000	\$ 860,000				\$ 215,000	Town of Matthews
14	New Project	Pleasant Plains Rd Multi-Use Path	South Trade Street	McKee Road	Matthews	Multi-use path along Pleasant Plains Road, between McKee Road and S Trade Street in Matthews	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 1,650,000	\$ 1,540,000	\$ -	\$ -	\$ 1,320,000	\$ 330,000	Town of Matthews
15	Re-Submit P4.0 Project	Stallings Elementary School Sidewalk Network	SR 1365 (Stallings Road)	SR 1524 (Stevens Mill Road)	Stallings	Construct a sidewalk network along Stallings Road and Stevens Mill Road that would connect residential subdivisions to Stallings Elementary School. See attached map. The segments within the blue polygon are under construction, and the segments within the red ovals will connect to residential neighborhoods to the sidewalk that is under construction.	5. Protected Linear Pedestrian Facility (Pedestrian)	\$ 368,000	\$ 294,400	\$ 48,000	\$ -	\$ 320,000	\$ 73,600	Town of Stallings
16	Re-Submit P4.0 Project	Carolina Thread Trail Segment Q4	Byers Rd	I-77	Troutman	Construct a 1.5 mile off road multiuse path connecting an existing greenway in downtown Troutman to elementary and middle schools and a commercial area.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 1,986,930	\$ 1,588,930	\$ 302,400	\$ 232,500	\$ 1,312,025	\$ 398,000	Town of Troutman
17	Re-Submit P4.0 Project	Lake Norman State Park Multi-Use Trail, Segment A	Church Street	Lytton Farm Road	Troutman	The proposed 1.07 mile off road multiuse path will be the first segment in an alternative transportation corridor ultimately connecting downtown Troutman to Lake Norman State Park. The first segment proposes connecting the J Hoyt Hayes Troutman Memorial	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 987,000	\$ 631,000	\$ 100,000	\$ 198,000	\$ 689,000	\$ 356,000	Town of Troutman
18	New Project	Greenway and Downtown Development Connections	Multiple	Multiple	Marvin	This project will serve to continue our multi-use loop to connect Marvin Elementary School to multiple neighborhoods and our future village center. It will allow the residents in the area a safe route to the elementary school, the village center, farmers market, and provide a safe exercise venue for walking, running, and biking.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 700,000	\$ 350,000				\$ 350,000	Village of Marvin
19	Re-Submit P4.0 Project	Irwin Creek Greenway - Eastern Extension	Terminus of Irwin Creek Greenway (Ray's Splash Planet)	Hamilton Street (NC Music Factory)	Mecklenburg County	The proposed 0.77 mile extension of this greenway will result in approximately 3 miles of trail connectivity and provide improvements for many new trail users to wish to reach the North Carolina Music Factory, Irwin Creek and Byers Elementary Schools, Ray's Splash Planet, historic Elmwood Cemetery, Greenville Recreation Center and other facilities already on the existing greenway.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 4,636,800	\$ 3,245,760	\$ 240,100	\$ 586,530	\$ 1,715,000	\$ 1,391,040	Mecklenburg County
20	Re-Submit P4.0 Project	Briar Creek Greenway - 2016 TAP Project	Masonic Drive	Monroe Road	Mecklenburg County	Construct a 1.65 mile greenway to connect the neighborhoods of Chantilly and Commonwealth in Charlotte. This proposed greenway would provide access to the 5th St bicycle route, Chantilly Park, Chantilly Montessori School, and several residential neighborhoods. The key feature of this greenway would be the much needed passage under the Independence Freeway (US 74).	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 6,128,070	\$ 4,596,052	\$ 578,900	\$1,414,170	\$ 4,135,000	\$ 1,532,018	Mecklenburg County
21	Re-Submit P4.0 Project	Briar and Little Hope Creek Greenway	Manning Drive	Keystone Court	Mecklenburg County	Construct a 1.10 mile greenway that will serve as a cross-access trail for the Little Sugare Creek Greenway, a part of the Cross-Charlotte Trail System. This proposed greenway would connect Selwyn Park, Barclay Downs, Parkdale, and Seneca Woods subdivisions and residential north of Little Hope Creek, to Marion Diehl Regional Park, Pinewood Elementary School, the Cross Charlotte Trail (Little Sugar Creek Greenway).	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$2,715,300	\$ 1,993,751	\$ 272,650	\$ 666,045	\$ 1,947,500	\$ 721,549	Mecklenburg County
22	Re-Submit P4.0 Project	Walker Branch Greenway	Rivergate Pkwy	Hoover Creek Greenway	Mecklenburg County	Construct new greenway connecting an existing developer-built greenway from Sledge Road to the RiverGate Shopping Center then on to Hoover Creek Greenway. It will also connect to a sportsplex and many residential neighborhoods to the largest shopping center	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 5,263,788	\$ 3,684,652	\$ 447,174		\$ 3,194,100	\$ 1,579,136	Mecklenburg County

