



# **TOWN OF CORNELIUS**

Cornelius Town Hall

## **BOARD OF COMMISSIONERS**

June 18, 2018

Agenda

### **PRE-MEETING - 5:45 PM**

- Uniform Guidance Procurement and Conflict of Interest Policies
- Closed Session

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### **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. MAYORAL PROCLAMATIONS
  - A. Big Day at the Lake
6. PRESENTATIONS
  - A. Cornelius-Lemley Fire & Rescue ISO Rating
7. MAYOR/COMMISSIONERS/MANAGER REPORTS
8. CITIZEN CONCERNS/COMMENTS
9. PUBLIC HEARING AND CONSIDERATION OF APPROVAL
  - A. FY 2019 Synthetic Turf Financing at Bailey Middle School
10. CONSIDERATION OF APPROVAL
  - A. NCMPA 1 Board Appointment
  - B. Architectural Review Board Appointment
  - C. Uniform Guidance Conflict of Interest Policy and Uniform Guidance Procurement Policy
  - D. Engineering Services Agreement for the Willow Pond Stream Restoration Project and Smithville Park to JV Washam Elementary School Greenway and Westmoreland Road Multi-use Path
  - E. NC DWR319 Grant Agreement - Willow Pond Stream Restoration
  - F. FY2018 Operating Budget Amendment
  - G. Schedule of Fee Changes
  - H. Mecklenburg CDBG Program Cooperative Agreement
  - I. Veterinary and Animal Care Services Agreement
11. CONSENT AGENDA
  - A. Approve Minutes - Regular Meeting

**B. Approve Minutes - Closed Session**

**C. Resolution Appointing Town Clerk, Finance Director and Deputy Finance Director**

**12. COMMISSIONER CONCERNS**

**13. 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: June 18, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director




**Action Requested:**

Discuss Uniform Guidance Procurement Policy and Uniform Guidance Conflict of Interest Policy.

**Manager's Recommendation:**

Discuss policies.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">UG_webinar_slides_single.pdf</a>	Uniform Guidance	Presentation
 <a href="#">TOC_UG_Conflicts_and_Gifts_Policy.pdf</a>	Uniform Guidance Conflict of Interest	Backup Material
 <a href="#">TOC_UG_Procurement_Policy.pdf</a>	Uniform Guidance Procurement Policy	Cover Memo

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# Uniform Guidance Procurement Requirements for NC Local Governments





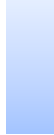
# What is the Uniform Guidance?

- Rules that set uniform standards for the award and expenditure of federal financial assistance (grants and loans)
- UG supersedes previous rules/OMB Circulars (ex: A-102, A-133)
- UG codified at 2 C.F.R. Part 200
- Procurement standards codified at 2 C.F.R. Subpart D (§§ 200.317-326)



# Who Does the UG Apply To?

“Non-federal entities” that receive federal financial assistance – states, nonprofits, Indian Tribes, universities and colleges, and local governments

- 
- ✓ City and County
  - ✓ School District
  - ✓ Public Authority and Special District
  - ✓ Council of Government
  - ✓ Any other “political subdivision”

# Which Programs are Covered?

- UG applies to most (but not all) categories of federal financial assistance programs
- Not all federal programs are covered
- Not all parts of the UG apply to all categories of covered funds

**ASSUME THE UG APPLIES UNLESS THE GRANTOR AGENCY ADVISES OTHERWISE - CHECK WITH YOUR GRANTOR AGENCY!**



**FEMA**

# When Does the UG Become Effective?

Grace period for implementing new  
requirements ends  
on your first FYE after 12/25/2017



## Example:

If your fiscal year ends  
6/30/2018, UG requirements  
apply 7/1/2018

# Why Is This Important?



## Funding

- ☐ Obligated Funds
- ☒ Deobligate Funds
- ☐ No Change to Funding

Noncompliance with  
state and federal  
requirements has  
serious consequences



## Uniform Guidance Conflict of Interest Policy

### I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

### II. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Town of Cornelius may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the Town of Cornelius are prohibited from accepting or soliciting gifts, gratuities, favors, or



anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$50 which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **III. Violation**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.



## Uniform Guidance Procurement Policy

### I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Town of Cornelius will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town of Cornelius have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

### III. General Procurement Standards and Procedures:

The Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women-owned Business Enterprise (“M/WBE”) Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation.** Documentation must be maintained by the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$150,000 or more, the Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder’s list.
- M. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

The Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** (except for Architectural/Engineering (“A/E”) professional services) and **Purchase Contracts costing less than \$3,500** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$3,500 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  3. Cost or price analysis is not required prior to soliciting bids.
  4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
  5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids.
  2. Complete specifications or purchase description must be made available to all bidders.
  3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
  4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.

6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

**D. Service Contracts** (except for A/E professional services) **costing \$150,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$3,500** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

**F. Construction and repair contracts costing \$3,500 up to \$150,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.



**G. Construction and repair contracts costing \$150,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

**H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.

8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject any and all bids only for “sound documented reasons.”
- I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
  2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$150,000** shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Requesting Department.
  4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
  6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- K. Contracts for Architectural and Engineering Services costing \$150,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:
1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
  4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).

5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## **V. Exceptions**

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Hold a Closed Session to discuss the following:

- Real estate acquisition matter
- Legal advice from the Town Attorney

**Manager's Recommendation:**

Hold a Closed Session.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager


**Action Requested:**

Big Day at the Lake will be held on July 21, 2018.

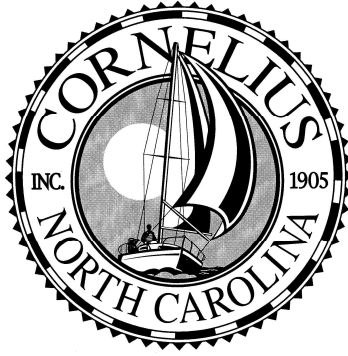
**Manager's Recommendation:**

Execute a Proclamation proclaiming July 21st as Big Day at the Lake.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Big Day on the Lake-2018.doc</a>	Proclamation	Backup Material

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## ***PROCLAMATION IN SUPPORT OF BIG DAY AT THE LAKE***

**WHEREAS**, Big Day at the Lake has provided a day of fun for at-risk youngsters in Big Brothers and Big Sisters of Greater Charlotte; and

**WHEREAS**, this year's Big Day at the Lake will be held on July 21, 2018; and

**WHEREAS**, Cornelius citizens and businesses participating in Big Day at the Lake this year will celebrate 14 years of service; and

**WHEREAS**, Big Brothers Big Sisters serves children in the North Mecklenburg area by providing them with thoroughly vetted and supported mentors.

**NOW THEREFORE**, I, Woody Washam, Jr., Mayor of the Town of Cornelius, do hereby proclaim July 21, 2018 as

### ***Big Day at the Lake***

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Town seal of Cornelius this 4<sup>th</sup> day of June, 2018.

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Woody Washam, Jr., Mayor



## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

**To:** Mayor and Board of Commissioners

**From:** Neal Smith, Fire Chief

**Action Requested:**

Chief Smith will give an update on the fire department's ISO rating.

**Manager's Recommendation:**

Hear presentation.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 **Print**

**Date of Meeting:** June 18, 2018

**To:** Mayor and Board of Commissioners

**From:** Julie Niswonger, Finance Director

**Action Requested:**

As required by G.S. § 160A-20(g), the Town of Cornelius will hold a Public Hearing to receive public input on the proposed use of a finance contract with City National Capital Finance to borrow \$950,000 at 3.07% interest for installment financing on synthetic turf at Bailey Middle School.

The Town Board approved synthetic turf fields in the FY2019 original budget. The Town Board also authorized a contract with a general contractor on the May 21, 2018 agenda. The Finance Department issued a RFP to borrow \$950,000 to fund these synthetic turf field improvements and received responses from 3 banks. A copy of the bid tab is attached. Finance staff recommends approval of the low bid submitted by City National Capital Finance at 3.07% for 7 years. There is no penalty for pre-payment of the debt.





Staff recommends the Board take the following action:

1. Approve the resolution authorizing staff to finalize documents with City National Capital Finance including allowing reimbursement for construction payments the Town might make prior to loan closing and accepting the City National Capital Finance bid.
2. Hold a public hearing and approve draft City National Capital Finance financing contract documents.
3. Approve a resolution authorizing filing of an application with the LGC to issue the debt.

**Manager's Recommendation:**

- Hold a public hearing, award City National Capital Finance the financing contract and authorize the Town Manager and Attorney to finalize and execute it.
- Approve a Resolution approving the financing terms
- Approve a Resolution authorizing the filing of an application with the LGC to issue debt

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Bid_Tab.pdf</a>	Synthetic Turf Bid Tab	Backup Material
 <a href="#">Resolution_regarding_terms.pdf</a>	Resolution regarding terms	Resolution Letter
 <a href="#">Turf_Fact_Finding_Resolution.pdf</a>	LGC application authorization	Resolution Letter
 <a href="#">DRAFT_Cornelius_Sch_3_Documents.pdf</a>	CNCF financing terms-Draft	Backup Material

**Town of Cornelius  
Synthetic Turf- Bailey Road Park  
Bid opening 6/6/2018**

Bidder	Rate	Early Payoff Penalty?	Legal Fees/Other Fees Notes
BB&T - 7 year	3.25%	None	None
BB&T - 8 year	3.31%	None	None
City National Bank - 7 year	3.07%	None	None
City National Bank - 8 year	3.11%	None	None
Peoples Bank - 7 year	3.32%	None	None
Peoples Bank - 8 year	3.36%	None	None

**Resolution Approving Financing Terms**

**WHEREAS:** The Town of Cornelius ("Town") has previously determined to undertake a project for the financing of the purchase and installation of synthetic recreational field turf, (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Town hereby determines to finance the Project through City National Capital Finance ("CNCF"), in accordance with the proposal dated June 6, 2018. The amount financed shall not exceed \$950,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.07%, and the financing term shall not exceed seven years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the Town of Cornelius or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Town hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the CNCF financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town's general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 18th day of June, 2018.

By: \_\_\_\_\_  
(Clerk)

By: \_\_\_\_\_  
(Mayor)

SEAL

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR  
APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH  
CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the Town of Cornelius, North Carolina desires to install synthetic turf fields at Bailey Middle School (the "Project") to better serve the citizens of Cornelius with fields that are playable for more hours and days of each season with improved durability and reduced maintenance costs; and

WHEREAS, The Town of Cornelius desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Cornelius, North Carolina, meeting in regular session on the 18th day of June, 2018, make the following findings of fact:

1. The proposed contract is necessary or expedient because the Town Board desires to provide a synthetic turf football field for enhanced durability and reduced maintenance to better serve its citizen's recreation needs.
2. The proposed contract is preferable to a bond issue for the same purpose because the financing can be finalized on a more timely basis at a favorable interest rate while also saving bond issuance cost.
3. The cost of financing under the proposed contract is less than the cost of issuing general obligation bonds. This method of financing is chosen due to its fewer administrative and legal considerations and more expedient issuance.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the Town has secured financing at an interest rate under 3.1%.
5. The Town of Cornelius's debt management procedures and policies are good because they are reviewed by Town Staff, the Town Board of Commissioners, the Local Government Commission and periodically reviewed by external bond rating agencies with favorable outcomes. These procedures and policies are appropriate for our growing municipality because they spread the cost of capital projects over the life of the project.
6. There is no proposed tax increase associated with this debt financing as a result of estimated annual debt service payments in the current year's budget.
7. The Town of Cornelius is not in default in any of its debt service obligations.
8. The attorney for the Town of Cornelius has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Manager is hereby authorized to act on behalf of the Town of Cornelius in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 18th day of June, 2018.

The motion to adopt this resolution was made by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ and passed by a vote of \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

This is to certify that this is a true and accurate copy of Resolution No.\_\_\_\_\_ Adopted by the Cornelius Board of Commissioners on the 18th day of June, 2018.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**TOWN OF CORNELIUS**  
**Schedule 3-\$950,000.00**  
**Lease Purchase Financing**  
**July 5, 2018**

Closing Documents

1. Master Lease Purchase Agreement – on file
2. Lease Schedule No. 3 - attached
  - a. Equipment Description
  - b. Payment Schedule
3. Escrow Agreement - attached
4. Incumbency Certificate of Lessee –on file
  - a. Resolution of Governing Body of Lessee – Lessee to Provide
5. Tax Certificate –attached
6. Opinion of Counsel to Lessee – sample attached
7. Evidence of Insurance – Lessee to Provide prior to first Escrow Disbursement
8. IRS Form 8038-G and evidence of filing – Lessee to Provide
9. Payment Proceeds Letter – attached

**LEASE SCHEDULE NO. 3**  
to Master Lease Purchase Agreement

Dated: July 5, 2018

This Lease Schedule (this "Lease Schedule") relates to the Master Lease Purchase Agreement dated as of December 22, 2017, (the "Agreement") between the undersigned Lessor and Lessee, together with the terms and conditions of the Agreement incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Agreement. All terms and conditions of the Master Lease are incorporated herein by reference.

1. Equipment Description. As used in the Lease, "Equipment" means all of the property described in Exhibit 1 attached to this Lease Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. Purchase Price. The Purchase Price for the Equipment is \$950,000.00 which amount shall be deposited in the Escrow Fund established pursuant to that certain Escrow Agreement dated as of July 5, 2018 among Lessor, Lessee and City National Bank of Florida.
3. Rental Payments; Lease Term. The Rental Payments to be paid by Lessee to Lessor, the Lease Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Lease Schedule as Exhibit 2.
4. Essential Use; Current Intent of Lessee. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; and to continue this Lease.
5. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Lease Schedule.
6. Bank Qualified. Lessee certifies that it has designated this Lease as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax-exempt obligations in accordance with such Section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.

DRAFT DOCUMENT-FOR INFORMATIONAL PURPOSES ONLY

**IN WITNESS WHEREOF**, Lessor has caused this Lease Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease Schedule to be executed in its name by its duly authorized officer.

**TOWN OF CORNELIUS**

Lessee

**CITY NATIONAL CAPITAL FINANCE INC.**

Lessor

By: \_\_\_\_\_

Name: Andrew Grant

Title: Town Manager

Address: 21445 Catawba Avenue  
Cornelius, NC 28031

Attention: Julie Niswonger

Telephone:

E-mail address: jniswonger@cornelius.org

By: \_\_\_\_\_

Name:

Title:

Address: 25 West Flagler Street  
Miami, FL 33130

Attn: Michael Powers  
Senior Vice President

Telephone: (410) 458-5747

E-mail address:

mike.powers@cncapitalfinance.com

**Equipment Description**

Synthetic Recreational Field Turf to be installed at the Baily Middle School located at [ADDRESS OF PROPERTY].

**Exhibit 2****Payment Schedule****Annual Rate: 3.07%**

Payment Date	Payment Amount	Interest	Principal	Balance	Prepayment Amount
7/5/2018				\$950,000.00	\$950,000.00
1/5/2019	\$75,926.84	\$14,582.50	\$61,344.34	\$88,865.66	\$888,655.66
7/5/2019	\$75,926.84	\$13,640.86	\$62,285.98	\$826,369.68	\$826,369.68
1/5/2020	\$75,926.84	\$12,684.77	\$63,242.07	\$763,127.61	\$763,127.61
7/5/2020	\$75,926.84	\$11,714.01	\$64,212.83	\$698,914.78	\$698,914.78
1/5/2021	\$75,926.84	\$10,728.34	\$65,198.50	\$633,716.28	\$633,716.28
7/5/2021	\$75,926.84	\$9,727.54	\$66,199.30	\$567,516.98	\$567,516.98
1/5/2022	\$75,926.84	\$8,711.39	\$67,215.45	\$500,301.53	\$500,301.53
7/5/2022	\$75,926.84	\$7,679.63	\$68,247.21	\$432,054.32	\$432,054.32
1/5/2023	\$75,926.84	\$6,632.03	\$69,294.81	\$362,759.51	\$362,759.50
7/5/2023	\$75,926.84	\$5,568.36	\$70,358.48	\$292,401.03	\$292,401.03
1/5/2024	\$75,926.84	\$4,488.36	\$71,438.48	\$220,962.55	\$220,962.55
7/5/2024	\$75,926.84	\$3,391.78	\$72,535.06	\$148,427.49	\$148,427.49
1/5/2024	\$75,926.84	\$2,278.36	\$73,648.48	\$74,779.01	\$74,779.01
7/5/2024	\$75,926.84	\$1,147.83	\$74,779.01	\$0.00	\$0.00
TOTALS	\$1,062,975.76	\$112,975.76	\$950,000.00		

**ESCROW AGREEMENT**

This Escrow Agreement (this "Agreement"), dated as of July 5, 2018, by and among City National Capital Finance Inc. (and any successors and permitted assigns "Lessor"), Town of Cornelius, a body corporate and politic and a political subdivision existing under the laws of the State of North Carolina ("Lessee"), and City National Bank of Florida, in its capacity as escrow agent hereunder ("Escrow Agent").

Reference is made to that certain Lease Schedule No. 3 dated July 5, 2018 to that certain Master Lease Purchase Agreement dated as of December 22, 2017, each between Lessor and Lessee (hereinafter collectively referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Purchase Price (\$950,000.00) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Town of Cornelius Escrow Account - 3" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall place all escrow funds in a demand deposit account or as otherwise agreed upon between the parties.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) May 30, 2019 ("Termination Date") and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Lessee shall reimburse the Escrow Agent for all such reasonable costs and expenses. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

## 2. Acquisition of Equipment.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire).

Each such requisition shall be signed by an authorized representative of Lessee (an “Authorized Representative”) and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor true and correct copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 1.3 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule I and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Purchase Price to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Lessor shall provide Escrow Agent written instructions and a representation that one of the following conditions has been satisfied, (upon which representation Escrow Agent shall conclusively rely,) (a) the Termination Date; or (b) the date on which Lessee executes an Acceptance Certificate; or (c) upon a termination of the Escrow Account as otherwise provided herein. Upon receipt of such written instructions, any funds remaining in the Escrow Agreement shall be distributed by the Escrow Agent first, ten percent (10%) of the funds then remaining in the Escrow Account shall be disbursed to the Escrow Agent as its escrow agent fees (“Fees”) and second, the remaining balance after deducting the Fees shall be disbursed to the Lessor and Lessor shall apply such funds to amounts owed by Lessee under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof.

6. Control of Escrow Account. In order to perfect Lessor’s security interest by means of control in (i) the Escrow Account established hereunder, (ii) all funds now or hereafter credited to the Escrow Account, (iii) all of Lessee’s rights in respect of the Escrow Account, and (iv) all products, proceeds



and revenues of and from any of the foregoing personal property (collectively, the “Collateral”), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Florida (“Commercial Code”) but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor’s claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect the form of deposit account for the Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including interest income), transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor’s claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail; provided that any formal notice be attached to an email message in PDF format; and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: City National Capital Finance Inc.  
390 N. Orange Ave., Suite 2600  
Orlando, FL 32801  
Attention: Michael Powers

If to Lessee: Town of Cornelius  
21445 Catawba Ave.  
Cornelius, NC 28031  
Attention: Julie Niswonger

If to Escrow Agent: City National Bank of Florida  
25 West Flagler Street  
Miami, FL 33130  
Attention: Client Services

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

11. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

CITY NATIONAL CAPITAL FINANCE INC.  
as Lessor

TOWN OF CORNELIUS  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY NATIONAL BANK OF FLORIDA  
as Escrow Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I**  
**to the Escrow Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Lease Schedule No. \_\_\_\_ dated [DATE] to that certain Master Lease Purchase Agreement dated as of [DATE], each between Lessor and Lessee (hereinafter collectively referred to as the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of [DATE] (the “Escrow Agreement”) by and among City National Capital Finance, Inc., as lessor (and its successors and permitted assigns, “Lessor”), [LESSEE] (“Lessee”) and City National Bank of Florida, as escrow agent (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the foregoing table has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the foregoing table has been delivered, installed and accepted by Lessee. Attached hereto is a true and correct copy of the invoice with respect to such obligation.

(iii) The undersigned, as authorized representative of Lessee, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(vii) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: \_\_\_\_\_

[LESSEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Disbursement of funds from the Escrow  
Account in accordance with the foregoing  
Disbursement Request hereby is authorized

CITY NATIONAL CAPITAL FINANCE INC.  
as Lessor under the Lease

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TAX CERTIFICATE**

This Tax Certificate (this "Certificate") is executed and delivered as of July 5, 2018 (the "Lease Date") by Town of Cornelius ("Lessee") in connection with that certain Master Lease Purchase Agreement dated as of December 22, 2017 (the "Agreement") by and between City National Capital Finance Inc. ("Lessor") and Lease Schedule No. 3 dated as of July 5, 2018 between Lessor and Lessee (the "Lease Schedule," and together with the Agreement, the "Lease"). The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

**Section 1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Lease. As described in the Lease, Lessor shall apply \$950,000.00 (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Lease.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Lease, pursuant to the resolution or other official action of Lessee adopted with respect to the Lease, a copy of which has been delivered to Lessor.

1.3. The Lease is being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedules. The Principal Amount will be paid to Lessee on the date hereof.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

**Section 2. Non-Arbitrage Certifications.**

2.1. The Rental Payments due under the Lease will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Lease or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Lease and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Lease.

2.3. Other than the Principal Amount, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Lease. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing

the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Lease was entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Lease.

### **Section 3. Disbursement of Funds; Reimbursement to Lessee.**

3.1. It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the Principal Amount may be used by Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not use any portion of the principal amount in order to be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

### **Section 4. Use and Investment of Funds; Temporary Period.**

4.1. Lessee has incurred or will incur, within six (6) months from the Lease Date, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Lease Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the



governmental purpose of the Lease and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by no later than 18 months from the Lease Date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Lease Date or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the Lease Date; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment by no later than 18 months from the actual Lease Date.

#### **Section 5. No Private Use; No Consumer Loan.**

5.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 5.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

#### **Section 6. No Federal Guarantee.**

6.1. Payment of the principal or interest due under the Lease is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United

States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Lease to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

**Section 7. Post-Issuance Compliance.**

7.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the “nonqualified bonds” (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service’s Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

7.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; and (c) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The office within Lessee that is currently responsible for such monitoring is the finance department.

**Section 8. Miscellaneous.**

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Lease in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee’s agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Lease.

