



TOWN OF CORNELIUS

Cornelius Town Hall

BOARD OF COMMISSIONERS

May 7, 2018

Agenda

PRE-MEETING - 5:45 PM

- **FY2019 Electric Fund Budget**
- **FY2019 Budget Workshop**

TOWN BOARD - 7:00 PM

- 1. CALL TO ORDER**
- 2. DETERMINATION OF QUORUM**
- 3. APPROVAL OF AGENDA**
- 4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 5. MAYOR/COMMISSIONERS/MANAGER REPORTS**
- 6. CITIZEN CONCERNS/COMMENTS**
- 7. PRESENTATIONS**
 - A. Odyssey of the Mind World Finals**
 - B. Ramsey Creek Swim Beach Update**
 - C. Bailey Road Park Synthetic Turf Update**
 - D. Phase II and New Bonds Discussion**
 - E. Manager's FY2019 Recommended Budget**
- 8. CONSIDERATION OF APPROVAL**
 - A. FY18 Operating Budget Amendment**
 - B. Jim Cooke Road Closure/Abandonment Resolution**
 - C. Stream Restoration Grant Agreement**
 - D. Willow Pond Land Donation Agreement - 1st Amendment**
- 9. CONSENT AGENDA**
 - A. Approve Minutes - Regular Meeting**
 - B. Approve Minutes - Closed Session**
 - C. Tax Refunds**
- 10. COMMISSIONER CONCERNS**
- 11. CLOSED SESSION**
 - A. Personnel Matters**
- 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: May 7, 2018

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Continue discussion on the FY2019 Electric Fund budget.

Manager's Recommendation:

Continue discussion.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Continue discussion on the FY2019 Operating Budget.

Manager's Recommendation:

Continue discussion.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Odyssey of the Mind is an international creative problem solving competition where students have to solve a problem using critical thinking and creative ideas. Each problem has multiple requirements to fulfill. Students present their solution in an eight minute presentation that includes building a set, making their own costumes, and writing an original script.

Teams from Cornelius Elementary and Bailey Middle schools are advancing to the Odyssey of the Mind World Finals at Iowa State University.

Manager's Recommendation:

Hear more from students that are advancing to the World Finals.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, PARC Director

Action Requested:

Greg Clemmer, Mecklenburg County Park Superintendent, will give a presentation on the Ramsey Creek Swim Beach 2018 season.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, PARC Director


Action Requested:

Hear an update on the Bailey Road Park football field synthetic turf project and potential partnership opportunities.

Manager's Recommendation:

Hear presentation.

ATTACHMENTS:

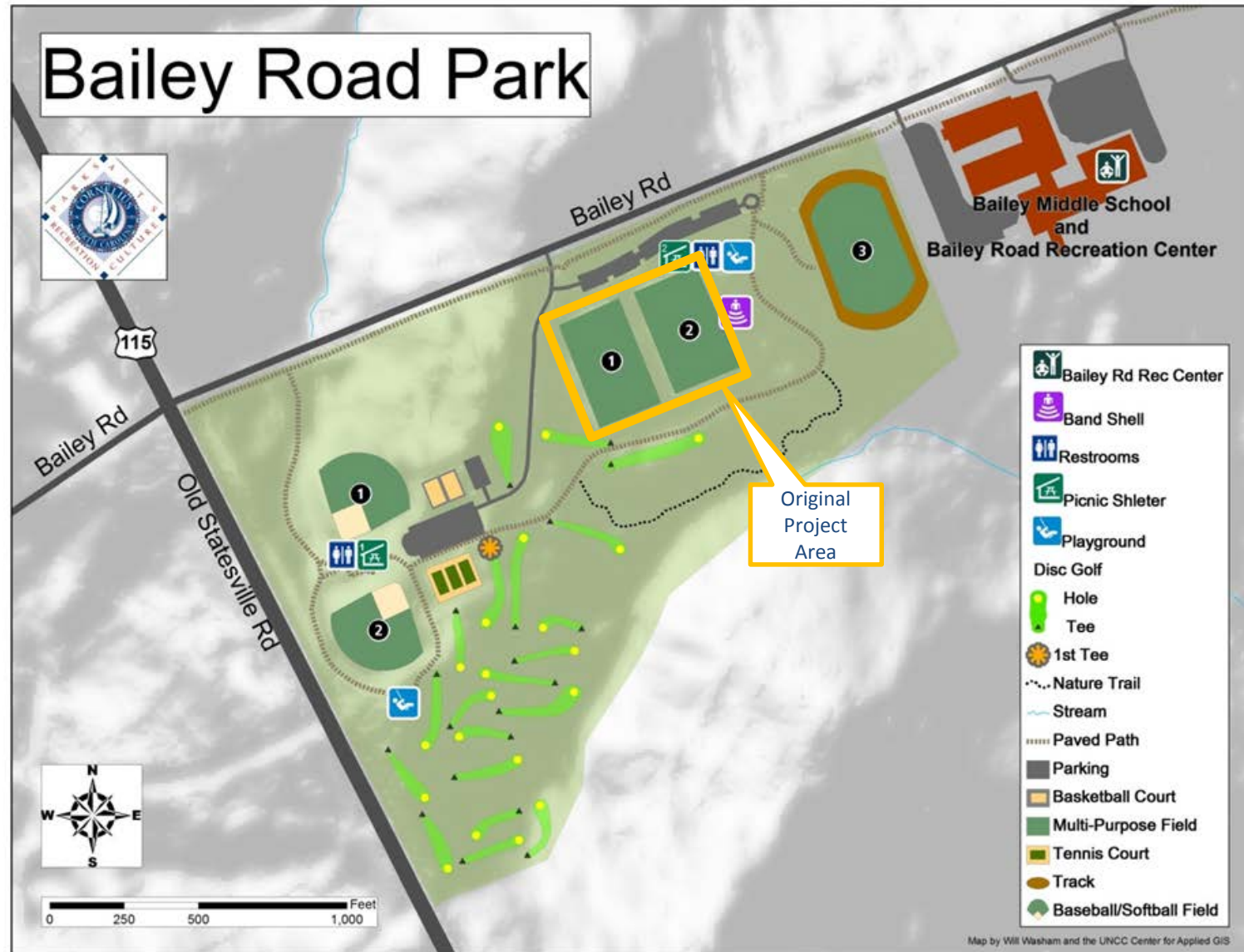
Name:	Description:	Type:
 2018-05-03_BMS_synthetic_turf_partnerships_(002).pdf	Synthetic Turf	Presentation



Bailey Middle School Synthetic Turf Project Update and Partnership Terms

PARC Commission
May 3, 2018

Original Project





Bailey Road Park Soccer Fields Partnership General Terms



Project Scope:	Install synthetic turf on two existing soccer fields (Fields 1&2)
Financial:	Paid \$1.1M for synthetic turf installation
Town:	Paying the Town \$850,000 over 12.5 years
Rapids:	
Term:	15 year agreement with Rapids accelerating payments in years 2017-26
Field Use:	800 hours/year/field on two soccer fields and football field



Bailey Road Park Soccer Fields Before and After



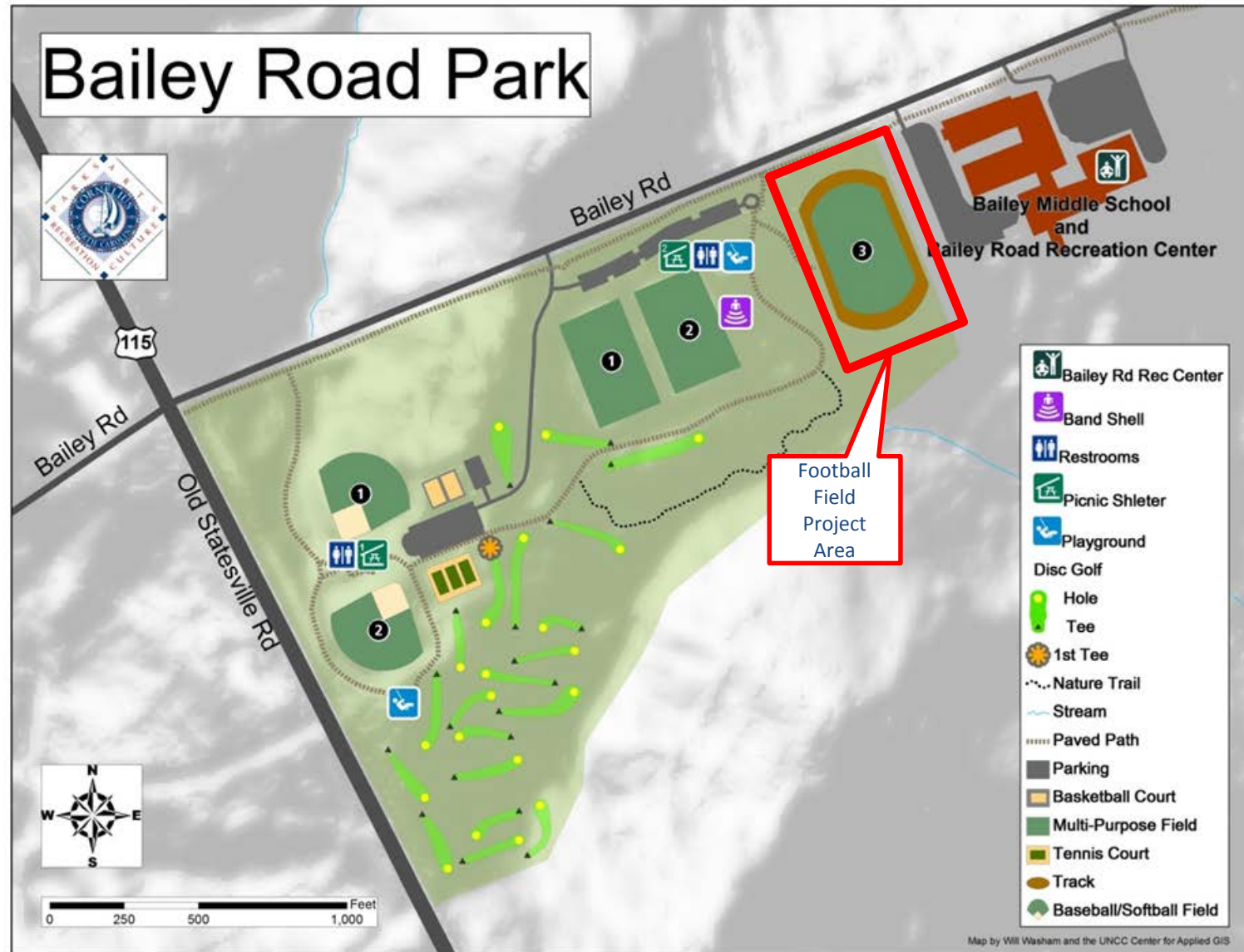
AFTER



BEFORE



FY 18 Football Field Project: \$200,000



Drainage Improvements (Before)



Drainage Improvements (After)



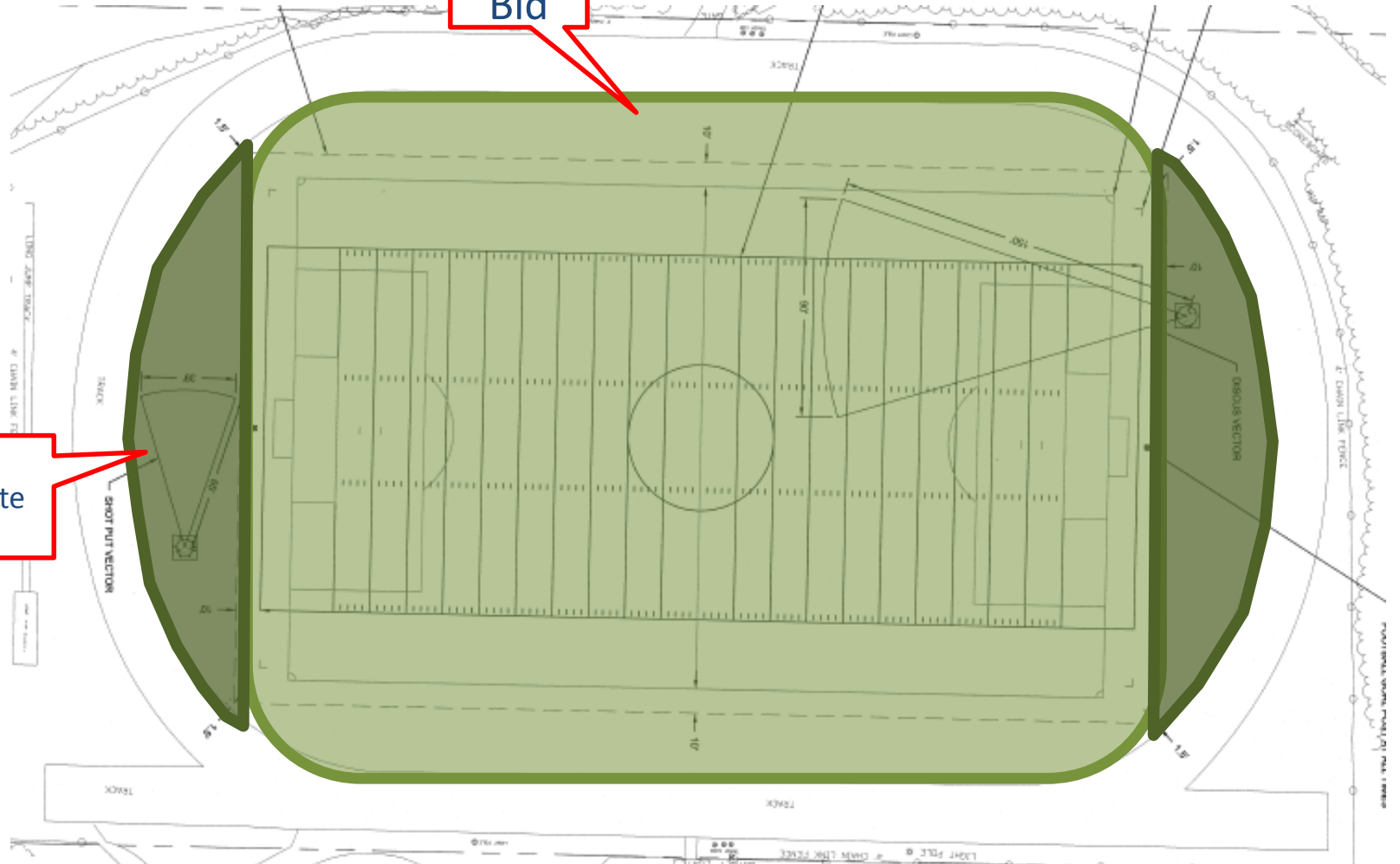
Synthetic Turf Construction Documents

TOWN OF CORNELIUS SYNTHETIC TURF FIELD AT BAILEY MIDDLE SCHOOL

11900 BAILEY ROAD
CORNELIUS, NORTH CAROLINA
100% CONSTRUCTION DOCUMENTS

Add
Alternate
Bid

Base
Bid



FY 19 Proposed Budget: \$1.3M
Bid Opening: May 8, 3:00 pm
Schedule: June 11-August 17



Bailey Road Park Football Field Partnership General Terms



Field Use:	Maintain current right of first reservation for middle school sports and events
Term:	10 years, maintain normal and customary field use as in the past for MS activities
Contribution:	\$50,000 at \$5,000/year over 10 years



Field Use:	Maintain right of reservation after middle school and PARC events
Term:	10 years, 170 hours/year on BRP football field in addition to other facility use
Contribution:	\$50,000 at \$5,000/year over 10 years



Field Use:	Maintain right of reservation after middle school, PARC and Giants events
Term:	15 years, 2400 hours/year on all three BRP fields
Contribution:	\$690,000 at various rates over 15 years in addition to previous commitment of \$850,000 in the original agreement



Bailey Road Park Football Field Partnership Summary

Partners:



Synthetic Turf Field Cost:

\$1,300,000

Total Contributions:

\$ 790,000

Annual Maintenance Savings:

\$ 18,500

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:


Discuss Phase II bond sale at the end of July excluding the 4 million in art center bonds for a total of \$6,715,000. Discussion is necessary to provide time for staff to prepare for a bond rating as well as Preliminary Official Statement documentation. The Bond Counsel will also prepare a bond resolution that will have to be approved by the Board in July.

