



# **TOWN OF CORNELIUS**

Cornelius Town Hall

## **BOARD OF COMMISSIONERS**

July 16, 2018

Agenda

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

- Pre-Discussion on ASCT Rhythm-NCDOT Municipal Agreement
- Pre-Discussion on TA 03-18 Temporary Parking for Civic Uses
- Pre-Discussion on Code of Ordinances, Title 7, Section 71.08 Manner of Parking
- Closed Session - Contractual Matter

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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. MAYOR/COMMISSIONERS/MANAGER REPORTS
6. CITIZEN CONCERNS/COMMENTS
7. PRESENTATIONS
  - A. 2019 Tax Revaluation
  - B. Charlotte Water Update
  - C. Jetton Road Safety Study
  - D. Smithville Land Use Update
8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL
  - A. TA 03-18 Temporary Parking for Civic Uses During Construction
9. CONSIDERATION OF APPROVAL
  - A. Planning Board Appointments
  - B. Bond Issuance Resolution
  - C. Street Acceptance - The Station at Antiquity
  - D. Code of Ordinances-Title 7, Chapter 71 Manner of Parking
  - E. ASCT Rhythm-NCDOT Municipal Agreement
10. CONSENT AGENDA
  - A. Approve Minutes - Regular Meeting
  - B. Approve Minutes - Closed Session
11. COMMISSIONER CONCERNS

## **12. ADJOURNMENT**

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

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Review and discuss the revisions made to the Municipal Agreement between NCDOT, the Town and Rhythm Engineering.

**Manager's Recommendation:**

Review the revised agreement for consideration at the Regular Meeting.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Manager/Planning Director

### Action Requested:

Text Amendment 03-18 for the provision of temporary parking for civic uses is scheduled for a public hearing and potential decision for the Town Board on the regular agenda.

This amendment did not go before LDCAB, as is our customary process, due to the quick timing of the need. So, many of you may not be familiar with the circumstances related to why this amendment is being proposed. Zoning text amendments should normally be considered for all applications, over the entire jurisdiction and apply to issues that are relevant to our entire Town, but once every so many years, an individual issue arises that needs a text amendment to make it work for the greater good.

In this case, the Town has been working with the Cornelius Library regarding temporary parking. The North Mecklenburg Branch of the Mecklenburg County Library closed last week for a one year renovation project. The Library projects that a large number of North Mecklenburg patrons will utilize the Cornelius Branch in the interim. They are concerned about the increased traffic and if adequate parking will be available.

Town Staff has proposed the following to work with the Library:

1. Ask the Library to coordinate with Cornelius Elementary School for parking during this summer period while school is not in session.
2. The Town and the Library will monitor the traffic and parking through the month of July and early August and determine what the actual usage is.
3. The Town has asked the Library to provide dates and times of daily programming that may be shifted to Town Hall during the next year.
4. If there is a need for additional parking, the Town is proposing this text amendment that would allow for temporary parking during construction projects, for a period of no more than 18 months. The applicant would be required to re-grass the property at the end of the use of the parking area.
5. If the text amendment is approved, it would allow the Library to utilize a Town owned property at the intersection of Catawba Avenue and Washam Street, if the Town agrees to the temporary usage.

### Manager's Recommendation:

Discuss the Code text amendment to be considered at the Regular Meeting.

#### ATTACHMENTS:

Name:	Description:	Type:
No Attachments Available		



## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Tyler Beardsley, Asst. Town Manager/Public Works Director

**Action Requested:**

Review and discuss the Code of Ordinances amendment defining Reverse Angled Parking.

**Manager's Recommendation:**

Review the proposed Code of Ordinances amendment to be considered at the Regular Meeting.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Closed Session

- Discuss a contractual agreement under attorney-client privilege.

**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: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager


**Action Requested:**

Mecklenburg County Tax Assessor Ken Joyner will give an update on the 2019 tax revaluation.

**Manager's Recommendation:**

Hear update.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">CORNELIUS_REVAL_2019_30_MINS_07_16_2018.pdf</a>	2019 Tax Reval	Presentation

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# 2019 Revaluation Update

Presented by the  
Mecklenburg County Assessor's Office

# Progress to Date

- 240,899 Parcels Completed
- 1,112 Residential Neighborhoods Completed (63%)
  - All neighborhoods will be completed by Mid October 2018
- 49% Total Increase
- 38% Residential Average Increase
- 75% Commercial Average Increase



# Progress to Date – Town of Cornelius

- 55% of parcels in Cornelius have been reviewed to date
- All neighborhoods will be completed by Mid October 2018
- 32% Residential Average Increase to date
- 48% Commercial Average Increase to date

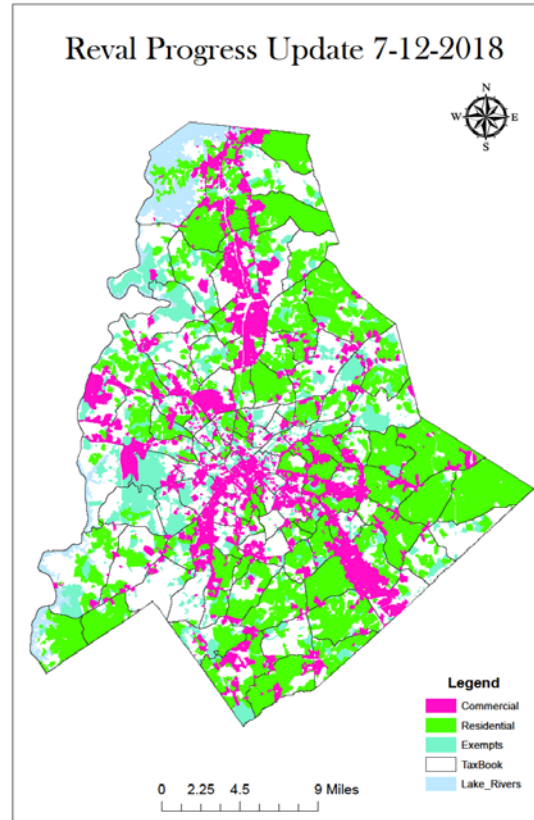


# Revenue Neutral Rate

- Intended to show the tax rate that would keep the local government's revenue neutral given its new tax base
- The revenue neutral rate is developed by each jurisdiction
- The rate must be published, but is not required to be adopted
- Must be included in the proposed budget submitted in reappraisal years

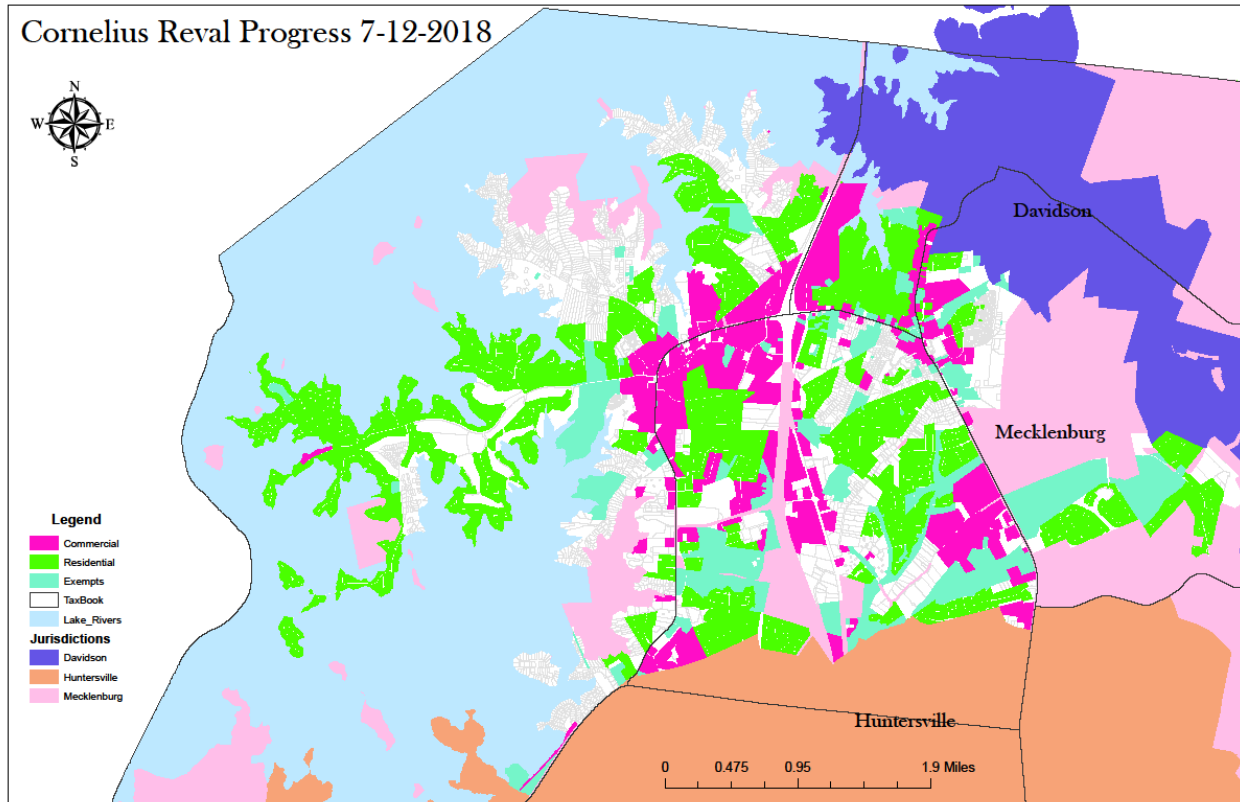


# Reval Progress





# Cornelius Reval Progress



# Progress to Date

- Upcoming 2019 Reval- Residential to date
  - Median Sales \$286,822
  - Median Ratio .995
    - The median ratio is the middle ratio when the ratios are arrayed in order of magnitude
  - COD 4.947
    - Coefficient of Dispersion represents the average percentage deviation from the median ratio. The lower the COD, the more uniform the ratios within the property group
  - PRD 1
    - Price-related differential is the mean divided by the weighted mean. PRD's above 1.03 tend to indicate assessment regressivity; PRD's below 0.98 tend to indicate assessment progressivity



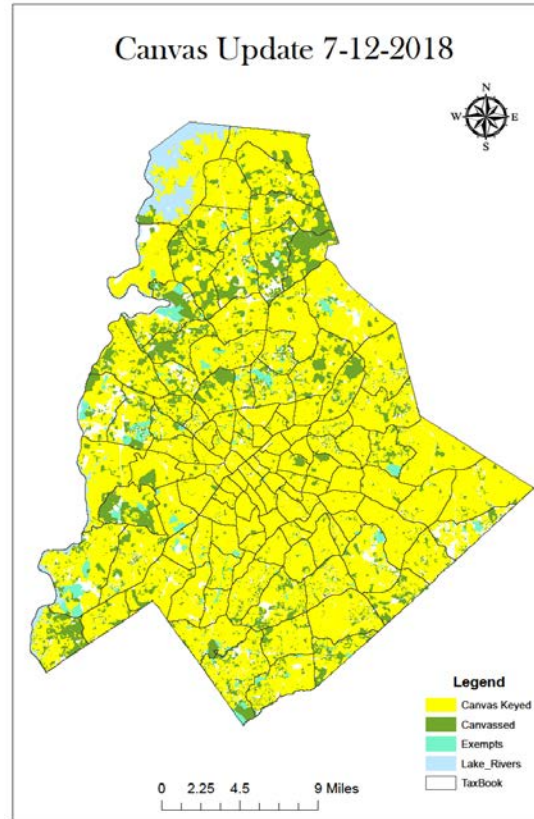
# Field Canvassing Update



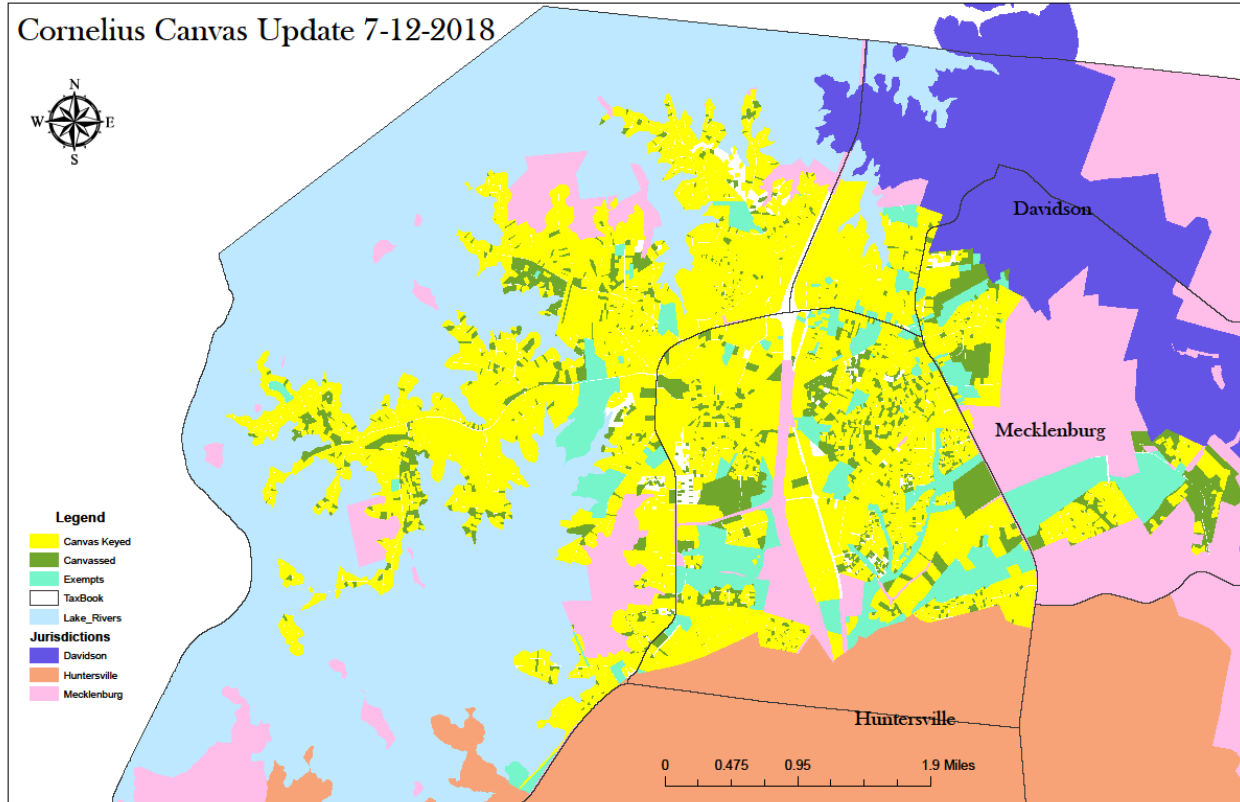
- 309,429 parcels canvassed to date
- Roughly 85% of Mecklenburg has been visited
- Major Neighborhoods completed
  - 340 neighborhoods were identified as Major out of 1,751 total
  - 103,238 parcels were Major
- 237,486 canvas parcels keyed



# Field Canvassing Update



# Cornelius Field Canvas Update



# Sales/Market Transactions

- 2011 Revaluation Qualified Sales
  - 15,656 in 2008
  - 9,898 in 2009
  - 8,140 in 2010
    - Median Sales Price was \$193,000
- 2019 Revaluation Qualified Sales
  - 24,092 in 2016
  - 25,073 in 2017
    - To date, Median Sales Price \$286,822
    - Increase of 49% reflected in the Median Sales Price



# Citizen's Review Committee

- Nine member panel – appointed by the BOCC
- Ex-officio members – representative from the NC Dept of Revenue and NC School of Government
- Highly qualified group of individuals
- Copy of General Statutes
- Dates and agendas set through April, 2018



# Citizen's Review Committee

- Purpose of the Citizen's Review Committee:
- Review overall operations
- Review the revaluation process
- Review appraisal methods
- Study statistical reports as to the 2019 Revaluation
- Monitor the progress
- Report its conclusions to the Board of County Commissioners and make recommendations





# Board of Equalization & Review (BER)

- Request by BER Chair, Bruce Miller, to increase the number of terms and membership in preparation for 2019 was approved by BOCC
- Majority of current BER will turn over prior to or in 2019
- Term limitation increased from two terms to three terms
- The number of members increased to 20 from 14
- Consistent with Mecklenburg's special legislation from 2011- Senate Bill 55

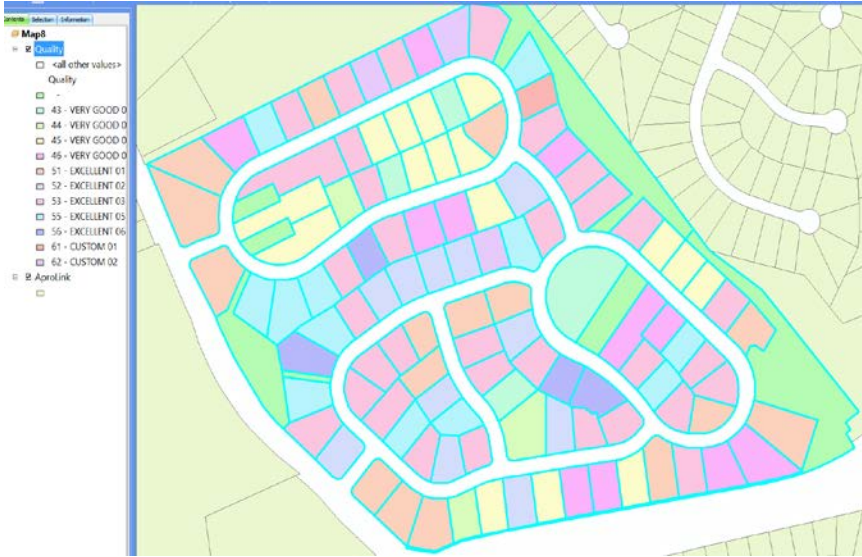


# New Grading System

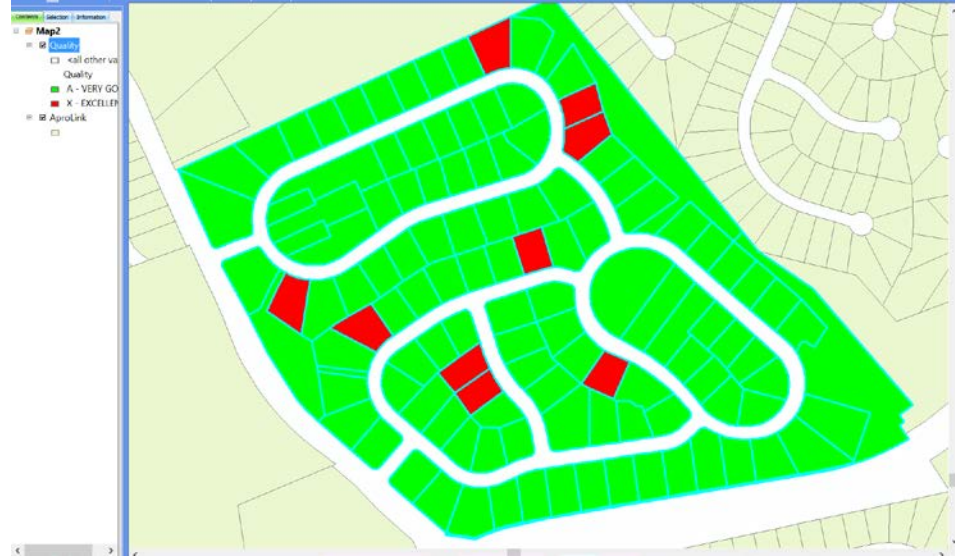
- Consistent with appraisal standards
  - Supported by market standards, IAAO standards, and Marshall & Swift Cost Estimator
- Ease of understanding for property owners
- Builds consistency between appraisers & within neighborhoods
  - Like houses in different areas graded similarly
  - Less subjectivity in grading
- Allows for adjustments based upon the construction details
- Single alpha grade will keep each neighborhood consistent and equitable in values
- Time & cost savings in mass appraisal with each revaluation



# New Grading System



Neighborhood W942 - BEFORE



Neighborhood W942 - AFTER



# Neighborhood Delineation

- Considered one of the most important tools in the revaluation process
  - Used in the majority of mass appraisal systems
  - Mecklenburg first used the NBHD system in 1972
- Divides Mecklenburg County into smaller geographic area
  - Typically, out of 1677 neighborhoods, they are 1,000 parcels or less
- Developed using natural and manmade boundaries
  - Manmade – Interstates, land use & zoning
  - Natural – lakes, creeks, & watersheds
- Analyzing market data is easier, and ensures equity
  - Determine depreciation, market variables & factors
- Maintains consistent values in a manageable market area
- Easier for the public to compare property values within a market area



# Neighborhood Delineation

Mecklenburg County - Property Record Card Property Search

Order: Address, Parcel ID

SEARCH Load Data Map History Filter Save

Account: Parcel ID: 2386249 Account No: 296230

Location Address: 9727 WOODBEND CT CHARLOTTE NC

Current Owner(s): JIN LINNA


Mailing Address: 9727 WOODBEND CT

1 Lot (See Plan)	9130
Land Use Desc	BFR
Improvement	-
Map for Use	W926
Legal Description	1.183 ACES.687
Land	1 LOT
Last Sale Date	06/27/2016
Last Sale Price	\$175,000