8.3. To the best of the undersigned’s knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

[Signature Page Follows]

**IN WITNESS WHEREOF**, this Tax Certificate has been executed on behalf of Lessee as of the  
Lease Date.

**TOWN OF CORNELIUS**

By:

---

Name: Andrew Grant

Title: Town Manager

**PAY PROCEEDS LETTER**

July 5, 2018

City National Capital Finance Inc.  
25 West Flagler Street  
Miami, FL 33130

Ladies and Gentlemen:

The undersigned, an authorized officer of the Town of Cornelius ("Lessee"), hereby authorizes City National Capital Finance Inc. ("Lessor") to pay the proceeds of the financial accommodations provided to Lessee by Lessor evidenced by that certain Master Lease Purchase Agreement, dated as of December 22, 2017 and the related Lease Schedule No. 3, dated July 5, 2018, between Lessor and Lessee, to the following account of Lessee:

<u>Account :</u>	<u>Amount of Deposit</u>
City National Bank of Florida Account #:	\$950,000.00

TOWN OF CORNELIUS

By: \_\_\_\_\_  
Name:  
Title:

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

**Action Requested:**

Please appoint Andrew Grant as Anthony Roberts' replacement on the NCMPA 1 Board of Commissioners. Currently, Thurman Ross, Jr. is the Commissioner since 2013, David Gilroy is the 1st Alternate Commissioner since 2012 and Anthony Roberts is the 2nd Alternate Commissioner since 2014. Andrew Grant would become the 2nd Alternate in place of Anthony Roberts.

**Manager's Recommendation:**

Approve the appointment of Andrew Grant as the 2nd alternate on the NCMPA 1 Board of Commissioners.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Manager/Director of Planning



**Action Requested:**

Mark Hoidas has filed the appropriate application and been interviewed for a vacant seat on the Architectural Review Board. Mr. Hoidas attended the May Board Meeting and is being recommended to fill the vacancy for seat #5. The term for seat #5 will run to October of 2019.

**Manager's Recommendation:**

Appoint Mark Hoidas to seat #5 on the Architectural Review Board.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Hoidas.pdf</a>	Application	Backup Material
 <a href="#">draft_ARB_Members.6.13.2018.xls</a>	Draft Roster	Backup Material

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**Lori Harrell**

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**From:** noreply@civicplus.com  
**Sent:** Thursday, April 19, 2018 11:34 PM  
**To:** Lori Harrell  
**Subject:** Online Form Submittal: Committee Appointment Form

## Committee Appointment Form

### Contact Information

First Name	Mark
Last Name	Hoidas
Residence Address	21518 lake point lane
Mailing Address (if different from above)	<i>Field not completed.</i>
Contact Number	7043613318
Description	Cell
Email Address	Hoid1962@yahoo.com
I Live:	Inside the Town of Cornelius
I Am Interested In Serving On The Following Board(s)	Architectural Review Board
Please list qualifications and/or reasons why you would like to serve.	I am a professional structural engineer working in residential construction industry.
Additional Information (*optional)	<i>Field not completed.</i>
Date	04/19/18
Signature	Mark hoidas

**Note:**

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

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

# ARCHITECTURAL REVIEW BOARD 2018

SEAT	APT	TERM	NAME	PROFESSION	ADDRESS	HOME NO.	BUS. NO.	CELL NO.	E-MAIL
1	2016	10/16 - 10/18	Recah Harward	Interior Designer	21408 Hickory Street			7049098316	<a href="mailto:rharward@labellapc.com">rharward@labellapc.com</a>
2		10/18-10/20	Vacant						
3	2007	10/16 - 10/18	David Eve	Architect	22548 John Gamble Road	704-892-5015	704-377-2990	704-618-4229	<a href="mailto:deve@redlinedg.com">deve@redlinedg.com</a>
4	2007	10/16 - 10/18	Joseph Harris	Architect	21120 Blakely Shores Dr.	704-892-4955	704-904-1432		<a href="mailto:thejoeharris@bellsouth.net">thejoeharris@bellsouth.net</a>
5	2018	10/17 - 10/19	Mark Hoidas	Engineer	21518 Lake Point Lane			704-361-3318	<a href="mailto:Hoid1962@yahoo.com">Hoid1962@yahoo.com</a>
6	2010	10/17 - 10/19	Teresa Hawkins	Landscape Architect	21326 Bethel Church Road	704-892-8625		704-657-3838	<a href="mailto:teresa_hawkins@att.net">teresa_hawkins@att.net</a>
7	2015	10/17 - 10/19	Richard Kamakaris	Architect	17433 Harbor Walk Drive			704.604.1519	<a href="mailto:kamakaris@gmail.com">kamakaris@gmail.com</a>



# REQUEST FOR BOARD ACTION

 **Print**

**Date of Meeting:** June 18, 2018

**To:** Mayor and Board of Commissioners

**From:** Julie Niswonger, Finance Director

**Action Requested:**

The Office of Budget and Management (OMB) officially implemented its Uniform Guidance (UG) requirements in December of 2014. However, due to significant changes to the procurement requirements that are part of the new guidance, OMB delayed the implementation of those procurements by three full years, making the procurement implementation effective on July 1, 2018.

These procurement requirements apply to the procurement of goods and services directly charged to federal awards. The UG procurement requirements apply to purchases that are paid or reimbursed from federal financial assistance including: purchases that are reimbursed from USDA grants, Community Development Block Grant (CDBG), public disaster grants and reimbursement from FEMA, and the Highway Planning, Research, and Construction Program.



Units of government must implement the following:

- Have written procedures in place to ensure compliance with UG procurement standards.
- Maintain oversight to ensure that the contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Maintain written policies and procedures of conduct covering conflict of interests. This policy must cover organizational and personal conflict of interest.
- Avoid acquisition of unnecessary or duplicative items.
- Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences.
- Maintain records sufficient to detail the history of a procurement.
- Procurement transactions must be conducted in a manner that provides full and open competition consistent with the UG procurement standards.
- Contracts must include provisions required under the UG including remedies, termination for cause and convenience, EEO requirements, worker safety and wage and hour requirements, Clean Air Act and Federal Water Pollution Control Act requirements, debarment and suspension, procurement of recovered materials, contract modifications, access to records, and Byrd Anti-lobbying provisions.

**Manager's Recommendation:**

Adopt the Uniform Guidance Procurement and Uniform Guidance Conflict of Interest Policies.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">TOC_UG_Procurement_Policy.pdf</a>	Uniform Guidance Procurement Policy	Cover Memo
 <a href="#">TOC_UG_Conflicts_and_Gifts_Policy.pdf</a>	Uniform Guidance Conflict of Interest Policy	Cover Memo



## Uniform Guidance Procurement Policy

### I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Town of Cornelius will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town of Cornelius have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

### III. General Procurement Standards and Procedures:

The Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women-owned Business Enterprise (“M/WBE”) Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation.** Documentation must be maintained by the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor’s responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$150,000 or more, the Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder’s list.
- M. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

The Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** (except for Architectural/Engineering (“A/E”) professional services) and **Purchase Contracts costing less than \$3,500** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$3,500 up to \$90,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  3. Cost or price analysis is not required prior to soliciting bids.
  4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
  5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids.
  2. Complete specifications or purchase description must be made available to all bidders.
  3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
  4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.

6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for “sound documented reasons.”

**D. Service Contracts** (except for A/E professional services) **costing \$150,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$3,500** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

**F. Construction and repair contracts costing \$3,500 up to \$150,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

**G. Construction and repair contracts costing \$150,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

**H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.

8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject any and all bids only for “sound documented reasons.”
- I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
  2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$150,000** shall be procured using the state “Mini-Brooks Act” requirements (G.S. 143-64.31) as follows:
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Requesting Department.
  4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
  6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- K. Contracts for Architectural and Engineering Services costing \$150,000 or more** shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)(5)) as follows:
1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
  4. Proposals must be solicited from an “adequate number of qualified sources” (an individual federal grantor agency may issue guidance interpreting “adequate number”).



5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## **V. Exceptions**

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.



## Uniform Guidance Conflict of Interest Policy

### I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

### II. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Town of Cornelius may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the Town of Cornelius are prohibited from accepting or soliciting gifts, gratuities, favors, or

anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$50 which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **III. Violation**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

**Action Requested:**

Approve an engineering services agreement for the Willow Pond Stream Restoration project and Smithville Park to JV Washam Elementary School Greenway and Westmoreland Road multi-use path.

**Manager's Recommendation:**

Approve the engineering services agreement with Kimley Horn and authorize the Town Manager and Attorney to finalize and execute it.

**ATTACHMENTS:**

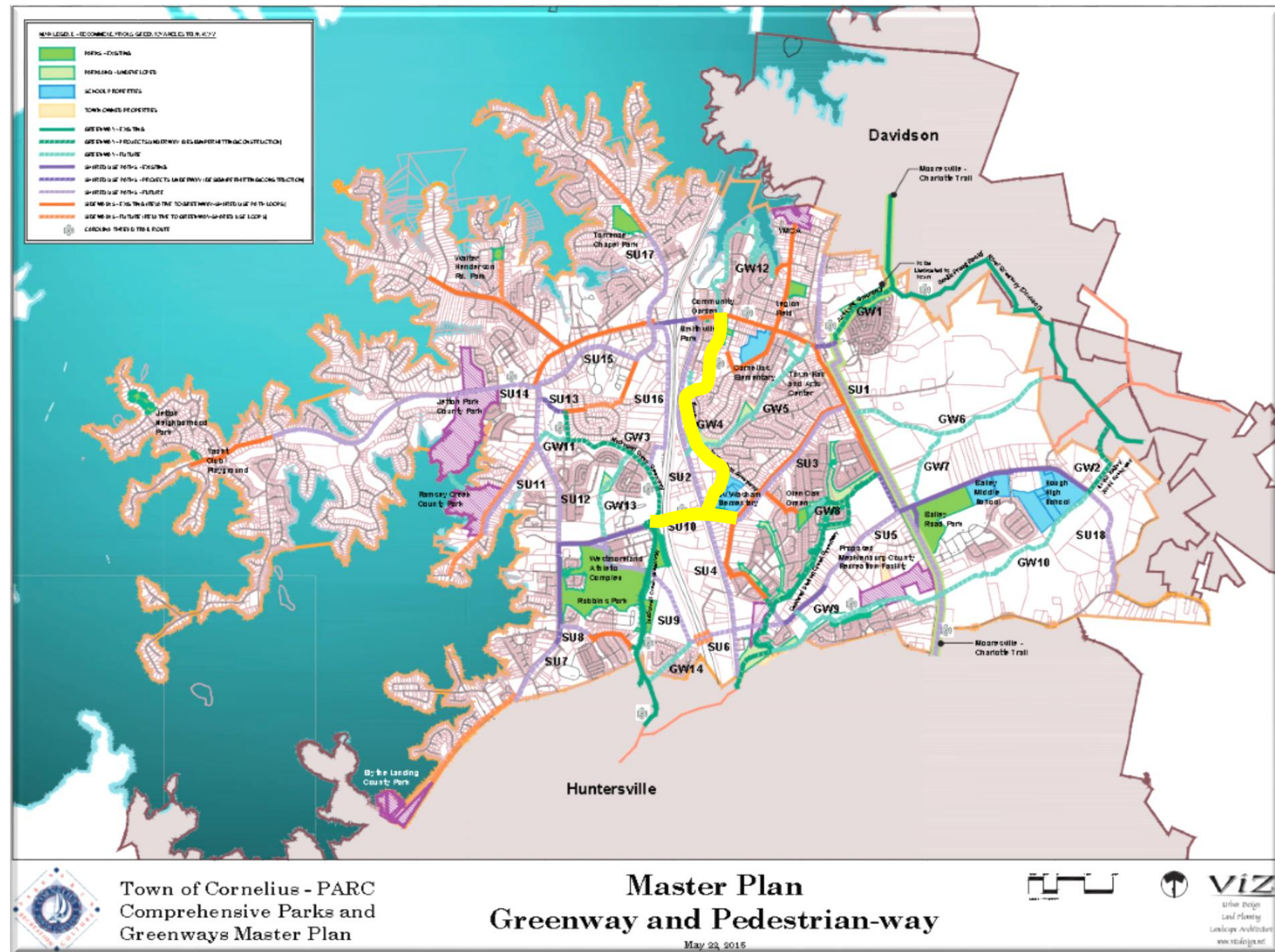
Name:	Description:	Type:
 <a href="#">2018-06-18_SMV-JVW_and_McDowell_Creek_Restoration_presentation_updated_6-11-18.pptx</a>	Design Contract Presentation	Cover Memo
 <a href="#">2018-0514_rev4_Town_of_Cornelius_EB-5777_and_Willow_Pond.docx</a>	Design Contract	Cover Memo
 <a href="#">2018-0514_rev4_Fee.pdf</a>	Design Fee	Cover Memo



Smithville-JV Washam Greenway  
Westmoreland Road Multi-Use Path and  
Upper McDowell Creek Stream Restoration  
Engineering Contract

Town Board  
June 18, 2018

# Identified in 2015 Parks and Greenways Master Plan

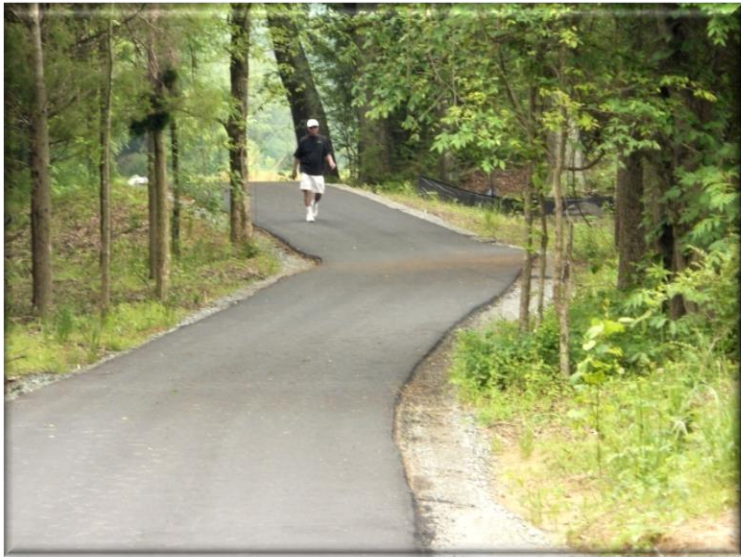




# Smithville Park/JV Washam Greenway and Westmoreland Road Multi-Use Path

1.6 mile greenway

0.7 mile multi-use path





# Westmoreland Road Existing Conditions:

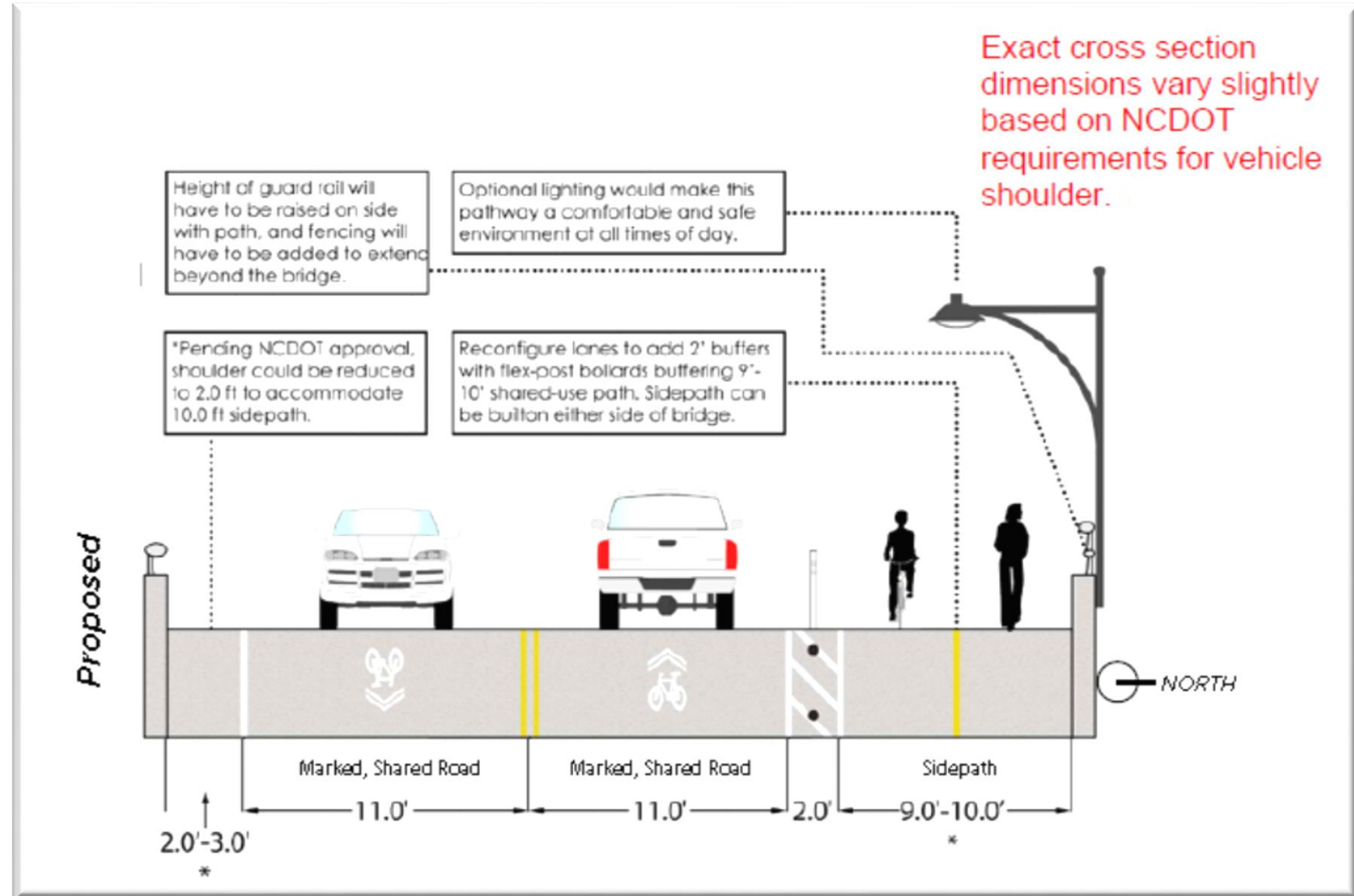
Unsafe bike/pedestrian  
condition





# Westmoreland Road Multi- Use Path Future:

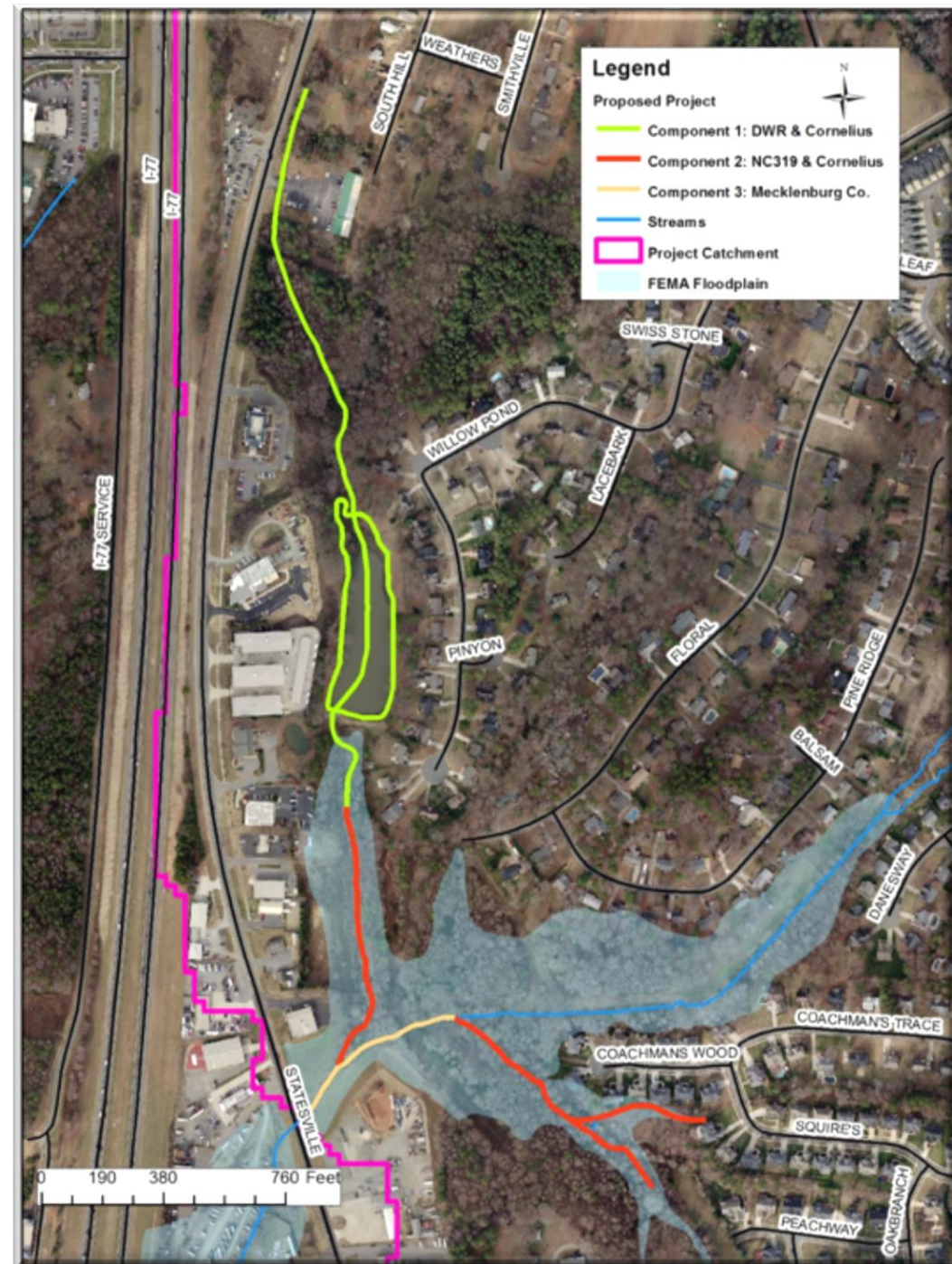
Multi-use path added to  
existing bridge deck