Also, continue to discuss the possibility of a November Referendum. If the Board decides to move in this direction, multiple bond resolutions will need Board approval over the next few months. Additionally, we will be required to advertise the bond resolutions prior to approval from the Board. Finally, Bond Counsel will have to notify the Board of Elections regarding the Referendum to allow ample time for ballot placement.

Manager's Recommendation:

Discuss Phase II bond sale and potential bond referendum for November, 2018.

ATTACHMENTS:

Name:	Description:	Type:
 May_7th-Phase_II_and_New_Bonds_Discussion.pptx	Bond Presentation	Presentation



Phase II Bonds
May 7, 2018

Phase I Bonds Sold June 2015

- Roads, Intersections, & Sidewalks (\$5.485 mil)
 - Hickory St. Ext., Bailey Rd./115 Intersection Improvements, Nannie Potts Ln., Gem St. Ext.
- Parks and Recreation (\$4.2 mil)
 - Caldwell Station Creek Greenway, Hoyt Wilhelm Park, Antiquity Greenway, South Bailey Rd. Greenway, McDowell Creek Greenway, Park improvements

Phase II Bonds

July 2018 Sale Date Total \$6,715,000

Street Bonds	Park Bonds
\$5,665,000	\$1,050,000
Bailey Rd. Extension, Phase I and III Projects	Smithville Park/JV Washam Elementary Greenway

CIP Bond Projects

DESCRIPTION	Source	2019	2020	2021	2022	2023	Future	Total
Bailey Road Extension	Bonds Ph-2	3,664,943	-	-	-	-	-	3,664,943
Funding for Phase I, II, and III Road Bond Projects	Bonds Ph-2	2,000,057	-	-	-	-	-	2,000,057
Smithville Park to JV Washam ES Greenway and Westmoreland Road MUP	Bonds Ph-2	1,050,000	-	-	-	-	-	1,050,000
Community/Art Center	Bonds Ph-2	-	4,000,000	-	-	-	-	4,000,000
Northcross Drive Extension-Local Match	F Bond	-	5,411,577	-	-	-	-	5,411,577
Torrence Chapel Rd/West Catawba Ave Intersection-Local Match	F Bond	-	3,115,589	-	-	-	-	3,115,589
West Catawba Ave, Phase II-Local Match	F Bond	-	1,200,000	-	-	-	-	1,200,000
Hwy 21 Quadrant- Bike/Ped Accommodations, Landscaping/Utility Burial	F Bond	-	1,100,000	-	-	-	-	1,100,000
Hwy 115/Potts St/Davidson St Intersection Improvement	F Bond	-	1,000,000	-	-	-	-	1,000,000
Northcross Dr. Extension- Bike/Ped Accommodations	F Bond	-	750,000	-	-	-	-	750,000
Hwy 115/Potts St/Davidson St Intersection Improvement-Landscaping, Bike/Ped	F Bond	-	525,000	-	-	-	-	525,000
Hwy 21 Quadrant-Local Match	F Bond	-	452,000	-	-	-	-	452,000
Hwy 115/Hickory St. Intersection Improvements	F Bond	-	429,985	-	-	-	-	429,985
West Catawba Ave, Phase II- Bike/Ped, Landscaping	F Bond	-	-	-	4,630,000	-	-	4,630,000
Hwy 21 Widening (A)- Bike/Ped Accommodations, Landscaping	F Bond	-	-	-	3,000,000	-	-	3,000,000
Torrence Chapel Rd/West Catawba Ave Intersection-Bike Ped, Landscaping	F Bond	-	-	-	2,400,000	-	-	2,400,000
TOTAL BOND PROJECTS		6,715,000	17,984,151	-	10,030,000	-	-	34,729,151

Phase II Calendar

July 2, 2018	Bond Resolution for Phase II Bonds
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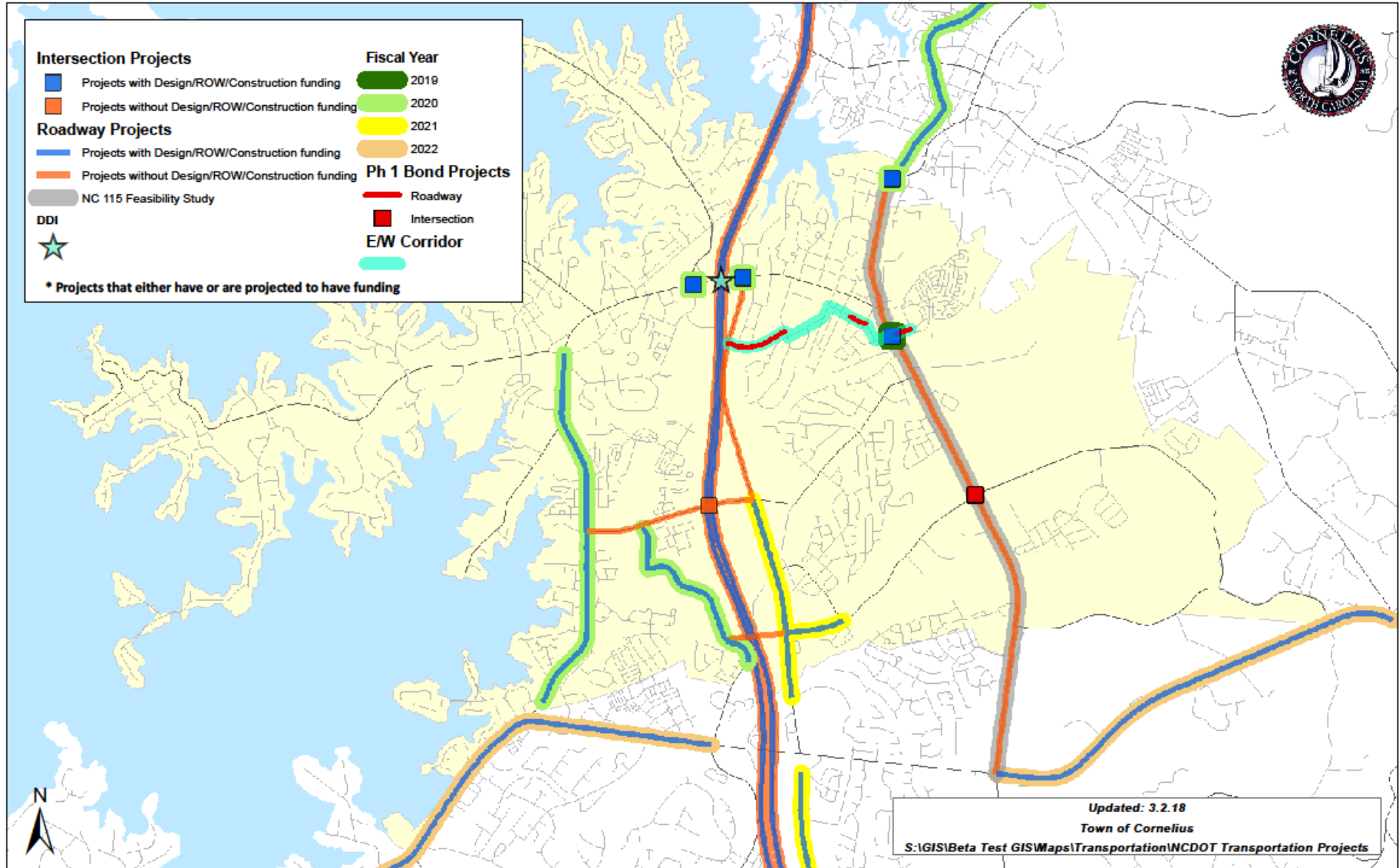
New Bond Referendum/Phase III Bond Projects

CIP Bond Projects

DESCRIPTION	Source	2019	2020	2021	2022	2023	Future	Total
Bailey Road Extension	Bonds Ph-2	3,664,943	-	-	-	-	-	3,664,943
Funding for Phase I, II, and III Road Bond Projects	Bonds Ph-2	2,000,057	-	-	-	-	-	2,000,057
Smithville Park to JV Washam ES Greenway and Westmoreland Road MUP	Bonds Ph-2	1,050,000	-	-	-	-	-	1,050,000
Community/Art Center	Bonds Ph-2	-	4,000,000	-	-	-	-	4,000,000
Northcross Drive Extension-Local Match	F Bond	-	5,411,577	-	-	-	-	5,411,577
Torrence Chapel Rd/West Catawba Ave Intersection-Local Match	F Bond	-	3,115,589	-	-	-	-	3,115,589
West Catawba Ave, Phase II-Local Match	F Bond	-	1,200,000	-	-	-	-	1,200,000
Hwy 21 Quadrant- Bike/Ped Accommodations, Landscaping/Utility Burial	F Bond	-	1,100,000	-	-	-	-	1,100,000
Hwy 115/Potts St/Davidson St Intersection Improvement	F Bond	-	1,000,000	-	-	-	-	1,000,000
Northcross Dr. Extension- Bike/Ped Accommodations	F Bond	-	750,000	-	-	-	-	750,000
Hwy 115/Potts St/Davidson St Intersection Improvement-Landscaping, Bike/Ped	F Bond	-	525,000	-	-	-	-	525,000
Hwy 21 Quadrant-Local Match	F Bond	-	452,000	-	-	-	-	452,000
Hwy 115/Hickory St. Intersection Improvements	F Bond	-	429,985	-	-	-	-	429,985
West Catawba Ave, Phase II- Bike/Ped, Landscaping	F Bond	-	-	-	4,630,000	-	-	4,630,000
Hwy 21 Widening (A)- Bike/Ped Accommodations, Landscaping	F Bond	-	-	-	3,000,000	-	-	3,000,000
Torrence Chapel Rd/West Catawba Ave Intersection-Bike Ped, Landscaping	F Bond	-	-	-	2,400,000	-	-	2,400,000
TOTAL BOND PROJECTS		6,715,000	17,984,151	-	10,030,000	-	-	34,729,151

Active Roadway Projects

Active 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)

<u>Project</u>	<u>EST. Construction Commencement</u>	<u>Non-Town Funds Roadway</u>	<u>Type of Funds</u>	<u>Town Funds Roadway</u>	<u>Town Funds Bike/Ped & Aesthetics, Betterment</u>	<u>Total Town Funds Spent To Date ****</u>	<u>Total Project Funds (All Sources)</u>
Hwy. 115/Hickory St. Intersection Improvement	FFY19/20	\$1,003,265	CMAQ	\$429,985	TBD*	\$0	\$1,433,250
Northcross Dr. Ext.	FFY20	\$5,720,000 \$2,000,000	STBG-DA BA	\$5,411,577	\$750,000	\$0	\$13,881,577
Hwy 21 Quadrant	FFY20	\$2,006,000 \$6,700,000	CMAQ BA	\$502,000	\$1,305,000	\$50,000	\$10,513,000
Torrence Chapel/West Catawba Ave Intersection Improvement	FFY20	\$7,759,411	BA	\$3,115,589	\$2,400,000	\$0	\$13,275,000
Hwy 115/Davidson/Potts Intersections Improvement	FFY20	\$6,000,000	BA	\$1,000,000	\$525,000	\$0	\$7,525,000
West Catawba Ave Phase II	FFY20	\$32,200,000	Traditional STI funds	\$1,200,000	\$4,630,000	\$0	\$38,030,000
Hwy 21 Widening (A) (Northcross Ctr. Ct. to Westmoreland)	FFY21	\$23,800,000	Traditional STI funds	\$0	\$3,000,000	\$0	\$26,800,000
Bailey Rd. Extension (Poole Place Dr. to Hwy. 21)	FFY21	\$3,521,262	STBG-DA	\$3,664,943	TBD*	\$0	\$7,186,205
Hwy 73 Widening (Hwy. 115 to Davidson-Concord Rd.)	FFY22	\$19,800,000	Traditional STI funds	\$0	\$180,000	\$0	\$19,980,000
Hwy 73 Widening (Beatties Ford Rd. to Northcross)	FFY22	\$68,800,000	Traditional STI funds	\$0	\$1,100,000	\$0	\$69,900,000
Bailey Rd. Flyover	Future***	\$0	N/A	TBD**	TBD*	\$0	\$0
Hwy 115 Corridor Improvement (Washam Potts to Potts)	Future***	\$0	N/A	TBD**	\$3,000,000	\$0	\$3,000,000
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	\$7,000,000	TBD*	\$0	\$7,000,000
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
		\$179,309,938		\$22,324,094	\$16,890,000	\$50,000	\$218,524,032

*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)	\$39,214,094
Town is leveraging \$39,214,094 of Town funds to obtain \$218,524,032 of roadway improvements.	

18%

Manager Recommends \$24M Referendum in November 2018

- Staff will continue to work with NCDOT to reduce project costs.
- Preserves Capacity for:
 - Increases in project costs above estimates
 - Allows for funding of other projects if changes occur with existing projects (e.g. Jetton Rd. Ext.)
 - Allows for local funding of STI projects (e.g. NC115, Bailey Rd. Flyover)
- November Referendum lines up with NCDOT projects beginning construction in FY20. (calendar year 2019)
- In the future, Town Board will authorize the actual amount of bonds to sell.

Proposed Board Action Calendar

November 2018 Referendum

June 4, 2018	November 2018 Referendum Resolutions
July 2, 2018	November 2018 Referendum Resolutions
August 6, 2018	November 2018 Referendum Resolutions

* Bond amount to be identified

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:


As required by General Statutes, the Town Manager must formally present a budget to the Town Board before June 1 each year. The presentation that describes the highlights of the FY 2019 Manager's Recommended Budget will be available on the Town's website on May 8th.

The FY19 Budget Public Hearing is scheduled for May 21st.