Recommended Bicycle and Pedestrian Project Submittals
 NCDOT Prioritization 5.0/2020-2029 TIP Development
 Bicycle and Pedestrian Work Group (Recommended: 7/6/2017)

Updated 7/27/2017
 Page 1 of 2

Basic Project Information								Cost						
Count	Submittal Type	Route / Facility Name	From / Cross Street	To / Cross Street	Project Sponsor	Description	Specific Improvement Type	Actual (Total) Project Cost	Cost to NCDOT	Prelim Eng Design Cost	ROW Cost	Construction Cost	Other/Matching Funds	Other Funds - Source
1	Re-Submit P4.0 Project	SR 3156 (Margaret Wallace Road) Sidewalk	SR 3174 (Idlewild Road) Sidewalk	Marshbrooke Road	Charlotte	Construct gaps in the sidewalk network along Margaret Wallace Road between Idlewild Road and Marshbrooke Road	5. Protected Linear Pedestrian Facility (Pedestrian)	\$ 950,000	\$ 760,000	\$ 101,400	\$ 345,000	\$ 503,600	\$ 190,000	City of Charlotte
2	Re-Submit P4.0 Project	NC 16 (Providence Road) Sidewalks	Greentree Drive	Knob Oak Lane	Charlotte	Construct a missing sidewalk link in the network along the west side of Providence Road from Greentree Drive to Knob Oak Lane.	5. Protected Linear Pedestrian Facility (Pedestrian)	\$ 1,154,100	\$ 865,575	\$ 91,800	\$ 473,000	\$ 589,300	\$ 288,525	City of Charlotte
3	New Project	Marsh Road Sidewalk	Melbourne Court	Wriston Place	Charlotte	This project will build sidewalk along Marsh Road between Melbourne Court and Wriston Place.	5. Protected Linear Pedestrian Facility (Pedestrian)	\$ 1,050,000	\$ 829,500	\$ -			\$ 220,500	City of Charlotte
4	New Project	Ideal Way/Poindexter Drive Connection	Ideal Way	Poindexter Dr	Charlotte	A pedestrian and bicycle bridge between Poindexter Dr and Ideal Way is a critical connection between the Marsh Properties redevelopment. It will provide a direct connection between several neighborhoods and a major retail redevelopment area in South End, and reduces what would be a 0.6 mile trip to 0.1 miles and remove the need for both modes to travel on South Boulevard. In addition, it will be one of only two opportunities to create a connection between Dilworth and Sedgefield for nearly 1 mile between South Blvd and Park Rd. 0.1 miles; 12 ft wide asphalt path including 430 ft pedestrian bridge.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 1,700,000	\$ 1,300,000	\$ 131,000	\$ -	\$ 655,000	\$ 400,000	City of Charlotte
5	Re-Submit P4.0 Project	McDowell Creek Greenway - Westmoreland Road (SR 2147) Underpass	South side of Westmoreland Road	North side of Westmoreland Road	Cornelius	The McDowell Creek Greenway Underpass will connect two sections of the McDowell Creek Greenway via an underpass under Westmoreland Rd. The southern section of the McDowell Creek Greenway is existing and the northern section is currently under development and is funded in the TIP as project EB-5817 with STPDA dollars. This underpass will also connect to EB-5777 (funded for construction in FY 2020) which will construct a multi-use path on the Westmoreland Rd Bridge and along Westmoreland rd, connecting the underpass project to JV Washam Elementary. This project also connects to the existing Multi-Use Path along Westmoreland Rd (see map for all facility connections).	Grade Separation	\$ 3,011,608	\$ 2,406,287	\$ 250,000	\$ -	\$2,761,608	\$ 605,321	Town of Cornelius
6	New Project	Jetton St Sidewalk	Griffith Street	Potts Street	Davidson	Jetton Street connects Griffith Street to the east to Potts Street to the west. Along and near Jetton Street are the Ada Jenkins Center, neighborhoods, shopping complexes, bus routes, and schools. Jetton Street currently has a sidewalk on the north side but is lacking facilities along its south side. New sidewalk along Jetton Street would improve pedestrian connections along Jetton, to downtown, and to Griffith Street, as well as reduce the need to cross the street to use existing sidewalk.	5. Protected Linear Pedestrian Facility (Pedestrian)	\$ 290,000	\$ 232,000				\$ 58,000	Town of Davidson
7	New Project	Potts Sloan Beatty Multi-Use Trail - Phase 1	Potts Street	Griffith Street	Davidson	Multi-use trail along the Potts Sloan Beatty Corridor is very important as it would be the Town's portion of the Mooresville to Charlotte Trail and serve as an important connection as the Town continues to support active transportation options. Also, as the Town begins construction of the Potts Sloan Beatty connector and a roundabout at Potts, Sloan and Griffith, this facility will connect to the multi-use trail elements that will be built as part of these projects. It is anticipated that the source of local matching funds will be General Obligation Bonds.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 1,342,913	\$ 1,074,330	\$ 86,250	\$ 402,500	\$ 506,000	\$ 268,583	Town of Davidson
8	New Project	Potts Sloan Beatty Multi-Use Trail - Phase 2	Griffith Street	N Main Street	Davidson	Multi-use trail along the Potts Sloan Beatty Corridor is very important as it would be the Town's portion of the Mooresville to Charlotte Trail and serve as an important connection as the Town continues to support active transportation options. Also, as the Town begins construction of the Potts Sloan Beatty connector and a roundabout at Potts, Sloan and Griffith, this facility will connect to the multi-use trail elements that will be built as part of these projects. It is anticipated that the source of local matching funds will be General Obligation Bonds.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 1,513,687	\$ 1,210,950	\$ 143,750	\$ 115,000	\$ 862,500	\$ 302,738	Town of Davidson
9	Re-Submit P4.0 Project	NC 115	Hambright Road (SR 2117)	Mount Holly Huntersville Road (SR 2004)	Huntersville	Construct Bicycle Lanes along NC 115 in Huntersville	2. On-Road; Designated Bicycle Facility (Bicycle)	\$ 3,360,000	\$ 2,688,000	\$ 150,000	\$ 600,000	\$ 2,610,000	\$ 672,000	Town of Huntersville
10	New Project	Price Mill Creek Greenway	Old Monroe Rd	Garden Oak Dr	Indian Trail	Construct a new greenway from Old Monroe Road to Garden Oak Drive. The greenway would connect existing neighborhood greenways to this portion of the Carolina Thread Trail.	1. Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 4,200,000	\$ 3,150,000				\$ 1,050,000	Town of Indian Trail