Map of Property

Valuation

Land Value	\$87,000
Building Value	\$196,000
Fixtures	\$300
<b>Total Appraised Value</b>	<b>\$213,300 *</b>



Overview

Building (1)

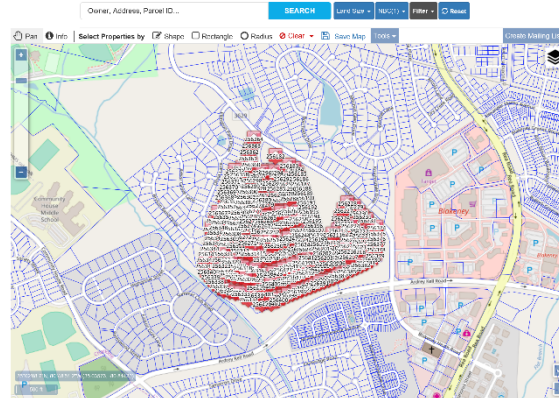
Year Built	1988
Arch. Use / Style	SINGLE FAMILY RESIDENTIAL
Stories	ONE AND ONE-HALF STORY
Total Sq Ft	2,338
Heat	FORCED AIR - DUCTED
Fuel	GAS
Related Area	2,044
Foundation	BLDG-RESIDENTIAL
Exterior Wall	ALUMINUM VINYL
Roofing (s)	1
Pool (s)	2
Gar (s)	1
Deck (s)	4

Misc. Improvements

Disclaimer  
Mecklenburg County makes every effort to provide the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Developed by Mecklenburg County Property Record Card Property Search

NBHD W926



NBHD W926

COMPER - Mecklenburg, NC

Refine By: Status: Active, Sale Price: \$250,000 - \$500,000, Property Type: Single-Family Home, Sort By: Date

Subject Property: 9727 Woodbend Ct Charlotte, NC 28226

37 Nearby Sales:

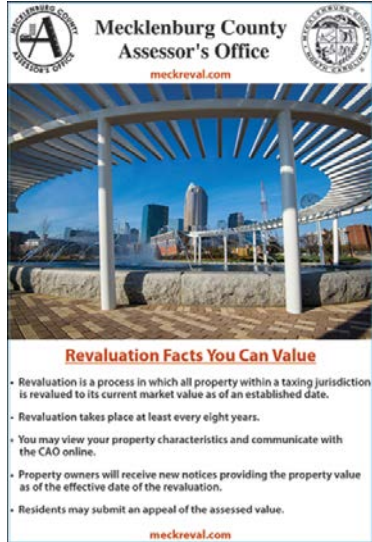
9726 Woodbend Ct	9726 Woodbend Ct	9726 Woodbend Ct
Price: \$415,000	Price: \$415,000	Price: \$415,000
Sale Date: 11/1/2016	Sale Date: 11/1/2016	Sale Date: 11/1/2016
9726 Woodbend Ct	9726 Woodbend Ct	9726 Woodbend Ct
Price: \$415,000	Price: \$415,000	Price: \$415,000
Sale Date: 11/1/2016	Sale Date: 11/1/2016	Sale Date: 11/1/2016



# Commercial 2011-2017



# Communication Plan



- Presented Revaluation information to all municipalities
- Revaluation Brochure
- Website-Branding and video messaging
- At least 100 speaking engagements in advance of 2019 Revaluation



# Communication Plan

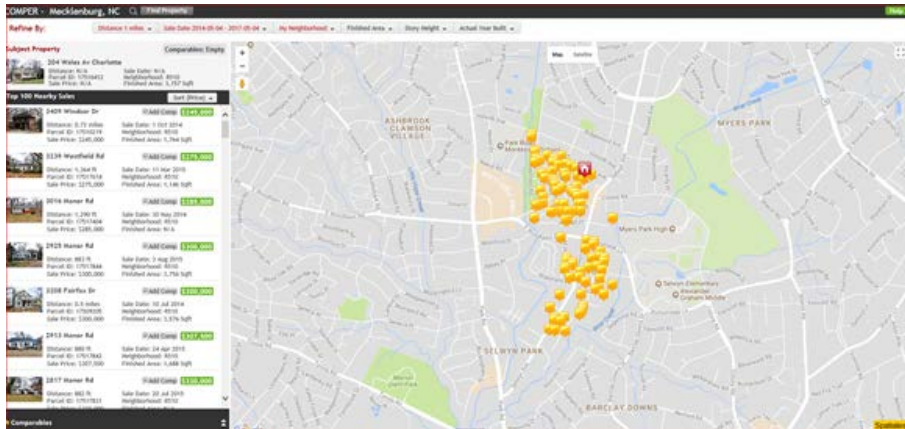
- Information Sessions – 86 scheduled to date
- City/County/Townships – 15
- Civic Groups – 34
- Neighborhood Associations – 26
- Faith Based Groups – 5
- General/Public Meetings – 6



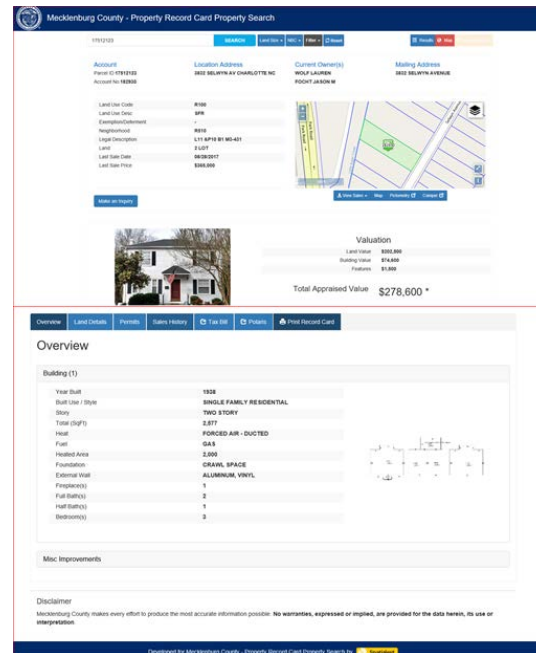


# Technology

# Spatialest Comper



# Spatialist Property Record Card



- Spatialist is embedded in Modria
  - Comper
  - Property Record Card



# Modria Tour

- **Modria is an online resolution portal for Mecklenburg properties**
  - The Modria Tour starts in Spatialest, Mecklenburg County's property information system, for accurate parcel specifics.
  - The link may be accessed by visiting:

<https://MeckReval.com>

# Enter the parcel number

Mecklenburg County - Property Record Card Property Search

Owner, Address, Parcel ID. **SEARCH** Land Size NBC More Reset

WELCOME TO MECKLENBURG COUNTY PROPERTY INFORMATION SYSTEM

This online service provides various ways to look up detail information about Real Estate Properties in Mecklenburg County, North Carolina, as recorded by the Tax Assessor. Information about current ownership, mailing address, legal property description, property values, building details, land use, sales, deeds, tax bills, street maps and directions can all be found on the detail pages of a chosen property.

We hope you find this service valuable and easy to use.

Enter all or part of your search criteria in the empty text boxes as labeled.  
Press the Search button to get a list of your search.  
To view property details click on 'Parcel' from the results list.  
Help is available from 8:00AM to 5:00PM during Mecklenburg County's normal operating business days.  
Use any of the following methods to contact the Tax Customer Service Center:

Phone: (704) 336-4600  
Email: [appeals@mecklenburgcountync.gov](mailto:appeals@mecklenburgcountync.gov)

You can search (in the search box above) using one of several different criteria, such as:

- Owner
- Address
- Parcel ID
- Use the pull down menus to filter by:
  - Year Built
  - Land Size
  - NBC
  - Land Use
  - Lot Size
  - Assessed Value
  - Sale Price
  - Sale Date
  - Beds
  - Baths

The property search provides various information on the selected property.

A Property Record Card	Property value information
Building Information	Sales Information
Misc. Improvements	Land Details
View sales of comparable properties (Comper)	View property on a map


# Click the situs link for parcel details



13905417 **SEARCH** Land Size NBC More Reset Results Map Save Results

Records Found Matching your criteria

Select the Subject Property showing records 1 to 1 of 1 Order By: Parcel ID

<div>1</div> 	<p><b>13905417 MILLS AIMEE E</b></p> <p>Location Address <b>8910 SCARSDALE DR MINT HILL NC</b></p> <p>Land Use <b>SFR</b></p>	<p>Total Appraised Value <b>\$ 295,200</b></p> <p>Land Size <b>2 Lot(s)</b></p> <p>Description <b>L17 &amp; 18 B2 M21-201</b></p> <p>Appraisal Neighborhood <b>N902</b></p>	<a href="#">View Property</a>
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## Disclaimer

Mecklenburg County makes every effort to produce the most accurate information possible. **No warranties, expressed or implied, are provided for the data herein, its use or interpretation.**

# Comper view and options

The screenshot displays the Mecklenburg County COMPER (County Open Market Property Evaluation Review) website. The browser address bar shows the URL: <https://nc-mecklenburg-citizen.comper.info/template.aspx?propertyID=13905417&venc...>. The page title is "COMPER - Mecklenburg, NC".

**Refine By:** Distance 1 miles | Sale Date 2014-05-04 - 2017-05-04 | My Neighborhood | Finished Area | Story Height | Actual Year Built

**Subject Property** (Market Value **\$299,200**) **Save My Comparables**

**8910 Scarsdale Dr Mint Hill**  
Distance: N/A | Sale Date: 26 Jul 2012  
Parcel ID: 13905417 | Neighborhood: N902  
Sale Price: \$242,000 | Finished Area: 3,102 Sqft

**34 Nearby Sales** Sort

Distance	Comparable	Price
8036 Dartmoor Pl Mint	Comparable	\$298,000
8923 Lauriston Pl Mint	Comparable	\$244,000
8911 Scarsdale Dr Mint	Comparable	\$274,000
8810 Scarsdale Dr Mint	Add Comp	\$280,000
8929 Lauriston Pl Mint	Add Comp	\$275,000
8811 Scarsdale Dr Mint	Add Comp	\$250,000
8901 Euston Ct Mint	Add Comp	\$270,000
8903 Euston Ct Mint	Add Comp	\$252,500

**Map** Satellite

**Creates pdf automatically attaches to Modria log**

**Help** **Print** **X Close**

Map data ©2017 Google 50 m Terms of Use Report a map error

Click the **X Close** to return to the Comper screen.

# Comper pdf

## Discussion

July 19, 2017

19-Jul-2017 02:52:51 PM **toni public** has completed **Filing a Citizen Inquiry - Event: Inquiry** filed successfully regarding parcel number 13905417. Mecklenburg CAO will review the details provided and contact the filer shortly.

02:52 PM

Toni Staff (Mecklenburg Cao)

TS 19-Jul-2017 02:56:18 PM Mecklenburg CAO has completed **Respond - Event: Please note** that Mecklenburg CAO appointed an appraiser to review this inquiry. The appraiser will review all the relevant facts at hand and may request additional information before either closing this inquiry, or submitting an Email Notification.

02:56 PM

Hello, can you please correct my bathroom count from 3 to 2?

03:11 PM

Modria Manager (Admin)



Added file [comper\\_19716322\\_874482.pdf](#)

Notification of  
Comper attachment

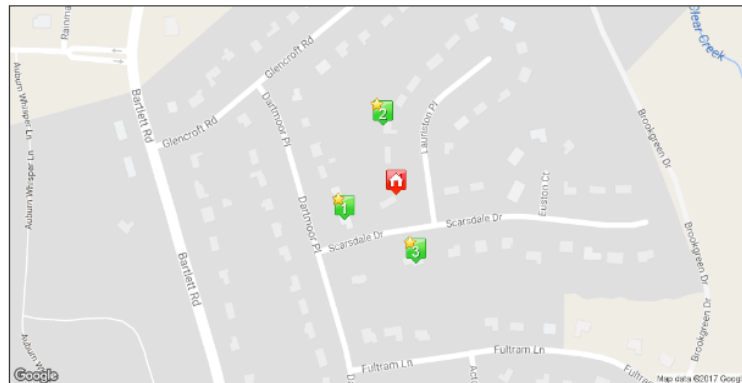
Post a message



☒ Press 'Enter' to send messages

# Printout

Parcel ID: 13905417



	Subject	Comp 1	Comp 2	Comp 3
Parcel ID	13905417	13905416	13905420	13905524
Address	8910 SCARSDALE DR MINT HILL	8936 DARTMOOR PL MINT HILL	8923 LAURISTON PL MINT HILL	8911 SCARSDALE DR MINT HILL
Distance	0 ft	236 ft	286 ft	291 ft
Parcel ID	13905417	13905416	13905420	13905524
Sale Price	\$242,000	\$298,000	\$244,000	\$274,000
Sale Date	26 / Jul / 2012	30 / May / 2014	28 / Oct / 2015	14 / Aug / 2015
ghborhood	N902	N902	N902	N902
ished Area	3,102 Sqft	2,772 Sqft	2,201 Sqft	2,423 Sqft
lding Type	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL
Bedrooms	5	4	3	3
Full Baths	3	2	2	2
Year Built	1986	1987	2004	1986

# Posting a message to CAO staff



Cases Reporting Account Management Policy Center ▾ Templates ▾ Downloads

POWERED BY  
MODRIA®



Inquiry: toni public - Parcel: 13905417 Year: 2017

Inquiry #504516 | Order #1500488782381 | Amount: 295200.00 USD

Discussion

Files

Information

Timeline (2)

## WAITING APPRAISER REVIEW

Mecklenburg CAO appointed an appraiser to review the filer's inquiry



Next Step  
03-Aug-2017

(Test) Set AutoClose...

(Test) Set AutoRemin...

Admin: Auto Close

Admin: Auto Reminder

Assign Staff

Automatic Assignmen...

### Discussion

### Internal

July 19, 2017



Toni Public (Filer)

19-Jul-2017 02:52:51 PM toni public has completed **Filing a Citizen Inquiry** - Event: Inquiry filed successfully regarding parcel number 13905417. Mecklenburg CAO will review the details provided and contact the filer shortly.

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Toni Staff (Mecklenburg Cao)

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02:56 PM



Toni Public (Filer)

Hello, can you please correct my bathroom count from 3 to 2?

03:11 PM

Post a message

# Email and link into Modria

[EMAIL](#)[PRICING](#)[FAQ](#)

Inbox:

toni\_public



toni\_public@mailinator.com  
m8r-29iyn9@mailinator.com

To: [toni\\_public](#)  
From: [no-reply@trial-mecklenburg.modria.com](#)  
Message Id: 1497989037-200036947054-toni\_public  
Subject: **Your Inquiry No: 504501 - Inquiry submitted successfully**  
Received: Tue Jun 20 2017 16:03:57 GMT-0400 (Eastern Daylight Time)

text/html

Secure Link

Dear toni public,

We are contacting you regarding [Mecklenburg Resolution Center Inquiry: 504501](#) (Parcel #: 13905417)

Thank you for filing an inquiry regarding parcel number 13905417. Our services will review the details you provided and contact you shortly.

Sincerely,

**Mecklenburg Resolution Center**

Mecklenburg County Government - Assessor's Office

Website: [Click Here](#)

Powered by Modria



# Modria inquiry CLOSED

←

→

https://trial-mecklenburg.modria.com/#casedetails/504516

🔒

📄

Mecklenburg County (TEST) - ...

Resolution Center

Google


🏠

★


⚙️

FileEditViewFavoritesToolsHelp

🌟Suggested SitesWeb Slice Gallery

CasesDownloads

POWERED BY  
MODRIA<sup>®</sup>



←

Inquiry: toni public - Parcel: 13905417 Year: 2017

Inquiry #504516 | Order #1500488782381 | Amount: 295200.00 USD

CLOSED - COMPLETED

The Appraiser concluded that the inquiry was completed, and closed it.

Discussion

Files

Information

Timeline (3)

Discussion

July 19, 2017

TP

19-Jul-2017 02:52:51 PM toni public has completed Filing a Citizen Inquiry - Event: Inquiry filed successfully regarding parcel number 13905417. Mecklenburg CAO will review the details provided and contact the filer shortly.

02:52 PM

TS

19-Jul-2017 02:56:18 PM Mecklenburg CAO has completed Respond - Event: Please note that Mecklenburg CAO appointed an appraiser to review this inquiry. The appraiser will review all the relevant facts at hand and may request additional information before either closing this inquiry, or submitting an Email Notification.

02:56 PM

TP

19-Jul-2017 04:31:48 PM Arbitrator has completed Respond - Event: The Appraiser indicated that this inquiry was completed. Specifically, the Appraiser indicated the following: "I have updated your bathroom count from 3 to 2 and it has been corrected in CAO database. Thank you for your time." Consequently, this inquiry is now closed.


03:11 PM

TP

Hello, can you please correct my bathroom count from 3 to 2?

04:31 PM

Posting messages to this discussion is disabled (the case may be closed or you do not have permission to post at this time)

 ☒ Press 'Enter' to send messages

# **MODRIA**

A convenient tool to share information, communicate  
and build relationships in our community.

# Elderly or Disabled Property Tax Homestead Exclusions

- Elderly or Disabled Requirements (exclusion of \$25,000 or 50% of taxable value)
  - Deed in applicant's name or title to residence as of January 1st
  - Must be N.C. resident
  - At least 65 years of age or totally and permanently disabled.
  - Has income for the preceding calendar year of NOT MORE than the income eligibility limit
- Disabled Veterans Homestead Exclusions (first \$45,000 of assessed value)
  - Deed in applicant's name or title to residence as of January 1st
  - Must be N.C. resident
  - Honorably discharged veteran – 100% disabled (service related)
  - There is no age or income requirement
- Application available online or call 704-336-7600 for application



# Quality Control

- Hired QC Coordinator
  - Reviewing all aspects of Reval
  - Training staff
  - Documenting Procedures and Processes
  - New Appraisal Field Manual
- Data cleansing
  - Spatialest is a GIS based CAMA toolset that works with and enhances the functionality of any CAMA system. Also provides post analysis which identifies areas or properties at high risk of appeal
- Vincent Valuations
  - method of sales cleansing
- Statistical Analyst-Josh Myers Valuations



# Table of Resources

- 46 New positions have been added to the CAO since FY2013
- FY2013
  - Revaluation Reserve Funds approved[\$3,250,000]
  - Positions Hired: Transferred from LUESA to new CAO
    - Assessor's Office Business Manager
    - IT Program Manager
- FY2014
  - Revaluation Reserved Funds Allocated [\$1,000,000]
  - Street Level Photo Imagery
  - Positions Hired: 20 total
    - IT Business Analyst
    - 10 Appraisers (one reclassified to Assistant Assessor)
    - 5 Assessment Analyst
    - 2 Business Personal Property Auditors
    - 2 Personal Property Admin Support



# Table of Resources

- FY2015
  - Revaluation Reserved Funds allocated [\$1,000,000]
  - Positions Hired:
    - 2 Transferred positions from BSSA
    - IT Business Analyst: redirection from OTC
    - Senior Reporting Analyst: redirection from Manager's Office
    - Admin Support Staff
- FY2016
  - Revaluation Reserve Funds approved[\$750,000]
  - Technology
    - CAMA maintenance increase
    - Street View Pictometry funding for Phase 2



# Table of Resources

- FY2017
  - Approved Funding for following systems
    - Modria online dispute and resolution center
  - Positions Hired
    - Revaluation Manager
    - 6 Senior Appraisers (Revaluation Team)
    - Approved Funding for 10 Temporary clerical support for data entry and 10 Temporary field listers for canvassing
- FY2018
  - Approved Funding for Farragut Appeals Module
  - Approved Funding for the following positions
    - 5 Assessment Analysts
    - 5 Real Property Appraisers
    - Appraisal Manager
    - Q&T Coordinator
    - 2 Property Admin Support II's



# Awards and Recognition

- CEAA awarded to the Mecklenburg CAO
  - CEAA is awarded to jurisdictions that have developed superior assessment practices in all aspects of their operations
  - Only 2<sup>nd</sup> County in the state to achieve award
  - Since 2004 only 38 jurisdictions have received this award
  - 1 of 3 jurisdictions to receive in 2017





# Awards and Recognition

## 2017 IAAO Designations

- Cecil Jackson-AAS
  - 2015 RES
- John Geier- RES
- Sandy Martin-PPS
- Eric Anderson-PPS



# Calendar of Events-BOCC

- 1/17-7/19 Community Engagement (100 expected speaking engagements)
- 1/18-12/18 Citizens Review Committee
- 8/18 BOCC Initial Presentation of Schedule of Values
- 9/18 Public Hearings for Schedule of Values
- 9/18 BOCC Adoption of Schedule of Values
- 10/18 CAO Value Finalization
- 1/19 Notices of Value Mailing
- 7/19 Tax Bill Mailing – FY20 Collections



## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Angela Lee, the new Director of Charlotte Water will give an update.

**Manager's Recommendation:**

Hear update.

**ATTACHMENTS:**

Name:	Description:	Type:
No Attachments Available		

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

To: Mayor and Board of Commissioners

From: Tyler Beardsley, Assistant Town Manager/Public Works Director

### Action Requested:

In 2016, The Town hired WSP Engineering to evaluate the intersection of Jetton Road and Old Jetton Road. The study recommended limiting straight and left turn movements from the side streets of Old Jetton Road and shopping center of Brooklyn South. The Town conducted a survey regarding the proposed changes to get feedback from the citizens and business in the area of this intersection.