Manager's Recommendation:

Hear presentation and set budget public hearing date for May 21, 2018.

ATTACHMENTS:

Name:	Description:	Type:
 Budget presentation FY 2019 (002).ppt	FY2019 Budget Recommendation	Presentation



Town of Cornelius
FY 2019
Manager's Recommended Budget

May 7, 2018

CMP Vision Statement

Cornelius is a vibrant and inclusive small community on Lake Norman, dedicated to promoting the highest quality of life for all residents.

Revenues

- ❖ Property Tax is the largest component of Town revenue
- ❖ The Cornelius assessed value projected for FY 2019 is 5.5 billion which is an increase of 2%
- ❖ Sales tax is expected to increase by 2%
- ❖ Cornelius electric customers will have no rate increase (NC Statute will require a residential 6 cent per month increase to the REPS rider)

Expenditures

❖ Personnel

- ❖ Merit Pool at average 3% (\$199k)
- ❖ Health Insurance 5% (\$72k)
- ❖ Convert IT Helpdesk in-house ½ yr. (\$24k)
- ❖ PD Records Clerk ½ yr. (\$21k)

❖ Operating

- ❖ Cornelius Arts and Community Center-501 c3 fundraising development (\$143k)
- ❖ Garbage collection costs (\$97k)
- ❖ VFD \$1 per hour increase (\$63k)
- ❖ Additional sidewalk maintenance/stream restoration/street lights (\$62k)
- ❖ Maintenance for new park facilities (\$25k)
- ❖ Cloud Storage/PD body cameras (\$15k)

Capital Funded in FY 2019

Capital (Fund Balance)

- ❖ DDI Aesthetics (\$1,390,000)
- ❖ Street Resurfacing (\$800k)
- ❖ Willow Pond Stream Restoration Project (\$100k)
- ❖ VFD Equipment for new fire truck (\$90k)
- ❖ Police car equipment (\$125k)
- ❖ Police camera system (\$50k)
- ❖ Computer replacement (\$45k)

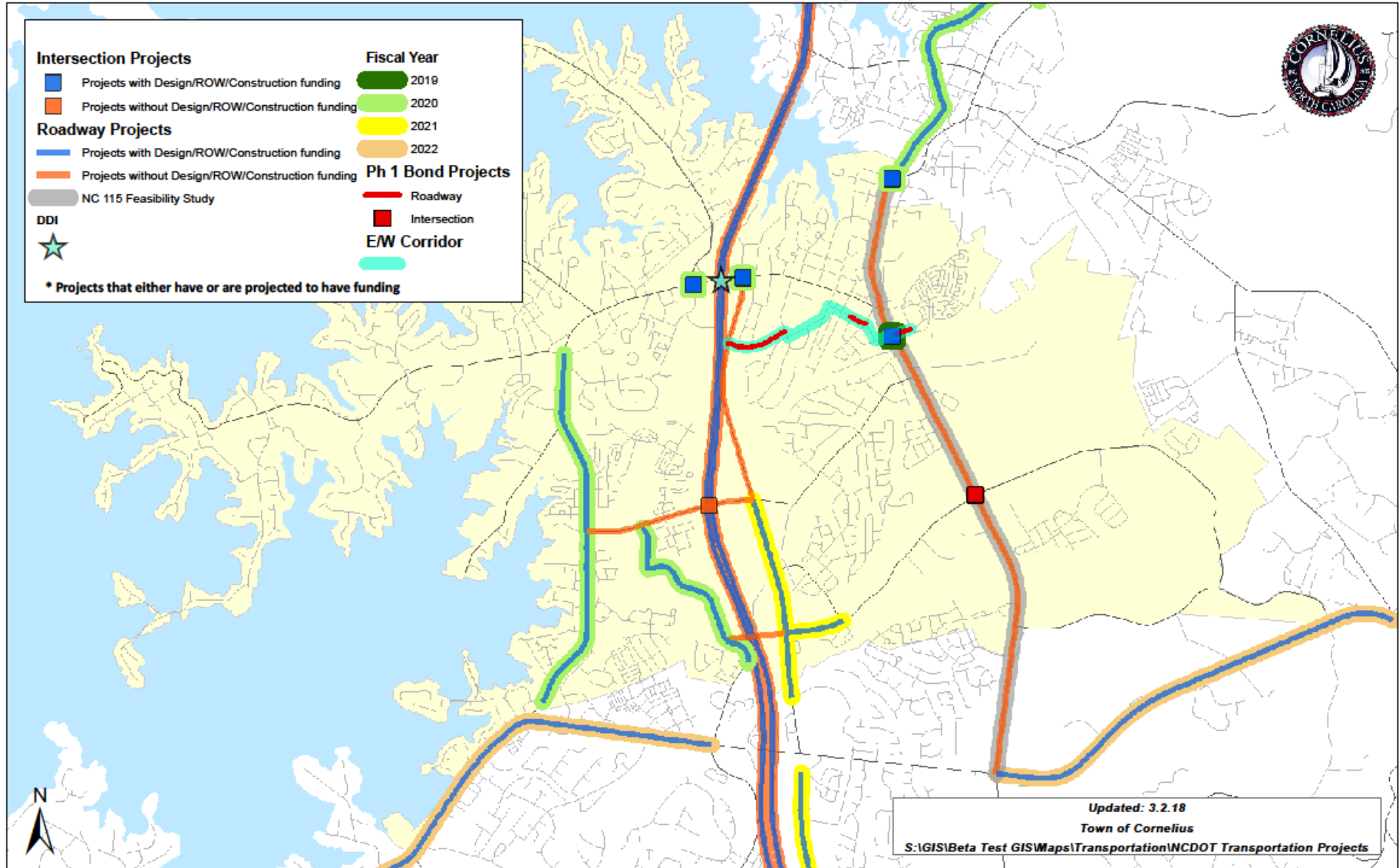
Capital Funded in FY 2019

Capital (Debt)

- ❖ \$6,715,000 Street and Park Bonds
- ❖ \$1,300,000 Bailey Rd. Park Track synthetic turf field
- ❖ \$1,000,000 Park land
- ❖ \$235,000 Police patrol vehicles
- ❖ \$35,000 VFD vehicle

Active Roadway Projects

Active Intersection and Roadway Projects *



CIP Bond Projects

DESCRIPTION	Source	2019	2020	2021	2022	2023	Future	Total
Bailey Road Extension	Bonds Ph-2	3,664,943	-	-	-	-	-	3,664,943
Funding for Phase I, II, and III Road Bond Projects	Bonds Ph-2	2,000,057	-	-	-	-	-	2,000,057
Smithville Park to JV Washam ES Greenway and Westmoreland Road MUP	Bonds Ph-2	1,050,000	-	-	-	-	-	1,050,000
Community/Art Center	Bonds Ph-2	-	4,000,000	-	-	-	-	4,000,000
Northcross Drive Extension-Local Match	F Bond	-	5,411,577	-	-	-	-	5,411,577
Torrence Chapel Rd/West Catawba Ave Intersection-Local Match	F Bond	-	3,115,589	-	-	-	-	3,115,589
West Catawba Ave, Phase II-Local Match	F Bond	-	1,200,000	-	-	-	-	1,200,000
Hwy 21 Quadrant- Bike/Ped Accommodations, Landscaping/Utility Burial	F Bond	-	1,100,000	-	-	-	-	1,100,000
Hwy 115/Potts St/Davidson St Intersection Improvement	F Bond	-	1,000,000	-	-	-	-	1,000,000
Northcross Dr. Extension- Bike/Ped Accommodations	F Bond	-	750,000	-	-	-	-	750,000
Hwy 115/Potts St/Davidson St Intersection Improvement-Landscaping, Bike/Ped	F Bond	-	525,000	-	-	-	-	525,000
Hwy 21 Quadrant-Local Match	F Bond	-	452,000	-	-	-	-	452,000
Hwy 115/Hickory St. Intersection Improvements	F Bond	-	429,985	-	-	-	-	429,985
West Catawba Ave, Phase II- Bike/Ped, Landscaping	F Bond	-	-	-	4,630,000	-	-	4,630,000
Hwy 21 Widening (A)- Bike/Ped Accommodations, Landscaping	F Bond	-	-	-	3,000,000	-	-	3,000,000
Torrence Chapel Rd/West Catawba Ave Intersection-Bike Ped, Landscaping	F Bond	-	-	-	2,400,000	-	-	2,400,000
TOTAL BOND PROJECTS		6,715,000	17,984,151	-	10,030,000	-	-	34,729,151

Remaining CIP

DESCRIPTION	Source	2019	2020	2021	2022	2023	Future	Total
DDI Aesthetics	Fund Bal	1,390,000	-	-	-	-	-	1,390,000
Bailey Road Park Track Renovation & Synthetic Turf Field	Debt	1,300,000	-	-	-	-	-	1,300,000
Park Land Expansion	Debt	1,000,000	-	-	-	-	-	1,000,000
Street Resurfacing	FB Powell	800,000	-	800,000	-	800,000	-	2,400,000
Vehicle Replacement Program	Both	360,000	365,000	370,000	375,000	380,000	-	1,850,000
Stream Restoration Project- Willow Pond	Fund Bal	100,000	100,000	300,000	-	-	-	500,000
Equip New Engine	Fund Bal	90,000	-	-	-	-	-	90,000
Video Surveillance Program	Fund Bal	50,000	50,000	50,000	50,000	50,000	-	250,000
Computer Replacement Program	Fund Bal	45,000	45,000	45,000	45,000	45,000	-	225,000
Fire Chief's Vehicle Replacement	Both	40,000	-	-	-	-	-	40,000
Jetton Road Extension/Sefton Parkway	Debt	-	2,000,057	-	-	-	-	2,000,057
Bailey Road North Neighborhood Park	Debt	-	1,500,000	-	-	-	2,500,000	4,000,000
Smithville Park to JV Washam ES Greenway and Westmoreland Road MUP (Match)	Fund Bal	-	1,350,000	-	-	-	-	1,350,000
Village Center Neighborhood Park	Debt	-	1,000,000	-	-	-	3,000,000	4,000,000
South Bailey Road Greenway Phase II	Debt	-	300,000	-	-	-	-	300,000
Sidewalks	FB Powell	-	200,000	-	200,000	-	-	400,000
Field Grooming Equipment & Utility Vehicle	Fund Bal	-	150,000	-	-	-	-	150,000
Facility Renovation & Expansion	Fund Bal	-	145,000	290,000	145,000	145,000	210,000	935,000
Public Works Equipment	Debt	-	75,000	65,000	-	-	-	140,000
Hose Replacement	Fund Bal	-	60,000	-	-	-	-	60,000
Festival Street - Catawba Avenue	Debt	-	-	2,600,000	-	-	-	2,600,000
Southeast Cornelius Neighborhood Park (BMS land will take care of land cost)	Debt	-	-	2,000,000	-	-	-	2,000,000
Replace Engine 4	Debt	-	-	800,000	-	-	-	800,000
Torrence Chapel Park Major Renovations	Debt	-	-	650,000	-	-	-	650,000
Robbins Park	Debt	-	-	-	1,000,000	-	3,800,000	4,800,000
Replace Truck 4	Debt	-	-	-	1,000,000	-	-	1,000,000
Glen Oak Green Park Connector	Fund Bal	-	-	-	500,000	-	-	500,000
Bailey Road Park Major Renovations	Fund Bal	-	-	-	320,000	200,000	1,500,000	2,020,000
Hwy 73 West- Bike/Ped Accommodations	Fund Bal	-	-	-	275,000	275,000	550,000	1,100,000
Legion Park Major Renovations	Fund Bal	-	-	-	200,000	-	500,000	700,000
Stratford Forest Greenway	Fund Bal	-	-	-	160,000	540,000	-	700,000
Police Department Roof	Fund Bal	-	-	-	60,000	-	-	60,000
Hwy 73 East- Bike/Ped Accommodations	Fund Bal	-	-	-	45,000	45,000	90,000	180,000
Smithville Park Major Renovations	Fund Bal	-	-	-	-	180,000	-	180,000
Westmoreland Interchange-ROW	Fund Bal	-	-	-	-	-	7,000,000	7,000,000
Smithville to JV Washam Linear Park	Debt	-	-	-	-	-	6,000,000	6,000,000
Westmoreland/McDowell Creek Neighborhood Park	Debt	-	-	-	-	-	4,000,000	4,000,000
Fire Station #3	Debt	-	-	-	-	-	4,000,000	4,000,000
West Catawba Ave, Phase II- Aesthetic Utility Poles	Fund Bal	-	-	-	-	-	4,000,000	4,000,000
Training Center/Land & Tower	Debt	-	-	-	-	-	3,000,000	3,000,000
Hwy 115- North Corridor- Bike/Ped Accommodations, Aesthetics	Debt	-	-	-	-	-	3,000,000	3,000,000
North Bailey Road Greenway	Debt	-	-	-	-	-	2,600,000	2,600,000
South Bailey Road Greenway Phase III	Debt	-	-	-	-	-	2,500,000	2,500,000
Waterfront Park	Debt	-	-	-	-	-	2,500,000	2,500,000
Victoria Bay Greenway	Debt	-	-	-	-	-	2,400,000	2,400,000
Old Cornelius to Statesville Road Greenway	Debt	-	-	-	-	-	2,100,000	2,100,000
Mini Park Land Acquisitions & Development	Debt	-	-	-	-	-	2,000,000	2,000,000
Caldwell Station Creek Greenway (South) Phase II	Debt	-	-	-	-	-	1,800,000	1,800,000
Washam Neighborhood Park	Debt	-	-	-	-	-	1,400,000	1,400,000
Westmoreland Park Greenway	Debt	-	-	-	-	-	1,210,000	1,210,000
I-77 Service Road to Westmoreland	Debt	-	-	-	-	-	1,036,250	1,036,250
North Bailey Road to Bailey Road Greenway	Debt	-	-	-	-	-	1,000,000	1,000,000
Caldwell Station to Bailey Extension	Debt	-	-	-	-	-	1,000,000	1,000,000
Synthetic Turf Multi-Purpose Field- Smithville Park	Debt	-	-	-	-	-	850,000	850,000
Bailey Road Park Tennis/Pickleball Complex	Debt	-	-	-	-	-	555,000	555,000
Nantz Road Connector Greenway	Fund Bal	-	-	-	-	-	500,000	500,000
Spray Park	Debt	-	-	-	-	-	500,000	500,000
Jetton Neighborhood Park Major Renovations	Fund Bal	-	-	-	-	-	450,000	450,000
Police Substation	Fund Bal	-	-	-	-	-	300,000	300,000
Stream Restoration Project- Upper McDowell Creek	Debt	-	-	-	-	-	284,750	284,750
TOTAL NON BOND PROJECTS		5,175,000	7,340,057	7,970,000	4,375,000	2,660,000	68,136,000	95,656,057

