



**BOARD OF COMMISSIONERS**  
**May 5, 2025**  
**Agenda**

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**PRE-MEETING - 4:30PM**

[Closed Session pursuant to G.S. 143-318.11\(3\) and \(5\) PID #003-177-15](#)

[Agenda Review](#)

[FY26 Budget Workshop - cont'd.](#)

**REGULAR MEETING - 6:00PM**

1. CALL TO ORDER
2. DETERMINATION OF QUORUM
3. APPROVAL OF AGENDA
4. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
5. CITIZEN CONCERNS/COMMENTS
6. REPORTS
7. MAYORAL PROCLAMATIONS
  - A. [Small Business Week](#)
  - B. [Mecklenburg Declaration of Independence 250th Anniversary](#)
  - C. [National Police Week](#)
8. PRESENTATION
  - A. [Manager's Recommended FY2026 Operating Budget and Tax Rate](#)
9. PUBLIC HEARING
  - A. [FY2026 Operating Budget and Tax Rate](#)
10. CONSIDERATION OF APPROVAL
  - A. [Resolution Authorizing Participation in the North Carolina Health Insurance Pool and Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing](#)

- B. [FY25 Operating Budget Amendment](#)
- C. [Resolution of Opposition for House Bill 765](#)

**11. CONSENT AGENDA**

- A. [Interlocal Agreement with CRTPO for Bicycle and Pedestrian Plan Funding](#)
- B. [Approve Regular Meeting Minutes - April 21st](#)

**12. COMMISSIONER CONCERNS**

**13. ADJOURNMENT**

**RULES FOR PUBLIC HEARINGS AND PUBLIC COMMENTS**

Please sign up to speak before the meeting on the sign-up sheet located near the entrance to the board room.

Please be aware that all meetings of the Board of Commissioners are recorded and streamed live on the internet.

The Board will allocate up to 1 hour during each meeting to hear general Public Comments.

The Board will allocate up to 1 hour for each public hearing on the agenda.

- Provide your name and address before you begin your comments.
- Comments are limited to 4 minutes.
- Comments are to be directed to the entire board and not to individuals.
- You may yield your comments to another speaker present at the meeting so that one speaker may address the board for up to 8 minutes.
- A designated spokesperson for a group of three or more may be allocated 10 minutes to speak. At least three members of the group must be present and names and addresses of those members present must be submitted to the Town Clerk before the meeting begins.
- Presentations by applicants seeking to rezone property are limited to 10 minutes. (Staff presentations and applicant time spent responding to questions from the Board is not subject to the 10-minute limit).
- You must be civil in your language and presentation and act within reasonable standards of courtesy.
- Use of slander, name-calling, personal attacks or threatening speech or behavior is prohibited.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

. Closed Session pursuant to G.S. 143-318.11(3) and (5) PID #003-177-15

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Hold a Closed Session pursuant to G.S. 143-318.11(3) and (5) PID #003-177-15.

**Manager's Recommendation:**

Hold a Closed Session.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

**. FY26 Budget Workshop - cont'd.**

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Staff and Town Board will have a continuation of the FY26 Budget Workshop.

**Manager's Recommendation:**

Hold the workshop.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## **7.A. Small Business Week**

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Execute a proclamation in support of Small Business Week, May 12th thru May 17th.

**Manager's Recommendation:**

Present an executed Proclamation to the LKN Chamber representative.

**ATTACHMENTS:**

[Small Business Week 2025.docx](#)

## **MAYORAL PROCLAMATION SMALL BUSINESS WEEK**

**WHEREAS**, the Town of Cornelius, North Carolina recognizes and values the dedication and entrepreneurial spirit of small businesses that keep the State and American economy growing stronger; and

**WHEREAS**, there are approximately one million small businesses with employees in North Carolina accounting for 99.6% of all businesses in the state; and

**WHEREAS**, the income of North Carolina's small business owners totals over \$20 billion, and these businesses employ 1.7 million North Carolinians or 45.3% of the State's non-farm private workforce; and

**WHEREAS**, as of 2023, Mecklenburg County, North Carolina, had approximately 96,000 businesses employing over 650,000 residents; and

**WHEREAS**, it is the collaborative mission of the Town working with the Lake Norman Chamber of Commerce, Mecklenburg County Economic Development, and the Small Business Administration to help our businesses grow and create new jobs in the community and Lake Norman region by providing exemplary workforce training, financial assistance programs, and research and technical assistance; and

**WHEREAS**, the Town of Cornelius appreciates the support of our small business community by the Chamber of Commerce, Central Piedmont Community College, Small Business Technology Development Center, and our SCORE volunteers; and

**WHEREAS**, during the week of May 12 through May 17, the Lake Norman Chamber of Commerce is celebrating *Small Business Week*.

**NOW, THEREFORE**, I Woody Washam, Jr., Mayor of the Town of Cornelius, do hereby proclaim May 12-17, 2025, as "Small Business Week" in Cornelius and urge all citizens to acknowledge and celebrate the achievements made by small businesses both locally and nationally, and to further support your local businesses by "*Shopping and Buying Local!*"

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Woody Washam, Jr., Mayor

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 5<sup>th</sup> day of May 2025.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## 7.B. Mecklenburg Declaration of Independence 250th Anniversary

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Mayor Washam to recognize the upcoming 250th anniversary of the Mecklenburg Declaration of Independence.

**Manager's Recommendation:**

Present an executed copy of the Proclamation to the Alexandria Chapter, Daughters of The American Revolution.

**ATTACHMENTS:**

[Mecklenburg Declaration of Independence 250th Anniversary.docx](#)

**MAYORAL PROCLAMATION  
FOR THE MECKLENBURG DECLARATION OF INDEPENDENCE  
250TH ANNIVERSARY**

**WHEREAS**, on May 19, 1775, elected representatives, from nine County Militia Companies, met at the courthouse in the middle of Charlotte and began their discussions on the need for independence from the Crown; and

**WHEREAS**, these men unanimously adopted resolutions to declare themselves “*a free and independent people*” in a document that came to be known as the Mecklenburg Declaration of Independence (or “Meck Dec”); and

**WHEREAS**, six of the men were associated with Hopewell Church (Hezekiah Alexander, John McKnitt Alexander, Richard Barry, Ephraim Brevard, John Davidson, and Matthew McClure) and two others lived in this area (William Graham and Waightstill Avery); and

**WHEREAS**, at noon on May 20, 1775, Colonel Thomas Polk read the Mecklenburg Declaration of Independence from the steps of the County Courthouse to the assembled citizens; and

**WHEREAS**, on May 31, 1775, the delegates adopted twenty additional resolutions to directly govern themselves, which came to be known as the Mecklenburg Resolves; and

**WHEREAS**, Militia Captain James Jack took both documents to Philadelphia where the Second Continental Congress was meeting. When he returned, he said that the representatives from North Carolina had read and approved the documents; and

**WHEREAS**, upon delivering the Meck Dec, Captain Jack said to the delegates, “*Gentlemen, you may debate here about reconciliation and memorialize your king, but bear it in mind, Mecklenburg owes no allegiance to and is separated from the crown of Great Britain forever.*”; and

**WHEREAS**, in 1819, President John Adams wrote to President Thomas Jefferson that the Meck Dec was, “*the genuine sense of America at that moment was never expressed so well before, nor since*”; and

**WHEREAS**, the State of North Carolina has chosen to recognize the significance of the Mecklenburg Declaration of Independence by placing the date of its signing “May 20, 1775” upon our State Flag and Great Seal; and

**WHEREAS**, May 20, 2025, is the 250th anniversary of the Meck Declaration of Independence.

**NOW, THEREFORE**, I, Woody Washam, Jr., Mayor of the Town of Cornelius, do hereby proclaim the 20th day of May as “**MECK DEC DAY**” in Cornelius, North Carolina.

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Woody Washam, Jr., Mayor

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 5<sup>th</sup> day of May 2025.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## 7.C. National Police Week

**To:** Mayor and Board of Commissioners

**From:** David Baucom, Police Chief

**Action Requested:**

Each year, National Police Week is dedicated to the men and women who serve as law enforcement officers across the country. This year, May 11-17, 2025 is designated as National Police Week. May 15, 2025, is designated as Peace Officers Memorial Day.

**Manager's Recommendation:**

Present an executed Proclamation for National Police Week to Chief Baucom.

**ATTACHMENTS:**

[National Police Week 2025.pdf](#)

## ***National Police Week***

**WHEREAS**, National Police Week is observed every May to honor the service and sacrifices of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Cornelius Police Department; and

**WHEREAS**, since the first recorded death in 1786, more than 26,922 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 16 line of duty deaths so far in 2025, 164 line of duty deaths in 2024, 1,796 line of duty deaths in the past five years; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

**WHEREAS**, 85 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025; and

**WHEREAS**, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-17; and

**WHEREAS**, May 15<sup>th</sup> is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and the U.S. flags should be flown at half-staff.

**NOW THEREFORE**, I, Woody Washam Jr., Mayor of the Town of Cornelius do hereby proclaim May 11 through May 17, 2025, as

## ***National Police Week***

in recognition and honor of the Cornelius Police Department.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Town seal of Cornelius on this 5<sup>th</sup> day of May 2025.

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Woody Washam, Jr., Mayor

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## **8.A. Manager's Recommended FY2026 Operating Budget and Tax Rate**

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Manager Grant will present the Manager's recommended FY2026 operating budget and tax rate.

**Manager's Recommendation:**

Receive the manager's recommended FY26 budget and tax rate presentation.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## 9.A. FY2026 Operating Budget and Tax Rate

**To:** Mayor and Board of Commissioners

**From:** Andrew Grant, Town Manager

**Action Requested:**

Hold a public hearing and receive public comments on the FY2026 operating budget and tax rate.

**Manager's Recommendation:**

Open the public hearing and receive public comments; and continue public hearing to the May 19th Regular Meeting.

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## **10.A. Resolution Authorizing Participation in the North Carolina Health Insurance Pool and Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing**

**To:** Mayor and Board of Commissioners

**From:** Andrea Clemmer, Human Resources Director

### **Action Requested:**

In February, the North Carolina League of Municipalities (NCLM) notified the Town that they would be discontinuing the Health Insurance Pool that Cornelius has participated in for the last several years for our medical insurance plan. Since that time, many plan options have been reviewed, comparing plan design and premiums, to ensure a selection in the best interest of the town and the employees utilizing the medical plan.

The North Carolina Health Insurance Pool (NCHIP) is a self-funded medical insurance pool owned by local governments in North Carolina and managed by Gallagher Benefit Services, Inc. Previously, the Town has participated in a fully insured plan. This change would transition the Town to a self-insured medical plan.

The proposed action establishes the Town's agreement to participate in NCHIP and further establishes Gallagher Benefit Services as the Town's Broker of Record for the FY26 Plan year and thereafter.

### **Manager's Recommendation:**

Approve a Resolution authorizing the participation in the North Carolina Health Insurance Pool and approve the Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing.

### **ATTACHMENTS:**

[RES-NCHIP Membership.docx](#)

[NCHIP Interlocal Agreement.docx](#)

[ADM NCHIP Gen Corp Bylaws\\_Final.pdf](#)

**RESOLUTIONS AUTHORIZING THE  
PARTICIPATION IN THE  
NORTH CAROLINA HEALTH INSURANCE POOL**

**WHEREAS**, North Carolina local governments, including any North Carolina county, city, or housing authority, may enter into contracts or agreements under Article 23 of Chapter 58 of the North Carolina General Statutes (the “Local Government Risk Pool Act”) to establish pools providing for life or accident and health insurance for their employees on a cooperative or contract basis with one another; and

**WHEREAS**, the North Carolina Health Insurance Pool (NCHIP) is a pool providing for accident and health insurance for employees of North Carolina local governments in accordance with the Local Government Risk Pool Act; and

**WHEREAS**, this local government wishes to become a member of the NCHIP.

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

SECTION 1 As of July 1, 2025, this local government will become a Member of the North Carolina Health Insurance Pool (NCHIP), an intergovernmental cooperative to pool health insurance risks with other North Carolina local governments. The terms and conditions of membership in NCHIP will be such terms and conditions as are imposed by the board of trustees of NCHIP and pursuant the terms of applicable contracts and by-laws of NCHIP, as such may be amended from time to time, including the Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing attached hereto as *Exhibit A*.

SECTION 2 In accordance with N.C.G.S. § 58-23-5(e), the Town Manager of this local government, or such other officer, as shall be authorized, is directed to give notice (or cause notice to be given) to the North Carolina Commissioner of Insurance no later than June 1, 2025,

in a form prescribed by the Commissioner that this local government intends to participate in NCHIP as of July 1, 2025.

SECTION 3 The Town Manager of this local government, or such other officer, as shall be authorized, is directed to execute any documents necessary to complete the membership of the local government in NCHIP.

SECTION 4 This Resolution shall be in full force and effect upon its passage, approval and publication in pamphlet form, if required by law.