Count	Submittal Type	Project Name	Description	Transit Agency	STI Tier	Project Type	STI %	Local % ¹	Total Cost ²	Cost to NCDOT	Local Match
1	New Project	Monroe Rd Corridor Shelter Project	Implement new Shelters, Benches and ADA waiting pads and sidewalk connections along the Monroe Rd Corridor.	Charlotte Area Transit System	Division Needs	Facility	20%	80%	\$730,000	\$146,000	\$584,000
2	New Project	Freedom Dr Corridor Shelter Project	Implement new Shelters, Benches and ADA waiting pads and sidewalk connections along the Freedom Dr Corridor.	Charlotte Area Transit System	Division Needs	Facility	20%	80%	\$790,000	\$158,000	\$632,000
3	New Project	Hambright Rd Park and Ride Lot	Construct a new regional CATS Park and Ride and Transfer Facility at Hambright Rd and I-77 to support existing and new express bus routes in the I-77 North Corridor.	Charlotte Area Transit System	Division Needs	Facility	30%	70%	\$8,000,000	\$2,400,000	\$5,600,000
4	New Project	ICATS Paratransit Fleet Expansion	Expand paratransit fleet to meet growing local and regional demand. Purchase 5 new buses per year over three years beginning in 2023.	Iredell County Area Transit System	Division Needs	Demand Response	10%	90%	\$2,500,000	\$250,000	\$2,250,000
5	New Project	ICATS Fixed Route Fleet Expansion	Expand fixed route fleet to meet growing local and regional demand. Purchase 10 new buses over five years. The project would include curb cuts, bus shelters, signage, and other stop amenities.	Iredell County Area Transit System	Division Needs	Mobility	50%	50%	\$5,000,000	\$2,500,000	\$2,500,000
6	New Project	ICATS Intercounty Express Bus Connector Expansion	ICATS will be expanding the intercounty Express Bus Connector, a route that picks up passengers in Statesville, Troutman, and Mooresville and connects them to CATS routes that run from Huntersville to Charlotte for employment purposes. This route will focus on connecting citizens to employment opportunities, shopping, medical and other services in Mecklenburg County. The request is for 3 over-the-road coaches, 5 sets of bus stop shelters, benches, trash cans, and signage.	Iredell County Area Transit System	Regional Impact	Mobility	40%	60%	\$2,500,000	\$1,000,000	\$1,500,000
7	New Project	Mooresville Neighborhood Transit Transfer Center	Construct a 2-5 bay neighborhood transit transfer center in the Town of Mooresville. Facility would includes driver comfort station, passenger amenities/shelters and reinforced pavement. This center would act at the transfer point for the ICATS Express routes along with other local services.	Iredell County Area Transit System	Division Needs	Facility	30%	70%	\$2,000,000	\$600,000	\$1,400,000
8	New Project	Statesville Neighborhood Transit Transfer Center	Construct a 2-5 bay neighborhood transit transfer center in the City of Statesville . Facility would includes driver comfort station, passenger amenities/shelters and reinforced pavement. This center would act at the transfer point for the ICATS Express routes along with other local services.	Iredell County Area Transit System	Division Needs	Facility	30%	70%	\$2,000,000	\$600,000	\$1,400,000
9	New Project	Mecklenburg Transit Services Fleet Expansion	Expand paratransit fleet to meet growing demand. Purchase 1 new light transit vehicle every 5 years beginning in 2020.	Mecklenburg Transit Services	Division Needs	Demand Response	90%	10%	\$160,000	\$144,000	\$16,000