# Upper McDowell Creek Stream Restoration Background:

Identified in 2008  
McDowell Creek  
Watershed Management  
Plan

2<sup>nd</sup> highest ranked sub-  
watershed project





# Willow Pond Existing Conditions:

Dam failure





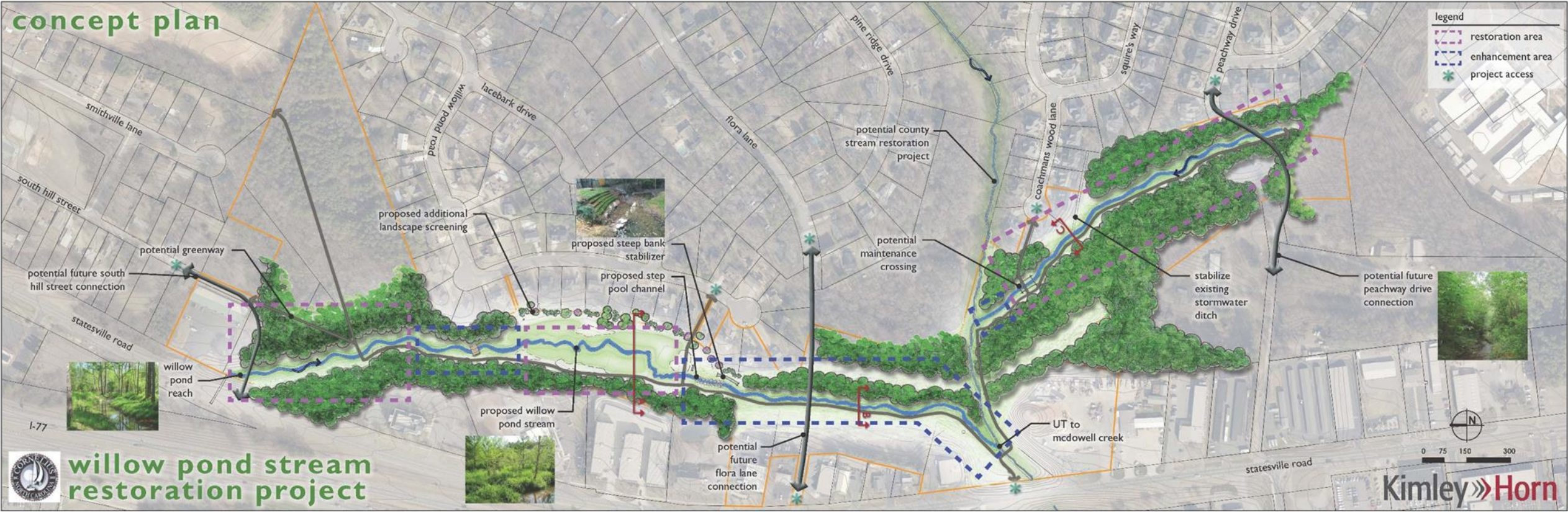
# Upper McDowell Creek Existing Conditions:

Creek channel  
incised





# Upper McDowell Creek Stream Restoration:





# Upper McDowell Creek Future:

Meandering creek  
alignment





# Upper McDowell Creek Future:

Laid back creek  
bank and  
vegetation



# Project Timeline:

- Design: 2018-2019
- ROW/Easements: 2020-2021
- Construction: 2022-2023



# Project Cost Estimate (combining all 3 projects):

Engineering and Permitting (\$50,000-Meck. County portion):	\$ 735,000
Right of way, easements and acquisition:	\$ 503,600
Construction (\$150,000-Meck. County portion):	\$4,050,000
<u>Contingency:</u>	<u>\$ 405,000</u>
Total:	\$5,693,600

# Project Funding:

NCDOT grants for greenway and MUP:	\$2,400,000
NC DWR grants for stream restoration:	\$ 400,000
2013 park bond for greenway:	\$1,050,000
Mecklenburg County share of stream restoration:	\$ 220,000
<u>Town CIP funds for greenway, MUP &amp; stream restoration:</u>	<u>\$1,623,600</u>

Total: \$5,693,600

# Recommendation:

- Approve Kimley-Horn Associates agreement for engineering the Smithville-JV Washam Greenway, Westmoreland Road Multi-Use Path, and Upper McDowell Creek Stream Restoration project, and provide Town Manager and Town Attorney authority to finalize the agreement.

## **ATTACHMENT 1**

### **SCOPE OF SERVICES FOR:**

#### **Smithville-to-JV Washam Greenway and Westmoreland Road Multi-Purpose Corridor (EB-5777) and Upper McDowell Creek Tributary Stream Restoration**

#### **PROJECT UNDERSTANDING**

The Town of Cornelius (“Owner”) has selected Kimley-Horn (“Engineer”, “KH” or “Consultant”) to provide professional planning, design, and land acquisition services for the Smithville-to-JV Washam Greenway and Westmoreland Road Multi-Purpose Corridor (EB-5777) and Upper McDowell Creek Tributary Stream Restoration (the “Project”). The Project is located in northern Mecklenburg County, within the Town of Cornelius municipal limits. The greenway portion of the Project will connect Catawba Avenue at Smithville Park to Westmoreland Road near JV Washam Elementary School and provide access to both the park and the school, as well as surrounding residences and businesses. The greenway consists of a trail and connectors approximately 1.6 miles in length. The greenway shall be constructed of a combination of asphalt, concrete, and boardwalk surfaces, and may require grade-separated crossings (such as pedestrian bridges) and at-grade roadway crossings. The greenway will have multiple connections to the adjacent roadway system and surrounding neighborhoods.

The multi-purpose corridor portion of the Project will connect McDowell Creek Greenway to the intersection of Westmoreland Road and Washam Potts Road. The multi-purpose corridor is approximately 0.7 miles in length. The corridor traverses the Westmoreland Road bridge over I-77 and will require a shift in the vehicular travel lane in order to accommodate a buffered multi-use path on the northern side of the bridge deck. Pedestrian/bicycle safety improvements will also need to be made approaching and crossing the bridge deck. The greenway and multi-purpose corridor portions of the Project are funded in part by a North Carolina Department of Transportation (NCDOT) Transportation Improvement Program (TIP) grant and thus must follow the requirements outlined by NCDOT for project review.

The storm water/stream restoration portion of the Project involves the planning, design, and future construction administration services, including design and construction documents for up to 6,000 linear feet of stream restoration in the McDowell Creek Watershed, generally from Highway 21 (south of Catawba Avenue) to north of J.V. Washam Elementary School. This portion of the Project is expected to include multiple stream reaches including the removal of a dam and the restoration of the resulting stream. The Project extents may be broken into several project reaches based on schedule and funding availability. The Project must follow the requirements outlined by the NCDEQ – DWR – Section 319 – Non-Point Source Pollution Control Grant and the NCDEQ – DWR – Water Resources Development Grant along 2 minor stream corridors, which will be managed and paid for, in part, by the Town. The Project must also follow the Mecklenburg County Storm Water Services requirements on the McDowell Creek major stream corridor, which will be managed and funded entirely by the County.

The Engineer shall perform the following scope of services:

## **SCOPE OF SERVICES**

The Engineer shall coordinate all work with the Town of Cornelius, the North Carolina Department of Transportation, and Mecklenburg County Storm Water Services Department.

### **Task 1: Pre-Planning Phase**

The Engineer will perform pre-planning phase services, including three major subtasks, which are outlined in detail below:

1. Survey and Base Mapping
2. Geomorphic Assessment and Reference Reach Data Collection
3. Wetland Delineations and General Site Assessment

#### **Task 1.1: Survey and Base Mapping**

The Engineer will utilize a subconsultant (CES Group Engineers, LLC) for surveying and mapping services outlined in this task.

All survey and mapping services will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47- 30 (Mapping Requirements) and North Carolina Administrative Code - 21 NCAC 56.1606 (Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne, and Spaceborne Surveys).

The Engineer will conduct one preliminary field visit with up to two key Project personnel to assist with identification of survey limits.

The Engineer will provide a survey figure to the subconsultant defining the features to be surveyed on the Project.

The Owner will provide the Engineer a copy of all existing, available data in hard copy and digital format to assist in the design phase.

- A. Aerial Topographic Survey: Subconsultant will perform Aerial Topographic Survey within an approximate corridor of greenway and stream corridor as defined on the survey figure. Aerial surveys will be supplemented by field surveys in obscured areas and field classifications of existing planimetric and topographic features inside the project limits. Items to be included in this Aerial survey are existing buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. Buildings and houses will be dimensioned and shown with corresponding finish floor elevations at entrances. This data should be utilized as the base data for the project. The Engineer shall use, to extent possible, the flown survey data along with GIS and topographical information provided by or available by request from Mecklenburg County.
- B. Property Data: Engineer will provide property data consisting of Tax Office, GIS information, and Register of Deeds data to retrieve current ownership of parcels (up to 30 parcels) within the project survey limits. Engineer will utilize this information to determine the existing property lines and public right-of-way.

Subconsultant will perform field surveys of existing parcels adjacent to the proposed greenway alignment. Locations at existing parcels are limited to apparent existing property corners. For parcels less than one acre, Engineer will survey all property corners. For parcels greater than 2 acres, Subconsultant will survey only the corners adjacent to the corridor. All property lines, existing right-of-way lines, property owner names and parcel identification numbers will be mapped into the survey CAD file.

Property boundary locations will be shown giving length and bearing on each straight line and interior angles radius and length of curved lines will be shown for the subject parcel and associated rights-of-way. Property lines not surveyed will be shown but will be clearly indicated as being "from records only". Visible encroachments and easements of record where readily obtainable will be located and shown. Adjacent properties will be noted with owner name and legal reference.

- C. Property Owner Contact List: Engineer will coordinate with the Town of Cornelius to provide names and addresses of each property owner (up to 30) within the project limits. Engineer will draft a letter for the Town of Cornelius to send out on their letterhead notifying property owners of the anticipated start date, survey phase duration, and need for property access by Engineer. All questions and comments should be addressed to the Town and shall be noted in the letter. Property owner contact list will be developed based on Tax Office, GIS information, and Register of Deeds data.
- D. Control Surveys: Subconsultant will establish four (4) GPS control points horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). The project's units will be the U.S. Survey Foot. GPS Control Points are to be placed at beginning and end of the project route.

Subconsultant will perform a control survey of the entire project area. This control system will be used as a basis for all surveys, design and construction of the project. Control stations will be inter-visible and monumented with iron rebar for future use at approximately 500 feet intervals throughout the project area per NCDOT Standards. These points may be referenced throughout the lifespan of the project. Subconsultant will provide project coordinates (northing, easting and elevation) for each point.

- E. Establish Temporary Benchmarks: Subconsultant will establish project vertical control on the ground for the project. Temporary benchmarks are to be spaced approximately 1000 feet apart and set as a spike or lag bolt in a tree or other like feature/structure. The Project will be tied to the North American Vertical Datum of 1988 (NAVD88).
- F. Topographic Survey: Subconsultant will perform field survey of existing planimetric and topographic features inside the project limits. The project limits (survey corridor) are approximately 29 acres. The survey includes existing buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. Edges of wooded areas will be field located. Buildings on-site will be dimensioned and shown with corresponding finish floor elevations at entrances. Subconsultant will field locate individual trees greater than 15" dbh.

The topographic survey will include but not be limited to spot elevations on paving and other hard surfaces and will be to the nearest 0.01 foot. On other surfaces, spot elevations will be shown to the nearest 0.1 foot. Contours will be generated at one (1) foot intervals. Error of contours shall not exceed applicable National Map Accuracy Standards (plus or minus one-half contour interval). Subconsultant will also prepare a surface file in CAD and XML formats.

- G. **Utility Data:** Subconsultant will field survey utilities in the project area (Class B SUE standard) using record information provided by the Town or its representatives and visible surface evidence solely. Engineer will contact the North Carolina One-Call Center (NCOCC) for Utility Location on the project. Any utility paint markings provided by the One-Call process will be located and shown on the final drawings. Upon notification by One-Call, Engineer will contact each utility provider to ascertain available record information. Survey will include visible above ground utility features within the survey corridor limits, including sanitary sewer manholes, tops, inverts, pipe materials, diameter, and appropriate labels.
- H. **Storm Drain Data:** Subconsultant will perform field surveys of visible storm pipe and structures within the survey limits including tops, inverts, pipe materials, diameter, and appropriate labels. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project. Engineer will coordinate with the Town of Cornelius to obtain access to all blocked or inaccessible structures as needed.
- I. **Stream Survey:** Engineer will obtain survey information necessary for the design of stream enhancements along McDowell Creek and Tributaries. Limits will be indicated in the survey figure. The channel and floodplain information will include centerline, thalweg (i.e. deepest point), normal water surface, toe and top of bank, major changes in slope of the bank such that an accurate plan and profile can be generated. The survey will capture the size, location, and inverts of any culverts or bridges. Road profiles of channel crossings will be obtained approximately every 100'.
- J. **Pond (Bathymetric) and Dam Survey:** The Engineer will obtain information on the Dam, Pond, and outlet that of detail to design for the removal of the pond and conversion back to a stream and wetland system. This information will include a profile of the top of dam, width of crest, changes in slope, and permanent water surface elevations. The existing outlet structure of the spillway and outlet work (i.e. drains – if any will be field located and described. A Pond Bathymetric survey of the of the pond bottom (i.e. below the water) will be completed to generate a topographic map with horizontal and vertical accuracy to generate 1 foot contours of the pond bottom.
- K. **Survey Deliverable:** A CAD drawing in AutoCAD format will be prepared. Standard Layers and Line type conventions of a mutually agreed upon set of CAD Standards will be followed. Text will be formatted for a scale of 1" = 20' and sheet size of 24" x 36".
- L. **Easement Maps:** See **Task 5.2**, this scope of services.

#### **Task 1.1 Deliverables:**

- A. **Survey and base mapping for project limits.**

### **Task 1.2: Geomorphic Assessment and Reference Reach Data Collection**

KH will perform the following natural channel design assessments and measurements (Rosgen Level II and III):

- Representative riffle and pool cross section (10 total maximum)
- Representative pebble counts for classification (maximum of 5 locations)
- Pebble counts at riffles for hydraulic computations (maximum of 5 locations)
- Bank Erosion Hazard Index (BEHI) and Near Bank Stress (NBS) (at identified “critical” areas)

Engineer will compile regional curve data, Engineer reference reach database information including information from previously restored sections streams in the McDowell Creek Watershed (Torrence Creek, Torrence Tributary 1, Torrence Tributary 2, McDowell main stem above Gilead, McDowell Trib)., The data as described above will be used to generate a reference reach database and project curves. The data as described above and the project reference reach database will be used to generate a morphology table and design parameters. This data is for performing analysis only and will not be added into the base mapping prepared in Task 1.1

### **Task 1.3: Wetland Delineations and General Site Assessment**

Engineer will perform an office and visual site assessment including the following:

- A cursory review of NRCS soil mapping along stream.
- Desktop review of Environmental Data Resource (EDR) report ordered specifically for this site including historical aerials.
- Identify and determine the potential for rare, threatened, or endangered (RTE) species habitat and the potential affect (if any) of this project on that habitat. Identify and determine the presence of historic, cultural or archeological resources and the potential affect (if any) of this project on the resource.
  - Engineer will send concurrence letters to the Natural Heritage Program (NHP), State Historic Preservation Office (SHPO), Wildlife Resources Commission (WRC) and US Fish and Wildlife Service (USFWS). Engineer will confirm with the Town prior to sending concurrence letters, as the Town may elect to perform part of this subtask.
- Define vegetation communities per NC Wetland Assessment Method (WAM) or similar.
  - Engineer will list observed species, dominant stratum, and note invasive/exotic species.
- Locate areas of severe erosion of visible channel problems and/or constraints.
- Storm drain features (ditches/storm drain pipes) for condition and potential to add water quality BMPs at outfalls (i.e. level spreaders, pocket/floodplain wetlands, or regenerative stormwater conveyance (RSCs)).
- Review for potential constructability issues (access, staging, and potential on-site spoil areas)
- Review location of proposed greenway and impacts on stream stability

For wetland and stream delineation, mapping, wetlands, stream and buffer permitting the Engineer assumes that the project will require a USACE Nationwide permit and NCDEQ water quality certification. The wetland boundaries will be flagged and located using sub-meter GPS equipment. Engineer will determine the absence or presence of wetlands and state open waters within the project corridor utilizing the three parameter approach for wetland delineation as described in the *1987 Corps of Engineers Wetland Delineation Manual*. The jurisdictional limits will be flagged following the guidelines presented in the *Interim Regional Supplement to the U.S. Army Corps of Engineers Manual: Eastern Mountains and Piedmont*. KH will determine the absence or presence of jurisdictional streams utilizing the current North



Carolina Division of Water Resources (NCDWR) stream identification methodology. Due to timing, it is assumed that the wetland boundary may not be included in the field surveys performed by the survey subconsultant and may need to be added based on the GPS coordinates. Engineer will also perform the following with the delineation:

- Complete Wetland field forms including: *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0)*, April 2012. Wetland Determination Data Form - Eastern Mountains and Piedmont Region and NC WAM Assessment form
- Complete stream forms including: NCDWR Methodology for Identification of Intermittent and Perennial Streams and Their Origins; Version 4.11; September 1, 2010, and USACE Stream Quality Assessment Worksheet; version 06/03.

## **Task 2: Route Analysis**

The Engineer understands that the mainline greenway will be approximately 1.6 miles in length, following the alignment as shown in the previous Willow Pond Feasibility Study performed by Kimley-Horn. The Engineer assumes the width of the greenway will be 10 feet, per direction from the Town.

There are multiple sections that will require alternatives analysis, including but not limited to:

1. Greenway segment through Smithville Park.
2. Greenway segment along and crossing Smith Circle Connector (Nannie Potts Lane), a future Town road, from Smithville Park to Willow Pond.
3. Greenway segment south of existing Willow Pond to JV Washam Elementary School.

The Engineer understands the limits of the multi-use path extend 0.7 miles from Washam Potts Road to the future at-grade roadway crossing of McDowell Creek Greenway over Westmoreland Road, west of Interstate 77. The Engineer understands the typical section of the multi-use path along Westmoreland Road, provided by the Town, is 8 feet width and a 5-foot minimum buffer. Buffer widths may be altered during Task 2, based on site constraints, and shall be approved by the Town and NCDOT. The Engineer assumes the typical section across the existing Westmoreland Road bridge over Interstate 77 will be based on the following information provided by the Town and NCDOT:

- i. 4' shoulder
- ii. (2) 11' travel lanes
- iii. 2' buffer for flexible delineators
- iv. 8' space for multi-use path

The Engineer understands there are multiple adjacent projects within the project corridor, being completed by others. The projects include:

1. Proposed Superstreet along US 21 project by NCDOT (being completed by Consultant, RS&H), which includes an intersection improvement to US 21 and Westmoreland Road. This coordination may require multi-use path accommodations at the intersection, considering future improvements, but constructed in a temporary condition. The Engineer assumes the final crossing configuration will be constructed with the NCDOT project.
2. Nannie Potts Lane, a Town project, which is a new alignment roadway connection which bisects the project corridor. This coordination may require multi-use path adjacent to the new roadway (distance to be determined) and an at-grade crossing of the roadway.

The Engineer assumes Mecklenburg County GIS data will be utilized as a basis for the Route Analysis phase of the project, until receipt of survey. At a minimum; this will include contours, property lines, buildings, roadways and tree lines.

The Engineer will perform the following tasks during the Route Analysis phase:

#### **Task 2.1: Identify Alternatives**

1. The Engineer shall conduct one site visit with the Town's Project Manager and up to 2 of the Engineer's staff members to perform general site reconnaissance prior to initiating the alternatives development.
2. The Engineer shall analyze and document up to two (2) feasible alternatives in summary form as the basis for establishing the alternatives for detailed evaluation. The alternatives may be mutually exclusive alternatives or combinations of segments of the 2 developed alternatives as part of this task.
3. The Engineer will develop a planning-level cost analysis for each of the alternatives developed as part of this task. The cost analysis will include a preliminary opinion of probable construction cost and utilize an appropriate analog for developing a project real estate cost. The Engineer will request recent appraisal information on adjacent parcels and other recent easement acquisition costs from the Town on parcels of similar composition and characteristics. The cost analysis will also include a breakdown of permitting costs for each alternative.
4. The Engineer shall provide a summary of the advantages and disadvantages of each alternate.

#### **Task 2.2: Preferred Alternative**

The Engineer will develop a conceptual alignment for the greenway. For this task, the "default" alignment is assumed to be the alignment developed in Task 2.1. Minor greenway alignment shifts may be explored in the refinement of the concept alignment for the greenway. The Engineer will perform the following tasks:

1. Mainline greenway alignment - develop concept-level, mainline greenway alignment to connect between the established northern and southern greenway termini. This process is anticipated to include the development and review of minor greenway alignment shifts to best accommodate the project developed Design Parameters within the developed concept design. Vertical design considerations (utilizing GIS data) will generally contribute to the greenway alignment though a formal profile will not be developed.
2. Greenway connections - identify and review possible opportunities for greenway connections to adjacent complimentary land uses. The agreed to connections will be incorporated into the concept design documents.
3. Crossings - stream and road crossings will be preliminarily sized to approximate the span and height or modifications required based on concept level hydraulic modeling. Detailed design and calculations are not included in this scope of services.
4. Key infrastructure – the need for structural support elements such as bridges, boardwalks, retaining walls, slope stabilization, and low creek side greenways will be identified and preliminarily sized to approximate the structure limits based on the developed conceptual Greenway design. Detailed design and calculations are not included in this scope of services. For required bridges and culverts listed in the Background section, the Engineer shall determine an economical type of construction and span arrangement for the site. No structural design is assumed.
5. Preliminary stream hydraulic analysis - McDowell Creek is a FEMA regulated stream studied by detailed methods. The Engineer will obtain the effective HEC-RAS modeling for McDowell Creek

from Mecklenburg County Storm Water Services. The model will be used to evaluate the feasibility of the proposed greenway and its crossings by preliminarily modeling areas of proposed fill or structures that encroach or cross the floodway. The modeling effort will include a duplicate effective, corrective effective and proposed conditions model run(s). These models will not be submitted to Mecklenburg County Storm Water Services, the State of NC, or the FEMA for review. It is assumed that no modifications will be made to the effective hydrology and that no routing will be performed for the proposed improvements. It is assumed up to five iterations of the proposed conditions will be analyzed for this task. The results of the hydraulic modelling will be summarized in the planning report. A NCDOT Bridge Survey Report (BSR) or Culvert Survey Report (CSR) is not assumed with the planning phase.