APPROVED the 5<sup>th</sup> day of May 2025.

AYES:

NAYS:

ABSENT:

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Woody Washam, Jr., Mayor

ATTEST:

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Lori A. Harrell, Town Clerk

**INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE POOL  
FOR BENEFIT RISK SHARING**

This Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing (“Agreement”), made and entered into in duplicate originals this day of April 24, 2018 by and between all the parties who are now, or may hereafter become, members of the North Carolina Health Insurance Pool (hereinafter “Trust”):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter “participants”) pursuant to, and to be governed by, the provisions of North Carolina General Statutes § 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A), § 153A-445, and § 58-23; and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees, in accordance with North Carolina General Statutes § 58-23-10 and pursuant to Article V of the Bylaws of the North Carolina Health Insurance Pool dated as of the date hereof (the “Bylaws”), to direct the affairs of the Trust; to adopt rules, regulations, and policies, and maintain Bylaws for implementing and administering the Trust; and to pass upon the admissibility of future members of the Trust; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust’s plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Board of Trustees in accordance with the Bylaws, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Board of Trustees or as otherwise expressly permitted by the Bylaws.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

**SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES**

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to life, medical, accident, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees which shall be elected and act in accordance with Article V of the Bylaws.

## **SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY**

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement and in the Bylaws:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To take all necessary precautions to safeguard the assets of the pool;
5. Maintain minutes of its meeting and make those minutes available to the Commissioner;
6. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
7. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
8. To lease or rent real and personal property it deems to be necessary;
9. To borrow or raise monies for the purpose of the Trust and in the ordinary course of operation of the Trust (or otherwise in accordance with North Carolina General Statutes § 58-23-10(b)) to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
10. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
11. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
12. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action

taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and the Trustees shall not be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest.

### **SECTION III. PAYMENT OF CLAIMS**

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and the Trustees shall not be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

### **SECTION IV. MUTUAL COVENANT OF RISK SHARING**

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

### **SECTION V. ADMINISTRATOR**

The Executive Committee of the North Carolina Health Insurance Pool shall oversee day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services to carry out the functions of the Trust. The Executive Committee may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Executive Committee or its delegate shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trust. The Executive Committee may enter into financial services agreements with financial institutions and issue checks in the name of the Trust.

## **SECTION VI. ADMISSION TO MEMBERSHIP; EXPULSION**

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Board of Trustees or Executive Committee shall determine whether or not an applicant shall be admitted to membership, in accordance with Article V of the Bylaws. Except as otherwise provided in Section VII(g) of this Agreement and in accordance with Article XVII of the Bylaws, a member may be expelled by the Trustees from the Trust only with the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees.

## **SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES**

The rules, regulations, policies, and bylaws for the administering of the Trust and the admission and expulsion of members shall be promulgated by the Board of Trustees. In addition, each member of the Trust agrees as follows:

- a) To make prompt payment of all premiums and/or contributions as required by the Board of Trustees pursuant to this Agreement, the Bylaws and any rules or policies of the Board of Trustees adopted in accordance therewith;
- b) To (and they do hereby) appoint the Board of Trustees and the Executive Committee as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, stop-loss contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, as covered by the terms of this Agreement and the rules, regulations, policies, and bylaws as now provided or as hereafter promulgated by the Trustees;
- c) To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them for which the Trust may be obligated to make payment. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Trust shall be grounds for expulsion of the member from the Trust;
- d) To cooperate in all respects with the Trust, the Board of Trustees, the Executive Committee, and any contractors of the Trust in carrying out the purposes of this Agreement;
- e) To pay any assessment duly levied by the Board of Trustees under the terms of this Agreement. If a member cancels or withdraws from the Trust, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment;
- f) In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to affect recovery;
- g) Risk sharing by the Trust under the terms of this Agreement shall begin upon payment of the premium and/or contributions by the member to the Trust. Risk sharing and insurance purchased from this Trust under the terms of this Agreement shall expire and be cancelled

automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Trust following the expiration of a fifteen (15) day cure period and written notice by the Board of Trustees, the Executive Committee, or their designee delivered to the member in accordance with Section XVI of this Agreement and Article XVII of the Bylaws specifying the date that cancellation shall be effective. In accordance with Article XIX of the Bylaws, no payment shall be required of the Trust as a result of any covered loss of a participant of the expelled member occurring after the date of expulsion; and

- h) In order that an adequate reserve may be maintained, the members further agree that the Board of Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least twice the monthly premium and/or contributions for the insurance and benefits provided by the plan. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Trust shall automatically cease.

## **SECTION VIII. ALLOCATION OF MONIES**

The Board of Trustees is authorized to set aside from the contributions collected from members a reasonable sum for the operating and administrative expenses of the Trust. Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Trust will be accumulated in the Trust or distributed to the members at the discretion of and in the manner provided by the Board of Trustees.

## **SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 90 DAYS' WRITTEN NOTICE**

The Trust shall operate on a fiscal year from 12:01 a.m., July 1st to midnight on June 30 of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Trust Year unless cancelled by the Board of Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Executive Committee or its designee on or before March 31 (i.e., the written notice must be delivered to the Chair of the Trust in accordance with Article XVIII of the Bylaws, at least ninety (90) days prior to the last day, June 30, of the Trust Year).

## **SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING**

Any member who formally applies for membership in this Trust and is accepted by the Board of Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Trust Year except as specifically permitted by the Bylaws. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

## **SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS**

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

**SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION**

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Board of Trustees reserves the right at any time to terminate the Trust by a written instrument to that effect executed by the Board of Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the:

- a) payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Board of Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

**SECTION XIII. AMENDMENT OF AGREEMENT**

This Agreement may be amended by the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees. Written notice of any amendment proposed for adoption by the Board of Trustees shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Trustees shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

**SECTION XIV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XV. INTERPRETATION**

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining

portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Board of Trustees, the Executive Committee, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement together with the Bylaws (as the same may be amended from time to time) contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

## **SECTION XVI. MEMBER REPRESENTATIVES; NOTICES**

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Executive Committee may provide notices hereunder. The Executive Committee shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Trust, and the member's postal mailing address, facsimile number and electronic mail address also shall be that as shown on the records of the Trust. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this Section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Trust shall be delivered, addressed or directed as follows, or to such other address as designated by the Executive Committee in written notice to the member provided in accordance with this paragraph:

North Carolina Health Insurance Pool  
Attention: Chair of Board of Trustees  
C/o: Kelsey Mayo, Esq.  
301 S. College Street, Suite 2900  
Charlotte, NC 28202

**EXECUTION**

IN WITNESS WHEREOF, the municipal entities listed below, each having already authorized its membership in the Trust by an authority duly authorized in such municipality, acknowledge the creation of and their membership in the Trust and their acceptance of obligations hereunder, by the due execution hereof by its duly authorized official.

ALLEGHANY COUNTY

BRUNSWICK COUNTY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CATAWBA COUNTY

HILLSBOROUGH, TOWN OF

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

MORRISVILLE, TOWN OF

ORANGE COUNTY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WAKE FOREST, TOWN OF

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH CAROLINA HEALTH INSURANCE  
JOINDER OF MEMBER**

IN WITNESS WHEREOF, the municipal entity listed below certifies that its membership in the Trust has been approved by an authority duly authorized in such municipality, acknowledges its membership in the Trust, and accepts all obligations of a member hereunder, by the due execution hereof by its duly authorized official.

TOWN OF CORNELIUS  
(NAME OF PARTICIPATING ENTITY)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

ACCEPTED BY:

North Carolina Health Insurance Pool

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Executive Committee Member)

**BYLAWS**

*of*

**NORTH CAROLINA HEALTH INSURANCE POOL**

**July 1, 2024**

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**BYLAWS**  
**NORTH CAROLINA HEALTH INSURANCE POOL**

**ARTICLE I. DEFINITIONS AND PURPOSE.**

- (a) **Definitions.** As used in these Bylaws, the following terms shall have the meanings hereinafter set out:
- (i) **“Account”** - A fund of monies established by the Members of the Trust to pay the joint administrative expenses of the Trust and fund certain benefits granted by the individual Members to their respective employees and employees’ dependents and to purchase excess, aggregate, or other insurance.
  - (ii) **“Benefits”** - Non-salary payments made to employees or officers, including but not limited to payments or reimbursements of expenses arising out of life or accident and health insurance proceeds. The units of local government which participate in the Trust have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities to pay benefits within the financial obligations of the Trust and to purchase some insurance to protect against catastrophic and certain other benefit claims.
  - (iii) **“Board of Trustees”** – The governing board established in Article V.
  - (iv) **“Executive Committee”** – A committee composed of no more than six (6) members, which is responsible for implementing the policy decisions of the Board of Trustees and carrying out duties specified in these Bylaws or assigned by the Board of Trustees.
  - (v) **“Members”** - The units of local government or intergovernmental agencies composed of units of local government (subpool) which initially or later enter into the Trust Agreement for the benefit of their employees. Whenever in this agreement the phrase “units of local government,” “municipality,” or similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

(vi) **“Plan Administrator”** - An independent contractor of the Trust employed by the Board of Trustees to administer the personnel benefit programs of the various Members of the Trust.

(vii) **“Simple Majority”** – a voting system under which the candidate, issue, or item that receives more votes than any other candidate, issue, or item is the approved (even if such candidate, issue, item does receive more than 50% of all votes cast).

(viii) **“Terminal Reserves”** – The amount by which a Member’s bookkeeping account exceeds the anticipated financial requirements for that Member.

(ix) **“Trust”** – The trust for the North Carolina Health Insurance Pool established pursuant to the Trust Agreement, the Constitution, and the statutes of this State.

(x) **“Trust Agreement”** – That certain Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing dated as of the date hereof, as the same may be amended from time to time.

(b) **Purpose.**

The Trust is a trust voluntarily established by contracting units of local government as permitted by Article 20 of Chapter 160A and Article 23 of Chapter 58 of the North Carolina General Statutes (the “Local Government Risk Pool Act”) to establish pools providing for life or accident and health insurance for their employees.

To the extent provided for in these Bylaws, and as approved by the Board of Trustees, the Trust shall provide benefit coverage to the officers or employees of its Members. The Trust shall also carry out such claim reduction and educational programs as shall be authorized by its Board of Trustees. The creation of the account established in these Bylaws is not intended by the Members to constitute the transaction of an insurance business within the State of North Carolina. The intent of the Members is to separately establish benefit programs and to utilize the Trust to achieve reduced costs of administration and insurance purchases by providing similar services to all Members and to require Members to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Trustees.

## **ARTICLE II. POWERS AND DUTIES.**

The powers of the Trust to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these Bylaws, shall be the following:

- (a) To employ agents, employees, and independent contractors, including: legal counsel, actuaries, claims adjusters, auditors, engineers, private consultants, and advisors, and other persons as the Board of Trustees or the administrator deem to be necessary.
- (b) To establish offices where necessary in North Carolina, lease real property, and purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the Trust,
- (c) To carry out educational and other programs relating to health, accident, and other claims reductions,
- (d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the Trust and to enter into financial services agreements with financial institutions to hold such funds and permit the Trust to issue checks in its own name,
- (e) To purchase such types of insurance as are approved by the Board of Trustees,
- (f) Solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Trust specified in Article I or the specific powers enumerated in Article II, and in conjunction with the obligation of Members specified in Article XII.

## **ARTICLE III. PARTICIPATION.**

The membership of the Trust shall consist of the inaugural Members and those subsequently admitted to membership and continuing as Members. New Members shall be added to the Trust only after the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees, execution of a joinder signature page to the Trust Agreement, and subject to the payment of such sums and under such conditions as the Board of Trustees shall in each case or from time-to-time establish. The Board of Trustees may establish standards for admission and assign the power to admit Members to the Executive Committee. Members of the Trust may be removed or expelled from the Trust pursuant to Articles ARTICLE XVI. and ARTICLE XVII. .

#### **ARTICLE IV. TERM OF THE TRUST.**

The North Carolina Health Insurance Pool shall operate with fiscal years beginning on July 1st, of each calendar year, and the Trust shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal.