	FY 2017 ACTUAL	FY 2018 EYE	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Beginning Fund Balance	18,073,909	17,181,392	17,994,149	17,894,135	17,488,367	16,554,426	14,676,951
Revenues:							
Property tax	13,416,474	13,573,958	13,772,622	15,506,239	15,810,895	16,121,643	16,438,606
Sales tax	3,237,518	3,620,468	3,692,877	3,803,663	3,917,773	4,035,306	4,156,366
Franchise tax	1,790,002	1,736,306	1,736,302	1,784,918	1,834,896	1,886,273	1,939,089
Powell Bill allocation	751,187	762,256	769,879	769,879	769,879	769,879	769,879
All others	3,434,651	3,399,584	3,224,733	2,717,504	2,628,667	2,668,097	2,708,118
Total Revenues	22,629,832	23,092,572	23,196,413	24,582,204	24,962,109	25,481,198	26,012,058
Expenditures:							
Personnel	7,193,011	7,728,727	8,088,316	8,411,849	8,748,323	9,098,255	9,462,186
Operating	8,500,850	8,676,376	8,569,690	8,912,478	9,268,977	9,639,736	10,025,325
Art Center (land, operating)	-	245,000	388,000	299,640	308,629	317,888	327,425
Debt service	4,773,616	2,239,607	2,132,324	1,270,803	1,205,456	1,003,125	979,717
Capital (prev & Pub W)	-	-	900,000	300,000	1,100,000	200,000	800,000
Capital fund balance	3,039,441	3,015,455	2,525,240	1,925,000	535,000	1,945,000	1,460,000
New debt svc	-	-	722,857	3,868,202	4,729,667	5,154,669	5,723,445
Transfers	6,735	400,000	-	-	-	-	-
Use of Cap Reserve	8,696	(25,350)	(30,000)	-	-	-	-
Total Expenditures	23,522,349	22,279,815	23,296,427	24,987,971	25,896,051	27,358,674	28,778,098
Net	(892,517)	812,757	(100,014)	(405,767)	(933,942)	(1,877,475)	(2,766,040)
Ending Fund Bal	17,181,392	17,994,149	17,894,135	17,488,367	16,554,426	14,676,951	11,910,911
Capital Reserve	-	-	-	-	-	-	-
Total Balances	17,181,392	17,994,149	17,894,135	17,488,367	16,554,426	14,676,951	11,910,911
End Bal as % of Exps	73%	81%	77%	70%	64%	54%	41%
Tax Assumptions:							
Value	5,235,561,500	5,370,063,074	5,477,464,336	5,587,013,623	6,838,504,674	6,975,274,768	7,114,780,263
% increase growth	2.569%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
% Change reval	0%	0%	0%	20%	0%	0%	0%
New Value	5,370,063,074	5,477,464,336	5,587,013,623	6,838,504,674	6,975,274,768	7,114,780,263	7,257,075,868
Collection rate	97.8%	97.8%	99.0%	99.0%	99.0%	99.0%	99.0%
Rate	0.255	0.255	0.255	0.225	0.225	0.225	0.225
Tax produced	13,392,400	13,660,248	14,104,416	15,232,769	15,537,425	15,848,173	16,165,136
Revenue assumptions:							
Sales tax				3.0%	3.0%	3.0%	3.0%
Franchise tax				2.8%	2.8%	2.8%	2.8%
Powell Bill				0.0%	0.0%	0.0%	0.0%
Other				1.5%	1.5%	1.5%	1.5%
Expense assumptions:							
Personnel				4.00%	4.00%	4.00%	4.00%
Operating				4.00%	4.00%	4.00%	4.00%
Debt issuance variable:							
Beginning Debt O/S	16,370,722	12,436,983	14,123,658	21,709,684	41,419,964	43,755,047	51,993,136
Principal retired	(4,345,739)	(997,240)	(1,266,645)	(1,042,403)	(1,004,105)	(827,767)	(979,717)
Principal issued	412,000	2,911,179	9,284,000	23,099,208	6,335,000	12,260,000	400,000
Princ on new debt	-	(227,264)	(431,329)	(2,346,526)	(2,995,811)	(3,194,145)	(3,672,311)
Ending Debt O/S	12,436,983	14,123,658	21,709,684	41,419,964	43,755,047	51,993,136	47,741,108

FY 2019 Budget – Summary

- ❖ Recommended Tax Rate: 25.5 cents
 - ❖ Keeps 1.5 cents dedicated to transportation capital reserve (~\$784,240 in FY 19)
 - ❖ As of FY 19 total collected will be \$2,325,715

- ❖ Total General Fund Budget: \$23,354,557

- ❖ Fund Balance (\$130,014)
 - ❖ \$326,476 General Fund
 - ❖ (\$214,369) Tourism
 - ❖ (\$242,121) Powell Bill (Bi-annual resurfacing program)
 - ❖ (\$130,014) Use of Fund Balance

Calendar

- ❖ Public Hearing– May 21, 2018
- ❖ Adopt Budget & Set Tax Rate–June 4th or June 18th

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director


Action Requested:

There is one item on this amendment. With this amendment, the FY 2018 PARC revenue budget will increase by \$26,800 due to increased fees and the addition of 40 more participants to the previously approved summer day camp expansion. This revenue will offset the FY 2018 personnel and operating expenditures generated from this expansion in the amount of \$26,800. Therefore, there is no impact to fund balance.

Manager's Recommendation:

Approve an Ordinance to amend the FY18 operating budget.

ATTACHMENTS:

Name:	Description:	Type:
 Amend_#5_FY18.pdf	FY2018 Operating Budget Amendment	Cover Memo

TOWN OF CORNELIUS
AN ORDINANCE AMENDING
THE OPERATING BUDGET FOR
FISCAL YEAR 2017-2018

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
COMMISSIONERS OF THE TOWN OF CORNELIUS:**

SECTION 1. The following amounts are hereby authorized for all appropriations, expenditures and inter-fund transfers necessary for the administration and operation of the Town of Cornelius for the fiscal year beginning July 1, 2017 and ending June 30, 2018 in accordance with the following schedule of accounts heretofore established for this Town:

SCHEDULE A: GENERAL FUND

	Original Budget	Previous Amendment 2/5/2018	This Amendment 5/7/2018	Change
General Fund Revenues				
Ad Valorem Taxes	\$ 13,861,065	13,861,065	13,861,065	-
Local Option Sales Tax	3,255,013	3,255,013	3,255,013	-
Utility Franchise Tax	1,887,936	1,887,936	1,887,936	-
Powell Bill Allocation	761,210	761,210	761,210	-
Other Taxes and Licenses	582,390	582,390	582,390	-
Unrestricted Intergovernmental	1,118,506	1,118,506	1,118,506	-
Restricted Intergovernmental	605,500	725,830	725,830	-
Permits and Fees	733,700	801,400	828,200	26,800
Sales and Services	190,000	190,000	190,000	-
Investment earnings	62,162	62,162	62,162	-
Donations	20,000	63,533	63,533	-
Micellaneous	18,300	19,198	19,198	-
Debt Issued	930,000	930,000	930,000	-
Appropriated Fund Balance	(126,368)	1,160,732	1,160,732	-
Total General Fund Revenues	\$23,899,414	\$25,418,975	\$25,445,775	\$26,800
General Fund Expenditures				
Governing Board	\$ 77,391	77,391	77,391	-
General Government	1,502,976	1,502,976	1,502,976	-
General Services	373,662	373,662	373,662	-
Police	6,037,115	6,361,158	6,361,158	-
Communications	594,994	594,994	594,994	-
Fire Operations	2,201,639	2,541,459	2,541,459	-
Animal Control	177,630	177,630	177,630	-
Public Works	2,261,161	2,261,161	2,261,161	-
Powell Bill	519,000	519,000	519,000	-
Solid Waste/Recycling	2,011,782	2,011,782	2,011,782	-
Stormwater	250,000	250,000	250,000	-
Planning / Land Development	659,595	727,295	727,295	-
Tourism	481,650	481,650	481,650	-
Art Center	526,326	692,326	692,326	-
Parks, Arts, Recreation, and Culture	3,185,601	3,407,599	3,434,399	26,800
Transfer to Capital Project Funds/ 911 Fund	776,475	1,176,475	1,176,475	-
Debt Service	2,262,417	2,262,417	2,262,417	-
Total General Fund Expenditures	\$23,899,414	\$25,418,975	\$25,445,775	\$26,800

SCHEDULE B: ELECTRIC FUND

Electric Fund Revenues

	Original Budget	Previous Amendment 2/5/2018	This Amendment 5/7/2018	Change
Sales and Services	\$ 6,627,801	6,627,801	6,627,801	-
Fund Balance	449,656	449,656	449,656	-
Miscellaneous	10,000	10,782	10,782	-
Total Electric Fund Revenues	\$ 7,087,457	\$ 7,088,239	\$ 7,088,239	\$ -

Electric Fund Expenditures

Electric Department	\$7,087,457	\$7,088,239	\$7,088,239	-
Total Electric Fund Expenditures	\$ 7,087,457	\$ 7,088,239	\$ 7,088,239	\$ -

SCHEDULE C: 911 FUND

911 Fund Revenues:

911 Fee Revenue	\$196,479	196,479	196,479	-
Fund Interest Earnings	\$1,579	1,579	1,579	-
911 Appropriated Fund Balance	\$0	-	-	-
Total 911 Fund Revenues	\$ 198,058	\$ 198,058	\$ 198,058	\$ -

911 Fund Expenditures:

911 Department	\$198,058	198,058	198,058	-
Total 911 Fund Expenditures	\$ 198,058	\$ 198,058	\$ 198,058	\$ -

SECTION 2. An ad valorem tax rate of \$.255 per \$100 of assessed valuation is hereby established as the official tax rate for the Town of Cornelius for the fiscal year 2017-18. This rate is based on an estimated valuation of \$4,996,487,708 and an estimated 98.5% percent collection rate, which is at least the collection rate expected during the 2016-17 fiscal year.

SECTION 3. In accordance with G.S. §159-9 and G.S. §159-15, the Town Manager shall serve as the budget officer and is hereby authorized to reallocate appropriations among the objects of expenditure under the following conditions:

- a. The Town Manager may transfer amounts between line-item expenditures even among departments as believed to be necessary and prudent.
- b. He may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

Adopted this the 7th day of May, 2018.

Woody T. Washam Jr., Mayor

SEAL

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Karen Wolter, Town Attorney

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

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

Action Requested:

Augusta Lee Capital Partners, LLC have requested the NCDOT to abandon Jim Cooke Road(SR 2146). Currently, the .5 mile road only abuts Augusta Lee property, except at the very end, where it abuts Grace Covenant Church.

All property owners that abut the road have agreed to the closure. The applicant has noted issues with people dumping garbage and parking along the roadway. The applicant would like to have the road be private and be able to control access.





Currently, Grace Covenant utilizes the road for a minor rear access. Closing the road will have no major impact on the Church daily operations or traffic flow, as originally planned.

NCDOT requires a resolution of support from the Town in order to consider the road closure.

Manager's Recommendation:

Approve Resolution to abandon Jim Cooke Road (SR 2146).

ATTACHMENTS:

Name:	Description:	Type:
 Abandonment_Request_Letter.pdf	Applicant Letter of Request	Backup Material
 Abandonment_Petition_to_NCDOT.pdf	NCDOT Petition	Backup Material
 RESOLUTION_OF_THE_TOWN_OF_CORNELIUS_BOARD_Jim_Cooke_Road_Closure.docx	Resolution	Backup Material
 Jim_Cook_Road.jpg	Exhibit A - Map	Backup Material

AUGUSTA LEE CAPITAL PARTNERS, LLC

April 4, 2018

Wayne Herron, AICP
Director of Planning
City of Cornelius, NC

RE: Jim Cooke Road (Convert from State to Private)

Dear Mr. Herron:

We are requesting to convert Jim Cooke Road (SR 2146) to a private road. We have the SR3 form completed and are now requesting the abandoning of Jim Cooke Road. The length we request to abandon is 0.50 miles (the complete roadway).

Should you have questions or need anything additional, please contact David Greco at: david.greco@acninc.com or by phone at: 704-260-3394.

We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Stevanovski', with a stylized flourish at the end.

Robert Stevanovski

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of Mecklenburg

Petition request for the abandonment of Secondary Road Jim Cooke Road from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road Jim Cook Road
in Mecklenburg County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

<u>Augusta Lee Capital Partners, LLC</u>	<u>349-L Copperfield Blvd.</u>
	<u>#3916, Concord, NC 28025</u>

Signer: Pasacor, LLC; its Manager

X [Signature]

By: Robert Stevanovski, its Manager

Grace Covenant Church

Signer Farrell Lemings Lead Pastor

[Signature]

17301 Statesville Road
Cornelius, NC 28031

**RESOLUTION OF THE TOWN OF CORNELIUS BOARD OF
COMMISSIONERS REQUESTING THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION TO ABANDON JIM COOKE ROAD (SR 2146)**

WHEREAS, the North Carolina Department of Transportation has heretofore received a petition from Augusta Lee Capital Partners, LLC, property owners on SR 2146, to abandon the entire .5 mile road in the Town of Cornelius; and

WHEREAS, the North Carolina Department of Transportation has indicated a willingness to consider the abandonment of said portion of SR 2146 and this Board would like to request that the Department of Transportation positively consider the request of these citizens for such abandonment.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Cornelius Board of Commissioners as follows:

1. That pursuant to NCGS 136-63 the North Carolina Department of Transportation be requested to abandon SR 2146 as indicated on the map attached to this resolution and as requested by the property owners of land adjacent and abutting said roadway.
2. That this resolution shall be effective upon its adoption.

Adopted this 7th day of May, 2018.

Woody T. Washam, Jr., Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Attachment A



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Andrew Grant, Asst. Town Manager



Action Requested:

The Town applied for and has been awarded a grant from the NC Dept. of Environmental Quality for a stream restoration project that includes restoring the stream underneath the existing Willow Pond and rehabilitating the existing stream reaches above and below the pond. The grant funds total \$200,000, and the Town has a local match of \$200,000 toward the grant. This project is part of the approximately 1 mile of stream restoration along McDowell Creek, in addition to the Smithville Park to JV Washam Elementary Greenway and Westmoreland Rd. Multi-Use Path & Westmoreland Bridge crossing.

Manager's Recommendation:

Approve the NC Dept. of Environmental Quality Grant Agreement and authorize the Town Manager and Attorney to finalize the terms of the agreement.

ATTACHMENTS:

Name:	Description:	Type:
 DOC050418-05042018145129.pdf	Agreement	Backup Material
 willow-pond_5.7.18.pptx	Stream Restoration	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***1209

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **12th day of February, 2018**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF CORNELIUS** (the "Grantee").

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 1 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **February 12, 2018** to **February 11, 2020**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
 - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - g. Obtain written approval from the Department's Contract Administrator (see § 13 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
 - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
6. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
7. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$200,000.00	1604	536990	4V12

Grantee Matching Information:

- ☐ a. There are no matching requirements from the Grantee.
- ☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

☒ c. The Grantee's matching requirement is **\$200,000.00**, which shall consist of:

	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$200,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

☐ d. The Grantee is committing to an additional **\$0** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$400,000.00**.

8. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

9. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

10. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

11. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

12. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

13. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Andrew Grant Assistant Town Manager Town of Cornelius 21445 Catawba Avenue Cornelius NC 28031 Telephone: (704) 892-6031 Email: agrant@cornelius.org	Amin Davis, PWS, PWD Manager, Water Resources Development Grant North Carolina Department of Environmental Quality, Division of Water Resources 1611 Mail Service Center Raleigh NC 27699-1611 Telephone: (919) 707-9132 Email: amin.davis@ncdenr.gov

- 14. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 15. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 16. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 17. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

18. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
19. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
20. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
21. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement in two (2) originals, one (1) to be retained by the Grantee and one (1) to be retained by the Department, the day and year first above written.

TOWN OF CORNELIUS

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

N.C. Division of Water Resources

Water Resources Development Grant Program – Fall 2017 Guidelines

Administered by: Division of Water Resources (DWR), N.C. Department of Environmental Quality (NCDEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Phone: (919) 707-9000

Authority: NCDEQ (the department) is authorized to provide grants to local governments for stream restoration projects under the Natural Resources Conservation Service's Environmental Quality Incentives Program (NRCS-EQIP) by General Statutes 143-215.70-.73 and Session Law 2017-57. These statutes can be viewed on the web at the following web addresses:

<http://www.ncleg.net/gascripts/Statutes/StatutesTOC.pl?Chapter=0143>

<http://www.ncleg.net/enactedlegislation/sessionlaws/pdf/2017-2018/sl2017-57.pdf>

Who is Eligible: Units of local government and local political subdivisions.

Application Deadlines: Applications are received throughout the year for two standard grant cycles. The fall 2017 grant cycle began July 1 and will end Dec. 31. The spring 2018 grant cycle will begin Jan. 1 and will end June 30.

Eligible Purposes and Cost-Share Percentages: The types of projects listed below are eligible for state cost-sharing by the department. The General Assembly placed a 50% matching limit on Water Resources Development Project Grants during their 2011 session. This limit will remain in place until rescinded by the General Assembly. Navigation and NRCS-EQIP stream restoration projects may be funded at a different percentage depending on the funding source. **Grants may be made for the nonfederal share of water resources development projects for the following purposes:**

- **Stream Restoration**
- **Water Management**
- **Water-based Recreation Sites**
- **General Navigation**
- **Recreational Navigation**
- **Feasibility or Engineering Study**
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
 - See *NRCS EQIP Grant Guidelines* document on grant's website below for details

Projects planned and constructed by a federal agency with a local cost-share and projects without federal assistance are both eligible for state financial assistance. However, the applicant must be a unit of local government. Non-eligible purposes include compensatory mitigation and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR Part 332). However, compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Projects associated with meeting an existing permit requirement (i.e., Phase I and Phase II Stormwater) and small watershed projects of the Natural Resources Conservation Service (reviewed by the N.C. Soil and Water Conservation Commission) are also not eligible for funding.

Application Submittal

An application for Water Resources Development Project Grant funding should include the five items listed below to be considered complete. All required forms and grant information can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website frequently for updates.

I. Application Spreadsheet (MS Excel) - All applications should include the appropriate project information in the designated sheets including contacts, general information, narrative, stream treatment amounts, benefits and budget. Detailed instructions about how to complete this application are provided on the Instructions sheet of this application.

The local sponsor should prepare a brief narrative about the project that begins with a statement outlining the overall project scope (what's being proposed), followed by the project justification (why it's being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the observed stream impairments, along with minimum and maximum proposed buffer widths shall be provided. Additional supplementary documentation (i.e., reports, photos, letters of support) can be provided as separate attachments (see Item V below).

DWR has begun transitioning the application process to a streamlined web-based format which we anticipate being ready for implementation in early 2018. Please check our [website](#) regularly for updates.

II. Project Plan and Location Maps – A minimum of two scaled maps is required. The first map shall include the project footprint delineated on a USGS topographic quadrangle map or overlain on recent aerial photography. This map shall be at a small scale (zoomed out) to show the project area within the context of a watershed, county or region. The second map shall be a conceptual plan that describes the location of project elements listed in the project narrative. This map shall be larger scale (zoomed in) to show greater detail within the immediate project area.

III. Official Resolution - The local sponsor shall include a resolution adopted by the governing board stating the amount of state aid requested and accepting the applicant's responsibilities. A representative of the Project Sponsor with signatory authority shall sign this resolution. The following responsibilities shall be included:

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.
6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

IV. No Conflict of Interest Certification – Applicants must provide certification that the applicant, applicant's subordinates and any person or persons designated to act on behalf of the applicant do not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification.

V. Supplementary Documentation – Additional supplementary documentation (reports, photos, etc.) is not required but can be provided as separate attachments via email as part of the application submittal.

Note: Any changes to the project budget and/or project scope will require the written approval of NC DWR and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget will not be eligible for cost-share funding or reimbursement.

Grant Application Review and Approval

The following criteria will be used to approve, approve in part, or disapprove grant applications.

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

Applicant Obligation – Environmental Permitting

All proposed projects are subject to environmental review and permitting under applicable federal and state laws. It is the applicant's responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements associated with project implementation.

Pre-Application Site Visit

As part of the application review process, a pre-application site visit will be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist the Department in determining if the project meets the applicable review criteria listed in GS §143-215.72.

The primary objectives of this site visit are: 1.) for the DWR Grant Administrator (or designee) to address any questions or concerns the project team may have about this grant program; 2) for the project team to share with the DWR Grant Administrator (or designee) information about the conceptual restoration plans associated with a proposed project, and 3.) for the DWR Grant Administrator (or designee) to photo-document the project area.

Review Decisions

Review decisions and notifications for applications received during the spring application cycle are generally made in October. Review decisions and award notifications for applications received during the fall application cycle are generally made in April of the next calendar year. However, unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

Projects Not Awarded Funding

Applicants who are not awarded funding within one calendar year from the end date of the grant cycle in which their application was originally submitted must complete and submit a new application to DWR if they wish to re-apply. The spring grant cycle ends on July 1 and the fall cycle ends on Jan. 1 each year.

Post Grant Funding Award

Acceptance of a grant award will require the applicant to enter in to a grant contract with the NCDEQ. Any changes to the scope of the project or project budget after submission of a grant application will require the written approval of the NCDEQ and may also require a DEQ contract amendment. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

Grant awards are valid for two years. The grant contract length will be two years from the date of the NCDEQ executed contract. Grant recipients can submit an extension request for one additional year beyond the grant expiration date if progress toward project completion can be sufficiently documented. An extension request shall be submitted by the project sponsor or primary contact via mail (cover letter on official agency letterhead) or email, and shall briefly document the following items:

1. Justification for the extension request
2. Summary of the current project status
3. Anticipated project schedule moving forward

The reimbursement request and supporting documentation should be submitted electronically to amin.davis@ncdenr.gov, or mailed to:

N.C. Division of Water Resources
Attn: Amin Davis
1611 Mail Service Center Raleigh, N.C., 27699-1611

Disbursement of grant funds will be on a reimbursement basis. Any expenditures incurred associated with the project's budget after the start date of the contract are eligible for reimbursement. Grantees can request 50%* of project expenditures through project completion, up to the full amount of the award. Ten percent of the grant award will be retained until a DWR close-out site visit has been completed and the project implementation has been approved by DWR. A reimbursement request can be submitted no more frequently than monthly. *Attachment 1* is provided below as an example. For additional information, please see the *Reimbursement Directions* document on our [website](#).

* % for Navigation and NRCS-EQIP projects may vary depending on funding source

Reimbursement requests shall include:

1. A list of actual cost (expenses) by the approved budget categories
2. Total amount spent on the project to date and the amount of the reimbursement request
3. **Copies of invoices or other documentation for materials, services and other project costs**
4. The request should be signed and dated by the project officer

The reimbursement request and supporting documentation should be submitted electronically to darren.england@ncdenr.gov, or mailed to:

N.C. Division of Water Resources
Attn: Darren England
1611 Mail Service Center, Raleigh, NC. 27699-1611

Grant Payments

The department will normally pay the grantee by check or electronically within 30 days of receipt of the statement of expenses, provided the expenses are in accordance with the project information shown in the initial request or as amended.

If the grantee decides that significant changes to a project are necessary, the grantee must send a request in writing to DWR and receive approval of those changes from the DWR. Unapproved changes will not be eligible for state cost-sharing.

Grant funds will be available for use by the grant recipient for two years from the grant contract execution date. The contract may be extended for up to one year if the grantee requests such an extension in writing, and the DWR approves this request in writing.

Project Close-Out

The grantee shall notify DWR upon project completion and provide DWR with a scaled version of the most recent set of permit, as-built/record, or construction drawings electronically in an Adobe PDF format prior to the close-out site visit. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format.

The DWR Grant Administrator will schedule an inspection of the completed project with a representative of the grantee. However, DWR may substitute its personnel with that of other state or federal agencies that are located closer to the project to minimize the state's costs. This close-out inspection will verify that construction was done in accordance with the information provided in the grant application, along with the approved plans and specifications.

The grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR project acceptance. After the project is inspected and accepted, DWR will review the accounting statements and request the department to reimburse the grantee for the remaining 10% of the department's share of the non-federal cost.

Attachment 1 – Grant Reimbursement Example for 50/50 Match

Project Cost: \$100,000

Federal Cost Share: \$50,000

Non-Federal Cost Share: \$25,000

DWR Grant Award: \$25,000

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$200.00	\$4,800.00	\$2,000.00		

Total Expenditure	\$7,000.00
50% Reimbursement	\$3,500.00
Payment Amount	\$3,500.00

Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$750.00	\$29,000.00

Total Expenditure	\$30,000.00
50% Reimbursement	\$15,000.00
Payment Amount	\$15,000.00

Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$250.00			\$1,000.00	\$47,000.00

Total Expenditure	\$48,250.00
Remaining DWR Grant Amount	\$6,500.00
10% Withholding	\$2,500.00
Payment Amount	\$4,000.00

Payments	Amount
#1	\$3,500.00
#2	\$15,000.00
#3	\$4,000.00
#4 (Post close-out)	\$2,500.00
Total DWR Payment	\$25,000.00

DWR Water Resources Development Grant Application - Spring 2017 Cycle									
Please enter information into yellow cells in each labeled sheet listed below. Complete <i>In-Kind Budget Notes</i> for any budget item where in-kind amount is listed.									
Contact Information									
Project Information									
Project Narrative									
Treatments									
Benefits & Evaluation Criteria									
In-Kind Budget Notes									
NOTES									
The former grant Application Form in pdf format is no longer required.									
Applicants are strongly encouraged to read the <i>Grant Guidelines</i> document that can be viewed or downloaded from the grant website below prior to competing this application.									
A complete Application Package consists of: 1.) all completed sheets of this Excel file, 2.) scaled conceptual project plan/map, 3.) signed Model Resolution form, & 4.) signed No Conflict of Interest form.									
Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. NRCS forms are required for NRCS-EQIP Stream Restoration Projects.									
Applicant has to be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and management. Project Supporter is any additional organization or individual who officially supports project.									
Some data entry cells have a dropdown list to select a specific category. Hover over cells with a red arrow in the upper right corner to see additional comments.									
A scaled conceptual plan/map is required that should directly reflect the proposed locations of all project elements listed in the project narrative.									
The required <i>Model Resolution</i> and <i>No Conflict of Interest</i> forms can be downloaded from the grant website below.									
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a <i>Project Supporter</i> on the <i>Project Information</i> sheet.									
For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Amin Davis (919-707-9132 / amin.davis@ncdenr.gov).									
https://deg.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance									
When all sheets of this application are complete please save and email this Excel file, along with all supplementary application package elements to: amin.davis@ncdenr.gov .									

[illegible]

Resolution No. 2017 -00856

**RESOLUTION FOR STREAM RESTORATION GRANT FUNDING FROM THE
NC DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES**

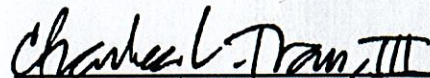
WHEREAS, the Cornelius Town Board of Commissioners desires to sponsor a project to remove Willow Pond and restore the resulting stream to create a natural channel and riparian corridor. The project will provide aquatic habitat in a biologically impaired watershed and remove an aging dam and create a free flowing natural stream in its place.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board of Commissioners requests the state of North Carolina to provide financial assistance to the Town of Cornelius for the Willow Pond Stream Restoration Project in the amount of \$200,000 or 50 percent of project construction cost, whichever is the lesser amount;
- 2) The Board of Commissioners assumes full obligation for payment of the balance of project costs;
- 3) The Board of Commissioners will obtain all necessary State and Federal permits;
- 4) The Board of Commissioners will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board of Commissioners will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board of Commissioners will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Board of Commissioners will assure that the project is open for use by the public on an equal basis with no restrictions;
- 8) The Board of Commissioners will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Board of Commissioners accepts responsibility for the operation and maintenance of the completed project.

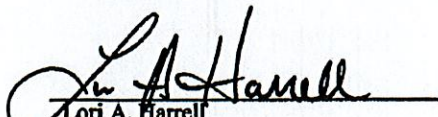
Adopted this 19th day of June, 2017.