6. Major utility considerations – review available collected data and summarize key utility considerations on the developed conceptual Greenway design. If an existing utility is in substantial conflict with the concept greenway alignment (based on available data or supplemental survey), a concept resolution methodology will be developed (move the greenway, relocate the utility, etc.).
7. Review effective Federal Emergency Management Agency (FEMA) mapping and modeling.
8. Review Surface Water Improvement and Management (SWIM) and Post-Construction Storm Water Ordinance (PCSO) requirements.
9. Field review - up to three of the Engineer staff will organize and attend a field walk with the Town to review the developed conceptual Greenway design. The Engineer will prepare color figures for distribution to the attendees and will document the discussion/decisions/action items from the field walk.
10. Greenway amenities - the Engineer, the Town, and the County will attend up to two meetings to discuss potential amenity types and locations specific to this Greenway. Up to two of the Engineer staff team members will attend the meeting.

The Engineer will prepare a concept alignment map for the multi-use path based on the location determined in the field meeting and information provided in the survey. The Engineer will hand sketch the optimal greenway alignment with input from our wetland scientists and landscape architects. The Engineer will illustrate the alignment in computer rendered format, superimposed on the GIS/Lidar data, including survey data if available, and aerial photography at a 1" = 100' scale. One hard copy (each) and electronic copy of the alignment map will be submitted to the Town, NCDOT, and County for review. The alignment will be revised based on comments received at the concept design review meeting and displayed on a roll plot to serve as a map to be used during public involvement.

The Engineer will develop a preliminary opinion of probable construction cost for the Preliminary Design.

*The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

## **Task 2 Deliverables:**

- A. Concept Design Exhibits/Maps – for Alternatives Analysis**
- B. Preliminary Design Scroll and Illustrations for use in Public Meetings**
- C. Preliminary Opinion of Probable Construction Cost (OPCC)**

### **Task 3: Permit Plans Phase**

The Engineer shall prepare design drawings for submittal, modification, and approval by the Owner. These plans will be considered the Permit and Real Estate Plans. The Engineer shall revise the plans based on comments received from the Owner and/or at the public meetings, or to respond to site conditions, as outlined below.

Centerline to be surveyed and staked by Engineer's field surveyor for verification by Owner and KH, as described in Task 3.3, prior to geotechnical borings.

#### **Task 3.1: Geotechnical Services**

The Engineer will utilize a subconsultant (Falcon Engineering, Inc.) for geotechnical investigations and the subsurface report and provide the following:

- I. Two (2) borings for each proposed bridge, one near each end bent location, advanced to depths appropriate for driven pile design. We anticipate the bridges will be single spans, and foundations will consist of driven steel (likely HP 12x53), or timber piles.
- II. A total of twenty (20) borings along the proposed greenway. Borings will generally be spaced out approximately every 500 feet. Bridge borings will be considered as part of the spacing and therefore no greenway borings will be within approximately 500 feet of any bridge. Borings will be advanced to depths of up to 10 feet if performed with the SPT drill rig. Borings along Westmoreland Road, and select borings in areas excessively difficult to access may be performed using hand augers, Dynamic Cone Penetrometer (DCP), and/or NCDOT rod soundings, to depths of up to 6 feet. If auger refusal or caving soils are encountered prior to the planned depth, the borings will be terminated.
- III. Bridge and greenway borings are included in the base scope. An additional allowance for up to twelve (12) retaining wall borings and ten (10) boardwalk borings is included, along areas which will generally be traversed by the drill rig for greenway or bridge boring access.
  - a. The allowance is based on the following assumptions for retaining walls:
    - i. No more than three (3) individual retaining walls.
    - ii. One planned greenway boring will be at/near each retaining wall.
    - iii. Average retaining wall length of 400 feet or less with borings every 100 feet.
    - iv. Average retaining wall height of 7-8 feet or less.
    - v. Average boring depth of 15 feet or less.
  - b. The allowance is also based on the following assumptions for boardwalks:
    - i. No more than four (4) individual boardwalks.
    - ii. One planned greenway or bridge boring will be at/near each boardwalk.
    - iii. Total boardwalk length is 450 feet or less with borings every 45 feet.
    - iv. Average boring depth will be 50 feet or less.
    - v. No rock coring is proposed. Boardwalk borings will be advanced to refusal, two (2) consecutive samples of weathered rock, or to adequate bearing for the anticipated foundation type plus three (3) additional samples, whichever occurs first.
- IV. Laboratory testing on select soil samples.
- V. Preparation of subsurface investigation report in general accordance with NCDOT Geotechnical Unit procedures and guidelines for bridge (and boardwalk) foundations, retaining walls, and greenway.

- VI. Preparation of structure foundation recommendations (including boardwalks), retaining wall recommendations, and greenway recommendations in general accordance with NCDOT Geotechnical Unit procedures and guidelines.

Borings will be laid out in the field using GPS coordinates. Engineer will contact the North Carolina One Call Center (NCOCC) to request that utilities be located on site. Clearing will be needed to provide access for the drill rig to some of the boring locations and may be performed by hand with chainsaws, a Fecon Bullhog, or similar rotating hydraulic drum mulcher. Based on the length of greenway within wooded areas, we anticipate up to two (2) days of mechanized land clearing will be required for access. Some damage to the ground surface will occur. Engineer will backfill the soil borings with soil cuttings prior to demobilizing from the site and no other site restoration is included at this time.

All borings will be drilled using an all-terrain-vehicle (ATV) mounted drill rig equipped with mud rotary drilling equipment and an automatic hammer. Standard penetration tests will be performed in accordance with the American Association of State Highway Transportation Officials (AASHTO T-206-87).

#### *Laboratory Testing*

Soil samples collected using the split-barrel sampler during drilling will be visually classified in the field in general accordance with the AASHTO Soil Classification System. Select soil samples will be tested in our laboratory for natural moisture (AASHTO T-265), Atterberg limits (AASHTO T-98 & T-90), and gradation analysis (AASHTO T-88) (up to 12 samples in base scope plus an additional 11 samples in the allowance) and organic content (AASHTO T-267) (up to 3 samples).

#### *Report Preparation*

Engineer will prepare a Structure Foundation Investigation report to include: field and laboratory test results, boring logs, subsurface cross sections, color photographs of the site, and foundation recommendations for each bridge bent and boardwalk support.

The engineering report will be similar to Section 100-6 of the North Carolina Department of Transportation (NCDOT) Geotechnical Unit Procedures and Guidelines Manual (Guidelines), except it will have less detailed subsurface descriptions and will have “final” foundation recommendations. A summary sheet of recommendations along with notes/comments for each bridge bent and boardwalks will be generated. LRFD foundation analysis and design will be performed in accordance with the NCDOT Geotechnical Engineering Unit Bridge Foundation Design and current AASHTO procedures. Final logs for the greenway borings will be included with the structure foundation report along with general construction recommendations for the greenway. Engineer will provide a geotechnical assessment and general recommendations for design and construction of slopes/walls as necessary.

### **Task 3.2: Drainage Design and Stream Hydraulic Modeling**

#### **A. Hydraulic/Drainage Design of Greenway**

The Engineer will perform preliminary hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the multi-use path plans. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with; GIS contour information, USGS Quad maps, FEMA information, and flown topography mapping. The anticipated tasks associated with the drainage evaluation concurrent with the Permit and Real Estate Plans include:

1. Size all cross pipes along greenway alignment and determine critical greenway profile minimums to allow for the proposed cross pipes. Incorporate these critical profile control points to establishing the vertical greenway alignment.
2. Design proposed ditches necessary to appropriately drain low areas adjacent to proposed greenway and to replace existing ditches impacted by the proposed greenway.
3. Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed greenway.
4. Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
5. Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.
6. Draft the anticipated ditches and final cross pipes into the multi-use path profile sheets.

#### B. Stream Hydraulic Modeling

McDowell Creek is a FEMA regulated stream studied by detailed methods. Sections of the proposed alignment will encroach into the effective FEMA floodway requiring hydraulic modeling and analysis. Based on the preliminary alignment of the greenway, the Engineer anticipates that the floodway/floodplain encroachment can be approved by the County Floodplain Administrator as a No-Rise Certification under a Floodplain Development Permit). The Engineer does not guarantee the approval of a No-Rise and if required a Condition Letter of Map Revision (CLOMR) would be considered an additional service. The Engineer will perform hydraulic modeling and prepare a Floodplain Permit submittal package as follows:

1. Obtain the FEMA HEC-RAS Stream model for McDowell Creek from Mecklenburg County. Utilize the provided HEC-RAS Stream Model to evaluate the proposed greenway improvements to regulate floodplain. Areas of proposed fill or structures that encroach or cross the floodway will be evaluated. The modeling effort will include a duplicate effective, corrective effective and proposed conditions model run(s). This model will incorporate corrections to the received HEC-RAS model, as well as project specific survey data and gather supplemental hydraulic surveys, which will be incorporated into the model. KH will prepare and hydraulic modeling in HEC-RAS v5.0 format using the following assumptions:
  - a. Hydrology - The peak discharges for the 2, 10, 25, and 100-year storms will be based on existing FEMA model data (obtained from the County). No separate hydrologic analysis will be performed.
  - b. Hydraulics - Engineer will use the existing effective or preliminary HEC-RAS to models (obtained from the County) to create a duplicate effective model. FEMA LiDAR (ncfloodmaps.com) data will be supplemented with the project specific topographic base mapping to create a surface for existing and proposed condition models.
  - c. KH will model design approaches to verify that the stream enhancement design and pedestrian bridge design generally complies with Mecklenburg County and FEMA requirements. It is anticipated that the stream enhancement and pedestrian bridge hydraulic design will be an iterative (maximum of 3 iterations assumed for this scope) process to find an enhancement approach that meets the ecological restoration goals, Floodplain Regulations of Mecklenburg County, and provides a No-Rise in Base Flood Elevations (BFEs).

### **Task 3.3: Permit and Real Estate Plans**

The Engineer will prepare Permit and Real Estate Plans consisting of multi-use path plans, centerline, vertical alignment, cross sections, construction limits, retaining wall plan and preliminary profiles, proposed easements, and pavement marking and signing plans. The designs will be performed in accordance with applicable Town, NCDOT, AASHTO and NACTO (National Association of City Transportation Officials) standards and guidelines. The Engineer will reference appropriate NCDOT Roadway Standard Drawings to indicate how vehicular and pedestrian traffic is to be maintained during construction of the project.

The Permit and Real Estate Plans will show the proposed stream restoration, enhancement, and preservation approaches. The plan will show stream alignments (existing and proposed), preliminary profiles, typical sections, and location of in-stream habitat and natural channel design bed and bank-stabilization structures. Details of proposed habitat and stabilization structures will be included.

The multi-use path centerline to be surveyed and staked by Engineer's field surveyor for verification by Owner and Engineer. One (1) field walk will be performed to confirm layout, account for significant trees, rock outcroppings, potential steeper slopes, private property connections, and make adjustments prior to geotechnical borings.

Engineer will prepare the multi-use path plans and stream rehabilitation plans on combined plan and profile sheets at a scale of 1"= 20' horizontal and 1" = 2' vertical. Engineer will prepare preliminary multi-use path cross sections at a scale of 1" = 10'. This submittal will include an opinion of probable construction cost. The Engineer will submit one (1) set of Permit and Real Estate Plans to the Town, one (1) set to County, and one (1) set to NCDOT for review. The Engineer will also submit, through the County, permit and real estate plans for review. Engineer will provide a Quality Control/Quality Assurance review of the plans prior to submittal.

The Engineer shall provide a list (in 8-1/2" x 11" format) of all staff review comments with a written response for each, indicating how each comment was addressed. One (1) round of comment responses to each agency are anticipated in this task. Additional responses to rounds of comments will be considered an additional service.

#### *Erosion and Sediment Control Design*

Engineer will design and specify erosion control measures which minimize erosion and limit off-site sedimentation during construction. Erosion control plans will include temporary construction access points using existing utility (Charlotte Water or other) access roads where possible. The design will be in accordance with the requirements of the NCDEQ and the Town. The Engineer will submit the necessary application, calculations, and erosion control plans to the NCDEQ Division of Land Quality Regional Engineer to apply for a grading permit.

### **Task 3.4 : Preliminary Structure Plans**

Engineer will develop preliminary structure plans as part of this task. It is assumed there will be 3 pedestrian bridges over McDowell Creek and its tributaries. The Engineer assumes boardwalk may be required based on limits of wetlands determined in Task 1. The preliminary plans will consist of plan and elevation views of each structure with a typical section and general notes.

The following items will be considered when developing the preliminary structure plans:

1. Bridge length, span options, and height above McDowell Creek based on hydraulic requirements.
2. The clear width for all pedestrian bridges and boardwalks shall be 10 feet.
3. The maximum vehicle live load on the pedestrian bridge and boardwalks shall be H-10.

Further description of the pedestrian bridge and boardwalk design parameters can be found in Task 6.

### **Task 3.5 : Preliminary Structure Modification Plans**

The multi-use path along Westmoreland Road crosses a 4-span steel girder bridge over Interstate 77. It is our understanding based on the functional design for the greenway that the existing one-bar metal rail on the north side of the bridge will be modified to meet minimum height and opening requirements for pedestrian use and flexible bollards will be placed on the slab as a barrier to separate traffic from pedestrians. The following subtasks will be completed as part of this task:

- I. Obtain Bridge Plans and Inspection Reports
  - a. The Engineer will contact NCDOT, either through the Town or directly, to obtain the existing bridge plans and inspection reports for the SR 2147 (Westmorland Road) bridge (NCDOT Structure Number 362) over Interstate 77.
- II. Structural Plan Preparation
  - a. The Engineer will develop preliminary plans for the modification of the existing one-bar metal rail on the north side of the bridge and the addition of a flexible bollards for pedestrian separation. The required rail modifications will be determined in the preliminary phase of the project. Options for the modifying the existing rail include:
    - i. Removal of existing one-bar metal rail and replacing with two-bar metal rail or ornamental railing/fence
    - ii. Removal of existing one-bar metal rail and parapet and replacing with NCDOT two-bar metal rail standard
  - b. This scope assumes structural modification plans are submitted with Permit and Real Estate plans to the Town and NCDOT for review. The addition of light poles on the bridge is not included in this scope of work.
- III. Structural Analysis
  - a. Kimley-Horn will conduct a limited analysis of the existing bridge based on the proposed bridge modification options. Final calculations and analysis package will be performed only for the selected option during the Construction Documents phase.

### **Task 3.6 : Field Review**

Engineer will participate in a “Plans in Hand” field review and revise the Permit and Real Estate Plans in accordance with the field review. The Engineer will submit three (3) sets of revised plans to the Town for approval to move forward to easement acquisition. Subconsultants will be utilized to develop plats and perform right-of-way services outlined below.

### **Task 3 Deliverables :**

- A. Permit and Real Estate Plans**
- B. Preliminary Structure Plans**
- C. Preliminary Structure Modification Plans**
- D. Opinion of Probable Construction Cost (OPCC)**



#### **Task 4 : Permitting and Coordination**

The Engineer shall be required to comply with the appropriate NEPA requirements as outlined in this task. The Engineer will also submit, track and apply for plan approval from the agencies listed below, code enforcement, floodway/ FEMA, NCDEQ, and Army Corps of Engineers approvals shall be the responsibility of the Engineer. Drawings, details, specifications, and studies necessary to obtain these approvals shall be the responsibility of the Engineer.

##### **Task 4.1: NEPA Documentation**

The Engineer will prepare a Scoping/Start of Study Letter and accompanying figures/graphics. The Start of Study Letter will include the project description, the TIP number, anticipated project schedule, and the type of documentation proposed for the project. Engineer will distribute the letter to regulatory agencies for collecting input on anticipated environmental permitting issues.

Engineer will prepare environmental documentation consistent with the National Environmental Policy Act (NEPA) of 1969, as amended, as federal funds will be used for construction. This task is based on the understanding that this project will be considered a Categorical Exclusion (CE), an action which defined in 23 CFR 771.117: does not induce significant impacts to planned growth or land use of an area; does not require the relocation of significant numbers of people; does not have a significant impact on the natural, cultural, recreational, historic, or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; and does not otherwise, either individually or cumulatively, have any significant impacts.

It is anticipated that a Type I and II Ground Disturbing Categorical Exclusion Action Classification Form will be the appropriate documentation for this project. In cases where there is one or more box checked (threshold values exceeded) in Part F of the “Categorical Exclusion Action Classification Form,” the Federal Highway Administration (FHWA) may individually approve the project as a CE upon receipt of the completed CE Action Classification Form and documentation that those threshold values exceeded will not have a significant effect on the environment. Engineer will prepare a Type I and II Ground Disturbing Categorical Exclusion Action Classification Form in accordance with current NCDOT and FHWA procedures. If further NEPA documentation is required by NCDOT or FHWA, it would be considered additional services. The Engineer will provide the following information and services to prepare a Type I and II Ground Disturbing Categorical Exclusion Action Classification Form for the Project:

1. *Part A: Project Description* – Engineer will describe the Project, including the project scope and location.
2. *Part B: Purpose and Need* – Engineer will describe the purpose of and the need for the project. Engineer will discuss the project’s compatibility with approved local plans and other programmed projects.
3. *Part C: Categorical Exclusion Action Classification* – Engineer will select appropriate level of CE documentation.
4. *Part D: Proposed Improvements* – Engineer will indicate the type of improvement(s) which apply to the proposed project.
5. *Part E: Special Project Information* – Engineer will note special design features, environmental information, or commitments, in addition to any permits that are anticipated.

6. *Part F: Threshold Criteria* – Engineer will complete an evaluation of threshold criteria as contained in the Categorical Exclusion Action Classification Form checklist for Ground Disturbing actions.
7. *Part G: Additional Documentation Required for Unfavorable Responses in Part F* – Engineer will briefly elaborate on issues addressed in Section F requiring additional documentation, indicated by an unfavorable response (yes or no answer outside of the provided box).
8. *Part H: Project Commitments* – Engineer will list any project related commitments
9. *Part I: CE Approval* – Engineer will complete Section I of the document, including project numbers and the appropriate signature from a representative staff member.

The Engineer will submit an electronic copy of the CE document to the Town and NCDOT for review and comment. Engineer will revise the document once per Town and NCDOT comments. If FHWA Approval Activities Threshold Criteria are marked “yes”, the Engineer will submit the revised document to FHWA for review and comment, and upon receiving one set of comments from FHWA, the Engineer will revise the document, submit a final electronic copy, and submit final copies for signature. If FHWA Approval Activities Threshold Criteria are not marked “yes”, the Engineer will submit a final electronic copy, and submit final copies for signature to NCDOT.

#### **Task 4.2: Environmental Permits**

Permit submittals shall include the following:

1. Mecklenburg County Land Use & Environmental Services Agency (LUESA);
  - i. Code Compliance/Building Permit for structures
2. Mecklenburg County Storm Water Services
  - i. Floodplain Development - Per the County’s Floodplain Regulations modifications to the watercourse will require the submission of a Floodplain Development Permit (FDP) with certification requirements including a flood impact assessment (FIA) study. It is anticipated that the project will be applied for as a No-Rise. KH will prepare and submit a FDP and FIA to Mecklenburg County. Engineer will meet with the County floodplain manager/staff and submit data and documentation requirements contained in the County Floodplain Regulations and Part 65 of the National Flood Insurance Program (NFIP) regulations and in the County’s/FEMA’s application/certification forms (if required). Engineer will make up to two rounds of revisions to the model and/or plans based on County comments. Engineer will schedule and attend one meeting with the County floodplain manager/staff. Engineer will submit the permit application on the County’s behalf. The Town will review the permit application and provide comments (if any) and signatures. The County will reimburse Engineer for the permit application fees.
  - ii. The post-construction Letter of Map Revision (LOMR) will need to be performed within 6 months of construction completion. This is not included in this fee but will be included in a subsequent scope/phase.
3. Town of Cornelius
  - i. The Engineer assumes the Town of Cornelius shall be excluded from any formal review and shall not require any Town permits. The Town has deferred all permitting to NCDOT and the County.
  - ii. The Engineer may send plans to the Town for informational purposes only.
4. North Carolina Land Quality Section of NCDEQ
  - i. Sedimentation and Erosion Control Permit - Engineer will prepare and submit a sediment and erosion control permit to the Mooresville Regional Office of NCDEQ. The permit application

package will include: NCDEQ E&SC checklist, Financial Responsibility Form (Signed by the Town), calculations package, Construction Plans, and application fee.

5. North Carolina Department of Transportation
  - i. The Engineer will submit a third-party encroachment agreement between the Town and NCDOT to the Local District Office (District 2, Division 10) for the greenway alongside Westmoreland Road, within or adjacent to, NCDOT Right-of-Way.
  - ii. The Engineer will submit an encroachment agreement between the Town and NCDOT to the Local District Office (District 2, Division 10) for the greenway segment across the existing Westmoreland Road bridge over Interstate 77.
  - iii. The Engineer assumes reviews at milestones outlined in this scope will be reviewed at the Local District Office (District 2, Division 10). The Engineer assumes there will be one (1) review at the Division 10 Level. Any additional local reviews will be an additional service – see Task 10.
  - iv. The Engineer assumes structures and hydro will be reviewed by the State / Central office and the project will be submitted to Special Studies Unit via the Town.
  - v. The Engineer assumes geotechnical reviews will be done at the Division 10 level.
  - vi. The Engineer assumes any additional review elevated to State Level for permitting will be an additional service – see Task 10.
6. U.S. Army Corp of Engineers and North Carolina Division of Water Resources
  - i. Jurisdictional Determination (preliminary JD)
  - ii. Section 404/401 (Nationwide Permit Assumed) - KH will prepare and submit on the Town's behalf the following: Agent Authorization (Signed by County), JD Forms, Pre-Construction Notification (the Permit), 401 Application Fee, a stabilization/restoration document.
  - iii. The Engineer assumes one (1) field verification meeting with the USACE and NCDWR to verify jurisdictional features within the project boundary.
7. Charlotte Water (coordination only)
  - i. The Engineer shall coordinate only and shall not become responsible for design or construction by Charlotte Water as a result of performing the work of this task.
  - ii. The Engineer shall coordinate any encroachment into Charlotte Water ROW or easement with Charlotte Water.

Normal and reasonable meetings (one per agency) are included in this task with each of the above agencies during the course of preparing appropriate permit applications.

Two (2) rounds of drawing revisions due to reasonable regulatory review are included in this Scope.

The Section 401/404 (USACE and NCDEQ) Permit listed above permits can be submitted after the approval of the Preliminary Design drawings and concurrently with the Permit and Real Estate Plans.

*Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and past experiences.*

#### **Task 4.3: Utility Coordination**

The Engineer shall not be or become responsible for design or construction by utility companies as a result of performing the work of this section.