#### **ARTICLE V. BOARD OF TRUSTEES.**

- (a) **Establishment of Board.** There is hereby established a Board of Trustees of the Trust. The Board of Trustees shall determine the general policy of the Trust which shall be followed by all officers, agents, employees and independent contractors working for the Trust. The Board of Trustees shall have the responsibility for (1) Hiring of Trust agents, staff, vendors, and independent contractors; (2) Setting of compensation for all persons, firms and corporations employed by the Trust; (3) Program approval; (4) Vendor approval; (5) Setting of fidelity bonding requirements for employees or other persons; (6) Approval of amendments to the Bylaws; (7) The acceptance of new Members, provided, however, that the Board of Trustees may assign, in whole or in part, this authority to the Executive Committee and it may choose to do so under stated criteria and process mandated by the Board of Trustees; (8) Approval of educational and other programs relating to Trust programs; (9) Establishing and recommending monthly and supplementary payments to the Account, including that portion of the cost of insurance attributable to each Member; (10) Creation of an investment policy if the Trust possess assets not immediately required to meet the Trust's needs and that the Board desires to invest in securities; (11) Any other matters not assigned to another committee, officer, independent contractor, or agent, as are necessarily implied or required to carry out the purposes of the Trust, including all powers described in Section II of the Trust Agreement; and (12) Expulsion of Members.
- (b) **Membership of Board.**
- (i) Each Member shall choose, in the manner applicable to that governmental body, one (1) person to represent that body on the Board of Trustees, who shall be called a Trustee, and shall promptly notify the Trust of such selection. Such representative must be an elected official or employee of a local government within this State and possess

authority to bind the Member with respect to matters involving the Trust. The Member may also select an alternate representative, who shall be called an Alternate Representative, to serve when the Trustee is unable to carry out his duties. The person and alternate selected need not be an elected official of the Member but must be an employee of a local government within this State.

(ii) The representative selected by the Member shall serve until the individual is removed by the Member or ceases to be eligible to serve as a representative of the Member (for instance because they are removed from elected office or are no longer an employee of the Member). A Trustee or Alternate Representative will be automatically removed upon the individual's termination of employment from or removal from elected office of the Member, and each Member is obligated to give the Board of Trustees prompt notice of such occurrence. If a Trustee is removed, the Alternate Representative for the Member will automatically become the Trustee for such Member until the Member appoints a new Trustee. In the event that a vacancy occurs in the Trustee or Alternate Representative, that Member shall appoint a successor. The failure of a Member to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a Member under these Bylaws.

(c) **Voting.**

(i) Each Trustee shall be entitled to one (1) vote. Such vote may be cast only by the Trustee or in the Trustee's absence by the Alternate Representative for the same Member. No proxy votes or absentee votes shall be permitted. Trustees and Alternate Representatives may, however, participate in a meeting by electronic means in accordance with law. Voting shall be conducted by voice vote unless one (1) or more Members of the Board of Trustees shall request a roll call vote.

(ii) Except as provided in Section V(c)(iii), or elsewhere in these Bylaws, a Simple Majority of a quorum or the Board of Trustees or Executive Committee, as applicable, shall be sufficient to pass upon all matters. A quorum shall consist of a majority of the Members of the Board of Trustees or the Executive Committee, as applicable.

(iii) The following matters require greater than a Simple Majority vote of the quorum as laid out below:

A. Such matters as the Board of Trustees shall establish within its rules as requiring for passage a vote greater than a Simple Majority of a quorum; provided, however, that such a rule can only be established by a vote at least equal to the greater than Simple Majority percentage within the proposed rule;

B. The admittance of a Member shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Trustees;

C. The expulsion of a Member shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Trustees;

D. Any amendment of these Bylaws shall require the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees;

E. The payment of a contested employee benefit to a Member by the Trust in a manner contrary to that reported by the Plan Administrator, which is brought to the Board of Trustees, shall require the concurrence of at least two-thirds (2/3) of a quorum at a Board of Trustees meeting;

F. Authorization of a Trustee to serve in the same officer role for more than two (2) consecutive two-year terms, shall require the concurrence of at least the two-thirds (2/3) of a quorum at a Board of Trustees meeting;

G. Removal of a Trustee from an officer role prior to expiration of such person's term, shall require the concurrence of at least the two-thirds (2/3) of a quorum at a Board of Trustees meeting;

H. A change to the manner of allocation for benefit claim expenses among the Members, shall require the concurrence of at least the two-thirds (2/3) of a quorum of the Board of Trustees;

I. The rejection of certain benefits, features, or exclusions within any Member's individual benefit program, shall require the concurrence of at least the two-thirds (2/3) of a quorum of the Board of Trustees; and

J. The approval of a mid-year change requested by a Member that is expected to result in the number of Member's employees eligible to participate changing by

at least ten percent (10%), shall require the concurrence of at least the two-thirds (2/3) of a quorum of the Board of Trustees.

- (d) The Board of Trustees, the Executive Committee, and any authorized committees may establish rules governing their own conduct and procedure consistent with the Bylaws. All notices required in these Bylaws shall be in writing.
- (e) Except as provided herein, no one serving on the Board of Trustees shall receive any salary or other payment from the Trust and any salary, compensation, payment or expenses for such representative, shall be paid by each Member separate from these Bylaws. The officers of the Trust may submit to the Executive Committee for its approval, reimbursement of expenses incurred in the pursuit of their position as officers of the Trust. The reimbursement for such expenses, which shall be reported to the Board of Trustees in the same manner as other approved payments, may include amounts advanced on behalf of the Trust either by the officer or by a Member of the Trust.

#### **ARTICLE VI. TRUST OFFICERS.**

- (a) In addition to such other officers as may be established from time-to-time by the Board of Trustees, the officers of the Trust shall be the following: Chair, Vice-Chair, Treasurer, and Secretary. The Chair, Vice-Chair, Treasurer, and Secretary shall be chosen by the Board of Trustees. The Board of Trustees shall, in each calendar year that is an even number, select from among the Trustees the officers of the Trust who will serve for the next two (2) year term commencing on the first day of the fiscal year occurring in such year. The election of officers can take place one hundred and twenty (120) days prior to or after the start of a new fiscal year. Officers shall serve until their successors have been chosen and begin their terms. No person may serve in the same officer role for more than two (2) consecutive two-year terms, except upon the vote of at least the two-thirds (2/3) of a quorum of the Board of Trustees. Individuals may, however, be selected to a different position without such supermajority.
- (b) The Chair is the chief elected officer of the Trust and directs the overall affairs and operations of the Executive Committee; presides over all meetings of the Executive Committee and the Board of Trustees; and performs all other duties as are authorized in the Bylaws, or as the Executive Committee or Board of Trustees may authorize and as may be

defined in the policies of the Trust. The Chair, when authorized, shall execute documents on behalf of the Trust and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide those services. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of vacancies, in all other offices of the Trust other than the Treasurer, the Chair shall appoint individuals with the required qualifications to fill any vacancies until the end of the term of the person leaving the office.

- (c) The Vice-Chair assists the Chair in directing the affairs and operations of the Executive Committee and the Board of Trustees and acts as presiding officer at meetings in the absence of the Chair.
- (d) The Treasurer is the chief financial officer of the Trust. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Trust; approve warrants and bills; prepare and review annual budget; receive and give all receipts for monies due and payable to the Trust from any source whatsoever; deposit all such monies in the name of the Trust in such banks, savings and loan associations, or other depositories as shall be selected by the Board of Trustees; keep the financial records of the Trust; and invest the funds of the Trust as are not immediately required in accordance with the Trust investment policy. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the Board of Trustees. In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Trustees may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board of Trustees, but the Chair may act, in any case, until the selection is made.
- (e) The Secretary keeps the records of the Trust, including actions of the Board and Executive Committee. The Secretary assists the chair in maintaining proper governance of the Board, in accordance with proper rules of order and in compliance with applicable North Carolina open meetings laws.
- (f) The Board of Trustees may, by at least a two-thirds (2/3) vote of the Members remove the Chair, Vice-Chair, Treasurer, or Secretary. Such removal shall be within the total discretion

of the Board of Trustees. In the event that the Chair is removed by the Board of Trustees, the Vice-Chair shall take over that position and, as the new Chair, will select the Vice-Chair to fill out the remainder of that term.

- (g) The Trust shall purchase a blanket fidelity bond in an amount to be established by the Board of Trustees to assure the fidelity of all officers, Trustees, and employees of the Trust who shall have the authority to receive or authorize by their signature or order the payment of Trust funds. Additional fidelity and similar coverages may be procured by the Trust from time-to-time.
- (h) The Board of Trustees may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to a Plan Administrator.

#### **ARTICLE VII. BOARD OF TRUSTEES MEETINGS.**

- (a) Regular meetings of the Board of Trustees shall be held as often as necessary to carry out the purposes of the Trust, but no less than two times during each fiscal year. The meetings will be set in accordance with section (c) below. Any item of business may be considered at a regular meeting. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken.
- (b) Special meetings of the Board of Trustees generally may be called by the Chair, or by any two (2) Trustees. However, a special meeting of the Board of Trustees for the purpose of removal of a member or members of the Executive Committee may be called only by the Chair or upon the request of the lesser of (i) 50% of the Members or (ii) ten (10) Members.
- (c) Five (5) days written notice of regular or special meetings of the Board of Trustees shall be given to the official representatives of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. Advanced notice of the meeting and agenda items may be waived by action of the Board of Trustees.
- (d) The Secretary shall take or cause to be taken minutes of each meeting of the Board of Trustees, which minutes will be made available to the Commissioner of Insurance of the State of North Carolina upon request.

- (e) The time, date, and location of regular and special meetings of the Board of Trustees shall be determined by the Chair of the Board of Trustees or by the convening authority.
- (f) To the extent consistent with these Bylaws, and except as modified by procedural rules established, Roberts Rules of Order, latest edition, shall govern all meetings of the Trust. Minutes of all regular and special meetings of the Board of Trustees and the Executive Committee shall be sent to all Members.

## **ARTICLE VIII. COMMITTEES OF THE BOARD**

### **(a) Executive Committee**

(i) There is hereby created an Executive Committee of the Board. The Executive Committee shall at a minimum consist of the officers of the Trust. The Board may also elect to appoint up to two (2) at-large members to the Executive Committee, who will be selected from the Trustees who are not officers of the Trust. If so appointed, the at-large member(s) will serve for two (2) year terms, and such terms will be staggered with the election of the officers of the Trust, and such at-large member of the Executive Committee will continue in office until his or her successor is elected or they otherwise resign. Vacancies in at-large Executive Committee members may be filled by the Chair until the end of the predecessor's term.

(ii) All Members of the Executive Committee are expected to conscientiously prepare for, attend, and actively participate in all Board of Trustees and Executive Committee meetings.

(iii) The Executive Committee shall be responsible for implementing the policy directions of the Board of Trustees and shall be responsible for the regular activities of the Trust, including but not limited to: the delegation of responsibilities to Trust Officers; review of Trust audit; recommending programs and vendors to Board of Trustees and reviewing contracts regarding the same; performing service level assessments; and recommending goals and policy changes to Board of Trustees. The Executive Committee may expend funds, employ consultants, authorize a settlement of claims and suits, admit new Members and take other action as shall be specifically delegated to it by the Board of Trustees.

- (b) **Other Committees.** The Board of Trustees or the Executive Committee may establish on a permanent or ad hoc basis other committees to serve the Trust.
- (c) **Resignation, Removal of Committee Members.** Any Trustee may resign from a committee position by providing written notice to the Chair or to the chair of such committee. The Board of Trustees may, by majority vote and within its total discretion, remove a committee member, except for the Chair, Vice-Chair, Treasurer, or Secretary (each of whom may be removed only in accordance with the provisions regarding removal of officers).

## **ARTICLE IX. FINANCES.**

### **(a) General Fiscal Matters.**

The Board of Trustees will cause the Trust to comply with all requirements of North Carolina General Statutes § 58-23-26. The Board of Trustees shall provide the Members an annual audit of the financial affairs of the Trust to be made by an independent certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals. The annual audit will report the financial position of the Trust in conformity with statutory accounting practices prescribed or permitted by the Commissioner of Department of Insurance of North Carolina. A copy of the audit will be made available to the governing body or chief executive officer of each Member, and a copy of the audit will be filed with the Commissioner of Department of Insurance of North Carolina within 130 days after the end of the pool's fiscal year, unless that time is extended by the Commissioner.

The Trust will also have an actuarial evaluation of its loss and loss adjustment expense reserves, including reserves for loss and loss adjustment expenses incurred but not reported (IBNR), performed annually by a qualified actuary. A copy of the evaluation will be filed with the Commissioner of Department of Insurance of North Carolina along with the annual audit.

### **(b) Contributions, Benefits, and Expenses.**

- (i) Payments into the Account with respect to anticipated benefits will be administered in the following manner:
  - A. Before the start of each fiscal year, the Plan Administrator will determine, on the basis of financial data, the amount of total payments from all Members necessary to fund anticipated benefit payments, the cost of insurance, the cost of

administration, the maintenance of sufficient claim reserves pursuant to the terminal reserve policy (which shall not be less than known incurred expenses and loss adjustment expenses plus an estimate of the incurred but not reported expenses).

B. The Plan Administrator will then determine what amount of the total payments is to be paid by each Member.

1. Payments to be made by each Member will be determined based upon a combination of individual and group rating, in accordance with the manner of allocation for benefit claim expenses in effect for such year.

2. If the Plan Administrator determines that a Member's claim history was materially misstated, then the Plan Administrator may at any time adjust amounts owed by the particular Member from which claim history was misstated.

3. If the Member disputes the Plan Administrator's determination of the amount of such Member's share or an adjustment in the amount owed, the Member may appeal the Plan Administrator's decision to the Executive Committee.