In the spring of 2017, the Town lowered the speed limit to 35 mph from 45 mph from West Catawba to Peninsula Shores Drive in an effort to reduce accidents and make the Jetton Park crosswalk safer. At that time, the Town Board asked staff to look at the effectiveness on accidents of lowering the speed limit a year after the implementation of the lower speed limit. During this year, there were 9 accidents which the average from the previous 6 years was 6 accidents per year. The Town conducted a second survey to get additional feedback from the citizens and businesses regarding the potential elimination of the straight and left turn movements off Old Jetton and the shopping center with Brooklyn South. Staff also looked deeper into the accidents to determine the cause of these accidents and potentially other solutions based on this accident information.

This presentation will include the results of the survey, accident data analysis, and considerations for next steps.

### Manager's Recommendation:

Hear presentation from staff and receive comments from citizens and business owners.

### ATTACHMENTS:

Name:	Description:	Type:
 <a href="#">Jetton Road Safety Survey 1 Yr Results after DB WW meeting.pdf</a>	Jetton Road Safety	Presentation



# Jetton Road Safety Study One Year Later-Survey Results July 2018



# April 25<sup>th</sup> Neighborhood Meeting

- Staff presented results and finding of accident rate one year after the Town lowered the speed limit to 35mph to a group of approximately 50 citizens at the Peninsula Club House.
- At this meeting, staff discussed alternative 1, which eliminated Straight and Left Turns movements from Old Jetton Road and the driveway of the Brooklyn South Shopping center.
- Town Board asked for residents to fill out a second survey regarding the safety of this intersection.

# Communications

- April 25 meeting notice:
  - Mailed to residential property owners in Jetton Cove at Charles Towne Lane & Jetton Cove
  - Direct contact with available HOAs in the area
  - Mailed to business property owners of Jetton Village & Peninsula Village
    - » (~220 pieces mailed on or about April 11)
  - Posted on Nextdoor to approximately 700 households on April 11. Reminder posted on April 24.
  - Email sent to ~ 20 business contacts on April 11; reminder sent April 25
  - Hand delivered notices to businesses

# Communications (cont'd)

- Post meeting notification:
  - Included link directly to the survey
  - Followed same notification procedure
  - Included link to our website for background information



# Summary

	2017	2018
Responses	324	320
Residents	95%	87%
Businesses	5%	13%

- Increase in business participation this year is attributable to Princeton Management, which manages several commercial buildings.

# Responses

## 2017

Answer Options	Overall	Residents	Business
Retain the current traffic pattern.	38%	37%	64%
Eliminate left turns and straight across movements ONLY from Old Jetton Road to Jetton Road. (Heading north on Old Jetton Road will take you to West Catawba Avenue.)	29%	30%	29%
Eliminate left turns and straight across movements from BOTH Old Jetton Road and the CVS/Brooklyn South parking area. (U-turns are allowed at the intersection of Jetton Road and West Catawba Avenue to travel west on Jetton Road.)	33%	33%	7%

## 2018

Answer Options	Overall	Residents	Business
Retain the current traffic pattern.	60%	54%	100%
Eliminate left turns and straight across movements from both Old Jetton Road and the CVS/Brooklyn South parking area (see illustration below). U-turns would continue to be allowed at the intersection of Jetton Road and West Catawba Avenue to travel west on Jetton Road.	40%	46%	0%

# Residential Responses

- Approximately 17% of total households in the target area responded (compared to 21% responding in 2017)
- Neighborhoods with the highest response rate:

Neighborhood	% of Survey Participants	
	2017	2018
The Peninsula	59%	44%
Patrick's Purchase	10%	10%
Jetton Cove	10%	9%

# Comments

- Town received a total of 184 comments on the 320 survey responses.
- The majority of the comments touched on:
  - U-turn movement creates more safety concerns and is a dangerous movement (37 comments)
  - Raise the speed limit back to 45 mph (or 40mph) (32 comments)
  - the proposed changes will hurt ingress and egress to businesses (17 comments)
  - A roundabout/signal is a solution (18 comments)
  - Something needs to be done at this intersection because it is too dangerous. (18 comments)

# Comments cont.

- There were additional comments from a minority regarding:
  - Keeping the intersection the way it is. (6 comments)
  - Remove the landscaping/regrade hill on Duke Energy property for better sight distance. (5 comments)
  - Implement the option the citizen presented from the meeting at the Peninsula Club. (9 comments)
  - In favor of Alternate 1. (4 comments)

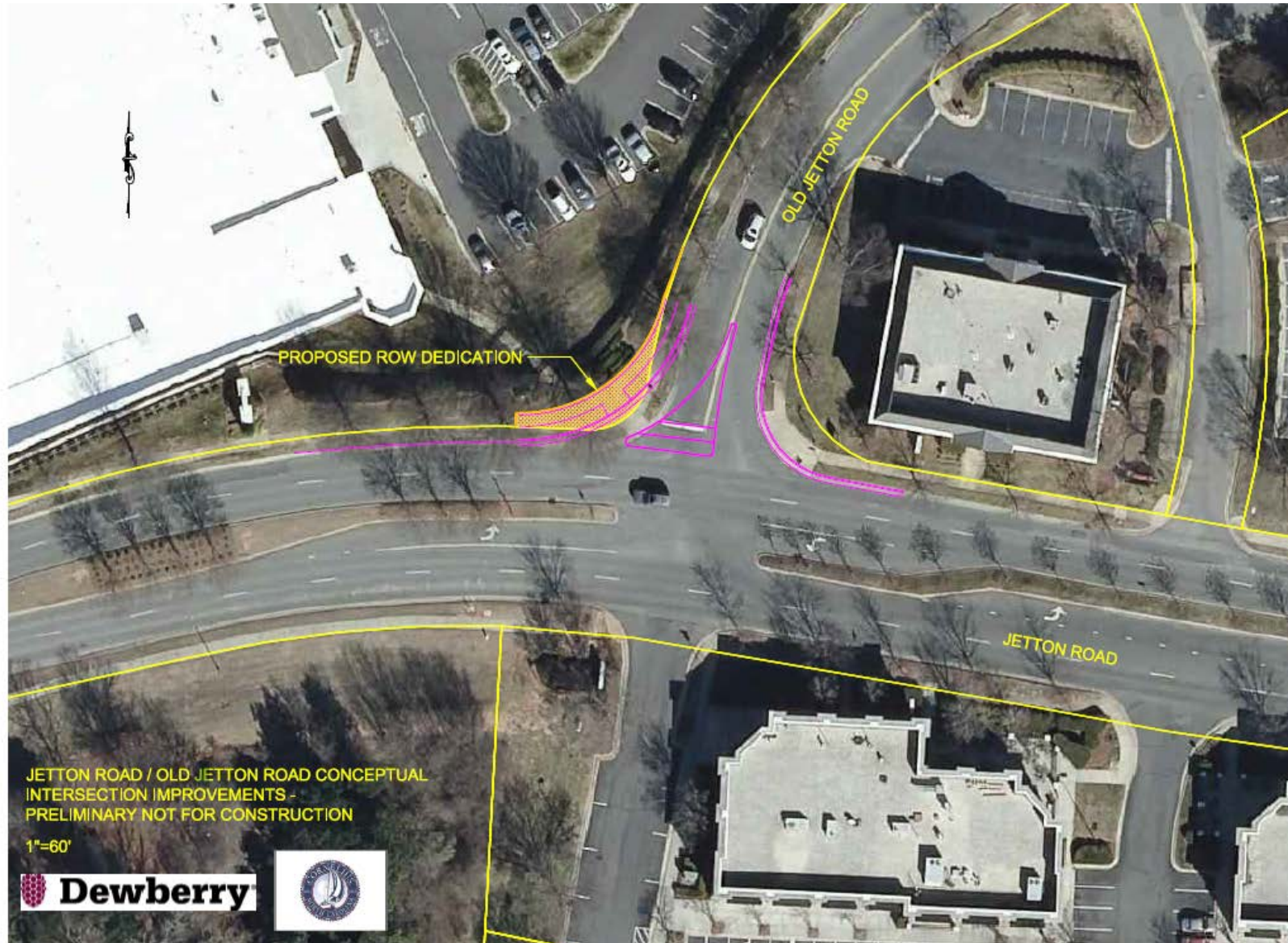
# Accident Rate by Intersection

Intersection	ADT	Annual Vehicles (millions)	2017 Total Accidents	Accident Rate (accidents/million vehicles)
115/Bailey	24500	8.9	29	3.243
Westmoreland/21	34000	12.4	33	2.659
<b>Jetton/Old Jetton</b>	<b>13500</b>	<b>4.9</b>	<b>8</b>	<b>1.624</b>
Catawba/115	33000	12.0	18	1.494
Jetton/West Catawba	37000	13.5	18	1.333
Catawba/21	38500	14.1	17	1.210
US 21/Bailey	35000	12.8	15	1.174
115/Davidson St	17160	6.3	7	1.118
West Catawba/Torrence Chapel	35900	13.1	10	0.763
115/Washam Potts	25600	9.3	7	0.749
West Catawba/One Norman	34600	12.6	8	0.633
West Catawba/Westmoreland	35000	12.8	7	0.548
West Catawba/Bethel Church	34500	12.6	5	0.397

# Accident Analysis

- The Board asked Staff to dig deeper into the accidents, in terms of time of year, weather, cause of the accident.
- There were 37 total accidents between January 2013 and May 2018
- Of the 37 accidents, 27 would have been prevented by implementing Alternative 1 (73% of crashes)
- Of the 27 accidents that would have been prevented by implementing Alternative 1; 24 of the drivers came from Old Jetton Road (89%) and 3 came from the Brooklyn South side.
- Time of year (leaves on Crepe Myrtles), time of day, and weather did not factor into accidents.

# An Option to Consider: No Straight/Left Turn Option from Old Jetton

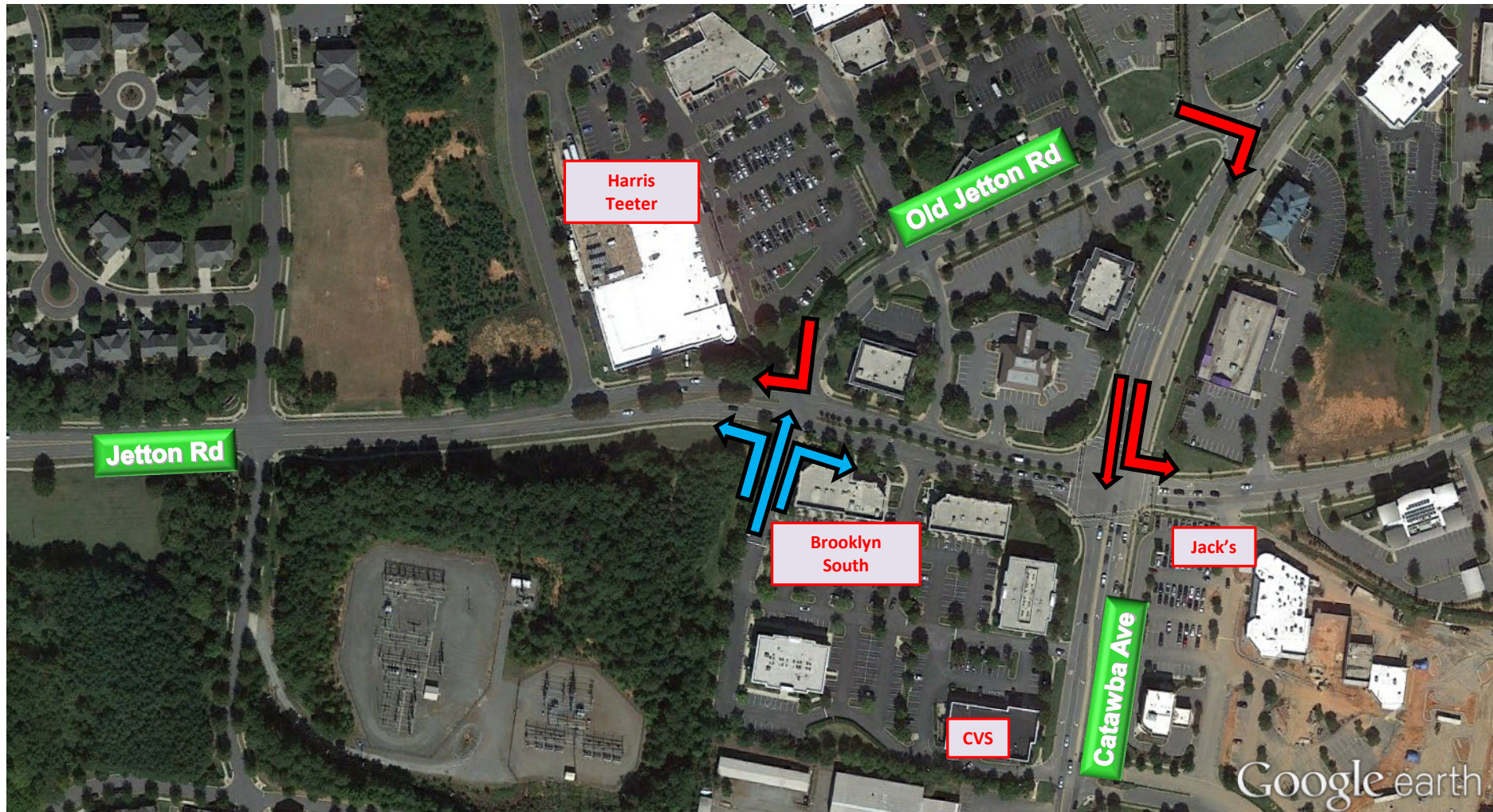




# An Option to Consider:

## No Straight/Left Turn from Old Jetton

- Since the majority of the accidents originated from Old Jetton, an option to eliminate straight/left turn movements was investigated.
  - Straight and Left turn movements from and into the Brooklyn South side will still remain.
  - This option does not force the U-turn movement at West Catawba and Jetton.
  - Ingress and Egress from the businesses remains practically the same.
- Extend median at Beaufain Drive to help prevent u-turn movements.
- Add signage to inform and direct drivers.



# Receive Public Comments

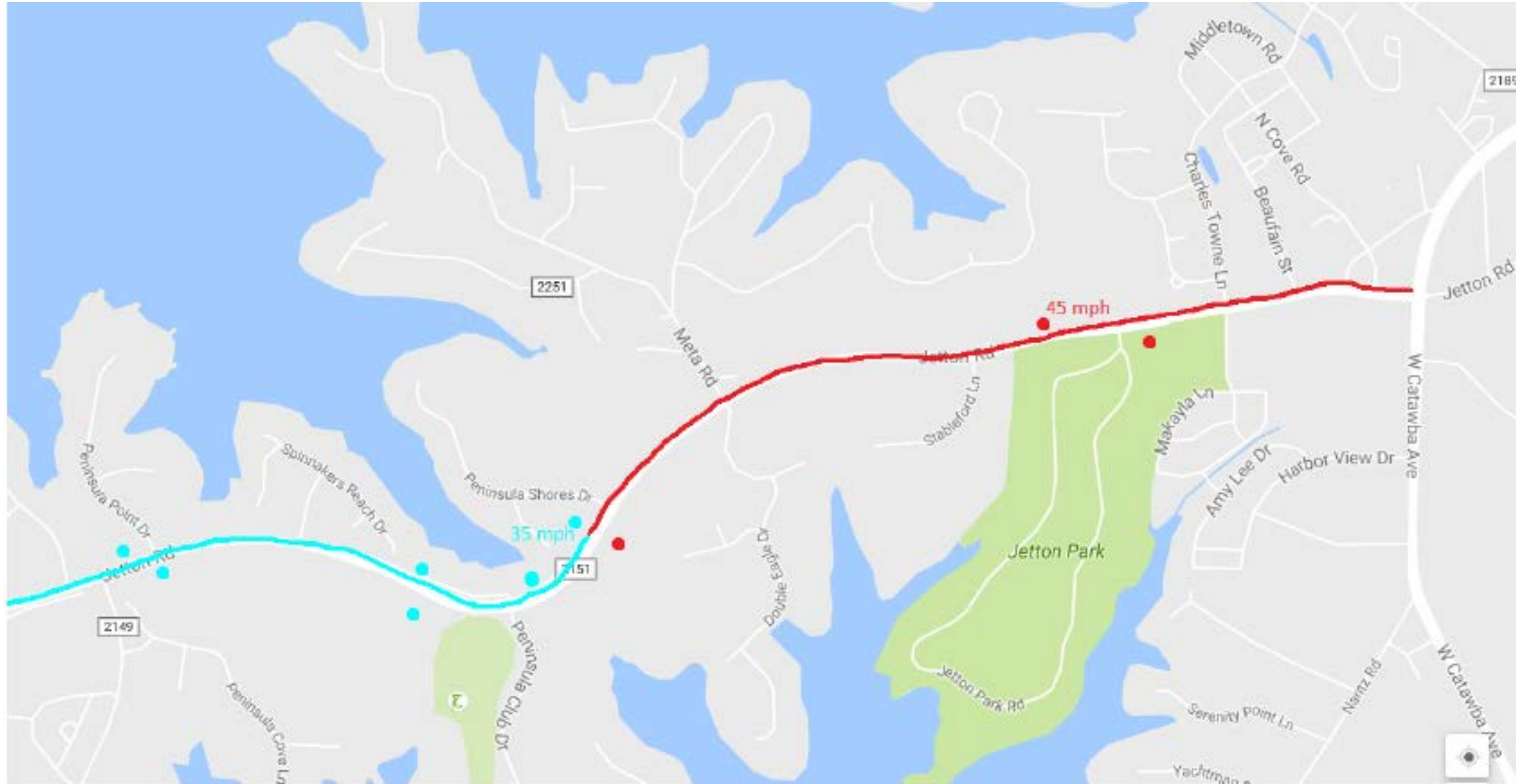
- Board Discussion to follow Public Comments

# Discussion Topics

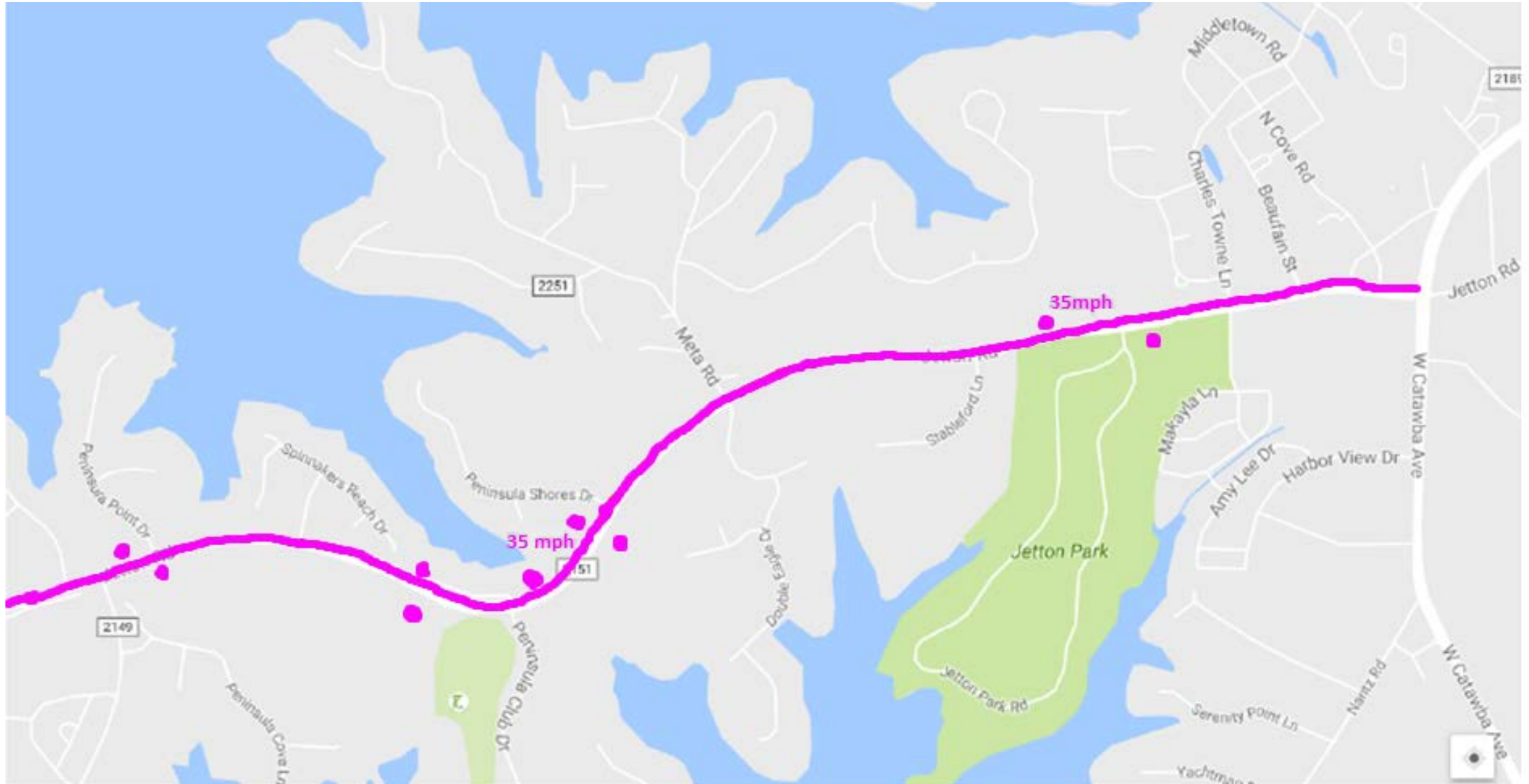
- No Right Turn Option
- Speed Limit
- Crosswalk Lights



# Speed limit prior to change



# Current Speed limit



# Curve at Peninsula Club Drive

- Design speed of curve on Jetton at near Peninsula Club Drive is 40 mph posted speed limit.