The Engineer shall provide coordination with privately owned utilities which may be affected by the design of the Project and whose respective owners are responsible for the design and adjustments to these utilities (if any). Coordination of utilities and utility plans shall include the following tasks:

A. Utility Analysis

- (a) Identify Utility Agencies and/or Owners - The Engineer will utilize all available resources, including but not necessarily limited to the NC One Call, previous projects and on-site visits to identify utility facilities within the project limits.
- (b) Develop Utility Contact List - The Engineer will make contact with utilities and/or agencies to establish appropriate contact personnel. Information collected includes: type of utility company name personnel name, shipping address, phone numbers (office, mobile, fax), and e-mail address.
- (c) Distribute Plans - Engineer will distribute plans in formats provided by designer to utilities (hardcopy, PDF, Microstation and / or AutoCAD).

B. Utility Owner Concurrence:

- (a) Preliminary Utility Meeting - Engineer will conduct preliminary utility meetings with the utilities and Client to review project plans and schedules. Utilities will be requested to verify existing facilities, provide as-built information and propose resolutions to conflicts with roadway construction. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.
- (b) Individual/Field Meetings - Engineer will conduct individual/field meetings with the utilities to review their facilities in relation to the proposed project. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.
- (c) Collect and Review Utility Plans and Data - Engineer will collect as-built plans as well as marked plans from utilities and prepare a utility conflict analysis. Engineer will call out conflicts with respect to roadway plans, constructability as well as conflicts among utilities.
- (d) Identify Utilities with Compensable Rights - Engineer will investigate prior right claims made by utilities submitting such claim. Engineer will request appropriate documentation from utilities to validate prior rights (recorded easement / right-of-way or adverse possession) and assist utility with the completion of appropriate Relocation Agreement.
- (e) Utility Design Meetings - Engineer will conduct utility design meetings to review conflict resolution and constructability of utility relocation plans, schedules for installation cutover and removal of old facilities. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.

- C. Utility-by-Others (UbO) Plans - Engineer will prepare UbO plans for required private utility relocations within the project limits using the software specified by the Client. UbO plans will be submitted for review at periodic stages established by the Client. Engineer will conduct individual meetings with the utilities to review the UbO plans, estimates, and work schedules for accuracy and constructability.

**Task 4 Deliverables –**

- A. NEPA Documentation**
- B. Permit Applications for Agencies listed above**
- C. Utility-by-Others Plans**

## **Task 5 : Right-of-Way Phase:**

This task will be performed by the Engineer and subconsultants at direct cost per parcel, as outlined in the fee spreadsheet. The specific subtasks are described in detail below.

### **Task 5.1: Right-of-Way (ROW) Assistance**

The Engineer will utilize a subconsultant for land acquisition (ROW and easements) services. The Engineer will identify the required ROW and easements for the Project and provide this information to the subconsultant. The subconsultant will assist the Town in negotiations with up to 30 property owners along the Project corridor. The subconsultant utilized for surveying will prepare plats for recordation and will supply these plats to Town and the ROW subconsultant for meetings with property owners.

The following is a list of the right-of-way subconsultant (TELICS) tasks:

- TELICS Preliminary research shall include, but is not limited to the following:
  1. Pulling individual parcel deeds and tax cards to verify property ownership
  2. Creating Master Property List to determine values for easements areas
  3. Researching contact information including performing Secretary of State Corporation searches
- TELICS will provide an estimate of value for each parcel at the direction of the Town. It is our recommendation that all settlements be attempted with these value estimates if the value is under \$10,000. Should settlement not be reached using these values the Town could then obtain an appraisal.
- Appraisal Formats
  1. TELICS, using current market data, will provide a spreadsheet showing approximate per square foot values for each parcel on the project. This approach would be the equivalent of an NCDOT Right of Way Claim Report.
  2. TELICS will provide a Right of Way Transmittal Summary on any parcel as directed by the Town
- Agent will mail or deliver an Introduction Packet to each affected property owner which consists of the following:
  1. An introduction letter,
  2. City standard easement agreement document (as provided by Owner), completed except for settlement amount
  3. Exhibit for each parcel which depicts the area of the easement in relation to the entire tract and lists the area to be acquired.
- Using the approved value TELICS will negotiate and secure properly executed documents on all parcels and hand deliver the originals to the Town.
- A minimum of 3 attempts to settle with each property owner(s) will be made
- In the event a property owner refuses to settle or negotiations reach an impasse, TELICS will deliver to the Town a written recommendation to acquire the property through condemnation along with a detailed negotiation diary and all other information regarding the attempted settlement.
- TELICS will be available to the Town for any questions, meetings, or public involvement throughout the life of this project
- **TELICS will perform all work in accordance with 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs**

### **Task 5.2: Survey for Plats**

The following is a list of the surveying subconsultant (CES) tasks:

- Easement Maps: Subconsultant will prepare recordable plats in accordance with NC GS 47-30 for use in the Town's acquisition of easements and rights-of-way necessary for the construction of the Project. It is estimated that thirty (30) plat exhibits will be required to map the property impacts throughout the Project. Plats will be prepared at a scale conducive to showing an entire parcel on one plat exhibit and shall include proposed right-of-way, permanent and temporary drainage, utility and construction easements.
- The subconsultant will determine locations of property lines to the extent necessary for purposes of overlaying and verifying legal descriptions and plats. Plats are to include:
  - Description, book, and page number of the official registry of all properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, right-of-ways, and all existing recorded easements associated with the Project from the Register of Deeds.
- The subconsultant will establish property lines for each parcel impacted. It is assumed that boundary conflicts or discrepancies will not be identified or resolved.
- The subconsultant will establish locations of all other utility easements on each individual parcel as marked and provided by others.
- The first plat submittal will be included with the Permit and Real Estate plans submittal. Three (3) copies of the final plats shall be submitted for property acquisition and recordation.

**Task 5 Deliverables :**

- A. Easement Maps/Plat Exhibits**
- B. Property Owner Agreements**

**Task 6 : Construction Documents Phase:**

The Engineer will prepare final construction documents for submittal as Draft Final and Final Construction plans for bidding. Drawings shall comply with applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and current applicable State and local codes. AASHTO criteria shall govern greenway alignment and details. Specifications regarding competitive items and substitution of materials will comply with North Carolina G.S. 133-3 as ratified July 1993.

Construction Documents will include, site drainage, grading, erosion control, layout, greenway design, stream restoration design, spillway removal, details, and a specification manual for a formal bid procedure. Drawings and details will be prepared using NCDOT's 2018 Roadway Standards Drawings (with the exception of utilizing AutoCAD) as noted in and reviewing NCDOT's review lists for checking plans. Specifications will be prepared using NCDOT's 2018 Standard Specifications and be based on unit price bid. Documents may require the preparation of "add-alternates" to meet budget requirements. Bid documents shall be prepared for Single Prime contract. If Town of Cornelius requires any additional information to be included in the specifications, it will be provided to the Engineer. The Town will provide all the upfront contract document including standard provisions, supplemental conditions, notice to bidder, MWSBE requirement, change order forms, etc. that should be included in the Contract Manual. The Engineer will only be responsible for preparing in project specific provisions and bid tab.

The Engineer shall provide a list (in 8-1/2" x 11" format) of all staff review comments with a written response for each, indicating how each comment was addressed. One (1) round of comment responses are anticipated in this task. Additional responses to rounds of comments will be considered an additional service.

**Task 6.1 : Draft Final Plans**

Engineer will prepare Draft final plans, final structure plans, technical specifications and bid documents including construction-ready drawings, special conditions, and unit price proposal page. This task assumes the Town will provide front-end specs for the bid book and the Consultant will assemble the bid book. Three (3) copies of the Draft Final Plans, Technical Specifications, and final Opinion of Probable Construction Cost will be submitted to the Town, NCDOT, and the County for review and approval. Engineer will provide a Quality Control/Quality Assurance review of the Draft final construction plans prior to submittal.

**Task 6.2 : Final Sealed Plans**

Upon receipt of comments or approval of the Draft final plans, Engineer will furnish one reproducible set of final sealed construction plans and documents for use by the Town in the bidding and construction phases. Reproducible drawings will be 24" by 36". Six (6) copies of final sealed plans and signed NCDOT Two-Party Encroachment Agreement will be submitted to NCDOT for approval. The Engineer will provide a CD with one (1) electronic set (in PDF format) of the sealed plans and specifications and applicable CADD files.

**Task 6.3 : Final Structure Plans**

After Town selection of the desired bridge type and completion of the Permit and Real Estate plans, the Engineer will complete design of the pedestrian bridges, boardwalks, and retaining walls by developing final structure plans.

*Pedestrian Bridges*

Engineer assumes that there will be 3 pedestrian bridges over McDowell Creek and its tributaries, which will be prefabricated weathered steel truss bridges. The Engineer will design the bridge abutments/end bents. All other bridge components will be designed by the prefabricated bridge supplier. The supplier will design the bridge in accordance with the latest edition of the AASHTO LRFD Bridge Design Manual and AASHTO Guide Specifications for Design of Pedestrian Bridges; and based on the requirements from the geotechnical report, foundation recommendations, hydraulic study, and performance plans. Engineer will perform site reconnaissance, coordination with the geotechnical engineer, and develop preliminary geometry and layout for the preliminary plans. It is assumed that the bridge will be designed by others. Engineer will develop Final Performance Plans and Specifications for the prefabricated truss pedestrian bridge. The Performance Plans and Specifications will establish the basis of design for the structures. Limited details will be included to portray the aesthetic characteristics of the truss desired by the Town.

Pedestrian Bridge Basis of Design

- The maximum walkway (clear) width for the pedestrian bridge shall be 10 feet.
- The maximum vehicular live load on the pedestrian bridge shall be a H-10 truck.
- Pedestrian bridge superstructure will be designed by others, based on the details and performance specification in the contract documents.
- Signed and sealed shop drawings and calculations for the pedestrian bridge will be submitted by the Contractor, based on the Performance Plans and Specifications in the Contract Documents.

*Boardwalk*

The Engineer will develop plans for boardwalks, assuming delegated design, over wetlands consisting of timber or concrete construction. The boardwalks will be designed to the AASHTO LRFD Bridge Design

Manual and AASHTO Guide Specifications for Design of Pedestrian Bridges; and based on the requirements from the geotechnical report, foundation recommendations, and hydraulic study. It is assumed that the boardwalk will be designed by others. Engineer will develop Final Performance Plans and Specifications for the boardwalk. The Performance Plans and Specifications will establish the basis of design for the structures. Limited details will be included to portray the aesthetic characteristics of the boardwalk desired by the Town.

Boardwalk Basis of Design:

- The maximum walkway (clear) width for the boardwalks shall be 10 feet.
- The maximum vehicular live load on the boardwalk shall be a H-10 truck.
- The boardwalks shall be of timber or concrete construction with typical spans of approximately ten (10) feet.
- Boardwalks will be designed by others, based on the details and performance specification in the contract documents.
- Signed and sealed shop drawings and calculations for the boardwalks will be submitted by the Contractor, based on the Performance Plans and Specifications in the Contract Documents.

Retaining Walls will be designed “post-bid” by the Contractor, and thus assumed to be a Delegated Design element. Wall plan and profiles, and associated notes and details, will be provided in the final structure plans. The Engineer will utilize a subconsultant (ECS) to provide retaining wall design assistance and peer review to ensure compliance with NCDOT standards and geotechnical unit requirements

The Engineer shall produce specifications for the bridge main spans, boardwalks, and retaining walls suitable for bidding.

The Engineer shall develop final bridge plans in sufficient detail and appropriate format to facilitate construction of the bridges. Constructability will be considered in the development of these plans. These plans shall incorporate the Owner’s comments on the preliminary bridge plans. The final plans will, as a minimum, include a title sheet, general notes, standard details, bridge plan and profile, foundation details, substructure details, and any necessary special details. Reinforcing bar schedules will not be provided as part of this task, and shop drawings will be provided by the Contractor.

**Task 6.4 : Final Structure Modification Plans**

The Engineer will develop construction documents for the modifications determined in the preliminary phase of the project. This scope assumes structural modification plans are submitted with Draft Final plans to the Town and NCDOT for review. After Draft Final comments are addressed then Final structural plans will be submitted for final approval.

Kimley-Horn will conduct a limited analysis of the existing bridge based on the proposed bridge modifications determined in the preliminary phase of the project. It is anticipated that coordination with NCDOT will also be required as a part of the structural analysis, which will include:

- a. Analysis of the existing deck slab for the additional load imparted by the proposed bollards and metal rail/fence
- b. Analysis of the existing steel girders for load rating
- c. Based on the age of the structure, the design live load for the bridge is likely an HS-20 truck using AASHTO LFD Specifications. Therefore, the analysis of the steel girders is limited to the load rating of the existing girders for HS-20 and non-interstate NC Legal Loads. If either of the above



structural elements do not adequately load rate to the specifications listed, the consultant will contact the City and NCDOT for further guidance. Any additional design/analysis of the girders or other structural elements (bearings, substructures, etc.) is not included in this scope and will be considered additional services. The result of the structural analysis will be documented in design calculations and will be provided to the City and NCDOT for review at the Construction Documents phase.

#### **Task 6 Deliverables:**

- A. Draft Final Plans and Opinion of Probable Construction Cost (OPCC)**
- B. Final Sealed Plans and Opinion of Probable Construction Cost (OPCC)**
- C. Final Structure Plans**
- D. Final Structure Modification Plans**

#### **Task 7: Meetings and Coordination**

The Engineer will conduct miscellaneous coordination with Town staff, NCDOT, and County and provide project administration through the anticipated twenty-four (24) month project duration. The coordination will include regular transmittals of project correspondence and records; review of analyses, documents and designs; and telephone contact for items requiring attention. Other specific meetings and coordination include the following:

1. Conduct conference calls with Town staff between milestones to update the Town on the project status, for the assumed project duration above. It is assumed one conference call per month for the anticipated project duration.
2. Provide monthly progress reports for the anticipated project duration.
3. Provide meeting notes for design review meetings with Town, NCDOT, and County at major milestones. It is assumed there will be up to 5 milestones requiring meeting notes.
4. Develop a project work plan, summarize the project schedule, and maintain the schedule for the anticipated project duration.
5. Up to one (1) weekly internal coordination meeting per week, for the anticipated project duration

#### **Task 8: Public Involvement**

The Engineer shall perform the following public involvement tasks:

1. Present up to one (1) presentation of project information, location, and costs to the Town Board and up to one (1) presentation to the PARC Board. It is assumed the first presentation will take place during Task 2, upon completion of the 1<sup>st</sup> public meeting. It is assumed the second presentation will take place during Task 3, upon completion of the 2<sup>nd</sup> public meeting.
2. Conduct up to two (2) public meetings/workshops at a location near the project. The public meeting shall be open to the general public allowing the Engineer, Town officials, and adjacent property owners to discuss and review the proposed plans.

- i. The first public meeting will take place at the beginning of Task 2 during Alternatives Analysis to seek input from residents, stakeholders, and the general public.
- ii. The second public meeting will take place during Task 3, upon completion of identification of utility impacts and easements. Information from the second public meeting will inform the project plans and will be considered prior to permit applications submittal.
- iii. Up to two (2) key project personnel would be made available to attend each meeting. The Engineer will be present to present the design, answer any questions that may arise, and gather input shared by residents attending the meetings. The Engineer will be responsible for preparing visuals and maps (up to 3 exhibits, 2 copies each) which illustrate the design of the project. The Engineer assumes the Town will coordinate and organize the meeting space and all schedules; develop the project mailing list; develop and produce the flyers; and mail the flyer invitations to property owners, stakeholders, and Town officials.

It is assumed that the Town will conduct a stakeholder meeting including representatives from the Town, NCDOT, and other stakeholders identified by the Town of Cornelius. This meeting will occur during the Route Analysis phase. The Town will provide all relevant information from the meeting to the Engineer.

#### **Task 9: Grant Assistance - to be completed by the Town**

The Engineer assumes the Town and County are responsible for documentation required for quarterly reporting requirements and compliance with two (2) Stormwater Grants associated with this project. The Grants include the NCDEQ – DWR – Section 319 – Non-Point Source Pollution Control Grant and the NCDEQ – DWR – Water Resources Development Grant. It is assumed that the Town and County will remain the points of contact with the Granting agencies and the Engineer will not be responsible for coordination with the agencies regarding the grant requirements.

The Engineer assumes the Town will prepare all documentation required for compliance with NCDOT STBGDA and TAPDA funds. It is assumed that any submittals of exhibits, reports, plans, specs, and OPCC's to NCDOT required for compliance with the grant will be made through the Town's Project Manager, and these submittals are already included in other tasks in this scope of services.

The Engineer assumes the County is responsible for documentation required for compliance with County Storm Water Services requirements on the McDowell Creek major stream corridor, which is funded entirely by the County. It is assumed the Engineer will coordinate all information, exhibits, and documentation with the County's Storm Water Services Project Manager, and this information is already included in other tasks in this scope of services.

#### **Task 10: Bid Phase**

Upon final approval of Construction Documents by all agencies, The Engineer will assist the Town with bid phase services. The Engineer shall:

- Attend the pre-bid meeting. This assumes up to 2 key staff members.
- Provide clarifications and information as requested by bidders and help the Town issue up to 2 addenda to the bid.
- Prepare Minutes/Notes of the Pre-bid meeting.
- Attend and conduct the bid opening
- Attend the pre-construction conference. This assumes up to 2 key staff members.

- Upon selection of the contractor, assist the Town with their review of bid packages for compliance and prepare bid tabulation.
- Prepare Minutes/Notes of the Pre-construction conference.

The Engineer assumes the Town shall:

- Advertise the project
- Maintain bidder's log
- Determine location and time of the bid opening
- Review of all bid packages in conjunction with the Engineer.
- Select the Contractor

### Task 11: Additional Services

Additional Services are all those services authorized in advance by the Owner, to be performed by the Engineer which are not included in this scope of work, and are due to causes beyond the control of the Engineer. All services required to be performed by the Engineer under the scope of work described in this document, or due to any errors, omissions, design malfunctions, or oversights on the part of the Engineer are not to be considered additional services. Additional services we can provide include, but are not limited to, the following:

- A. Additional Survey Services
  - 1. **Additional Topographical Survey Along Creek Banks:** Provide field-shot topographical survey data from bottom of bank to top of bank (one side of McDowell Creek only) in multiple locations adjoining the proposed greenway alignment. The following cost assumes a maximum of 3,500 linear feet of creek bank will be surveyed at a maximum of 15 separate locations.
  - 2. **Additional Topographical Survey of Upland Areas:** Provide field-shot topographical survey data on a maximum of 10 additional acres outside the survey corridor described in the base scope above. The following cost assumes a maximum of 10 separate areas.
- B. Additional Geotechnical Services: Provide additional soil test borings due to expanded retaining wall envelopes, presence of rock, etc; hand auger borings and other unspecified services
- C. Greenway design beyond the limits of this project
- D. Enhanced public right-of-way pedestrian improvements beyond scope of the greenway connections or at grade crossings of this Project
- E. Off-site roadway engineering
- F. Utility relocation design
- G. Pedestrian signal design
- H. Retaining wall design beyond delegated design assumed in this scope of work
- I. Meetings and workshops beyond those described above
- J. Coordination with HOA, adjacent development or others beyond this scope of work or unknown at the time of this scope of work
- K. Off-site landscape improvements

### Task 12: Future Services

Future Services are all those services authorized in advance by the Owner, to be performed by the Engineer which are not included in this scope of work. Future services we will provide include, but are not limited to, the following:

- A. Engineer reviews of contractor-submitted wall shop drawings.
- B. Engineer reviews of contractor-submitted final engineered bridge plans.
- C. Construction phase services for the greenway, bridge crossings, stream restoration or associated amenities or any general construction administration (i.e. review of change orders, pay-applications, etc.).

Smithville-to-JV Washam Greenway and Westmoreland Road Multi-Purpose Corridor (EB-5777)  
and Upper McDowell Creek Tributary Stream Restoration  
5/14/2018  
Summary of Compensation

Key  
LS = Lump Sum  
NLE = Hourly, Not to Exceed

FEE SUMMARY

Task Number	Task Description	Fee Type	KH Fee (Town)	Sub-Consultant Fee (Town)	KH Fee (County)	Sub-Consultant Fee (County)	Total KH Fee	Total Sub-Consultant Fee	Total Fee
Planning									
1.0	Pre-Planning (Survey, Base Mapping and GIS Data, Stream Geomorphic and Reference Reach Study, Wetlands Assessment)	LS	\$19,905	\$138,304	\$2,327	\$16,169	\$22,232	\$154,474	\$176,706
	Sub-Consultant: CES (Survey)								
2.0	Route Analysis (Alternatives Analysis, Concept Drawings, Preliminary Design Plans, OPCC)	LS	\$36,575	\$0	\$0	\$0	\$36,575	\$0	\$36,575
8.0	Public Involvement (Presentations to Town Board and PARC Board, Two Public Meetings)	LS	\$21,773	\$0	\$1,608	\$0	\$23,381	\$0	\$23,381
	Sub-Total		\$78,253	\$138,304	\$3,935	\$16,169	\$82,188	\$154,474	\$236,662
Design and Permitting									
3.0	Permit Plans (Geotechnical, Drainage Design, Stream H&H Modeling and Plans, Permit Plans, Erosion & Sedimentation Control Design, Preliminary Structure Plans, Preliminary Structure Modification Plans, OPCC)	LS	\$109,404	\$32,500	\$6,309	\$0	\$115,713	\$32,500	\$148,213
	Sub-Consultant: Falcon (Geotechnical)								
4.0	Permitting & Coordination [NEPA Documentation, PCCO/SWIM Buffer Analysis, Code Compliance, Flood Impact Study and Floodplain Development Permitting, NCDEQ Erosion Control Permitting, NCDOT Encroachment Permitting, USACE - Preliminary JD, Section 404/401 Permitting, Charlotte Water Coordination, Private Utility Coordination and Utility-by-Others (UBO) Plans]	LS	\$82,337	\$18,380	\$6,104	\$0	\$88,441	\$18,380	\$106,821
	Sub-Consultant: Hinde (Utility Coordination)								
6.0	Construction Documents (Draft Final Greenway, Multiuse Path, and Stream Plans & OPCC, Final Greenway, Multiuse Path and Stream Plans & OPCC, Final Structure Plans, Final Structure Modification Plans, Technical Specifications and Bid Book)	LS	\$169,980	\$5,000	\$9,073	\$0	\$179,053	\$5,000	\$184,053
	Sub-Consultant: ECS (Geotechnical)								
7.0	Meetings and Coordination (Weekly, Monthly, Milestone Meetings for anticipated 15 month project duration: Conference Calls, Meeting Notes, Project Work Plan and Schedule, Weekly Internal Coordination Meetings and QA/QC)	LS	\$42,529	\$0	\$2,691	\$0	\$45,220	\$0	\$45,220
10.0	Bid Phase (Pre-Bid, Contractor Questions & Addenda, Pre-Construction, Bid Tab, Meeting Minutes)	LS	\$5,246	\$0	\$451	\$0	\$5,697	\$0	\$5,697
	Sub-Total		\$409,496	\$55,880	\$24,628	\$0	\$434,124	\$55,880	\$490,004
Real Estate and Grant Assistance									
9.0	Grant Assistance (Stormwater and NCDOT Grants) - to be handled by the Town	LS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sub-Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenses									
E1	Reimbursable Expenses - to be reimbursed directly at cost	EXP							
E2	Right-of-Way Phase (Plans with Easements, Plats, Negotiations, Appraisals - up to 35 parcels @ \$5,350 per parcel) - to be paid per parcel direct cost - up to maximum budget of \$187,250	EXP							
	Sub-Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total (Contract Sum)	LS	\$487,749	\$194,184	\$28,563	\$16,169	\$516,312	\$210,354	\$726,666

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Tyler Beardsley, Asst. Town Manager

**Action Requested:**

To approve NC DWR319 grant agreement for the Willow Pond Stream Restoration project. This grant provides \$200K of grant funds. The Town is providing a match of \$210K.