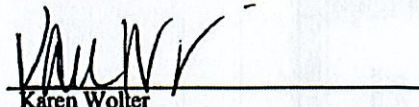
SEAL


Charles L. Travis, III
Mayor

ATTESTED:

APPROVED AS TO FORM:


Lori A. Harrell
Town Clerk


Karen Wolter
Town Attorney

Provided by Administrator	Project Name. Please include name of nearest waterbody in Project Name for stream restoration projects. For Phased projects, please include Phase ID at the end of the Project Name. Example: Big Creek Stream Restoration-Phase II.	Select from the choices below using pull-down arrow.	Amount requested from DWR	Most recent date this application was completed or revised (mm/dd/yr)
WRDPG_Prj_ID	WRDG_Name	Eligible_Purpose	Amount Requested	Application_Date
89	Upper McDowell Creek Dam Removal and Stream Restoration Project	Stream Restoration	\$200,000.00	06/16/17
		EP_Short	Typical Projects, But Not Limited To...	
		General Navigation	Dredging, navigation hazard removal	
		Recreational Navigation	Dredging, navigation hazard removal	
		Water Management	Stormwater control measures (BMPs), living shorelines, drainage, flood control	
		Stream Restoration	Stream restoration, stream stabilization, dam&aquatic barrier removals	
		Water-Based Recreation	Trails, greenways, structures including land acquisition & development	
		Feasibility/Engineering Study	Dam Removal, Hydrologic Study, Water Management Plan, Watershed Improvement Plan	
		NRCS EQIP Stream Restoration	Western Stream Initiative	

100

Provided by Administrator		Numbers in () represent maximum score for each criteria. A maximum of 25 additional points will be added by Program Administrator based on Benefits to State Owned Properties, Financial Resources & Regional Benefits			
WRDPG_Pj_ID		Economic Benefits (10)	Social Benefits (10)	Environmental Benefits (35)	Environmental Impacts (20)
89		<p>The stream restoration project will lead to a reduction in future maintenance costs to the taxpayers of Cornelius and Mecklenburg County. The joint stream restoration and greenway project will drive an increase in local job creation for all aspects of the project (engineering, property acquisition, construction). Potentially combining the engineering and construction of both projects will create an economies of scale reducing overall costs for both projects. Pending businesses that are opening in the near future in Cornelius have already indicated that they are excited about locating along or near greenway trails; this includes Circle K, Olde Mecklenburg Brewery, and Boatyard Eats (which will be located near this project's greenway and stream restoration). Adding the element of stream restoration to this greenway will bring even more users, as it will help drive eco-tourism, as greenway users will desire to experience and learn more about the stream restoration and the tremendous water quality benefits that it brings, in particular, the benefits to the County's drinking water supply.</p> <p>Elizabeth McMillan, Director of Development at Crescent Communities, said that the project was able to achieve a 15% rent premium because of its accessibility to the Little Sugar Creek Greenway and associated amenities like the Metropolitan. The greenway runs along Little Sugar Creek. (Source: Charlotte Business Journal)</p> <p>Greenville County Recreation estimates that the Swamp Rabbit Trail's (Travelers Rest, SC) economic impact on the county is \$7M per year. (Source: The Greenville News)</p> <p>Parks, trails and playgrounds are among the Top 5 most important community amenities (Source: National Association of Realtors and National Association of Home Builders)</p> <p>The average increase in home sales price is \$8,032 if within 500 feet of a park in Mecklenburg County (Source: Economic Benefits of the Park and Recreation System of Mecklenburg County, Trust for Public Land)</p>	<p>The stream restoration improves the social aspects of the greenway project, in that it will drive an interest in ecology, water quality, and education. The same is true in reverse, as the greenway project improves the social aspects of the stream restoration, in that more users will experience the restored stream and learn about benefits to water quality and increase their education on such matters. The users will experience an increase in health benefits, and, thus, the community will reap benefits at-large. For every \$1 spent on trails, there is almost \$3 in savings in direct medical costs (Source: Health promotion Practice, A Cost-Benefit Analysis of Physical Activity Using Bike/Pedestrian Trails). The development of Ludlam Trail will save the community between \$1.68M and \$2.25M annually in direct medical costs related to lack of physical exercise (Source: Trail Benefits Study: Ludlam Trail Case Study). An NC State University study conducted to gauge potential use of a trail in Cary, NC, found that 72% of respondents indicated it was likely the trail would provide a place for them to exercise, and 57% said they likely would exercise more if the trail were created. In southeastern Missouri, 55% of trail users are exercising more now than before they had access to a trail (Source: Bootheel and Ozark Health Projects survey).</p> <p>Near the northern end of the joint project is a Town park, Smithville Park. Near the southern end is J.V. Washam Elementary School. The greenway will connect the two, thus providing for great ecological educational benefits and opportunities for elementary age children and the general public.</p> <p>Regarding significant cultural heritage areas, the greenway will connect to sidewalks that lead to Cornelius Town Center, which is the heart of the Town's rich cotton industry past from the late 1800s and early 1900s, including Mecklenburg County's last-standing original cotton gin.</p>	<p>McDowell Creek is currently identified on the 303(d) list for stream biological impairment. The proposed project will create approximately 1750 of new free flowing stream habitat in place of an impoundment. Additionally, the project will restore an additional 250 feet of severely damaged stream. Removal of the dam will allow migration of aquatic species to headwater areas and improve terrestrial habitat connectivity through installation of a continuous riparian buffer.</p>	<p>The project will remove an existing pond habitat. To minimize the disturbance to the aquatic species in the pond it will be drained very slowly and provisions made to transfer individuals to the free flowing section of the stream. The vegetation adjacent to the stream is largely invasive and will be removed as part of the project.</p>
Examples		Discuss Economic Benefits such as: Economic Development, Eco-tourism, Effectiveness Monitoring, Local Job Creation/Retention, Reduced Maintenance Costs. Also discuss any Leveraged Funding Sources if applicable.	Discuss social benefits related to this project such as: Collaborative Partnerships, Community Development & Revitalization, Environmental education/STEM, Improved Physical Fitness/Recreation, Improved Safety, within/connectivity to Significant Cultural Heritage Area.	Discuss environmental benefits of this project such as: Air Quality, Conservation, Drainage & Flooding, Floodplain Reconnection, Aquatic & Terrestrial Habitat, Habitat Reconnection, Invasive Species Removal, Nutrient Reduction, Pollutant Reduction, Riparian Buffer Restoration, Sediment Reduction, Streambank/Shoreline Stabilization, Stormwater Attenuation, Water Conservation/Reuse, Water Temperature Regulation.	Discuss potential environmental impacts of the project and how these impacts will be minimized such as: Aquatic Habitat Disturbance, Land Disturbance, Low-Impact Development, Impervious Surface Addition, Riparian Buffer Disturbance and Vegetation Removal.
Evaluation Scoring		Maximum points for demonstration that all items in the description have been addressed and will benefit from the project. Project implements an existing development plan-2 points	Maximum points for demonstration that all items in the description will be initiated or improved by this project	Maximum points for demonstration proposed project will address a documented environmental problem or protect a valuable resource area (see weblinks below). Examples include: Headwater area, 303(d) listed or Impaired Waterbody/Parameter, DWR Nutrient Management Strategy or Water Supply Watershed, existing Water Resource Prioritization/ Protection/ Restoration Plan, within same 12-digit HUC of previous watershed improvement project.	Maximum points for demonstration that all items in the description have been minimized or otherwise addressed and that the project will result in minimal environmental impacts in the project area or adjacent areas. Maximum points also for multiple low-impact development elements.
	Eco-tourism	Environmental Education STEM	CWMTE Primary Resource Benefits (pp.1-2) SEPA Valuable Resources (15A NCAC 01C.0306)	NC DEQ Impact Guidance (pp.55-58)	

Figure 1: Project Area within the McDowell Creek Watershed

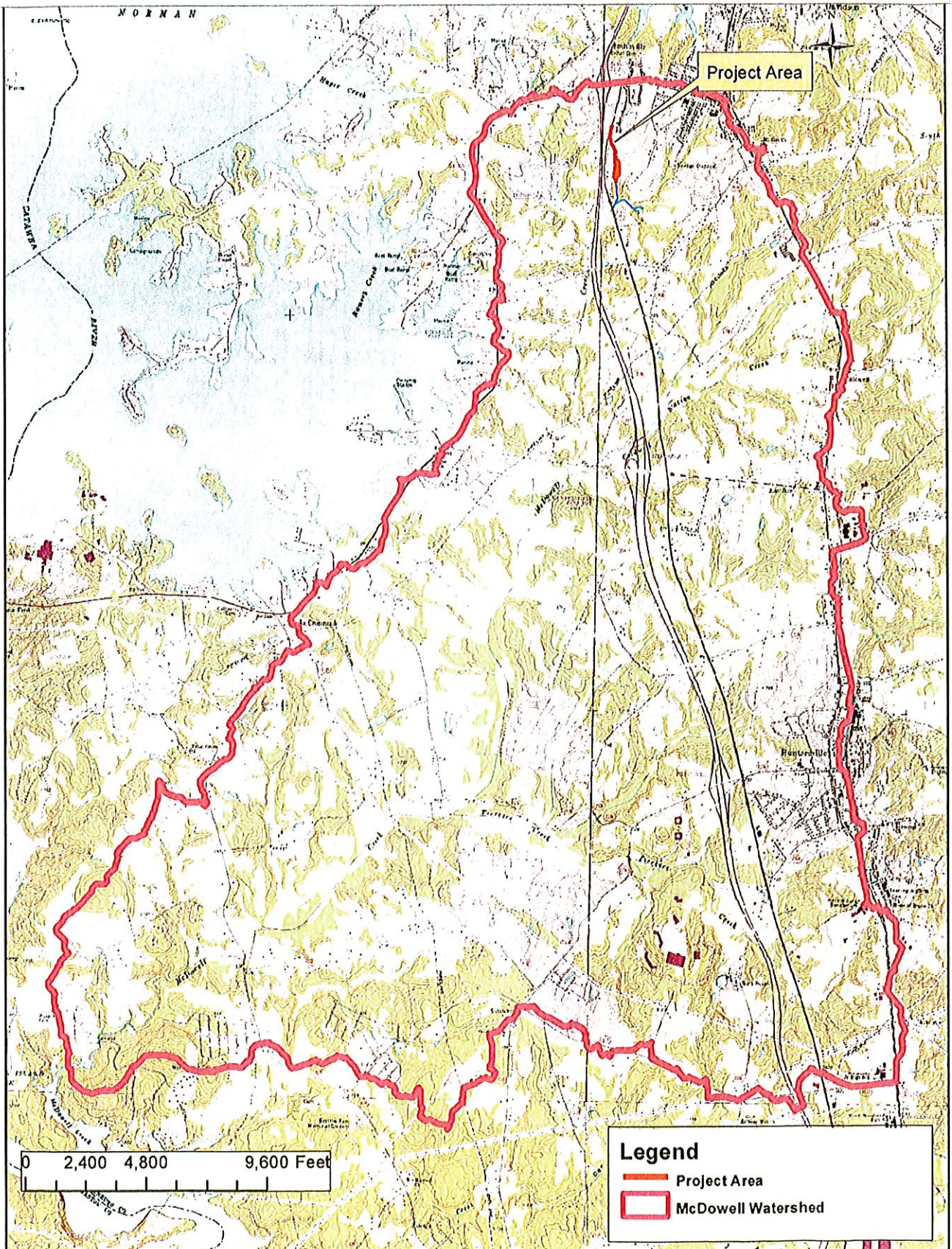
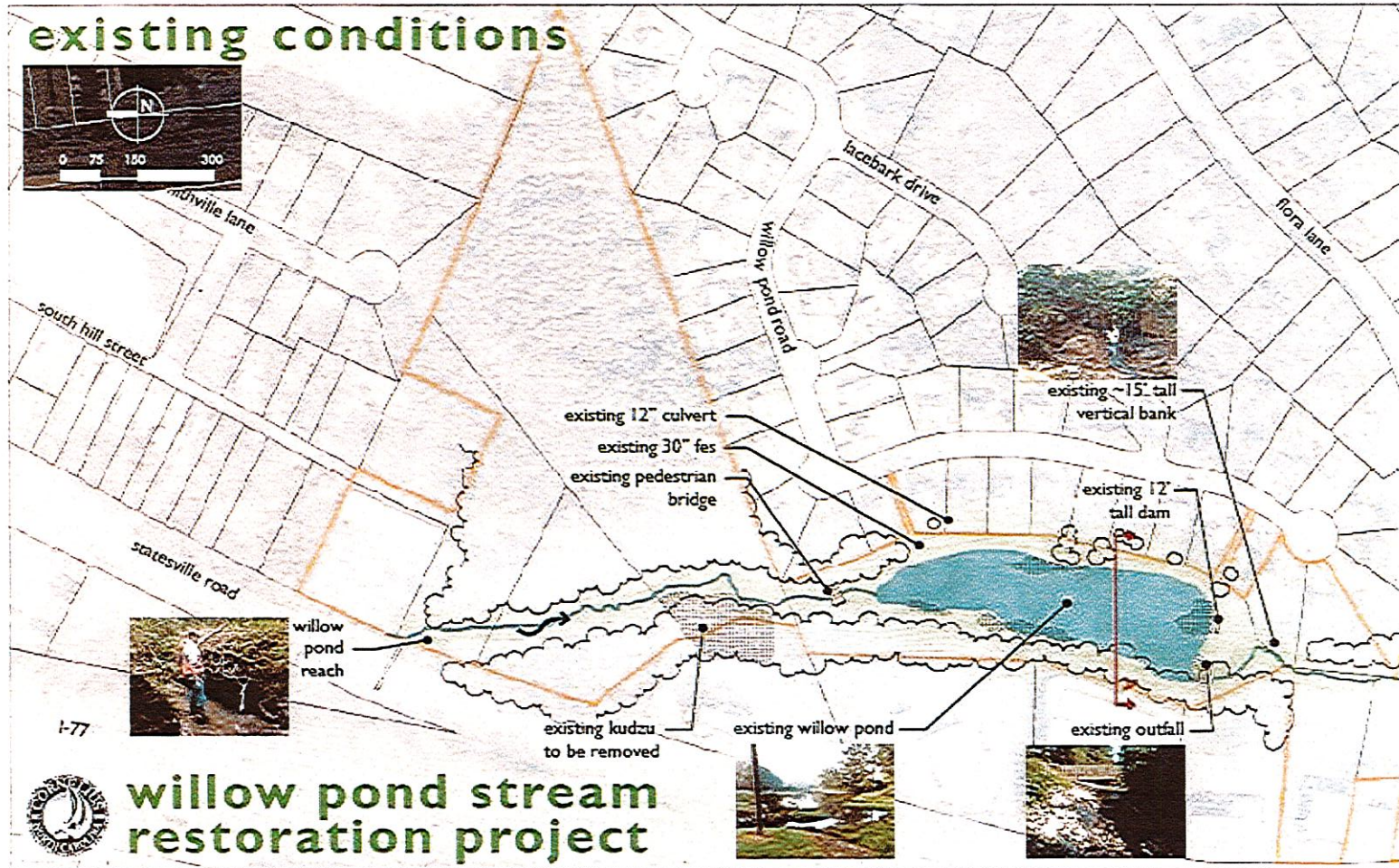
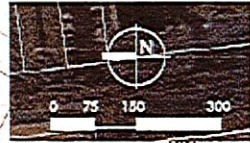