C. Each Member shall contribute to the Account the amount determined by the Plan Administrator in the time and manner established by the Plan Administrator and such contribution shall be credited to a bookkeeping account for such Member.

(ii) Payments from the Account with respect to benefits and expenses incurred will be administered in the following manner:

A. All authorized expenses will be paid from the Account by the Plan Administrator.

B. All expenses will be allocated to Member bookkeeping accounts and debited from such accounts. The Board of Trustees will set the manner of allocation. The manner of allocation may vary by the type of expense and may be

done by any approved method, including but not limited to, direct proportion to the number of employees, actual expenses incurred, per capita, debits and credits based upon individual Member plans, banding formula, etc.

C. The manner of allocation of expenses will generally be approved by Simple Majority of a quorum of the Board of Trustees, provided that any change to the manner of allocation for benefit claim expenses must be approved by at least the two-thirds (2/3) of the entire membership of the Board of Trustees.

(c) **Supplementary Payments.**

If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses or to maintain claim reserves that are the responsibility of the Trust and not through a failure of insurance coverage or other causes, the Board of Trustees shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question.

If the Trust has advanced funds on behalf of a Member such that the Member is expected to have a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the Member shall be required to pay to the Trust at least sufficient funds so as to remove the deficit in its Terminal Reserves.

In addition, if the Trust is determined, in accordance with North Carolina General Statutes § 58-23-30, to be insolvent, financially impaired, or is otherwise found to be unable to discharge its legal liabilities and other obligations, the Members shall be assessed on a pro rata basis as calculated by the amount of each member's average annual contribution in order to satisfy the amount of deficiency.

(d) **Withdrawal of Excess Terminal Reserves.**

During any fiscal year, and with the approval of the Treasurer, a Member may elect to withdraw from the Trust any amount of Terminal Reserves provided that such withdrawal does not reduce the Terminal Reserve below the amount outlined in the Trust's Terminal Reserve Policy (as established by the Executive Committee from time to time) and in no event less than the amount of known incurred expenses and loss adjustment expenses plus an estimate of the incurred but not reported expenses. In addition, there shall be deducted from that payment any amounts owed by the Member or reasonably anticipated to be owed by the Member to the Trust either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any

other amounts due from the Member to the Trust. The Treasurer may always deduct from a Member's Terminal Reserves any amounts necessary to pay for that Member's obligations to the Trust.

Following withdrawal or expulsion of a Member from the Trust, within one-hundred twenty (120) days after approval of the Trust audit for the fiscal year that includes the last date on which the Trust will administer claims for a withdrawing/expelled Member, a final accounting of funds owed by or owing to such former member shall take place. Any amounts then determined to be owed to the Trust shall be deducted from the Member's Terminal Reserves and then the Member's remaining Terminal Reserves, if any, shall be paid to the former member within ninety (90) days after the final accounting.

The Treasurer shall provide a written report to the Executive Committee of any withdrawals from the Terminal Reserves within sixty (60) days after the withdrawal.

(e) **Suspension or Termination of Claim or Other Payments.**

In any situation, where the Executive Committee should determine that a Member has not promptly paid to the Trust any financial obligation then due that is in excess of 25% of their anticipated monthly claims, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the Executive Committee, the suspension may be for a period of time up to and including the date at which the Board of Trustees considers and takes action relating to a proposed termination of membership or other action. During the period of suspension, the Trust will not pay benefit expenses, administration fees, or stop loss insurance with respect to the Member. The Executive Committee shall notify the Members of the Board of Trustees of any Member who is subject to suspension and the Executive's Committee with respect to any suspension or conditions the Member must meet to avoid suspension. The Board of Trustees may also vote to suspend or terminate the payment of claims in the situations provided for above.

As is provided in the PURPOSE section, the Trust is to "jointly administer some or all of the personnel benefit programs offered by its Members to their officers and employees". The Trust has determined that the funding of those administrative acts is dependent upon the prompt and full payment by Members of their obligations. A defaulting Member, rather than the Trust, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a Member in financial default. In case

such a claim, demand, suit, or increased cost is made or incurred by the Trust, the defaulting Member shall hold harmless, defend, and indemnify the Trust, its other Members and their officers and employees against such claim, demand, suit, or cost.

(f) **Payments in Error.**

If the Trust should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse the Trust for the amounts improperly paid.

**ARTICLE X. PLAN OF BENEFITS AND REDUCTIONS IN COVERAGE.**

Each Member shall determine the plan design, benefit coverages, and features offered to its employees. In the event that the Plan Administrator should determine that a proposed plan design, benefit coverage, feature, etc. would provide a level or type of coverage the cost of which cannot be determined on an underwriting basis, that would expose the Trust to an abnormal risk, that is inconsistent with the insurance purchased by the Trust, or that would otherwise not be in the best interest of the Trust, the Plan Administrator shall present that opinion and the reasons supporting that opinion in writing to the Member requesting the change and to the Executive Committee. The Executive Committee shall review and consider the proposed plan design, benefit coverage, feature, etc. and make a recommendation to the full Board regarding the approval of the Member's plan of benefits. The proposed plan design, benefit coverage, feature, etc. shall not come into effect within the Trust's plan of benefits except in the manner recommended by the Plan Administrator unless and until the Board of Trustees approves inclusion of the Member's plan of benefits on different terms and conditions than those established by the Plan Administrator. The Plan Administrator and/or the Board of Trustees may allow a Member may institute the plan of benefits on the condition that the Member will be individually financially responsible for the administration and payment of such benefits and no claim may be made against the Trust for the unauthorized change.

Generally, each Member's plan of benefits will be established prior to the beginning of the fiscal year at the time and manner established by the Plan Administrator. The Member's contributions required during the fiscal year under ARTICLE IX. (b)(i) will be based on this plan of benefits. Members may change their plan of benefits at any time, but shall notify the Plan Administrator at least one hundred twenty (120) days prior to the intended effective date of such

change, and such change shall be subject to a redetermination on the underwriting basis of the payments due the Trust.

If the number of employees of the Members eligible to receive some portion of any of the Trust's benefits should decline or where for some other reason the Plan Administrator is concerned about the ability of a Member to cover potential claims, the matter shall be brought to the attention of the Executive Committee and the Board of Trustees. The Board of Trustees may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the Board of Trustees.

#### **ARTICLE XI. INSURANCE AND OTHER COVERAGES.**

The Trust may purchase insurance from a company permitted to write such coverage in North Carolina. The Trust may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any Member of the Trust shall be limited to funding those benefits collectively self-insured by the Trust. No Member shall be responsible for the benefit claims of another Member which were to be paid by insurance but were not paid or at levels above the insurance purchased for Members.

The Plan Administrator, through the distribution of the minutes of the Board of Trustees or through other means, shall inform all Members of the scope and amount of insurance in force from time-to-time. Membership in the Trust shall not preclude any Member from purchasing any insurance coverage above those amounts or in addition to that purchased by the Trust.

#### **ARTICLE XII. OBLIGATIONS OF MEMBERS.**

The obligations of Members of the Trust shall be as follows:

- (a) To appropriate or budget for, where necessary to levy for, and to promptly pay all monthly and supplementary or other payments to the Trust at such times and in such amounts as shall be established by the Board of Trustees within the scope of these Bylaws and the Trust Agreement. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equal to interest on the delinquent payment(s) calculated using the highest interest rate allowed by statute to be paid by the Member under North Carolina laws, or if there is no such limit then the prime rate of interest on the date of delinquency charged

by the bank in North Carolina with the largest assets. In the event that the Trust shall be required to expend funds for administrative, legal, or other costs brought about by the failure of a Member to pay sums owed to the Trust or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the Trust and shall be payable by the Member.

- (b) During its entire membership in the Trust, a Member shall provide its employees health and accident benefits coverage exclusively through the Trust.
- (c) To select a person to serve on the Board of Trustees and to select an Alternate Representative.
- (d) To allow the Trust reasonable access to all facilities of the Member and all records including but not limited to financial records which relate to the purpose and powers of the Trust.
- (e) To furnish full cooperation with the Trust's Committees, attorneys, claims adjusters, the Plan Administrator and any Board or committee, agent, employee, officer, or independent contractor of the Trust relating to the purpose and powers of the Trust.
- (f) To furnish the Trust with a copy of revisions to its written benefit program at least one hundred twenty (120) days prior to the effective date of such change.
- (g) To maintain written eligibility standards for participation of the Member's employees and their dependents in its benefit program, and to interpret, administer, and make all eligibility determinations in accordance with such written eligibility standards.
- (h) To report to the Trust as promptly as possible all claims made to it within its benefit program as administered by the Trust.
- (i) To report any errors relating to a claim to the Trust as soon as reasonably practicable, and in any event no later than seven (7) days after the Member knows or should have known of the error.
- (j) To follow those procedures regarding the administration of and application for benefits adopted by the Board of Trustees that do not reduce the level of benefits contained within any Member's individual benefit program, which are to be paid for by funds of or through the Trust. For example, large case management, frequency and amount of claim submissions, and wellness programs. The adoption of such procedures shall require at least the concurrence of at least the votes of two-thirds (2/3) of the entire membership of the Board of Trustees.

### **ARTICLE XIII. LIABILITY OF BOARD OF TRUSTEES OR OFFICERS.**

The Members of the Board of Trustees or officers of the Trust should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Trust funds, or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Account shall be used to defend and hold harmless any Trustee or officer for actions taken by the Board of Trustees, the Executive Committee, Committee members, or performed by the Trustee within the scope of his or her authority. The Trust may purchase insurance providing similar coverage for such Trustees or officers.

### **ARTICLE XIV. DISPUTES OVER COVERAGE.**

In the event that a Member should question whether its employee (or a dependent of such an employee) is eligible under for coverage under its policies relating to coverage provided by the Trust, that Member shall, in writing, direct the Trust not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the Trust shall not pay such claim unless the Member's order is withdrawn. Provided, however, that the Member shall defend and hold harmless the Trust against all costs, including defense costs, or damages which the Trust shall incur in acting on the direction of the Member. The Trust may require the Member to advance funds to support this obligation and on a failure of the Member to do so, it may choose to make the payment.

In the event that an employee or other person claims benefits from the Trust, such claimant shall exhaust the claims procedure established from time to time by the Plan Administrator. If, upon exhaustion of the claims procedure, the claimant or a Member believes additional benefits are owed from the Trust, the claimant or Member may file a final appeal with the Executive Committee no later than sixty (60) days after the date of the final decision under the claims procedure. The Executive Committee will consider the appeal within 90 days of receipt of the appeal (or such longer time as the Executive Committee reasonably determines is needed for the

proper administration of such appeal). If the Executive Committee determines that such claim is a proper expense of the Trust and the Trust's stop loss carrier approves coverage of such claim, the Executive Committee may approve payment of the claim. If the Trust's stop loss carrier does not cover the claim, the Executive Committee may still approve the claim, but the full expense will be allocated to the Member whose Participant incurred the claim. The decision of the Executive Committee shall be final in the absence of fraud.

The Trust shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the Board of Trustees to recover such funds from such company, the Member affected by such refusal or inability to pay may pursue the matter at its expense.

#### **ARTICLE XV. CONTRACTUAL OBLIGATION.**

The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with these Bylaws as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of these Bylaws may be enforced in a court of law either by the Trust itself or by any of its Members. The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth in the Trust Agreement and the advantage gained by Members in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a Member are limited to that agreed to herein or such additional obligations as may come about through amendments to these Bylaws. The scope of coverage of the Trust shall extend only to the Members. These Bylaws and the Trust Agreement are not intended to, nor does it grant, any rights (including, but not limited to, the right to an interpretation of its provisions or benefits) to any third parties including, but not limited to, the individuals to whom the Members provide benefits.

In entering into the Trust Agreement, each Member, acknowledges, recognizes, and accepts that intergovernmental agreements are voluntary associations where the Members can determine, by contract and by authorized actions of the Board of Trustees and the Executive Committee, the identity of the Members, how Members and those otherwise bound can be admitted, dealt with during membership and expelled.

## ARTICLE XVI. EXPULSION OF MEMBERS.

- (a) **Action to Expel Members.** By at least the concurrence of the vote of at least two-thirds (2/3) of the entire remaining membership of the Board of Trustees, any Member may be expelled. Such expulsion, which shall take effect in the manner set out below and may be carried out for one or more of the following reasons:
- (i) Failure to make any payments due to the Trust,
  - (ii) Failure to exclusively provide to its employees the health and accident benefits coverage of the Trust,
  - (iii) Failure to furnish full cooperation with the Trust's attorneys, Plan Administrator, and any agent, employee, officer, or independent contractor of the Trust relating to the purpose and powers of the Trust, or
  - (iv) Failure to carry out any obligation of a Member which impairs the ability of the Trust to carry out its purpose and powers.
- (b) **Right to Notice, Cure, and Hearing.** No Member may be expelled, except after notice from the Trust, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The Member, within that 15-day period, may request a hearing before the Board of Trustees before any decision is made as to whether the expulsion shall take place. The Board of Trustees shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Trustees may appoint a hearing officer to conduct such hearing and make a recommendation to the Board of Trustees based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board of Trustees to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final unless the Board of Trustees shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former Member shall continue to be fully obligated for any payments due to the Trust which were created during the term of its membership along with any other unfulfilled obligation as if it were still a Member of the Trust.