**Manager's Recommendation:**

Approve the grant agreement and authorize the Town Manager and Attorney to finalize and execute it.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">DWR319.pdf</a>	Grant Agreement	Budget Amendment

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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

SUBGRANTEE'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 **1<sup>st</sup> day of February 2018**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **TOWN OF CORNELIUS** (the "Subgrantee"<sup>1</sup>). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: United States Environmental Protection Agency  
CFDA No.: 66.460 - Nonpoint Source Implementation  
FAIN No.: 99465717

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 Subgrantee 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. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
  - b. State's General Terms and Conditions (Attachment B)
  - c. Department's Request for Proposal ("RFP") (Attachment C)
  - d. Subgrantee'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 D)
  - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
  - f. Certification Regarding Lobbying (Attachment F)
  - g. Certification Regarding Debarment (Attachment G)
  - h. Certification Regarding Drug-Free Workplace (Attachment H)
  - i. Certification Regarding Environmental Tobacco Smoke (Attachment I)
  - j. Pre-award Compliance Review Report for All Applications Requesting Federal Financial Assistance (Attachment J)

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.

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



4. **Contract Period.** This Agreement shall be effective from **February 01, 2018 to December 31, 2020**, inclusive of those dates.
5. **Subgrantee's Duties.** As a condition of the grant award, the Subgrantee agrees to:
- Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
  - Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
  - Comply with all terms, conditions, restrictions and requirements applicable to subgrantees under the Federal Grant Award.
  - 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.
  - Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
  - 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, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
  - 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.
  - 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.
  - Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document are made applicable to, and binding upon, any lower-tier subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Subgrantee hereunder.
  - Take reasonable measures to ensure that any lower-tier subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possessions may be necessary for the Subgrantee to comply with such terms, conditions, restrictions and requirements.
6. **Department's Duties.** The Department shall pay the Subgrantee 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 Subgrantee 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.
Federal Grant	U. S Environmental Protection Agency	66.460



*Accounting Code Information:*

Dollars	GL Company	GL Account	GL Center
\$200,000.00	1601	532199017	172072252021

*Subgrantee Matching Information:*

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

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

- ☒ c. The Subgrantee's matching requirement is **\$210,000.00**, which shall consist of:

<input checked="" type="checkbox"/>	In-Kind	\$210,000.00
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- ☐ d. The Subgrantee 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 **\$410,000.00**. The Subgrantee represents that any contributions of its own shall be sourced from non-Federal funds.

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

- a. The Subgrantee 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 Subgrantee 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 D.

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

**10. Availability of Funds.** The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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.

Subgrantee Contract Administrator	Department's Contract Administrator
Tyler Beardsley, Assistant Town Manager Town of Cornelius  21445 Catawba Avenue Cornelius, NC 28031 Telephone: 704-892-6031 Email: tbeardsley@cornelius.org	Heather B. Jennings North Carolina Department of Environmental Quality, Division of Water Resources 1617 Mail Service Center Raleigh NC 27699-1617 Telephone: (919) 807-6437 Email: <a href="mailto:heather.b.jennings@ncdenr.gov">heather.b.jennings@ncdenr.gov</a>

14. **Assignment.** The Subgrantee may not assign its obligations or its rights to receive payment hereunder.
15. **Procurement.** The Subgrantee 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 Subgrantee shall be contracted without prior written approval from the Department.
  - In the event the Subgrantee or any subrecipient of the Subgrantee contracts for any of the work to be performed hereunder, the Subgrantee shall not be relieved of any duties or responsibilities herein set forth.
  - The Subgrantee 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 Subgrantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subgrantee of any duties or responsibilities herein set forth.
17. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee represents that it and each of its lower-tier 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.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Subgrantee and the Department execute this Agreement in two (2) originals, one (1) to be retained by the Subgrantee 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 \_\_\_\_\_  
Subgrantee'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**

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

**Action Requested:**

On this agenda, we have a couple of items that need to be recognized:

1. In the FY 2018 budget, \$660,000 was budgeted to fund the design and right of way acquisition for the Smithville Park to JV Washam Elementary School Greenway. Due to delays in some of the agreements, this part of the project will not occur during FY 2018. Therefore, these funds should transfer from the General Fund to a multi-year Capital Project fund for the Phase II Bonds.
2. The Town also received insurance proceeds in the general fund that increases the budget by \$10,372 and also received insurance proceeds for the electric fund that increases the electric fund budget by \$7,291. There is no impact to general or electric fund balance.

**Manager's Recommendation:**

Approve an Ordinance to amend the FY2018 budget.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Amend_#6_FY18.pdf</a>	FY2018 Operating Budget Amendment	Cover Memo

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**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 5/7/2018	This Amendment 6/18/2018	Change
<b>General Fund Revenues</b>				
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	828,200	828,200	-
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	29,570	10,372
Debt Issued	930,000	930,000	930,000	-
Appropriated Fund Balance	(126,368)	1,160,732	1,820,732	660,000
<b>Total General Fund Revenues</b>	<b>\$23,899,414</b>	<b>\$25,445,775</b>	<b>\$26,116,147</b>	<b>\$670,372</b>
<b>General Fund Expenditures</b>				
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	2,271,533	10,372
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	3,434,399	3,434,399	-
Transfer to Capital Project Funds/ 911 Fund	776,475	1,176,475	1,836,475	660,000
Debt Service	2,262,417	2,262,417	2,262,417	-
<b>Total General Fund Expenditures</b>	<b>\$23,899,414</b>	<b>\$25,445,775</b>	<b>\$26,116,147</b>	<b>\$670,372</b>

SCHEDULE B: ELECTRIC FUND

**Electric Fund Revenues**

	Original Budget	Previous Amendment 5/7/2018	This Amendment 6/18/2018	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	18,073	7,291
<b>Total Electric Fund Revenues</b>	<b>\$ 7,087,457</b>	<b>\$ 7,088,239</b>	<b>\$ 7,095,530</b>	<b>\$ 7,291</b>

**Electric Fund Expenditures**

Electric Department	\$7,087,457	\$7,088,239	\$7,095,530	7,291
<b>Total Electric Fund Expenditures</b>	<b>\$ 7,087,457</b>	<b>\$ 7,088,239</b>	<b>\$ 7,095,530</b>	<b>\$ 7,291</b>

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	-	-	-
<b>Total 911 Fund Revenues</b>	<b>\$ 198,058</b>	<b>\$ 198,058</b>	<b>\$ 198,058</b>	<b>\$ -</b>

**911 Fund Expenditures:**

911 Department	\$198,058	198,058	198,058	-
<b>Total 911 Fund Expenditures</b>	<b>\$ 198,058</b>	<b>\$ 198,058</b>	<b>\$ 198,058</b>	<b>\$ -</b>



**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 18th day of June, 2018.

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Woody T. Washam Jr., Mayor

SEAL

ATTEST:

APPROVED AS TO FORM:

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Lori A. Harrell, Town Clerk

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Karen Wolter, Town Attorney

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

**Action Requested:**

We amend our fee schedule independent of our budget document, so that mid-year budget amendments do not require the 4-page schedule of fees.

The attached schedule shows two columns on the right: "Amount Current" and "Proposed Change." The "Proposed Change" column notes any new or revised fee with this board action.


- Annually, PARC staff and the PARC Commission review PARC fees and recommend changes based on use patterns, comparison with other agencies, and new services.
- The PARC Commission unanimously recommended the proposed changes.

Examples of PARC fee changes include: Increase in resident and non-resident natural field rental, field preparation, gym rental, and rec center room rental fees.

**Manager's Recommendation:**

Approve the Schedule of Fees amendment as presented.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Town_Fees_FY19.pdf</a>	Schedule of Fees	Cover Memo

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**Town of Cornelius  
Schedule of Fees**

		<b>AMOUNT CURRENT</b>	<b>PROPOSED CHANGE</b>
<b>FINANCE</b>			
	Returned check fees	25.00	
	Copies	0.15	
	Town Hall: (Community Room, per hour)		
	Security Deposit	250.00	
	Cancellation Fee	50.00	
	Kitchen Use Fee	30.00	
	A/V Equipment Fee	N/A	20
	Resident		
	Non-Profit Users	50.00	
	For Profit Users	65.00	
	Non-Resident		
	Non-Profit Users	60.00	
	For Profit Users	75.00	
<b>PLANNING AND LAND DEVELOPMENT</b>			
<b>SUBDIVISION APPLICATIONS</b>			
	Sketch plan	500.00	
	Construction Documents (Major subdivison only)	250.00	
	Preliminary subdivision plat		
	5 - 99 units or lots	500.00	
	100 + units or lots	1,000.00	
	Major / minor subdivision plat		
	Major subdivision final plat	100.00	
	Minor subdivision final plat	50.00	
	Final plat revisions	50.00	
	Phased plat	50.00	
	Recombination plat	50.00	
<b>SITE PLAN</b>			
	Applications:		
	Mixed use or commercial:		
	Under 15,000 square feet	250.00	
	15,000 - 30,000 square feet	350.00	
	Over 30,000 square feet	500.00	
	Residential only (including multi-family)		
	Up to 30 units	250.00	
	Over 30 units	500.00	
<b>ZONING PERMIT APPLICATIONS</b>			
	Sign permit		
	single business site	25.00	
	Multi-tenant building	50.00	
	Banner Permit	50.00	
	Residential zoning permit:		
	New home construction	25.00	
	Home addition/expansion	25.00	
	Pier	10.00	
	Demolition	10.00	
	Accessory Structures	25.00	
	Upfit renovations	10.00	
	House move on/off ( <b>\$1000 Bond required</b> )	150.00	
	Zoning compliance letter	50.00 Minimum	
	Single Family Residence	50.00	
	Commercial	100.00	
	Home occupation	35.00	
	<b>Transient Occupancy:</b>	100.00	

**Town of Cornelius  
Schedule of Fees**

	<b>AMOUNT CURRENT</b>	<b>PROPOSED CHANGE</b>
Temporary use	25.00	
<b>BOARD REQUESTS:</b>		
Rezoning petition and processing		
Residential	500.00	
Mixed use	1,000.00	
Commercial	1,000.00	
<b>Conditional Zoning</b>	1,250.00	
Text amendment	250.00	
Variance request	250.00	
Watershed variance	500.00	
Appeal of zoning decision	250.00	
Special use permit	500.00	
Special use permit amendment or revocation	250.00	
Vesting application fee (amendment)	250.00	
Architectural Variations		
Minor	100.00	
Major	250.00	
TRAFFIC IMPACT ANALYSIS	TBD Pursuant to Town Ordinance 2015-00607	
<b>PUBLICATIONS</b>		
Base Map		
Color maps or plans		
1:1100 scale (34" x 44")	15.00	
1:1600 scale (22: x 34")	10.00	
<i>Land Development Code</i> Book	25.00	
Mailed <i>Code</i> Book	30.00	
Miscellaneous:		
24" x 36" copy, per page	1.00	
CD	5.00	
<b>POLICE</b>		
Police reports	2.00	
Finger print fees (Cornelius residents)	No charge	
Finger print fees (Cornelius non-residents)	10.00	
<b>ANIMAL SHELTER</b>		
Reclaim	25.00	
Boarding (after first 24 hours)	10.00 per day	
Rabies Vaccination	15.00	
Transportation	10.00	
Dog Adoption	95.00	
Cat Adoption	85.00	
Microchip (Impound only)	10.00	
Surrender Fee	25.00	
<b>ALARM FEES</b>		
Alarm registration fee	10.00	
Alarm annual renewal fee	10.00 annually	
Additional charges will be assessed as follows:		
a. False Alarms 1, 2	No charge (registered)	
b. False Alarms 3, 4, 5	\$50.00 per response	
c. False Alarms 6, 7	\$100.00 per response	

**Town of Cornelius**  
**Schedule of Fees**

		<b>AMOUNT CURRENT</b>	<b>PROPOSED CHANGE</b>
d. False Alarms 8, 9		\$250.00 per response	
e. False Alarms 10+		\$500.00 per response	
f. Audible Alarm over 15 minutes		\$100 per response	
Failure to register an alarm		\$100.00	
<b>PARKS &amp; RECREATION</b>			
Baseball/Softball Practice/Game Fees (fees based on one hour of facility use)			
Resident	Field, Natural	18.00	<b>20.00</b>
	Field Lights	15.50	
	Field Prep (Basic) per Practice/Game	21.00	
	Field Prep (Full) per Practice/Game	31.00	<b>35.00</b>
	Admission Remittance, All Facilities	100.00/day	
Non-Resident	Field, Natural	36.00	<b>40.00</b>
	Field Lights	31.00	
	Field Prep (Basic) per Practice/Game	31.00	
	Field Prep (Full) per Practice/Game	52.00	<b>57.00</b>
	Admission Remittance, All Facilities	100.00/day	
Multi-Purpose Practice/Game Fees (fees based on one hour of facility use)			
Resident	Field, Natural	18.00	<b>20.00</b>
	Field Lights	15.50	
	Admission Remittance, All Facilities	100.00/day	
Non-Resident	Field, Natural	36.00	<b>40.00</b>
	Field Lights	31.00	
	Admission Remittance, All Facilities	100.00/day	
Synthetic Turf Practice/Game Fees (fees based on one hour of facility use)			
Resident	Field	46.00	
	Field Lights	15.50	
Non-Resident	Field	93.00	
	Field Lights	31.00	
Baseball/Softball Tournament Fees (rates based on use of field per day [8am-8pm])			
	Baseball/Softball Field	150.00	<b>165.00</b>
	Tournament Deposit	350.00	
	Field Lights Tournament	41.00	
	Concession Use	Contract	
	Admission Remittance, All Facilities	225.00/day	
	Field Prep (Basic)	31.00	<b>35.00</b>
	Field Prep (Full)	52.00	<b>57.00</b>
	Temporary Fence Fee (per field/per day)	62.00	<b>65.00</b>
Multi-purpose fees/Tournament			
	Tournament Deposit	350.00	
	Field Lights Tournament- Resident	41.00	
	Field Lights Tournament- Non-Resident	82.00	
	Field Rental	52.00	
	Concessions	20% gross	
	Admission Remittance	100.00/day	
Gym Fees/Tournament (rates based on use of gym per day [8am-8pm])			
	Tournament Deposit	350.00	
	Team Fee	80.00/hour	
	Admission Remittance, All Facilities	100.00/day	
Tennis Court Rental (fees based on one hour of facility use)			
Resident	Court Rental	5.00	
Non-Resident	Court Rental	10.00	
Gym Rental (fees based on one hour of facility use)			
Resident	Gym Rental	41.00	<b>50.00</b>
Non-Resident	Gym Rental	82.00	<b>100.00</b>
	Admission Remittance, All Facilities	100.00/day	

**Town of Cornelius  
Schedule of Fees**

		<b>AMOUNT CURRENT</b>	<b>PROPOSED CHANGE</b>
Shelter Rental (fees based on one hour of facility use)[3-hour minimum rental]			
Resident	<b>Picnic Shelter</b>		
	Bailey Road #3, Robbins	15.00	
	All other Shelters	10.00	
	<b>Picnic Shelter (30-50 people)</b>		
	Smithville	20.00	
	All other Shelters	15.00	
Non-Resident	<b>Picnic Shelter</b>		
	Torrence Chapel, Bailey Road #1 & #2	20.00	
	Bailey Road #3, Robbins	30.00	
	All other Shelters	15.00	
	<b>Picnic Shelter (30-50 people)</b>		
	Legion	30.00	
	Smithville	40.00	
	All other Shelters	25.00	
Other (fees based on one hour of facility use)			
Resident	Outdoor Courts (Pickleball, Gaga, Volleyball, Basketball)	5.00	
	Bailey Road Track	17.50	
	Rec Center Rooms	26.00	
	Admission Remittance, All Facilities	100.00/day	
Non- Resident	Outdoor Courts (Pickleball, Gaga, Volleyball, Basketball)	10.00	
	Bailey Road Track	35.00	
	Rec Center Rooms	51.50	<b>52.00</b>
	Admission Remittance, All Facilities	100.00/day	

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Manager/Director of Planning

### Action Requested:

The Town often seeks to utilize Community Development Block Grant (CDBG) funding from the Federal Government to fund neighborhood infrastructure improvements, such as sidewalks, utilities, street lights, etc.



For many years, the Town has participated in the Mecklenburg County CDBG Urban Entitlement Program. The County, as an entitlement community, receives guaranteed dollars that it may share with partner communities. By participating with the County, the Town is better positioned to qualify and utilize eligible funding for the benefit of low moderate income residents in our community.

In order to continue in this partnership with Mecklenburg County, the Town must submit a new cooperative agreement reflecting our interest to participate for the next three year programming period that will run from July 1, 2019 until June 30, 2021.

### Manager's Recommendation:

Approve the new Cooperative Agreement for the Mecklenburg County Urban Community Development Block Grant (CDBG) Entitlement Program and authorize the Town Manager and Attorney to finalize and execute it.

### ATTACHMENTS:

Name:	Description:	Type:
 <a href="#">2018_Meck_CDBG_Participant_Letter_Cornelius.pdf</a>	CDBG Letter	Backup Material
 <a href="#">2-2018_CDBG.CooperativeAgreement_Mecklenburg.pdf</a>	Draft Agreement	Backup Material



**MECKLENBURG COUNTY**  
Office of the County Manager

June 7, 2018

Mr. Andrew Grant, Manager  
Town of Cornelius  
P.O. Box 399  
Cornelius, NC 28031

**Re: Mecklenburg County CDBG Urban County Entitlement Program**

Dear Mr. Grant:

Thank you to both you and the Town of Cornelius for your support and participation in Mecklenburg County's Urban County Community Development Block Grant (CDBG) Entitlement Program designation for the past three years. Your participation has allowed the County to expand its impact for improving the lives of LMI residents by sustaining affordable housing, providing new or improved infrastructure and access to services.

The County's current designation period as a CDBG Entitlement community will end June 30, 2019. In order to continue receiving Federal Entitlement funding through the CDBG Program, Mecklenburg County must requalify for its Urban County status to cover the upcoming three-year period, from July 1, 2019 through June 30, 2021. The Town must submit a new cooperative agreement to participate in the upcoming program period. A draft agreement is attached for your convenience, please sign in duplicate and return both originals no later than July 10, 2018 to my attention.

Should the Town elect to be excluded from the County's CDBG program during the three-year qualification period, the Town should notify this office and the HUD Field Office in writing by July 10, 2018.

I can be reached at [vriddenhouse@centralina.org](mailto:vriddenhouse@centralina.org) or (704) 804-1999, if you have questions or need additional information regarding the County's requalification process. We look forward to working with you during the new qualification period.

Sincerely,

A handwritten signature in black ink, reading "Victoria Avramović".

Victoria Avramović  
Mecklenburg CDBG Program Administrator  
9815 David Taylor Drive  
Charlotte, NC 28262



THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the \_\_\_\_\_, North Carolina hereinafter referred to as the "Community", and the County of Mecklenburg, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "County".

## WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974 as amended (the "Act") provides for the distribution of federal funds through the Community Development Block Grant ("CDBG") program to eligible public entities; and

WHEREAS, those public entities which are eligible to receive said federal funds are cities with a population more than 50,000, "hold harmless" public entities, and urban counties; and

WHEREAS, public entities that do not otherwise come within the definition of an eligible public entity may cooperate and participate with an eligible public entity such as an Urban County; and

WHEREAS, since County has heretofore qualified as an "Urban County" under the Act, County again solicits the cooperation and co-participation of public entities such as Community in its application for federal assistance under the Act for the Federal Fiscal Years of 2019, 2020 and 2021 and subsequent three-year periods thereafter; and

WHEREAS, Community, having a population of less than 50,000, desires to cooperate and co-participate with County in this venture; and

WHEREAS, this Agreement by and between Community and County establishes the formal relationship to cooperate and co-participate; and

WHEREAS, County has received a communication from the United States Department of Housing and Urban Development ("HUD"), regarding additional language which must be included in this Agreement; and

WHEREAS, the Agreement with this additional language must be executed by the parties and submitted to HUD by July 20, 2018; and

WHEREAS, Community has previously, by an official act of pronouncement, expressed its intent and desire to jointly participate in the housing and community development programs of the Urban County and to submit a joint application to establish or re-establish the Urban County for the fiscal years 2019, 2020 and 2021 and subsequent three-year periods thereafter, as required by the U.S. Department of Housing and Urban Development; and

WHEREAS, Community now desires to enter into this Agreement with County so that it may qualify, under applicable provisions of the Act and HUD regulations, as co-participant with County in eligible activities under the Act.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereto agree as follows:

**1. Purpose:**

County and Community agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; economic development, neighborhood facilities, housing rehabilitation, and other appropriate housing assistance to primarily benefit lower and moderate-income people. This Agreement includes participation in the CDBG Program.

**2. Term:**

The term of this Agreement shall be for the Federal Fiscal Years of 2018, 2019 and 2020, after which the term shall be automatically renewed unless action is taken by the Community to terminate this Agreement. As provided by HUD rules and regulations, this Agreement shall automatically be renewed for participation in successive three-year qualification periods, unless County or Community provides written notice electing not to participate in a new qualification period, provided however, that this Agreement shall remain in effect until CDBG, HOME and ESG funds and income received with respect to the three-year qualification period are expended and the funded activities are completed. County and Community cannot terminate or withdraw from this Agreement while the Agreement remains in effect.