Figure 1: Project Area within the McDowell Creek Watershed



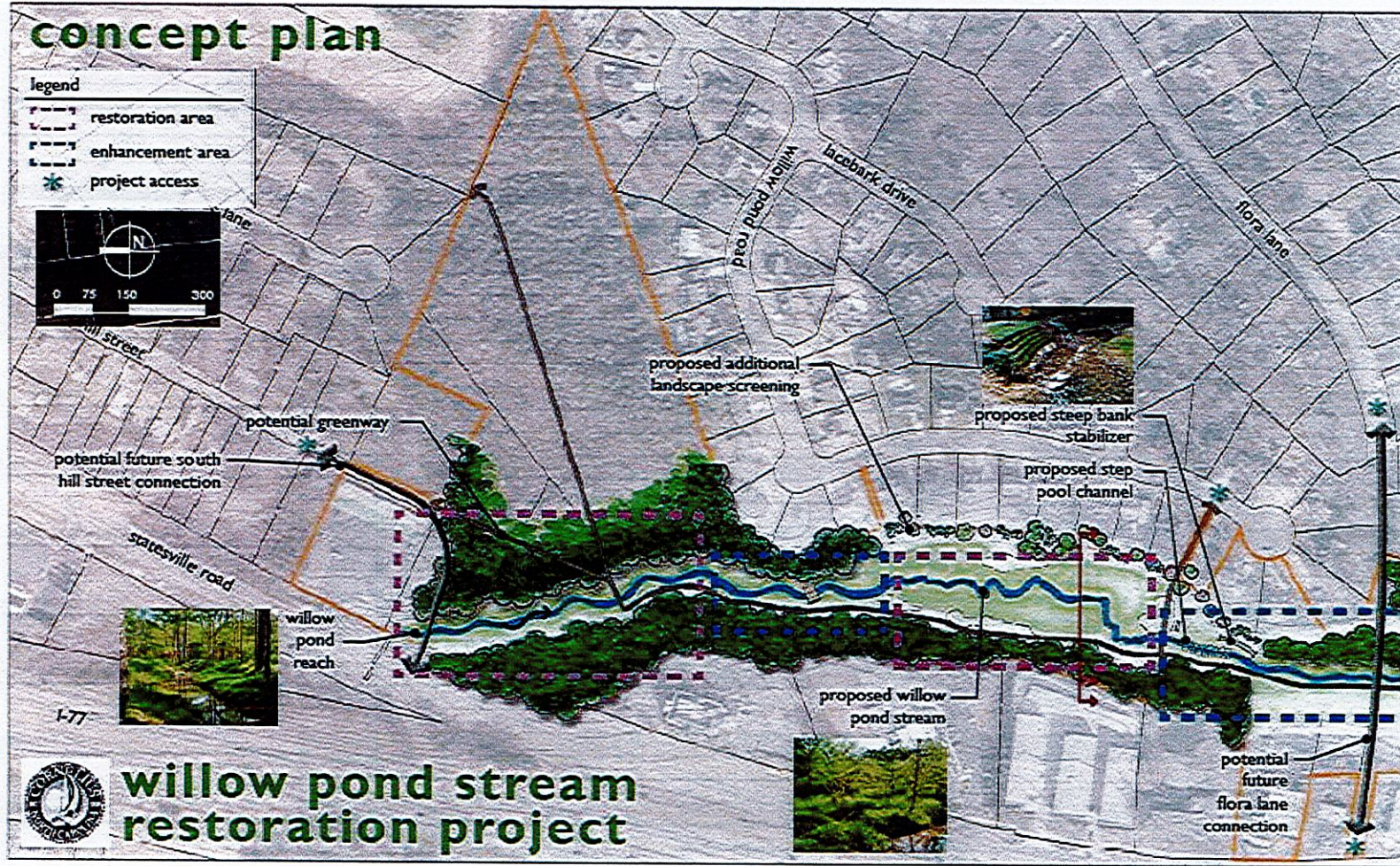
existing conditions



willow pond stream restoration project

concept plan

- legend
- restoration area
 - enhancement area
 - project access



willow pond stream restoration project

Project Name: Upper McDowell Creek Dam Removal and Stream Restoration Project

Date: 06/29/17

		DWR	Local Match	Other Non-Federal Match	Federal Contribution	Local + Other Non-Federal Match Total	Category Total
2.50%	Administration						
	Cash		\$10,000.00			\$10,000.00	\$10,000.00
	In-kind					\$0.00	\$0.00
20.00%	Design						
	Cash	\$50,000.00	\$30,000.00			\$30,000.00	\$80,000.00
	In-kind					\$0.00	\$0.00
0.00%	Permitting						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
3.75%	Survey						
	Cash		\$15,000.00			\$15,000.00	\$15,000.00
	In-kind					\$0.00	\$0.00
5.00%	Construction Oversight						
	Cash		\$20,000.00			\$20,000.00	\$20,000.00
	In-kind					\$0.00	\$0.00
65.00%	Construction						
	Cash	\$150,000.00	\$110,000.00			\$110,000.00	\$260,000.00
	In-kind					\$0.00	\$0.00
0.00%	Construction Materials						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
3.75%	Plant Materials						
	Cash		\$15,000.00			\$15,000.00	\$15,000.00
	In-kind					\$0.00	\$0.00
0.00%	Education						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Monitoring						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
0.00%	Land						
	Cash					\$0.00	\$0.00
	In-kind					\$0.00	\$0.00
	Cash Sub-total	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$400,000.00
	In-kind Sub-total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$400,000.00

DWR Total =	\$200,000.00
DWR Match % =	50.00%

Local + Non-Fed Total =	\$200,000.00
Local + Non-Fed Match % =	50.00%

Non-Federal % =	100.0%
Federal % =	0.0%

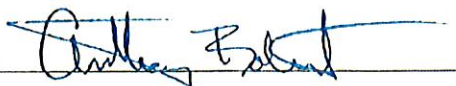
GRANT CONTRACT NO. 7804
ATTACHMENT C

Provided By Administrator	Category	References	In-Kind Description
WRDPG_Prj_ID			
	Administration		
	Design		
	Permitting		
	Survey		
	Construction Oversight		
	Construction	See https://www.independentsector.org/resource/the-value-of-volunteer-time/ to assist with estimating value of volunteer labor.	
	Construction Materials		
	Plant Materials		
	Education	Providing tours, signage, etc.	
	Monitoring	Effectiveness monitoring for water quality, vegetative survival, etc.	
	Land	<p>Land/easements value can be used as a match. This valuation may be based on a current or recent appraisal, or the current property tax valuation assessed by the the County Tax Assessor's Office.</p> <p>Appraisals are required if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO).</p> <p>In-kind credit can only be claimed for land/easements donated for the project, not property currently owned by the local government or with easements currently in place.</p>	

Conflict of Interest Certification

Town of Cornelius hereby certifies that, to the best of its knowledge and belief,
Organization Name
there are no present or currently planned interests (financial, contractual, organizational, or otherwise)
Upper McDowell Creek Dam Removal
relating to the work to be performed as part of the and Stream Restoration project that would create
Project Name
any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees,
contractors, subcontractors, designees or other entities or individuals involved in the
Upper McDowell Creek Dam Removal
and Stream Restoration project (including conflicts of interest for immediate family members:
Project Name
spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and
objective assistance or advice or result in it being given an unfair competitive advantage. In this
certification, the term "potential conflict" means reasonably foreseeable conflicts of interest.

Town of Cornelius further certifies that it has and will continue to exercise due
Organization Name
diligence in identifying and removing or mitigating, to the Department of Environmental Quality's
satisfaction, any such conflict of interest (or apparent conflict of interest).

Signature: 

Title: Town Manager

Date: June 26, 2017

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 – A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

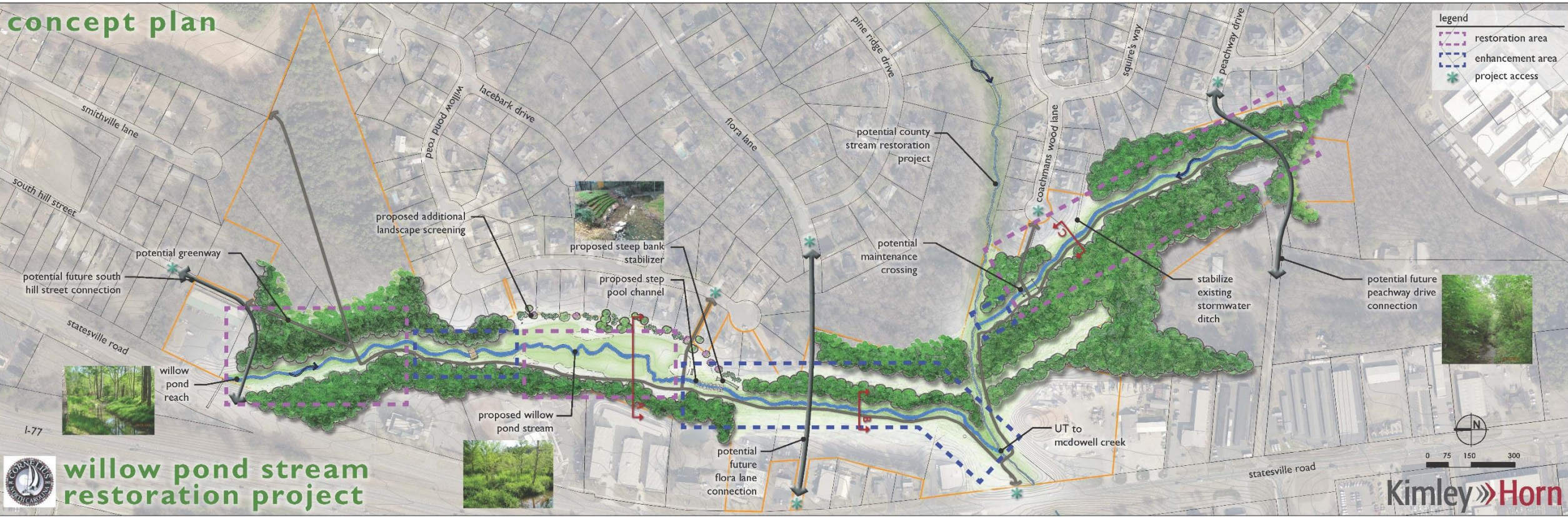






04/25/2013

concept plan



Smithville Park/JV Washam ES Greenway and Westmoreland Road MUP



REQUEST FOR BOARD ACTION

 **Print**

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Andrew Grant, Asst. Town Manager



Action Requested:

In 2014, the Town and Willow Pond HOA entered into an agreement for the transfer of the HOA's pond property (at no cost) to the Town for the purposes of restoring the former stream under the existing pond and to rehabilitate the existing stream upstream and downstream of the existing pond. The Town has obtained a grant for this project and has combined this work with other stream restoration along McDowell Creek, in addition to the Smithville Park to JV Washam Elementary Greenway and Westmoreland Rd. Multi-Use Path & Westmoreland Bridge crossing. The revision to the agreement extends this agreement by five years to allow for sufficient time to design the project and to obtain easements.

Manager's Recommendation:

Approve the first amendment to the Agreement for Donation of Real Estate with Willow Pond HOA and authorize the Town Manager and Attorney to finalize the terms of the agreement.

ATTACHMENTS:

Name:	Description:	Type:
 FIRST_AMENDMENT_TO_AGREEMENT_FOR_DONATION_OF_REAL_ESTATE.5.7.18.final.docx	Agreement	Backup Material
 willow-pond_5.7.18.pptx	Storm Restoration	Backup Material

FIRST AMENDMENT TO AGREEMENT FOR DONATION OF REAL ESTATE

This **FIRST AMENDMENT TO AGREEMENT FOR DONATION OF REAL ESTATE** (the “First Amendment”) is made and entered into as of the ____ day of _____, 2018, by and between **Willow Pond Homeowners Association, Inc.** (the “Donor”) and **Town of Cornelius** (the “Town”).

Background.

- A. Donor and Town are parties to that certain Agreement for Donation of Real Estate dated December 1, 2014 (the “Original Contract”), a copy of which is attached hereto as Exhibit A.
- B. Donor and Town have agreed to extend the outside Closing Date for five years and two months through December 31, 2025.

Accordingly, Donor and Town have agreed to amend the Original Contract as set forth in this First Amendment.

Agreement.

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto covenant and agree to amend the Original Contract as follows:

- 1. **Revised Closing Date.** Donor and Town agree to modify Section 4, closing to change the date “November 1, 2020” to “December 31, 2025”.
- 2. **Unmodified Terms.** Terms and provisions of the Original Contract which are not expressly modified by this First Amendment shall remain in full force and effect.
- 3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but one and the same instrument. This First Amendment may also be delivered via telecopy or electronic mail.

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

DONOR: Willow Pond Homeowners Association, Inc.

By: _____

Its: _____

Date: _____

TOWN: Town of Cornelius

By: _____

Its: _____

Date: _____

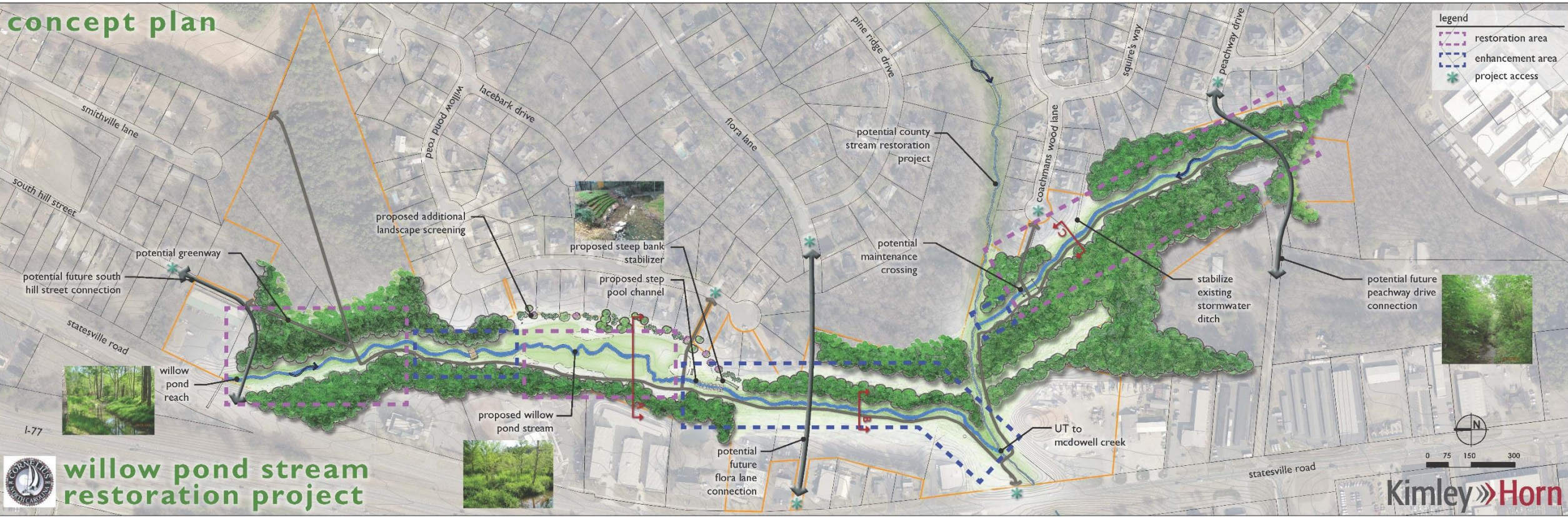






04/25/2013

concept plan



Smithville Park/JV Washam ES Greenway and Westmoreland Road MUP



REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:

Approve the minutes of the April 16th Regular Meeting.

Manager's Recommendation:

Approve minutes

ATTACHMENTS:

Name:	Description:	Type:
 04-16-18_Regular_Meeting_draft.pdf	Regular Meeting Minutes	Backup Material



BOARD OF COMMISSIONERS

April 16, 2018
MINUTES

PRE-MEETING – 5:45PM

❖ FY 2019 Budget Workshop

Manager Roberts gave an overview of the proposed FY19 operating budget that was discussed during the budget retreat and highlighted the changes made to the 80/20 sheet that included: a 3% merit; ½ year for a Records Clerk position; and making cuts to the PPOA landscaping, Beyond Walls exhibit and park mowing to allow for a \$1 more per hour for the VFD. The tax rate recommendation will stay at .255. The next budget workshop will be at the Pre-meeting on May 7th.