## ARTICLE XVII. WITHDRAWAL OF A MEMBER

(a) **Withdrawal; Mid-Year Withdrawal.**

(i) Generally, a Member is obligated to continue participation in the Trust for the entire fiscal year -- of all classes of its employees and such employee's dependents who were established as being entitled to benefits at the commencement of each fiscal year. Members shall have the right to withdraw from membership at the end of any fiscal year if proper notice of withdrawal is given in the manner provided in this Article.

(ii) A Member may, however, choose to end participation before the end of the fiscal year for any class of its officers and employees who are to be provided health coverage in a union-sponsored program, and the Trust shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that Trust in the normal course of its business. If officers or employees are withdrawn from the Trust into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no Member shall be expelled from the Trust if the continuing employees and such employee's dependents meet the general criteria required from time-to-time for other Members of the Trust.

(iii) Upon at least a two-thirds (2/3) affirmative vote of the entire membership of the Board of Trustees, any Member may be relieved of continuing participation with regard to a particular class of its officers and employees during a fiscal year. Following such an affirmative vote, the Trust shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by the Trust in the normal course of its business.

(iv) In addition, a Member shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the Member.

(b) **Notice of Withdrawal.** Any Member of the Trust may withdraw from the Trust at the end of a fiscal year of the Trust upon the giving of at least ninety (90) days prior written notice of withdrawal. Such notice shall be addressed to the Chairman of the Trust and the Plan Administrator and shall be accompanied by a resolution of the Corporate Authorities of the Member electing to withdraw from the Trust.

**ARTICLE XVIII. ADMINISTRATION FOLLOWING EXPLUSION OR WITHDRAWAL**

- (a) **Administration of Claims.** The Trust will not pay any benefits with respect to expenses incurred by a Member's employees or their dependents after the date of the Member's expulsion or withdrawal. Following a Member's expulsion or withdrawal from the Trust, so long as the Member is not in financial arrears to the Trust, the Trust will administer the claims filed under the benefit program of the expelled or withdrawing Member until the earlier of (a) twelve (12) months following the effective date of withdrawal/expulsion or (b) the last date to file claims with the Trust's claims administrator relating to expenses incurred prior to withdrawal/expulsion of the Member. If a withdrawing/expelled Member is in financial arrears to the Trust, including estimated deficits, the administration of claims shall cease immediately upon the later of (a) withdrawal/expulsion or (b) exhaustion of the Member's Terminal Reserve (or the earliest date permitted under North Carolina General Statutes § 58-23-20 if immediate termination is prohibited). No benefit claims of the Member shall be processed or paid by the Trust after the date set forth above, unless the withdrawing/expelled Member shall enter into a contract with the Trust or the Plan Administrator to provide such services using funds furnished by the withdrawing/expelled Member.

Pending claims and other records relating to the withdrawing Member shall, in the absence of such a contract, be turned over to that Member in a prompt manner and at that Member's cost.

- (b) **Accounting and Payments Following Withdrawal/Expulsion.** Within one-hundred twenty (120) days after approval of the Trust audit for the fiscal year that includes the last date on which the Trust will administer claims for a withdrawing/expelled Member, a final accounting of funds owed by or owing to such former member shall take place. The party owing such funds shall make payment within ninety (90) days after the final accounting, provided that if the amount owed by the former member is greater than \$25,000 the Trust may agree to allow the former member to pay such amount in installments over not more than 12 months with interest at the using the highest interest rate allowed by statute to be paid by the Member under North Carolina laws, or if there is no such limit then the prime rate of interest on the date of delinquency charged by the bank in North Carolina with the largest assets, with the first payment to commence within ninety (90) days after the final

accounting is established. All withdrawing and expelled Members shall remain fully obligated for their portion of all expenses of and claims against the Trust incurred during the period of their membership.

#### **ARTICLE XIX. DISPUTE RESOLUTION**

In the event there is a dispute regarding an interpretation of these Bylaws or the Trust Agreement, an action taken by the Board of Trustees or officers, or any other matter arising out of its membership in the Trust, the parties to the dispute shall first attempt to resolve such dispute through mediation before filing a lawsuit with respect to such dispute.

If any Member should file a suit against the Trust questioning the validity of the Bylaws or should raise the validity of this document in a suit by the Trust and the validity of these Bylaws is sustained, that Member shall pay for the full legal and defense costs of the Trust in that suit.

#### **ARTICLE XX. CONTINUATION OF TRUST**

If the withdrawal and/or expulsion of Members prior to the start of the next fiscal year shall reduce the number of covered employees of the remaining Members when added to the employees of any new Members legally committed to membership for the next fiscal year to fewer than 2,000 covered lives, the Trust shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the Board of Trustees shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the Trust. If, during any fiscal year, the number of covered employees should, through the withdrawal or expulsion of Members or attrition, be reduced to below 2,000 covered lives, any Member may call a special meeting to discuss the feasibility of continuing the Trust in operation until the close of that fiscal year.

THIS IS TO CERTIFY that the above Bylaws were duly adopted by the Board of Trustees, effective as of the date first set forth above.

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Secretary

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## **10.B. FY25 Operating Budget Amendment**

**To:** Mayor and Board of Commissioners

**From:** Julie Niswonger, Finance Director

### **Action Requested:**

Beginning July 1, 2025, the Town is joining the North Carolina Health Insurance Pool which is a self-funded insurance pool. Self-funding plans require establishing reserves. With this amendment, the Town is establishing a portion of the reserves required to join the pool in the amount of \$100,000.

### **Manager's Recommendation:**

Approve FY25 Operating Budget Amendment as presented.

### **ATTACHMENTS:**

[Amend 6 FY25.pdf](#)

**TOWN OF CORNELIUS**  
**AN ORDINANCE AMENDING**  
**THE OPERATING BUDGET FOR**  
**FISCAL YEAR 2024-2025**

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

**SECTION 1.** The following amounts are hereby authorized for all appropriations, expenditures and inter-fund transfers necessary for the administration and operation of the Town of Cornelius for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the following schedule of accounts heretofore established for this Town:

SCHEDULE A: GENERAL FUND

	Original Budget	Previous Amendment 4/7/2025	This Amendment 5/5/2025	Change
<b>General Fund Revenues</b>				
Ad Valorem Taxes	\$ 20,384,226	\$ 20,384,226	\$ 20,384,226	
Local Option Sales Tax	6,440,000	\$ 6,440,000	\$ 6,440,000	
Utility Franchise Tax	1,782,909	\$ 1,782,909	\$ 1,782,909	
Powell Bill Allocation	858,000	\$ 858,000	\$ 858,000	
Other Taxes and Licenses	522,245	\$ 522,245	\$ 522,245	
Unrestricted Intergovernmental	2,133,000	\$ 2,133,000	\$ 2,133,000	
Restricted Intergovernmental	3,835,800	\$ 3,835,800	\$ 3,835,800	
Permits and Fees	825,000	\$ 825,000	\$ 825,000	
Sales and Services	124,000	\$ 124,000	\$ 124,000	
Investment earnings	860,000	\$ 860,000	\$ 860,000	
Donations	15,000	\$ 125,801	\$ 125,801	
Micellaneous	22,400	\$ 24,622	\$ 24,622	
Debt Issued	705,000	\$ 705,000	\$ 705,000	
Appropriated Fund Balance	4,070,287	\$ 5,598,575	\$ 5,698,575	100,000
<b>Total General Fund Revenues</b>	<b>\$42,577,867</b>	<b>\$44,219,178</b>	<b>\$44,319,178</b>	<b>\$100,000</b>
<b>General Fund Expenditures</b>				
Governing Board	\$ 132,983	\$ 132,983	\$ 132,983	
General Government	2,929,649	\$ 3,070,989	\$ 3,070,989	
General Services	580,475	\$ 779,775	\$ 879,775	100,000
Police	10,697,121	\$ 11,550,631	\$ 11,550,631	
Communications	1,123,649	\$ 1,123,649	\$ 1,123,649	
Fire Operations	5,131,893	\$ 5,131,893	\$ 5,131,893	
Animal Control	289,972	\$ 322,672	\$ 322,672	
Public Works	2,580,550	\$ 2,580,550	\$ 2,580,550	
Powell Bill	543,000	\$ 543,000	\$ 543,000	
Solid Waste/Recycling	2,477,384	\$ 2,477,384	\$ 2,477,384	
Stormwater	1,314,854	\$ 1,314,854	\$ 1,314,854	
Planning / Land Development	856,667	\$ 1,009,227	\$ 1,009,227	
Tourism	558,802	\$ 558,802	\$ 558,802	
Art Center	411,000	\$ 411,000	\$ 411,000	
Parks, Arts, Recreation, and Culture	3,787,241	\$ 3,799,142	\$ 3,799,142	
Transfer to Capital Project Funds/ 911 Fund	5,418,821	\$ 5,668,821	\$ 5,668,821	
Debt Service	3,743,806	\$ 3,743,806	\$ 3,743,806	
<b>Total General Fund Expenditures</b>	<b>\$42,577,867</b>	<b>\$44,219,178</b>	<b>\$44,319,178</b>	<b>\$100,000</b>

SCHEDULE B: ELECTRIC FUND

**Electric Fund Revenues**

	Original Budget	Previous Amendment 4/7/2025	This Amendment 5/5/2025	Change
Sales and Services	\$ 7,659,738	\$ 7,659,738	\$ 7,659,738	
Fund Balance	168,639	\$ 168,639	\$ 168,639	
Debt Issued	-	\$ -	\$ -	
Miscellaneous	1,259,250	\$ 1,259,250	\$ 1,259,250	
<b>Total Electric Fund Revenues</b>	<b>\$ 9,087,627</b>	<b>\$ 9,087,627</b>	<b>\$ 9,087,627</b>	<b>\$ -</b>

**Electric Fund Expenditures**

Electric Department	\$9,087,627	\$6,975,127	\$6,975,127	
Transfer to Capital Project Funds	-	\$ 2,112,500	\$2,112,500	
<b>Total Electric Fund Expenditures</b>	<b>\$ 9,087,627</b>	<b>\$ 9,087,627</b>	<b>\$ 9,087,627</b>	<b>\$ -</b>

SCHEDULE C: 911 FUND

**911 Fund Revenues:**

911 Fee Revenue	\$114,275	\$114,275	\$114,275	
Fund Interest Earnings	\$2,000	\$2,000	\$2,000	
911 Appropriated Fund Balance	\$123,338	\$123,338	\$123,338	
<b>Total 911 Fund Revenues</b>	<b>\$ 239,613</b>	<b>\$ 239,613</b>	<b>\$ 239,613</b>	<b>\$ -</b>

**911 Fund Expenditures:**

911 Department	\$239,613	\$239,613	\$239,613	
<b>Total 911 Fund Expenditures</b>	<b>\$ 239,613</b>	<b>\$ 239,613</b>	<b>\$ 239,613</b>	<b>\$ -</b>

**SECTION 2.** An ad valorem tax rate of \$.1731 per \$100 of assessed valuation is hereby established as the official tax rate for the Town of Cornelius for the fiscal year 2024-25. This rate is based on an estimated valuation of \$11,714,440,672 and an estimated 98.75% percent collection rate, which is at least the collection rate expected during the 2023-24 fiscal year.

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

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

Adopted this the 5<sup>th</sup> day of May, 2025.

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Woody T. Washam Jr., Mayor

SEAL

ATTEST:

APPROVED AS TO FORM:

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Lori A. Harrell, Town Clerk

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Karen Wolter, Town Attorney

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## 10.C. Resolution of Opposition for House Bill 765

**To:** Mayor and Board of Commissioners

**From:** Wayne Herron, Deputy Manager

**Action Requested:**

Last week, the House Housing and Development Committee passed HB765 Local Gov. Development Regulations Omnibus, a sweeping measure poised to dismantle local land-use planning and regulations.

HB 765 will:

- Create a patchwork of state mandates and ban common sense local land-use practices leading to unregulated and incompatible development, undermining housing affordability, and damaging existing property values.
- Eliminate the decision making powers granted to local elected leaders by their voters, subjecting those officials to legal penalties during routine land-use planning decisions, and create unprecedented conflict of interest rules.
- Remove the ability of residents and local officials to pursue their unique visions for their communities, which are critical to attracting new residents and new businesses while maintaining their quality of life.
- Undermines meaningful public engagement and community involvement in shaping policies that address specific housing needs.