Notes:
1) Local share may be local funds, federal funds or a combination of local and federal funds controlled by the transit agency.
2) Total Cost has been escalated to anticiapted year of expenditure.

Count	Submittal Type	STI Tier	Project Name	Project Description	Total Project Cost	Other Funds	Cost to NCDOT
1	Re-Submit P4.0 Project	Statewide Mobility	Clanton Road Extension & Norfolk Southern Railroad Grade Separation	Extend Clanton Rd. to Wilkinson Blvd (US 29 & US 74). with a grade separation of the Norfolk southern Railroad; close the Donald Ross Rd. crossing at the Norfolk Southern Railroad (Crossing #716178E)	\$20,400,000	\$860,125	\$19,539,875
2	Re-Submit P4.0 Project	Statewide Mobility	Old Dowd Road (SR 1191) & Norfolk Southern Rail Crossing Improvement	Realign Old Dowd Road and construct a grade separated overpass over the Norfolk Southern Rail Line. (Crossing #716184H)	\$21,000,000	\$1,050,000	\$19,950,000
3	Re-Submit P4.0 Project	Statewide Mobility	North Yard Lead Realignment (formerly known as the Aberdeen-Carolina & Western (AC&W) Railroad Relocation Project)	Relocate AC&W Railroad on new alignment from its current alignment at Sugar Creek Rd. heading southwest to intersect the North Carolina Railroad near Craighead Rd. and construct new track in NCRR Corridor to NS Freight Yard near current Amtrak Station.	\$17,900,000	\$0	\$17,900,000
4	New Project	Statewide Mobility	Hoskins Road Grade Separation (CSX)	Construct a grade separation in the vicinity of the Hoskins Road at-grade crossing to facilitate the closure of Hoskins Road (Crossing Number 631426M) and Goff Street (Crossing #631425F).	\$16,000,000	\$0	\$16,000,000
5	New Project	Statewide Mobility	Hovis Road Grade Separation (CSX)	Construct a grade separation at the Hovis Road crossing with the CSX rail line.	\$12,000,000	\$0	\$12,000,000
6	New Project	Statewide Mobility	CSX SF-SG Line Connector	Proposed rail connector track between the CSX SG line (Monroe to Waxhaw) and CSX SF line (Monroe to Charlotte). This proposed track would be located on the west side of town, however the exact alignment has yet to be determined.	\$26,800,000	\$0	\$26,800,000
7	New Project	Statewide Mobility	CSX SE Line - Richardson Creek Siding	Extend existing siding in Monroe to provide run around capability clear of the main track for access to Charlotte	\$15,650,000	\$0	\$15,650,000
8	New Project	Statewide Mobility	CSX SG Line - Waxhaw Siding	Establish 14,000' or better siding to alleviate block crossings. This proposed siding is being developed and are looking at a location somewhere east of Waxhaw in unincorporated Union county.	\$23,500,000	\$0	\$23,500,000
9	New Project	Statewide Mobility	CSX SG Line - Helms Road Grade Separation	Construct a grade separation in the vicinity of the Helms Road at-grade crossing to facilitate the closure of Helms Road (Crossing #638897B).	\$20,000,000	\$0	\$20,000,000
10	New Project	Statewide Mobility	CSX SF Line - Wesley Chapel Stouts Road Grade Separation	Construct grade separation of Wesley Chapel Stouts Road (631 925D) to enhance Stouts Siding usage and close the existing at-grade crossing.	\$10,000,000	\$0	\$10,000,000