# Cost of Construction of No Right Turn Option

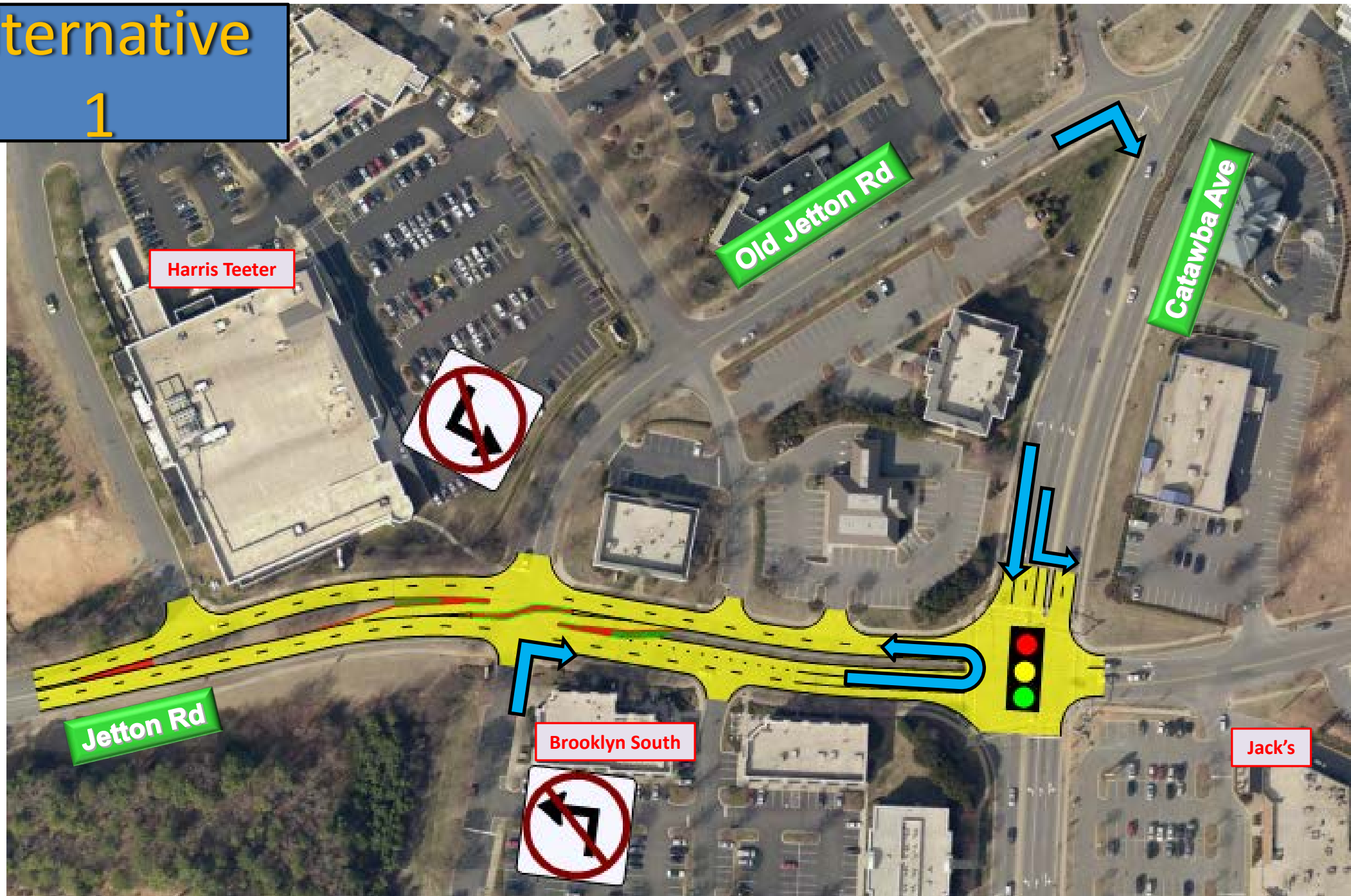
- Right-of-Way at Harris Teeter-\$20,000-\$30,000 based on Tax Value
- Pork Chop Island and Median at Beaufain-\$25,000-\$35,000



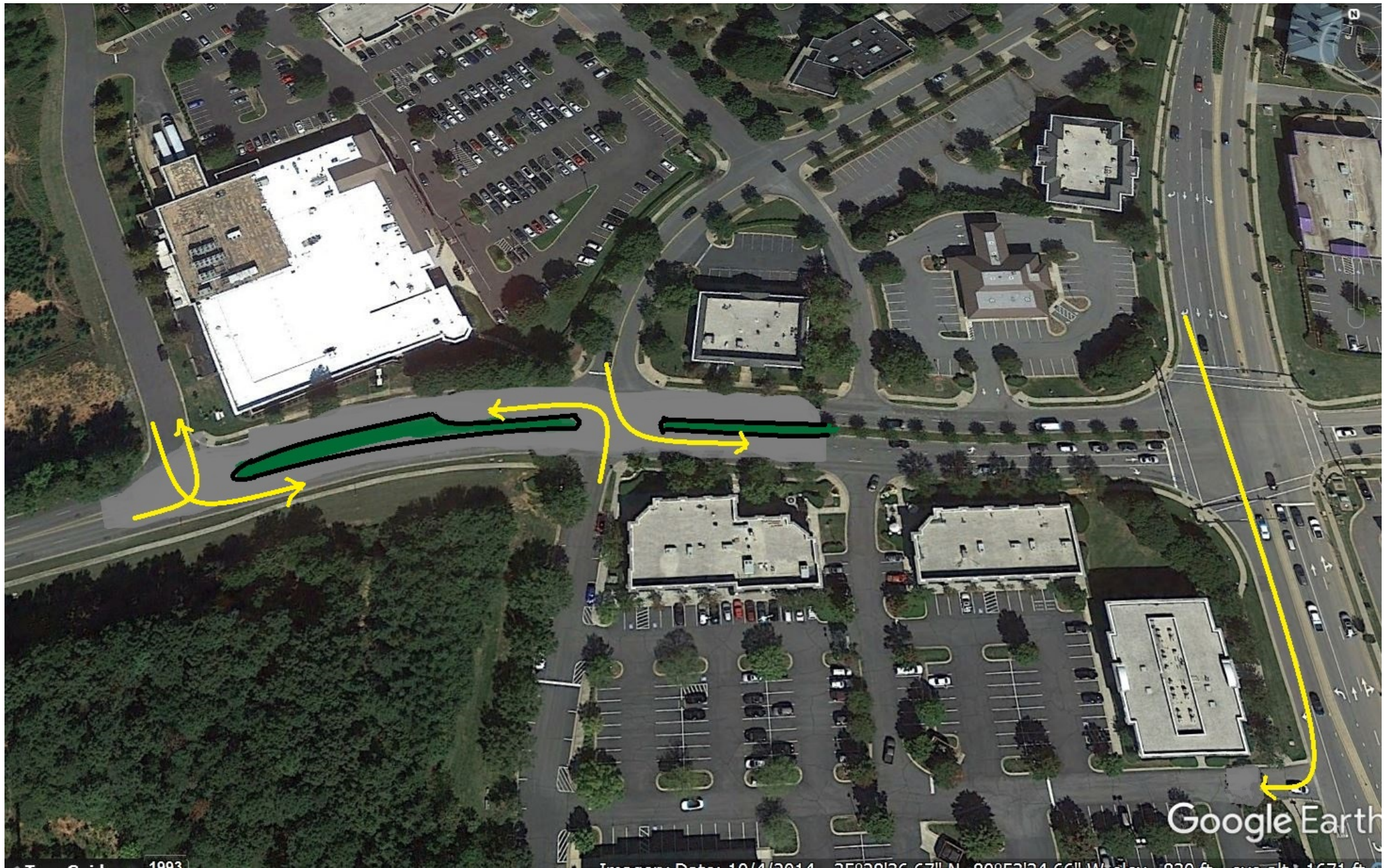
# Cost for Pedestrian Improvements at Park

- Change to RRFB--\$6,000-10,000

# Alternative 1







Google Earth



## REQUEST FOR BOARD ACTION

 **Print**

**Date of Meeting:** July 16, 2018

**To:** Mayor and Board of Commissioners  
**From:** Wayne Herron, AICP  
Deputy Manager/Planning Director

### Action Requested:

The Town recently conducted two community land use meetings over a two week period in May with the Smithville neighborhood.

The meetings were extremely productive. While two weeks was certainly not adequate time to solve all issues or come to complete consensus, the meetings proved to be a tremendous start to more a comprehensive dialogue regarding land use for the Smithville neighborhood.

There will be three primary points to Staff's presentation regarding the neighborhood land use meetings:

1. A written summary of comments from attendees. You will note that there may be contradictory statements within the comments. There was no voting on the issues noted. It was decided to present the comments to the Town Board as heard at the neighborhood meeting. The neighborhood wanted the opportunity to also appear and provide feedback regarding many of these issues and express the desire for further Town involvement and dialogue to seek short term and long term resolutions to many of these issues.
2. Seek a Land Use Plan Amendment to change the west side of South Hill Street from Neighborhood Commercial to Medium Density Residential.
3. Consider the establishment of a Strategic Investment District on the Land Use Plan and call for further study as to what should happen in this district (infrastructure improvements, housing focus area, alternative land use to promote affordability and/or partnerships to Arts District).



Staff will provide a more detailed presentation and many neighborhood residents are expected to be present to comment on the land use study results, thus far.

Following the presentation, the Town Board, staff and the Smithville neighborhood will want to have continued conversations in the coming days and months as to how move forward with further evaluation and study.

### Manager's Recommendation:

Hear the Smithville Land Use presentation.

### ATTACHMENTS:

Name:	Description:	Type:
 <a href="#">Smithville_LUP_Input_Session_05152018.pdf</a>	Smithville Land Use Plan Neighborhood Comment	Backup Material
 <a href="#">Smithville_LU_Recommendation_V2.jpg</a>	Draft Community Map	Backup Material

# Smithville Land Use Plan Input Session

Tuesday, May 15, 2018 6:00-8:00 PM

Union Bethel AME Zion Church

Participant Comments

## A. History of Smithville

1. Residents paid for water/sewer to be installed initially.

## B. Land Use

1. Want to see the houses on South Hill that back up to US 21 remain as residential. The back ½ of the property (the side that fronts US 21) can be commercial.
2. Commercial on South Hill is OK, but it needs to look like residential, like Catawba Avenue.
3. If the entire section between US 21 and South Hill is allowed to be commercial, it will be detrimental to the houses on the east side of South Hill. Smithville will be a very different neighborhood if that is allowed.
4. Expressed concern that South Hill has already been rezoned to commercial.
5. Does not like the idea that South Hill could become commercial.
6. Didn't know neighborhood commercial was a possibility.
7. Higher density between South Hill and South Ferry may be a good idea.
8. Higher density would be good because it would attract investment and investment attracts people.
9. Do not want higher density or development of Smithville property.
10. Keep South Hill all residential. Once it is zoned commercial, Smithville will slowly be phased out.
11. Contrary to what many people said last night, I am of the opinion, that changing the land use on the west side of South Hill to residential/commercial would be a good thing. I believe the frontage on the east side of US 21 will be highly sought after by investors and has the potential to revitalize the area.
12. I am for the area land use to allow higher density, but there would need to be adequate infrastructure (roads, sidewalks etc.) to accommodate this growth.

## C. Transportation

1. Do not want to see the southeast quad built. It will change the neighborhood.
2. Connectivity is important. Catawba is the only east/west connection option for Smithville residents. The proposed Nannie Potts Lane will help increase connectivity on the south side of Catawba; east/west connectivity on the north side of Catawba is needed as well.
3. A second connector to Floral Lane, on the south side of Catawba, would eliminate the need for the southeast quad.
4. Nannie Potts Lane needs to be done before any other road improvements.
5. Want connectivity from Smithville to Nannie Potts Lane.
6. Someone from the Town needs to come in and explain the benefits of improvements, like a connection to Nannie Potts Lane.
7. If the southeast quad is built and people are displaced, the Town needs to supplement the NCDOT purchase price so the resident can buy a house in Cornelius. Residents are not being

- offered a fair value and these residents currently own their home and property mortgage free.
8. The community doesn't support the southeast quad.
  9. NCDOT proposals don't capture the impact of Nannie Potts Lane.
  10. There was a major traffic issue on I-77 two weeks ago and there were no police directing traffic.
  11. Need to know more information on Nanny Potts Lane.
  12. The Smithville community should be opened up but not when it's taking homes away from the residents.
  13. There should be connectivity between Smithville and US 21, as well as to Willow Pond. That should allow people access in, out, and across the community. Another option may be some type of connector by the hotel near the planned QT. That will open up Burton Lane as another connectivity option.
  14. Regarding connectivity, I do not like the quadrant design. I think this will be unpopular with Cornelius residents much like the design is unpopular with Huntersville residents at NC 73 and Rich Hatchett Road. If I had the choice between the quadrant and a traffic circle, I would pick the traffic circle because it has more of a "gateway feel" much like the traffic circle in Davidson (Exit 30) has.
  15. I believe much of the connectivity problem could be alleviated by the following suggestions:
    - a. On the north side of Catawba Avenue, extend Sailboat Way from N Ferry Street past Burton Lane to Holiday Lane where motorists could access the light at Catawba Avenue.
    - b. On the south side of Catawba Avenue, create a road (south of New Coin Laundry) that connects US 21 to South Hill and extend the connection to Smith Circle. There would probably need to be a traffic light at US 21 at this new road to permit vehicles to turn left onto US 21. This would give motorists coming from Smithville Park the option to head east or west without having to get on Catawba Avenue.
  16. The proposed Nanny Potts Lane is not a good idea because it completely bypasses the Smithville neighborhood.

#### D. Community Improvements

1. A community center and/or senior living center or combination of the two is wanted.
2. Want grants for people to update their houses.
3. Want infrastructure improvements such as sidewalks and street lights. Water/sewer is failing. Historically, the Town has not put money into Smithville like it has elsewhere.
4. Don't allow the Town to acquire adjacent lots.
5. There is a threat to the community from the Town's lack of support for affordable housing.
6. Smithville needs to be included as part of the Arts District.
7. Smithville is the gateway to Cornelius.
8. Smithville grew from a farm community and could become an area of restaurants, creating jobs. The Town needs to leverage the location of Smithville to send a message of stability.
9. Lastly, I kept hearing residents wanting the town to provide a community center, but there is already a Neighborhood Care Center at 19711 Smith Circle on the east side of Smithville Park.

E. General comments

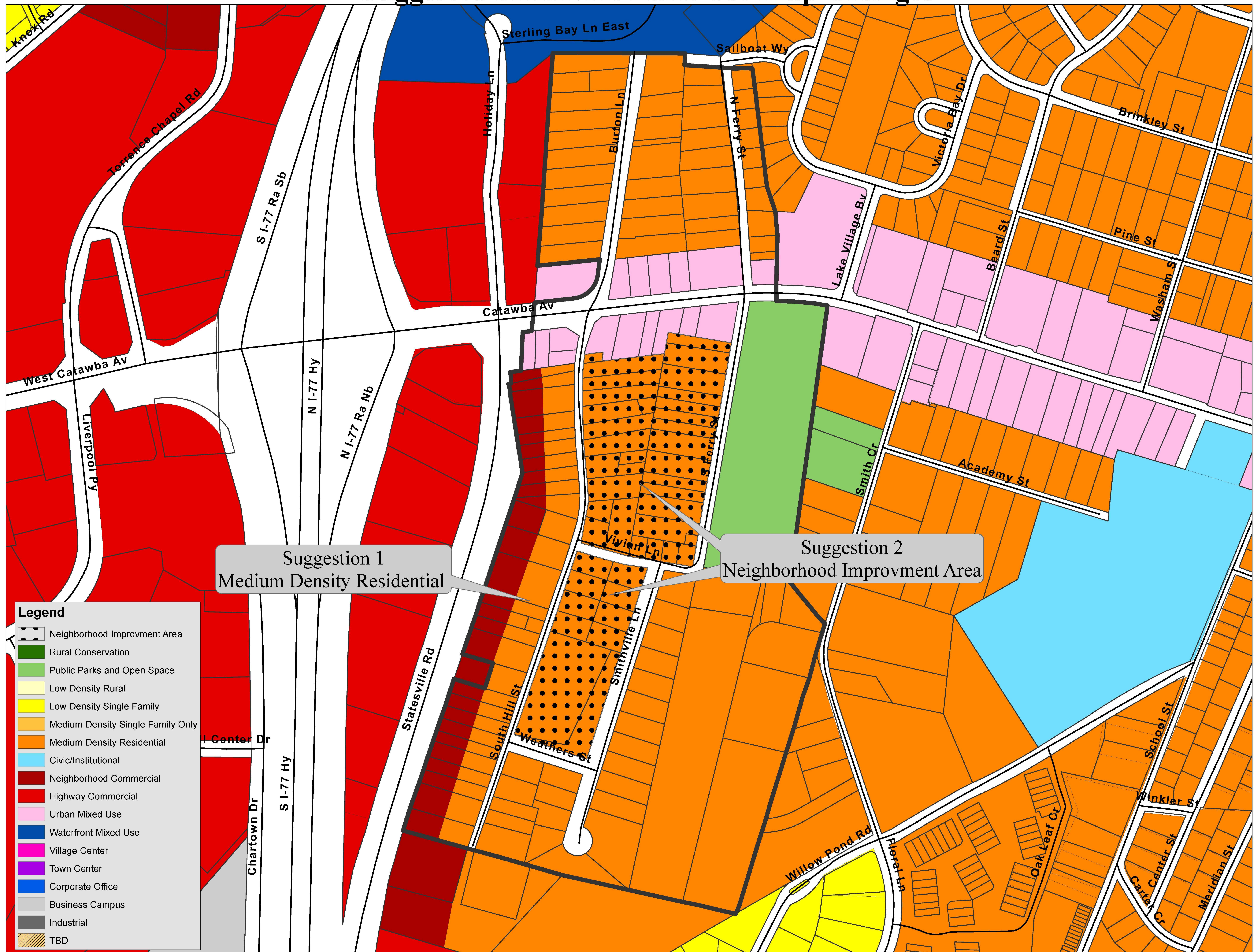
1. Change is inevitable.
2. Properties are currently undervalued due to blight and lack of connectivity.
3. Property owners need to be properly compensated.
4. Approving QT and the southeast quad are an insult to the integrity of the community.
5. Wetlands along US 21 make commercial development on the east side of US 21 more expensive.
6. Offering someone \$75,000 for a home that they do not currently pay a mortgage on, is no money at all. It needs to be a substantial amount of money so that the property owner will be able to find another house in Cornelius without a \$1000.00 plus mortgage.
7. If homes are taken in Smithville it will be a big slap in face. It will show our community that our ideas and thoughts really don't matter so why should we waste our time. Just to me, I have yet to see anyone from the Town Board attending any of our sessions other than Commissioner Ross. That's very disheartening and these are the people that we voted onto the Board.
8. I see myself as a resident of Cornelius, who happens to live in a neighborhood called Smithville. I respect the historic past of Smithville, but I don't have the historic connection like many of the older resident do. I believe the neighborhood should do more to integrate itself rather than isolate itself within the town.
9. There are at least twenty households within the Smithville Community that have no direct ties to the original community. For whatever reason those residents were absent last night.
10. I see Smithville as a largely stagnant community that is not realizing its full potential considering where it is located. Although there are many well maintained homes, there are also many vacant lots, vacant houses, and unkempt houses. A concern I have is, as the older residents began to pass away, the neighborhood will continue to deteriorate.

F. Questions Asked

1. What does the neighborhood commercial land use mean? (answered)
2. How will the widening of US 21 impact the neighborhood?
3. What is the impact of commercial versus residential taxes?
4. If we change South Hill, will it look like Catawba Avenue?
5. What's the status of QT? (answered)
6. Isn't this already a done deal? (answered)
7. What does the Town plan to do with the lots it owns?
8. Why can't the Town allow Habitat to build houses on the vacant lots it owns?
9. Can the Town add lots, like the paint store parcel, to Smithville to replace what is taken if the southeast quad is built?
10. Can the Town convince Duke to abandon the easement and give the land back to the community?
11. Smithville is a shrinking community. How can the Town help it become a more viable community?
12. If there is single-family along US 21, is there a limit on the number of driveways? (answered)
13. What benefit does QT bring to the area? This is the gateway to Cornelius.
14. Can Catawba Avenue be widened?
15. Can the Town acquire the QT property and convert it to a community center or restaurant?
16. Besides South Hill, what is going to happen to the rest of Smithville?



# Suggested Smithville Land Use Map Changes





## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners  
**From:** Wayne Herron, AICP  
Deputy Town Manager/Planning Director

**Action Requested:**


Consider an amendment to Chapter 5 (Zoning & Use Regulations), Section 5.4.4 (Temporary Structures/Uses) to allow temporary parking areas as a principal or accessory use for civic uses during construction.