Examples of how Cornelius will be impacted by this proposed legislation:

- Cornelius currently has its own street standards for new development. The legislation requires all local governments to utilize NCDOT standards which may be smaller cross sections and may not require sidewalks and/or bike lanes.
- Cornelius currently has zoning districts based on lot size. The new legislation requires lots based on density, not lot size.
- Cities below 124,999 must allow subdivisions equal to 5 units per acre as by right and not by conditional zoning for subdivisions over 4 lots, as Cornelius does now.
- Legislation will require Cornelius to allow multi-family in any non-agricultural zoning district as long as it does not exceed 4 units per acre and does not exceed 60 feet in height.
- Cornelius may be required to review all conditional zoning cases within 90 days or they will be deemed approved.

**Manager's Recommendation:**

Approve a Resolution opposing HB765 as presented.

**ATTACHMENTS:**

[RES-Opposing HB765.pdf](#)

**RESOLUTION OPPOSING HOUSE BILL 765 AND  
RELATED BILLS BY THE NORTH CAROLINA GENERAL ASSEMBLY**

**WHEREAS**, House Bill 765 has been introduced in the 2025 session of the North Carolina General Assembly and would change many aspects of local planning and zoning that would dramatically affect the ability of local governments to serve the will of the citizens; and

**WHEREAS**, Chapter 160D of the North Carolina General Statutes, which mandates comprehensive planning and zoning, would be severely eroded by passage of House Bill 765 by diminishing the input and trust of citizens, including those who voluntarily serve on this City's advisory boards; and

**WHEREAS**, local governments, with the input of their citizens, can best recognize and enforce the need for planning and zoning ordinances; and

**WHEREAS**, House Bill 765 would eliminate the decision-making powers granted to locally elected leaders by their voters, subjecting those officials to legal penalties during routine land-use planning decisions and creating unprecedented conflict-of-interest rules; and

**WHEREAS**, House Bill 765 would create a patchwork of state mandates and ban common-sense local land-use practices leading to unregulated and incompatible development, undermining housing affordability, and damaging existing property values; and

**WHEREAS**, House Bill 765 would remove the ability of Cornelius' residents and local officials to pursue our unique visions for our community, which are critical to attracting new residents, new businesses, and maintaining our quality of life; and

**WHEREAS**, the Town of Cornelius recognizes that local governments are best suited to represent their citizens on local matters.

**NOW THEREFORE, BE IT RESOLVED**, that the Town of Cornelius urges the North Carolina General Assembly to leave planning and zoning decisions to locally elected Boards and their citizens, and that the General Assembly immediately terminate House Bill 765 and similar bills threatening to dismantle local land-use planning and regulation.

Approved this 5<sup>th</sup> day of May 2025.

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

ATTEST:

APPROVED AS TO FORM:

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

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

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## **11.A. Interlocal Agreement with CRTPO for Bicycle and Pedestrian Plan Funding**

**To:** Mayor and Board of Commissioners

**From:** Tyler Beardsley, Asst. Town Manager

**Action Requested:**

The Town applied for and was awarded a \$120,000 grant from CRTPO to fund a new Bike and Pedestrian Master Plan. The Town is providing a \$30,000 match (20% match) toward this planning effort. This plan will make recommendations for improving bike and ped facilities, where to add new facilities, and give guidance on crosswalk improvements throughout the Town limits. This is the interlocal agreement with the City of Charlotte (CRTPO) for these funds. It outlines the scope of work, timelines, and reporting requirements. The funds will be available July 1, 2025. Staff is in the process of reviewing design firm qualifications in order to start this plan as close to July 1 as possible.

**Manager's Recommendation:**

Approve an Interlocal Agreement to fund the Cornelius Bicycle and Pedestrian Plan.

**ATTACHMENTS:**

[AGR-CRTPO Cornelius Bike and Ped Plan.pdf](#)

**THE STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of July 2025 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **TOWN OF CORNELIUS**, (the “Awardee” or “Cornelius”) (collectively, the “Parties”) for the use of Planning Funds for the **CORNELIUS BIKE AND PEDESTRIAN PLAN** (the “Project”).

**GENERAL RECITALS**

**WHEREAS**, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and

**WHEREAS**, the City has been designated the Lead Planning Agency of CRTPO; and,

**WHEREAS**, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and

**WHEREAS**, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and

**WHEREAS**, the CRTPO conducted a competitive Call for Projects from August 12, 2024 to October 31, 2024 to award federal funds (the “Grant Funds”); and

**WHEREAS**, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for their planning project for Cornelius Bike and Pedestrian Plan; and

**WHEREAS**, The CRTPO Board awarded the Cornelius’s Project on March 19, 2025; and

**WHEREAS**, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

**WHEREAS**, the Parties desire to secure and utilize Grant Funds for the Cornelius Bike and Pedestrian Plan.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

# AGREEMENT

## 1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. 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. 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. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

## 2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and are incorporated into and made a part of this Agreement:

Exhibit A: Project Application

## 3 Availability of Grant Funds

All terms and conditions of this Agreement are dependent upon, and subject to the allocation of Grant Funds from NCDOT and FHWA for the purpose set forth in the Agreement and the Agreement shall automatically terminate if Grant Funds cease to be available.

## 4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects: [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental\\_Guide\\_for\\_Planning\\_Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf)

## 5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and Cornelius as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

## **6 Period of Performance**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2025, to June 30, 2027**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by the CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs to the Project outside of the Period of Performance.

## **7 Scope of Project**

The scope of project is to create a training series and resources for Cornelius Bike and Pedestrian Plan. (Exhibit A - Application for funds from the Cornelius).

## **8 Reimbursement of the Project**

The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$120,000**.

## **9 Project Expenditures and Payments**

### **9.1 General.**

The CRTPO is utilizing available Grant Funds and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

### **9.2 Reimbursement Procedures.**

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:

[Temekia.Dae@charlottenc.gov](mailto:Temekia.Dae@charlottenc.gov), [tthomson@charlottenc.gov](mailto:tthomson@charlottenc.gov), and [jennifer.stafford@charlottenc.gov](mailto:jennifer.stafford@charlottenc.gov).

- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook  
Assistant Planning Director  
City of Charlotte – CRTPO  
600 East Fourth Street – 8th Floor  
Charlotte, NC 28202  
704-336-8643  
[rwcook@charlottenc.gov](mailto:rwcook@charlottenc.gov)

For the Awardee:

Wayne Herron  
Deputy Town Manager  
Town of Cornelius  
21445 Catawba Ave., Cornelius, NC 28031  
[wherron@cornelius.org](mailto:wherron@cornelius.org)  
704-892-6031

### 9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable in amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.

- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

#### 9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

#### 9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

#### 9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.

- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

#### 9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

#### 9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.

- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

#### 9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

#### 9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee’s policy addressing conflicts of interest that may arise involving the Awardee’s management employees and the members of its board of directors or other governing body. The Awardee’s policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Awardee’s employees or members of its board or other governing body, from the Awardee’s disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

#### 9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

#### 9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

#### 9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

### **10 Termination**

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

#### Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be

determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

**11 Civil Rights and Equal Opportunity**

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

**12 Choice of Law and Venue**

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

**13 Severability**

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

**14 Incorporated Terms and Conditions**

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

**14 Federal Terms and Conditions**

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)  
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.  
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.  
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

d. Program Fraud and False or Fraudulent Statements or Related Acts.

The Awardee acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e. Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

*Nondiscrimination.* In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

*Race.* Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

*Age.* In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

*Disabilities.* In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT's Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.stale.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

h. Incorporation of Federal Terms

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

i. Energy Conservation

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

*Signature Page Follows*

**THIS AGREEMENT**, entered into as of the day and year first written above for Cornelius Bike and Pedestrian Plan, in an amount not to exceed **\$120,000**.

**AWARDEE:**

Town of Cornelius  
21445 Catawba Ave.  
Cornelius, NC 28031

By: _____	_____
Signature	Attest Signature
_____	_____
Print Name	Attest Date
_____	_____
Title	Approved as to Form
_____	_____
Date	Title and Date

**CITY OF CHARLOTTE:**

600 East Fourth Street  
Charlotte NC 28202

By: _____	_____
Signature	Attest Signature
_____	
Print Name	
_____	
Title	
_____	
Date	Attest Date

**Exhibit A – Planning Funds Application**

**APPLICATION FOR PLANNING FUNDS**



**Charlotte Regional Transportation Planning Organization  
Discretionary Projects Program**

**Call for Project Submissions  
Fall 2024**

**GRANT APPLICATION PACKAGE  
FOR  
PLANNING PROJECTS**

## APPLICATION FOR PLANNING FUNDS

All project sponsors are required to attend a remote meeting with CRTPO staff before October 18, 2024, at 5 PM. This is a mandatory pre-submittal meeting to review application requirements and estimate and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors **must** submit a complete application package, including all attachments, due by 5 PM on October 31, 2024. The project sponsor must be a full-time employee of a CRTPO member jurisdiction. Submission of an application does not guarantee an award of funds. Late applications will not be accepted.

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov).

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### PLANNING PROJECT INFORMATION

#### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the project. The applicants (if awarded) shall be responsible for all FHWA and NCDOT reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

Please see the CRTPO's Guide for Planning Projects can be found at [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Guide for Planning Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Guide_for_Planning_Projects.pdf).

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives, and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables
- CRTPO staff participation is required on any technical team developed to guide the project
- Extensive engineering, right-of-way acquisition, and construction projects are not eligible for these funds
- CRTPO may require a kickoff presentation to a TSM or TCC at the start of the planning project to review the project goals, timeline, and public involvement strategy
- CRTPO requires a summary presentation to the TCC and CRTPO Board at the conclusion of your project
- CRTPO requires a digital copy of the completed document, additional final deliverables, and associated GIS shapefiles and databases

## APPLICATION FOR PLANNING FUNDS

Planning funds should be expended within two fiscal years. Projects awarded with planning funds will start July 1, 2025, with all reimbursable work completed by June 30, 2027. Any work performed before that date and before authorization by NCDOT to proceed is not reimbursable.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2025)
9. Quarterly progress reports that briefly describe the progress made on the project must be submitted. Progress reports must include the following:
  - A rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - The total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - A bulleted list of accomplishments during the quarter
  - Invoices submitted by consultants
  - Proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and Invoicing Form Due Date |
|---------|-------------------------|-------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2025                                |
| 2       | October 1 - December 31 | December 30, 2025                               |
| 3       | January 1 - March 31    | April 30, 2026                                  |
| 4       | April 1 - June 30       | <b>(Early!) July 10, 2026</b>                   |

## APPLICATION FOR PLANNING FUNDS

Applicant / Lead Agency: *Town of Cornelius*

Contact Name and Title: *Aaron Tucker – Senior Planner*

Contact Email and Phone Number: [atucker@cornelius.org](mailto:atucker@cornelius.org) 704-896-2460 Ext. 113

CRTPO Member Jurisdiction: *Town of Cornelius*

Secondary Applicant Name and Email (or N/A): *Tyler Beardsley tbeardsley@cornelius.org*

Briefly describe the project management experience in managing federally funded projects:

*Town Staff has experience with managing federally funded projects with road projects and planning projects. Staff has worked on numerous such projects.*

### PROJECT INFORMATION

Project Name: *Cornelius Bike and Pedestrian Plan*

Provide a summary of the project, including the location, purpose, and need:

*The Town of Cornelius is developing a combined bike and pedestrian plan which will include new facilities, upgrades to existing facilities, and recommendations. The plan will also look at existing crosswalks and potential new crosswalk locations to increase pedestrian safety.*

*Cornelius currently has a pedestrian plan (adopted in 2012) and a Bike plan (adopted in 2017). We are proud to say that we have implemented many of the recommendations from both of these plans. The Town has also recently adopted a new Parks and Recreation Master Plan. We look forward to updating our bike and pedestrian plan and incorporating these recommendations into one document.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Cornelius Bike and Pedestrian Plan*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/>:

*While the Cornelius Bike and Pedestrian plan will likely touch on all goals of the 2050 MTP, we will have a focus on Goals 1 and 2. We plan to promote bike and pedestrian safety by recommending changes to our key intersections and roads to conflicts between bicycles/pedestrians and vehicles. It is our goal to make all major roadway facilities in Town multimodal and enhance facilities that no longer meet the needs of our users.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Cornelius Bike and Pedestrian Plan*

Provide details of anticipated deliverables and final products:

*Electronic copy of the final Bike and Pedestrian plan.*

*GIS files and editable charts/spreadsheets with all recommended improvements for bike, sidewalk, multi-use path, and crosswalk improvements. Files must be compatible with Town's GIS system (ArcPro) and existing GIS layers.*

*Five hard copies of the final plan.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Cornelius Bike and Pedestrian Plan*

Have CRTPO planning funds been previously used to fund a planning study on this project?  
(yes or no)      If yes, explain below.

*No.*

The planning funds you are applying for should be spent from July 1, 2025, to June 30, 2027. Please describe your schedule to meet the deadline.