Count	Project Type	STI Tier	Airport	Project Name	Project Description	Total Project Cost	Other Funds	Cost to NCDOT
1	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Center Airfield Lighting Vault Relocation	With the proposed configuration for the South Ramp Expansion to accommodate the Concourse B and Concourse C Expansions, the Center Airfield Lighting Vault would need to be relocated. This lighting vault will accommodate the fourth parallel runway and enable concourse and ramp expansions to enhance capacity.	\$4,000,000	\$3,500,000	\$500,000
2	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Concourse A Expansion Phase II	This project will include a three level pier including 16 passenger boarding gates, hold rooms, public restrooms, and circulation areas with moving sidewalks, concession areas, a baggage conveyor system, and other support areas.	\$300,000,000	\$299,500,000	\$500,000
3	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Concourse B Expansion	This expansion would widen the concourse and expand to the west off of the south end of the concourse. This includes passenger boarding gates, hold rooms, public restrooms, circulation areas with moving sidewalks, concession areas, and other support areas.	\$463,000,000	\$462,500,000	\$500,000
4	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Concourse C Expansion	This expansion would widen the concourse and expand to the east off of the south end of the concourse. This includes passenger boarding gates, hold rooms, public restrooms, circulation areas with moving sidewalks, concession areas, and other support areas.	\$463,000,000	\$462,500,000	\$500,000
5	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Fourth Parallel Runway Design	This project includes the design of the fourth parallel runway which will be 12,000 feet long and 150 feet wide. The length of the runway was determined to satisfy the aircraft fleet serving CLT.	\$38,000,000	\$37,500,000	\$500,000
6	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Fourth Parallel Runway Construction	Construction of the fourth parallel runway of 12,000 feet in length and 150 feet in width, associated end-around-taxiways, and hold pads. This runway is to replace the current crosswind runway and enhance capacity of the airfield.	\$384,000,000	\$383,500,000	\$500,000
7	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Fuel Farm Pumping Station Expansion	This project is to provide for the design and construction of two new jet fuel pumping and filtering stations. Current peak demand requires that five of the six pump stations at the fuel farm be running to meet the demand.	\$375,000	\$	\$375,000
8	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Taxiway A Rehabilitation	The Airport's Pavement Management Study concluded that the rehabilitation areas identified as part of this project are over 30 years old and/or below a 65 PCI. Completion of this project is necessary to avoid loss of the taxiway and the vital airfield capacity it provides. Failure to rehabilitate the selected areas will result in significant flight delays.	\$13,000,000	\$12,500,000	\$500,000
9	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Taxiway M Rehabilitation	The recent Pavement Management Plan has determined Taxiway M from Taxiway E to the air carrier ramp to be in poor condition. Completion of this project is necessary to avoid loss of the taxiway and the airfield capacity it provides. Failure to rehabilitate the selected areas will result in significant flight delays	\$14,000,000	\$13,500,000	\$500,000
10	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Terminal Lobby Expansion Construction	This project will provide for the construction of the Terminal Lobby Expansion which will include expansion of all four levels of the ticket lobby to the north and west to provide additional public circulation space, main lobby area, baggage claim lobby area, security check point areas and airline ticket counter queuing spaces, as well as associated mechanical and support areas.	\$256,000,000	\$255,500,000	\$500,000
11	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	Third Aircraft Rescue and Firefighting Station	With the proposed configuration and implementation of the fourth parallel runway, a new ARFF station must be constructed to meet 14 CFR Part 139 standards. The two current locations will not allow proper response times after construction of the new runway.	\$7,500,000	\$7,000,000	\$500,000