Manager Roberts reported that the conceptual drawings for the Art Center are being finalized so that fundraising efforts can begin.

Commissioners Bilodeau and Naas asked staff to look for more ways to cut costs in order to address the VFD issues and increase the hourly rate by \$2 per hour.

❖ Closed Session – Real Estate Acquisition Matter

Mayor Washam called for a motion to go into Closed Session to discuss a real estate acquisition matter.

Commissioner Miltich made a motion to go into Closed Session at 6:47PM. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

Upon return from Closed Session, Mayor Washam recessed the Pre-meeting to go downstairs for the 7PM Regular Meeting.

REGULAR MEETING – 7:00PM

1. CALL TO ORDER

Mayor Washam called the meeting to order at 7:06PM.

2. DETERMINATION OF QUORUM

All commissioners were present for the meeting.

3. APPROVAL OF AGENDA

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

4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Tricia Sisson led the pledge after a moment of silence was observed.

5. MAYORAL PROCLAMATIONS

A. Small Business Week

Mayor Washam recognized the Cornelius small businesses and stressed the importance of supporting the local small businesses. He then executed a Proclamation recognizing April 30th – May 5th as Small Business Week in Cornelius.

6. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Naas reported on the following:

- Attended the I-77 Advisory Board meeting on Apr. 16th and discussed the Complete/Delete option
- Attended the Hwy. 21 widening meeting held by NCDOT
- The congregation of Reeves Temple AME Church in Davidson is holding a kick-off meeting on restoring the Lingle Hut on Apr. 29th

Commissioner Miltich reported on the following:

- Attended the joint CRTPO/GCL MPO roundtable meeting on Apr. 4th to discuss population changes and commuting patterns
- Attended the East Mobility Stakeholders meeting on Apr. 9th
- Attended the NMA meeting on Apr. 12th

Commissioner Gilroy reported on the following:

- Attended the PDRC meeting

Commissioner Ross reported on the following:

- Chamber update – Lake Norman Women’s Conference will be held on Apr. 19th at the Peninsula Club; Focus Friday will be held on Apr. 19th at Huntersville Town Hall; Small Business Luncheon will be held on May 1st at the Peninsula Club
- Attended the CCOG conference on Apr. 12th
- Attended the Smithville Community Coalition meeting on Apr. 3rd

Commissioner Bilodeau reported on the following:

- Attended the NCDOT public meeting on Apr. 12th
- Attended Tawba Walk on Apr. 14th
- VLN – Loch Norman Highland Games will be held on Apr. 21st & 22nd; NC Bassmaster High School and Junior State Tournament will be held at Blythe Landing on Apr. 21st & 22nd
- PARC – Earth Day Celebration and Hooked on Cornelius will be held at Robbins Park on Apr. 21st; Hot Shots Challenge will be held on Apr. 28th at Bailey Road Recreation Center; 5K Walk/Run on May 5th at Westmoreland Athletic Complex with proceeds going to the Top Deck Foundation for Warrior Jace and the Thompson family; and the annual Jazz Fest will be held at Smithville Park on May 19th

Mayor Washam reported on the following:

- EDC – 3 new projects in Cornelius; Yokahama announced that they will be opening its tire R&D shop in Cornelius located on Bailey Road
- Thanked the Cornelius first responders for their help with the storm damage on Sunday
- Attended the MTC meeting where the CATS 590X Airport Express was discussed and considered to be eliminated
- The next Connecting Cornelius will be held on May 7th at Harvey’s at 8:30AM
- Casino Night held on Apr. 12th by the Bailey’s Glen and Hough High partnership raised approximately \$10K
- Attended the Ada Jenkins Gala
- Attended the Tawba Walk on Apr. 14th

7. CITIZEN CONCERNS/COMMENTS

There were no comments made.

8. PRESENTATIONS

A. FY2019 Electric Fund Budget

Tim Kopacz with ElectriCities gave an update on the utility burial project along Hwy. 115. Commissioner Bilodeau asked why the cost of the project was so different compared to the utility burial cost of West Catawba Avenue. Asst. Manager Grant explained that they are two entirely different types of projects. The Hwy. 115 project is not burying all the utilities but moving them to the rear of properties along Hwy. 115.

Mr. Kopacz then gave his presentation on the FY2019 Electric Fund budget that included adding another operating team instead of using contractors such as Pike. Manager Roberts explained that there is no rate increase proposed for FY19 but he would know more after the ElectriCities' Board meeting on Tuesday.

Commissioner Gilroy expressed his concerns with the proposed budget and asked what the fund balance was for the Electric Fund. Finance Director, Julie Niswonger stated that the balance is approximately \$2M. Manager Roberts stated that the presentation is for discussion only, there is not action required at this point. Commissioner Gilroy stated that he would like to see the numbers on the projected savings over time by adding another operating team vs. using contractors to do the work in Cornelius.

9. CONSIDERATION OF APPROVAL

A. Rotary Bench Donation – Smithville Park

PARC Director, Troy Fitzsimmons explained that the Rotary Club of North Mecklenburg is donating \$15,000 for 10 new park benches to be used in Town parks. Mr. Paul Newton with the Rotary Club stated that the donation funds are a combination of fundraiser efforts and district matching grant.

Commissioner Miltich made a motion to accept \$15,000 from the Rotary Club of North Mecklenburg for 10 new park benches. Commissioner Ross seconded the motion and it passed unanimously, 5-0.

B. Authorize Sale of Service Revolver

Manager Roberts explained that Officer Jeffrey Heinz had used his service weapon to defend his life along with the life of Lt. James Quattlebaum after Lt. Quattlebaum was shot in the line of duty on May 15, 2015. Officer Heinz has made a request to purchase his service weapon now that the court proceedings have been completed and the weapon has been returned to CPD. State statute allows active law enforcement officers to purchase such weapons at a cost similar to replace. Officer Heinz has agreed to purchase his weapon for the replacement cost of \$437.63.

Commissioner Gilroy suggested the Town just give him the weapon. Attorney Wolter explained that was not allowed by State statute. Commissioner Gilroy then suggested Officer Heinz be reimbursed through Top Deck perhaps. All other commissioners agreed with Commissioner Gilroy.

Commissioner Miltich made a motion to approve Resolution #2018-00886 authorizing Officer Heinz be allowed to purchase his service weapon. Commissioner Naas seconded the motion and it passed unanimously, 5-0.

Resolution #2018-00886 is hereby made part of the minutes by reference.

C. Rhythm Engineering Statement of Work and Pricing Agreement and NCDOT Municipal Agreement

Asst. Manager Grant explained that the Rhythm Engineering agreement is for the synchronized signalization pilot program that will be installed along the Catawba corridor and studied by NCDOT to determine if it improves traffic flow throughout the corridor. The Municipal Agreement with NCDOT will allow the InSync equipment to be installed on NCDOT poles, signals and equipment, as well as, cost share the pilot project with the Town.

Commissioner Naas thanked the Town for working through the process and making the project happen.

Commissioner Naas made a motion to approve the Rhythm Engineering Statement of Work and Pricing Agreement, the NCDOT Municipal Agreement and authorize the Town Manager and Attorney to finalize the agreements. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.

10. CONSENT AGENDA

- A. Approve Minutes – Regular Meeting (April 2nd) (Approved 5-0)
B. Approve Minutes – Closed Session (April 2nd) (Approved 5-0)

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

11. OLD BUSINESS

A. Smithville Land Use Planning

Asst. Manager Grant explained that he was following up on past Board conversations regarding future land use planning for the Smithville area (i.e. types of homes, types of development). During the budget retreat, the Board instructed staff to have some conversations with various planning firms for help with a redevelopment land use plan. Staff has met with various firms and Bill Duston, a retired land planner from the COG has agreed to assist staff with the planning effort for approximately \$5K. Most of the work will be done in-house to reduce some of the cost. Commissioner Gilroy asked if the deliverable was neighborhood communication vs. changes in land use. Mr. Grant stated that the process will include both community communication and how to preserve the neighborhood. Commissioner Ross urged staff to get input from the property owners that are invested in the community. Commissioner Bilodeau stressed the importance of reaching out to the property owners and showing them that its more than just future roads going through their community. Mayor Washam asked was the next step was. Mr. Grant stated that he would need approval to move forward with retaining Mr. Duston and begin the planning process.

Commissioner Ross made motion to approve an agreement with Bill Duston as discussed and authorize the Town Manager and Attorney to finalize it. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

12. COMMISSIONER CONCERNS

A. EDC Explanation Regarding the Toll Lanes

Commissioner Gilroy asked for an explanation of EDC Director, Ryan McDaniel's comments on the economic impact the toll lane project has had in the area. Mayor Washam stated that there's a fine line of reporting a negative economic impact when in actuality there has been economic growth despite the project. Manager Roberts stated that the EDC Executive Committee unanimously agreed that general purpose lanes are preferred over toll lanes;

however, when reviewing the project pipe line the region continues to grow economically. Mr. McDaniels' comments were based on facts and not assumptions, therefore, he cannot say that the toll lane project has negatively impacted the region's growth. He can only report on the project announcements made and how many jobs were created.

13. CLOSED SESSION

A. Real Estate Acquisition Matter

Closed Session occurred during the Pre-meeting.

14. ADJOURNMENT

There being no further business to discuss, Commissioner Miltich made a motion to adjourn at 8:55PM. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.

Approved this 7th day of May, 2018.

ATTEST:

Woody Washam, Jr., Mayor

Lori A. Harrell, Town Clerk

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk


Action Requested:

Approve the minutes of the April 16th Closed Session meeting.

Manager's Recommendation:

Approve minutes

ATTACHMENTS:

Name:	Description:	Type:
 04-16-18_Closed_Session_draft.docx	Closed Session Minutes	Backup Material

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:

Please find the attached list of proposed refunds based upon the information received from the County Assessor. The list is necessary as a result of value adjustments as performed by the Mecklenburg County Assessor and/or Board of Equalization and Review and corrections as determined by the Mecklenburg County Assessor. Those refunds total = \$52.00 (tax) + \$0.00 (interest) = \$52.00. The refunds range in value from \$0.25 to \$23.23. As required by Statute, please approve refunds. There are no Board member refunds in this group.

Manager's Recommendation:

Approve tax refunds.

ATTACHMENTS:

Name:	Description:	Type:
 50818T1_Cornelius_Misc_No_Interest_10-18-2018.pdf	County List #1	Cover Memo

Bill Number	Parcel #	Adj #	Adj Reason	Refund Recipient Name	Refund
0007268822-2017-2017-0000-00	00511846	564992	Adjustment	BEAT, EVA	0.25
0002616648-2017-2017-0000-00	00751707	564080	Adjustment	BEST, MICHAEL R	0.51
0001410288-2017-2017-0000-00	00129607	564779	Adjustment	BRUOT, RICK A	0.77
0007646068-2017-2017-0000-00	00511774	564950	Adjustment	CALCAGNO, FRANCESCA	0.26
0001403826-2017-2017-0000-00	00105230	564271	Adjustment	CUSICK, GLENN	0.25
0002616618-2017-2017-0000-00	00751654	564122	Adjustment	DAVIS PAHL M	0.51
0001440327-2017-2017-0000-00	00522103	565114	Adjustment	DEBORD, DEREK M	0.51
0001414023-2017-2017-0000-00	00149177	564819	Adjustment	EDWARDS, TINA MARIE	0.51
0007646072-2017-2017-0000-00	00511778	564954	Adjustment	HICKMAN, JOHN F	0.26
0001404091-2017-2017-0000-00	00108509	564280	Adjustment	HOSMANN, PATRICK JULIUS	0.25
0001454787-2017-2017-0000-01	00751128	564522	Adjustment	HOWLETT, MARK	0.51
0007268823-2017-2017-0000-00	00511847	564993	Adjustment	HRINIAK, RICHARD J JR	0.51
0007268801-2017-2017-0000-00	00511825	564970	Adjustment	KELLY, MAUREEN	0.51
0007646107-2017-2017-0000-00	00511879	565108	Adjustment	KIESS, JAMES BRADLEY	0.25
0002616617-2017-2017-0000-00	00751653	564123	Adjustment	KUKLINSKI, KRISTIN L	0.26
0001405332-2017-2017-0000-00	00111203	564293	Adjustment	LANE, JAMES B	0.76
0008067167-2017-2017-0000-00	00751472	564151	Adjustment	PASCUCCI, MARISA JONELL	0.51
0008067200-2017-2017-0000-00	00751815	564065	Adjustment	PATRICK, DANIEL J	0.26
0002616619-2017-2017-0000-00	00751655	564120	Adjustment	PLACE, ELIZABETH B	0.26
0001455022-2017-2017-0000-00	00751635	564127	Adjustment	POILLIOTTE CAROL	0.51
0007268817-2017-2017-0000-00	00511841	564986	Adjustment	RANSOM GREGORY A	0.51
0007822128-2016-2016-0000-00		564307	Sold/Traded	RODRIGUEZ, MARIA DEL CARMEN	14.73
0007646099-2017-2017-0000-00	00511871	565100	Adjustment	SANDROCK, LORI J	0.25
0008062199-2017-2017-0000-00		562627	Sold/Traded	SHOW, MELINDA SUE	23.23
0007268833-2017-2017-0000-00	00511857	565003	Adjustment	SORRELLS, JAMES R AND JOYCE C, TRUST	0.26
0001410587-2017-2017-0000-00	00131256	564791	Adjustment	STIER JOHNSON, TRACIE	0.77
0007646098-2017-2017-0000-00	00511870	565099	Adjustment	SUSDORF, PHILIP A	0.26
0007148369-2017-2017-0000-00	00713427	564887	Adjustment	THE SUZANNE T FULTON TRUST, .	0.25
0007646764-2017-2017-0000-00	00751484	564148	Adjustment	TPM PROPERTIES LIMITED PARTNERSHIP, .	0.51
0007646101-2017-2017-0000-00	00511873	565102	Adjustment	WATSON, CHELSEA M	0.26
0002616621-2017-2017-0000-00	00751657	564094	Adjustment	WELLS, RYAN	0.26
0007646835-2017-2017-0000-00	00751758	564069	Adjustment	WEST, CATHERINE	0.51
0007268803-2017-2017-0000-00	00511827	564972	Adjustment	WHINNERY, BRAD A	0.51
0007646067-2017-2017-0000-00	00511773	564949	Adjustment	WHITE, EVAN F	0.25
0007646777-2017-2017-0000-00	00751541	564143	Adjustment	WYTIAZ, JOHN	0.51
0007646786-2017-2017-0000-00	00751557	564133	Adjustment	ZHU, SILVIA	0.51

52.00

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: May 7, 2018

To: Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Action Requested:

Hold a Closed Session to discuss two personnel matters.

Manager's Recommendation:

Hold a Closed Session

ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		