By the date specified in HUD's Urban County Qualification Notice CPD-18-02, and for a subsequent qualification period of three years, County will notify Community in writing of its right not to participate. Should there be changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year Urban County qualification period, amendment(s) to this Agreement shall be executed between County and Community and then submitted to HUD. Failure to do so will void the automatic renewal of such qualification period.

**3. County's Responsibility as Applicant:**

- a. County, as applicant, has ultimate responsibility for executing the housing and community development programs on behalf of the Urban County, following its Consolidated Plan, which provides for an analysis of housing and non-housing community development needs of the geographic area, and meeting the requirements of other applicable laws, including but not limited to the National Environmental Policy Act, the Uniform Relocation Act, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and the Americans with Disabilities Act of 1990.

County is the lead agent for carrying out the Urban County CDBG Program. Therefore, County requires Community, and Community agrees to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, strictly adhere to the Consolidated Plan as approved and to all assurances and certifications provided to HUD, including taking all actions necessary to comply with the Urban County's certifications under Section 104(b) of Title I of the Act, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively further fair housing. All parties to the Cooperation Agreement must comply with 24 CFR § 91.225(a) and to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. County requires Community, and Community agrees to comply with all other applicable laws.

This Agreement shall also prohibit the Urban County from funding activities in or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its own fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e. the Urban County) that may, in turn, provide cause for funding sanctions or other remedial actions by HUD.

County shall not provide CDBG funds for activities in, or in support of Community that does not affirmatively further fair housing within its own jurisdiction or for activities that impede County's actions to comply with its fair housing certification. In addition, County and Community are responsible for taking all required actions to comply with the provisions of the National Environmental Policy Act of 1969.

- b. Further, pursuant to 24 CFR § 570.501(b), County, as applicant, has the responsibility for ensuring that CDBG funds are used in accordance with all program requirements, determining the adequacy of performance under agreements and procurement contracts, and taking appropriate action when performance problems arise. Therefore, before disbursing any CDBG funds to Community or projects in Community, County will require Community, and Community agrees to enter into a written agreement for each individual project.
- c. Community may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds on exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement applies to the qualification and requalification of an Urban County and is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2014 Pub. L113-76.

**4. Community Subject to Same Requirements as Subrecipients:**

Pursuant to 24 CFR § 570.501(b), Community is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR §570.503. As applicant, County has the responsibility for ensuring that CDBG funds are used in accordance with all program requirements, determining the adequacy of performance under agreements and procurement contracts, and taking appropriate action when performance problems arise. Therefore, before disbursing any CDBG funds to Community or projects in Community, County will require Community, and Community agrees to enter into a written agreement for each individual project.

**5. Community's Adoption and Enforcement of Policies:**

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

**6. Community Eligibility for CDBG, HOME and ESG Funding**

By executing this Agreement, the Community understands that it:

- a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Urban County's CDBG Program;
- b. May participate in HOME Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, Community cannot form a HOME Consortium with other local governments; and
- c. May receive a formula allocation under the ESG Program only through the Urban County, although this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the State allows.

**7. Affirmative Action:**

Under County's ultimate supervision and responsibility, Community covenants and agrees that it will abide by and enforce all applicable affirmative action requirements including, but not limited to Executive Order No. 11246, the Equal Employment Opportunities Act, and local affirmative action plans.

## **8. County's Responsibility to Community:**

In addition to the foregoing obligations:

- a. County shall, in preparing Consolidated Plans, Annual Action Plans, and any relevant future plans ("plan") under the Act, solicit to the extent allowed by the Act and all lawful HUD regulations, Community's participation in the development of such future plans which refer to Community's activities under the Act.
- b. In accordance with instructions from HUD, County agrees to permit Community to carry out the essential community development and housing assistance activities provided for in the application and in future Consolidated and/or Annual Action Plans.
- c. County agrees to distribute funding it receives from its current Annual Action Plan and in future Consolidated and/or Annual Action Plans, in accordance with the terms and provisions therein contained, or in accordance with such terms and conditions as required by the Act or HUD.

## **9. Community's Responsibilities to County:**

In addition to the foregoing obligations:

- a. Community agrees to expend any funds received by virtue of any of the Urban County's plans only in accordance with the terms and conditions stated therein, or as amended by HUD.
- b. Community agrees to cooperate with the Urban County, as it has heretofore, with the development of current and future Consolidated Plans for the Urban County in which housing and community development activities are funded by CDBG to be continued or undertaken by Community within its boundaries are included.

## **10. Program Income**

- a. Community must inform County of any income generated by the expenditure of CDBG, HOME or ESG funds received by Community.
- b. Any such program income must be paid to County, or Community may retain the program income subject to requirements set forth in this Agreement.
- c. Any program income Community is authorized to retain may only be used for eligible activities in accordance with all CDBG, HOME or ESG requirements as may then apply.
- d. County has the responsibility for monitoring and reporting to HUD on the use of any such program income, and County shall require appropriate recordkeeping and reporting by Community as may be needed for this purpose.

- e. In the event of close-out or change in status of Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to County.

**11. Acquisition, Change in Use, and Disposition of Real Property Acquired or Improved with CDBG Funds:**

If at any time after CDBG funds are allocated, in whole or in part, for the acquisition or improvement of real property, which is within the control of Community, and if there is a change in the proposed use of said property, including disposition, Community shall notify County of the proposed change. Community shall reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations at any time prior to or subsequent to the close-out, change of status or termination of this Agreement between County and Community.

**12. Headings**

The headings in this document are merely for the convenience of the parties, and do not form a material part of this document. Headings shall not be considered in the construction of this document.

**13. Minor Amendments to the Agreement**

Notwithstanding paragraph 2 above, should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively by Community Manager of Community.

All remaining provisions of said Agreement shall remain in full force and effect for the term provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF MECKLENBURG    Name:     Dena Diorio      
Title: COUNTY MANAGER  
Signature & date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: COUNTY CLERK  
Signature & date: \_\_\_\_\_

TOWN OF CORNELIUS        Name: \_\_\_\_\_  
Title: TOWN MANAGER  
Signature & date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: TOWN CLERK  
Signature & date: \_\_\_\_\_



## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Bence Hoyle, Police Chief

**Action Requested:**

Several years ago the Town of Cornelius on behalf of the Cornelius Animal Shelter signed an agreement with the Animal Hospital of Cornelius to provide veterinary services to the shelter. Recently the decision was made to also contract with the Animal Hospital of Cornelius to provide Veterinary Technicians to assist with cleaning and caring for the animals on weekends and holidays. The addition of these services will allow our two full time Animal Control Officers to take time off without having to return and care for the animals. The rate agreed upon was also less per hour than what the Animal Control Officers were being paid in overtime to provide the same care to the animals on weekends and holidays.

**Manager's Recommendation:**

Approve the services agreement with Animal Hospital of Cornelius and authorize the Town Manager and Town Attorney to finalize and execute it.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">Veterinary_and_Animal_Care_Services_Agreement_Animal_Hospital_of_Cornelius.docx</a>	Services Agreement	Backup Material

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## POLICE DEPARTMENT

CORNELIUS, NORTH CAROLINA

### **Veterinary and Animal Care Services Agreement for Cornelius Animal Shelter**

The Cornelius Police Department ("CPD") and the Animal Hospital of Cornelius, PA agree to the terms of veterinary care and animal care and cleaning services outlined below beginning on the 18<sup>th</sup> day of June, 2018. There is no specified term for this Agreement. The Parties (as they may be constituted from time to time) may terminate this Agreement at any time by mutual consent of all the Parties. Any Party may withdraw from the Agreement by giving at least ninety (90) days notice to the other Parties of its intent to do so. Any Party may also request to modify this agreement regarding services or costs by providing the other Party with a written explanation detailing the reason for modification. Any modification or amendment to this Agreement must be agreed to in writing and signed by both parties.

**Veterinary Services:** The Animal Hospital of Cornelius, PA agrees to perform the following Veterinary Services:

1. Perform Spay and Neuter Surgeries for Canines and Felines adopted out by the Cornelius Animal Shelter:

Canine Spay - \$90.00    Neuter - \$65.00  
Feline Spay - \$65.00    Neuter - \$38.00

Upon completion of spay or neuter, the new owners will pick the pet up directly from the Animal Hospital of Cornelius, PA.

2. Provide Veterinary inspections a minimum of twice weekly. All animals brought to the shelter will be given a Physical Exam and appropriate Lab Tests by a Veterinarian employed by the Animal Hospital of Cornelius, PA, prior to determining adoptability. Canines will receive a Heartworm Blood Test and an examination. Felines will receive a Leukemia Blood Test and an examination. Animals that are deemed healthy and adoptable by CPD will receive vaccine boosters and appropriate de-worming.

Cost for above services - \$38.00 each

3. All animals will be screened behaviorally and medically by a Veterinarian employed by the Animal Hospital of Cornelius, PA and recommended as adoptable or not adoptable based on the results. Any animal determined not satisfactory for adoption by the CPD after considering these evaluations and recommendations will be labeled as unadoptable and will be transported by Shelter staff to the Charlotte Mecklenburg Animal Shelter.
4. The following additional protocols will be in effect at the shelter as adopted or amended from time to time by the CPD:
  - a. All new animals entering the shelter will be housed on the control side or in quarantine until a Veterinarian from the Animal Hospital of Cornelius, PA has examined and vaccinated the animal.
  - b. All animals housed at the shelter greater than 90 days will be re-evaluated by a Veterinarian from the Animal Hospital of Cornelius, PA to determine adoption status.

**Animal Care and Cleaning Services:** The Animal Hospital of Cornelius further agrees to provide the following Animal Care Services:

1. Provide two (2) Veterinary Technicians to care for the animals at the Cornelius Animal Shelter on Saturday afternoons, Sunday mornings, and Sunday afternoons year round.
2. Provide two (2) Veterinary Technicians to care for the animals at the Cornelius Animal Shelter on the following recognized Town Holidays in addition to the weekend care:

New Year's Day  
Martin Luther King Jr. Day  
Easter Friday  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

When a holiday falls on a normal business day, Monday – Friday, the holiday occurs on the actual business day. When the holiday occurs on Saturday, the holiday will be observed on Friday. When the holiday occurs on Sunday, the holiday will be observed on Monday including when Christmas day falls on a Saturday.

3. Veterinary Technicians may work with Shelter Volunteers on the adoption side of the shelter however only Cornelius Animal Shelter staff and Veterinary Technicians will be authorized to provide services to animals on the control side or quarantine areas of the shelter.
4. Veterinary Technicians will attend an orientation, provided by Cornelius Animal Shelter staff, prior to working at the shelter.
5. A schedule will be provided one month in advance to ensure the weekends and holidays are adequately staffed by Veterinary Technicians. In the event of schedule change or cancellation, Cornelius Animal Shelter staff will be given a minimum of a two hour notice the day of the change.
6. The hours for the service are as follows:
  - Provide morning services for canines and felines no earlier than 0600 hrs and no later than 0900 hrs.
  - Provide afternoon services for canines and felines no earlier than 1500 hrs and no later than 1900 hrs.
7. The services to be provided are as follows:

Morning Services for Canines

- Place half the canines on the adoption side in the outside kennels.
- Remove bedding, food, and water bowls and place in laundry room / kitchen.
- Do not replace bedding unless it is listed on the kennel card.
- Prop beds against back wall, sweep, remove feces and dispose of properly.
- Rinse kennels with warm water.
- Use appropriate cleaner and spray floors, beds, and walls as needed.

- Scrub kennels with a brush as needed and thoroughly rinse with warm water.
- Squeegee floors and walls to remove any excess water.
- Utilize a towel to dry beds completely and place them down and against the back wall of the kennel.
- Wash food and water bowls in the kitchen.
- Replace food and water bowls in each kennel.
- Each dog gets 1.5 scoops of dry food (located in kitchen area).
- Refill water bowls with fresh water.
- Bring the canines back inside and place them in the appropriate kennel.
- Double check to ensure the kennels are properly secured.
- Repeat the process for the remaining half of the adoption side and control side.
- Clean up feces in outside runs and dispose of it in the trash can.

#### Morning Services for Felines

- Each feline kennel is cleaned one at a time.
- Feline can be moved to an empty kennel or placed in a carrier.
- Remove food and water bowls and place in the kitchen for cleaning.
- Wash food and water bowls and place back in the kennel with new food and fresh water.
- Sift cat litter and add more if needed. Litter box should only be half full.
- Wipe down kennel if needed with bleach wipes or spray cleaner.
- Shake out towels and replace if needed.
- Place dirty towels in laundry room.

#### Afternoon Services for Canines

- Place half the canines on the adoption side in the outside kennels for a minimum of twenty (20) minutes.
- Repeat morning cleaning services if needed.
- Refill water bowls with fresh water.
- Bring the canines back inside and place them in the appropriate kennel.
- Double check to ensure the kennels are properly secured.
- Repeat the process for the remaining half of the adoption side and control side.
- Clean up feces in outside runs and dispose of it in the trash can.

#### Afternoon Services for Felines

- Refill water bowls with fresh water.
- Straighten up kennel if needed.

Note: The purpose for only servicing half of the canines from the adoption side and control side at one time is to reduce the amount of complaints from surrounding neighbors for excessive barking when a large group of canines are in the outside kennels at the same time.

8. The Town of Cornelius agrees to pay the Animal Hospital of Cornelius, PA a rate of eight (\$8.00) per hour per Veterinary Technician for services provided on Saturday afternoon, Sunday morning, Sunday afternoon, and twice daily on the town holidays listed in this agreement.

**Indemnification:** The Animal Hospital agrees to indemnify, protect and hold harmless the Town, CPD, and all Town employees and officials, as well as Animal Shelter volunteers for any and all claims and damages arising from its provision of Veterinary Services, Animal Care and Cleaning Services, and any other services performed by Veterinarians and/or Technicians under this agreement.

**Insurance:** The Animal Hospital shall maintain workers compensation insurance on all of its employees according to North Carolina law, and will provide the Town with a valid Certificate of Insurance showing proof of said insurance. In addition, The Animal Hospital will maintain a general liability policy with a minimum liability limit of \$1,000,000. The Town shall be named as an additional insured on the policy and the Animal Hospital will provide the Town with a Certificate of Insurance demonstrating the same.

\_\_\_\_\_  
Andrew Grant                      Date  
Town Manager, Cornelius

\_\_\_\_\_  
Dr. G. Warren Jones                      Date  
Animal Hospital of Cornelius, PA

\_\_\_\_\_  
Julie Niswonger                      Date  
Finance Director, Cornelius

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk


**Action Requested:**

Approve the minutes from the May 21st & June 4th Regular meetings.

**Manager's Recommendation:**

Approve minutes.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">05-21-18_Regular_Meeting_draft.docx</a>	Regular Meeting Minutes	Backup Material
 <a href="#">06-04-18_Regular_Meeting_draft.docx</a>	Regular Meeting Minutes	Backup Material

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## BOARD OF COMMISSIONERS

May 21, 2018  
MINUTES

### PRE-MEETING – 5:45PM

#### ❖ Art Center Update

Greg Wessling, the Cornelius Arts Center Board of Directors President gave a presentation (*Exhibit Book 30*) overview of the design timeline. Justin Dionne the Executive Director for the Cornelius Arts Center gave an overview of the pre-design process and concept renderings for a 500 seat theatre. The dream program would include a rehearsal room, 3 classrooms, 2 galleries, retail space, a lobby, offices, a warming kitchen, rooftop space and an outdoor amphitheater/greenspace. Mr. Wessling then outlined the next steps moving forward.

Commissioner Naas asked how much the facility will cost. Mr. Dionne stated that the numbers have not yet been finalized. Mayor Washam stated it depends on fundraising and the Town's commitment of \$5.5M (\$1.5M in land/\$4M in bonds).

Chief Hoyle stated that parking will become a real issue if the facility is added to the downtown area unless a parking structure of some sort is considered. Mr. Wessling stated that parking is being discussed.

#### ❖ FY 2019 Budget Workshop

Manager Roberts gave an overview of the proposed FY2019 Operating budget and the changes made since the May 7<sup>th</sup> presentation. The fund balance contribution was \$130K and now is proposed to be \$523K. The adjustments in capital include: the DDI aesthetics reduced from \$1.39M to \$1.1M, and the Bailey Road turf project reduced from \$1.3M to \$950K. The operating adjustments include: a \$2 per hour rate increase for the VFD; garbage fees and sidewalk maintenance have been reduced and the Art Center contribution has been reduced from \$143K to \$120K.

The Board discussed employee merit increase and benefits. Mayor Washam stated that it would be a good idea to do a new salary study.

#### ❖ Closed Session

Mayor Washam called for a motion to go into closed session to discuss a personnel matter, a real estate acquisition matter and to consult with the Town Attorney.

*Commissioner Miltich made a motion to go into Closed Session at 6:33PM.*

*Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

Upon return from Closed Session at 6:58PM, Mayor Washam dismissed everyone to go downstairs for the 7:00PM Regular Meeting.



## REGULAR MEETING – 7:00PM

### 1. CALL TO ORDER

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

### 2. DETERMINATION OF QUORUM

All commissioners were present for the meeting.

### 3. APPROVAL OF AGENDA

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

### 4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Bill Russell led the pledge after a moment of silence was observed.

### 5. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Bilodeau reported on the following:

- Attended the ASC Board meeting on May 16<sup>th</sup>
- Attended the VLN Hospitality Awards on May 17<sup>th</sup>
- Attended the Jazz Fest on May 19<sup>th</sup>
- Attended the VLN Board meeting this morning
- Attended the opening of the Cornelius Community Cupboard located at the Community Garden this afternoon
- The Memorial Day celebration hosted by the American Legion Post 86 will be held on May 28<sup>th</sup> at Town Hall (10AM)
- PARC – the exhibit of By Land By Sea will be on display until June 8<sup>th</sup>, the 2018 Beyond Walls exhibit is on display through November at Robbins Park, and Symphony in the Park will be held at Bailey Road Park on June 23<sup>rd</sup>

Commissioner Ross reported on the following:

- Attended the Jazz Fest on May 19<sup>th</sup>
- Attended the opening of the Cornelius Community Cupboard located at the Community Garden
- Attending a CCOG meeting on May 22<sup>nd</sup>

Commissioner Miltich reported on the following:

- Attended the I-77 Local Advisory Group meeting on May 10<sup>th</sup>
- Attended the TAB meeting on May 14<sup>th</sup>
- Attended the CRTPO meeting on May 16<sup>th</sup>
- Held the Cornelius Conversation meeting on May 17<sup>th</sup>
- Attended the Ocular Melanoma meeting on May 18<sup>th</sup>
- Attended the North-South Parkway subarea study meeting this morning
- Attended the opening of the Cornelius Community Cupboard located at the Community Garden

Commissioner Naas reported on the following:

- Attended the TAB meeting on May 14<sup>th</sup>
- Attended the CMS Town Hall meeting

Mayor Washam reported on the following:

- Participated in the Walk to School Day for JV Washam Elementary and Cornelius Elementary
- Attended the VLN Hospitality Awards
- Attended the ribbon cutting for Two Men and Truck
- Attended the Jazz Fest at Smithville
- Attended the opening of the Cornelius Community Cupboard dedication
- EDC – 33 projects in the region and 12 in Cornelius

6. CITIZEN CONCERNS/COMMENTS

**Joel Pfyffer**, the owner of Prosciutto's, expressed his appreciation of the Cornelius VFD's service and dedication throughout the years.

**David Judge** – 20206 Beard Street, expressed his support of the proposed pay increase for the Cornelius VFD.

**Michelle Ferlauto** – 21005 Sterling Bay Lane, expressed her support of the proposed pay increase for the Cornelius VFD. She also expressed her disappointment in recent conduct of Commissioners Gilroy and Miltich regarding the fire department.

**Johny Sutton** – 8808 Cherry Blossom Lane, expressed his support of the proposed pay increase for the Cornelius VFD.

**Chief Neal Smith** – spoke on behalf of the Cornelius-Lemley Fire & Rescue and stressed the importance of adequately staffing and compensating the firefighters that serve the community. He thanked the Board for working with him on considering a pay increase.

7. PRESENTATIONS

A. Cornelius PARC 5K Race for Jace Update

PARC Director, Troy Fitzsimmons gave an update on the Race for Jace 5K event held on May 4<sup>th</sup>. He explained that the PARC Department partnered with Top Deck Foundation and the Cornelius Police Department to raise funds to help cover some of the medical expenses for Jace Thompson, Captain Jennifer Thompson's son who is battling brain cancer. The 5K had 134 participants and raised over \$6,500 for the Thompson family. Captain Thompson thanked the community for all of their prayers and support.

B. HPC Member Recognition

Planning Director, Wayne Herron stated that Julie Miller could not attend the meeting as she was home sick. Mayor Washam stated that he would recognize her at a future meeting.

C. CAFR and PAFR Award Recognition

Mayor Washam presented Julie Niswonger with the 8<sup>th</sup> consecutive Comprehensive Annual Financial Report award the Town has received. He also recognized Finance Accountant, Cindy Johnston for her efforts in applying for and receiving the Town's 1<sup>st</sup> Popular Annual Financial Report award.

D. Land Use Plan Update – Alexander Farm

Planning Director, Wayne Herron gave a presentation (*Exhibit Book 30*) on the evaluation process being proposed for the Alexander Farm property. He explained that the preliminary recommendation is to apply a mix of land use categories to allow *Neighborhood Commercial* on the front portion and *Neighborhood Residential* on the back. Mr. Herron stated that the Board's feedback will help shape the recommendation that will then be presented to the Alexander property owners to receive their feedback. Staff will then receive public input before the Planning Board makes their final recommendation and the Town Board makes their final decision.

Commissioner Naas asked how the Town could reserve a portion of the property as park land. Mr. Herron explained that would need to be negotiated with the developer at that time. The *Land Use Plan* is only a guiding policy document.

Commissioner Bilodeau asked if new entry positions were being considered within the property. Mr. Herron explained that the Land Use Plan does not cover entry points within properties. The Town's zoning *Code* and NCDOT will dictate entry locations on development plans.

Commissioner Gilroy stated that the recommendation appears to be a very tactical answer and not consistent with the strategic objectives for the town long term. The ideal zoning would be *Rural Preservation*; however, the property is a prime piece of land. He believes that *Business Campus* with corporate office space would be the best use vs. creating more residential.

Commissioner Naas asked how the mixed uses were determined. Mr. Herron stated that it was based on the current zoning map; however, it can be manipulated and changed. Most likely any development proposal will go through the *Conditional Zoning* process.