On July 9, 2018 the Planning Board unanimously recommended approval of this proposed text amendment.

**Manager's Recommendation:**

Approve an Ordinance amending the Land Development Code.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">ORD TA 03-18_Ch_5_Temporary_Uses.pdf</a>	ORD TA 03-18 Ch 5 Temporary Uses	Ordinance

---

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

**WHEREAS**, the Town Board of Commissioners on March 19, 2018 adopted an ordinance which regulates the classification and use of property within its zoning jurisdiction, including its extra-territorial jurisdiction; and,

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

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

**WHEREAS**, a public hearing on the amendment has been held by the Town Board of Commissioners on July 16, 2018.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Town of Cornelius, North Carolina that the following chapters of the Land Development Code be amended: AMEND Chapter 5: Zoning & Use Regulations (See Exhibit A).

Adopted this 16<sup>th</sup> day of July, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit A

### TA 03-18: TEMPORARY STRUCTURES/USES

**AMEND Chapter 5, Zoning & Use Regulations, Section 5.4.4 to allow temporary parking areas for civic uses during construction as follows:**

#### **5.4.4: Temporary Structures/Uses**

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

- A. CONSTRUCTION TRAILERS AND MOBILE SALES OFFICES - Construction trailers may be permitted on all non-residential construction developments and residential developments with five (5) or more dwelling units. Construction trailers and mobile residential neighborhood sales offices shall not be permitted on the lot more than thirty (30) days after the completion of the development or upon issuance of the final Certificate of Occupancy.
- B. TEMPORARY MANUFACTURED HOME USE – Manufactured homes may be allowed as a temporary use in a zoning district in which such use is not permitted if a disaster occurs which results in the destruction or damage of an occupied single-family dwelling unit greater than sixty (60) percent of its current tax value. In this instance, a manufactured home may be placed on the lot containing the dwelling unit that was destroyed or damaged to give the occupants a place to live while a new dwelling unit is being constructed or damage to the original dwelling unit is being repaired. Such use is subject to the following conditions:
  - 1. The manufactured home shall not be placed in the front yard and shall be located no closer than fifteen feet (15') to another principal residential structure on another lot and no closer than ten feet (10') to any lot line.
  - 2. The Planning Department shall have the authority to issue a zoning permit for such temporary use on a one-time basis only for a period of nine (9) months. Such permit may be renewed on a one-time only basis [for a period not to exceed nine (9) months] by the Planning Director if it is determined upon information submitted by the applicant that:
    - a. Construction of a new dwelling unit is proceeding with diligence; and,
    - b. The granting of this permit will not materially endanger the public, health, welfare or safety; and,
    - c. The location of the manufactured home on the site does not have a significant negative or adverse impact on the value of adjacent properties.
- C. TEMPORARY CLASSROOMS AND OFFICES – Manufactured homes may be used for temporary classroom space as a temporary use granted by the Planning Department, providing that the following conditions are met:
  - 1. The manufactured homes are necessary to alleviate overcrowding only.
  - 2. The petitioner of the request must be a church, school, institution of learning, or other public institution.

3. The manufactured housing shall be provided with underpinning, from the bottom of the walls to the ground, made of vinyl, pre-painted aluminum material, or other material specifically manufactured for manufactured homes.
  4. Landscaping shall be provided to create an aesthetically pleasing appearance.
  5. All required setbacks for the district are adhered to.
- D. TEMPORARY YARD AND GARAGE SALES – Yard, garage, tag, patio and apartment sales are permitted without a permit, as an accessory use on any residential property in any district. Such sales on the same lot shall be limited to no more than two (2) days per calendar month. Additional regulations can be found in *Chapter 10 Signs*.
- E. TEMPORARY PARKING AREA(S) FOR CIVIC USES DURING CONSTRUCTION – During construction, civic uses may add temporary parking area(s) as a principal or accessory use subject to the following:
1. Unpaved lots should have a minimum of four inches (4”) of ABC stone or similar approved ground stabilization material, which shall be maintained for the duration of the lot in use to prevent standing water and mud.
  2. The ABC stone, or similar material, must be contained to the parking area using landscaping timbers or other containment device.
  3. Parking spaces shall be marked or identified with concrete wheel stops. For safety reasons, wheel stops shall be painted with safety yellow or orange paint.
  4. Entrance and exit drive(s) shall be clearly marked with signage no larger than four (4) square feet and no taller than 3’ high.
  5. Maximum allowed time for such use is 18 months.
  6. All signs, wheel stops, and/or stone or other approved ground stabilization material must be completely removed and the area returned to grass upon construction completion.
  7. Such temporary parking areas shall be exempt from the requirements of Chapter 7.
- ~~E.F.~~ Refer to Chapter 6 for conditions associated with temporary uses.

## REQUEST FOR BOARD ACTION

 **Print**

**Date of Meeting:** July 16, 2018

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

### Action Requested:

The Planning Board currently has three vacancies and several terms set to expire. Recently, Mr. Keith Pickett moved to Nashville Tennessee, after serving for nearly seven years. Mr. Bill Ingram moved to Mooresville. Lastly, Mrs. Betty Trautwein has served the maximum two terms as allowed by the bylaws and will be retiring from the Board. We appreciate the service of each of these members and they will be greatly missed.

At this time, Chairman Eicher convened a committee to conduct interviews of those persons who have filed application to serve on the Planning Board. At this time, there are over sixty (60) active applications for persons wishing to serve on the Planning Board. The interview committee recommends the following appointments to the Town Board for consideration:

Seat #1: Promote Miss Danielle Miller from an alternate position to seat #1 to fill an unexpired term expiring July of 2019.

Seat #6: Promote Mr. Michael Osborne from an alternate position to seat #6 and have a full term expiring July of 2021.

Seat #7: Recommend to the Mecklenburg County Commissioners to reappoint Mr. Hardy McConnell to represent the ETJ and have a full term expiring July of 2021.

Seat #8: Appoint Dr. Cameron Bearder to an alternate position having an unexpired term expiring July of 2020.



Seat #9: Appoint Mr. Ed Marxen to an alternate position having an unexpired term expiring July of 2019.

Seat #10: Appoint Mr. Phil Bechtold to an alternate position having an unexpired term expiring July of 2020.

### Manager's Recommendation:

Approve recommended appointments to the Planning Board.

### ATTACHMENTS:

Name:	Description:	Type:
 <a href="#">Draft_Planning_Board_Members.7.11.18.xls</a>	Draft Proposed Roster	Backup Material
 <a href="#">New_Planning_Board_Candidates.pdf</a>	Applications for new candidates	Backup Material



SEAT	NAME	ORIG APT DATE	TERM	TOWN/ ETJ	ADDRESS	BUS.NO.	HOME NO.	CELL NO.	E-MAIL
1	Danielle Miller	App 7/17(Alt)	07/16 - 07/19*	Town	19515 Deer Valley Drive			704-559-9005	<a href="mailto:miss.danielle.miller@gmail.com">miss.danielle.miller@gmail.com</a>
2	Lee Peterson Vice Chairman	App 07/13(Alt)	07/16 - 07/19(1)	Town	17605 Springwinds Drive			704-289-7726	<a href="mailto:lee52p@yahoo.com">lee52p@yahoo.com</a>
3	Keith Eicher Chairman	App 7/14 (Alt)	07/16 - 07/19(1)	Town	18116 Coulter Parkway	704-439-3858		910-274-2203	<a href="mailto:eicherk@bellsouth.net">eicherk@bellsouth.net</a>
4	Joseph Dean	App 08/16 (Alt)	07/17 - 07/20(1)	Town	20301 Church Street		704-892-7551	704-451-2767	<a href="mailto:joejuggler@att.net">joejuggler@att.net</a>
5	Susan Johnson	App 08/16(Alt)	07/17 - 07/20(1)	Town	20306 Northport Drive	704-439-5350		704-651-9023	<a href="mailto:susan@homecarolinas.com">susan@homecarolinas.com</a>
6	Michael Osborne	App 8/16 (Alt)	07/18 - 07/21(1)	Town	19425 Mary Ardrey Circle			704-281-6884	<a href="mailto:mike@shiptransportal.com">mike@shiptransportal.com</a>
7	Hardy McConnell	App 07/09	07/18 - 07/21	ETJ	13108 Mayes Road		704-655-0085	704-609-9505	<a href="mailto:hmcconnell@bellsouth.net">hmcconnell@bellsouth.net</a>
8	Cameron Bearder, Alt	App 7/18(Alt)	07/17 - 07/20*	Town	18805 Bluff Point Rd., Unit A			704-962-2156	<a href="mailto:drbearder@gmail.com">drbearder@gmail.com</a>
9	Edward Marxen, Alternate	App 7/18(Alt)	07/16 - 07/19*	Town	18830 Peninsula Cove Lane			704-651-9375	<a href="mailto:edmarxen@aol.com">edmarxen@aol.com</a>
10	Phil Bechtold, Alternate	App 7/18(Alt)	07/17-07/20*	Town	22102 Market Street			216-577-1366	<a href="mailto:Philbechtold20@yahoo.com">Philbechtold20@yahoo.com</a>

## Lori Harrell

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**From:** noreply@civicplus.com  
**Sent:** Monday, May 07, 2018 11:48 AM  
**To:** Lori Harrell  
**Subject:** Online Form Submittal: Committee Appointment Form

### Committee Appointment Form

#### Contact Information

First Name Cameron

Last Name Bearder

Residence Address 18805 Bluff Point Rd, Unit A, Cornelius NC 28031

Mailing Address (if different from above) *Field not completed.*

Contact Number 704-962-2156

Description Cell

Email Address drbearder@gmail.com

I Live: Inside the Town of Cornelius

I Am Interested In Serving On The *Field not completed.*

Following Board(s)

*Planning Board*

Please list qualifications and/or reasons why you would like to serve.

My name is Dr. Cameron Bearder and I am the owner of Keystone Chiropractic here in Cornelius. I am a Lake Norman native, growing up in Huntersville and attending North Meck High. I went on to earn dual degrees from Appalachian State University, in Community Planning and Geographic Information Systems. Post graduation had me in an internship position with the Lincolnton Downtown Development Association, however, at a certain point, I decided to begin the process of pursuing a Masters in Planning. At the advice of a trusted professor, I embarked on a 3 month personal research study observing the culture and urban landscape of Europe. Between 10 countries and many cities within, I developed a clear picture of how I wanted to shape my focus in my planning career. Life, however, had a different path for me. Instead of Planning, I was called to the Healthcare field, in the form of a Doctorate of Chiropractic. This is a much longer story that I will not bore you

with! Even though I am not in the planning field any longer, I have maintained a deep passion for it. Having lived in Atlanta GA, Chapel Hill NC, and Missoula MT, I have seen various successful and unsuccessful planning methods, both large and small scale. I have been beyond excited to see how Cornelius is working together to shape the human landscape for a thriving community and I would be honored to help in whatever form I can. Thank you for your time and consideration,  
Cameron Bearder BS Community Planning BS Geographical Information Systems Doctorate of Chiropractic

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Additional Information  
(\*optional)

*Field not completed.*

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Date

05/07/2017

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Signature

C. Bearder

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Note:

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

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



## Lori Harrell

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**From:** noreply@civicplus.com  
**Sent:** Thursday, June 15, 2017 2:09 PM  
**To:** Lori Harrell  
**Subject:** Online Form Submittal: Committee Appointment Form

### Committee Appointment Form

#### Contact Information

First Name	Edward
Last Name	Marxen
Residence Address	18830 Peninsula Cove Ln, Cornelius, NC 28031
Mailing Address (if different from above)	Field not completed.
Contact Number	704 651 9375
Description	Cell
Email Address	edmarxen@aol.com
I Live:	Inside the Town of Cornelius
I Am Interested In Serving On The Following Board(s)	Planning Board
Please list qualifications and/or reasons why you would like to serve.	<p>I am a retired banker working 46 years in the industry. I spent 33 years with a major NC bank and the remainder with a community bank. Positions held were credit analyst, branch manager, commercial banker, market president and regional president. As regional president, I was responsible for 18 branches and 15 market executives for a total of 125 employees. Civic activities included leadership roles in Chamber of Commerce, Economic Development Commission, Children's Home, Community College Endowment Board and a Community Foundation. I also served on the Morganton Planning and Zoning Commission in the 1970s. I am also a retired Colonel from the United States Army Reserves. I am presently employed part time at Viking Merger and Acquisitions in Cornelius. I have always been active in various civic organizations and have a strong sense of community.....I feel that I can contribute to the Planning Board based on my</p>

experience in my profession and involvement in the communities in which I lived. Moved to North Carolina in 1969 after my active duty service in the Army. I have lived in Mecklenburg, Burke, Iredell and Wilkes Counties.

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Additional Information (*optional)	<i>Field not completed.</i>
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Date	06/15/2017
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Signature	EMarxen
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**Note:**

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

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## Lori Harrell

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, May 22, 2018 7:00 PM  
**To:** Lori Harrell  
**Subject:** Online Form Submittal: Committee Appointment Form

### Committee Appointment Form

#### Contact Information

First Name	Phil
Last Name	Bechtold
Residence Address	22102 Market St
Mailing Address (if different from above)	<i>Field not completed.</i>
Contact Number	2165771366
Description	Cell
Email Address	Philbechtold20@yahoo.com
I Live:	Inside the Town of Cornelius
I Am Interested In Serving On The Following Board(s)	Planning Board
Please list qualifications and/or reasons why you would like to serve.	<p>I have lived in Antiquity for 4 years and presently serve as VP of the Antiquity HOA for the past 2 years. I previously served as President of the Hamilton Crest HOA in Davidson. Our developer Cam Finley is our President of the Antiquity HOA. I want to be involved in representing our community on the planning board as well as work for all the citizens and property owners in our town. Most recently I attended the town meeting where the Alexander property was discussed and found the alternatives offered were well thought out keeping all the stakeholders involved. I believe in protecting our property values and at the same time allow for high standards to be maintained in development. We need to take a balanced approach to land use. Personally, I am a Clemson graduate engineer with a MBA from Southern Methodist University. Married for 51 years with three children and four grandchildren. I am a retired Sales Manager from Akzo Nobel, a supplier of industrial chemicals.</p>

My wife and I both are Charlotte natives. Thanks very much for your consideration for my application. I look forward to serving our city on this board.

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Additional Information (*optional)	<i>Field not completed.</i>
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Date	05/23/2018
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Signature	P. Bechtold
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**Note:**

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

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## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

**Action Requested:**

Approve a resolution authorizing the issuance of \$6,715,000 General Obligation Bonds.


The Town's Bond Counsel, Scott Leo, has forwarded the attached resolution that requires Board approval. This is the final Board action that allows issuance of the bonds on July 31st to move forward.

This resolution includes legal definitions, specific issue amount (\$6,715,000), principal repayment schedule, interest payment dates, and other issuance delivery information. Finally, the resolution requires our acknowledgement of disclosure requirements for the life of the bonds (through FY 2038). This resolution also requires the Finance Director to create and establish a special project fund to track the expenditures related to each of the projects.

**Manager's Recommendation:**

Approve resolution.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">RES-Cornelius_GO_Bonds_2018_New_Money_Streets_Parks.doc</a>	Bond Issuance Resolution	Resolution Letter

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## EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the Town of Cornelius, North Carolina, was duly held on July 16, 2018 at 7:00 p.m. in the Assembly Room, Town Hall, 21445 Catawba Avenue, Cornelius, North Carolina. Mayor Woody Washam presiding.

The following members were present:

The following members were absent:

\* \* \* \* \*

Commissioner \_\_\_\_\_ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF CORNELIUS,  
NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$6,715,000 GENERAL  
OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2018 OF THE TOWN OF  
CORNELIUS, NORTH CAROLINA**

*WHEREAS*, the Bond Orders hereinafter-described have been adopted, and it is desirable to make provision for the issuance of the Bonds authorized by said Bond Orders;

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Commissioners of the Town of Cornelius, North Carolina (the "*Board of Commissioners*") as follows:

**Section 1.** For purposes of this Resolution, the following words will have the meanings ascribed to them below:

"*Bond Orders*" means the Bond Order relating to the Roads, Intersections and Sidewalk Projects and the Bond Order relating to the Parks and Recreation Projects, both authorizing the Bonds, which were adopted by the Board on August 19, 2013 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 5, 2013.

"*Federal Securities*" means, to the extent permitted by laws of the State for the defeasance of local government bonds, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to

redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bonds are rated by Moody's, S&P, if the Bonds are rated by S&P and Fitch Ratings, if the Bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

*"Parks and Recreation Projects"* means the acquisition, renovation and construction of parks and recreation facilities and the acquisition, construction, extension and improvement of greenways, paths, trails and open space for active and passive use, including the acquisition of any necessary furnishing and equipment, land, rights-of-way and easements.

*"Projects"* means the Parks and Recreation Projects and the Roads, Intersections and Sidewalk Projects.

*"S&P"* means S&P Global Ratings, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, *"S&P"* will be deemed to refer to any other nationally recognized rating agency other than Moody's designed by the Town.

*"Roads, Intersections and Sidewalk Projects"* means acquiring, constructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, including the cost of related studies, plans and design; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting, utility improvements and traffic controls, signals and markers; and the acquisition of any necessary land, rights-of-way and easements.

*"2018 Bonds"* means the Town's General Obligation Public Improvement Bonds, Series 2018 authorized under the Bond Orders.

**Section 2.** The Town shall issue \$6,715,000 in total aggregate principal amount of its 2018 Bonds.

**Section 3.** The 2018 Bonds shall be dated their date of issuance and pay interest semiannually on February 1 and August 1, beginning February 1, 2019. The 2018 Bonds are being issued to provide funds (1) to finance the capital costs of the Projects pursuant to and in accordance with the Bond Orders and (2) to pay the costs of issuing the 2018 Bonds.

**Section 4.** The Board of Commissioners has ascertained and hereby determines that the

average period of usefulness of the capital projects being financed by the proceeds of the 2018 Bonds is not less than 25 years computed from the date of issuance of the 2018 Bonds.

**Section 5.** The 2018 Bonds are payable in annual installments on August 1 in each year, as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2019	\$350,000	2029	\$325,000
2020	350,000	2030	325,000
2021	350,000	2031	325,000
2022	350,000	2032	325,000
2023	350,000	2033	325,000
2024	350,000	2034	325,000
2025	350,000	2035	325,000
2026	350,000	2036	325,000
2027	350,000	2037	315,000
2028	350,000	2038	300,000

**Section 6.** The 2018 Bonds are to be numbered from “R-1” consecutively and upward. All 2018 Bonds shall bear interest from their date at a rate or rates which shall be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

**Section 7.** The 2018 Bonds are to be registered as to principal and interest, and the Finance Director of the Town is directed to maintain the registration records with respect thereto. The 2018 Bonds shall bear the original or facsimile signatures of the Mayor and Town Clerk of the Town.

**Section 8.** The 2018 Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2018 Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the 2018 Bonds will be payable to DTC or its nominee as registered owner of the 2018 Bonds in immediately available funds. The principal of and interest on the 2018 Bonds will be payable to owners of 2018 Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The Town will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2018 Bonds or (b) the Finance Director of the Town determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2018 Bonds would adversely affect the interests of the beneficial owners of the 2018 Bonds, the Town will discontinue the book-entry system with DTC in accordance with the rules and procedures of DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Town will authenticate and deliver replacement bonds in accordance with the rules and procedures of DTC.

9. The 2018 Bonds maturing on or before August 1, 2028 will not be subject to redemption prior to maturity. The 2018 Bonds maturing on and after August 1, 2029 will be subject to redemption prior to maturity, at the option of the Town, from any moneys that may be made available for such



purpose, either in whole or in part on any date on or after August 1, 2028, at the redemption price of the principal amount of 2018 Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the 2018 Bonds are called for redemption, the Town shall select the maturity or maturities of the 2018 Bonds to be redeemed in such manner as the Town in its discretion may determine and DTC and its participants shall determine which of the 2018 Bonds within a maturity are to be redeemed in accordance with its rules and procedures; provided, however, that the portion of any 2018 Bond to be redeemed shall be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2018 Bonds for redemption, each 2018 Bond shall be considered as representing that number of 2018 Bonds which is obtained by dividing the principal amount of such 2018 Bond by \$5,000. Whenever the Town elects to redeem 2018 Bonds, notice of such redemption of 2018 Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the 2018 Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there shall become due and payable on each 2018 Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the 2018 Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the Town by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the 2018 Bonds, the Town will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the 2018 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the Town. The Town will also mail or transmit by facsimile or in electronic format a copy of the notice of redemption within the time set forth above (1) to the Local Government Commission of North Carolina (the "*Local Government Commission*") and (2) to the Municipal Rulemaking Securities Board through the EMMA system.

**Section 10.** The 2018 Bonds and the provisions for the registration of the 2018 Bonds and for the approval of the 2018 Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in Exhibit A hereto.

**Section 11.** The Town designates the 2018 Bonds as a "*qualified tax-exempt obligation*" eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Code. The Town does not reasonably anticipate issuing more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3), including all entities which issue obligations on behalf of the Town and all subordinate entities of the Town, during calendar year 2018 and will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3) during calendar year 2018.