*If awarded, we plan to kick-off our bike and pedestrian plan planning process immediately in July of 2025. We are estimating a 12 month timeline to complete, so a final study is planned to be adopted by the Town Board in the summer of 2026.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Cornelius Bike and Pedestrian Plan*

Will this plan incorporate and improve upon recommendations from other regional planning efforts (2050 MTP, Beyond 77, Connect Beyond, and other regional plans)? Explain below.

*Yes. We will plan to complete a consistency review as part of our project to ensure our recommendations are in line with regional planning efforts.*

Will elements of resiliency, land use, complete streets, and Vision Zero/Safe Systems Approach be incorporated into your plan? Explain below.

*Yes, the main reason for the plan is to help the Town incorporate complete streets on existing streets that do not have pedestrian and bike facilities. By planning pedestrian and bike facilities, the Town is working towards a Vision Zero Approach to increase safety for all users. The plan will also make recommendations for crosswalks that will also provide a Vision Zero approach and promote multimodal users.*

## APPLICATION FOR PLANNING FUNDS

How will you coordinate with neighboring jurisdictions, state and federal agencies as part of your plan? Explain below.

*We plan to coordinate with our neighboring jurisdictions as part of our planning effort. This will include a review of Davidson and Huntersville's mobility plan. We also plan to meet with the Transportation planning staff at these jurisdictions to solicit feedback during our project just as we have done with other recent planning efforts.*

What role will the CRTPO play in the development of this plan? Explain below.

*A member of CRTPO Staff will be invited to be included in all activities such as consultant selection, steering committee, and final review of the plan.*

## APPLICATION FOR PLANNING FUNDS

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Cornelius Bike and Pedestrian Plan*

Reference the example below to assist the project sponsor in completing the required charts within this section.

**Example:**

| Planning Project                                                                                           | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal match by the town/city (20%) |
|------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| EXAMPLE: Happy City Critical Intersection Analysis Project<br>Planning Funds<br>80% CRTPO/ 20% Local Match | \$60,000           | \$48,000<br>(not to exceed)                      | \$12,000                                 |

| Planning Project                                                                    | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal match by the town/city (20%) |
|-------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| <i>Cornelius Bike and Pedestrian Plan</i><br>Planning Funds<br>80% CRTPO /20% Local | \$150,000          | \$120,000<br>(not to exceed)                     | \$30,000                                 |

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

1. *Draft RFP*
- 2.
- 3.
- 4.

## APPLICATION FOR PLANNING FUNDS

### ACKNOWLEDGMENTS

Project Name: *Cornelius Bike and Pedestrian Plan*

- Acknowledgment of availability of local match at the start of this project
- Acknowledgment to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- Acknowledgment that your staff can complete this project within July 1, 2025, to June 30, 2027.
- Acknowledgment that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- Acknowledgment of the requirement to submit reporting forms to CRTPO.
- Acknowledgment that you have the authority to submit this application on behalf of your town/city.

Applicant Name: *Aaron Tucker*

Application Date: *10/29/2024*

*End of Application for Planning Funds*

# REQUEST FOR BOARD ACTION

Date of Meeting: May 5, 2025

## **11.B. Approve Regular Meeting Minutes - April 21st**

**To:** Mayor and Board of Commissioners

**From:** Lori Harrell, Town Clerk

**Action Requested:**

Review the Regular Meeting minutes of April 21st.

**Manager's Recommendation:**

Approve minutes as presented.

**ATTACHMENTS:**

[04-21-25 Regular Meeting.pdf](#)



## BOARD OF COMMISSIONERS

April 21, 2025  
MINUTES

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### **DOWNTOWN MASTER PLAN WORKSHOP - 3:00PM**

Mayor Washam called the workshop to order at 3:32PM. Commissioners Osborne and Carney were not present at the meeting.

❖ Downtown Master Plan Workshop

Kyle Baugh with Kimley-Horn provided an update on the master plan schedule. He outlined the transportation framework along the corridor along with intersection analysis, feedback received from the community meeting held on March 27<sup>th</sup>, and a reconnected downtown network that improves the movement of bikes, pedestrians, and vehicles. He also provided visionary concepts of what the streetscapes could look like.

Commissioner Johnson asked what the intent was for the roundabout identified on Smith Circle. Mr. Baugh stated that it's more of a geometric cleanup of the area. Commissioner Higgins stated that he was glad to see the roundabout location as it will help with the traffic of the added neighborhoods and school traffic.

Commissioner Sansbury asked about the area in front of the school and if the primary roads will need improvement. Mr. Baugh explained that the intersections identified are the recommended intersections to analyze to help justify the framework decisions being made.

Commissioner Higgins stated that he loves the live music area illustration.

Manager Grant summarized who's going to pay for the plan and how it's going to be implemented. He stated that depending on which properties are on the table for development, it's likely going to be the Town brokering a deal with multiple parties for public infrastructure.

Mayor Washam thanked Mr. Baugh for his update.

### **PRE-MEETING - 4:30PM**

Mayor Washam called the Pre-meeting to order at 4:41PM. All commissioners were present for the Pre-meeting.

❖ Agenda Review

Manager Grant provided the Board with an overview of the 6PM agenda items.

❖ FY26 Budget Workshop - cont'd.

Manager Grant provided the Board with updated FY26 budget information and stated that the Manager's recommended budget presentation and public hearing will be held on May 5<sup>th</sup>.

Commissioner Johnson stated that she would like to see priority placed on funding a mental health clinician vs. hiring a transportation planner. Commissioners Sansbury and Higgins stated that the budget needs to include hiring three new firefighters as called for in the Transition Plan.

❖ Text Amendment Discussion

Asst. Planning Director David Cole presented proposed *Land Development Code* text amendments for Vape Shops and Electronic Gaming. He identified existing Vape/CBD/Tobacco shops in Cornelius and how they are currently classified before presenting the proposed definition, use table, use standards, and separation distance.

Due to the limited time for discussion, the Board agreed to add the topic to the 6PM agenda under New Business.

*Commissioner Carney made a motion to adjourn the Pre-meeting at 6:03PM. Commissioner Johnson seconded the motion, and it passed unanimously, 5-0.*

## **REGULAR MEETING - 6:00PM**

### **1. CALL TO ORDER**

Mayor Washam called the meeting to order at 6:12PM.

### **2. DETERMINATION OF QUORUM**

All commissioners were present at the meeting.

### **3. APPROVAL OF AGENDA**

Mayor Washam requested an amendment to the agenda by adding under New Business item 11A – Text Amendment Discussion.

*Commissioner Carney made a motion to amend and approve the agenda as requested. Commissioner Sansbury seconded the motion, and it passed unanimously, 5-0.*

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

Mayor Washam led the pledge after a moment of silence was observed.

### **5. CITIZEN CONCERNS/COMMENTS**

Kim Wokatsch – 11613 Truan Lane, asked the Town for assistance with various issues taking place in her neighborhood.

### **6. REPORTS**

Parks Director Fitzsimmons reported on the following:

- Summer Sports Camps (added 155 spaces) – 60 partial-day camps; 1,351 children registered; 64% of spaces are filled; and 105 children are on a waitlist.
- Summer Recreation Camp – 10 partial-day camps; 116 children registered; 85% of spaces are filled; and 52 children are on a waitlist.
- Summer Day Camp (1 less week) – 7 weeks of full-day camps; 1025 children are registered; 98% of spaces are filled; and 196 children are on a waitlist.
- Cain Park Musical Playground ribbon cutting was held on Mar. 12<sup>th</sup> with approximately 50 attendees.

- Humpty Dumpty Statue rededication was held on Apr. 1<sup>st</sup> with approximately 35 attendees.
- Caldwell Station Tributary Greenway ribbon cutting was held on Apr. 8<sup>th</sup> with approximately 45 attendees. The greenway is provided by Mecklenburg County.
- Hop Into Spring was held on Apr. 5<sup>th</sup> with approximately 600 attendees, and 299 pre-registered for the Egg Scrambles and approximately 218 attended.
- Egg My Yard was a sold out event that was held Apr. 15-17.
- Earth Jam was held on Apr. 12<sup>th</sup> with approximately 600 attendees.
- Clean & Green will be held on Apr. 26<sup>th</sup> (9AM-12PM). The Town will earn two trees for every 25lbs. of trash collected.
- Hooked on Cornelius will be held on Apr. 26<sup>th</sup> (10AM-2PM), this event is sold out.
- ‘Tawba Walk Arts & Music Festival will be held on Apr. 26<sup>th</sup> (2PM-8PM).
- The town sponsored Second Friday Street Festival series has been cancelled for 2025.
- North Meck Farmer’s Market is relocating to the lawn behind Town Hall and will begin on May 14<sup>th</sup> thru Sept. 24<sup>th</sup> (9AM-12PM).
- Lake Norman Bike Expo (in partnership with the Town of Davidson) will be held on May 3<sup>rd</sup> (10AM-12PM), starting at Davidson Town Green.
- Cornelius Cardboard Regetta will be held on May 3<sup>rd</sup> (10:30AM-12:30PM) at Ramsey Creek Park. Cornelius resident teams \$25 and non-resident teams are \$35.
- Family Campout will be held on May 10<sup>th</sup>-11<sup>th</sup> at Robbins Park. This event is sold out.
- Cornelius Jazz Festival (in partnership with the Smithville Community Coalition) will be held on May 10<sup>th</sup> (6PM-10PM) at Smithville Park.

## 7. PRESENTATIONS AND PUBLIC COMMENT

### A. REZ 02-25 Sunset Cove

Senior Planner Aaron Tucker presented a rezoning request made by applicant Larry Griffin, Jr. and Mike Griffin to rezone 8.6 acres located at 18311 and 18323 Nantz Road from *General Residential* to *Conditional Zoning* to allow for a wedding/event venue that will convert two existing homes to commercial standards, construct a 6,000sqft. event venue with a parking lot of 103 spaces. He gave an overview of the location that is adjacent to Ramsey Creek Park. A community meeting was held on Apr. 15<sup>th</sup> with approximately 22 attendees who expressed concerns about additional traffic on Nantz Road and limiting the number of events.

Commissioner Higgins asked if staff have any recommendations for the number of events. Mr. Tucker stated that he talked with the applicant who is willing to consider a certain number of events per year.

Commissioner Sansbury asked if there is an opportunity for shared parking at Ramsey Creek Park during events. Mr. Tucker stated potentially yes, however, it would require some type of joint use agreement with the County.

Mayor Washam asked what the approval timeline is. Mr. Tucker stated that it is anticipated to be considered by the Planning Board in the June/July timeframe.

Mayor Washam invited the applicant to speak.

Mike Griffin presented the request for the Griffin Brothers Companies. He explained that the plan is to preserve the family's homestead by using the existing two homes plus adding an event pavilion for higher end events. The parking lot is buffered from the neighbors and the events will be limited due to the targeted demographic. Mr. Griffin outlined the event space, the new on-site retirement homes for the Griffin families, their management expertise in owning/managing Pine Island Country Club, the seasonal use of the venue, as well as the distance between the site and neighbors.

Commissioner Osborne thanked the Griffins for offering to share the waterfront by using the venue. He asked if there was an HOA for the neighborhood and if conversations with Mecklenburg County Parks have occurred. Mr. Griffin stated that there is no HOA for the neighborhood and that they will communicate their proposal with the County. He added that their intent is to keep all venue parking on-site. Commissioner Osborne asked about the noise ordinances and the impact on the neighbors. Deputy Manager Herron stated that the venue will be subject to the same Town noise ordinances as others.

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

Ken Miller 18526 Nantz Road, stated that he was opposed to the project due to the additional traffic the event venue will create.

Marty Gaunt – 18300 Nantz Road, stated that he was opposed to the project due to the commercial use within a residential area and would never have built a home in that area if he had been aware of the Griffin's intent.

Robert Simon – 18214 Delray Drive, stated that he was opposed to the project due to the additional traffic the event venue will create.

Mark Lomartire – 18125 Pompano Place, stated that he was opposed to the project due to the additional traffic the event venue will create.

Bob Weimer – 18203 Pompano Place, stated that the layout was beautiful but wished it was being proposed in a different location on the lake and not in the middle of a residential neighborhood.

B. REZ 03-25 Jetton Rd (Cashmere)

Asst. Planning Director David Cole presented a rezoning request made by applicant Adam and Iryna Jones to rezone .489 acres located at Jetton Road Extension and Bethel Church Road from *Village Center* to *Conditional Zoning* to allow for a 6-story mixed-used building (2,500sqft. commercial and 14 condominiums) with one level structured parking (14 spaces). He gave an overview of the location, current zoning, and proposed building elevations. The Architectural Review Board has recommended additional pedestrian scale elements along the bottom floor with additional material variations and was supportive of the proposed building height when factoring in the grade change of Bethel Church Road. The community meeting held on Apr. 1<sup>st</sup> had approximately 15 attendees who in general supported the retail uses and building architecture, but expressed concerns with the building height and additional traffic it will create along Jetton Road Extension.