8. PUBLIC HEARING

*Commissioner Naas made a motion to revise the agenda by hearing item 8B-FY2019 Operating Budget and Tax Rate before 8A-REZ 01-18 CD Nantz. Commissioner Gilroy seconded the motion and it passed unanimously, 5-0.*

A. FY2019 Operating Budget and Tax Rate

Mayor Washam called for a motion to open the public hearing for the FY2019 Operating Budget and Tax Rate. *The public notice is attached hereto.*

*Commissioner Gilroy made a motion to open the public hearing. Commissioner Naas seconded the motion and it passed unanimously, 5-0.*

Asst. Manager Grant gave an overview of the proposed FY2019 operating budget as follows:

### **Revenues**

- Property taxes continue to be the largest component of the Town' revenue (~60%)
- the assessed value projected for FY19 is \$5.5B
- sales tax revenue is projected to increase by 2%
- ElectriCities customers will have no rate increase; however, per State statute there will be a 6¢ per month increase due to the REPS Rider (renewable energy).

### **Expenditures**

#### **Personnel**

- 3% average merit increase (\$199K)
- 5% increase on health insurance (\$72K)
- ½ year IT position (\$24K)
- ½ year PD Records Clerk (\$21K)

#### **Operating**

- Art Center fundraising development (\$120K)
- Garbage collection (\$77K)
- VFD \$2 per hour increase (\$125K)
- Sidewalk, street, stream maintenance (\$42K)
- Park maintenance (\$25K)
- Cloud storage/PD body cameras (\$15K)
- Salary and benefits study (\$TBD)

### **Capital Funded Projects (from Fund Balance)**

- DDI aesthetics (\$1.1M)
- Street resurfacing (\$800K)
- Willow Pond Stream Restoration (\$100K)
- VFD equipment for new fire truck (\$90K)
- Police car equipment (\$125K)
- Police camera system (\$50K)
- Computer replacement program (\$45K)

### **Capital Funded Projects (Debt)**

- Street and Park bonds (\$6.7M)
- Park land (\$1M)
- Bailey Road Park track synthetic turf field (\$950K)
- Police patrol vehicles (\$235K)
- VFD vehicle (\$35K)

Mr. Grant then summarized the proposed budget and recommended the FY2019 tax rate be set at \$.255¢ per \$100 assessed tax value.

Commissioner Gilroy gave an overview of his slides being displayed on the tax rate history, Cornelius assessed values and the averages on spending and debt for the past 20 years, making his point on revenue neutral and containing government spending. Although he believes the police and fire departments do a phenomenal job, spending increases concern him.

Mayor Washam invited the public to comment and the following comments were made:

**Kristen Enwright** – 20909 Brinkley St., expressed her support for the fire department's proposed budget for a \$2 per hour rate increase and 4 additional positions.

**Dawne Kakitsis** – 21226 Norman Shores Dr., expressed her support for the fire department's proposed budget for a \$2 per hour rate increase and 4 additional positions.

**Leo Enwright** – 20909 Brinkley St., expressed his support for the fire department's proposed budget for a \$2 per hour rate increase and 4 additional positions.

**Rick Monroe** – Christofle Dr., expressed his support for the fire department's proposed budget for a \$2 per hour rate increase and 4 additional positions. He does not support the money budgeted for the DDI landscaping and believes that money could be better spent elsewhere.

**Arial Dust** – 20512 Willow Pond Rd., expressed her support of the fire department's request, as well as offering them health coverage and benefits.

**Bob Bruton** – 20235 Rainbow Cr., thanked the Board for giving the fire department the \$2 per hour pay increase. He suggested that a salary and benefits study be conducted annually so that the Town can stay competitive and retain staff.

**Ava Callendar** – Twin Oaks Community, expressed her support of the fire department's request for an additional \$2 per hour rate increase.

**PD Chief, Bence Hoyle** stated that he supported the fire department's pay increase. They are a hardworking, dedicated department and deserve the increase. The police department continues to be the lowest paid in the area and continues to lose officers to other agencies for better pay. Struggling to have the lowest tax rate year in and year out has created the annual spending increases required to climb out of the hole.

There being no further public comments, Mayor Washam called for a motion to continue the public hearing until June 4<sup>th</sup>.

*Commissioner Miltich made a motion continue the public hearing until June 4<sup>th</sup>. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

Commissioner Naas stated that he appreciates both the police and fire departments and has been in favor of the proposed \$2 per hour raise from the beginning. He has found the public outrage in last two weeks has not been constructive or how public officials should be addressed. He thanked the public for speaking respectfully speaking earlier but that his support of the fire department's request will be based on the comprehensive merits of the request vs. how high the community level of outrage is.

Commissioner Bilodeau thanked staff for their great efforts through his first budget process. He too supported the \$2 per hour raise from the beginning and still supports the increase.

B. REZ 01-18 CD Nantz

Mayor Washam called for a motion to open the public hearing #1 on REZ 01-18 CD Nantz to rezone property located at 18830 West Catawba Avenue.

*Commissioner Naas made a motion to open the public hearing on REZ 01-18 CD Nantz. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

Planning Director, Wayne Herron gave a presentation (*Exhibit Book 30*) on public hearing #1 of the proposed rezoning request made by Convenience Development Partners, LLC to develop a 9 acre parcel located at the corner of West Catawba Avenue and Nantz Road that will include a convenience store (2,940sf), three retail buildings ( $\pm$ 19,000sf) and Petsuities ( $\pm$ 14,000sf). The current zoning is *Neighborhood Mixed Use* and the *Land Use Map* shows the desire to be *Village Center*. The development will also include a future extension of Nantz Road.

Commissioner Naas questioned if the light at Nantz Road will remain. Mr. Herron stated only until the West Catawba widening occurs. Then there will be left over U-turns on the north and south side of Nantz Road; however, it has not been determined if they will be signalized or not. NCDOT is waiting to see what the TIA comes back with.

The primary concerns from the community meeting held on May 9<sup>th</sup> were on how much of the buffer would be removed and how much of the development will be visible. The Architectural Review Board will review the elevations on May 25<sup>th</sup>. The TIA is currently in process.

Attorney, Susan Irvin, representing the applicant added that there will also be a multi-use path that connects through the property.

Commissioner Naas questioned if pets at the Petsuite will be outdoors at all. Attorney Irvin stated that there will be a small outdoor yard but the swimming pool and other activities will all be located indoor. Commissioner Naas asked if any of the residents behind the proposed site voiced any concerns. Attorney Irvin stated that one couple from Edinburgh Square questioned if there would be a fence, how big the outside yard was and what the programming would be.

Evan Walton with Convenience Development Partners gave an overview of the site layout that includes the 7-11 gas station/convenience store that is currently located on the adjacent parcel. He explained that their current location is leased and will end in approximately 18 months. Manager Roberts asked for clarification on the closing of the current gas station. Mr. Walton explained that the existing pumps and tanks will be removed but demolishing the building is up to the property owner.

Commissioner Naas questioned how the West Catawba widening project might impact the development. Mr. Herron stated that any time a development is being proposed along a road with a widening project, the TIA has to be looked at three ways; as if nothing is built, as if the intersection remains as it currently is, and with the project widening. The proposed site plan has strategically set the buildings back far enough to accommodate the road widening and traffic mitigation.

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

*Commissioner Miltich made a motion to close the public hearing. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

## 9. CONSIDERATION OF APPROVAL

### A. Bailey Middle School (BMS) Synthetic Turf Funding Agreements

PARC Director, Troy Fitzsimmons gave an update on the Bailey Road Park Synthetic Turf project. He explained that the current synthetic turf fields have doubled if not tripled field availability because there is no shut down due to weather. The proposed new turf field at Bailey Middle School's track and field was budgeted at \$1.3M; however, the bid opening held on May 8<sup>th</sup> produced 4 bids and the lowest bidder came in at \$949K. Construction is set to begin as soon as CMS lets out for the summer.

*Commissioner Naas made a motion to approve agreements with BMS Booster Club, BMS PTSA, Lake Norman Giants, Carolina Rapids, and authorize the Town Manager and Attorney to finalize and execute the agreements. Commissioner Bilodeau seconded the motion and it passed unanimously, 5-0.*

### B. Bailey Middle School (BMS) Synthetic Turf Field Construction Contract

PARC Director, Troy Fitzsimmons explained the open bid process held on May 8<sup>th</sup> and that Astro Turf was the lowest responsive bidder.

*Commissioner Naas made a motion to award the synthetic turf contract to Astro Turf and authorize the Town Manager and Attorney to finalize and execute it. Commissioner Miltich seconded motion and it passed unanimously, 5-0.*



C. FY2019 Electric Fund Fee Schedule

Tim Kopacz explained the proposed FY19 fund fee schedule amendments.

*Commissioner Miltich made a motion to approve the amendments to the FY19 Electric Fund fee schedule as presented. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

10. CONSENT AGENDA

- A. Approve Minutes – Regular Meeting (May 7<sup>th</sup>) (Approved 5-0)
- B. Approve Minutes – Closed Session (May 7<sup>th</sup>) (Approved 5-0)
- C. Tax Refunds = \$132.56 (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. COMMISSIONER CONCERNS

There were no concerns expressed.

12. CLOSED SESSION

Mayor Washam reconvened the Closed Session that was recessed during the Pre-meeting.

A. Personnel Matter

*Upon return from Closed Session, Commissioner Miltich made a motion to approve a 3 year contract for Town Manager, Andrew Grant. Commissioner Naas seconded the motion and it passed unanimously, 5-0 (Commissioner Gilroy left before the meeting was adjourned).*

13. ADJOURNMENT

*There being no further business to discuss, Commissioner Miltich made a motion to adjourn at 10:30PM. Commissioner Naas seconded it and the motion passed unanimously, 5-0 (Commissioner Gilroy left before the meeting was adjourned).*

Approved this 4<sup>th</sup> day of June, 2018.

ATTEST:

\_\_\_\_\_  
Woody Washam, Jr., Mayor

\_\_\_\_\_  
Lori A. Harrell, Town Clerk



## BOARD OF COMMISSIONERS

**June 4, 2018  
MINUTES**

### **PRE-MEETING – 5:45PM**

❖ FY 2019 Budget Workshop

Asst. Manager Grant gave an overview of the FY2019 operating budget and the projects listed on the CIP.

❖ Closed Session

Mayor Washam called for a motion to go into Closed Session to discuss 2 real estate matters and 2 contractual matters under attorney-client privilege.

*Commissioner Miltich made a motion to go into Closed Session at 6:11PM. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

Upon return to the Pre-meeting, Mayor Washam dismissed everyone at 6:56PM to go downstairs for the 7:00PM Regular meeting.

### **REGULAR MEETING – 7:00PM**

1. CALL TO ORDER

Mayor Washam called the meeting to order at 7:09PM.

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 Ross seconded the motion and it passed unanimously, 5-0.

4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Boy Scout, Parker Miller and Troop 72 led the pledge after a moment of silence was observed.

5. MAYORAL PROCLAMATIONS

A. Boy Scout Troop 72 Anniversary

Mayor Washam recognized Troop 72's 50<sup>th</sup> anniversary and presented them with an executed copy of the Proclamation.

B. Lotta Good Day

Mayor Washam recognized Titus Bartolotta's Lotta Foundation for their efforts in helping the communities and presented them with an executed copy of the Proclamation.

C. Ten80 STEM League National Champs

Coach Brock Shipley introduced the Hough High STEM team that participated in the national Ten80 STEM finals and won. The team competed against high schools across the country and 3 teams from China. He explained that STEM is based on the idea of educating students by in science, technology, engineering and math by combining them and applying them to real-world applications.

The Board recognized their championship and thanked them for coming to share their accomplishment with the community.

6. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Bilodeau reported on the following:

- Attended the an Arts Center presentation at Brick Row on May 23<sup>rd</sup>
- Attended the Memorial Day celebration on May 28<sup>th</sup>
- Attended the Connecting Cornelius event this morning
- PARC updates – the Patriots Pier at Ramsey Creek Park dedication will be held on June 16<sup>th</sup> and Symphony in Park will be held on June 23<sup>rd</sup>

Commissioner Ross reported on the following:

- Chamber – June Mixer will be held at James Funeral Home on June 7<sup>th</sup>; Focus Friday topic HB514 will be held on June 15<sup>th</sup>; and the Power Luncheon will be held on June 22<sup>nd</sup>

Commissioner Miltich reported on the following:

- Attended the Memorial Day celebration on May 28<sup>th</sup>
- Attended the Smithville Community Coalition meeting on May 29<sup>th</sup>
- Attended the farewell luncheon for Manager Roberts on May 30<sup>th</sup>

Mayor Washam reported on the following:

- The Connecting Cornelius event was well attended this morning
- EDC – 21 projects in the region

7. CITIZEN CONCERNS/COMMENTS

Kristin Enwright – 20909 Brinkley St., expressed her support of the fire department's pay increase and 4 additional positions to adequately cover the Town.

Chief Neal Smith thanked the Board for their hard work throughout this year's budget. The \$2 per hour rate increase is greatly appreciated. He thanked the community for their support and educating themselves on volunteer vs. full time fire departments. He thanked Commissioner Gilroy for his A++ rating of the Cornelius VFD. Chief Smith continued to stress the importance of more man power to adequately cover the Town when both stations are out on calls at the same time.

Diane Gilroy – 22836 Torrence Chapel Rd., expressed her support of the Cornelius VFD and urged the Board to consider making the volunteer fire department a full-time fire department that feels valued by the community. She gave an analysis on Cornelius vs. Mt. Holly.

Jess Boye – 19825 Floral Lane, stated that she is the vice-chair of the Town's Historic Preservation Committee and expressed her concerns of the potential negative impact the proposed Hwy. 21/Catawba Avenue intersection improvements will have on the Smithville community. She urged the Board to help with the preservation of the Smithville community.

8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL

A. FY2019 Operating Budget and Tax Rate

Mayor Washam reconvened the public hearing from May 21<sup>st</sup>.

Asst. Manager Grant gave an overview of the FY2019 operating budget and the revisions made since the May 21<sup>st</sup> meeting as follows:

## **Revenues**

- Property taxes continue to be the largest component of the Town's revenue (~60%)
- The assessed value projected for FY19 is \$5.5B (+2%)
- Sales tax is projected to increase by 2% (+2%)
- ElectriCities customers will have no rate increase; however, per State statute there will be a 6¢ per month increase due to the REPS Rider (renewable energy).

## **Expenditures**

### **Personnel**

- 3% average merit increase (\$199K)
- 5% increase on health insurance (\$72K)
- ½ year IT position (\$24K)
- ½ year PD Records Clerk (\$21K)

### **Operating**

- Art Center fundraising development (\$120K)
- Garbage collection (\$77K)
- Director of Public Safety (TBD) (\$100K)
- VFD \$2 per hour increase (\$125K)
- Sidewalk, street, stream maintenance (\$42K)
- Park maintenance (\$25K)
- Cloud storage/PD body cameras (\$15K)
- Salary study

## **Capital Funded Projects (from Fund Balance)**

- Street resurfacing (\$800K)
- DDI aesthetics (\$200K)
- Willow Pond Stream Restoration (\$100K)
- VFD equipment for new fire truck (\$90K)
- Police car equipment (\$125K)
- Police camera system (\$50K)
- Computer replacement program (\$45K)

## **Capital Funded Projects (Debt)**

- Street and Park bonds (\$6.7M)
- Park land (\$1M)
- Bailey Road Park track synthetic turf field (\$950K)
- Police patrol vehicles (\$235K)
- VFD vehicle (\$35K)

Mr. Grant then summarized the proposed budget and recommended the FY2019 tax rate be set at \$.255 per \$100 assessed tax value. Staff recommends adopting the budget and setting the tax rate.

Mayor Washam invited the public to speak and the following comments were made:

Michelle Ferlauto – 21005 Sterling Bay Lane East, thanked the Board for their hard work on this year's budget. She expressed her continued support to properly staff the Cornelius VFD and urged the Board to consider adding the 4 additional positions.

Lisa Mayhew-Jones – 10520 Conistan Place, questioned if the two Hwy. 21 road projects listed under future bond projects was part of the budget vote. Asst. Manager Grant explained that the CIP list identifies the projects for a future bond that will be considered under a new bond referendum on the 2018 ballot.

Pam Jones – 21935 Riddles Ct., expressed her concerns with the Smithville community and how sometimes the community is forgotten when changes are discussed and implemented. She also expressed her support for the fire department. She urged the Board not to vote on the budget in order to allow time for revisions.

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

*Commissioner Gilroy made a motion to close the public hearing. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.*

Commissioner Bilodeau stated that he appreciated staff's hard work and that the DDI aesthetics and the fire department compensation were his two areas of concern.

Commissioner Naas stated that he supports the 3% merit increase, an added Park employee that is being covered by programming generated by non-resident fees, added resources for the Art Center so that the necessary expertise can begin their fundraising efforts, a \$2 raise for the fire department, and equipment and data retention for the police department. He stated that he did not support the \$200K budgeted for the DDI aesthetics.

Commissioner Gilroy stated that he is prepared to support the budget; however, the ongoing growth in recurring costs are still issues of concern. There are good future investments around roads and transportation that will be transformational.

Mayor Washam personally thanked staff for the hard work. He said he learned a lot, the Board worked hard to get it right and the process was good.

*Commissioner Miltich made a motion to approve Ordinance #2018-00682 adopting the FY2019 Operating Budget and set the tax rate at \$.255 per \$100 assessed value. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

**Ordinance #2018-00682 is hereby made part of the minutes by reference.**

## 9. PRESENTATIONS

### A. Recognize Anthony Roberts Years of Service

Mayor Washam and the Board of Commissioners recognized Manager Roberts for his 17 years of dedicated service and accomplishments during his tenure. They then presented him with an appreciation gift and wished him well in his new role as the Town Manager of Huntersville. Mayor Washam said that Cornelius looks forward to strengthening its relationship with Huntersville. Manager Roberts thanked the Board and the citizens of Cornelius.

A 15 minute recess was taken to wish Manager Roberts farewell.

## 10. CONSIDERATION OF APPROVAL

### A. Bond Referendum Resolutions

Finance Director, Julie Niswonger explained the three Resolutions requiring Board action to get the bond question on the 2018 ballot.

*Commissioner Miltich made a motion to approve Resolution #2018-00889 directing publication of notice of intention to apply to the Local Government Commission for approval of Bonds. Commissioner Naas seconded the motion and it passed unanimously, 5-0.*

**Resolution #2018-00889 is hereby made part of the minutes by reference.**

*Commissioner Ross made a motion to approve Resolution #2018-00890 authorizing the Finance Director to apply to the LGC for approval of the Town's proposed GO Bonds and submit application to the LGC. Commissioner Miltich seconded the motion and it passed unanimously, 5-0.*

**Resolution #2018-00890 is hereby made part of the minutes by reference.**

*Commissioner Miltich made a motion to approve Resolution #2018-00891 making certain statements of fact concerning proposed bond issue. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

**Resolution #2018-00891 is hereby made part of the minutes by reference.**

### B. Interlocal Agreement with Mecklenburg County for the Willow Pond Stream Restoration Project

Asst. to the Manager, Tyler Beardsley explained the Interlocal Agreement with the County for the Willow Pond stream restoration project.

*Commissioner Miltich made a motion to approve the Interlocal Agreement with Mecklenburg County for the Willow Pond Stream Restoration project and authorize the Town Manager and Attorney to finalize and execute it. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

### C. Resolution of Declaration of Surplus Property

Asst. to the Manager, Tyler Beardsley gave an overview of the property to be surplus and sold on GovDeals.

*Commissioner Miltich made a motion to approve Resolution #2018-00892 to surplus various town property and sell on GovDeals.com. Commissioner Naas seconded the motion and it passed unanimously, 5-0.*

**Resolution #2018-00892 is hereby made part of the minutes by reference.**

## 11. COMMISSIONER CONCERNS

### A. New Management Team

Manager Grant thanked the Board for having the confidence in hiring him as the new Town Manager. He explained that as part of his management team, Wayne Herron will become the Deputy Town Manager/Planning Director and that Tyler Beardsley will become the Asst. Town Manager/Public Works Director.

Commissioner Gilroy congratulated Manager Grant and said that he appreciated his hard work, unique people skills, technical knowledge and hussle.

Commissioner Naas stated that one measurement of a good leader is building a great staff.

12. ADJOURNMENT

*There being no further business to discuss, Commissioner Miltich made a motion to adjourn at 9:06PM. Commissioner Ross seconded the motion and it passed unanimously, 5-0.*

Approved this 4<sup>th</sup> day of June, 2018.

ATTEST:

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Woody Washam, Jr., Mayor

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Lori A. Harrell, Town Clerk



## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

**To:** Mayor and Board of Commissioners

**From:** Lori Harrell, Town Clerk

**Action Requested:**

Approve the minutes from the May 21st & June 4th Closed Session meetings.

**Manager's Recommendation:**

Approve minutes

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">05-21-18_Closed_Session_draft.docx</a>	Closed Session Minutes	Backup Material
 <a href="#">06-04-18_Closed_Session_draft.docx</a>	Closed Session Minutes	Backup Material

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: June 18, 2018

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

**Action Requested:**

Update the public officials appointments for the Town Clerk, Finance Director and Deputy Finance Director positions.

**Manager's Recommendation:**

Approve a Resolution appointing Lori Harrell as the Town Clerk, Julie Niswonger as the Finance Director and Wayne Herron as the Deputy Finance Director.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">RES-Appoint_Town_Clerk_Finance_Dir._Deputy_Fin._Dir._6-2018.doc</a>	Public Official Appointments	Resolution Letter

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**RESOLUTION APPOINTING TOWN CLERK, FINANCE DIRECTOR AND  
DEPUTY FINANCE DIRECTOR AND  
RATIFYING THEIR PRIOR ACTIONS**

**WHEREAS**, certain public officials are required by law to be appointed by the Town Board; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Town of Cornelius that the following public officials are hereby appointed nunc pro tunc to the date of their first employment: Lori Harrell appointed Town Clerk; Julie Niswonger appointed Finance Director; Wayne Herron appointed as a properly designated Deputy Finance Director (in addition to serving in the position of Deputy Town Manager).

**BE IT FURTHER RESOLVED** that all prior actions lawfully taken within the course and scope of employment by the above three appointed public officials are hereby ratified and affirmed by the Town Board as if said officials had been appointed at the time of such actions.

Adopted this 4<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Woody Washam, Jr., Mayor

ATTEST:

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

APPROVED AS TO FORM:

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