The Finance Director of the Town is hereby authorized to execute a non-arbitrage certificate with respect to the 2018 Bonds in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

**Section 12.** The Finance Director is hereby directed to create and establish a special fund to be designated "*Town of Cornelius, North Carolina General Obligation Bonds, Series 2018 Project Fund*" (the "*Project Fund*") and may establish separate accounts within the Project Fund to track the expenditures related to each of the Projects. The Finance Director shall deposit the proceeds from the sale of the 2018 Bonds in the Project Fund. The Finance Director shall invest and reinvest any moneys held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the 2018

Bonds to pay the costs of the Projects, as directed by the Finance Director. The Finance Director shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the Town maintains its covenants with respect to the exclusion of the interest on the 2018 Bonds from gross income for purposes of federal income taxation.

**Section 13.** Actions taken by officials of the Town to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

**Section 14.** The Local Government Commission is hereby requested to sell the 2018 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the Town, determined on the basis of the net interest cost method.

**Section 15.** The Mayor, the Town Manager, the Town Clerk and the Finance Director, individually and collectively, are hereby authorized and directed to cause the 2018 Bonds to be prepared and, when they shall have been duly sold by the Local Government Commission, to execute the 2018 Bonds and to turn the 2018 Bonds over to the registrar and transfer agent of the Town, if any, for delivery through the facilities of DTC to the purchaser or purchasers to whom they may be sold by the Local Government Commission.

**Section 16.** The form and content of the Notice of Sale and the Preliminary Official Statement together with the final Official Statement related to the 2018 Bonds are in all respects authorized, approved and confirmed, and the Mayor, the Town Manager, the Town Clerk and the Finance Director, individually and collectively, are authorized, empowered and directed to execute and deliver the Official Statement in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as shall to the Mayor, the Town Manager, the Town Clerk and the Finance Director seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Board of any and all changes, modifications, additions or deletions therein from the form and content of the Official Statement presented to the Board.

**Section 17.** The Mayor, the Town Manager, the Town Clerk and the Finance Director, individually and collectively, are authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

**Section 18.** The Town agrees, in accordance with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “SEC”) and for the benefit of the Registered Owners and beneficial owners of the 2018 Bonds, as follows:

- (1) by not later than seven months after the end of each Fiscal Year to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB, the audited financial statements of the Town for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the Town for such Fiscal Year to be replaced subsequently by audited financial statements of the Town to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year to the MSRB, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the captions “**THE TOWN--DEBT INFORMATION**” and “**--TAX INFORMATION**” (excluding information on overlapping units) in the Official Statement referred to in Section 16;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the 2018 Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2018 Bonds or other material events affecting the tax status of the 2018 Bonds;
- (g) modification of the rights of the Beneficial Owners of the 2018 Bonds, if material;
- (h) call of any of the 2018 Bonds, if material, and tender offers;
- (i) defeasance of any of the 2018 Bonds;
- (j) release, substitution or sale of any property securing repayment of the 2018 Bonds, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the Town;
- (m) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and
- (n) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material; and

(4) in a timely manner to the MSRB, notice of the failure by the Town to provide the

required annual financial information described in (1) and (2) above on or before the date specified.

The Town agrees that its undertaking under this Paragraph is intended to be for the benefit of the registered owners and the beneficial owners of the 2018 Bonds and is enforceable by any of the registered owners and the beneficial owners of the 2018 Bonds, including an action for specific performance of the Town's obligations under this Paragraph, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the 2018 Bonds. An action must be instituted, had and maintained in the manner provided in this Paragraph for the benefit of all of the registered owners and beneficial owners of the 2018 Bonds.

All documents provided to the MSRB as described in this Paragraph shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The Town may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The Town may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Town;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the 2018 Bonds.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Paragraph terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2018 Bonds.

**Section 19.** Those portions of this Resolution other than Paragraph 18 may be amended or supplemented, from time to time, without the consent of the owners of the 2018 Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of the 2018 Bonds and would not cause the interest on the 2018 Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding 2018 Bonds, exclusive of 2018 Bonds, if any, owned by the Town, but a modification or amendment (1) may not, without the express consent of any owner of 2018 Bonds, reduce the principal amount of any 2018 Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the

percentage of consent required for amendment or modification and (2) as to an amendment to Paragraph 18, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the 2018 Bonds is binding on all owners of the 2018 Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of a 2018 Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

If the Town proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the 2018 Bonds, the registrar for the 2018 Bonds shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of the 2018 Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the registrar for the 2018 Bonds for inspection by all owners of the 2018 Bonds. If, within 60 days or such longer period as shall be prescribed by the Town following the giving of such notice, the owners of a majority in aggregate principal amount of 2018 Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

**Section 20.** Nothing in this Resolution precludes (a) the payment of the 2018 Bonds from the proceeds of refunding bonds or (b) the payment of the 2018 Bonds from any legally available funds.

If the Town causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the 2018 Bonds the principal of the 2018 Bonds (including interest to become due thereon), through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, the Town shall so notify Moody's and S&P, and then such 2018 Bonds shall be considered to have been discharged and satisfied, and the principal of the 2018 Bonds (including and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the Town receives an opinion of a nationally recognized accounting or verification firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the Town shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The Town shall make provisions for the mailing of a notice to the owners of the 2018 Bonds that such moneys are so available for such payment.

**Section 21.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2018 Bonds authorized hereunder.

**Section 22.** All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 23.** This Bond Resolution is effective on its adoption.

**PASSED, ADOPTED AND APPROVED** this 16th day of July, 2018.

STATE OF NORTH CAROLINA                    )  
  )  
COUNTY OF MECKLENBURG                )       SS:

I, *Lori Pearson*, Town Clerk of the Town of Cornelius, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF CORNELIUS, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$6,715,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2018 OF THE TOWN OF CORNELIUS, NORTH CAROLINA”** adopted by the Board of Commissioners of the Town of Cornelius, North Carolina at a regular meeting held on the 16th day of July, 2018.

***IN WITNESS WHEREOF***, I have hereunto set my hand and affixed the seal of said Town, this the \_\_\_\_ day of July, 2018.

(SEAL)

\_\_\_\_\_  
Town Clerk  
Town of Cornelius, North Carolina

**APPENDIX A**

**FORM OF 2018 BOND**

No. R-

\$

**UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA  
TOWN OF CORNELIUS**

**INTEREST**

<u><b>RATE</b></u>	<u><b>MATURITY DATE</b></u>	<u><b>DATED DATE</b></u>	<u><b>CUSIP</b></u>
--------------------	-----------------------------	--------------------------	---------------------

**AUGUST 1,**

**, 2018**

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL SUM: DOLLARS**

**GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2018**

*THE TOWN OF CORNELIUS, NORTH CAROLINA* (the “Town”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this 2018 Bond until it shall mature at the Interest Rate per annum specified above, payable on February 1, 2019 and semiannually thereafter on February 1 and August 1 of each year. Principal of and interest on this 2018 Bond are payable in immediately available funds to The Depository Trust Company (“DTC”) or its nominee as registered owner of the 2018 Bonds and is payable to the owner of the 2018 Bonds shown on the records of DTC at the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date or a bond payment date. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This 2018 Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, the Bond Order relating to the Roads, Intersections and Sidewalk Projects (as defined below) and the Bond Order relating to the Parks and Recreation Projects (as defined below) adopted by the Board of Commissioners of the Town on August 19, 2013 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 5, 2013. The 2018 Bonds are being issued to provide funds (1) to finance the capital costs of acquiring, constructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, including the cost of related studies, plans and design; acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting, utility improvements and traffic controls, signals and markers; and the acquisition of any necessary land, rights-of-way and easements (the “*Roads, Intersections and Sidewalk Projects*”), (2) to finance the capital costs of the acquisition, renovation and construction of parks and recreation facilities and the acquisition, construction, extension and improvement of greenways, paths, trails and open space for active and passive use, including the acquisition of any necessary furnishing and equipment, land, rights-of-way and easements (the “*Parks and Recreation Projects*”) and (3) to pay the costs of issuing the 2018 Bonds.



The 2018 Bonds maturing on or before August 1, 2028 will not be subject to redemption prior to maturity. The 2018 Bonds maturing on and after August 1, 2029 will be subject to redemption prior to maturity, at the option of the Town, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after August 1, 2028. 2018 Bonds called for redemption will be redeemed at the redemption price of the principal amount of 2018 Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the 2018 Bonds are called for redemption, the Town shall select the maturity or maturities of the 2018 Bonds to be redeemed in such manner as the Town in its discretion may determine and DTC and its participants shall determine which of the 2018 Bonds within a maturity are to be redeemed in accordance with its rules and procedures; provided, however, that the portion of any 2018 Bond to be redeemed shall be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2018 Bonds for redemption, each 2018 Bond shall be considered as representing that number of 2018 Bonds which is obtained by dividing the principal amount of such 2018 Bond by \$5,000. Whenever the Town elects to redeem 2018 Bonds, notice of such redemption of 2018 Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the 2018 Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there shall become due and payable on each 2018 Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the 2018 Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the Town by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the 2018 Bonds, the Town will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the 2018 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the Town.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this 2018 Bond, exist, have been performed and have happened, and that the amount of this 2018 Bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on this 2018 Bond in accordance with its terms.

This 2018 Bond shall not be valid or become obligatory for any purpose until the certification hereon shall have been signed by an authorized representative of the Local Government Commission.

*IN WITNESS WHEREOF*, the Town has caused this 2018 Bond to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk of the Town and to be dated their date of issuance.

(SEAL)

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

\_\_\_\_\_  
Mayor

Date of Execution: \_\_\_\_\_, 2018

The issue hereof has been approved under the  
provisions of The Local Government Bond Act.

\_\_\_\_\_  
Secretary of the Local Government Commission

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within 2018 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to register the transfer of the within 2018 Bond on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Signature guaranteed by:

---

NOTICE: Signature must be guaranteed by  
a Participant in the Securities Transfer  
Agent Medallion Program ("Stamp") or  
similar program.

---

NOTICE: The signature to this assignment must  
correspond with the name as it appears on the  
face of the within Bond in every particular,  
without alteration, enlargement or any change  
whatever.

**TRANSFER FEE MAY BE REQUIRED**



## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners  
**From:** Wayne Herron, AICP  
Deputy Town Manager/Planning Director

**Action Requested:**

Liv Development has petitioned the Town to accept a portion of Market Street in the Antiquity subdivision for Town maintenance. The portion of Market Street requested for Town maintenance is between Lawn Market Street and Jacemans Way and has been completed as part of the Station at Antiquity apartment development. The request, as submitted, meets all of the Town's current standards for street acceptance.

**Manager's Recommendation:**

Adopt Resolution to accept a portion of Market Street in the Antiquity subdivision for Town maintenance.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">TB_Packet.pdf</a>	The Station at Antiquity Street Acceptance	Resolution Letter

---

**TOWN OF CORNELIUS  
RESOLUTION TO ADOPT CERTAIN  
STREETS FOR MAINTENANCE**

**WHEREAS**, Cornelius is a rapidly growing community and is desirous of providing the most effective and efficient governmental services to its residents; and

**WHEREAS**, Cornelius has been requested by Liv Development to accept a portion of Market Street that is currently maintained by said developer in the Antiquity subdivision; and

**WHEREAS**, the streets are identified in the attached Exhibit #1 and a request by the developer, Liv Development, is attached as Exhibit #2; and

**WHEREAS**, the Town of Cornelius is desirous of accepting said street for maintenance.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS** that the Town of Cornelius does hereby accept for maintenance a portion of Market Street.

Adopted this 16<sup>th</sup> day of July, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Station at Antiquity Street Acceptance

July 16, 2018  
Exhibit #1





December 20, 2017



Anthony Roberts  
Town Manager  
Town of Cornelius  
P.O. Box 399  
Cornelius, NC 28031

Re: Application for Street Acceptance

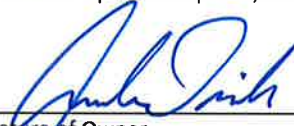
Dear Mr. Roberts:

I hereby certify, as the owner, that to the best of my knowledge the improvements in Antiquity, Station at Antiquity, have been constructed in accordance with the construction documents and are shown on a record map filed in the Mecklenburg County Register of Deeds Office in map book 58, page 541. All work must conform to the construction standards as identified in the Charlotte-Mecklenburg Land Development Standards Manual and the Town of Cornelius Land Development Code.

I, therefore, request that the following streets in Antiquity, Station at Antiquity, be considered for maintenance acceptance by the Town of Cornelius. I understand that acceptance of said streets shall be made only by the Town of Cornelius Board of Commissioners in accordance with the Town's street acceptance policy.

Street Name	From	To	Length (in feet)
Market Street	Lawn Market St.	Jacemans Way	510

(if additional space is required, continue on back)

  
\_\_\_\_\_  
Signature of Owner

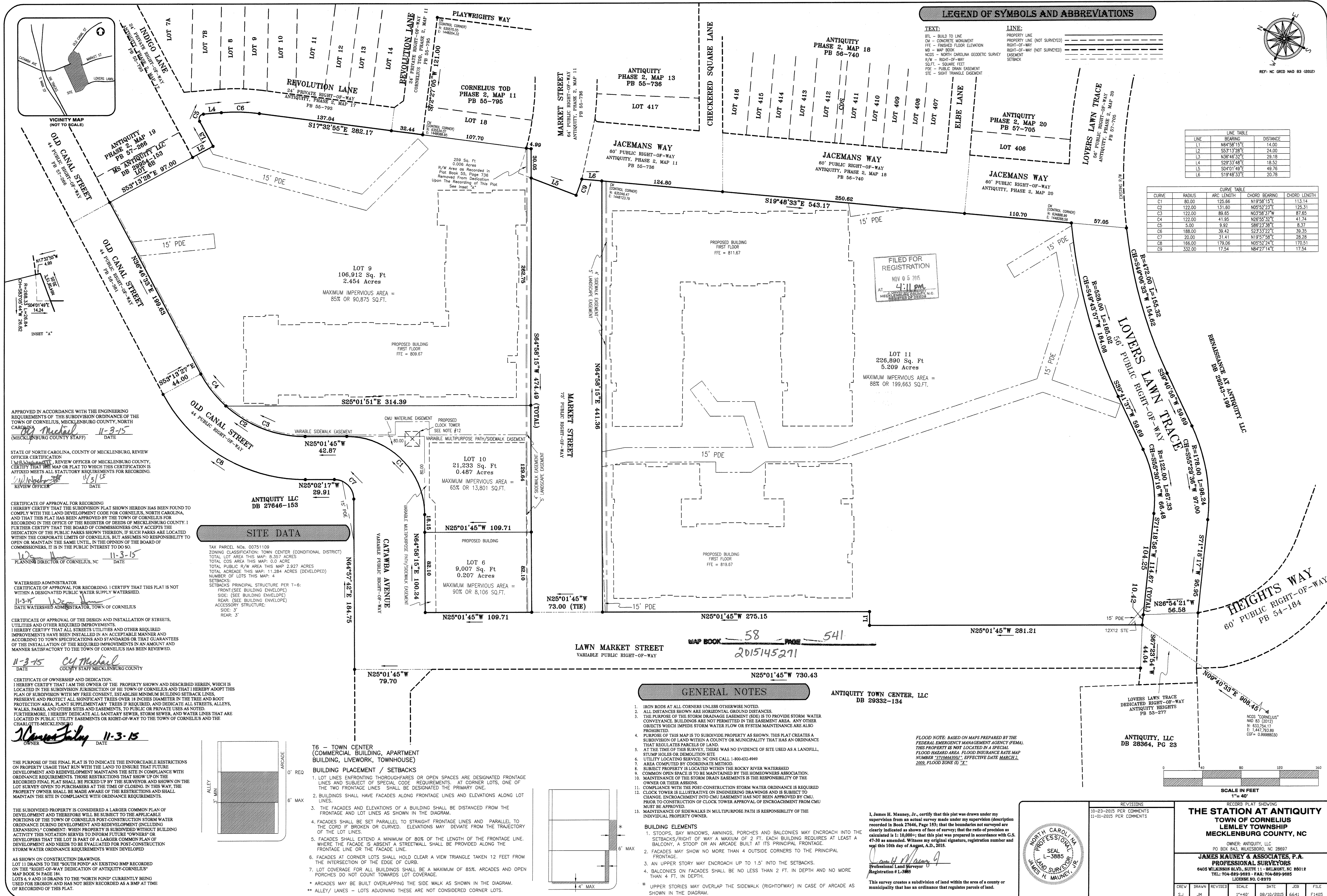
AIRISH@LIVDEV.COM  
\_\_\_\_\_  
E-mail Address

205-240-4645  
\_\_\_\_\_  
Phone Number

2204 LAKESHORE DRIVE, SUITE 450, BIRMINGHAM, AL 35209  
\_\_\_\_\_  
Mailing Address (street number, street name, city, state, zip)







## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

To: Mayor and Board of Commissioners

From: Tyler Beardsley, Asst. Town Manager/Public Works Director


**Action Requested:**

It has become necessary to amend the definition of "Manner of Parking" in the Code of Ordinances, Title 7, Chapter 71, Section 71.08. The current Code does not define reverse angled parking, therefore, it has been added to the proposed amendment for enforcement purposes.

**Manager's Recommendation:**

Approve an Ordinance to amend the Code of Ordinances, Title 7, Chapter 71, Section 71.08 Manner of Parking as recommended.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">ORD- Code of Ordinance - Title 7 Chapter 71 Section 71.08 Reverse Angle.docx</a>	Code of Ordinances	Ordinance

---

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

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

**WHEREAS**, this is necessary for manner of parking enforcement.

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

- Section 1.      Section 71.08(D) of the Code of Ordinances attached hereto as *Attachment A*, is hereby amended as shown on *Attachment A*.
- Section 2.      This Ordinance shall become effective upon adoption.
- Section 3.      Nothing in the adoption of this Ordinance shall amend or revoke any other provisions of the Town's Code of Ordinances which shall remain in full force and effect.
- Section 4.      Nothing in the adoption of this Ordinance shall terminate or otherwise affect any pending enforcement actions, civil penalties or fines arising from violations of the provisions of Chapter 71 (in Title VII) as they existed prior to adoption of this Ordinance, and any such actions shall survive the adoption of this Ordinance.

Adopted this 16th day of July, 2018.

SEAL

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

ATTESTED:

APPROVED AS TO FORM:

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

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

*Attachment A*

**§ 71.08 MANNER OF PARKING.**

- (A) *Parallel parking.* Except as provided in division (B) below, ~~no~~ ~~person~~ shall stand or park a vehicle in a roadway in any manner other than parallel with the edge of the roadway, headed in the direction of traffic, and with the curb side wheels of the vehicle within 12 inches of the edge of the roadway.
- (B) *Angle parking.* On streets or parts of streets marked for angle parking, automobiles and other vehicles shall be parked at an angle to the curb as indicated by such markings and wholly within such markings.
- (C) *Parking within marked spaces.* On any street which is marked off with lines indicating the parking spaces for vehicles, such vehicles shall be parked wholly between or within such lines and it shall be unlawful for any person to park outside such lines.
- (D) *Reverse angle parking:* On streets marked and signed for reverse angle parking, automobiles and other vehicles shall be parked backed in with the rear of the vehicle towards the curb as indicated by such markings and wholly within such markings.

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

### Action Requested:

The original Municipal Agreement was approved on April 16, 2018. This action is to approve a revised Municipal Agreement.

The Town, NCDOT, and Rhythm Engineering propose to enter into a three-way cost-sharing agreement for the installation of ASCT (Adaptive Signal Control Technology) on the seven signal coordinated system from the intersection of Catawba Ave/US 21 to the intersection of West Catawba Ave./Jetton Rd. The agreement establishes a five-year pilot program of this innovative technology that will automatically adjust to traffic volumes at each approach to these intersections, with the goal of improving levels of service and reducing queueing at each intersection, ultimately improving travel times along the corridor. The Town will act as the purchasing entity. NCDOT will evaluate the before, during, and after results of the technology, in addition to replacing equipment. Rhythm will provide the installation and operational support.


Upfront costs are \$380,035. The cost share is as follows: \$146,635 Town, \$161,000 NCDOT, \$72,400 Rhythm.

Total costs (over the five-year period) include ongoing Rhythm support of the system, NCDOT's equipment replacement, and the Town's insurance premium for the equipment. The total costs = \$548,165+. The total cost share is as follows: \$152,265 Town (28%), \$161,000+ NCDOT (29%+), \$234,900 Rhythm (43%).

### Manager's Recommendation:

Approve the revised Municipal Agreement for the ASCT Catawba Avenue Pilot Project and authorize the Town Manager and Attorney to finalize and execute it.

### ATTACHMENTS:

Name:	Description:	Type:
 <a href="#">NCDOT-Municipal_Agreement_7.16.18.pdf</a>	Municipal Agreement	Backup Material

NORTH CAROLINA  
MECKLENBURG COUNTY

**PILOT PROJECT AGREEMENT**

DATE: 7/16/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: SM-5715A

AND

WBS Elements: 47911.1.1

TOWN OF CORNELIUS

AND

RHYTHM ENGINEERING

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department," the Town of Cornelius," a local government entity hereinafter referred to as the "Municipality", and Rhythm Engineering, hereinafter referred to as "Rhythm," referred to together as "Parties."