Commissioner Johnson expressed her concerns with the garage entrance on Jetton Road Extension not having enough space to enter the garage without impeding traffic on Jetton Road Extension. Mr. Cole stated that staff will continue to work with the applicant to ensure that the garage entrance does not cause any traffic issues.

Commissioner Higgins expressed his concerns with the current bike lane and visibility on a blind curve at the garage entry location. He also asked about the parking lot located behind the building. Mr. Cole identified the lot line configuration and explained the shared parking access with the existing buildings.

Commissioner Sansbury asked where the anticipated retail customers will park. Mr. Cole identified the available on-street parking area and then the shared parking spaces in the rear. Commissioner Sansbury asked what the proposed heights were for the proposed buildings on Sefton. Deputy Manager Herron stated that the *Land Use Plan* (LUP) shows two-story heights/30-feet; however, the Growth Management Committee recommends revisiting building heights once the road infrastructure improvements have been completed, so it's at the Board's discretion on how heights are reviewed.

Commissioner Carney stated that based on the current LUP two-stories are enumerated, but there are some variations of discussion relative to that; however, the current entitlement on the property is three-stories.

Commissioner Osborne asked what is considered grade-level. Mr. Cole stated that the site frontage would be along Jetton Road Extension, therefore, that would be considered grade-level.

Mayor Washam invited the applicant to present their rezoning request.

The applicant Adam Jones presented their rezoning request and vision for the project. He provided an overview of the retail plan pre-PDRC and after receiving feedback, the building design/contextual fit, and smart parking and ground level design. He explained that due to the topography of the land, their building will be 13 feet less than the approved REZ 12-21 Cornelius Mixed Use building.

Commissioner Johnson asked what the condominium square footage and price point would be. Mr. Adam stated that the condominiums will start at 1,750sqft. and will be priced between \$800K-\$1.2M.

Commissioner Sansbury asked for clarification on the parking spaces per unit. Mr. Adam stated that each unit will have 1 underground parking spot, and the overflow would be part of the shared parking in the rear.

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

Stan Ott – 18717 Daymark Drive, expressed his opposition to the building height.

Kimberly Thaxton – 15928 Northstone Drive, expressed her opposition to the building height and the shared parking issue. According to the Declarations of the land, it prohibits any rezoning variance unless you have 100% written approval from the other owners.

Kenny Colbert – 18741 Daymark Drive, expressed his opposition to the building height.

Ed Braxton – 18725 Daymark Drive, expressed his opposition to the building height.

## 8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL

### A. 2018 GO Bond Extension

Mayor Washam called for a motion to open the public hearing for the bond extension. The public notice is attached hereto.

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

Finance Director Niswonger gave an overview of the process necessary to extend the 2018 GO Bond from 7 to 10 years.

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

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

*Commissioner Higgins made a motion to approve Resolution #2025-01165 extending the 2018 GO Bonds from seven years to ten years. Commissioner Osborne seconded the motion, and it passed unanimously, 5-0.*

**Resolution #2025-01165 is hereby made part of the minutes by reference.**

### B. ANNEX 01-25 - 12411 and 12415 Mayes Road

Mayor Washam called for a motion to open the public hearing for Annex 01-25. The public notice is attached hereto.

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

Asst. Planning Director David Cole presented the annexation request from Keystone Custom Homes for 92.58 acres as part of the conditions of the Mayes Meadows rezoning.

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

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

*Commissioner Johnson made a motion to approve Ordinance #2025-00869 annexing 12411 and 12415 Mayes Road as part of the Town of Cornelius. Commissioner Higgins seconded the motion, and it passed unanimously, 5-0.*

**Ordinance #2025-00869 is hereby made part of the minutes by reference.**

**9. CONSIDERATION OF APPROVAL**

**A. Capital Project Ordinance - Infrastructure Capital Project Fund**

Finance Director Niswonger explained that the Capital Project Ordinance establishes an Infrastructure Capital Project Fund with a transfer in the amount of \$11,335,980 from the Transportation Capital Reserve Fund that will be utilized for the design and construction of infrastructure projects that will cross multiple fiscal years.

*Commissioner Higgins made a motion to approve Ordinance #2025-00870 establishing an Infrastructure Capital Project fund. Commissioner Sansbury seconded the motion, and it passed unanimously, 5-0.*

**Ordinance #2025-00870 is hereby made part of the minutes by reference.**

**B. FY2025 Transportation Capital Reserve Transfer**

Finance Director Niswonger explained that the \$11,335,980 balance at the end of FY24 will be transferred to the Infrastructure Capital Project Fund and then the Transportation Capital Reserve Fund will be closed out.

*Commissioner Carney made a motion to approve Ordinance #2025-00871 transferring \$11,335,980 from the Transportation Capital Reserve Fund to the Infrastructure Capital Project Fund. Commissioner Johnson seconded the motion, and it passed unanimously, 5-0.*

**Ordinance #2025-00870 is hereby made part of the minutes by reference.**

**10. CONSENT AGENDA**

- A. 2024 Charlotte-Mecklenburg County Emergency Operations Plan Update (Approved 5-0)
- B. Tax Refunds - \$11,598.77 (Approved 5-0)
- C. Cornelius Library Endowment Committee Reappointment (Approved 5-0)
- D. Approve Regular Meeting Minutes - April 7<sup>th</sup> (Approved 5-0)
- E. Approve Closed Session Minutes - April 7<sup>th</sup> (Approved 5-0)

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

**11. NEW BUSINESS**

**A. Text Amendment Discussion**

Asst. Planning Director Cole recapped the proposed text amendment related to Vape/CBD/Tobacco Shops and the existing shops in Cornelius. Commissioner Osborne asked if the limitation being proposed is consistent with other municipalities. Mr. Cole stated yes. Commissioner Sansbury asked if the shop owner on Catawba knows that the Board is discussing this topic. Mr. Cole stated that he did not believe so. Commissioner Sansbury asked if the property owner is aware that his signage is not appropriate for what is desired in the downtown area. Mr. Cole stated that staff has not taken that step yet, because at the time of permitting it was allowed. Deputy Manager Herron stated that it would be good to have the conversation with the shop owner. Commissioner Johnson asked if this amendment would create other issues as gas stations are also selling CBD products. Mr. Cole explained that the definition enumerates “A use that primarily engages in the sale...”, so gas stations will not be impacted as it is not their primary sale of products. Mayor

Washam asked what kind of challenges could be anticipated from an ordinance like this. Attorney Wolter stated that the Town's job is to protect the health, welfare and well-being of the citizens of Cornelius. A potential challenge could be the infringement on the 1<sup>st</sup> Amendment; however, there are several municipalities implementing language similar to what's being proposed. Commissioner Sansbury asked Chief Baucom if children under 18 can enter the store. Chief Baucom stated that someone under the age of 18 can enter the store because it's up to the private business owner to regulate. Attorney Wolter stated that the State statutes specifically say that products cannot be purchased by anyone under the age of 18. Commissioner Sansbury reiterated that the owner should be made part of the conversation. Manager Grant stated that as part of the text amendment process owners can be part of the public hearing process.

Asst. Planning Director Cole presented the proposed text amendment for electronic gaming establishments, the use table, and use standards. He explained that if the Board is okay with moving forward with both recommended amendments, the Planning Board will review and provide a recommendation at their May 7th meeting before the Town Board public hearing and the decision is scheduled for June 2<sup>nd</sup>. The Board consensus was to move forward with the proposed text amendments and schedule.

## 12. COMMISSIONER CONCERNS

### A. Bump Out on Jetton Road Improvements

Commissioner Osborne asked that staff have these improvements on their radar if they don't already.

### B. Nantz Road Issues

Mayor Washam asked Chief Baucom for some insight on what was reported earlier. Chief Baucom stated that CPD does not have anything specific related to property damage made by vehicles pulling boats tearing up yards along Nantz Road.

## 13. ADJOURNMENT

*There being no further business to discuss, Commissioner Johnson made a motion to adjourn the meeting at 8:24PM. Commissioner Osborne seconded the motion, and it passed unanimously, 5-0.*

Approved this 5<sup>th</sup> day of May 2025.

ATTEST:

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Woody Washam, Jr., Mayor

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Lori A Harrell, Town Clerk



The Beaufort Gazette  
 The Belleville News-Democrat  
 Bellingham Herald  
 Centre Daily Times  
 Sun Herald  
 Idaho Statesman  
 Bradenton Herald  
 The Charlotte Observer  
 The State  
 Ledger-Enquirer

Durham | The Herald-Sun  
 Fort Worth Star-Telegram  
 The Fresno Bee  
 The Island Packet  
 The Kansas City Star  
 Lexington Herald-Leader  
 The Telegraph - Macon  
 Merced Sun-Star  
 Miami Herald  
 El Nuevo Herald

The Modesto Bee  
 The Sun News - Myrtle Beach  
 Raleigh News & Observer  
 Rock Hill | The Herald  
 The Sacramento Bee  
 San Luis Obispo Tribune  
 Tacoma | The News Tribune  
 Tri-City Herald  
 The Wichita Eagle  
 The Olympian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|------|-------|
| 34684     | 652454       | Print Legal Ad-IPL02269790 - IPL0226979 |          | 2    | 51 L  |

Attention: Accounts Payable

TOWN OF CORNELIUS  
 PO BOX 399  
 CORNELIUS, NC 28031

accountspayable@cornelius.org

**Notice of Public Hearing on Extension of  
 Bond Order Authorizing the Issuance of \$24,000,000  
 General Obligation Transportation Bonds  
 of the Town of Cornelius, North Carolina**

WHEREAS, the Board of Commissioners of the Town of Cornelius, North Carolina (the "Board of Commissioners") has ascertained and hereby determines that it is necessary to pay 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; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the Town Clerk has notified the Board of Commissioners that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the Board of Commissioners of the Town of Cornelius, North Carolina, as follows:

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Transportation Bonds of the Town are hereby authorized and will be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such Bonds authorized by this order will be \$24,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Transportation Bonds.

Section 3. A sworn statement of the Town's debt has been filed with the Town Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the Town at a referendum scheduled for November 6, 2018.

The foregoing order took effect on November 6, 2018. Anyone who wishes to be heard on the question of whether the maximum time period for issuing bonds under such order should be extended from seven years to 10 years after such date may appear at a public hearing or an adjournment thereof to be held at 6:00 p.m., or as soon thereafter as practicable, on April 21, 2025 at Cornelius Town Hall - Assembly Room, 21445 Catawba Avenue, Cornelius, NC 28031.

/s/ Lori Harrell  
 Town Clerk  
 IPL0226979  
 Apr 11 2025

North Carolina } ss  
 Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:

04/11/25

*Mary Castro*

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 11th day of April, 2025

*Amy Robbins*

Notary Public in and for the state of South Carolina,  
 residing in Beaufort County



AMY L. ROBBINS  
 NOTARY PUBLIC  
 SOUTH CAROLINA  
 MY COMMISSION EXPIRES 11-03-32

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The Beaufort Gazette  
 The Belleville News-Democrat  
 Bellingham Herald  
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 Fort Worth Star-Telegram  
 The Fresno Bee  
 The Island Packet  
 The Kansas City Star  
 Lexington Herald-Leader  
 The Telegraph - Macon  
 Merced Sun-Star  
 Miami Herald  
 El Nuevo Herald

The Modesto Bee  
 The Sun News - Myrtle Beach  
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 Tri-City Herald  
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## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Cols | Depth |
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| 34684     | 650549       | Print Legal Ad-IPL02257740 - IPL0225774 |          | 1    | 23 L  |

**Attention:** Accounts Payable

TOWN OF CORNELIUS  
 PO BOX 399  
 CORNELIUS, NC 28031

accountspayable@cornelius.org

**NOTICE OF PUBLIC MEETING,  
 HEARING & CONSIDERATION  
 OF APPROVAL**

**Town of Cornelius  
 21445 Catawba Avenue,  
 Cornelius, NC**

The Town of Cornelius Board of Commissioners will hold a Public Hearing & Consideration of Approval on Monday, April 21, 2025, at 6:00 PM in Town Hall on the following item:

ANNEX 01-25 12411 & 12415 Mayes Road: Voluntary annexation request by Key Cog Holdings NC II, LLC (property owner) to annex approximately 91.52 acres located at 12411 and 12415 Mayes Road, further identified by Mecklenburg Tax Parcel ID Numbers 00755101 and 00755105. The property is zoned Conditional Zoning. IPL0225774  
 Apr 6, 13 2025

**North Carolina } ss  
 Mecklenburg County }**

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

2 insertion(s) published on:

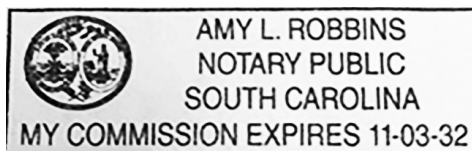
04/06/25, 04/13/25

*Mary Castro*

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 14th day of April, 2025

*Amy Robbins*

Notary Public in and for the state of South Carolina, residing in Beaufort County



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