Count	Project Type	STI Tier	Airport	Project Name	Project Description	Total Project Cost	Other Funds	Cost to NCDOT
12	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	West Ramp Expansion Phase I	This project will design and construct aircraft ramp that will accommodate Concourse A Expansion – Phase I to provide additional aircraft parking and taxilane. This ramp will be 180,200 square yards of 18 inch concrete on top of 6 inches of cement treated base.	\$46,572,537	\$46,072,537	\$500,000
13	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	West Ramp Expansion Phase II	This project will design and construct the remianing portion of the ramp for Concourse A Expansion Phase II. This ramp will accommodate aircraft taxi and parking associated with the Concourse A Phase II Expansion.	\$25,000,000	\$24,500,000	\$500,000
14	New Project	Statewide Mobility	Charlotte-Douglas International Airport (CLT)	West Ramp Lavatory and Fuel Station	This project is to provide for the design and construction of a new LAV (Tricurator) and GSE Fueling facilities on an expanded ramp area north of the future A Ramp.	\$1,250,000	\$750,000	\$500,000
15	Project in DRAFT TIP - Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	East Partial Parallel Taxiway (AV-5824)	Construct a partial parallel taxiway on the east side of Runway 5-23 to allow for future development	\$3,200,000	\$323,000	\$2,877,000
16	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Land acquisition - East Area	Land acquisition necessary for future airport expansion. This land totals 16.0 acres at \$60,000/acre.	\$1,250,000	\$750,000	\$500,000
17	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Land acquisition & design for auto parking expansion	Land acquisition and a design process is necessary to allow for an expansion to existing parking.	\$1,089,345	\$108,935	\$980,411
18	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	New air traffic control tower and access road	Construct an air traffic control tower and access road on the east side of the airfield.	\$4,791,000	\$479,100	\$4,311,900
19	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	North hangar area improvements - Phase 1	Construct a Connector Taxiway and Access Road for future corporate hangar development off the north corner of the parallel taxiway. This project is required to be completed to provide airfield access for the Phase II, Phase III, Phase, and Phase IV projects of the North Hangar Area Improvements projects. It is anticipated that this project will require some form of environmental documentation to address the impacts of crossing Dry Fork Creek and resulting permitting/mitigation.	\$1,480,600	\$148,060	\$1,332,540
20	Project in DRAFT TIP - Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	North hangar area improvements - Phase 2(AV-5825)	Construct a Taxilane and Apron for additional corporate hangar development off of the north corner of the parallel taxiway. This project requires completion of the North Hangar Area Improvements - Phase 1 project to provide access to the runway and taxiway system. - NOTE: This development is dependent on the completion of SPOT ID Project A130121	\$589,500	\$58,950	\$530,550
21	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	North hangar area improvements - phase 3	Construct a taxilane and apron for additional corporate hangar development. - NOTE: This development is dependent on the completion of SPOT ID Project A130121	\$769,400	\$76,940	\$692,460
22	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	North hangar area improvements - phase 4	Construct a taxilane and apron for additional corporate hangar development. - NOTE: This development is dependent on the completion of SPOT ID Project A130121 and SPOT ID Project A130123	\$839,000	\$83,900	\$755,100
23	Project in DRAFT TIP - Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Relocate and Widen the parallel taxiways (AV-5814)	Phase 1 of a four-phase project.	\$1,324,000	\$132,400	\$1,191,600
24	Resubmit P4.0 Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Terminal building expansion	A proposed 6,200 square foot expansion to the existing terminal building includes a new conference center, reconfiguration of existing offices and new office space	\$1,900,000	\$190,000	\$1,710,000
25	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Airfield lighting rehabilitation	Rehabilitate existing runway and taxiway lighting systems.	\$912,000	\$91,200	\$820,800
26	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Airport layout plan update and air traffic control tower study	Update to the existing airport layout plan to reflect changes to the airfield, land acquisitions, road relocations and proposed terminal expansion.	\$310,000	\$31,000	\$279,000
27	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Corporate hangar site development	Design and construct site development for four proposed corporate hangars south of existing transient aircraft parking apron.	\$879,890	\$87,989	\$791,901
28	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Land acquisition - Runway 23 protection	Land associated with Runway Safety Area and Runway Protection Zone	\$499,950	\$49,995	\$449,955