**WITNESSETH:**

WHEREAS, the Municipality has an interest in promoting more efficient and safer traffic movements along Catawba Avenue Corridor between US 21 and Jetton Road in Cornelius, Mecklenburg County; and,

WHEREAS, the Municipality has contracted with Rhythm to provide an Adaptive Signal Control Technology System for the Catawba Avenue Corridor; and,

WHEREAS, the Department is willing to partner with the Municipality and Rhythm on the installation, analysis, operation, and maintenance of the Rhythm InSync equipment and associated services on its facilities as a Pilot Project, hereinafter known as the Project; and,

WHEREAS, implementation of this Pilot Project does not commit the Department to any further contracts or work with Rhythm, but the Department will consider other similar pilot projects with other companies in the future; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-18;



NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the construction of the Project it is agreed as follows:

## **SCOPE OF THE PROJECT**

1. The Municipality and Rhythm have entered into a “Statement of Work and Pricing Agreement” dated 4/23/2018, which shall be referred to as Appendix A. The Department is not a party to said contract and shall not be liable or responsible for any portion of that contract, except those items specifically stated in this Agreement. The Responsibilities of each Party are broadly outlined below in accordance with said Scope of Work, but will be stated more explicitly elsewhere in this Agreement.
2. The Project consists of design, procurement, installation, operation, maintenance, and analysis of an Adaptive Signal Control Technology system along the Catawba Avenue Corridor in Cornelius, North Carolina to be operated for a period of five years. The Project will incorporate adaptive signal control technology at the following seven signalized intersections, hereinafter collectively known as the “Catawba Avenue Corridor”:
  - Catawba Avenue and US 21
  - I-77 and Catawba Avenue Interchange, northbound ramps
  - I-77 and Catawba Avenue Interchange, southbound ramps
  - West Catawba Avenue and Torrence Chapel Road/Liverpool Parkway
  - West Catawba Avenue and One Norman Drive
  - West Catawba Avenue and Bethel Church Road
  - West Catawba Avenue and Jetton Road

## **RESPONSIBILITIES OF EACH PARTY**

3. The **Department** will:
  - Participate in the Statement of Work, as defined in Appendix A, outlined by Rhythm Engineering and included in this Agreement;
  - Maintain the equipment, as set forth in the Maintenance Provision of this Agreement;

- Collect, analyze, and evaluate the data from the operation of the Project, in accordance with the Before and After Study, attached hereto as Appendix B; and,
- Reimburse the Municipality for a portion of the costs of equipment procurement and installation.

4. The **Municipality** shall:

- Enter into a contract with Rhythm Engineering for the procurement and installation of the Rhythm InSync Equipment and Services;
- Participate in a portion of the costs of equipment procurement;
- Oversee the installation and start-up of the Project by the Contractor;
- Enter into an Encroachment Agreement with the Department that will require the Department to concur with the Municipality's acceptance of the work performed by the Contractor; and,
- Participate in final analysis for determination of continued use.

5. **Rhythm** shall:

- Provide the equipment for installation on the Department's signal system; and,
- Install the equipment and provide operational and maintenance support as further described in this agreement.

## **PERIOD OF PERFORMANCE**

6. The Project Period of Performance for this Agreement shall begin on the date of execution of this agreement and shall continue for a period to encompass the operational period of the Project, which is five years, and to allow time for reporting and evaluation to determine the feasibility of continuing with the Project. As such, the project end date shall be six (6) years from the date of execution of the Agreement.
7. If, during the project period of performance, the Department or the Municipality is not satisfied with the performance of the system, then either party has the right to terminate this agreement with at least thirty (30) days' notice to the other parties.



## **PLANNING AND DESIGN**

8. The Department shall work with the Municipality and Rhythm to prepare the planning documents, any environmental documents and obtain any permits needed to construct, install, operate and maintain the Project.
9. Prior to installation, the Department will provide traffic engineering information to Rhythm including, but not limited to: traffic counts, traffic pattern by time of day, phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times. The Department shall determine the operating parameters of the preceding and communicate that to all parties.
10. The Municipality shall enter into an Encroachment Agreement with the Department. Said agreement will address installation, inspection, performance, and indemnity for all work within the Department's right of way.
11. The Department shall review and approve the following as provided by Rhythm and the Municipality:
  - Construction plans
  - Camera mounting plan
  - Deployment schedule
  - Encroachment Agreement
  - Permit and assist with lane closure schedules as needed during installation.

All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

## **RIGHT OF WAY**

12. It is understood by all parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of the right of way acquisition, drainage and construction easements for the construction of the project.

## UTILITIES

13. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the project. Said work shall be performed in a manner satisfactory to the Department prior to the Municipality beginning construction of the project.

## PROCUREMENT OF GOODS AND SERVICES

14. The Department has reviewed the procurement of Rhythm Engineering and its equipment by the Municipality and concurs in the use of this firm as the sole source provider of these services, equipment and technology. Any other equipment needed for the Project shall be provided by the Municipality, procured in accordance with local and state statutes. The purchase of any other equipment and materials used on the project shall be solely the responsibility of the Municipality; however, the Department reserves the right to reject the use of any traffic signal equipment and materials deemed by the Department to be functionally inferior to equipment and materials normally used by the Department on its own projects. Any material used shall be on the Department's Qualified Products List (QPL). Any materials that are not on the QPL are subject to review for approval or rejection.
15. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
  - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
  - B. The Municipality when procuring architectural, professional and engineering services must adhere to Title 23 of the Code of Federal Regulations, Part 172. The Municipality shall comply with the policies and standards for negotiated contracts as contained in the Federal-Aid Policy Guide, Part 172; said policies and standards being incorporated in this Agreement by reference ([www.fhwa.dot.gov/legsregs/legislat](http://www.fhwa.dot.gov/legsregs/legislat)).
  - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of any professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

- D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the total construction cost. This applies to private engineering firms and/or work performed by the Municipality and/or the Department. The Municipality, and/or its agent, shall perform project administration in accordance with all Departmental and Federal policies and procedures.

## **INSTALLATION**

16. Rhythm shall be responsible for installing the InSync equipment, with oversight provided by the Municipality. Rhythm shall notify the Municipality once the system is operational. The Municipality shall notify the Department to review and certify the installation per the encroachment agreement.
17. Traffic control shall be provided by the contractor. Arrangements shall be made for law enforcement to direct traffic should the intersection go dark or go into flash or malfunction as a result of the installation.
18. The work in each intersection shall be completed prior to moving to another.
19. Construction activities shall be phased such that testing of communications between intersections is conducted prior to switching to Adaptive control. There should be law enforcement present at each intersection during the scheduled transition to Adaptive control in case of problems.
20. The Municipality shall notify the Department, no less than 30 days prior to activation of the adaptive system, for the purposes of collecting "before" travel-time data.

## **OPERATION AND PERFORMANCE**

21. The Department will be responsible for operating and evaluating the Project as a pilot program and to compare and contrast the traffic data and performance for each of the Catawba Avenue Corridor intersections, as well as the Catawba Avenue Corridor in its entirety, before the implementation of the Project and during the five-year period the Project is operational. The Department will use the Before and After Study parameters (Appendix B) to monitor and evaluate the system.
22. The Department has two construction projects planned within the limits of this corridor. U-5906 and C-5621 are scheduled to begin construction in 2020 and will change traffic patterns at some of the signalized intersections within the corridor. When these changes are made, it will be the

responsibility of Rhythm to adjust the detection and operational aspects of the adaptive system to ensure proper operation and coordination.

23. The Department will provide an ongoing data plan through its preferred network provider, at no cost to the Municipality or Rhythm.
24. Six (6) months before the operational period of the Project (five years) is complete, the Department shall provide the Municipality with a final report to include a comprehensive analysis and evaluation of the traffic data gathered during the operational period as compared to the traffic data existing prior to implementation of the Project. The report shall be utilized to determine whether the operational period of the Project shall be extended and to further determine whether installation of the system in other traffic corridors would be prudent. The outcome of this Pilot Project in no way requires the Department or the Municipality to provide further implementation or use of Rhythm's services or equipment.

## **MAINTENANCE**

25. The Department and Rhythm shall be responsible for the maintenance of the Project, during the Project period of performance, as outlined below, and in accordance with the NC General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways," the specifications provided by Rhythm Engineering, and Departmental criteria. The maintenance consists of replacing equipment, including cameras, processors, panels and cables. Any and all maintenance beyond one-for-one swaps of equipment (with equipment defined above as including cameras, processors, panels, and cables) shall be performed by Rhythm.

The Department will:

- Notify the Municipality and Rhythm of any system issues or problems that may exceed the Department's maintenance responsibilities;
- Participate in training provided by Rhythm to provide basic maintenance responsibilities and to be aware of the need for more complex maintenance issues.
- Notify Rhythm of trouble calls, complaints, equipment issues, maintenance issues, operational issues, operation enhancements, operational adjustments and all other general communication regarding the operation of the Project for the purpose of Rhythm making adjustments, modifications, and/or improvements to the Project; and,

- Be the primary point of contact for the preceding communication that originates from input that is either self-generated or received from outside entities, such as the Municipality or the general public.

Rhythm shall:

- Provide maintenance training to the Department for basic maintenance issues and to raise awareness of the requirements for more complex maintenance issues ; and,
- Provide maintenance for any aspect of the system that exceeds minimal tasks such as camera and processor replacements; and,
- Be responsible for system operation diagnosis or adjustments, modifications and/or improvements

26. After evaluation of the Project, as outlined in the Operation Provision above, if the project does not meet standards, then Rhythm will remove equipment and return signals to their original state. The Municipality will keep all equipment associated with this Project.

## **COSTS AND FUNDING**

27. The estimated cost for the procurement and installation of the equipment is \$307,635. Rhythm is providing engineering and technician support, estimated to be \$162,500. The Department will participate in project costs up to \$161,000 and the Municipality shall be responsible for the difference of \$146,635, and all costs that exceed the total estimated cost.

28. The inclusion and payment for any work included in this Project that is determined to be a betterment shall be addressed under a Supplemental Municipal Agreement, if needed.

29. Upon completion of each phase of work (receipt of equipment from Rhythm and completion of installation) the Municipality shall invoice the Department for costs representing the Department's share of the Project costs. The full amount of participation by the Department will be no more than \$161,000. The Department will process the invoice within thirty (30) days of receipt.

- A. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([www.whitehouse.gov/OMB/circulars/a133/a133.html](http://www.whitehouse.gov/OMB/circulars/a133/a133.html)), dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30)

days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

- B. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of the period of performance, for inspection and audit by the Department's Financial Division.
- C. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- D. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the project.

## **ADDITIONAL PROVISIONS**

- 30. Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.
- 31. The Department must approve any assignment or transfer of the responsibilities of the Municipality or Rhythm set forth in this Agreement to other parties or entities.
- 32. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
- 33. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- 34. The parties hereby acknowledge that the individuals executing this Agreement have read this Agreement, conferred with legal counsel, fully understand its contents, and are authorized to execute this Agreement and to bind the respective parties to the terms contained herein.
- 35. The Municipality and Rhythm, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and/or State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.
- 36. Failure on the part of the Municipality or Rhythm to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

37. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality and Rhythm certify, each by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State Department or Agency.
38. To the extent authorized by state and federal claims statutes, the Municipality and Rhythm each shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Agreement. The Department shall not be liable and shall be held harmless from any and all third party claims that might arise on account of the Municipality's or Rhythm's negligence and/or responsibilities under the terms of this agreement.
39. The Municipality and Rhythm shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
40. In compliance with state policy, the Municipality and Rhythm, and/or their agents, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy.
41. All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
42. Where either the Department or the FHWA determines that the funds paid to the Entity for this Agreement are not used in accordance with the terms of this Agreement, the Department will bill the Entity for repayment of any or all funds.
43. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.



IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the Department, the Municipality, and Rhythm by authority duly given.

ATTEST:

TOWN OF CORNELIUS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by \_\_\_\_\_ of the local governing body of the Town of Cornelius

as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

\_\_\_\_\_

(SEAL)

Remittance Address:

Town of Cornelius

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

RHYTHM ENGINEERING

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_



## Statement of Work & Pricing Agreement

Prepared for: Town of Cornelius, NC

Attention: Anthony Roberts & Andrew Grant

Project: W Catawba Avenue Cooperating

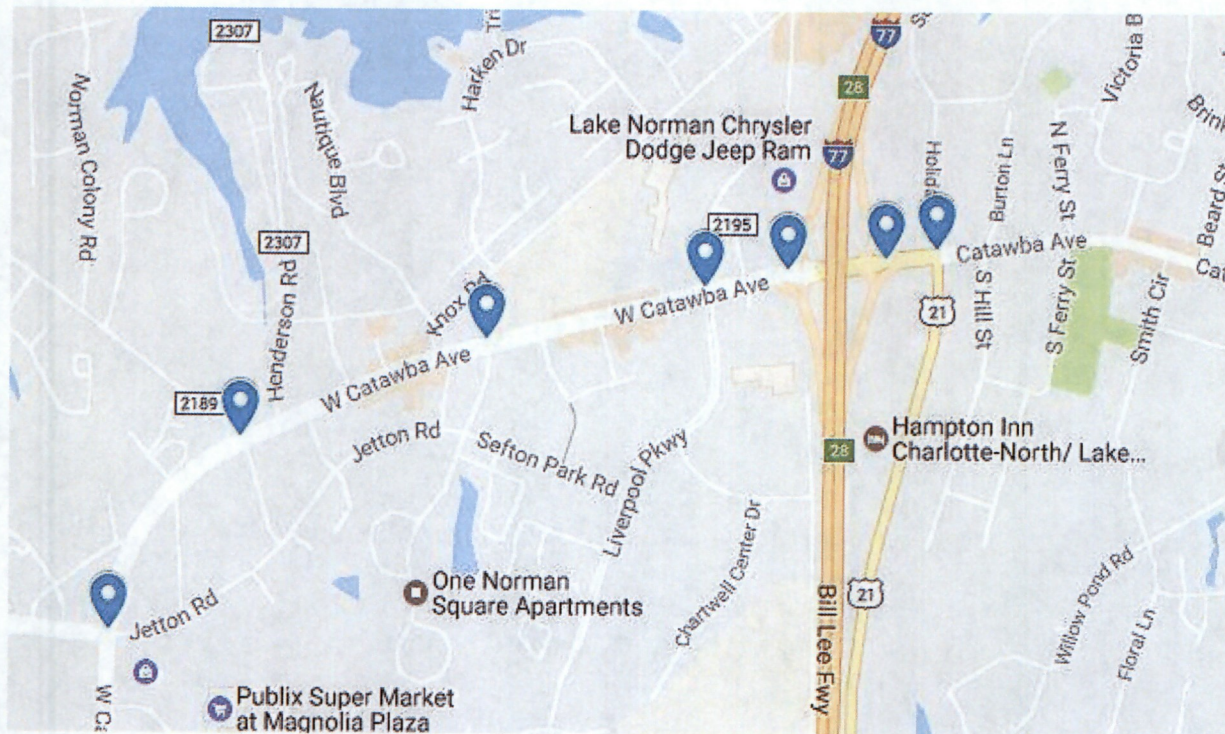
Agency: North Carolina Department of Transportation

January 26, 2018

Rhythm Engineering Contact:  
Mark W. Sullivant  
Vice President of Customer Development  
(248) 431-4588  
(913) 227-0603  
[mark.sullivant@rhythmtraffic.com](mailto:mark.sullivant@rhythmtraffic.com)

## Map of the Corridor:

Below is a map of the corridor. The corridor spans from W Catawba Ave & Jetton Rd on the West side to Catawba Ave & Statesville Rd/Holiday Ln on the East side. Corridor characteristics consist of varying season traffic generated by the lake community. Additionally I-77 interacts with the corridor via a Diverging Diamond Interchange.



## System & Hardware Summary

<b>Total In Sync Systems:</b>	7
<b>Total Fusion Modules:</b>	7
<b>Total Pedestrian Modules:</b>	7
<b>Total Standard Camera Mounts:</b>	24
<b>Total 10-ft Extension Arm Cam Mounts:</b>	4
<b>Total In Sync Spare Kits: (2 cameras, 1 equipment panel, 1 processor, and all necessary cables)</b>	1
<b>Total Optical Cameras (not including spares):</b>	28
<b>Total Optical Cameras:</b>	30
<b>Cat5e Cable (1000 Ft Roll):</b>	9
<b>Power Cable (1000 Ft Roll):</b>	9
<b>On Site Rhythm Engineering Technician:</b>	true
<b>On Site Rhythm Configuration Engineer:</b>	true

## Project Statement of Work

### Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation as set forth herein and subsequent Purchase Order. Material consists of In|Sync® processors, video cameras and enclosures, equipment panel and power supply, RG cable, Ethernet patch cables, detector-cards (if needed), Pedestrian modules, and monitors/keyboards, and other materials as specified.
2. Provide specifications for materials to be supplied by the Installation Contractor- wires, connectors, and specialized installation tools as well as camera mounting hardware if needed.
3. Provide remote support to installer during the installation process.
4. Consult with North Carolina Department of Transportation - Division 10 traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.
5. Provide camera mounting plan to installation contractor.
6. Perform the on-site integration of the In|Sync® adaptive system, including verification of camera views, working with the installer to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both onsite and remotely to bring online each In|Sync® system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely after the activation of the arterial in order to maximize the performance of In|Sync®.
7. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project. After the project is fully operational, Rhythm Engineering will continue to manage and monitor system for a period of 5 years. Such management and monitoring shall include but not be limited to a) providing engineering support and adjustments 24 hours a day, seven days a week; b) monitoring the operation of the system; c) responding to trouble calls that first come through NCDOT or Town of Cornelius. All trouble calls will be received by the Town of Cornelius or NCDOT and then either called into Rhythm support or Rhythm support email; d) providing training and service support to local agencies or the subcontractors engaged to perform maintenance of the project.
8. Rhythm Engineering, with the consent and agreement of the Town of Cornelius and the NCDOT, will provide a full deployment schedule once the W. Catawba Avenue project is formally kicked off, and Purchase Order is issued to Rhythm Engineering, LLC.
9. Rhythm Engineering will take all action necessary to obtain the consent and permission of NCDOT to encroach upon its Right of Way and/or utilize its equipment; and further agrees to comply with all NCDOT and Town of Cornelius rules, regulations and instructions related to the installation, monitoring and maintenance of the project.



**Installer (to be subcontracted by Rhythm Engineering) will be responsible for the following tasks:**

1. Order and provide shielded/outdoor-rated Category 5 Ethernet cable and outdoor rated 3-strand 14 AWG power wire (IMSA 20-1 Traffic Control Cable 14-3 stranded copper) and wires, connectors, and specialized installation tools as well as camera mounting hardware (if applicable) per Rhythm Engineering specifications. Cut-sheets to be provided by Rhythm Engineering at the appropriate time upon request Rhythm Engineering to use material on the NCDOT/Intelligent Transportation System Qualified Products List ("QPL"). If an item is not on the QPL, Rhythm Engineering shall submit cut sheets for those items and submit a printout of materials selected from the QPL.
2. Order and provide camera mounting hardware as specified in provided cut-sheets.
3. Perform installation work consisting of: pulling & terminating the required power and Ethernet Cat 5E cables (Commscope 2003 shielded/outdoor rated) from the controller cabinet to the Rhythm Engineering pre-approved mounting location, installation of camera mounting hardware to mast arms/luminaires, mounting of the video cameras, connecting wires to cameras per Rhythm Engineering specifications and training, camera aiming, zooming and focusing.
4. Perform traffic cabinet installation work consisting of: installing the site equipment panel, mounting and connecting the In|Sync® processor to the Ethernet switch and installing In|Sync's detector input connection type. Wiring of the RG return cable and connection of the In|Sync® system to the Ethernet network provided via the communications system provided by the NCDOT or communications installer.
5. Ensure that remote VPN access is established to the entire In|Sync system deployment to allow Rhythm Engineering to provide remote assistance in aligning proper views of each camera. Once VPN access is confirmed, Rhythm Engineering can schedule a Rhythm Engineering technician to assist on site for final placement of In|Sync into detector mode.
6. Installer shall not connect Rhythm equipment to power prior to receiving authorization from Rhythm Engineering.
7. During installation, installer shall not place the In|Sync system into detector or adaptive mode without written authorization from Rhythm Engineering.
8. Return to site during system integration to adjust cameras or troubleshoot any cabling or other issues arising from faulty installation.
9. Provide an Ethernet network with TCP/IP connectivity between signals.
10. Reserve and provide Rhythm Engineering with Internet Protocol (IP) Addresses for each intersection's equipment. Rhythm Engineering requires that ten (10) Local Area Network (LAN) IP addresses be reserved per intersection.
11. Establish Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP) server connection, as well as access to the intersections via a Virtual Private Network (VPN) connection or other remote connectivity for support and monitoring purposes during the warranty/support period.
12. Provide detailed wiring diagram for In|Sync installation for NCDOT.
13. Lane Closures by the signal contractor for the installation portion of the project will only be done between the over-night hours of 10 pm until 6 am, and work will only occur on Sunday-Thursday nights during the installation process.
14. Installation time will take 5 weeks or less unless there are unforeseen issues like; crushed conduit that would require additional conduit boring, or Extreme Acts of God or weather that would not allow a safe installation.

## **North Carolina Department of Transportation - Division 10/Town of Cornelius, NC will be responsible for the following task:**

1. NCDOT - Division 10 to provide traffic engineering information per intersection including, but not limited to: traffic counts, traffic pattern by time of day, phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.
2. NCDOT - Division 10 and Town of Cornelius to communicate goals and objectives of the project in a detailed manner.
3. Maintenance will be handled by NCDOT - Division 10 for minimal tasks such as camera and processor replacement. Rhythm Engineering will train NCDOT - Division 10 maintenance staff on all install and troubleshooting techniques. If the scope of the maintenance becomes too large NCDOT - Division 10 will utilize a qualified and NCDOT approved signal contractor.
4. NCDOT - Division 10 to establish ongoing data plan through preferred network provider.