Count	Project Type	STI Tier	Airport	Project Name	Project Description	Total Project Cost	Other Funds	Cost to NCDOT
29	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Land acquisition - west hangar area	Land acquisition to allow for additional hangar area on west side of airport property	\$528,000	\$52,800	\$475,200
30	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	North hangar area improvements - Phase ib	Construct an Apron, Taxilane and Access Road for future corporate hangar development off the north corner of the parallel taxiway.	\$2,266,000	\$226,600	\$2,039,400
31	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Strengthen Taxiways to 95,000 Dual Wheel, Fillet Widening (Phase 1)	Rehabilitation and strengthening of taxiways to 95,000 dual wheel, and widen fillets at selected taxiways where group 3 aircraft operations are anticipated. This project is the next phase of improvements that include unfunded project elements and a continuation of project AV-5814.	\$1,500,000	\$150,000	\$1,350,000
32	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Strengthen Taxiways to 95,000 Dual Wheel, Fillet Widening (Phase 2)	Rehabilitation and strengthening of taxiways to 95,000 dual wheel, and widen fillets at selected taxiways where group 3 aircraft operations are anticipated. This project is the next phase of improvements that include unfunded project elements and a continuation of project AV-5814 and Phase 1 of this project listed for FY 2021.	\$1,500,000	\$150,000	\$1,350,000
33	New Project	Division Needs	Charlotte-Monroe Executive Airport (EQY)	Strengthen Taxiways to 95,000 Dual Wheel, Fillet Widening (Phase 3)	Rehabilitation and strengthening of taxiways to 95,000 dual wheel, and widen fillets at selected taxiways where group 3 aircraft operations are anticipated. This project is the next phase of improvements that include unfunded project elements and a continuation of project AV-5814 and Phase 2 of this project listed for FY 2022.	\$1,500,000	\$150,000	\$1,350,000
34	Modify P4.0 Project	Division Needs	Statesville Regional Airport (SVH)	RUNWAY 28 EXTENSION TO 8,000' (Phase 1 of 5) Environmental Permitting and Land Acquisition	Project consists of extending the runway from its current length of 7,000' to 8,000' to the east. Project consists of land acquisition, Navaid relocation, East Aviation Drive relocation, runway extension site preparation, and runway extension paving and lighting. Phase 1 is Environmental/Permitting Est. Cost \$1.0 Million; Land Acquisition Est. Cost \$7.2 Million; Design \$2.5 Million.	\$10,700,000	\$1,070,000	\$9,630,000
35	Modify P4.0 Project	Division Needs	Statesville Regional Airport (SVH)	RUNWAY 28 EXTENSION TO 8,000' (Phase 2 of 5) East Aviation Drive Relocation and Utility Relocation	Project consists of extending the runway from its current length of 7,000' to 8,000' to the east. Project consists of land acquisition, Navaid relocation, East Aviation Drive relocation, runway extension site preparation, and runway extension paving and lighting. Phase 2 is East Aviation Drive Relocation Est. Cost \$4.2 Million. and Utility Relocation Est. Cost \$1.5 Million.	\$5,700,000	\$570,000	\$5,130,000
36	Modify P4.0 Project	Division Needs	Statesville Regional Airport (SVH)	RUNWAY 28 EXTENSION TO 8,000' (Phase 3 of 5) Site Preparation Phase A	Project consists of extending the runway from its current length of 7,000' to 8,000' to the east. Project consists of land acquisition, Navaid relocation, East Aviation Drive relocation, runway extension site preparation, and runway extension paving and lighting. Phase 3 is Site Preparation Phase A Est. Cost \$11.5 Million.	\$11,500,000	\$1,150,000	\$10,350,000
37	Modify P4.0 Project	Division Needs	Statesville Regional Airport (SVH)	RUNWAY 28 EXTENSION TO 8,000' (Phase 4 of 5) Site Preparation Phase B	Project consists of extending the runway from its current length of 7,000' to 8,000' to the east. Project consists of land acquisition, Navaid relocation, East Aviation Drive relocation, runway extension site preparation, and runway extension paving and lighting. Phase 4 is Site Preparation Phase B Est. Cost \$11.5 Million.	\$11,500,000	\$1,150,000	\$10,350,000
38	Modify P4.0 Project	Division Needs	Statesville Regional Airport (SVH)	RUNWAY 28 EXTENSION TO 8,000' (Phase 5 of 5) Paving and Lighting	Project consists of extending the runway from its current length of 7,000' to 8,000' to the east. Project consists of land acquisition, Navaid relocation, East Aviation Drive relocation, runway extension site preparation, and runway extension paving and lighting. Phase 5 is Paying and Lighting Est. Cost \$3.7 Million.	\$3,700,000	\$370,000	\$3,330,000
39	Resubmit P4.0 Project	Division Needs	Statesville Regional Airport (SVH)	SOUTH PARALLEL TAXIWAY (WEST SIDE)	construction of a partial parallel taxiway to the south of the existing runway that meets current FAA separation requirements and increases safety by eliminating active runway crossings for departing aircraft and correcting a non-standard condition with the existing taxiway being too close to the existing runway.	\$11,600,000	\$1,160,000	\$10,440,000
40	New Project	Division Needs	Statesville Regional Airport (SVH)	RUNWAY 10 SAFETY AREA IMPROVEMENTS	This project will allow the threshold to Runway 10 to be relocated to maximize the existing runway length and improve the safety of departing and arriving aircraft.	\$6,500,000	\$650,000	\$5,850,000