## **Project Deployment**

Cabinet hardware & detection camera installation shall be completed by subcontractor to be hired by Rhythm Engineering. Rhythm Engineering provides installation training with a Rhythm technician onsite to lead this training and ensure staff gain sufficient understanding & capability. Development of the detailed installation plan would require additional information about the corridor including a cabinet inspection and site survey.

Rhythm Engineering will completely deploy this project within the mutually agreed upon schedule. Installation Contractor is responsible for ensuring all signals are operational and ready for equipment installation, including Ethernet connectivity and wiring completion. Any delays in implementation outside of Rhythm Engineering's control are excluded from this timeframe.

After the project is fully operational, Rhythm Engineering will manage and monitor the corridor for 5 years. Such management and monitoring shall include but not be limited to a) providing engineering support and adjustments 24 hours a day, seven days a week; b) monitoring the operation of the system; c) responding to trouble calls that first come through NCDOT or Town of Cornelius. All trouble calls will be received by the Town of Cornelius or NCDOT and then either called into Rhythm support or Rhythm support email; d) providing training and service support to local agencies or the subcontractors engaged to perform maintenance of the project. As part of the training, Rhythm Engineering will continue to educate and train the NCDOT Division 10 engineering staff, and members of the Town of Cornelius, NC team as required.

VPN access will be provided to the Town of Cornelius and NCDOT to have access to the In|Sync system for monitoring and data visualization.

In the event of a processor failure the intersection will revert back to controller operation (or 30-day historical InSync system operation) and continue to provide service for all approaches.

Complaint calls from motorists or others will be channeled through the NCDOT – Division 10 office. From there, complaints that appear to be related to the InSync system will be sent to the Rhythm Support Line at **913-674-9846** or emailed to [Support@rhythmtraffic.com](mailto:Support@rhythmtraffic.com).



To: Anthony Roberts & Andrew Grant  
Town of Cornelius, NC  
21445 Catawba Ave  
Cornelius, NC 28031

Quotation: 009598-3  
Expiration Date: 04/30/2018  
Prepared By: Mark W. Sullivan

### Definitions:

- Customer – Any person or commercial entity that creates and provides a purchase order to Rhythm Engineering (Vendor) for the sole purpose of ordering and purchasing Adaptive Traffic Equipment and/or any required accessories or additional equipment and services. A person providing such a purchase orders certifies that they are legally permitted to do so.
- Vendor/Seller – Rhythm Engineering LLC
- Quote – A binding legal instrument that provides estimated pricing and quantity of specific product and services sold by Rhythm Engineering, and (among others) final payment terms. All quotes have an expiration date and prices are subject to change after expiration date.
- Purchase Order – A purchase order (PO) is a commercial document and first official offer issued by a buyer to a seller, indicating types, quantities, and agreed prices for products or services. It is used to control the purchasing of products and services from external suppliers.
- Contractor – Any commercial entity or person that undertakes a contract to provide materials (Non-Rhythm Engineering materials) or labor to perform the installation of Rhythm Engineering equipment.
- 3rd Party – Any commercial, private or government entity not defined above as the customer or vendor/seller.

### Payment Terms: (To - Town of Cornelius, NC)

All taxes are the responsibility of the town of Cornelius, NC. FOB Point: Lenexa, KS. Rhythm Engineering shall provide an Invoice to the Town of Cornelius for equipment upon shipping the equipment. Rhythm Engineering shall provide a second Invoice for Installation Services after NCDOT provides written confirmation that the system/project is fully operational. Payment is due within 30 days of the invoice date. After 30 days, a 5% late payment penalty shall be assessed upon any unpaid balance. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any accumulated penalties and/or fees. A 10% retainage will be held until all installation work is completed by Rhythm Engineering and all subcontractors.

### General Terms and Conditions:

Client agrees that all Purchase Orders submitted to Rhythm in response to this Scope of Work and Quote do hereby incorporate any and all terms and conditions stated in this Scope of Work and Quote unless such terms or conditions are clearly and expressly rejected in writing within the submitted Purchase Order. Purchase Orders submitted in response to this document that contain no payment terms are deemed to be a complete acceptance of the payment terms set forth in this document pursuant to these general terms and conditions. Purchase Orders with rejected terms or conditions shall be reviewed by Rhythm Engineering and may be rejected or re-submitted to Client. Client agrees that the laws of the State of North Carolina apply to this contract and all actions arising out of it. Invoices are generated upon shipment of material and then upon completion of Installation Services.

Rhythm Engineering (Vendor/Seller) will provide materials and/or services to the customer based on a Purchase Order received by Rhythm Engineering. All terms including, but not limited to payment, delivery, installation terms are detailed in this Statement of Work and Pricing Agreement and the "Professional Consulting Services Agreement TOWN OF CORNELIUS Standard Terms and Conditions" attached hereto as Exhibit "A" and incorporated herein by reference (collectively, the "Terms"). Rhythm Engineering will not accept any terms not detailed in this document, unless agreed to in writing, and the quote terms are solely between Vendor/Seller and the customer. The customer certifies that all material requested on the Purchase Order is complete and that omissions will be purchased by a new Purchase Order. Furthermore, Rhythm Engineering is not party to any agreement listed on the Purchase Order, nor is party to any agreement between the customer and any 3rd party entity.

Rhythm Engineering hereby accepts and agrees to the "Professional Contracting Services Agreement, TOWN OF CORNELIUS, Standard Terms and Conditions" attached hereto as Exhibit "A" and incorporated herein.

Description	Units	Unit Cost	Total Cost
Total In Sync Systems:	7	\$25,000	\$175,000.00
Total Fusion Modules (integration with existing external detection):	7	\$5,000	\$35,000.00
Total Pedestrian Modules (integration with existing pedestrian actuation):	7	\$5,000	\$35,000.00
In Sync Warranty Covering 5.0 Years	7 Intersections	*	\$15,750.00
Total Standard Camera Mounts:	24	\$290	\$6,960.00
Total 10-ft Extension Arm Cam Mounts:	4	\$725	\$2,900.00
In Sync Spare Kits:(2 cameras, 1 equipment panel, 1 processor, and all necessary cables)	1	\$12,500	\$12,500.00
Cat5e Cable (1000 Ft Roll)	9	\$525	\$4,725.00
Power Cable (1000 Ft Roll)	9	\$450	\$4,050.00
Installation Services (Includes DTS installation and configuration, and Rhythm Engineering onsite installation and engineering adaptive configuration)	7	\$7200.00	\$55,400.00


Shipping & Handling	7	\$150	\$1,050.00
Pricing modification for Fusion and Pedestrian Module			(\$70,000.00)
*Warranty is provided at no charge for years 1 and 2. For subsequent years, warranty is \$750 per intersection per year. The warranty covers replacement of hardware, software updates, basic technical and engineering support during the 5 year warranty period. In the unlikely event of an act of god equipment is not covered.			
<b>SUBTOTAL 1</b>			<b>\$278,335.00</b>
<b>Required Communication Equipment</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Cell Modem	1	\$875.00	\$875.00
Intuicom Wireless Radios and Equipment	7	\$4,250.00	\$29,750.00
Microtik Router	1	\$400.00	\$400.00
Network Configuration	1	\$675.00	\$675.00
Pricing modification for Cellular Data over the 5 year period.*			(\$2400.00)
*Monthly data charges are dependent on selected carrier. Monthly data charges will be billed directly to NCDOT. A \$2400.00 credit has been provided to cover the costs of the 5 year data plan per the state contract amounts of \$40.00 per month.			
<b>SUBTOTAL 2</b>			<b>\$29,300.00</b>
<b>TOTAL</b>			<b>\$307,635.00</b>

For questions, please contact Mark W. Sullivant at (248) 431-4588 and  
 mark.sullivant@rhythmtraffic.com

**THANK YOU FOR YOUR BUSINESS!**

**Signature of Acceptance:**

*Mark W. Sullivan* 4/23/18  
 Mark Sullivan Date  
 VP of Customer Development  
 Rhythm Engineering, LLC

 4/17/18  
\_\_\_\_\_  
**Anthony Roberts** **Date**  
**Town of Cornelius, NC**  
**Town Manager**

**EXHIBIT A****Professional Contracting Services Agreement  
TOWN OF CORNELIUS****STANDARD TERMS AND CONDITIONS****1. Relationship – Independent Contractor**

The Parties in this contract agree that the Contractor is a professional corporation of business, and that the relationship created by this contract is that of employer and independent contractor. The Contractor is not an employee of the Town, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Contractor may practice his profession for others during those periods when the Contractor is not performing work under this contract for the Town.

**2. Supervision and Inspection**

In the performance of the work contemplated in this agreement, the Contractor is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the Town and shall be subject to Town's general rights of inspection and supervision to secure the satisfactory completion thereof.

**3. Payment of Taxes**

The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transactions, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

**4. Amendments**

Prior to the performance of work beyond the scope of the original agreement, any and all amendments to this contract shall be mutually agreed to in writing by the Town and the Contractor.

**5. Termination for Convenience**

The Town in its sole discretion, may terminate this Agreement in whole or in part whenever the Town determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination thirty (30) days before the effective date.

**6. Termination for Cause**

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Town shall have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, the Contractor shall cease

## STANDARD TERMS AND CONDITIONS

work immediately upon receipt of such notice and all finished or prepared work by the Contractor under the contract shall become property of the Town.

**7. Rights**

Town retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.

**8. Non-discrimination Requirement**

The Contractor agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex, race, color, religion, national origin, handicap, or disability.

**9. Compliance with Applicable Law**

Any work of the Contractor under the Contract shall be in compliance with applicable local, state, or federal law.

**10. Subcontracting**

Contractor shall assign no subcontracting work without written pre-approval of the Town. In the event that subcontracting is pre-approved by the Town, Contractor shall ensure that steps are taken in accordance with the Town's Equal Opportunity Program(s) and federal subcontracting policy to assure equal opportunity to subcontractors.

**11. Governing Law**

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall be in Mecklenburg County, North Carolina.

**12. Indemnification**

The Contractor does hereby agree to indemnify and save harmless the Town of Cornelius, its officers, agents, and employees against all claims, actions, lawsuit and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the Contractor is performing, or as a result of, work pursuant to this agreement.

**13. Severability**

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

**14. Publication, Reproduction and Use of Material**

No material in whole or in part under this contract shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and

## STANDARD TERMS AND CONDITIONS

otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract and shall have property rights to them.

**15. Town Contact and Contract Administrator**

Tyler Beardsley, Project Manager  
Town of Cornelius  
21445 Catawba Avenue  
PO Box 399  
Cornelius, NC 28031  
Phone: 704-892-6031  
Email: [tbeardsley@cornelius.org](mailto:tbeardsley@cornelius.org)

The Town may, in its discretion, change the Contract Administrator at any time; if so, the Town will notify the Contractor, in writing of the change.

**16. Merger of Prior Discussions**

This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**17. Insurance Requirements**

During the performance of the services under this Agreement, the Contractor does hereby agree to maintain insurance as follows:

**Worker's Compensation**

Contractor shall maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, and up to a \$100,000 limit for bodily injury for each employee, and with a \$500,000 bodily injury aggregate policy limit.

**Commercial General Liability**

Contractor shall maintain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit. This shall include premises and/or operations, independent Contractors, products and/or completed operations, errors and omissions, and a contractual liability endorsement.

**Special Requirements**

The Town of Cornelius is to be named as an additional insured of the Commercial General Liability policy.

## BEFORE AND AFTER STUDY

This document serves as an outline for the before/after performance analysis of the Cornelius In|Sync adaptive signal system. These analyses will be used by NCDOT to measure the effectiveness and potential future implementation of adaptive signal systems. They will also be provided to the Town of Cornelius. NCDOT Central Office System Timing will be responsible for performing the travel time runs and will work with the Safety Evaluation Group to prepare the final reports. The study area will include, at a minimum, all signals operating within the In|Sync adaptive signal system.

### Timeline and Study Periods

- **2 weeks before implementation**
  - Establish the baseline “Before” operation using corridor performance metrics derived from (1) Travel Time Runs and (2) Probe Data as well as intersection performance metrics derived from (3) In|Sync Video Camera Detection. This is to be done after installation but prior to implementation. Travel time run data from previous retiming projects will also be incorporated into the reports.
- **1 month after implementation**
  - Before/After Study using corridor performance metrics derived from (1) Travel Time Runs and (2) Probe Data as well as intersection performance metrics derived from (3) In|Sync Video Camera Detection.
- **1 year after implementation**
  - Before/After Study using corridor performance metrics derived from (1) Travel Time Runs and (2) Probe Data as well as intersection performance metrics derived from (3) In|Sync Video Camera Detection.
- **3 years and 5 years after implementation**
  - Before/After Study using corridor performance metrics derived from (2) Probe Data as well as intersection performance metrics derived from (3) In|Sync Video Camera Detection.

### Corridor Metrics

- (1) Travel Time Run Data  
*“Before” Travel Times to be collected ~2 weeks prior to implementation of In|Sync. “After” Travel Times to be collected ~1 month after implementation (depending on time of year) and one year after implementation.*
  - a. Cumulative Travel Time
  - b. Cumulative Delay
  - c. Cumulative Stop Delay
  - d. Cumulative Stops
  - e. Level of Service
- (2) Probe Data  
*Obtained from iPeMS and/or NCDOT’s Signal System Prioritization Tool*
  - a. Average Speed
  - b. Average Travel Time
  - c. Delay

### Intersection Metrics

- (3) In|Sync Video Camera Detection Data  
*This data can be obtained from the In|Sync system prior to implementation of the adaptive control as well as after implementation of the adaptive control.*



- a. Queue Lengths (by phase)
- b. Delay (by phase)
- c. Turning Movement Counts

**Potential Additional Metrics Computed from Data**

- Level of Travel Time Reliability (LOTTR)  
 *$80^{\text{th}}$  percentile travel time /  $50^{\text{th}}$  percentile travel time*
- Normalized Travel Time (NTT)  
*Average Travel time / Speed Limit Travel Time*
- Interquartile Range Travel Time (IRTT)  
 *$(75^{\text{th}}$  percentile travel time –  $25^{\text{th}}$  percentile travel time) / Speed Limit Travel Time*
- Queue Ratio (queue/storage)  
*Calculated from measured queue lengths and storage distances*

## REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Lori Harrell, Town Clerk

**Action Requested:**

Approve the minutes from the July 2nd Regular meeting.

**Manager's Recommendation:**

Approve minutes.

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">07-02-18_Regular_Meeting_draft.docx</a>	Regular Meeting Minutes	Backup Material

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## BOARD OF COMMISSIONERS

July 2, 2018  
MINUTES

### PRE-MEETING – 5:45PM

#### ❖ Art Center Update

PARC Director Troy Fitzsimmons gave an overview of the programming, fee structure and scholarships offered at the existing Oak Street Mill Arts Center with ceramics being the signature program.

CACC President Greg Wessling gave an overview of the process the CACC Board and Advisory Board have followed to identify the objectives, obstacles, strategy and tactics for the future art center. He outlined the project options and featured programs (not including ceramics). He stated that the CACC Board has decided to go with the Budget Led process and has set the cost at approximately \$20M-\$22M. The next steps include fundraising and looking at operations.

Commissioner Bilodeau asked if the future North Meck Recreation Center will have similar programming. Mr. Fitzsimmons stated that the County's recreation center will focus on active recreation with some classroom programming; however, there will be no ceramics offered. Commissioner Bilodeau asked if the \$20M-\$22M included the Town's \$4M in bond money and the property. Mr. Wessling stated it did not, therefore, the project cost will be approximately \$26M. He also added that because the Art Center will be revenue based, subsidized programming will not likely be offered unless the Town supported the subsidy.

Manager Grant expressed his thoughts on what the Board needs to be thinking about for the final programming, including dedicated community space. Mayor Washam stressed the importance of getting both Boards together in order to bridge any gaps. Mr. Wessling agreed and also stated that the project will not start until the appropriate funds are in fact available. Mr. Wessling encouraged the Town Board to let him know now if they have any concerns about the proposed programming

#### ❖ Closed Session

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

*Commissioner Miltich made a motion to go into Closed Session at 6:35PM.*

*Commissioner Naas seconded the motion and it passed unanimously, 4-0 (Commissioner Gilroy was absent).*

Upon return from Closed Session, 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 introduced Eli Davis, a rising 2<sup>nd</sup> grader at Pine Lake Preparatory School who won a “Day with the Mayor” at a school fundraiser.

Mayor Washam and Eli called the meeting to order at 7:04PM.

### 2. DETERMINATION OF QUORUM

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

### 3. APPROVAL OF AGENDA

*Commissioner Miltich made a motion to approve the agenda as presented.*

*Commissioner Ross seconded the motion and it passed unanimously, 4-0.*

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

Mayor Washam and Eli 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 June 20<sup>th</sup>
- Attended the new Smithville Splash Park dedication on June 21<sup>st</sup>

Commissioner Ross reported on the following:

- Attended the Smithville Community Coalition meeting
- Attended the Smithville Splash Park dedication
- Attended the Symphony in the Park event

Commissioner Miltich reported on the following:

- Attended the PDRC meeting
- Held a meeting with Twin Oaks residents regarding traffic impacts on Smith Circle when the new Nannie Potts Lane connection is made
- CRTPO meeting was not held due to lack of a quorum
- Attended the Power Luncheon on June 23<sup>rd</sup>
- Attended the ribbon cutting for Cabinet Connection on June 23<sup>rd</sup>
- Attended the Symphony in the Park event
- Attended the CMS meeting held by Rhonda Lennon on improving communications with CMS
- Attended the Connecting Cornelius event held on June 27<sup>th</sup>

Commissioner Naas reported on the following:

- Attended the CMS meeting held by Rhonda Lennon
- Met with John Lewis from CATS to discuss bus service costs and various transit topics

Manager Grant reported on the following:

- Announced that the CATS Park and Ride “Surface” art piece received a national art award
- CATS will hold a public meeting on July 19<sup>th</sup> at Town Hall
- Kudos to the PARC Department for the largest Symphony event attendance (~8,000)
- Staff continues to work with Republic Waste Service on service issues and levying fines when necessary
- Attended the MTC meeting where the Village Rider route changes were discussed

Mayor Washam reported on the following:

- Attended the ribbon cutting for Cabinet Connection
- Attended the ribbon cutting for Capital Bank
- Attended the ribbon cutting for the My Aloha expansion into Davidson
- Attended the Smithville Splash Park dedication
- Attended the Symphony in the Park event
- Met for lunch with the mayors of Huntersville, Davidson and Mooresville
- Attended the ribbon cutting for Hood Hargett Insurance at North Main Financial
- The Connecting Cornelius held at Eleven Lakes Brewery went well

#### 6. CITIZEN CONCERNS/COMMENTS

There were no comments made.

#### 7. CONSIDERATION OF APPROVAL

##### A. 2018 Bond Referendum Introduction and Call for a Public Hearing

Commissioner Ross introduced the 2018 Bond Referendum. Finance Director Julie Niswonger explained that the Resolution for consideration is to set the public hearing for the Bond Order on Aug. 6, 2018.

*Commissioner Miltich made a motion to approve Resolution #2018-00896 setting the public hearing for the Bond Order on Aug. 6, 2018. Commissioner Ross seconded the motion and it passed unanimously, 4-0.*

**Resolution #2018-00896 is hereby made part of the minutes by reference.**

##### B. FY2019 Operating Budget Amendment

Finance Director Julie Niswonger explained the funding allocations of the FY2019 operating budget amendment.

*Commissioner Miltich made a motion to approve Ordinance #2018-00684 amending the FY2019 operating budget by allocating \$307,635 to the adaptive signal technology project; \$307,939 towards a new fire truck; \$53,800 for a new leaf machine; \$41,038 received in insurance proceeds related to vehicle accidents; and \$113,900 from the Electric Fund for items related to the Hwy. 115 utility burial project. Commissioner Ross seconded the motion and the motion passed unanimously, 4-0.*

**Ordinance #2018-00684 is hereby made part of the minutes by reference.**

8. CONSENT AGENDA

- A. Approve Minutes – Regular Meeting (June 18<sup>th</sup>) (Approved 4-0)
- B. Approve Minutes – Closed Session (June 18<sup>th</sup>) (Approved 4-0)
- C. Tax Refunds = \$3,394.48 (Approved 4-0)

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

9. COMMISSIONER CONCERNS

No concerns were expressed.

10. ADJOURNMENT

*There being no further business to discuss, Commissioner Miltich made a motion to adjourn at 7:35PM. Commissioner Ross seconded the motion and it passed unanimously, 4-0.*

Approved this 16<sup>th</sup> day of July, 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: July 16, 2018

**To:** Mayor and Board of Commissioners

**From:** Lori Harrell, Town Clerk

**Action Requested:**

Approve the minutes from the July 2nd Closed Session meeting.

**Manager's Recommendation:**

Approve minutes

**ATTACHMENTS:**

Name:	Description:	Type:
 <a href="#">07-02-18_Closed_Session_draft.docx</a>	Closed Session Minutes	Backup Material

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