Count	Project Type	STI Tier	Airport	Project Name	Project Description	Total Project Cost	Other Funds	Cost to NCDOT
41	New Project	Division Needs	Statesville Regional Airport (SVH)	TERMINAL RENOVATION	This project consists of the revitalization/renovation of the existing terminal building at the Statesville Regional Airport.	\$1,600,000	\$160,000	\$1,440,000
42	New Project	Division Needs	Statesville Regional Airport (SVH)	WEST AVIATION DEVELOPMENT AREA	This project will create approximately 37 acres for aviation business development consisting of small to large hangars, manufacturing/repair/overhaul (MRO) sites, and other aviation businesses.	\$38,230,200	\$3,823,020	\$34,407,180

**RESOLUTION REQUESTING CRTPO AND NCDOT INCLUDE FOR RANKING TWO
I-77 GENERAL PURPOSE LANES PROJECTS IN THE PRIORITIZATION 5.0
PROCESS FOR DEVELOPMENT OF THE
2020-2029 TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, I-77 is a significant transportation and economic corridor from a statewide, regional and local perspective; and

WHEREAS, the I-77 corridor in the Charlotte Metro region is over capacity and heavily congested; and

WHEREAS, while the current I-77 Managed Lanes Project will construct managed lanes from Center City Charlotte to Exit 36 in Mooresville that will provide limited congestion relief initially to the existing I-77 general purpose lanes, that relief will continue to degrade with time; and

WHEREAS, the construction of additional I-77 general purpose lanes will provide a level of improved congestion relief to the corridor (either in addition to or without the managed lanes); and

WHEREAS, North Carolina Department of Transportation (NCDOT) is conducting a Prioritization 5.0 (P5.0) process to determine what transportation projects will be included in the 2020-2029 Transportation Improvement Program (TIP); and

WHEREAS, Charlotte Regional Transportation Planning Organization (CRTPO) determines what candidate projects will be ranked in P5.0; and

WHEREAS, the Town of Cornelius has requested that two I-77 general purpose lanes projects be ranked in P5.0:

1. I-77 General Purpose Lanes from Exit 19 to Exit 28 (adding two general purpose lanes in each direction, for a total of four additional general purpose lanes).
2. I-77 General Purpose Lanes from Exit 28 to Exit 36 (adding one general purpose lane in each direction, for a total of two additional general purpose lanes); and

WHEREAS, P5.0 requires the identification of project cost estimates, including contractual premiums resulting from applicable projects; and

WHEREAS, NCDOT has reservations about ranking these projects due to the unknown cost of the compensation amount that will likely be contractually claimed by I-77 Mobility Partners, as a result of the compensating event triggered by constructing general purpose lanes adjacent to the managed lanes; and

WHEREAS, the current draft CRTPO list of candidate P5.0 projects does not include the aforementioned general purpose lanes projects; and

WHEREAS, CRTPO's current P5.0 public comment period ends on August 31, 2017; and

WHEREAS, CRTPO's adopted Comprehensive Transportation Plan (CTP) identifies the I-77 corridor as needing improvement; and

WHEREAS, the Town of Cornelius continues to advocate for the construction of additional I-77 general purpose lanes, as exemplified in its similar request for inclusion in P4.0 and the 2045 Metropolitan Transportation Plan (MTP).

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Cornelius hereby requests that the Charlotte Regional Transportation Planning Organization (CRTPO) and North Carolina Department of Transportation (NCDOT) include for ranking in the Prioritization 5.0 (P5.0) process for the 2020-2029 Transportation Improvement Program (TIP) the following two roadway projects: 1. I-77 General Purpose Lanes from Exit 19 to Exit 28 (adding two general purpose lanes in each direction, for a total of four additional general purpose lanes). 2. I-77 General Purpose Lanes from Exit 28 to Exit 36 (adding one general purpose lane in each direction, for a total of two additional general purpose lanes).

Adopted this 21st day of August, 2017.

SEAL

Charles L. Travis, III, Mayor

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney