BOARD OF COMMISSIONERS
October 16, 2023
Agenda

PRE-MEETING - 4:30PM

Closed Session Pursuant to NCGS 143-318.11(a)(6)

NCDOT/CRTPO Discretionary Funding Applications

Downtown Master Plan

Agenda Review

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. MAYORAL PROCLAMATIONS
   - A. National Arts & Humanities Month
7. PRESENTATIONS
   - A. Mecklenburg County Homes Program
   - B. FY23 Grant Final Report - Senior Community Connections
   - C. FY23 Grant Final Reports - Cain Center
8. PUBLIC HEARING AND CONSIDERATION OF APPROVAL
   - A. REZ 03-23 Champion Tire Expansion
9. CONSIDERATION OF APPROVAL
   - A. Corvid Cyber Security Contract
   - B. Capital Project Ordinance - Electric Utility Substation

C. Reimbursement Resolution - Electric Utility Substation

D. Capital Project Ordinance - Torrence Chapel Park Improvements

E. Reimbursement Resolution - Torrence Chapel Park Pickleball Project

F. Torrence Chapel Park Pickleball Project - Professional Services Procurement Exemption

G. FY24 Operating Budget Amendment

H. FY2025 Budget Calendar

I. Fire Protection/Emergency Response Services Agreement

J. Reimbursement Agreement with Mecklenburg County for Land Acquisition of Tax Parcel Nos. 00519140, 00519141, 00519142, 00519143, 00519144, 00519145, 00519146, and 005194147

K. Resolution - LIV Development, Antiquity Streets

L. Zion/Bailey Traffic and Design Study

M. Police Vehicle Purchase Contract

10. CONSENT AGENDA

A. Amend 2023 Board of Commissioners Meetings Calendar

B. Closed Session - Minutes Approval

C. Regular Meeting - Minutes Approval

11. MAYOR/COMMISSIONERS/MANAGER REPORTS

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: October 16, 2023

. **Closed Session Pursuant to NCGS 143-318.11(a)(6)**

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:
Hold a Closed Session.

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

. **NCDOT/CRTPO Discretionary Funding Applications**

To: Mayor Washam and Commissioners

From: Wayne Herron, Deputy Town Manager

Action Requested:
The Town has six NCDOT projects that are scheduled to be bid and have contracts let for construction within the next year. All six of these projects have estimated cost overruns. The Charlotte Regional Transportation Planning Organization (CRTPO) distributes discretionary funding twice a year for cost overruns. Staff has been working with CRTPO Staff to develop applications and would like to present recommendations to the Town Board regarding potential requests for discretionary funding for the six projects.

Manager's Recommendation:
Approval of Staff Recommendations for Discretionary Funding Requests From Charlotte Regional Transportation Planning Organization (CRTPO)

ATTACHMENTS:
10.16.23 NCDOT-CRTPO Discretionary Recommendations.pptx

NCDOT/CRTPO Discretionary Funding Update

Town Board

10.16.23

C-5621 Catawba/US 21 Dual Roundabouts



C-5621 Catawba/US 21 Dual Roundabouts

- Current NCDOT STIP Budget: $17,441,500
- According to Memorandum of Agreement, the Town is responsible for all costs exceeding the STIP Budget. Estimated overages $3,603,184.
- Updated Total project Cost (including escalation and contingency) = $27,141,329
- Town's Remaining Share (without discretionary funding) = $9,699,829
- Town's Remaining Share (with discretionary funding @50%) = $4,849,915
- Utility Relocations 2023 Bidding and Contract September 2023(NCDOT is answering bidders questions at this time and expects to award a bid this month)

C-5621 Catawba/US 21 Dual Roundabouts

- NOTE: Staff is recommending moving forward before the Town finds about any discretionary funding. The Town does have the ability to ask NCDOT to reject the bid(s), and there is a slight risk that the Town may not receive discretionary funding.

Project Purpose and Need

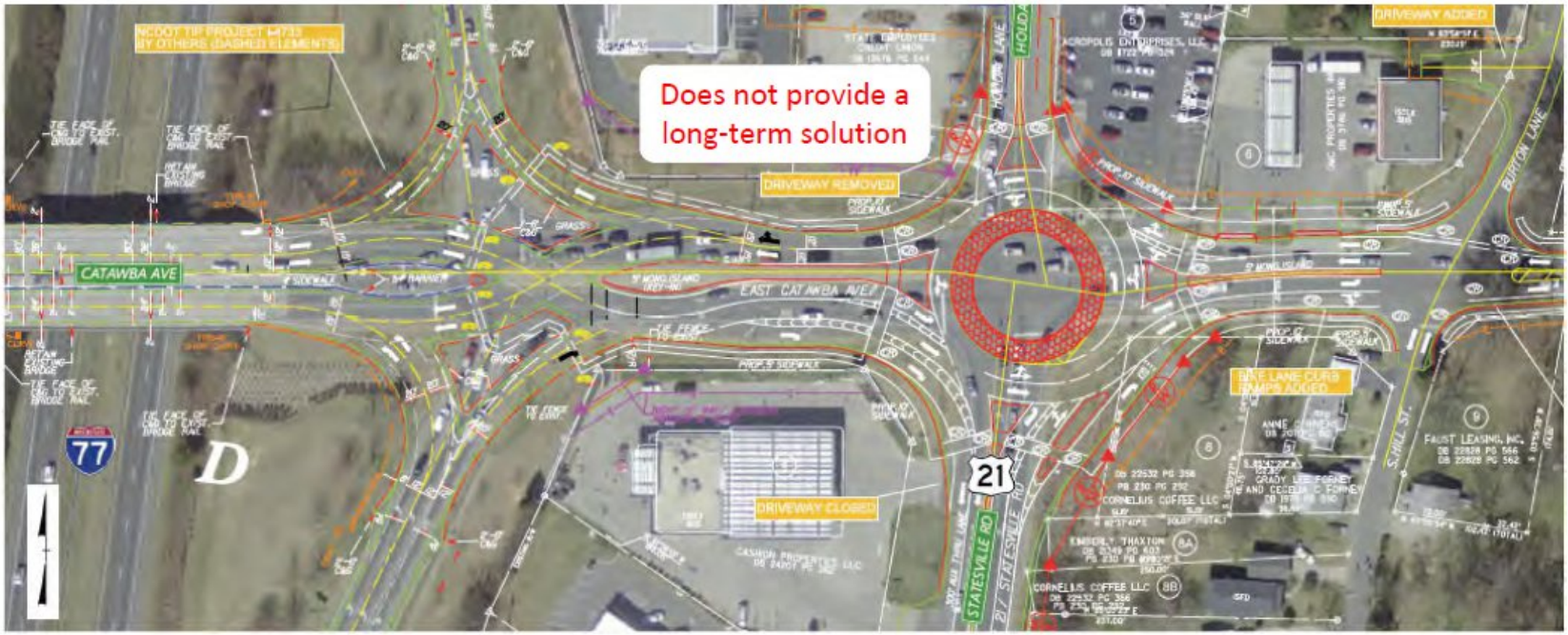
- Traffic Volumes
  - 2016 AADT
    - Catawba Avenue approx. 30,000 vpd
    - U.S. 21 approx. 15,000 vpd
  - 2040 AADT projected to exceed 45,000 vehicles per day
- Project Purpose - Reduce Congestion and Improve Traffic Flow through the Project Area



Catawba Avenue looking westbound at intersection

Design Concepts Considered

Single Roundabout



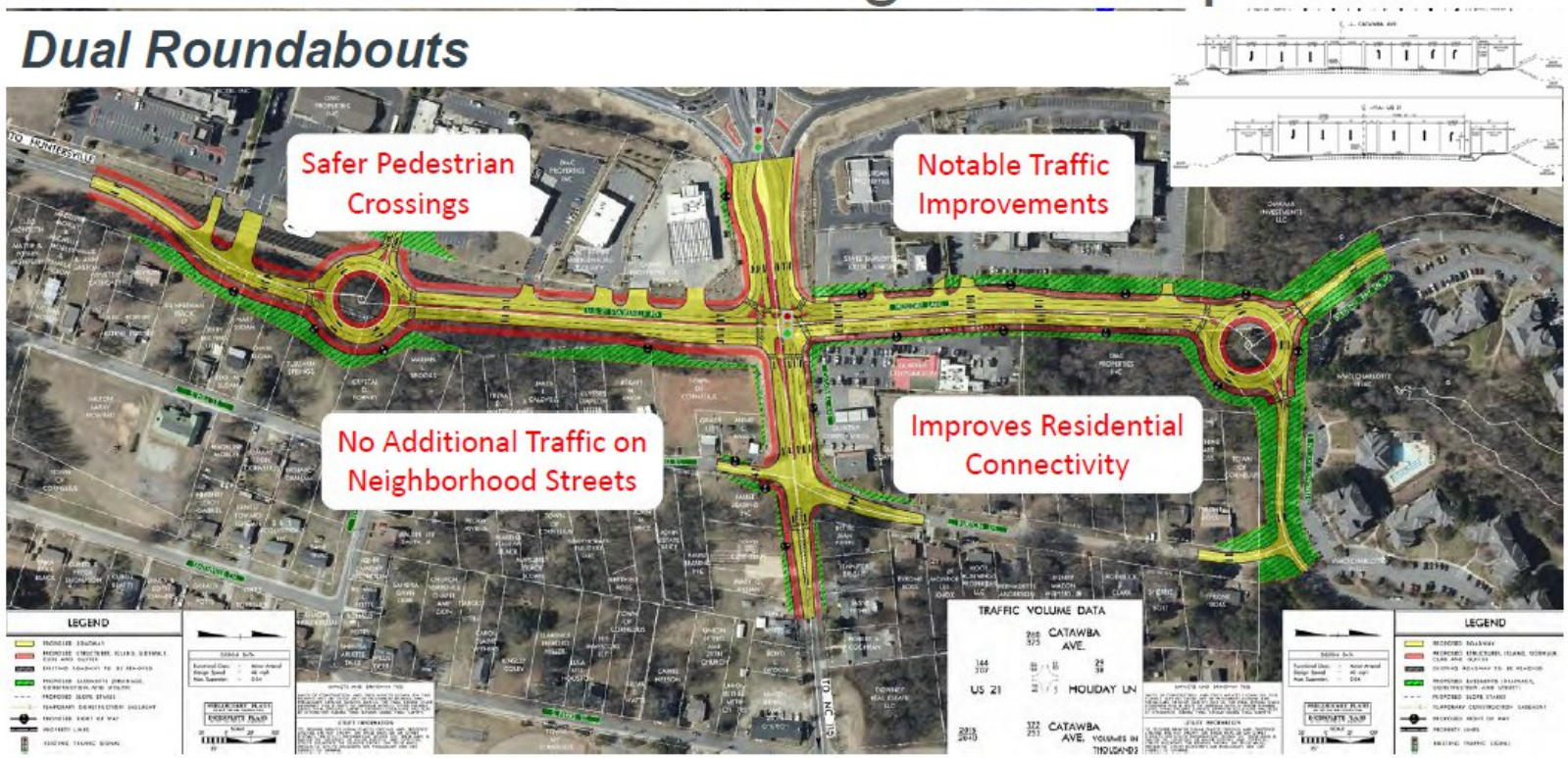
Design Concepts Considered

Southeast Quadrant Intersection

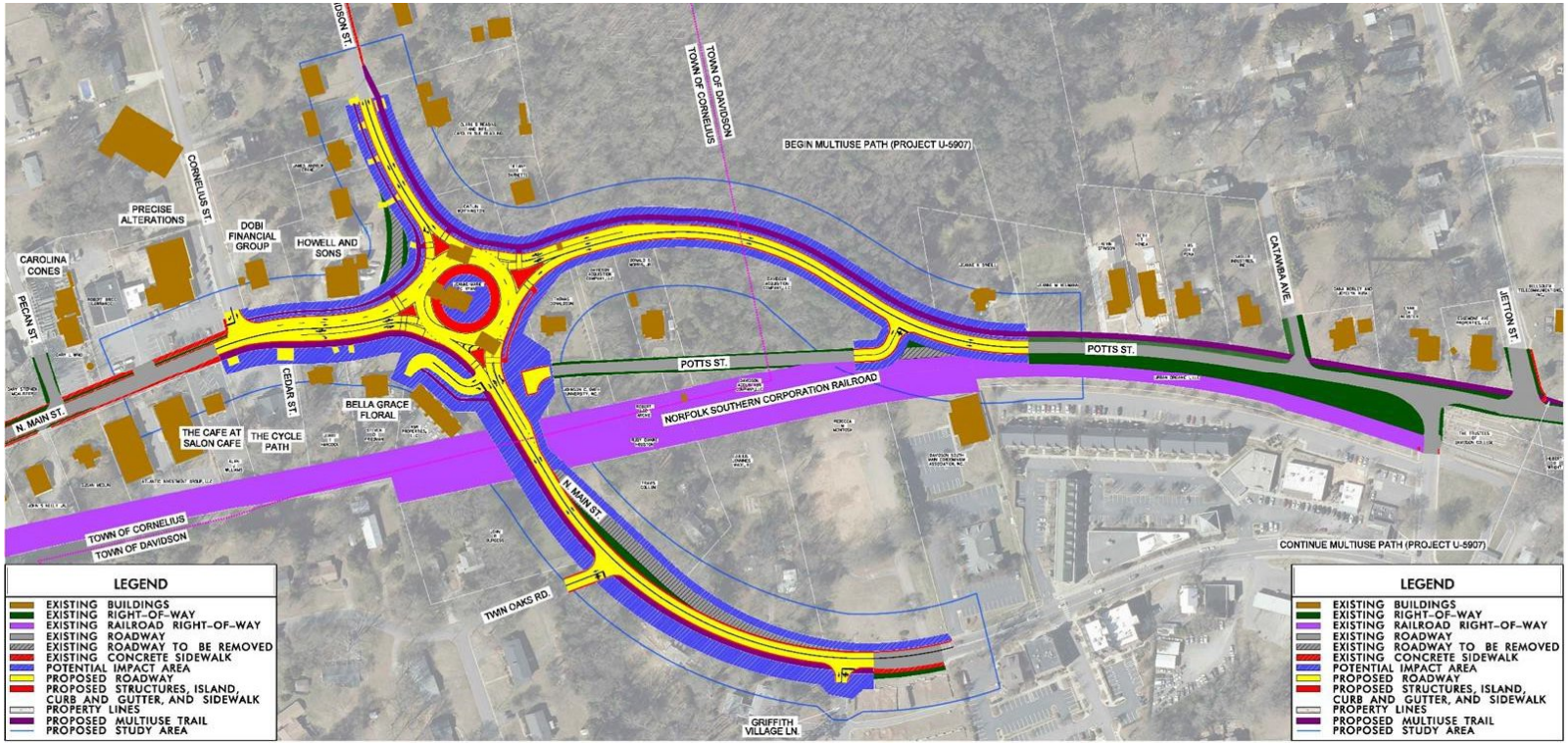


Preferred Design Concept

Dual Roundabouts



U-5873 NC 115/Potts Roundabout

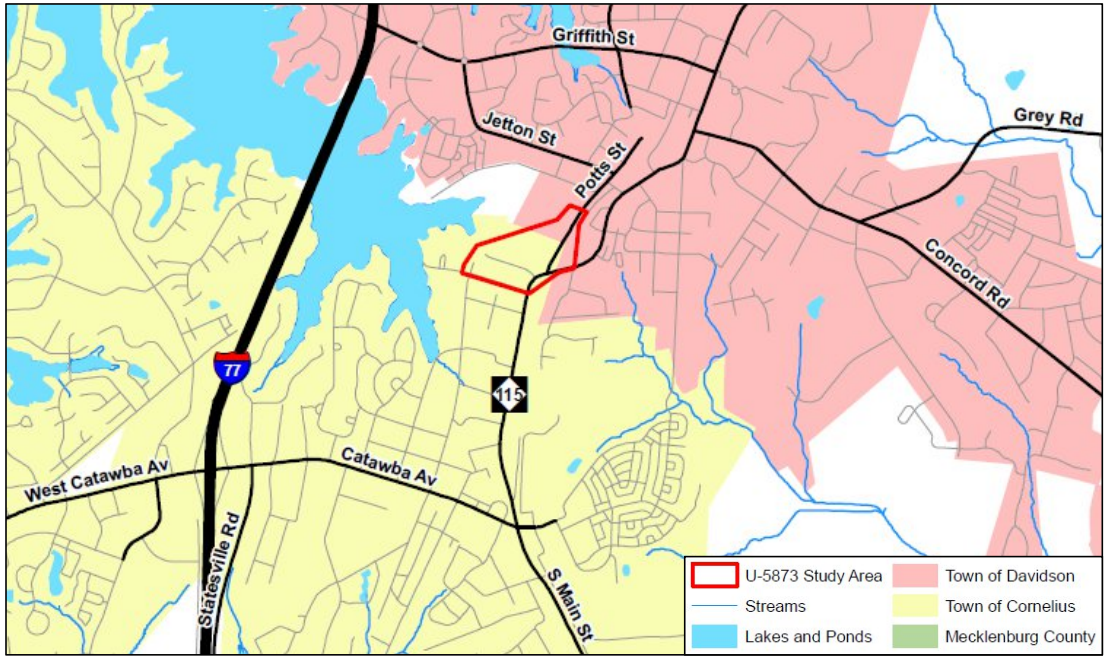


U-5873 NC 115/Potts Roundabout

- Current NCDOT STIP Budget: $7,116,250
- According to Memorandum of Agreement, the Town is responsible for all costs exceeding the STIP Budget. Estimated Overages $5,730,407.
- Updated Total project Cost (including escalation and contingency) = $16,568,334
- Town's Remaining Share (without discretionary funding) = $9,452,084
- Town's Remaining Share (with discretionary funding @50%) = $4,726,042
- Schedule:
- Utilities 2023 Bidding and Contract December 2023

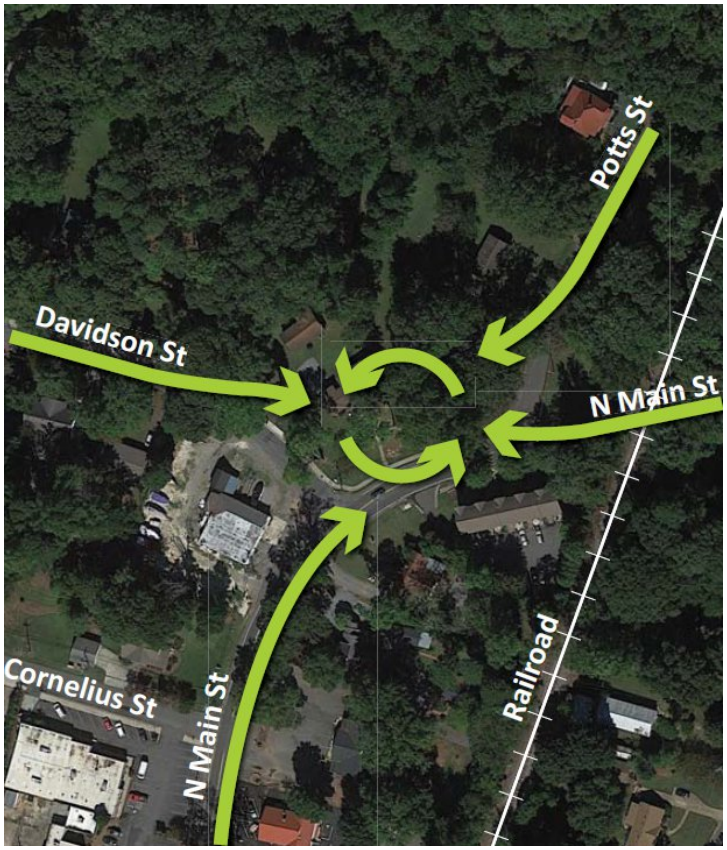
Project Description & Purpose

- The purpose of the project is to improve traffic operations for drivers
- Improve safety issues due to two intersections that are close in proximity

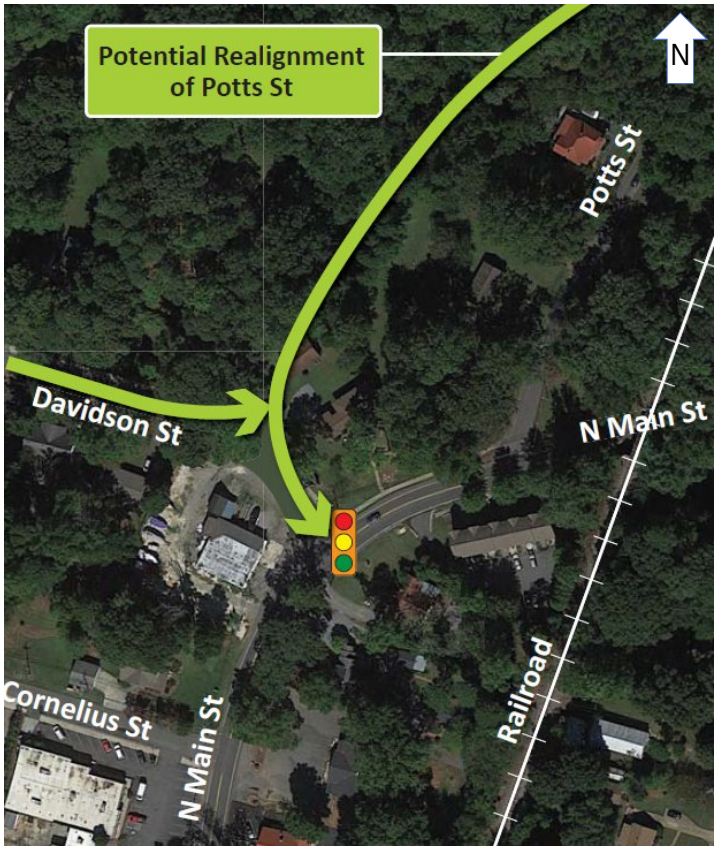


Traffic Movements

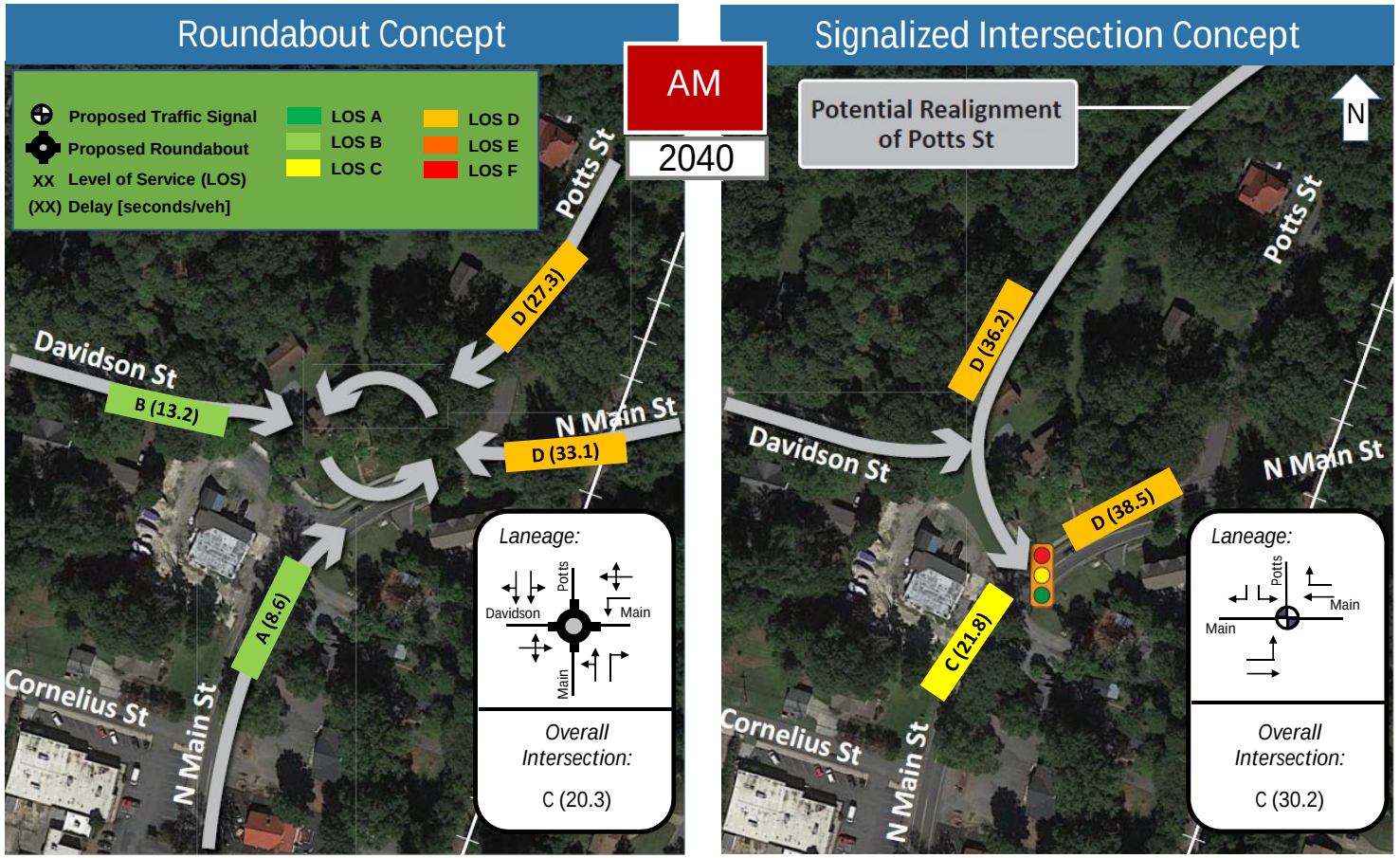
Roundabout Concept



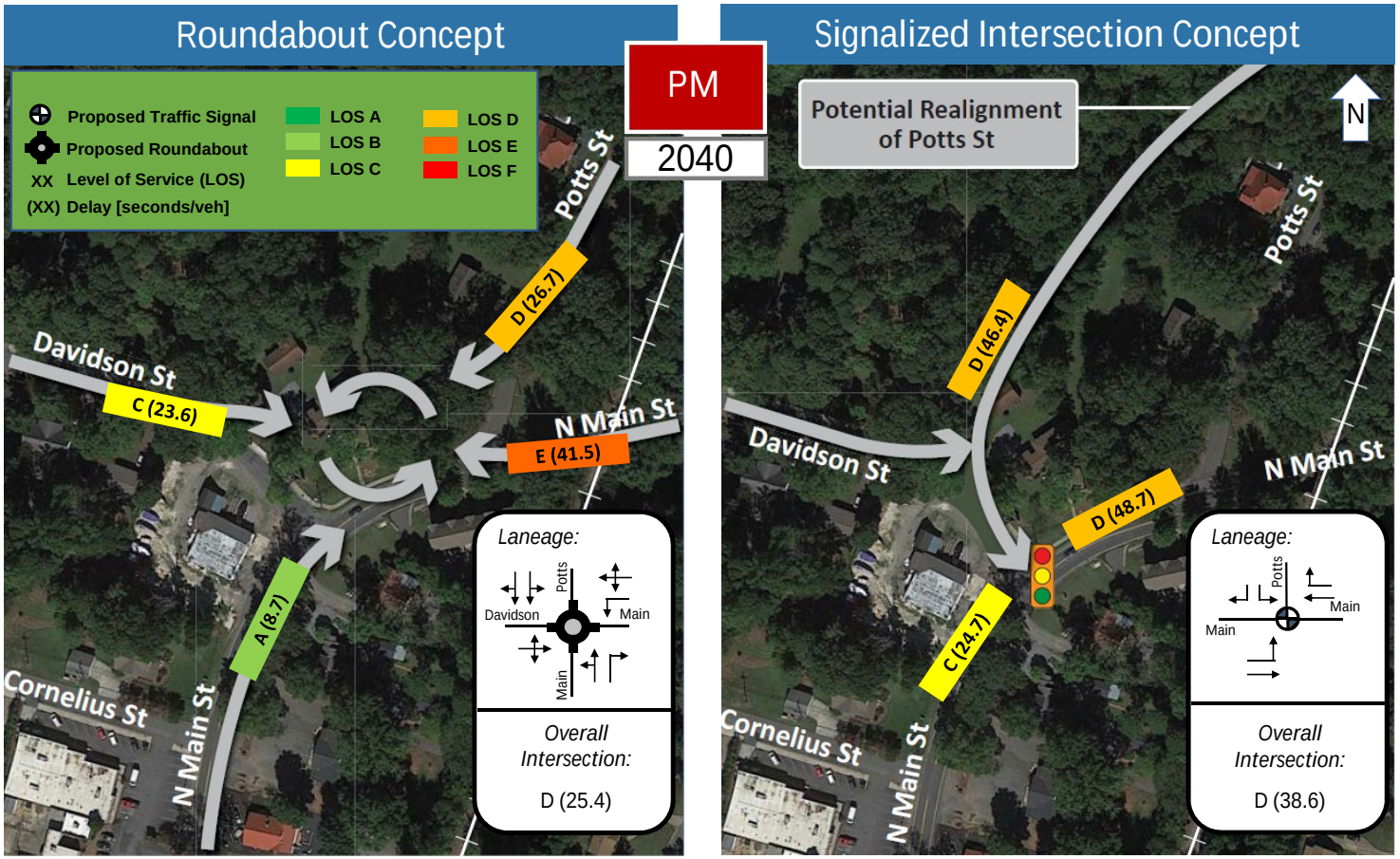
Signalized Intersection Concept



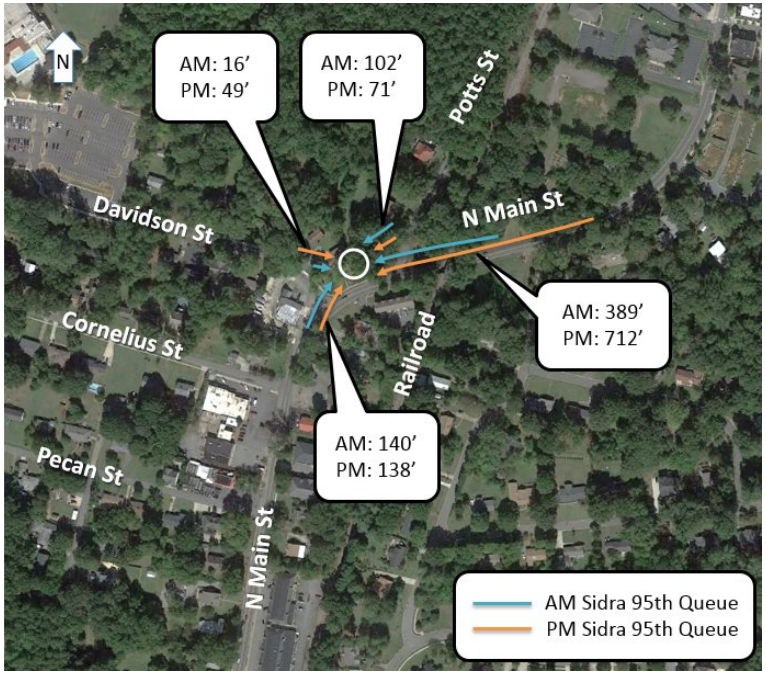
Traffic Operations - Morning Peak

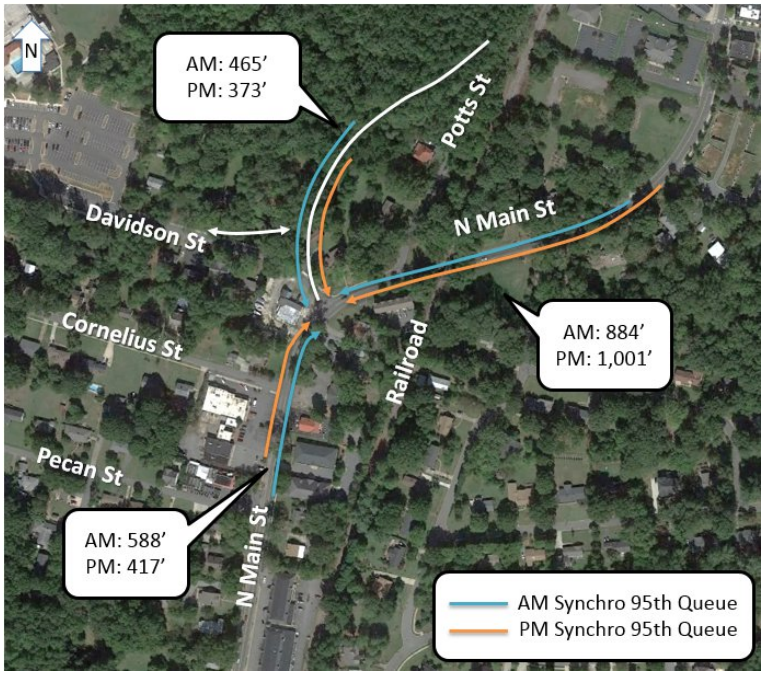


Traffic Operations - Afternoon Peak

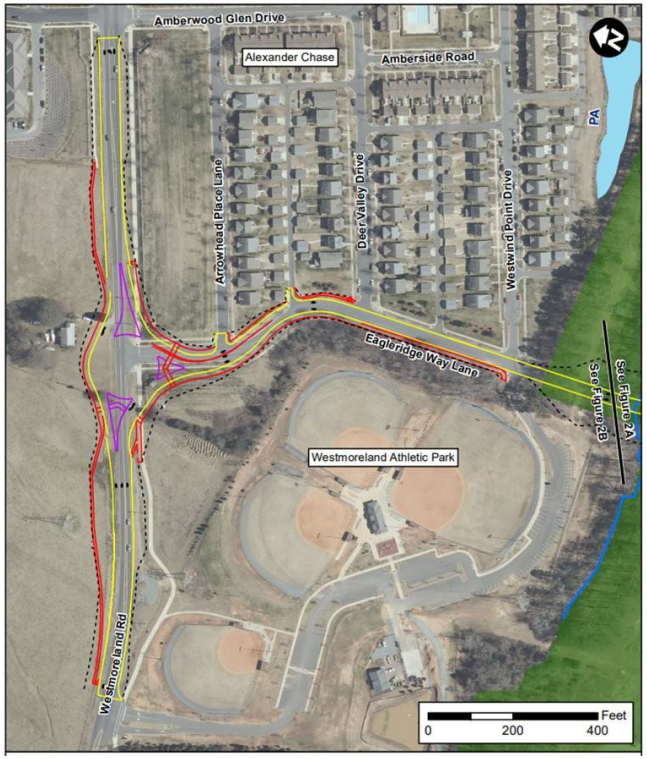


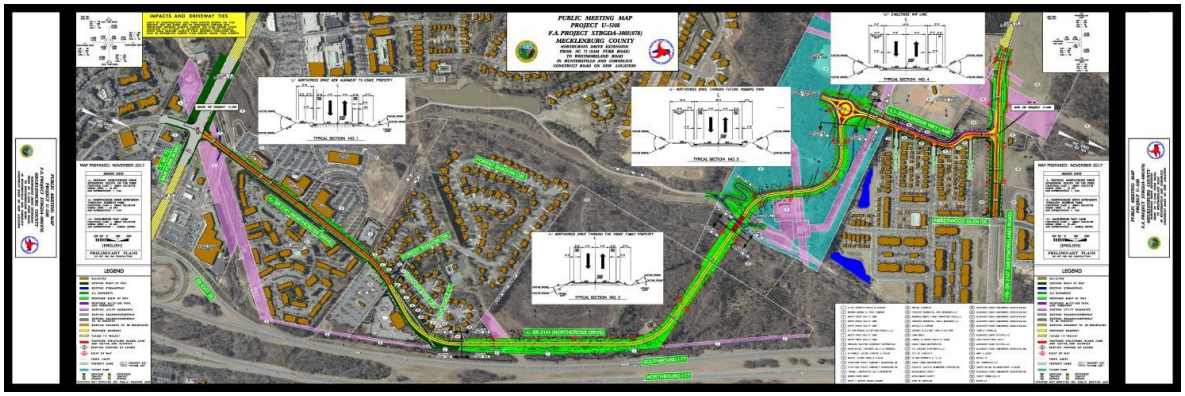
2040 Queues – Comparison





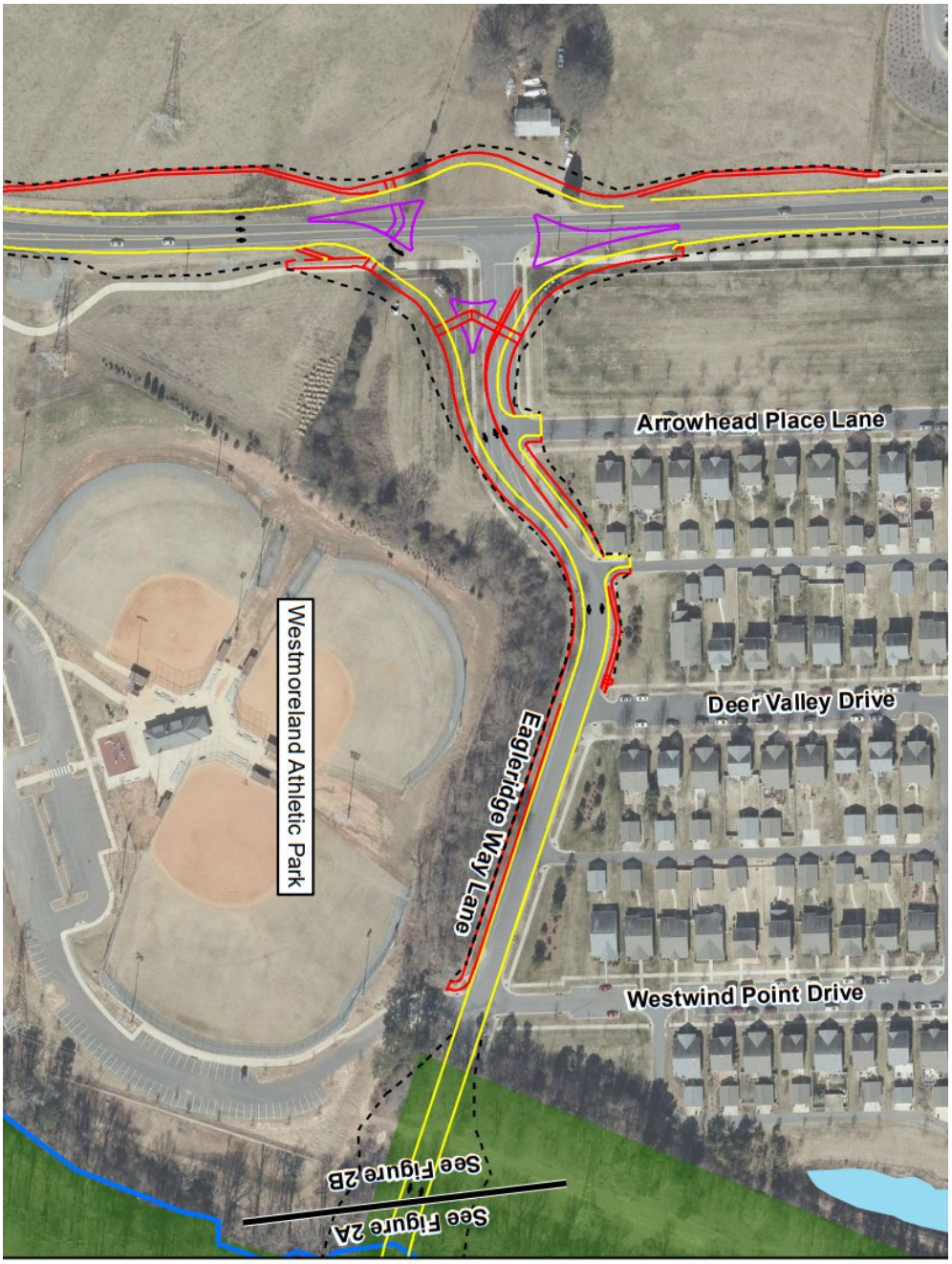
U-5108 Northcross Drive Extension





U-5108 Northcross Drive Extension

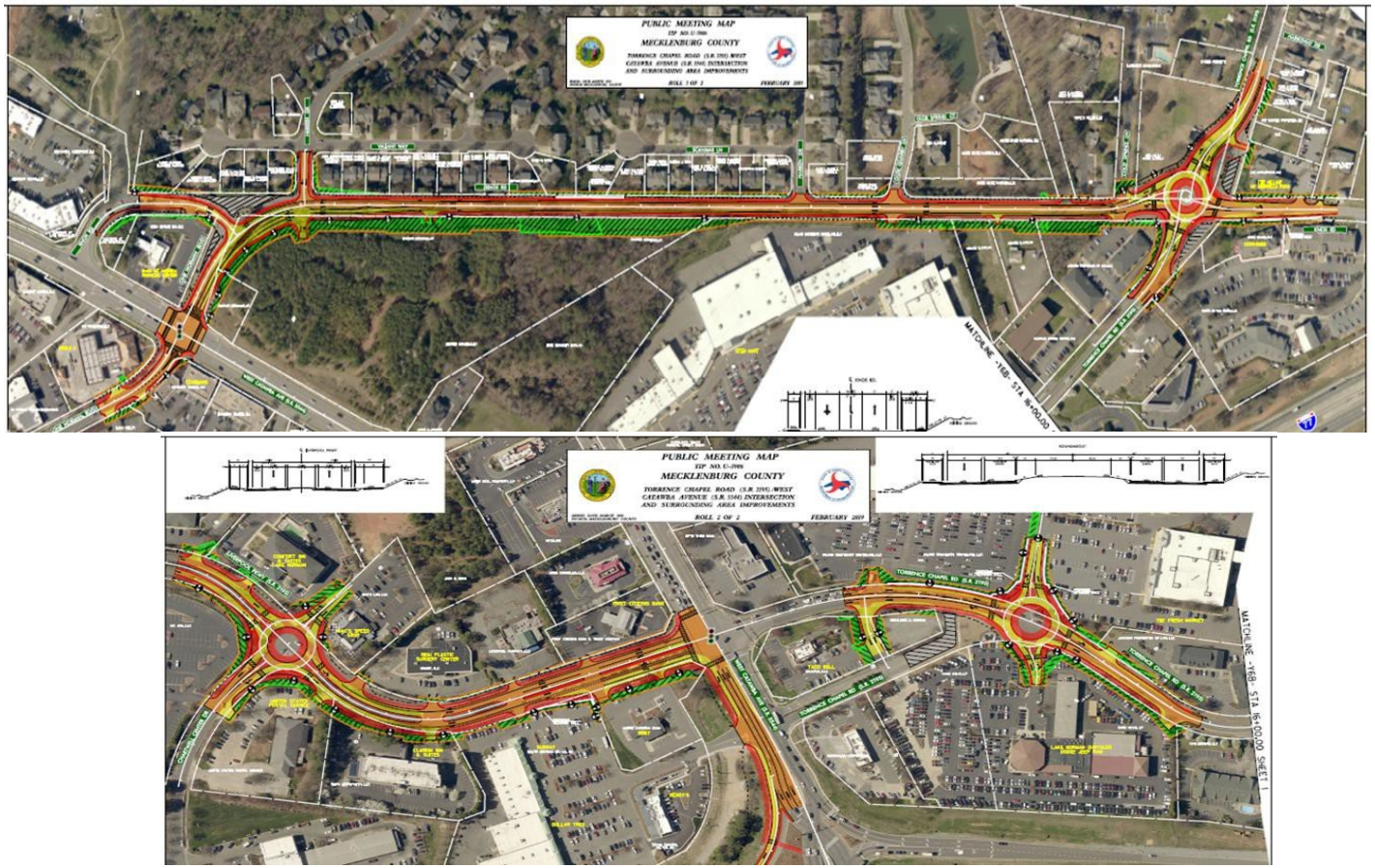
- Current NCDOT STIP Budget: $15,213,500
- According to Memorandum of Agreement, the Town is responsible for $2,023,000 prior to construction and 50% of all costs exceeding the STIP Budget. Estimated overruns $1,133,708.
- Updated Total project Cost (including escalation and contingency) = $21,082,994
- Town's Remaining Share (without discretionary funding) = $4,957,747
- Town's Remaining Share (with discretionary funding @50%) = $3,490,374
- Project bidding and contract to occur fall 2023.


Arrowhead Place Lane
Deer Valley Drive
Westwind Point Drive
Eagleridge Way Lane
Westmoreland Athletic Park
See Figure 2B
See Figure 2A

U-5108 Northcross Drive Extension

- Purpose and Need
  - Additional north-south connectivity
  - Provides connections for Bailey Road fly-over and support east-west connectivity
  - Opens up land locked land for non-residential development

U-5906 Torrence Chapel



U-5906 Torrence Chapel

- Current NCDOT STIP Budget: $16,844,250
- According to Memorandum of Agreement, the Town is responsible for all costs exceeding the STIP Budget. Estimated Overruns $1,970,582.
- Updated Total project Cost (including escalation and contingency) = $25,627,684
- Town's Remaining Share (without discretionary funding) = $8,783,434
- Town's Remaining Share (with discretionary funding @50%) = $4,391,717

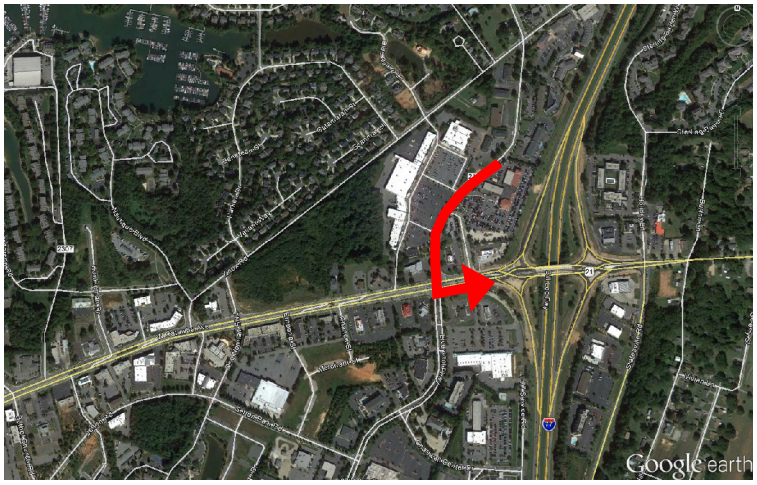
- Intersection Overall
  - Today(no project) AM LOS C(26.0) PM LOS E(56.7)
  - Completion w/ left turns AM LOS C(28.1) PM LOS D(40.6)
  - Completion eliminate left turns AM LOS C(21.1) PM LOS C(29.7)
- Liverpool intersection at West Catawba upon project completion
  - With left turns AM LOS E(59.7) PM LOS E(62.8)
  - Eliminate left turns AM LOS D(35.3) PM LOS C(34.2)
- Torrence Chapel intersection at West Catawba upon project completion
  - With left turns AM LOS E(58.8) PM LOS E(71.4)
  - Eliminate left turns AM LOS D(53.8) PM LOS E(59.3)

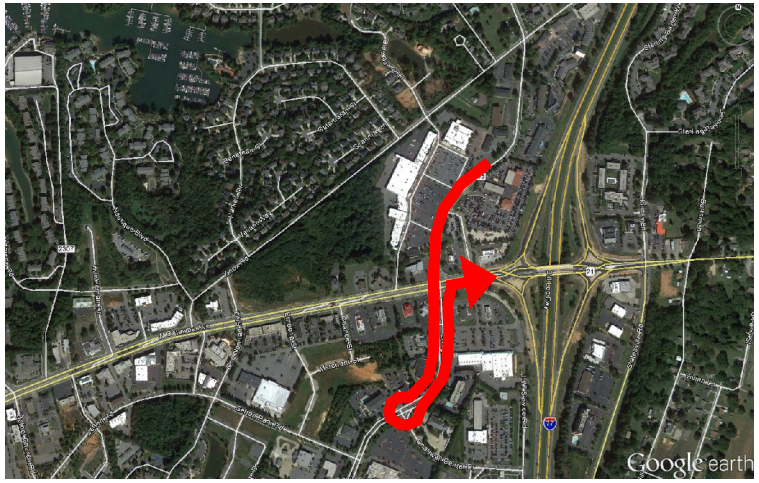
Preferred Alternative Delay/LOS Benefits 2040

- Decreased delay at intersections
- Improved Level of Service

INTERSECTION	2040 PM Peak				
	NO-BUILD		PREFERRED ALTERNATIVE		
	Delay (sec)	LOS	Delay (sec)	LOS	
W Catawba Ave & Liverpool Pkwy/Torrence Chapel Rd	130.0	F	43.3	D	- 67%
W Catawba Ave & One Norman Blvd/Knox Rd	63.2	E	53.9	D	- 15%

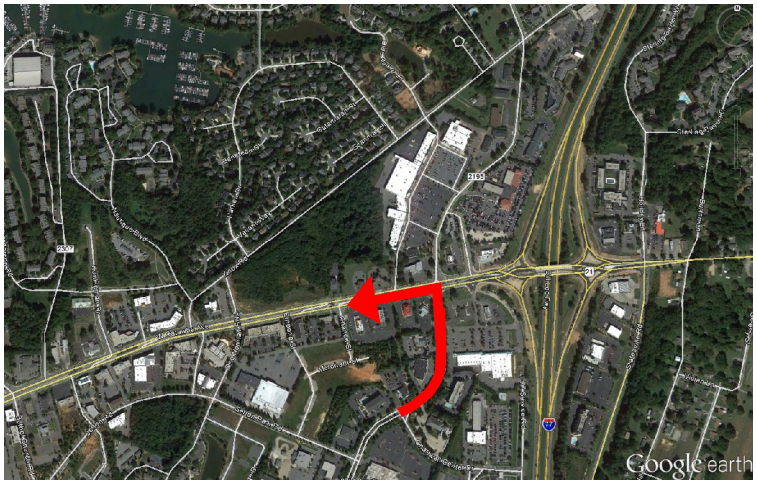
Preferred Alternative Travel Time Benefits
Torrence Chapel Rd 2040





ROUTE NAME	2040 PM Peak		
	NO-BUILD TRAVEL TIME	PREFERRED ALTERNATIVE TRAVEL TIME	
Southbound Torrence Chapel Rd to DDI	11 min, 34 sec	3 min, 58 sec	- 66%

Preferred Alternative Travel Time Benefits
Liverpool Pkwy 2040

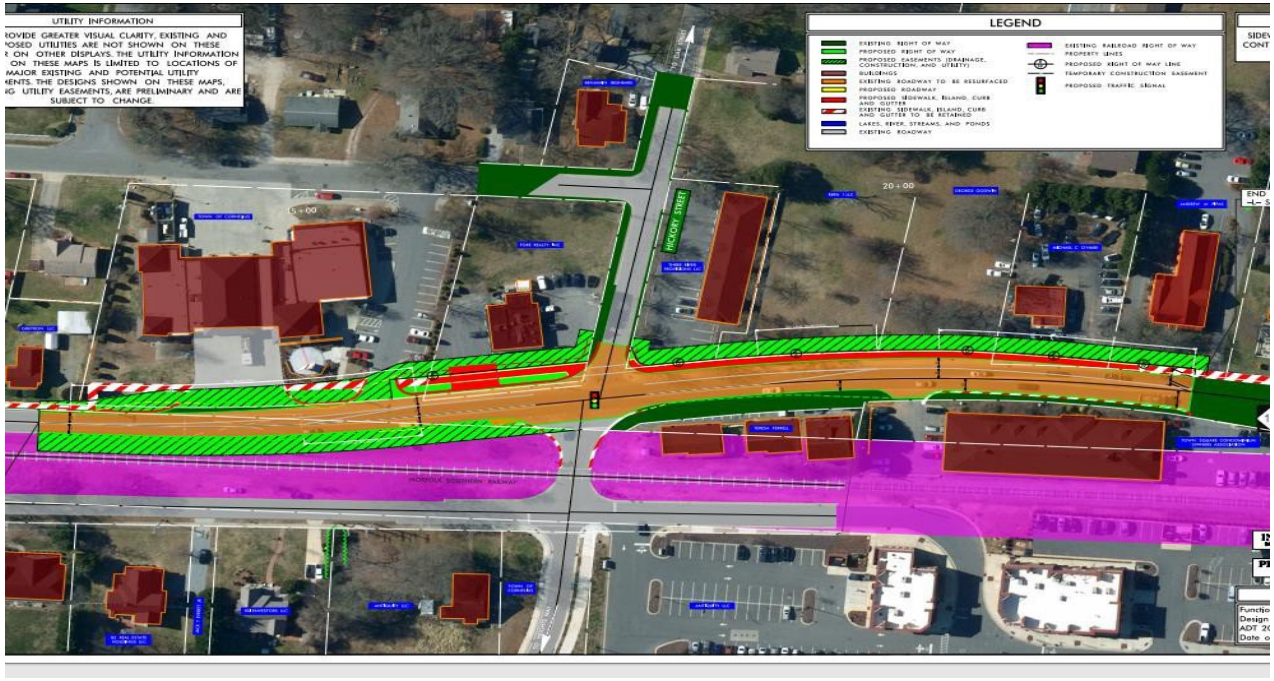




ROUTE NAME	2040 PM Peak		
	NO-BUILD TRAVEL TIME	PREFERRED ALTERNATIVE TRAVEL TIME	
Northbound Liverpool Pkwy to Knox Rd	11 min, 26 sec	3 min, 27 sec	- 70%

- Town needs to notify NCDOT if we will agree to roundabouts and
- Knox Road improvements.
- Town has also been asked to reconsider and render an opinion regarding the left turning movements at Torrence Chapel and West Catawba upon completion of the roundabouts.
- Schedule: Bidding and Contract on hold, but could be Spring 2024

C-5613J Hickory Street Signal





C-5613J Hickory Street Signal

- Current NCDOT STIP Budget: $1,497,416
- According to Memorandum of Agreement, the Town is responsible for 33% of the original costs, which was a CMAQ grant, which totals $494,151 in addition to all costs exceeding the STIP Budget. Estimated Overruns: $1,402,584.
- Updated Total project Cost (including escalation and contingency) = $3,740,130
- Town's Remaining Share (without discretionary funding) = $2,647,849
- Town's Remaining Share (with discretionary funding @50%) = $1,526,492
- Project bidding to occur 2023.Project contract April 2024.

C-5613J Hickory Street Signal

- Purpose and Need
  - Safety with signal
  - Improved mobility for Hickory to US 21 (east/west connectivity) and alternate to Catawba Avenue
  - Emergency pre-emption

Bailey Road Extension



Bailey Road Extension

- Current NCDOT STIP Budget: $7,186,000
- According to Memorandum of Agreement, the Town is responsible for $1,032,000 now prior to right-of-way, $2,388,000 prior to construction and 51% of all costs. Estimated Overruns $5,815,171.
- Updated Total project Cost (including escalation and contingency) = $19,180,628
- Town's Remaining Share (without discretionary funding) = $15,414,628
- Town's Remaining Share (with discretionary funding @50%) = $9,537,260

Bailey Road Extension

- Purpose and Need
  - Improves safety at dangerous curve on existing Bailey Road.
  - Improves access to current industrial zoned properties on Bailey Road.
  - Reduces traffic at Oakhurst, Greenway crossing ad businesses at Bailey/US21.
  - Opens up valuable land for better development along US 21.
  - Connects to future Bailey Road flyover and provides better east/west connectivity, especially with the pending Westmoreland Interchange.

- Town needs to notify NCDOT if we are in agreement with projected overages in order to keep project on schedule.
- Project bidding and construction fall 2024.

- Costs for All Six Projects

- Total project Costs = $113,341,099

- Town's Remaining Cost (w/out disc. funding) = $50,955,571(45%)*
- Town's Remaining Cost (w/ disc. funding) = $28,521,799(25%)*

- *Town will budget additional contingency and inflation.

Staff Recommendations

1. Town applies for 50% discretionary funding for all six projects
2. Catawba/US 21 moves forward even though Town does not know outcome of discretionary funding awards at this time.
3. Torrence Chapel/West Catawba – adding roundabouts back to project and removing left turns at project completion.
4. Move forward with Bailey Road Extension.

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

. Downtown Master Plan

To: Mayor Washam and Commissioners

From: Rox Burhans, Planning Director

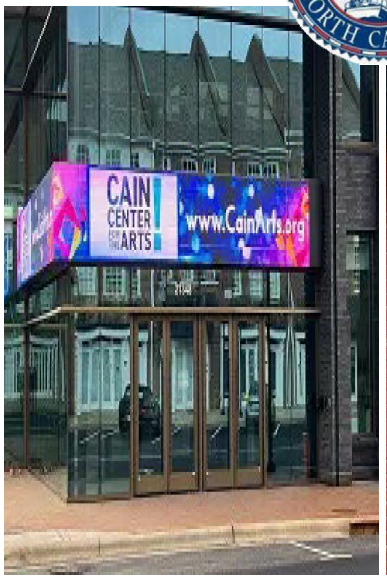
Action Requested:
Hear presentation on developing a master plan for Downtown Cornelius. Downtown Cornelius has received significant public and private investment and is on the cusp of growing into a regional destination for arts, culture, and commerce. Development of a plan that can harness this existing investment and create a road map for future growth and community development is essential to ensure the long term success of Downtown Cornelius.

Staff previously made a presentation to the Town Board on August 7th regarding preparing a master plan. Feedback from the Town Board was for staff to take on a larger role in the project to reduce consulting fees. Staff has coordinated with a consultant regarding a potential hybrid project scope of work that would share duties between the consultants and staff. Staff would like to update the Town Board on this potential project framework before taking any further actions.

Manager's Recommendation:
Hear a follow up presentation on developing a Downtown Master Plan based on previous Town Board feedback.

ATTACHMENTS:
TB 10-2-23 Downtown MP Presentation 2.pptx









CORNELIUS
DOWNTOWN MASTER PLAN

Overview

August 17th Town Board discussion

- Discussed development of a consultant-led master plan
- Agreed a master plan is needed
- Requested an alternative framework to reduce costs
  - Received additional feedback



Develop a new plan framework

- Hybrid arrangement between consultant and staff
- Organized around a close partnership

Goal for today is to determine if this meets your expectations and should move forward.

Partnership Overview

Three Elements:

- Principal consultant for general plan preparation
  - Local consultant from small firm
    - ✓Accessible and affordable
  - Experienced with small towns/downtowns

- Specific town staff roles

- Subconsultants for narrowly-defined, specialty roles



Partnership Roles and Responsibilities

Principal Consultant Roles

- Plan/Document preparation
  - Land Use and placemaking/site planning
  - Pedestrian improvements
  - Streetscape
  - Branding
  - Code changes
  - Public hearings
  - Other
- Manage subconsultants (as needed)
  - Transportation
  - Market analysis
  - Parking

Town Staff Roles

- Manage/facilitate public engagement
  - Citizen survey
  - Stakeholder interviews
  - Community meetings
  - Special events
- GIS Mapping
- Community Survey
- Select subconsultants and define roles (as needed)
- Establish and manage project website and social media campaign

Cost Structure

Approximate Budget Estimates

- Principal Consultant: $45,000
- Sub Consultant Pool: $25,000
  - o Market Analysis
  - o Transportation
  - o Parking
- Citizen survey (in-house)

$70,000 +/- Total Budget

Town staff role saves approximately $30,000



Public Engagement



Next Steps



- Select principal consultant and develop SOW
- Town Board contract approval (likely November TB Mtg)
  - Contract exemption from procurement process (under $50k)
- Budget Amendment
- Town Board approval of subconsultant agreements (also exempted)
  - Approved on individual basis with defined SOW
  - Subconsultant cost is TBD based upon the determined need & scope

Questions?

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

6.A. National Arts & Humanities Month

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:
The Arts and Science Council has requested that the Town of Cornelius recognize the month of October as National Arts and Humanities Month as arts and humanities help community members explore their diverse history and culture with the support and creativity of large, midsize and small cultural organizations, creative individuals, educational institutions, and local businesses.

Manager's Recommendation:
Execute a Proclamation recognizing October as National Arts and Humanities Month and present a copy to ASC representatives.

ATTACHMENTS:
NAHM 2023 Cornelius Proclamation.docx

MAYORAL PROCLAMATION
NATIONAL ARTS AND HUMANITIES MONTH
OCTOBER 2023

WHEREAS, the month of October has annually been recognized as National Arts and Humanities Month by thousands of arts and culture organizations – including the Arts & Science Council, the local arts agency of Mecklenburg County – and by communities, counties, and states across the country for nearly 30 years; and

WHEREAS, the arts and humanities help community members explore their diverse history and culture with the support and creativity of individual creatives, educational institutions, local businesses, and cultural organizations of all sizes – including the Cain Center for the Arts, the Lake Norman region's community arts hub in Cornelius; and

WHEREAS, despite significant losses to the coronavirus pandemic, the creative industries remain among the most vital sectors of the American economy - providing new opportunities for development, and creating jobs and economic activity across sectors; and

WHEREAS, the collective nonprofit arts industry of the Town of Cornelius, surrounding towns, Mecklenburg County and Charlotte strengthens our local economy by generating $243 million in total economic activity annually, $21.6 million in state and local government revenue, and by supporting the full-time equivalent of 7,600 jobs; and

WHEREAS, the arts and humanities embody so much of the accumulated wisdom, intellect, and imagination of humankind, and play a unique role in the lives of our families and our community.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Woody Washam Jr., the Mayor of the Town of Cornelius, do hereby proclaim October as National Arts and Humanities Month in the Town of Cornelius and call upon our community members to celebrate arts and culture and to join in this special observance.

Woody Washam, Jr.
Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Cornelius on this 16th day of October 2023.

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

7.A. Mecklenburg County Homes Program

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:

Mecklenburg County is currently encouraging qualifying home owners to apply for the **HOMES Program** (Helping Out Mecklenburg's homeowners with Economic Support). HOMES provides economic assistance grants up to $426 to qualifying residential homeowners. Application deadline is November 17th for those who qualify.

Manager's Recommendation:
Receive information.

ATTACHMENTS:
7A-HOMES PRESENTATION 9-2023.pptx

HOMES PROGRAM 2023

Jamie Nagle – HOMES Program Supervisor
Yvonne Reed – HOMES Program Coordinator
Mildred Perez – HOMES Program Coordinator

HOMES 2023 SEASON

- The HOMES Program (Helping Out Mecklenburg's homeowners with Economic Support) serves as an ally to Mecklenburg County homeowners who are struggling with the rising costs of owning a home.
- HOMES provides economic assistance grants up to $426 to qualifying residential homeowners.
- Residents within the Charlotte city limits may receive additional grant funding (up to $234), so they could receive up to $660 total!



ELIGIBILITY REQUIREMENTS

- The property must be located within Mecklenburg County, North Carolina.
- The property must be the owner's legal primary residence at the time of application and consistently for the past three consecutive years as verified by recorded legal documents.
- The resident grant recipient's name(s) must be on the recorded deed or title.
- When the qualifying person's name is not on the deed but on a recorded life estate, the person may participate in the program.



Income Limits for the 2023 Program

FY2023 Income Limits (Charlotte HUD Metro Area)								
# of Persons in Family	1	2	3	4	5	6	7	8
Household income must not exceed:	$55,850	$63,800	$71,800	$79,750	$86,150	$92,550	$98,900	$105,300

The HOMES Program application period is July 1, 2023, through November 17, 2023. Applications will be processed on a first-come, first-served basis until funds are exhausted. Applications are available in English and Spanish.

- Paper applications may be mailed or dropped off at:
  Department of Community Resources
  3205 Freedom Drive, Suite 1000, Charlotte, NC 28208

- Paper applications can be obtained from:
  Department of Community Resources
  3205 Freedom Drive, Suite 1000, Charlotte, NC 28208

- County Assessor's Office
  3205 Freedom Drive, Suite 3500, Charlotte, NC 28208

- Apply online MeckNC.gov/4HOMES

HOMES PROGRAM LEADERSHIP

YULONDA GRIFFIN, DIRECTOR
DEPARTMENT OF COMMUNITY RESOURCES

DELISA TOLBERT, DIVISION DIRECTOR
COMMUNITY RESOURCE CENTERS

DENISE SYLES-BALLARD
ASSISTANT DIVISION DIRECTOR
COMMUNITY RESOURCE CENTER-VCW

KENYA HENDERSON
PROGRAM MANAGER
COMMUNITY SERVICES/HOMES

JAMIE NAGLE, SOCIAL WORK PROGRAM SUPERVISOR

HOMES
Helping Out Mecklenburg's homeowners with Economic Support

QUESTIONS



REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

7.B. FY23 Grant Final Report - Senior Community Connections

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:
Representative(s) from SCC will present their final report for the FY23 grant funds awarded by the Town.

Manager's Recommendation:
Receive information.

ATTACHMENTS:
7B-Grant Report (Cornelius) SCC 10.1.23 (1).pdf

Senior Community Connections
Serving Lake Norman

PO Box 327
Davidson, NC 28036
October 1, 2023

Town of Cornelius
21445 Catawba Ave.
Cornelius, NC 28036

Dear Town of Cornelius,

We write in appreciation of your support of Senior Community Connections during the 2022-2023 grant cycle.

We've been looking forward to expanding into Cornelius for several years and are beyond grateful that the Town of Cornelius has graciously welcomed us and identifies with the need for local resources for seniors. Your support helps us continue our mission to provide tangible services such as transportation, help around the home and opportunities for friendship and meaningful connection.

The funding provided by the Town of Cornelius allowed us to begin strategic marketing efforts during the 2022-2023 period. Over the past year, we have seen an impressive increase in awareness, interest and engagement. If it were not for the support provided by the Town, we would not be gaining the current traction we are experiencing or serving as many Cornelius residents. We are also proud of the efforts we've made to bridge important partnerships with various Cornelius organizations and communities.

Thank you again for your support of SCC's mission. We hope to engage in an ongoing dialogue about how we can partner together to enrich the lives of seniors in Cornelius.

Sincerely,

Board of Directors
Senior Community Connections

Senior Community Connections
Serving Lake Norman

July 2022-September 2023 Outcomes

Awareness	**Engagement**	**Membership & Volunteers**
Thirteen social events throughout the grant cycle including events at local sites such as financial literacy workshops, game days at North Meck Rec Center, meals at local restaurants such as Waterman Fish Bar, Brooklyn South Pizza, Maola's and Carolina Cones, a theater outing and pool party	Presentations: American Legion Post 86, North Meck County Rotary, Baileys Glen Partners Established: North Meck Senior Center, Neighborhood Care Center, First Baptist Church, Mt. Zion Church, Smithville Community Coalition, Temple Kol Tikvah, Mt. Zion United Methodist Church	During the grant cycle, SCC increased membership by 53% 33% (or 25) of current members are Cornelius residents 68% (or 17) of Cornelius members joined during the July '22- Sept. '23 period
Meetings/phone conferences with Cornelius key informants including Commissioner, mayor, Communications Director, Police Chief	Social media post engagements increased 77% and page reach increased 84% 37% growth in newsletter subscribers	During the grant cycle, SCC volunteers increased by 49% 21% (or 13) of current volunteers are Cornelius residents 69% (or 9) of new volunteers trained and completed background checks are Cornelius residents, joined during the July '22-Sept. '23 period
Hosted tables and informational booths at Praise in the Park and Jazz Fest	4x increase in membership and volunteer inquiries and applications	Six annual membership scholarships were allocated - Three scholarships to Cornelius residents, three scholarships are awaiting future Cornelius applicants



formerly Davidson Village Network

Town of Cornelius Grant Expenditures

2022 - 2023

Expense Category	Spend as of 7/31/23
Implement public awareness via traditional media: The Herald ads, The Buzz Newsletter ads	$1,026
Digital advertising: Facebook and Nextdoor Ads	$1,578.54
Collateral: design/print brochures, flyers, posters, distribution,mailing, tent for tabling events	$3,270.02
Events in partnership with organizations	$225.44
Scholarships	$1,500
Total:	**$7,600**

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

7.C. FY23 Grant Final Reports - Cain Center

To: Mayor and Board of Directors

From: Andrew Grant, Town Manager

Action Requested:
Executive Director Justin Dionne will present the Cain Center's final report for the FY23 grant funds awarded by the Town.

Manager's Recommendation:
Receive information.

ATTACHMENTS:
7C-Cain Center Final Report Presentation FY23.pptx

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

8.A. REZ 03-23 Champion Tire Expansion

To: Mayor and Board of Commissioners

From: Rox Burhans - Planning Director

Action Requested:
The applicant, Kevin Mahl, is requesting to amend a previously approved conditional zoning on approximately 6.15 acres of property located at 11140 Bailey Road. The parcel is currently vacant and can be identified as Mecklenburg County PID number 00533102. The proposed rezoning is to construct a temporary paved parking lot of approximately 3 acres for Champion Tire that would remain in place for approximately 3-years.

The subject property was previously rezoned in 2016 to a Conditional Zoning District as part of the Circle K rezoning (REZ 08-15). The subject property was approved for commercial use and the property will revert back to this approval after the above 3-year temporary use period (unless extended).

The Planning Board recommended approval with conditions on October 9th. The following changes to the plan and conditions were recommended:

- Add a condition that allows the applicant to request an extension of this temporary use.
- Recommend staff work with the applicant to establish an undisturbed buffer along the western property boundary of approximately 25' in width.

Staff has added a condition to Exhibit B regarding possible extensions of this temporary use. The petitioner will be afforded the opportunity to apply for up to two, one-year extensions based on specific criteria. The applicant is unable to accommodate the requested 25-ft undisturbed buffer along the western property line and would like to discuss this with the Town Board at the public hearing.

Manager's Recommendation:
Approve an Ordinance to amend the zoning map with conditions and a Resolution declaring that REZ 03-23 is consistent with the Town's Land Use Plan and reasonable in the public's interest.

ATTACHMENTS:
Staff Report
Application and Consent Letter
Zoning Map
Land Use Map

Property Map
Vicinity Map
Exhibit A Rezoning Plan
Exhibit B Rezoning Conditions v4-signed.pdf
Exhibit C Existing Facility
Exhibit D REZ 08-15 Rezoning Conditions
Exhibit E REZ 08-15 Rezoning Plan
Exhibit F 2030 Land Use Plan Document
Planning Board Consistency Statement
Ordinance
Resolution
Staff Presentation

REZ 03-23
Champion Tire Expansion

Conditional Zoning Request

Town Board Meeting
October 16, 2023

Staff Contact: Aaron Tucker, Senior Planner

OWNER/APPLICANT: Kevin Mahl
Champion Tire
11106 Treynorth Drive
Cornelius, NC 28031

AGENT: Jay Henson
W&A Engineering
121 Gilead Road
Huntersville, NC 28078

PROPERTY LOCATION: 11140 Bailey Road
PID#: 00533102

PROPERTY SIZE: Approximately 6.15 acres

CURRENT LAND USE: Vacant

PROPOSED LAND USE: Temporary tractor trailer parking lot

EXISTING ZONING: Conditional Zoning (CZ) REZ 08-15

PROPOSED ZONING: Conditional Zoning (CZ)

EXISTING CONDITIONS:

1. *Description of Adjoining Zoning and Land Uses* – As shown on the zoning map, this property is bordered by IC (Industrial Campus) zoning on the north, south and west. To the east, this property is bordered by a CZ (Conditional Zoning) property currently occupied by a Circle K convenience store. To the south and west, this site is bordered by storage and other industrial uses.

2. *Topography and Vegetation* – The topography is generally mild and slopes down from east to west. The majority of this site is currently wooded with the exception of the far east portion, which is a grass field currently.

3. *Infrastructure* – Currently, water and sewer access are available. The proposed parking lot use will not require any connections to existing water and sewer utilities. The site is adjacent to Bailey Road (State maintained) however, no driveway access to Bailey Road is proposed.

STAFF COMMENTS:

1. *Project Overview* – The applicant, Kevin Mahl, is requesting to amend a previously approved conditional zoning on approximately 6.15 acres of property located at 11140 Bailey Road. The parcel is currently vacant and can be identified as Mecklenburg County PID number 00533102. The proposed rezoning is to construct a temporary asphalt parking lot of approximately 3 acres for Champion Tire to use as a semi-truck staging and storage area. The temporary parking area will be permitted to remain for a period of up to 3-years. After which, the site is intended to develop with commercial buildings in accordance with the base CZ approval (CZ 08-15).

   A 50-ft perimeter buffer consisting of existing landscaping supplemented with fencing and additional plantings is proposed along Bailey Road and the Circle K site boundary areas. A 25-ft undisturbed buffer without fencing will be retained adjacent to the Treynorth Business Park site.

   The existing zoning (Conditional Zoning) was established in 2015. This rezoning approval included a Circle K convenience store, which was constructed in 2017. The remainder of the site included two office buildings totaling 33,000 square feet, which have yet to be constructed. The rezoning conditions and site plan associated with REZ 08-15 are included as Exhibit D and E.

   The 6.15-acre site was purchased by the applicant in January of 2023.

2. *Transportation* – The site access point will be constructed to the rear of the existing Champion Tire truck storage facility on Treynorth Drive. No site access will be permitted on Bailey Road or through the existing Circle K site. Staff anticipates a reduction in site traffic on Treynorth Drive, as many Champion Tire trucks are currently stored in Huntersville when not in use. Allowing truck storage on the adjacent property will eliminate the need to continue storing trucks off-site.

3. *Land Use Plan Consistency* – The Land Use Plan adopted by the Town Board on May 1st, 2023, designates this property as Industrial. The proposed development is reasonable and consistent with the primary land uses recommended in the Industrial land use category, as this is an outdoor storage yard adjacent to an existing tire distribution warehouse. A copy of the Industrial land use category is included as Exhibit F.

4. *Planning Board* – The Planning Board reviewed this proposal on October 9th and unanimously recommended approval with conditions. The following changes to the plan and conditions were recommended:
   - Add a condition that allows the applicant to request an extension of this temporary use.
   - Recommend staff work with the applicant to establish an undisturbed buffer along the western property boundary of approximately 25' in width.

   Staff has added a condition to Exhibit B regarding possible extensions to this temporary use based on the Planning Board's feedback. Condition 5C remains as presented to the Planning Board by staff.

STAFF RECOMMENDATIONS:

Staff recommends approval with conditions. The following conditions are included below as Exhibit B.

Enc: Exhibit A: Rezoning Plan
Exhibit B: Rezoning Conditions
Exhibit C: Existing Facility
Exhibit D: REZ 08-15 Rezoning Conditions
Exhibit E: REZ 08-15 Rezoning Plan
Exhibit F: 2030 Land Use Plan Document

TOWN OF CORNELIUS

Planning Department

PO Box 399 | Cornelius, NC 28031 | Phone: 704-896-2461 | Fax: 704-896-2462

Staff Only:
Date Rec'd: _____
Rec'd by: _____
Case #: _____

LAND DEVELOPMENT APPLICATION FORM

1. Application Type

	✔	Fee		✔	Fee
• *Sketch Plan/Plat (Major Sub):*	☐	_____	• *Conditional Zoning (CZ)*	☑	_____
• *Preliminary Plat (Major Sub):*	☐	_____	• *Special Use Permit (SUP)*	☐	_____
• *Final Plat (Major Sub):*	☐	_____	• *Major Architectural Variation*	☐	_____
• *Construction Documents:*	☐	_____	• *Minor Architectural Variation*	☐	_____
• *General Rezoning*	☐	_____	• *Other:* _____	☐	_____

Fee Total: _____

2. Project Information

Date of Application: 9-8-23 Name of Project: Champion Tire Expansion

Location: 11140 Bailey Road Property Size (acres): 6.150 # of Units/Lots: -

Current Zoning: CZ (MPD) Proposed Zoning: CZ (MPD)

Current Land Use: vacant Proposed Land Use: truck parking for adjacent Champion Tire

Tax Parcel Number(s): 00533102

3. Contact Information

Kevin Mahl	Jay Henson (WA Engineering -formerly HensonFoley)
Owner, Applicant, or Developer	Agent(s) (Engineer, Architect, Etc.)
11106 Treynorth Dr	121 Gilead Road
Address	Address
Cornelius, NC 28031	Huntersville, NC 28078
City, State Zip	City, State Zip
704-892-2411	704-875-1615
Telephone Fax	Telephone Fax
K. Mahl Kevin Mahl 9-8-23	
Signature Print Name Date	Signature Print Name Date
Email - Kevin@championre.com	Email - _____

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

☑ **Signed "Original" application**

☑ **Project Fee(s)** – See Fee Schedule

☐ **Written Summary/Description of Request** can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ's, must also describe any variations proposed from the Land Development Code

☑ **Property Survey** (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18" in diameter), and other natural features.

☑ **Site/sketch plan** (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots

☑ **Illustrative (color) site/sketch plan** for presentation purposes with same layers as described above

☐ **Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist** may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis's, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).

☐ **Charlotte Water Capacity Assurance Review Application** Provide copy with application, and send original to CW.

☐ **Illustrative (color) elevations** for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples

☑ **Digital Files** of all items listed above

Toybox Properties, LLC

312 Lakeshore Dr. Mooresville NC 28117

Debbie DeSimone: 704-661-1193 John Benson: 704-999-1296

10-12-23

Dear Town of Cornelius or Whom it May Concern:

I am writing to inform you that I approve of the use of the commercial property at 11105 Treynorth Drive Cornelius, NC, and the proposed plan of the adjacent property for which an access drive is needed by my tenant, Champion Tire & Wheel. As I understand it, the plan to use the adjacent property is merely an extension of the current use on the property at the aforementioned address that Toybox Properties, LLC owns. This connectivity of the two properties should even solidify my long-term relationship with my tenant which is an interest to me.

The current use of Toybox Properties, LLC, by tenant, Champion Tire & Wheel is storage, loading and transport of commercial freight vehicles and reasonably related

commercial activities and there are no issues with that use.

I am also confident that you will take all necessary steps to ensure that the use is conducted in a responsible and respectful manner. I have confidence that my tenant, Champion Tire & Wheel, will do the same.

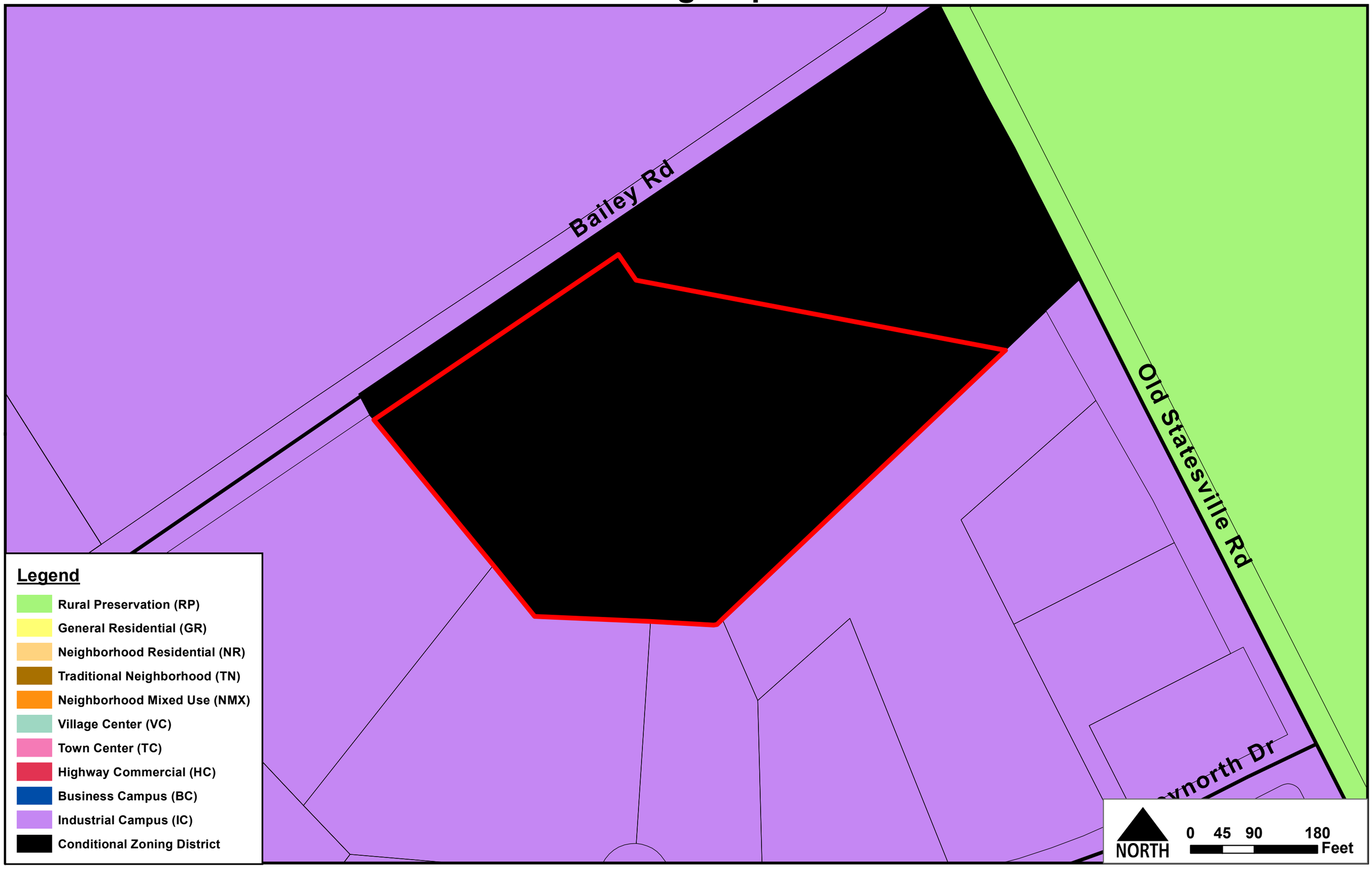
Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Deborah DeSimone

Deborah DeSimone
Manager
Toybox Properties, LLC

Zoning Map


Bailey Rd
Old States
tesville Rd
vnorth Dr
Legend
Rural Preservation (RP)
General Residential (GR)
Neighborhood Residential (NR)
Traditional Neighborhood (TN)
Neighborhood Mixed Use (NMX)
Village Center (VC)
Town Center (TC)
Highway Commercial (HC)
Business Campus (BC)
Industrial Campus (IC)
Conditional Zoning District
NORTH
0 45 90 180
Feet

Land Use Map


Bailey Rd
Old Statesville Rd
Legend
Rural Conservation
Public Parks and Open Space
Low Density Rural
Low Density Single Family
Medium Density Single Family Only
Medium Density Residential
Civic/Institutional
Neighborhood Commercial
Highway Commercial
Urban Mixed Use
Waterfront Mixed Use
Village Center
Town Center
Corporate Office
Business Campus
Industrial
TBD
NORTH
0 50 100 200
Feet

Property Map



Vicinity Map



REZONING PLANS FOR:
CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
CORNELIUS, NC



Sheet List Table	
Sheet Number	Sheet Title
C01	COVER
C02	REZONING SITE PLAN
C03	REZONING GRADING PLAN

REFERENCE IMAGES FOR TRUCKS:









OWNER/DEVELOPER:

CHAMPION TIRE C/O KEVIN MAHL
11106 TREYNORTH DRIVE
CORNELIUS, NC
PH: (704) 892-2500

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

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CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
MECKLENBURG COUNTY, NC
11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: ####

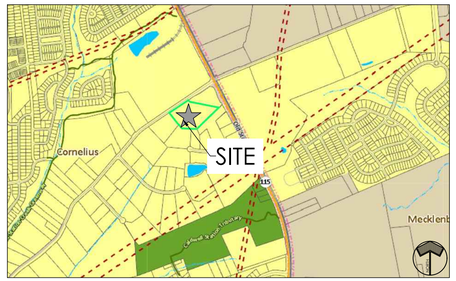
ISSUANCE DATE: ####

HFI PROJECT #: 223050

COVER

C01

N:\223050\Bailey Road Trucking\DWG\Sheets\Rezoning\C01 - COVER.dwg 10-12-23 10:16:01 AM Maria

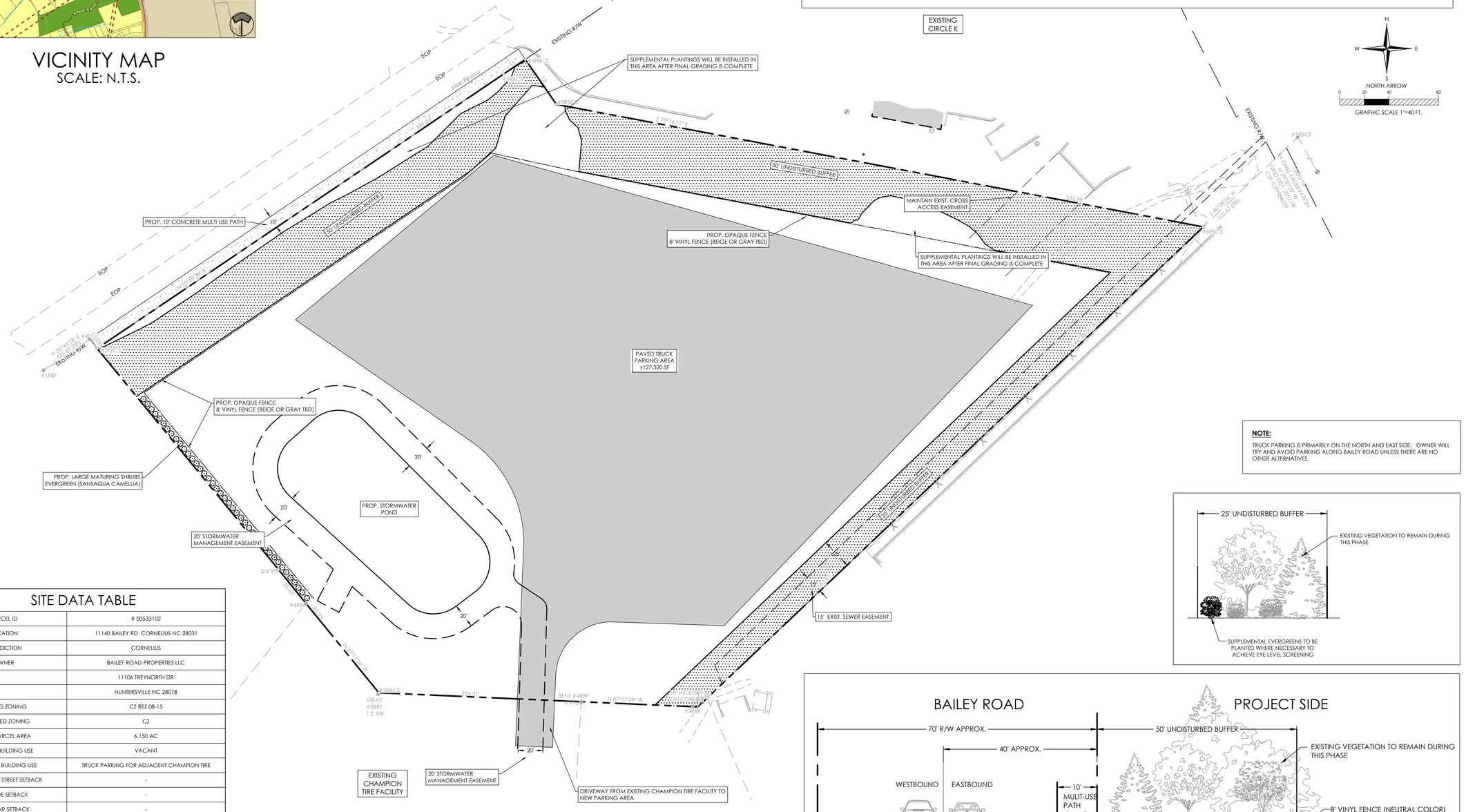


VICINITY MAP
SCALE: N.T.S.

IMPERVIOUS SUMMARY			
ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF TOTAL SITE
TOTAL SITE AREA	267,894 SF	6.15	N/A
EXISTING BUA	0 SF	0.00 AC	0.00 %
EXISTING BUA TO REMAIN	0 SF	0.00 AC	0.00 %
PROPOSED PAVED PARKING	127,320 SF	2.92 AC	47.53 %
TOTAL IMPERVIOUS	127,320 SF	2.92 AC	47.53 %
TOTAL PERVIOUS	140,574 SF	3.23 AC	52.47 %

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO PROVIDE ENOUGH EXPANSION SPACE FOR CHAMPION TIRE & WHEEL AND GOODYEAR RACING FOR TRACTOR-TRAILER STAGING & PARKING TO SUPPORT GOODYEAR'S EFFORTS AS THE EXCLUSIVE SUPPLIER TO THE NASCAR 3 PREMIER SERIES. IT WOULD BE ADJACENT TO THE EXISTING CHAMPION TIRE & GOODYEAR CAMPUS ON TREYNORTH DRIVE.
2. THE EXISTING STAGING & PARKING BEING USED IS LOCATED JUST OFF HWY 115 IN HUNTERSVILLE AND REQUIRES FREQUENT TRIPS BACK-AND-FORTH TO THE CHAMPION TIRE/GOODYEAR FACILITY. THIS PROPOSED PLAN WILL DRASTICALLY REDUCE THE TRUCK TRAFFIC ALONG HWY 115 BY ALLOWING CHAMPION/GOODYEAR TO STAY ON THE SAME SITE WHERE THE TIRES GET MOUNTED AND DISMOUNTED FOR EACH NASCAR RACE.
3. THE PARKING LOT WILL BE DESIGNED TO CONTROL DUST AND EROSION. THE PARKING AREA WILL BE A PAVED SOLID SURFACE THAT IS DUST FREE. OWNER TO DECIDE ON FINAL PAVEMENT MATERIAL; ASPHALT, SEALED STONE, ETC.
4. BUFFERS ARE SHOWN AND ARE TO BE UNDISTURBED WITH THE EXCEPTION OF THE NEED TO GRADE THE 10' CONCRETE MULTI USE PATH ALONG BAILEY ROAD AND ANY STORM DRAINAGE ENCROACHMENTS AND GRADING ADJACENT TO THE EXISTING CIRCLE K SITE. SUPPLEMENTAL PLANTINGS WILL BE INSTALLED IN THESE AREAS AFTER FINAL GRADING IS COMPLETE.
5. NO DRIVEWAYS ARE PROPOSED ON BAILEY ROAD, NC-115, OR CIRCLE K SITE. PLANNED ACCESS WILL BE THROUGH THE BACK OF THE EXISTING CHAMPION TIRE/GOODYEAR FACILITY.
6. CROSS ACCESS EASEMENTS TO THE CIRCLE K PROPERTY WILL REMAIN INTACT ALTHOUGH, FOR SECURITY REASONS, NOT UTILIZED FOR THE PROJECT AT THIS TIME.
7. STORMWATER/EROSION CONTROL MEASURES WILL BE PROVIDED.
8. FENCING FOR SECURITY AND SCREENING WILL BE INSTALLED AROUND THE PARKING FACILITY
9. LIGHTING WILL COMPLY WITH THE ORDINANCE.



SITE DATA TABLE	
PARCEL ID	# 00533102
LOCATION	11140 BAILEY RD CORNELIUS NC 28031
JURISDICTION	CORNELIUS
OWNER	BAILEY ROAD PROPERTIES LLC
	11106 TREYNORTH DR
	HUNTERSVILLE NC 28078
EXISTING ZONING	CZ REZ 08-15
PROPOSED ZONING	CZ
TOTAL PARCEL AREA	6.150 AC
EXISTING BUILDING USE	VACANT
PROPOSED BUILDING USE	TRUCK PARKING FOR ADJACENT CHAMPION TIRE
MIN. FRONT / STREET SETBACK	-
MIN. SIDE SETBACK	-
MIN. REAR SETBACK	-
FEMA MAP NUMBER	3710464200K
FEMA MAP DATE	09/02/2015
SOIL TYPES	HeB(85%) CeB2 (15%)
UNDISTURBED BUFFER REQUIREMENTS	50' BUFFER ADJACENT TO CZ ZONING
	25' BUFFER ADJACENT TO IC(CD) ZONING
ALTERATIONS TO THE CONDITIONAL PLAN ARE SUBJECT TO SECTION 6.207 (ALTERATIONS TO APPROVALS)	
ALL ARCHITECTURAL DESIGN STANDARDS SHALL APPLY	
SITE LIGHTING BY OTHERS & SHALL COMPLY WITH LAND DEVELOPMENT STANDARDS	
PROJECT TO BE DEVELOPED IN ONE (1) PHASE	

NOTE:

TRUCK PARKING IS PRIMARILY ON THE NORTH AND EAST SIDE. OWNER WILL TRY AND AVOID PARKING ALONG BAILEY ROAD UNLESS THERE ARE NO OTHER ALTERNATIVES.

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

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CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC

11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS	
DATE	COMMENT

INITIAL SUB. DATE: ####

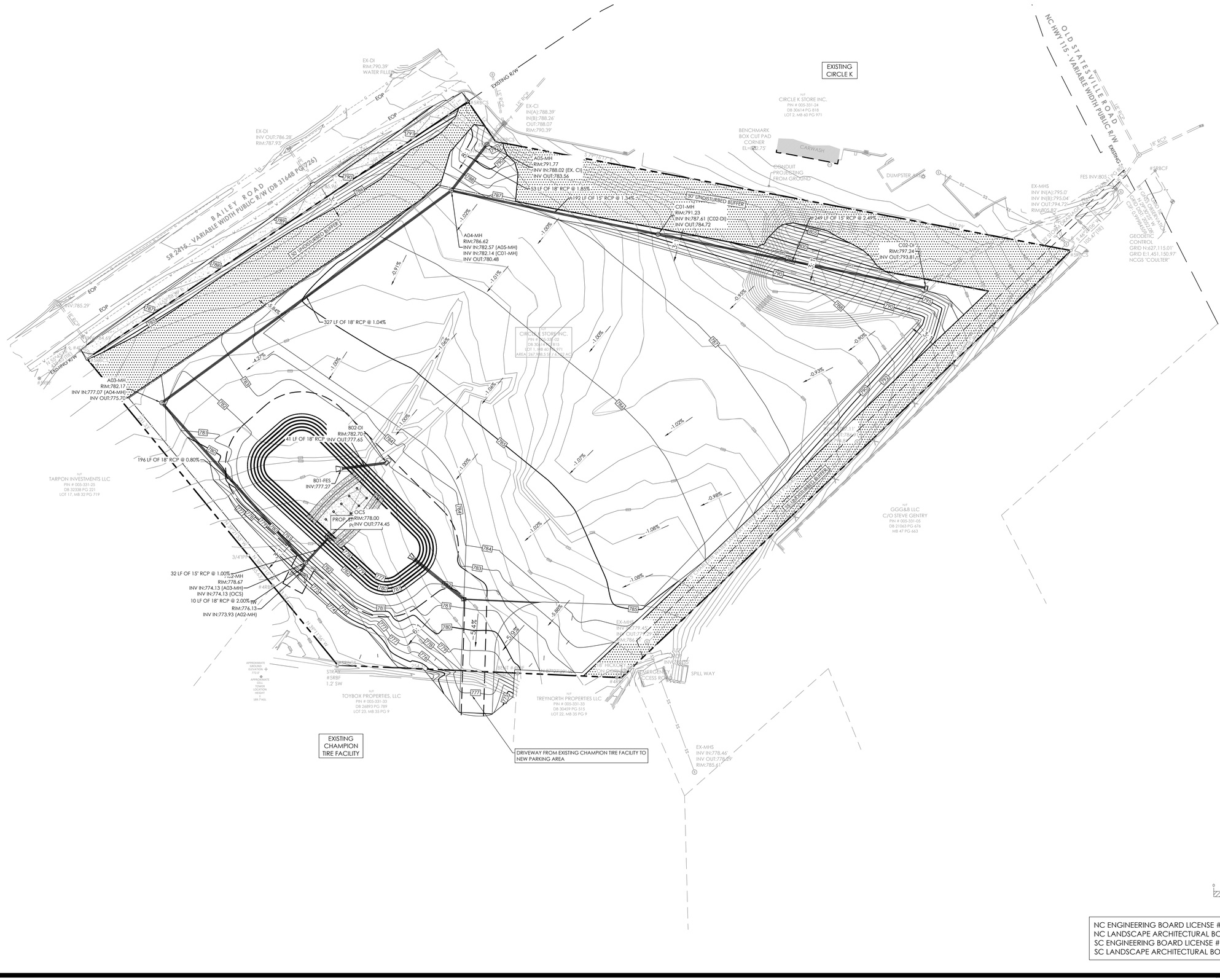
ISSUANCE DATE: ####

HFI PROJECT #: 223050

REZONING PLAN

C02

N:\223050-Bailey Road Trucking\DWG\Sheets\Rezoning\C03 - SITE PLAN.dwg 10-12-23 10:16:17 AM Maria



NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAF 477

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
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121 GILEAD RD
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ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC

11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: ####

ISSUANCE DATE: ####

HFI PROJECT #: 223050

REZONING
GRADING PLAN

C03

N:\223050-Bailey Road Trucking\DWG\Sheets\Rezoning\C06 - GRADING.dwg 10-12-23 10:16:29 AM Maria

Exhibit B

1. *Temporary Use Time Period*: The New Site shall be used solely by the Existing Facility (as identified on Exhibit C) as a truck staging and parking area to support the business of the Existing Facility (i.e. Champion Tire and Wheel) and for no other use or purpose (the "Temporary Use"). On February 1, 2027, the right to use the New Site for the Temporary Use shall expire (unless extended per Condition 2) and the uses on the New Site shall be restricted to those allowed in REZ 08-15 Circle K (subject to permit approvals). Failure to discontinue the temporary storage use after February 1, 2027 or after any approved extensions shall constitute a zoning violation and will be subject LDC Section 14.6 Penalties.

2. *Temporary Use Time Period Extensions*: The owner of the New Site may request up to two, one-year time extensions for the Temporary Use. The extension requests shall be in writing and submitted to the Planning Director a minimum of 30 days prior to the temporary use expiration. The Planning Director is authorized to approve said extensions subject to the following criteria:
    A. The temporary use of the New Site remains in compliance with the conditional zoning approval and Land Development Code; and
    B. The New Site owner is able to document a hardship in identifying an alternative location for the truck staging and parking area; and
    C. The New Site owner continues to own or maintain an active lease for the property the New Site takes access from (Parcel ID No. 00533133).

3. *Temporary Use Access*: There shall be no driveway connection to Bailey Road or the existing Circle K site/NC-115 with this Temporary Use.

4. *Truck Parking Location*: Trucks will be located primarily on the north and east side of the site. The owner shall make a reasonable effort to avoid parking along the Bailey Road frontage unless there are no other alternatives.

5. *Temporary Use Buffer*:
    A. The landscape buffer areas along the northern (parallel to Bailey Road) and eastern (parallel to Circle K and NC-115) property lines shall provide an opaque, year-round screen of the truck staging and parking area at eye level from the adjacent roads and parking areas.
    B. The landscape buffer areas shown on the site plan shall remain undisturbed as part of this Temporary Use. Supplemental evergreen plantings shall be planted throughout the buffer areas (as needed) to achieve an opaque screen and to establish taller growing trees to further screen the trucks. Supplemental plantings shall consist of a combination of tall growing and dense evergreen shrubbery and trees.
    C. Supplementary evergreen trees and shrubs shall be installed along the western property line (abutting Parcel ID No. 00533125) in the event the

existing vegetation is removed from the abutting parcel resulting in the truck staging and storage area being visible from Bailey Road.

6. *Multiuse Path*: The proposed multiuse path along Bailey Road shall be installed prior to occupancy and use of the temporary truck staging and parking area.

7. *Principal CZ Plan and Conditions*: In addition to the above, the applicant is still subject to all applicable conditions from the previous rezoning approval (REZ 08-15). These conditions and associated site plan are included as Exhibits D and E.

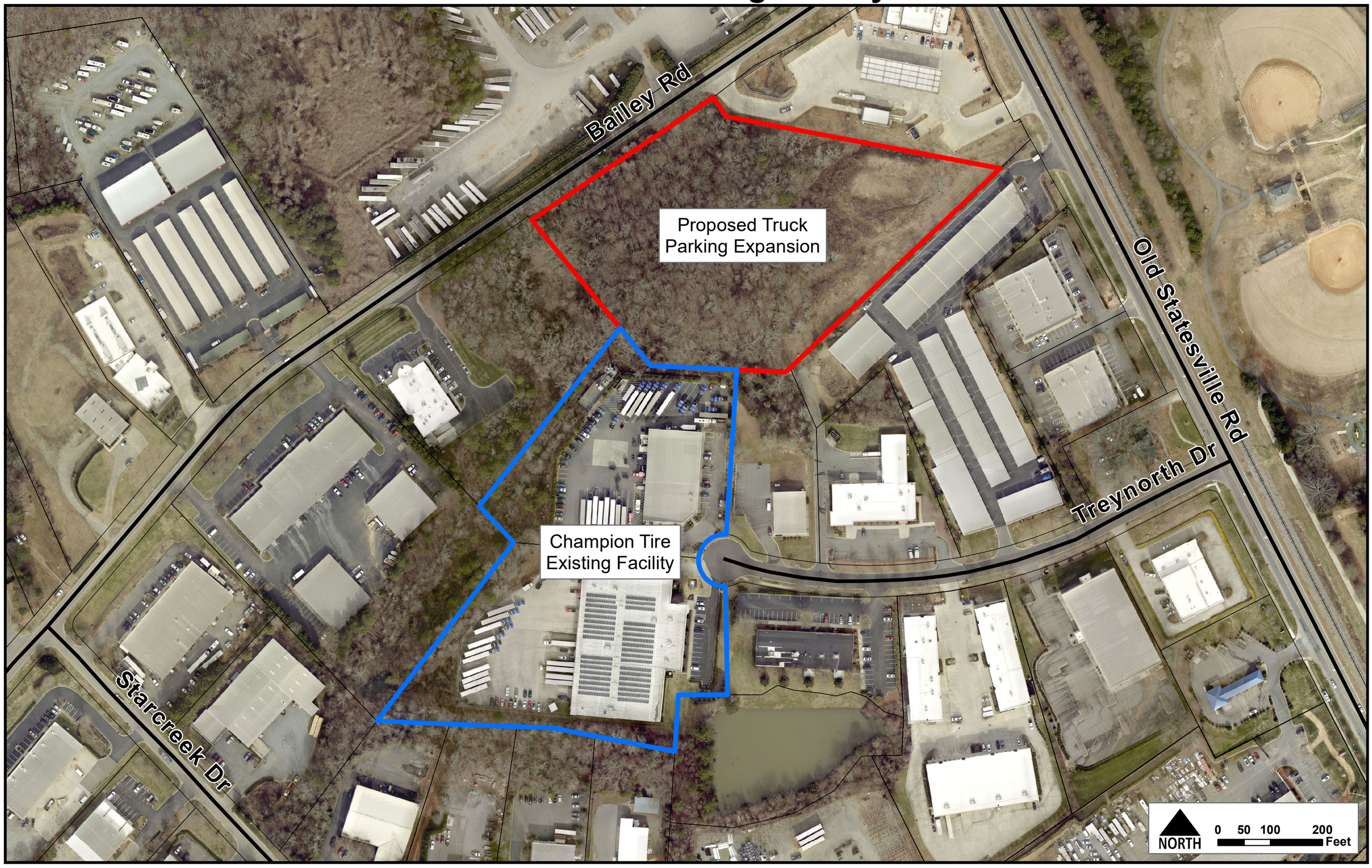
Property Owner Agreement

I (we), Bailey Road Properties, LLC **hereby agree to the rezoning conditions set forth above.**

By: _____

Date: 10-16-23

Exhibit C - Existing Facility



MAYOR

CHUCK TRAVIS

MAYOR PRO-TEM

WOODY WASHAM

COMMISSIONERS

JIM DUKE
DAVID GILROY
MICHAEL F. MILTICH
THURMAN ROSS, JR.

TOWN MANAGER

ANTHONY ROBERTS

Administrative Amendment #1
REZ 08-15
Circle K
Notice of Modified Approval
November 17, 2016

Owner/Developer:	Circle K Stores, Inc. Attn: Taylor Seeloff 2440 Whitehall Park Dr., Suite 800 Charlotte, NC 28273
Acreage:	3.57 acres
Tax Parcel Reference:	005-331-04; 005-331-24, 005-331-02
Location:	Southwest quadrant of the intersection of Bailey Road and Highway 115.
Approved Zoning:	*Conditional Zoning District – Master Planned Development (Circle K)*

Dear Mr. Seeloff:

This correspondence shall serve as approval of the above referenced Administrative Amendment. The Town of Cornelius Planning Director on Monday, November 7, 2016 approved the administrative amendment of the above referenced parcels based on the official application of request, dated November 4, 2016, from yourself, on behalf of Circle K Stores, Inc., as well as the written request for administrative amendment. The administrative approval shall be subject to the following conditions:

1. Town approval is contingent on review and approval by other applicable local, state and federal agencies.
2. Town approval incorporates and shall comply with any and all submittals in the case file and correspondence presented to the board in support of this application, including, but not limited to the following: The site/sketch plan, architectural elevations, and any and all traffic information including traffic memos, transportation impact analysis and recommended transportation plans or improvements recommended by the Town and/or NCDOT.

3. Type B landscape buffer planting with additional trees will be required to accompany the brick screening walls along the parking areas for Phase I. The applicant agrees to continue to work with the Planning Director to establish plantings and design elements for the outdoor seating area that will make it a visually pleasing and inviting focal point for the corner
4. Applicant has agreed to donate necessary ROW for the Town's bond project within two weeks of the amendment effective date.
5. Street trees are required to be shown on the rezoning plan for the entire length of all street frontages. Street trees will be required to be installed by the developer during construction of the project, or a payment-in-lieu of installation must be made prior to construction document approval. The installation or payment-in-lieu of planting the required trees may be conducted as each phase of the project develops.
6. The 10' multi-use path must be shown on the rezoning plan to extend along the entirety of this development's frontage of Bailey Rd. The path must be shown with a planting strip in between the path and the road (place the street trees from the above condition between the path and the road). In order to achieve this, the path may be placed outside of the ROW in an easement. The installation or payment-in-lieu of constructing this path may be conducted as each phase of the project develops.
7. All proposed building elevations must be approved by the ARB.
8. Annexation has been agreed to for the entire property and shall be completed prior to the issuance of any certificates of occupancy.
9. The Town of Cornelius has contracted with Kimley-Horn Engineering for the design of and will be making certain improvements to the intersection of Old Statesville Road and Bailey Road(the "Town Road Improvments"). Circle K has also been required by NCDOT to design and construct certain additional transportation improvements to the same intersection referenced in the NCDOT approved TIA (the "Circle K Road Improvements") which specifically include:
   a. Old Statesville Road and Bailey Rd intersection
      - Construct an additional 50' of storage for the eastbound left turn lane in addition to the 175' of storage to be constructed by the Town of Cornelius, creating 225' of total left turn storage
   b. Old Statesville Road and Site Drive 1
      - Construct a right turn lane on southbound Old Statesville Road with 50' of storage and 100' of taper
      - Provide a concrete median along Old Statesville Road at the proposed site driveway to restrict vehicles to right-in / right-out movement

c. Bailey Rd and Site Drive 2
   - Construct a left turn lane on westbound Bailey Road with 100' of storage and 100' of taper
   - Construct a left turn lane on eastbound Bailey Road for the industrial driveway in between site drive 2 and site drive 3 with 50' of storage and 100' of taper

d. Bailey Rd and Site Drive 3
   - Construct a concrete median along Bailey Road at the proposed site driveway to restrict vehicles to right-in / right-out movements.

10. Reimbursement by Circle K. Circle K acknowledges and agrees that the Town has performed certain engineering and other work related to the Town Road Improvements and the Circle K Road Improvements, and that the Town has incurred total costs in the amount of Fifty nine thousand one hundred and fifty and No/100 Dollars ($59,150.00) (the "Expended Amount") in connection with such work. The Town shall provide an invoice to Circle K reflecting the Expended Amount, and, within thirty (30) days after receiving such invoice, Circle K shall reimburse the Town in an amount equal to the Expended Amount.
11. Assignment of Work Product. Upon Circle K's reimbursement of the Expended Amount, the Town shall, within 30 days, provide to Circle K all drawings, plans, reports and other work product relative to the Property that was paid for as part of the Expended Amount.
12. Remaining Work to be Performed. Notwithstanding anything to the contrary contained in condition #9 above, Circle K and the Town acknowledge and agree that the parties' responsibilities with respect to the remaining work to be completed as follows:
    a. Circle K shall, at Circle K's cost, be responsible for all Circle K Road Improvements as noted above. Circle K shall have until the date that is one hundred and twenty (120) days following the Amendment Effective Date to complete all design and permitting activities necessary with the NCDOT to prepare for the construction of the Roadway Improvements.
    b. The Town shall be responsible for the Town Road Improvements. If provided to the Town, as part of the work performed by the Town's roadway contractor prior to commencement of construction of the Circle K Road Improvements by Circle K, the Town shall, at the Town's cost, provide an as-built survey of the final roadway improvements within 30 days after the completion of same.
13. Timing of Circle K Road Improvements. If the Town constructs the Town Road Improvements, then Circle K's obligations to construct the Circle Road Improvements shall be as follows:

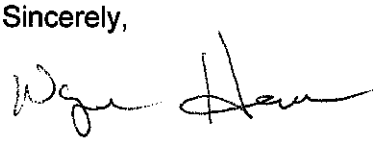
a) If Circle K has received a Certificate of Occupancy and provided the required performance guarantees to Mecklenburg County prior to completion of the Town Road Improvements, then Circle K shall construct the Circle K Road Improvements and have such improvements approved and accepted by the NCDOT within six months of notice from the Town of Cornelius of the Town's completion of the Town Road Improvements.
b) If Circle K has not yet received a Certificate of Occupancy prior to completion of the Town Road Improvements, then the Circle K Road Improvements shall be completed by Circle K prior to the issuance of a certificate of occupancy.

14. If the Town decides not to construct any Town Roadway Improvements, then the Town shall provide a notice to Circle K of its intent to not construct the Town Road Improvements and Circle K's obligations to construct the Circle K Road Improvements shall be as follows:
    a) If Circle K has received a Certificate of Occupancy and provided the required performance guarantees to Mecklenburg County, then Circle K shall have six months from receiving this notice from the Town of Cornelius to construct the Circle K Road Improvements and have such improvements approved and accepted by the NCDOT.
    b) If Circle K has not yet received a Certificate of Occupancy prior to receipt of the notice from the Town, then the Circle K Road Improvements shall be completed by Circle K within six months from receiving this notice from the Town of Cornelius. If a certificate of occupancy is obtained during this six month period while Circle K Road Improvements are in progress, the required performance guarantee shall still be provided in order to obtain the certificate of occupancy.

Construction documents may be submitted electronically and reviewed and approved by the Planning Department and Mecklenburg County LUESA in accordance with the approved site plan and agreed to conditions prior to the issuance of building permits. All required improvements shall be made to the site prior to issuance of Certificate of Occupancy. Any required improvements not completed at the time of the requested Certificate of Occupancy shall be secured with a performance guarantee in an amount determined by the Town of Cornelius and provided through the standard performance guarantee process with Mecklenburg County, unless noted otherwise in the conditions above. Please note that signage is permitted separately and in accordance with Chapter

10 of the Land Development Code. Please call the Planning Department at 704-896-2461 if you have questions.

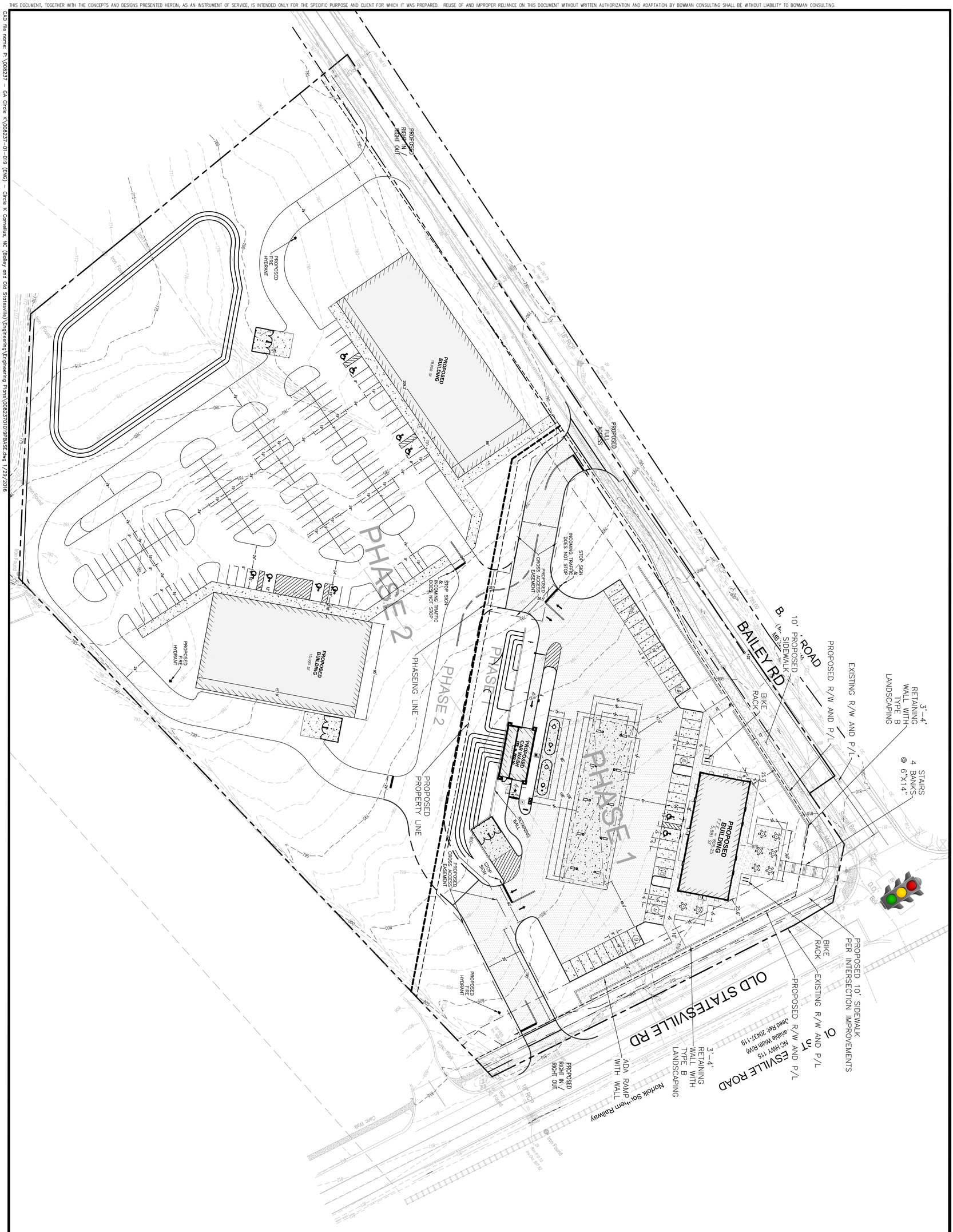
Sincerely,



Wayne Herron, Planning Director

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

CAD file name: P:\08237 - GA Circle K\08237-01-019 (CNO) - Circle K Cornelius, NC (Bailey and Old Statesville)\Engineering\Engineering Plans\08237001SPBASE.dwg 1/29/2016



GRAPHIC SCALE
(IN FEET)
SCALE: 1" = 40'
0 20' 40' 80'

CONCEPTUAL DESIGN

CORNELIUS CIRCLE K

18635 OLD STATESVILLE RD
CORNELIUS, NC 28031

CORNELIUS, NORTH CAROLINA — MECKLENBURG COUNTY

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 232
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

Bowman CONSULTING
Certificate of Authorization License No. 30462

SHEET	1 of 1
FILE	
DATE	29/01/2016
JOB No.	XXXXX-XX-XXX
SCALE	1" = 40'
DESIGN	-
DRAWN	-
CHKD	

DATE	DESCRIPTION

PLAN STATUS: I

Industrial

Industrial centers provide employment opportunities in the Cornelius planning area. Each center supports manufacturing and production uses, including warehousing, light manufacturing, and assembly operations. These areas are found in close proximity to major transportation corridors and are generally buffered from surrounding development by transitional uses or landscaped areas that shield the view of structures, loading docks, or outdoor storage from adjacent properties. Clusters of uses that support or serve one another are encouraged to locate in the same light industrial center.

Primary Land Uses:

- Light manufacturing and assembly
- Processing facilities
- Laboratory
- Warehouse
- Distribution

Secondary Land Uses:

- Small scale commercial uses

Typical Development Characteristics:

- Building Height: 1-2 Stories

Form-Based Review Considerations:
Proposed development requests that exceed the Typical Development Characteristics for building height may be considered under a form-based review. The form-based review shall include, but not be limited to consideration of how the following elements are incorporated into a proposed development request.

1. Affordable Housing
2. Architectural and Site Planning Innovation
3. Open Space and Landscaping (exceeding requirements)
4. Public Amenities
5. Transportation Improvements (vehicular and/or pedestrian)

REASONABLENESS AND CONSISTENCY
OF PROPOSED ZONING MAP AMENDMENTS

REZ 03-23 Champion Tire Expansion

Kevin Mahl, applicant, initiated the process to rezone and develop the property located at 11140 Bailey Road (PID# 00533102), which consists of approximately 6.15 acres, to *Conditional Zoning District* as shown on *Exhibit A*, and to use the property in accordance with the conditions set forth in *Exhibit B*.

The Planning Board considers the proposed map amendment to be reasonable and consistent with the Primary Land Uses shown in the Town of Cornelius Land Use Plan Industrial land use category in that the proposed development is reasonable and consistent with the primary land uses recommended in the Industrial land use category, as this is an outdoor storage yard adjacent to an existing tire distribution warehouse. The Board also finds the proposed map amendment will serve the greater community and region, and is in the public's interest.

Susan Johnson, Planning Board Chair

October 9, 2023

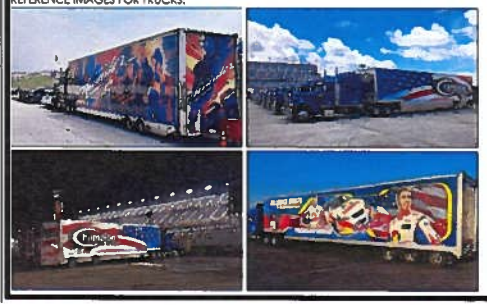
Exhibit A

REZONING PLANS FOR:
CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
CORNELIUS, NC



Sheet List Table

REFERENCE IMAGES FOR TRUCKS:



OWNER/DEVELOPER:
CHAMPION TIRE C/O KEVIN MAHL
11106 TREYNORTH DRIVE
CORNELIUS, NC
PH: (704) 892-2500

W&A ENGINEERING

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
MECKLENBURG COUNTY, NC
11140 BAILEY RD, CORNELIUS, NC 28031

REVISIONS

COVER

C01



VICINITY MAP
SCALE: N.T.S.

SITE DATA TABLE

BAILEY ROAD

PROJECT SIDE

W&A ENGINEERING

131 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 894-9016
WAENGINEERING.COM

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC

11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

NO.	DESCRIPTION

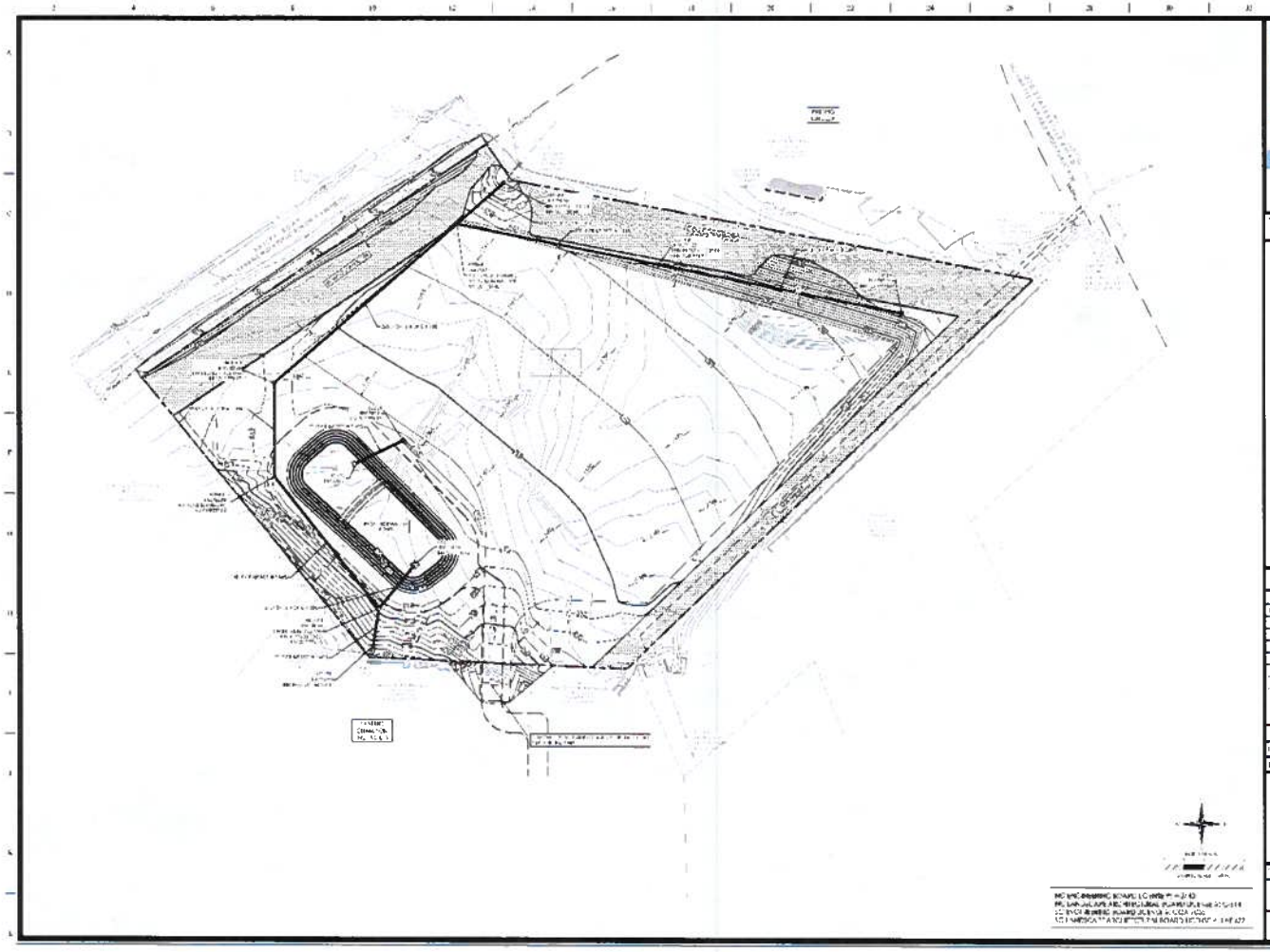
INITIAL SUBMITTAL: ****

RESUBMITTAL: ****

W&A PROJECT # 22-039

REZONING PLAN

C02



W&A ENGINEERING

121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC

11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig.

REVISIONS

NO.	DESCRIPTION

INITIAL SUBMITTAL: [illegible]

RESUBMITTAL: [illegible]

PERMIT #: 25-[illegible]

REZONING GRADING PLAN

C03

Exhibit B

1. *Temporary Use Time Period*: The New Site shall be used solely by the Existing Facility (as identified on Exhibit C) as a truck staging and parking area to support the business of the Existing Facility (i.e. Champion Tire and Wheel) and for no other use or purpose (the "Temporary Use"). On October 16, 2027, the right to use the New Site for the Temporary Use shall and the uses on the New Site shall be restricted to those allowed in REZ 08-15 Circle K (subject to permit approvals). Failure to discontinue the temporary storage use after October 16, 2027 shall constitute a zoning violation and will be subject LDC Section 14.6 Penalties.

2. *Temporary Use Access*: There shall be no driveway connection to Bailey Road or the existing Circle K site/NC-115 with this Temporary Use.

3. *Truck Parking Location*: Truck will be located primarily on the north and east side of the site. The owner shall make a reasonable effort to avoid parking along the Bailey Road frontage unless there are no other alternatives.

4. *Temporary Use Buffer*:
    A. The landscape buffer areas along the northern (parallel to Bailey Road) and eastern (parallel to Circle K and NC-115) property lines shall provide an opaque, year-round screen of the truck staging and parking area at eye level from the adjacent roads and parking areas.
    B. The landscape buffer areas shown on the site plan shall remain undisturbed as part of this Temporary Use. Supplemental evergreen plantings shall be planted throughout the buffer areas (as needed) to achieve an opaque screen and to establish taller growing trees to further screen the tall trucks. Supplemental plantings shall consist of a combination of tall growing and dense evergreen shrubbery and trees.
    C. Supplementary evergreen trees and shrubs shall be installed along the western property line (abutting Parcel ID No. 00533125) in the event the existing vegetation is removed from the abutting parcel resulting in the truck staging and storage area being visible from Bailey Road.

5. *Multiuse Path*: The proposed multiuse path along Bailey Road shall be installed prior to occupancy and use of the temporary truck staging and parking area.

Principal CZ Plan and Conditions: In addition to the above, the applicant is still subject to all applicable conditions from the previous rezoning approval (REZ 08-15). These conditions and associated site plan are included as Exhibits D and E.

Ordinance No. 2023- ____

AN ORDINANCE TO AMEND THE TOWN OF CORNELIUS ZONING MAP

REZ 03-23 Champion Tire Expansion

WHEREAS, the Town of Cornelius has received an application requesting that the zoning classification of parcel of land subject to the zoning regulations of the Town be reclassified; and

WHEREAS, notice of public hearing on the question of the reclassification of the subject parcel has been provided through posting of the property; and

WHEREAS, notice of public hearing on the question of the reclassification of the subject parcel has been provided through advertisement in a newspaper of general circulation in the Town; and

WHEREAS, property owners contiguous to the subject parcels have been notified by first class mail of the public hearing on the question of the reclassification; and

WHEREAS, a public hearing on the question of the reclassification of the subject parcel has been held by the Board of Commissioners of the Town of Cornelius; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Cornelius that Tax Parcel Number 00533102, consisting of approximately 6.15 acres located at 11140 Bailey Road be reclassified as *Conditional Zoning District* as shown on *Exhibit A* and as further subject to the conditions shown on *Exhibit B* attached hereto and incorporated herein by reference.

Adopted this the 16th day of October, 2023.

Woody T. Washam, Jr., Mayor

ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibit A

REZONING PLANS FOR:
CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
CORNELIUS, NC



Sheet List Table	
Sheet Number	Sheet Title
C0	COVER
C1.0	EXISTING CONDITIONS PLAN
C1.1	PROPOSED CONDITIONS PLAN

REFERENCE IMAGES FOR TRUCKS:



OWNER/DEVELOPER:
CHAMPION TIRE C/O KEVIN MAHL
11106 TREYNORTH DRIVE
CORNELIUS, NC
PH: (704) 892-2500

W&A ENGINEERING
CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
LAND SURVEYING · URBAN PLANNING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

ALL RIGHTS RESERVED. THESE PLANS ARE THE PROPERTY OF W&A ENGINEERING, PLLC AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN CONSENT OF W&A ENGINEERING, PLLC. ANY UNAUTHORIZED USE OF THESE PLANS WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO W&A ENGINEERING, PLLC.

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
MECKLENBURG COUNTY, NC
11140 BAILEY RD, CORNELIUS, NC 28031

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REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: 2022
ISSUANCE DATE: 2022

WFI PROJECT #: 223050

COVER

C01

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAR 447



VICINITY MAP
SCALE: N.T.S.

IMPERVIOUS SUMMARY

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF SITE
TOTAL SITE AREA	2078801 SF	47.73	N/A
EXISTING IMPERVIOUS	0 SF	0.00 AC	0.0%
EXISTING IMPERVIOUS TO REMAIN	0 SF	0.00 AC	0.0%
PROPOSED GRAVEL PARKING	1741812 SF	39.99 AC	83.8%
TOTAL IMPERVIOUS	1741812 SF	39.99 AC	83.8%
TOTAL DISTURBANCE	1918574 SF	44.05 AC	92.3%

NOTES:

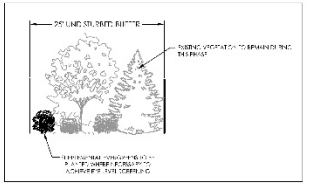
1. THE PURPOSE OF THIS PLAN IS TO PROVIDE FOR EXPANSION, ENLARGEMENT OF AN EXISTING TIRE & WHEEL AND GOODYEAR TRUCK TIRE TRACTOR-TRAILER TRACTOR, & TRAILER TO SUPPORT GOODYEAR'S PROPOSED EXPANSION OF THEIR EXISTING TRUCK TIRE REPAIR FACILITY LOCATED AT 11140 BAILEY ROAD IN CORNELIUS, NC.
2. ALL BUILDING AND ASSOCIATED IMPROVEMENTS SHALL COMPLY WITH THE REQUIREMENTS OF THE CORNELIUS ZONING ORDINANCE FOR THE CAMPUS DEVELOPMENT (CD) ZONING DISTRICT.
3. ALL PARKING, LOADING AND MANEUVERING AREAS SHALL BE PAVED WITH ASPHALT OR CONCRETE AND SHALL BE GRADED TO ENSURE PROPER DRAINAGE. PARKING AREAS SHALL BE MARKED WITH PAINTED LINES AT LEAST FOUR INCHES IN WIDTH.
4. ALL PARKING, LOADING AND MANEUVERING AREAS SHALL BE LOCATED ON THE SAME LOT AS THE USE THEY SERVE.
5. ALL SIGNS SHALL COMPLY WITH THE REQUIREMENTS OF THE CORNELIUS SIGN ORDINANCE.
6. ALL OUTDOOR LIGHTING SHALL BE DESIGNED, LOCATED, AND DIRECTED IN SUCH A MANNER AS TO PREVENT OBJECTIONABLE LIGHT AND GLARE FROM SPILLING ONTO ADJACENT PROPERTIES OR PUBLIC RIGHTS-OF-WAY.
7. ALL DUMPSTER AREAS SHALL BE SCREENED FROM VIEW FROM ADJACENT PROPERTIES AND PUBLIC RIGHTS-OF-WAY.
8. ALL MECHANICAL EQUIPMENT, WHETHER GROUND-MOUNTED OR ROOF-MOUNTED, SHALL BE SCREENED FROM VIEW FROM ADJACENT PROPERTIES AND PUBLIC RIGHTS-OF-WAY.
9. ALL SIGNAGE SHALL COMPLY WITH THE CORNELIUS SIGN ORDINANCE.
10. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CORNELIUS LANDSCAPE ORDINANCE.
11. ALL EXISTING TREES SHALL BE PRESERVED WHERE POSSIBLE.
12. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
13. ALL EXISTING UTILITIES SHALL BE RELOCATED UNDERGROUND.
14. ALL EXISTING UTILITIES SHALL BE RELOCATED UNDERGROUND.
15. ALL EXISTING UTILITIES SHALL BE RELOCATED UNDERGROUND.

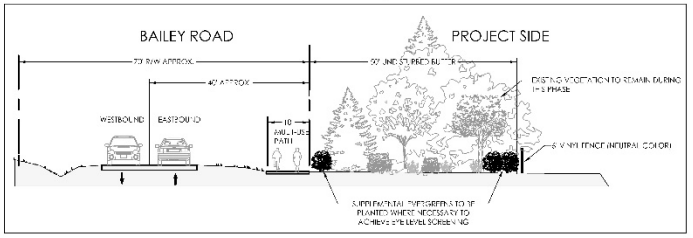
EXISTING CIRCLE

NOTE:

SITE DATA TABLE

PARCEL ID	4230830120
LOCATION	11140 BAILEY ROAD CORNELIUS, NC 28031
JURISDICTION	CORNELIUS
OWNER	BAILEY ROAD PROPERTIES LLC 11140 BAILEY ROAD CORNELIUS, NC 28031
EXISTING ZONING	CD (BPMUD)
PROPOSED ZONING	CD
TOTAL PARCEL AREA	47.73 AC
EXISTING BUILDING USE	VACANT
PROPOSED BUILDING USE	TRUCK TRAILER & TRACTOR TRAILER PARKING FACILITY
MIN. FRONT SETBACK	-
MIN. SIDE SETBACK	-
MIN. REAR SETBACK	-
MAX. BUILDING HEIGHT	50' MAXIMUM
FLOOR AREA RATIO	0.04 (2,000 SF / 47.73 AC)
SOIL TYPES	CHARLOTTE, CHEWACLA,
OPEN SPACE REQUIRED	20% MIN. (9.55 AC)
OPEN SPACE PROVIDED	20% MIN. (9.55 AC)
ALL ARCHITECTURAL DESIGN GUIDELINES APPLY	
ALL EXISTING STRUCTURES SHALL COMPLY WITH THE CORNELIUS NONCONFORMITIES ORDINANCE	
PROPOSED USE: TRUCK TRAILER PARKING	





NC ENGINEERING BOARD LICENSE #: P-0745
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7005
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAR 477

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CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
W&AENGINEERING.COM

ALL DESIGN, MATERIAL, & WORK SHALL BE IN FULL COMPLIANCE WITH ALL APPLICABLE CODES, LAWS, & REGULATIONS. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. ANY DEVIATIONS FROM THESE PLANS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC
11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

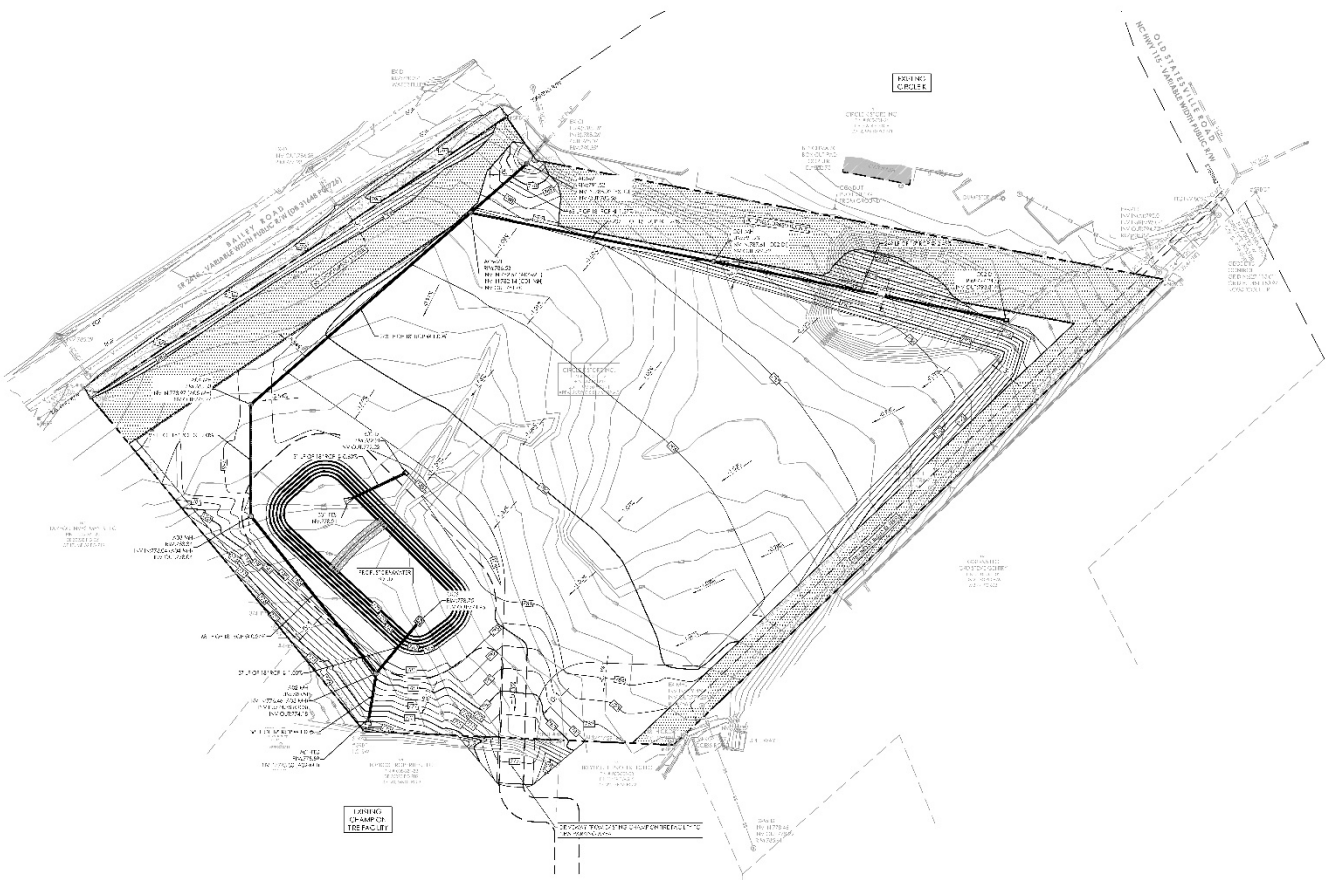
INITIAL SITE DATE: 2/6/25
ISSUANCE DATE: 3/6/25

TEPI PROJECT #: 223050

REZONING PLAN

C02

P:\2022\22305 Bailey Road Truck Parking\CAD\Sheet Files\C02 - SITE PLAN.dwg, 3/6/2025 10:57:59 AM, Mary



W&A ENGINEERING
CIVIL ENGINEERING | LAND DESIGN AND SITE DESIGN
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 876-1616
WAENGINEERING.COM

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC

11149 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SITE DATE: 7/7/25

ISSUANCE DATE: 10/22/25

HH PROJECT #: 223059

REZONING GRADING PLAN

C03

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-65 4
SC ENGINEERING BOARD LICENSE #: COA 4265
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAT 477

Exhibit B

1. *Temporary Use Time Period*: The New Site shall be used solely by the Existing Facility (as identified on Exhibit C) as a truck staging and parking area to support the business of the Existing Facility (i.e. Champion Tire and Wheel) and for no other use or purpose (the "Temporary Use"). On February 1, 2027, the right to use the New Site for the Temporary Use shall expire (unless extended per Condition 2) and the uses on the New Site shall be restricted to those allowed in REZ 08-15 Circle K (subject to permit approvals). Failure to discontinue the temporary storage use after February 1, 2027 or after any approved extensions shall constitute a zoning violation and will be subject LDC Section 14.6 Penalties.

2. *Temporary Use Time Period Extensions*: The owner of the New Site may request up to two, one-year time extensions for the Temporary Use. The extension requests shall be in writing and submitted to the Planning Director a minimum of 30 days prior to the temporary use expiration. The Planning Director is authorized to approve said extensions subject to the following criteria:
    1. The temporary use of the New Site remains in compliance with the conditional zoning approval and Land Development Code; and
    2. The New Site owner is able to document a hardship in identifying an alternative location for the truck staging and parking area; and
    3. The New Site owner continues to own or maintain an active lease for the property the New Site takes access from (Parcel ID No. 00533133).

3. *Temporary Use Access*: There shall be no driveway connection to Bailey Road or the existing Circle K site/NC-115 with this Temporary Use.

4. *Truck Parking Location*: Trucks will be located primarily on the north and east side of the site. The owner shall make a reasonable effort to avoid parking along the Bailey Road frontage unless there are no other alternatives.

5. *Temporary Use Buffer*:
    1. The landscape buffer areas along the northern (parallel to Bailey Road) and eastern (parallel to Circle K and NC-115) property lines shall provide an opaque, year-round screen of the truck staging and parking area at eye level from the adjacent roads and parking areas.
    2. The landscape buffer areas shown on the site plan shall remain undisturbed as part of this Temporary Use. Supplemental evergreen plantings shall be planted throughout the buffer areas (as needed) to achieve an opaque screen and to establish taller growing trees to further screen the trucks. Supplemental plantings shall consist of a combination of tall growing and dense evergreen shrubbery and trees.
    C. Supplementary evergreen trees and shrubs shall be installed along the western property line (abutting Parcel ID No. 00533125) in the event the existing vegetation is removed from the abutting parcel resulting in the truck staging and storage area being visible from Bailey Road.

6. *Multiuse Path*: The proposed multiuse path along Bailey Road shall be installed prior to occupancy and use of the temporary truck staging and parking area.

7. *Principal CZ Plan and Conditions*: In addition to the above, the applicant is still subject to all applicable conditions from the previous rezoning approval (REZ 08-15). These conditions and associated site plan are included as Exhibits D and E.

Property Owner Agreement

I (we), _____, hereby agree to the rezoning conditions set forth above.

By: _____

Date:_____

Resolution No. 2023-_____

RESOLUTION OF THE TOWN OF CORNELIUS BOARD OF COMMISSIONERS PERTAINING TO THE REASONABLENESS AND CONSISTENCY OF PROPOSED ZONING MAP AMENDMENTS

REZ 03-23 Champion Tire Expansion

WHEREAS, Kevin Mahl, applicant, initiated the process to rezone and develop property located at 11140 Bailey Road (PID# 00533102), which consist of approximately 6.15 acres, to *Conditional Zoning District* as shown on *Exhibit A*, and to use the property in accordance with the conditions set forth in *Exhibit B*; and

WHEREAS, the Town of Cornelius Planning Board reviewed and recommended approval of rezoning the above described property on October 9, 2023; and

WHEREAS, the Applicant has agreed to the conditions shown in *Exhibit B*; and

WHEREAS, in accordance with the provisions of North Carolina General Statutes 160D-605, the Town Board considers the proposed plan to be reasonable and consistent with the Primary Land Uses shown in the Industrial land use category of the Town of Cornelius Land Use Plan as this is an outdoor storage yard adjacent to an existing tire distribution warehouse, and the proposed development is reasonable and consistent with existing uses along Bailey Road, and adopts the following statement.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Cornelius Board of Commissioners that the rezoning _____ IS _____ IS NOT consistent with the Town's adopted comprehensive land use plan as proposed and _____ IS ____ IS NOT reasonable and in the public interest.

Adopted this 16th day of October, 2023.

_____
Woody T. Washam, Jr., Mayor

ATTEST:

_____
Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Exhibit A

REZONING PLANS FOR:
CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
CORNELIUS, NC



Sheet List Table	
Sheet Number	Sheet Title
C0	COVER
C1.0	EXISTING CONDITIONS PLAN
C1.1	PROPOSED CONDITIONS PLAN

REFERENCE IMAGES FOR TRUCKS:



OWNER/DEVELOPER:
CHAMPION TIRE C/O KEVIN MAHL
11106 TREYNORTH DRIVE
CORNELIUS, NC
PH: (704) 892-2500

W&A ENGINEERING
CIVIL ENGINEERING · LANDSCAPE ARCHITECTURE
LAND SURVEYING · URBAN PLANNING
ECONOMIC DEVELOPMENT
121 GILEAD RD
HUNTERSVILLE, NC 28078
P: (704) 875-1615
WAENGINEERING.COM

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CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN
MECKLENBURG COUNTY, NC
11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: 2022
ISSUANCE DATE: 2022

WFI PROJECT #: 223050

COVER

C01

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7055
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAR 447



VICINITY MAP
SCALE: N.T.S.

IMPERVIOUS SUMMARY

ITEM	SQUARE FOOT	ACRES	PERCENTAGE OF SITE
TOTAL SITE AREA	2078801 SF	47.73	N/A
EXISTING IMPERVIOUS	0 SF	0.00 AC	0.0%
EXISTING IMPERVIOUS TO REMAIN	0 SF	0.00 AC	0.0%
PROPOSED GRAVEL PARKING	1741812 SF	39.99 AC	83.8%
TOTAL IMPERVIOUS	1741812 SF	39.99 AC	83.8%
TOTAL DISTURBANCE	1918574 SF	44.05 AC	92.3%

NOTES:

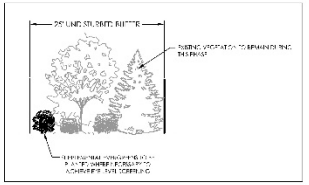
1. THE PURPOSE OF THIS PLAN IS TO PROVIDE FOR EXPANSION, ENLARGEMENT OF AN EXISTING TIRE & WHEEL AND GOODYEAR TRUCK TIRE TRACTOR-TRAILER TRACTOR, & TRAILER TO SUPPORT GOODYEAR'S PROPOSED EXPANSION OF THEIR EXISTING TRUCK TIRE REPAIR FACILITY LOCATED AT 11140 BAILEY ROAD IN CORNELIUS, NC.
2. ALL BUILDING AND ASSOCIATED IMPROVEMENTS SHALL COMPLY WITH THE REQUIREMENTS OF THE CORNELIUS ZONING ORDINANCE FOR THE CAMPUS DEVELOPMENT (CD) ZONING DISTRICT.
3. ALL PARKING, LOADING AND MANEUVERING AREAS SHALL BE PAVED WITH ASPHALT OR CONCRETE AND SHALL BE GRADED TO ENSURE PROPER DRAINAGE. PARKING AREAS SHALL BE MARKED WITH PAINTED LINES AT LEAST FOUR INCHES IN WIDTH.
4. ALL PARKING, LOADING AND MANEUVERING AREAS SHALL BE LOCATED ON THE SAME LOT AS THE USE THEY SERVE.
5. ALL SIGNS SHALL COMPLY WITH THE REQUIREMENTS OF THE CORNELIUS SIGN ORDINANCE.
6. ALL OUTDOOR LIGHTING SHALL BE DESIGNED, LOCATED, AND DIRECTED IN SUCH A MANNER AS TO PREVENT OBJECTIONABLE LIGHT AND GLARE FROM SPILLING ONTO ADJACENT PROPERTIES OR PUBLIC RIGHTS-OF-WAY.
7. ALL DUMPSTER AREAS SHALL BE SCREENED FROM VIEW FROM ADJACENT PROPERTIES AND PUBLIC RIGHTS-OF-WAY.
8. ALL MECHANICAL EQUIPMENT, WHETHER GROUND-MOUNTED OR ROOF-MOUNTED, SHALL BE SCREENED FROM VIEW FROM ADJACENT PROPERTIES AND PUBLIC RIGHTS-OF-WAY.
9. ALL SIGNAGE SHALL COMPLY WITH THE CORNELIUS SIGN ORDINANCE.
10. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CORNELIUS LANDSCAPE ORDINANCE.
11. ALL EXISTING TREES SHALL BE PRESERVED WHERE POSSIBLE.
12. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
13. ALL EXISTING UTILITIES SHALL BE RELOCATED UNDERGROUND.
14. ALL EXISTING UTILITIES SHALL BE RELOCATED UNDERGROUND.
15. ALL EXISTING UTILITIES SHALL BE RELOCATED UNDERGROUND.

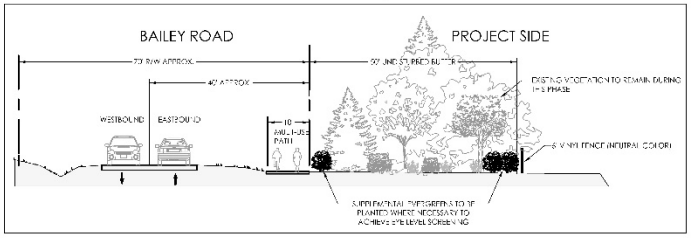
EXISTING CIRCLE

NOTE:

SITE DATA TABLE

PARCEL ID	4230830120
LOCATION	11140 BAILEY ROAD CORNELIUS, NC 28031
JURISDICTION	CORNELIUS
OWNER	BAILEY ROAD PROPERTIES LLC 11140 BAILEY ROAD CORNELIUS, NC 28031
EXISTING ZONING	CD (BPMUD)
PROPOSED ZONING	CD
TOTAL PARCEL AREA	47.73 AC
EXISTING BUILDING USE	VACANT
PROPOSED BUILDING USE	TRUCK TRAILER & TRACTOR TRAILER PARKING FACILITY
MIN. FRONT SETBACK	-
MIN. SIDE SETBACK	-
MIN. REAR SETBACK	-
MAX. BUILDING HEIGHT	50' MAXIMUM
FLOOR AREA RATIO	0.04 (2,000 SF / 47.73 AC)
SOIL TYPES	CHARLOTTE, CHEWACLA,
OPEN SPACE REQUIRED	20% MIN. (9.55 AC)
OPEN SPACE PROVIDED	20% MIN. (9.55 AC)
ALL ARCHITECTURAL DESIGN GUIDELINES APPLY	
ALL EXISTING STRUCTURES SHALL COMPLY WITH THE CORNELIUS NONCONFORMITIES ORDINANCE	
PROPOSED USE: TRUCK TRAILER PARKING	





NC ENGINEERING BOARD LICENSE #: P-0745
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-614
SC ENGINEERING BOARD LICENSE #: COA 7005
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAR 477

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P: (704) 875-1615
W&AENGINEERING.COM

ALL DESIGN, MATERIAL, & WORK SHALL BE IN FULL COMPLIANCE WITH ALL APPLICABLE CODES, LAWS, & REGULATIONS. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. ANY DEVIATIONS FROM THESE PLANS SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC
11140 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

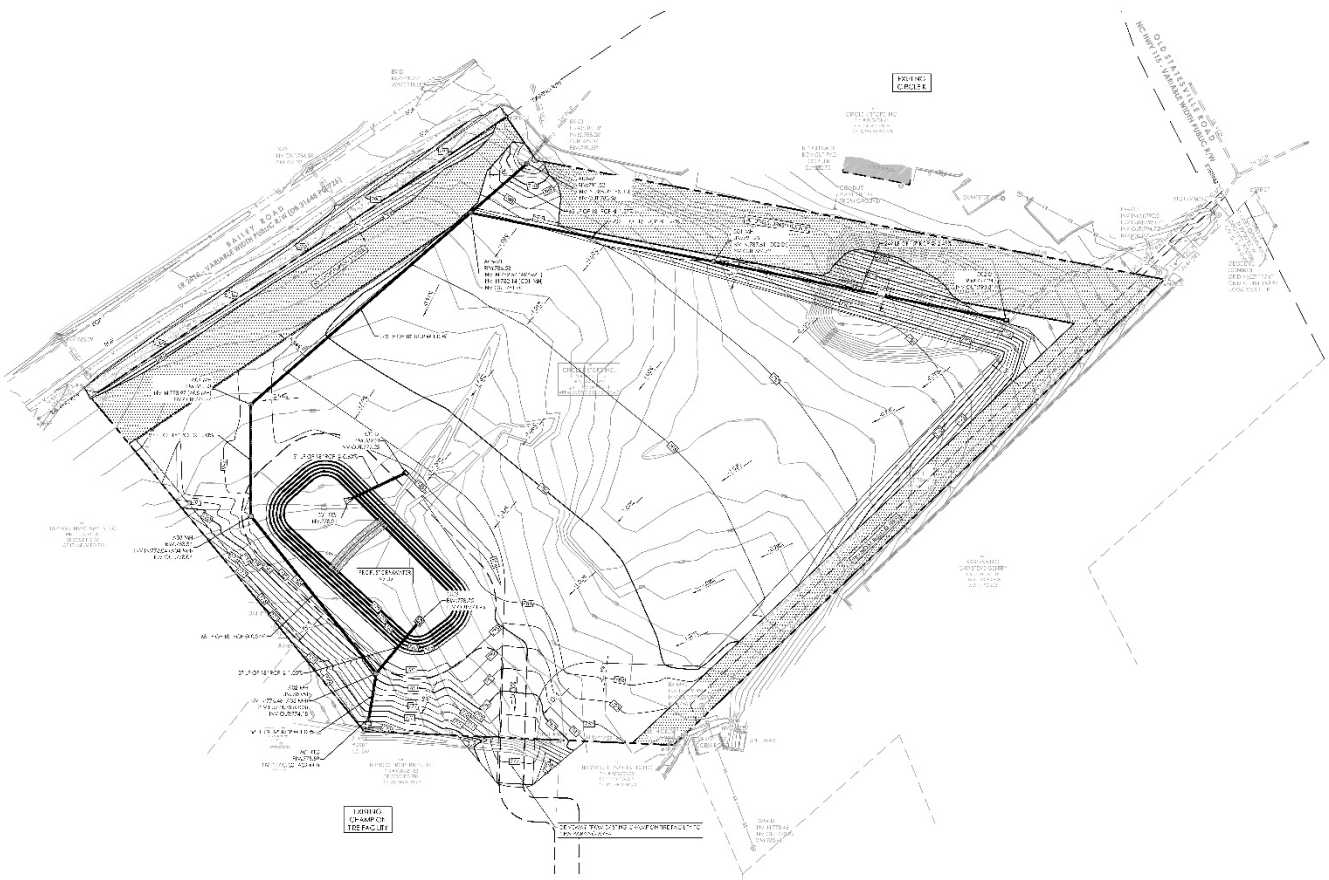
INITIAL SITE DATE: 2/6/25
ISSUANCE DATE: 3/6/25

TEPI PROJECT #: 223050

REZONING PLAN

C02

P:\2022\22305 Bailey Road Truck Parking\CAD\Sheet Files\C02 - SITE PLAN.dwg, 3/6/2025 10:57:59 AM, Mary



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LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
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HUNTERSVILLE, NC 28078
P: (704) 876-1616
WAENGINEERING.COM

CHAMPION TIRE TEMPORARY TRUCK PARKING PLAN

MECKLENBURG COUNTY, NC

11149 BAILEY RD, CORNELIUS, NC 28031

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SITE DATE: 7/7/25

ISSUANCE DATE: 10/22/25

HH PROJECT #: 223059

REZONING GRADING PLAN

C03

NC ENGINEERING BOARD LICENSE #: P-2743
NC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: C-65 4
SC ENGINEERING BOARD LICENSE #: COA 4265
SC LANDSCAPE ARCHITECTURAL BOARD LICENSE #: LAT 477

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Property Owner Agreement

I (we), _____, hereby agree to the rezoning conditions set forth above.

By: _____

Date:_____

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.A. Corvid Cyber Security Contract

To: Mayor and Board of Commissioners

From: Matthew Taylor, Tech Ops Manager

Action Requested:
Due to the cyber incident in July, measures to bolster the Town's cyber security above and beyond its current scope have been a priority. The end result of this research is this request for a MSSP (Managed Security Services Provider) contract with Corvid Cyber Defense, a local cyber security company based in Mooresville, to increase our ability to respond and mitigate cyber threats. The proposed contract allows the Town to utilize trained cyber security professionals, and implement best practice policies for the environment as new threats continue to develop every day, consolidate multiple infrastructure systems into one area of operation, and provide 24/7/365 monitoring to our environment which includes a 24/7/365 primary 911 public safety answering point(PSAP).

Manager's Recommendation:
Approve agreement and provide the Town Manager and Town Attorney the authority to finalize the terms & conditions and execute the contract.

ATTACHMENTS:
Cornelius Corvid Final Draft (10.6.23).docx

CONTRACT FOR SERVICES
(Short Form)

This Contract for Services ("Contract") is made and entered into to be effective _____, 2023 ("Effective Date") between the Town of Cornelius (the "Town") and Corvid Cyberdefense, LLC (the" Service Provider"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Service Provider. The Service Provider agrees to provide comprehensive cyber-security services (the "Services") as more particularly described in the scope and price summary attached hereto and incorporated herein by reference as Exhibit 1 (the "Proposal").

   The term of this Contract shall be from the Effective Date – three years from the "Go-Live Date". The "Go-Live Date" is the date that implementation work (generally described in the Proposal) is completed and accepted by the Town. The Town and Service Provider shall confirm the "Go-Live Date" (and accordingly the annual anniversary and end date of this Contract) in writing upon completion and acceptance of the implementation work.

   This Contract does not grant the Service Provider the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Service Provider (or not at all) at the discretion of the Town.

   The Service Provider shall begin work immediately upon issuance of a written notice to proceed. The Service Provider agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Service Provider represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of the Town. The Town hereby agrees to pay to the Service Provider for the faithful performance of this Contract as follows ("Contract Price"): See Proposal.

3. Town's Project Coordinator. Andrew Grant, the Town Manager, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Service Provider's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.

4. Primary Client Contact for the Service Provider. Jeff Brotherton is designated as the Primary Contact for the Service Provider. The Primary Contact is fully authorized to act on behalf of the Service Provider in connection with this Contract.

5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Officer. The Service Provider to submit invoices on the following schedule: monthly commencing upon the Go-Live Date.

6. Standard Terms and Conditions: The Service Provider agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

DRAFT

7. Federal Funding. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

8. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Service Provider have executed this Contract on the day and year first written above.

Corvid Cyberdefense, LLC
the Service Provider Name

Signature of Authorized Representative Date

the Service Provider's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Cornelius
Owner

Signature of Authorized Representative Date

This instrument has been preaudited in the

manner required by the Local Government

Budget and Fiscal Control Act.

_____

Finance Director

DRAFT

Attachment A

Standard Terms and Conditions
(Service Contracts)

1. Contract Documents. The Service Provider's execution of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for qualifications), and (iv) any other terms and conditions of a written agreement signed by the Service Provider and the Town that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Service Provider and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Service Provider's quotation, acknowledgment, invoice, or in any other communication from the Service Provider to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. Nondiscrimination. During the performance of the Contract, the Service Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
3. Conflict of Interest. The Service Provider represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Service Provider shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
4. Gratuities to the Town. The right of the Service Provider to proceed may be terminated by written notice if the Town determines that the Service Provider, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
5. No Kickbacks to the Service Provider. The Service Provider shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Service Provider has grounds to believe that a violation of this clause may have occurred, the Service Provider shall promptly report to the Town in writing the possible violation.
6. E-Verification. The Service Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
7. Indemnification. The Service Provider shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Service Provider's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Service Provider's breach of the terms and conditions of the Contract. In the event the Service Provider, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Service Provider agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
8. Insurance. Unless such insurance requirements are waived or modified by the Town, the Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Service Provider shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Service Provider shall maintain commercial general liability insurance that shall protect the Service Provider from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Service Provider, the Service Provider shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Service Provider shall also provide any other insurance

or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Service Provider to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Service Provider. If the Contract is terminated by the Town in accordance with this paragraph, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
10. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Service Provider. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Service Provider shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
11. Contract Funding. It is understood and agreed between the Service Provider and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Service Provider receives notice of such availability. Should such funds not be appropriated or allocated, the Town may terminate this Contract immediately providing written notice to the Services Provider. The Town shall not be liable to the Service Provider for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
12. Improper Payments. The Service Provider shall assume all risks attendant to any improper expenditure of funds under the Contract. The Service Provider shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Service Provider shall make such refunds within 30 days after the Town notifies the Service Provider in writing that a payment has been determined to be improper.
13. Contract Transfer. The Service Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
14. Contract Personnel. The Service Provider agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
15. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Service Provider.
16. Relationship of Parties. The Service Provider is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Service Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Service Provider and the Town. Employees of the Service Provider shall remain subject to the exclusive control and supervision of the Service Provider, which is solely responsible for their compensation.
17. Advertisement. The Contract will not be used in connection with any advertising by the Service Provider without prior written approval by the Town.
18. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Service Provider for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Service Provider specifically waives any claim for interest.
19. Background Checks. At the request of the Town's Project Coordinator, the Service Provider (if an individual) or any individual employees of the Service Provider shall submit to the Town criminal background check and drug testing procedures.
20. Confidential Information. Employee Personnel Information: If, during the Service Provider's performance of the Contract, Service Provider should obtain any information pertaining to employees of the Town's personnel records, Service Provider agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Service Provider agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Service Provider in connection herewith or procured, developed, produced, manufactured or fabricated by the Service Provider in connection herewith or procured, developed, produced, manufactured or fabricated by the Service Provider in connection with the Service Provider's performance hereunder (collectively, "Information"). The Service Provider shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Service Provider shall not, without the prior written consent of the Town, reproduce

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any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Service Provider hereunder. Any technical knowledge or information of the Service Provider which the Service Provider shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.

21. Intellectual Property. The Service Provider agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
22. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
23. No Third-Party Benefits. The Contract shall not be considered by the Service Provider to create any benefits on behalf of any third party. The Service Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
24. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
25. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
26. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Service Provider hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Service Provider may not assign, pledge, or in any manner encumber the Service Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

Additional Standard Terms and Conditions for Software as a Service Contracts

1. Definitions.

"Hardware" means the hardware the Service Provider utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

"Hosted Environment" means the Hardware, system software, hosting support software, network connectivity, and facility used by Service Provider to support the Hosted Software Services.

"Hosted Software Services" means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.

"Hosted Software" means the software owned and controlled by Service Provider or Service Provider's third-party contractor that supports the Hosted Software Services.

"Support Services" means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for the Town access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

"Updates" means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software

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functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

"Upgrades" means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Service Provider that includes new features, functions, support or service that were not in place with the immediately prior version.

2. Grant of License. Service Provider grants to the Town for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the "License").

3. Updates and Upgrades. Service Provider will make certain limited and applicable Hosted Software Updates and Upgrades available to the Town at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.

4. Security. Service Provider's Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Data provided to Service Provider by the Town.

5. Warranties. Service Provider warrants the following: (a) Service Provider has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to the Town for any purpose, including without limitation, as an inducement to purchase the Products and Services. Without limiting any other remedies available to the Town under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Service Provider shall, at the Town's option, promptly correct or replace such Hosted Software and, in either case, Service Provider shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Service Provider's expense. The Town reserves the right to reject the Hosted Software and to hold Service Provider responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Service Provider is or becomes aware of a problem with any item of Hosted Software, Service Provider shall notify the Town upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.

6. Effect of Termination and Orderly Transition. Upon termination or expiration of this Contract for any reason, Service Provider will cooperate in good faith with the Town to provide for an orderly transfer of the Products and Services and Confidential Data (as defined in Section 9 of the Additional Standard Terms and Conditions for Information Technology Contracts of this Contract) to the Town or the Town's successor vendor ("*Orderly Transition*") and according to the terms of this section.

a. Scope of Work for Orderly Transition. Within 30 days of notification by the Town that it will transfer Products and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Service Provider's failure to a) cooperate in developing the Orderly Transition scope of work, b) execute an Orderly Transition scope of work, or c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.

b. Time Frame. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Service Provider shall continue to provide Products and Services while the Town migrates its Confidential Data from Service Provider's Hosted Software Services in the Orderly Transition process. Service Provider agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to the Town all of the Confidential Data provided to Service Provider by the Town pursuant to this Contract. Service Provider will provide the Confidential Data in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.

c. Destruction of Confidential Data after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Service Provider agrees that after returning all Confidential Data to the Town pursuant to subsection (b) above it will destroy all remaining copies of Confidential Data and back-up Confidential Data in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within 30 days of completion of Orderly Transition. Service Provider shall provide the Town with a detailed summary of the

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destruction process and standards to be utilized by Service Provider with respect to the Confidential Data, and the Town shall approve such process and standards prior to Service Provider commencing such destruction.

7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Products and Services, Service Provider expressly represents, warrants and covenants that neither the furnishing of Hosted Services to the Town hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.

8. Additional Indemnification. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the Town, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of the Town's choice, relating to or arising from (a) Service Provider's failure to maintain the security and integrity of Confidential Data, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.

9. Data Use. Notwithstanding the foregoing, Service Provider acknowledges and agrees that all personally identifiable information and data generated by the Town or otherwise made available to Service Provider by the Town as a result of the participation of the Town or any of its Affiliates under this Contract is proprietary to and owned exclusively by the Town, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Service Provider (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Service Provider (including without limitation the Products and Services) and whether to, by or through a Service Provider-affiliated ASP or other Hosted Software Services. Confidential Data shall be considered the Town Confidential Information and subject to the provisions of the Standard Terms and Conditions for All Contracts. Furthermore, Service Provider shall not sell, market, or commercialize Confidential Data, create derivative products or applications based on Confidential Data or otherwise use Confidential Data in any manner unrelated to the performance of Service Provider's obligations under the Contract. Service Provider shall not share Confidential Data with any parent or subsidiary company of Service Provider or any other Service Provider-affiliated entity without the express prior written consent of the Town detailing the scope of allowable disclosure. Service Provider agrees that if it breaches this section, the Town may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Service Provider; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.

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EXHIBIT A – SCOPE AND PRICE SUMMARY

Haven™ Cybersecurity Solution Overview for TOWN OF CORNELIUS, N.C:

- 1 – Primary network - Cornelius, NC (other sites linked with direct fiber)
- 235 – 24/7/365 Monitored and Protected Devices – *PC laptops/workstations & Servers*
- 257 – 24/7/365 Protected Email Account Users

Included in Haven Complete Security Package:

Haven Solution

Corvid Cyberdefense provides a military grade adaptive, preventative security platform delivered as a service. It is a fully managed, end-to-end solution, built on industry leading security technologies that are managed by Corvid's highly trained security operations team to include 24/7, U.S.-based monitoring, detection, and response. It was developed to meet the security technology requirements mandated by many common compliance requirements and industry best practices, providing organizations with the same level of preventative security controls as many of the largest, most highly regulated enterprises around the globe.

Managed Technology | Corvid Cyberdefense Implementation & Support

All good security operations are built on three main principles, technology, people, and process. The approach taken by Corvid Cyberdefense when deploying any security technology within an organization is to ensure that these three principles are met from two points of view, Security and Engineering. From a security point of view this is completed by the Security Operations Center (SOC) working in conjunction with the Security Incident & Event Management (SIEM) tool to appropriately triage, assess and respond to events within the client's environment. From an engineering point of view, this requires the implementation team to work with the organization to ensure that the technology is implemented and configured into the organization to complement the technical requirements and minimize threats to the organization. And then the support team continue the efforts to work around the clock to ensure all technologies are up to date to meet industry standards and also compliment the organization change requirements, which can be requested based on the business needs or events identified by the Security Operations Center (SOC).

- Fully Managed Implementation of Security technology
- 24x7 Engineering support
- Custom built configuration to meet organizational unique requirements
- Change request process driven support

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Managed Detection & Response | Corvid Cyberdefense SOC | XDR

Data logs from the cloud security firewall, endpoint protection and email security tools flow into Corvid's Managed Security Information and Event Monitoring (SIEM) system for 24 x 7 x 365 monitoring of security events. The Corvid Cyberdefense Security Operations Center (SOC) provides engineering and security analysis support, threat analysis and investigation, and notification and response of new security events and incidents. Security logs are retained for 90 days and in cold storage for 365 days.

- 24 x 7 x 365 monitoring of security events
- XDR from disparate data sources (Endpoint, Email, Network/Firewall, & AD logs) providing better insight into irregularities and incidents occurring inside a customer's environment.
- Managed security information and event monitoring (SIEM)
- Security log retention for 90 days
- White-glove engineering and security analysis support
- Threat analysis and investigation
- Proactive threat hunting
- Notification and remediation of new security events and incidents
- Analyst(s) in the loop to investigate abnormal occurrences that aren't necessarily flagged by SOAR or other technology specific automation responses.

Managed Network Security | Haven Appliance | HQ Location - 2X deployed in HA

The Corvid Cyberdefense Haven Appliance allows for multiple network security capabilities in one box. Utilizing a virtual Palo Alto Next Generation firewall with advanced network security and cloud sandbox analysis the firewall examines all traffic coming in and out of the network according to a set of policies to allow or deny specific types of traffic (for example, blocking web traffic categorized as gambling). In addition to examining and filtering web traffic, the firewall can examine and manage computer applications and devices connected to the network. Web traffic analysis happens behind the scenes. Typically, the only time a user will be made aware of the firewall is if an attempt is made to access a blocked website, in which case an error page will be displayed.

- Network perimeter connectivity
- Internal network connectivity
- Application identification and control
- User account identification and control
- Threat prevention and detection (IPS/IDS)
- Network based URL/web filtering
- Sandbox forensics for unknown threats
- Actionable threat intelligence
- SSL decryption
- VPN for remote and point to point access
- Cloud Based DNS Security

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- Windows event logging for purpose of monitoring and analyzing events generated by windows systems, domain controllers required.
- Coupled solution with DUO & Haven appliance for 2FA of remote activities and potential implementation of zero trust strategy, requires DUO MFA option.

Managed Endpoint Security | SentinelOne | Singularity Complete License

The SentinelOne® Platform Delivers the Defenses You Need to Prevent, Detect & Undo Threats. SentinelOne delivers differentiated endpoint protection, endpoint detection and response, IoT security, cloud security, and IT operations capabilities - consolidating multiple existing technologies into one solution.

We offer resource-efficient autonomous Sentinel agents for Windows, Mac, Linux, and Kubernetes and support a variety of form factors including physical, virtual, VDI, customer data centers, hybrid data centers, and cloud service providers. Sentinels are managed via our globally-available multi-tenant SaaS designed for ease of use and flexible management that meets your requirements.

SentinelOne is made for Organizations that need modern endpoint protection and control plus advanced EDR features that we call ActiveEDR®. Complete also has patented Storyline™ tech that automatically contextualizes all OS process relationships [even across reboots] every second of every day and stores them for your future investigations. Storyline™ saves analysts from tedious event correlation tasks and gets them to the root cause fast. Singularity Complete is designed to lighten the load on security administrators, SOC analysts, threat hunters, and incident responders by automatically correlating telemetry and mapping it into the MITRE ATT&CK® framework. The most discerning global enterprises run Singularity Complete for their unyielding cybersecurity demands. Complete includes all Core and Control features plus:

- Patented Storyline™ for fast RCA and easy pivots
- Integrated ActiveEDR® visibility to both benign and malicious data
- Data retention options to suit every need, from 14 to 365+ days
- Hunt by MITRE ATT&CK ® Technique
- Mark benign Storylines as threats for enforcement by the EPP functions
- Custom detections and automated hunting rules with Storyline Active Response (STAR™)
- Timelines, remote shell, file fetch, sandbox integrations, and more.
- All ingestion, alerting & response is handled by Corvid cyberdefense agents in our 24x7x365 SOC in Mooresville, NC.

Managed Email Security | Mimecast | S1 License

The Haven email security solution is powered by Mimecast. Mimecast provides email security controls designed to reduce human error and protect end users from advanced threats and attacks. As the top attack vector, email demands the strongest protection.

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Block all email-based threats with AI-powered email security from Mimecast. Whether you need optimized protections out of the box or need to secure a highly-complex environment, Mimecast provides world-class email security tailored to your needs.

Mimecast comes with 20 years of experience as the leader in email security and threat intelligence from 40K customers globally, 1.5B emails inspected daily

Mimecast provides:

- Tailored policy driven email solution for your environment
- Best-in-class email security efficacy
- Block all email-based threats: phishing, spam, ransomware, account takeovers, credential harvesting, zero-day
- Catch even the most sophisticated, hard-to-detect email attacks with AI-powered technology
- Enhance and extend security from your native email security provider
- Empower employees with AI-driven email warning banners
- Analysis of URLs and attachments for vulnerabilities or threats
- Ability to easily send encrypted emails containing sensitive information
- Impersonation protection
- Sandboxing and multilayer detection

Managed Security Services | Haven | Expert Consultation

Inclusive in all Haven security offerings is the ability for our customers to leverage Corvid Cyberdefense's top talent. Whether that is a deep dive into your network & firewall strategy for segmenting your network or determining the right technologies & strategies to move towards a robust zero trust framework. This offering extends well past a great support experience, it's about offering our team's deep security experience to help your organization strengthen your security posture while staying in the proper lanes of cost, operational efficiency and end user productivity. Get access to additional headcount on demand for strategic planning or consultation for a fraction of a security focused FTE.

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Summary of Services Provided

Products & Services	QUANTITY
Mimecast Managed Email Security , S1 license included	257 Employees/End Users
Managed Endpoint - including Sentinel One complete license + detection & response services	235 Devices
Network Security Monitoring - including detection & response services	
Haven Appliance deployed in HA - Palo Alto Firewall & Windows event capture - Includes ongoing licensing, support & updates managed on behalf of Cornelius by CCD ● Provides Web Content Filtering ● Includes Global protect VPN - radius compatible with Cornelius MFA (OKTA) & other industry MFA tools	2 Physical Appliances

Monthly Total	**$7,000**
Annual Total	**$84,000**
Cost Per User (averaged 250) (monthly/annual)	**Only $28 / $336**

Additional Service Options	Per User - Annual Cost
DUO Managed MFA - Includes integration for desktop, Palo Alto firewalls & supported logins	**$48**
Mimecast - M2A license upgrade - Adds Mailbox Continuity, Archiving & 99 Year retention.	**$36**
Password Management & zero trust platform from Keeper Security	**$48-72**

Growth pricing table

End Users	250+	300+	400+	500+	650+
Cost Per ($)	28	27	26	25	23

Corvid Cyberdefense Support

During the initial onboarding, Support Portal accounts will be created for both Senior Users and Technical POCs. Standard end-user accounts will not be created, which prevents unauthorized employees from requesting sensitive information or changes through the Support Portal.

Corvid Cyberdefense operates an Engineering Support phone line available to all clients. Normal operating hours are 8:00 a.m. to 8:00 p.m. Eastern Time for all normal inquiries. For after-hours emergencies, an Engineer will be on-call at all times.

Individuals with support access have the ability to log a support or security issue 24 hours a day using the support portal or sending an email to the support email address. Each request is logged as a new "ticket" which is assigned a unique ticket number for tracking purposes.

Once a ticket has been created, email updates are sent to the owner of the ticket as Corvid Cyberdefense Engineers respond to the ticket requests. Ticket owners can also add notes to an open ticket.

Support Phone: (800) 349-2549
Support Portal: https://support.corvidcd.com
Support Email: support@corvidcd.com

Other Terms

Individuals with access to the Corvid Cyberdefense support portal and/or knowledge of the unique passcodes assigned to the organization have the access to make decisions that will affect the organization's security. If you wish to limit that authority to specific individuals please provide those names, emails, and phone details during the initial onboarding event.

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REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.B. Capital Project Ordinance - Electric Utility Substation

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:
This Capital Project Ordinance is for the proposed new Electric Substation that will cross fiscal years and will need a Capital Project Fund. The funding source for the newly created Capital Project Fund is Electric Fund Balance in the amount of $1,800,000. We plan to issue debt for this project likely in the spring of FY 2024 and will reimburse the Electric Fund with the proceeds from the sale of the debt once the loan closes.

Manager's Recommendation:
Approve Capital Project Ordinance for Electric Utility Substation as presented.

ATTACHMENTS:
Electric Substation CPO.pdf

Ordinance No. 2023 - _____

A CAPITAL PROJECT ORDINANCE TO AUTHORIZE THE FUNDING OF ELECTRIC UTILITY SUBSTATION

WHEREAS, it has been determined by the Board of Commissioners that in order to meet the demands of our growing community, it is necessary to build an additional Electric Utility Substation, and

WHEREAS, the Town intends to construct an Electric Utility Substation to meet the needs of the current and future Cornelius Electric Utility customers; and

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

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

REVENUES

		ORIGINAL
Transfer from Electric Fund		$1,800,000
	Total	**$1,800,000**

EXPENDITURES

		ORIGINAL
Substation Construction		$1,800,000
	Total	**$1,800,000**

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

Adopted this 16th day of October, 2023.

_____
Woodrow T. Washam Jr., Mayor

SEAL

ATTEST:

_____
Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

_____
Karen Wolter, Town Attorney

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.C. Reimbursement Resolution - Electric Utility Substation

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:

Due to project timing of the electric substation project, construction and material equipment purchasing, and other costs for the substation may begin prior to the closing of the financing on this project. Since we will likely expend funds prior to the receipt of debt proceeds, it is necessary to have a reimbursement resolution in place such that the Town has authority to reimburse itself for any capital expenditures related to the financing of this project. The total amount for the electric substation is estimated to be $4,900,000. This is an update to the most recent reimbursement resolution that was approved back in March, 2023 in the amount of $4,500,000. We have received new cost estimates for the substation project and this is the reason for the update to the reimbursement resolution.

Manager's Recommendation:
Approve Reimbursement Resolutions as presented.

ATTACHMENTS:
Reimbursement Resolution #2 FY 24 - Cornelius Electric Substation_.pdf

RESOLUTION REGARDING THE INTENT OF THE TOWN OF CORNELIUS, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH PROJECTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS

WHEREAS, the Board of Commissioners of the Town of Cornelius, North Carolina (the *"Town"*) has determined that it is in the best interests of the Town to pay the costs of an electric substation;

WHEREAS, the Town reasonably expects to receive the proceeds of the sale of tax-exempt obligations (the *"Obligations"*) to finance the Projects;

WHEREAS, the Town desires to proceed with the Projects and will incur additional capital expenditures (the *"Capital Expenditures"*) in connection therewith before the issuance of the Obligations; and

WHEREAS, the Town will advance money from funds currently on hand to pay for the Capital Expenditures and the Town intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds of the sale of the Obligations;

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

Section 1. ***Official Declaration of Intent.*** The Town presently intends, and reasonably expects, to reimburse itself for the Capital Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to issue the Obligations to finance the costs of the Projects and the maximum principal amount of Obligations expected to be issued by the Town to pay for the costs of the Projects is $_____4,900,000.00_____.

Section 2. ***Compliance with Regulations.*** This Resolution is a declaration of official intent of the Town under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town's intent to reimburse itself for the Capital Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the Town or her designee, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the Town in determining and itemizing all of the Capital Expenditures incurred and paid by the Town in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of issuance of the Obligations.

Section 4. ***Effective Date.*** This Resolution is effective immediately on the date of its adoption.

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

I, *Lori Harrell*, Town Clerk of the Town of Cornelius, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **"RESOLUTION REGARDING THE INTENT OF THE TOWN OF CORNELIUS, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH PROJECTS FROM THE PROCEEDS OF TAX EXEMPT OBLIGATIONS"** adopted by the Board of Commissioners of the Town of Cornelius, North Carolina at a regular meeting held on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this the ____ day of _____, 2023.

(SEAL)

_____
Town Clerk
Town of Cornelius, North Carolina

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.D. Capital Project Ordinance - Torrence Chapel Park Improvements

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:
This Capital Project Ordinance establishes a fund for pickleball related improvements at Torrence Chapel Park. This multi-year fund is necessary since this project may cross fiscal years. The funding source is $470,700 as a transfer from General Fund Balance to this newly created fund.

Manager's Recommendation:
Approve the Capital Project Ordinance for Torrence Chapel Park Improvements as presented.

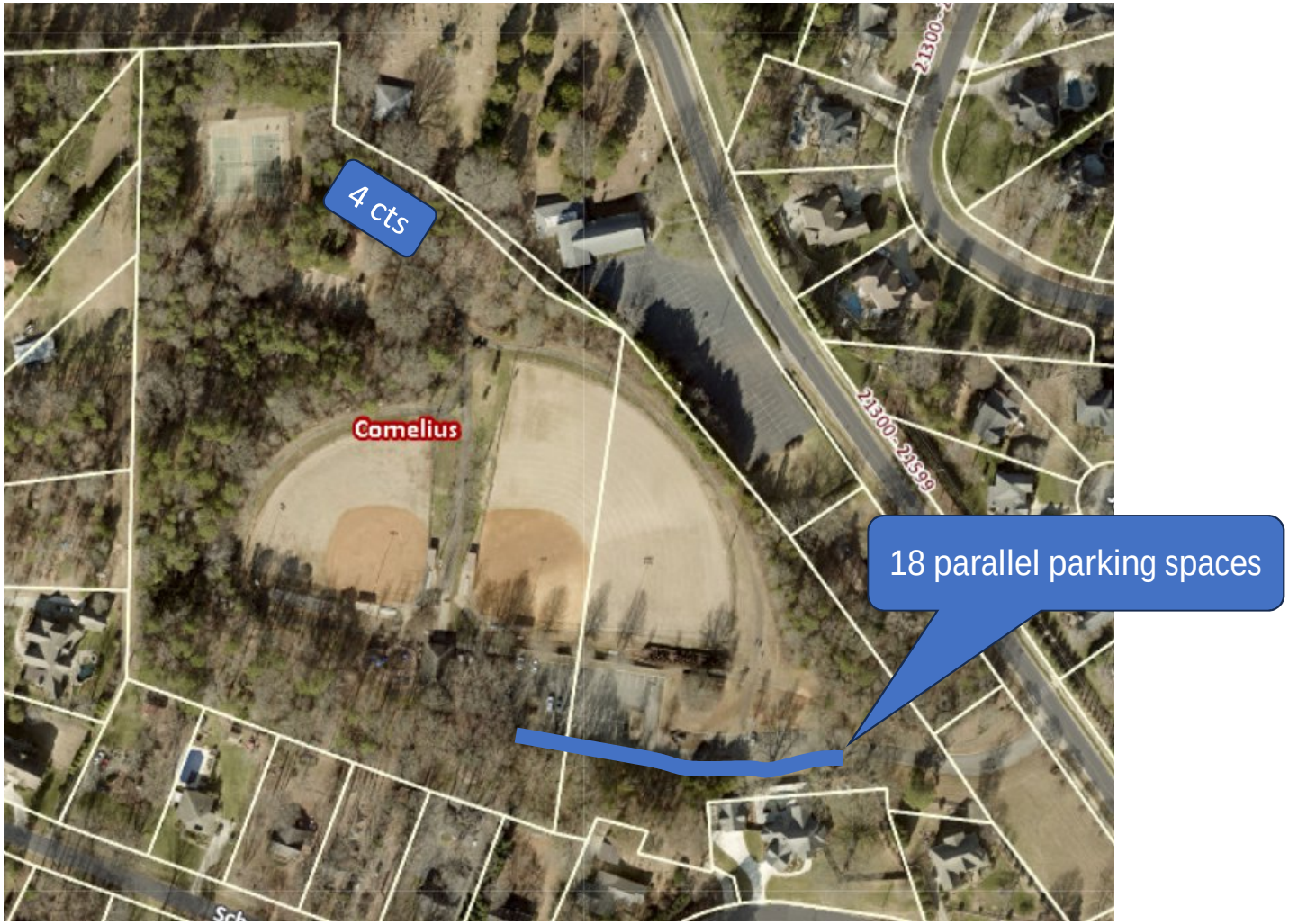
ATTACHMENTS:
2023-10-16_TCP_pickleball.pptx
Torrence Chapel Park Pickleball CPO.pdf

Torrence Chapel Park Pickleball Courts: Feasibility Study and Probable Cost Estimate

Town Board

September 18, 2023

Area Plan:



Site Plan:


30' BUFFER LINE
50' BUFFER LINE
Cornelius
S59°58'32"E 114.84'
1/2" EIR
S60°04'33"E 69.55'
S60°05'41"E
8' OPENING IN FENCING
4 NEW PICKLEBALL COURTS
REQUIRED MASONRY SCREEN / RETAINING WALL IE USING 30' BUFFER
8' OPENING IN FENCING
6' HIGH COLOR VINYL CHAIN LINK FENCING
RELOCATED 8' WIDE MULTI-USE PATH
8' OPENING IN FENCING
8' OPENING IN FENCING
7048
BB COURT
796.69
EXISTING MULTI-USE PATH
EXISTING UNDERGRO UTILITIES
EXISTIN MULTI-
800
797
804
806
807
808

Ordinance No. 2023 - _____

A CAPITAL PROJECT ORDINANCE TO AUTHORIZE THE FUNDING OF PICKLEBALL IMPROVEMENTS AT TORRENCE CHAPEL PARK

WHEREAS, it has been determined by the Board of Commissioners that in order to meet the demands of our growing community, it is necessary to provide pickleball improvements at Torrence Chapel Park, and

WHEREAS, the Town intends to provide park amenities at Torrence Chapel Park to include pickleball improvements to meet the needs of the current and future Cornelius citizens and tourists; and

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

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

REVENUES

		ORIGINAL
Transfer from General Fund		$470,700
	Total	**$470,700**

EXPENDITURES

		ORIGINAL
Pickleball Improvements		$470,700
	Total	**$470,700**

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

Adopted this 16th day of October, 2023.

_____
Woodrow T. Washam Jr., Mayor

SEAL

ATTEST:

_____
Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

_____
Karen Wolter, Town Attorney

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.E. Reimbursement Resolution - Torrence Chapel Park Pickleball Project

To: Mayor and Board of Commissioners

From: Julie Niswonger Finance Director

Action Requested:

This reimbursement resolution for the Torrence Chapel Park pickleball improvements is necessary if the plan at a later date is to finance a portion or all of the project. This reimbursement resolution allows for the purchase of the necessary capital related items and then have the ability to be reimbursed with the proceeds once the loan has closed or bonds have been sold. A resolution is not required for "soft cost" items such as design. This reimbursement resolution would allow the Town to reimburse the costs of the financing up to $470,700.

Manager's Recommendation:
Approve Reimbursement Resolution as presented.

ATTACHMENTS:
Reimbursement Resolution - Torrence Chapel Park.pdf

RESOLUTION REGARDING THE INTENT OF THE TOWN OF CORNELIUS, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH PROJECTS FROM THE PROCEEDS OF TAX EXEMPT OBLIGATIONS

WHEREAS, the Board of Commissioners of the Town of Cornelius, North Carolina (the *"Town"*) has determined that it is in the best interests of the Town to pay the costs of the Torrence Chapel Park pickleball improvements;

WHEREAS, the Town reasonably expects to receive the proceeds of the sale of tax-exempt obligations (the *"Obligations"*) to finance the Projects;

WHEREAS, the Town desires to proceed with the Projects and will incur additional capital expenditures (the *"Capital Expenditures"*) in connection therewith before the issuance of the Obligations; and

WHEREAS, the Town will advance money from funds currently on hand to pay for the Capital Expenditures and the Town intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds of the sale of the Obligations;

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

Section 1. ***Official Declaration of Intent.*** The Town presently intends, and reasonably expects, to reimburse itself for the Capital Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to issue the Obligations to finance the costs of the Projects and the maximum principal amount of Obligations expected to be issued by the Town to pay for the costs of the Projects is $_____470,700.00_____.

Section 2. ***Compliance with Regulations.*** This Resolution is a declaration of official intent of the Town under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town's intent to reimburse itself for the Capital Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the Town or her designee, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the Town in determining and itemizing all of the Capital Expenditures incurred and paid by the Town in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of issuance of the Obligations.

Section 4. ***Effective Date.*** This Resolution is effective immediately on the date of its adoption.

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

I, *Lori Harrell*, Town Clerk of the Town of Cornelius, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **"RESOLUTION REGARDING THE INTENT OF THE TOWN OF CORNELIUS, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH PROJECTS FROM THE PROCEEDS OF TAX EXEMPT OBLIGATIONS"** adopted by the Board of Commissioners of the Town of Cornelius, North Carolina at a regular meeting held on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town, this the ____ day of _____, 2023.

(SEAL)

_____
Town Clerk
Town of Cornelius, North Carolina

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.F. Torrence Chapel Park Pickleball Project - Professional Services Procurement Exemption

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, Parks Director

Action Requested:
Consider authorizing the Town Manager an exemption from issuing an RFQ for consultation services for the Torrence Chapel Park Pickleball Project. NCGS 143-64.32 "Procurement of Architectural, Engineering and Surveying Services" authorizes local governments to exempt particular projects from the provisions of this Article when an estimated professional fee is in an amount less than fifty thousand dollars ($50,000). The estimated professional fee for the proposed project is less than $5,000.

Manager's Recommendation:
Approve exemption as presented.

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.G. FY24 Operating Budget Amendment

To: Mayor and Board of Commissioners

From: Julie Niswonger, Finance Director

Action Requested:
This budget amendment includes several items for the General Fund and the Electric Fund:

1. Transfer from the General Fund fund balance in the amount of $470,700 going to Torrence Chapel Park Capital Project Fund for pickleball improvements.
2. Cyber Security improvements in the amount of $29,348 from General Fund fund balance.
3. Recognition of Police Department insurance proceeds from an accident several months ago in the amount of $19,182.
4. Recognition of a North Carolina League of Municipalities fitness equipment grant for the Fire Department in the amount of $1,180.
5. Recognition of additional Police Department camera donations in the amount of $1,550.

Total General Fund Budget amendment in the amount of $521,960.

Electric Fund:
1. $1,800,000 transfer from the Electric Fund to the new Electric Substation Fund.
2. Recognition of $750 for a "Tawba Walk" sponsorship.

The total Electric Fund budget amendment in the amount of $1,800,750.

Manager's Recommendation:
Approve FY24 Operating Budget Amendment as presented.

ATTACHMENTS:
Amend 6 FY24.pdf

Ordinance No. 2023-_____

TOWN OF CORNELIUS

AN ORDINANCE AMEDNDING
THE OPERATING BUDGET FOR
FISCAL YEAR 2023-2024

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, 2023 and ending June 30, 2024 in accordance with the following schedule of accounts heretofore established for this Town:

SCHEDULE A: GENERAL FUND

	Original Budget	Previous Amendment 9/18/2023	This Amendment 10/16/2023	Change
General Fund Revenues				
Ad Valorem Taxes	$ 19,614,444	19,614,444	19,614,444	-
Local Option Sales Tax	5,700,000	5,700,000	5,700,000	-
Utility Franchise Tax	1,782,090	1,782,090	1,782,090	-
Powell Bill Allocation	800,000	800,000	800,000	
Other Taxes and Licenses	469,584	469,584	469,584	-
Unrestricted Intergovernmental	1,781,989	1,781,989	1,781,989	-
Restricted Intergovernmental	835,086	835,086	836,266	1,180
Permits and Fees	713,850	713,850	713,850	-
Sales and Services	124,000	124,000	124,000	-
Investment earnings	455,000	455,000	455,000	-
Donations	15,000	19,200	20,750	1,550
Micellaneous	21,600	21,600	40,782	19,182
Debt Issued	3,894,000	3,894,000	3,894,000	-
ARP/CSLFRF Revenue	4,821,414	4,821,414	4,821,414	-
Appropriated Fund Balance	(4,116,785)	1,035,091	1,535,139	500,048
Total General Fund Revenues	**$36,911,272**	**$42,067,348**	**$42,589,308**	**$521,960**
General Fund Expenditures				
Governing Board	$ 108,610	108,610	108,610	-
General Government	2,911,783	2,911,783	2,941,131	29,348
General Services	427,353	452,353	452,353	-
Police	9,633,886	10,063,662	10,084,394	20,732
Communications	1,028,965	1,028,965	1,028,965	-
Fire Operations	3,659,949	4,907,047	4,908,227	1,180
Animal Control	262,526	262,526	262,526	-
Public Works	4,733,429	4,733,429	4,733,429	-
Powell Bill	493,000	493,000	493,000	-
Solid Waste/Recycling	2,382,100	2,382,100	2,382,100	-
Stormwater	812,626	812,626	812,626	-
Planning / Land Development	864,589	864,589	864,589	-
Tourism	540,932	540,932	540,932	-
Art Center	411,000	411,000	411,000	-
Parks, Arts, Recreation, and Culture	3,412,189	3,966,391	3,966,391	-
Transfer to Capital Project Funds/ 911 Fund	1,148,821	4,048,821	4,519,521	470,700
Debt Service	4,079,514	4,079,514	4,079,514	-
Total General Fund Expenditures	**$36,911,272**	**$42,067,348**	**$42,589,308**	**$521,960**

	Original Budget	Previous Amendment 9/18/2023	This Amendment 10/16/2023	Change
SCHEDULE B: ELECTRIC FUND				
Electric Fund Revenues				
Sales and Services	$ 7,345,477	7,345,477	7,345,477	-
Fund Balance	(2,083,740)	(2,083,740)	(283,740)	1,800,000
Debt Issued	4,500,000	4,500,000	4,500,000	-
Miscellaneous	15,000	15,000	15,750	750
Total Electric Fund Revenues	**$ 9,776,737**	**$ 9,776,737**	**$ 11,577,487**	**$ 1,800,750**
Electric Fund Expenditures				
Electric Department	$9,776,737	9,776,737	9,777,487	750
Transfer to Substation Fund	-	-	1,800,000	1,800,000
Total Electric Fund Expenditures	**$ 9,776,737**	**$ 9,776,737**	**$ 11,577,487**	**$ 1,800,750**
SCHEDULE C: 911 FUND				
911 Fund Revenues:				
911 Fee Revenue	$112,743	112,743	112,743	-
Fund Interest Earnings	$2,000	2,000	2,000	-
911 Appropriated Fund Balance	$0	-	-	-
Total 911 Fund Revenues	**$ 114,743**	**$ 114,743**	**$ 114,743**	**$ -**
911 Fund Expenditures:				
911 Department	$114,743	114,743	114,743	-
Total 911 Fund Expenditures	**$ 114,743**	**$ 114,743**	**$ 114,743**	**$ -**

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 2023-24. This rate is based on an estimated valuation of $11,264,108,154 and an estimated 98.75% percent collection rate, which is at least the collection rate expected during the 2022-23 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 16th day of October, 2023.

_____
Woody T. Washam Jr., Mayor

SEAL

ATTEST:

_____
Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

_____
Karen Wolter, Town Attorney

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.H. FY2025 Budget Calendar

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager and Julie Niswonger, Finance Director

Action Requested:

The attached budget calendar anticipates when FY2025 budget items will be addressed.

Please note the annual budget workshop scheduled for Tuesday, March 26th and Wednesday March 27th, 2024 and an additional Budget Public Comment session that will be held early in the budget process. The intent of the additional public comment is to allow ample opportunity for citizen input into the upcoming year's budget process early in the development of the FY2025 budget. A citizen budget survey will also be released this fall.

Manager's Recommendation:
Approve the FY2025 Budget calendar.

ATTACHMENTS:
Budget_Calendar_FY_2025.pdf

Town of Cornelius
Budget Calendar
For Fiscal Year 2024-2025

Date	Description
October 9, 2023	Finance distributes CIP update materials to Department Heads
October 16, 2023	**Town Board adopts Budget calendar**
Premeetings in Dec., Jan., and Feb.	**Review of Major Budget Items including Police, Fire, Transportation, and Personnel Recruitment and Retention**
December 4, 2023	Department Heads submit CIP requests and proposed FY 2025 Goals to Finance Director
December 4, 2023	Release Citizen Budget Survey
January 2, 2024	Staff submits progress on FY 2024 Goals and CIP to Finance Director
January 16, 2024	**Present update to BOC on FY 2024 Goals and CIP**
January 26, 2024	Manager finalizes Recommended CIP
February 5, 2024	**Town Board holds FY 2025 Budget Public Comment (#1)**
February 8, 2024	**Planning session for FY 2025 Budget**
February 27, 2024	Finance Director submits revenue estimates to Town Manager (based upon available data at that time)
March 26th - 27th, 2024	**Board, Manager, and Staff workshop to discuss FY 2025 Budget, CIP, Goals**
April 1, April 15, May 6, 2024	**Hold workshops with Board on FY 2025 Budget (As Needed)**
May 20, 2024	**Manager submits Manager's Recommended FY 2025 Budget to Board and Citizens, Opens Public Hearing (#2)**
June 3, 2024	**Town Board continues FY 2025 Budget Public Hearing (#2)**
June 3 or June 17, 2024	**Town Board adopts budget prior to June 30th**

Bold = Board Action or Activity

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.I. Fire Protection/Emergency Response Services Agreement

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:

Over the past few years, the Town has been implementing a Fire Dept. Transition Plan to develop a career Fire Department that is a department of the Town. A key component of the transition is for the Town to hire its first ever Town Fire Chief position in the current fiscal year. The proposed agreement accommodates this by revising and renewing the Fire Protection and Emergency Response Services Agreement between the Town and Cornelius-Lemley Fire Rescue, Inc. (CLFR). The agreement continues the relationship between both parties, whereby the Town contracts with CLFR to provide fire and emergency services to the Town. The agreement also recognizes the Town Fire Chief will work closely with CLFR on the provision of those services, including also acting as CLFR's Fire Chief and managing the operations & personnel of the entire department (Town and CLFR). CLFR is in the process of revising its bylaws to reflect the agreement revisions. The agreement will be in effect from January 1, 2024 through June 30, 2029.

The FY24 budget allocates funds for the hiring of a Town Fire Chief effective January 1, 2024.

Manager's Recommendation:
Approve agreement and provide the Town Manager and Town Attorney the authority to finalize the terms & conditions and execute it.

ATTACHMENTS:
CVFD Contract.first amendment.9.11.2023.pdf

MECKLENBURG COUNTY NORTH CAROLINA

CONTRACT FOR FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES BETWEEN THE TOWN OF CORNELIUS AND CORNELIUS-LEMLEY FIRE RESCUE, INC.

THIS CONTRACT, made and entered into this the _____ day of _____, 2023, by and between the Town of Cornelius, a North Carolina municipal corporation, hereinafter referred to as "Town", and the Cornelius-Lemley Fire Rescue, Inc., a North Carolina non-profit corporation, hereinafter referred to as "CLFR";

W I T N E S S E T H

For valuable consideration enumerated and acknowledged herein, and, pursuant to authority granted by North Carolina General Statute 160A-11, North Carolina General Statute 160A-17 and North Carolina General Statute 160A-20.1, the Town and CLFR do hereby contract and agree as follows:

1. This Agreement supersedes and replaces the Contract for Fire Protection and Emergency Response Services Between the Town of Cornelius and Cornelius-Lemley Fire Rescue, Inc. dated June 15, 2020.

2. The purpose of this contract is to provide the terms and conditions under which CLFR will provide fire suppression, education, and protection services, and emergency response services, including, but not limited to, rescue and emergency medical responses, to all real and personal property lying within the boundaries of the Town, both as the boundaries exist now and in the future, and in response to all dispatched Cornelius calls/alarms, except as provided by other fire departments in certain areas of Town along the municipal boundary that can provide faster response times due to their proximity to the area.

3. CLFR agrees to provide continuous, twenty-four hour per day, three hundred and sixty five/six days per year, fire suppression, education, and protection services, and emergency response services, to all real and personal property lying within the boundaries of the Town, both as the boundaries exist now and in the future, and in response to all dispatched Cornelius calls/alarms. CLFR shall respond, with best efforts, to all fires/emergency responses within the Town limits with necessary equipment and personnel according to CLFR procedures, policies and response expertise, and to use its best efforts at all times, on circumstances within its reasonable control, to maintain a level of fire service at ISO class 4 or better for the duration of this contract. Such responses by CLFR shall be in the most immediate and professional manner possible. To the extent necessary, CLFR may engage the resources of other local and state agencies to assist on calls beyond their resources or expertise.

4. CLFR, with best efforts, will provide and maintain in good operating condition at all times, all apparatus, fire hose, equipment, materials, tools, and other supplies to be used to respond to fire/emergency/medical alarms pursuant to this contract, or used in events or programs related to the performance of their primary fire/emergency/medical services, whether titled in the name of Town or CLFR, or whether purchased with Town or CLFR funds. CLFR will during the term of this contract enter into an appropriate lease for the use of new and existing Town owned vehicles and apparatus. Any new vehicle or apparatus purchased with funds provided to CLFR by the Town will require Town Board approval, except to the extent the Town Manager can approve a purchase requiring expedited action, and will be bid, financed and owned by the Town, with an appropriate lease being entered into with CLFR at that time. Funds from the sale of any Town-owned apparatus, equipment or vehicles shall be the property of the Town.

5. CLFR will maintain such staff, by volunteers and/or employees, and such equipped fire station in the Town owned buildings, necessary to provide fire service meeting the general service standards in paragraph 2 above. During the term of this contract CLFR will enter into an appropriate lease for the two existing fire station buildings owned by the Town. CLFR shall provide to the Town Manager a copy of the roster report submitted to the State on a calendar year basis every January 1st. The Town Manager will be updated at his request in the interim.

6. CLFR hereby engages the services of the Town's Fire Chief to act as Fire Chief of CLFR. The Fire Chief shall manage the operations of CLFR, manage, direct and control CLFR employees, contractors, and volunteers (hereinafter, CLFR Personnel) and perform any other task generally within the authority of the Fire Chief of CLFR. Moreover:

    a. The Fire Chief shall perform those duties identified in NCGS §160A-292, and perform those duties identified on Exhibit A attached hereto and incorporated herein.

    b. The Fire Chief shall be responsible for the day to day operations, including but not limited to, the personnel matters of CLFR in performing the services specified in this Agreement.

    c. The Fire Chief shall be vested with such authority to direct and control CLFR Personnel and to assign the CLFR Personnel work duties and provide day to day supervision.

    d. CLFR Personnel shall perform such duties as may be assigned to them by the Fire Chief and/or his delegate.

7. Town Manager shall consult with the CLFR President or his/her designee prior to hiring the permanent or interim Fire Chief. In addition, the Town Manager may include the CLFR President and/or his designee in the Fire Chief selection process (including interviews) and may solicit, receive and consider input from the CLFR President or his/her designee throughout the selection process. Notwithstanding the foregoing, the Town Manager shall

have sole discretion to select and hire an interim or permanent Fire Chief. The CLFR President or his designee shall consult with the Town Manager on any operational or performance issues that may arise in the performance of the Fire Chief services specified herein.

8. CLFR will appoint a designee that will communicate directly with the Town Fire Chief on the performance of this Contract. CLFR shall promulgate standard operating procedures/guidelines and workplace conduct standards in consultation with and with input from the Town's Fire Chief and in accordance with industry best practices. CLFR shall provide training to its members on the operating guidelines and conduct standards. The President will present the Fire Chief with a proposed annual budget including projected revenue and expenses for operations, capital and debt service as part of the Town budget process within the general limits in paragraph 16 below. The Fire Chief and President shall work with the Town Manager to develop a projected schedule of the priorities and needs for the next five years and the sources and availability of funding for those priorities and needs (the "Five Year Plan"). CLFR shall submit its annual audit to the Town on or before December 31st of each calendar year.

9. CLFR will provide training to its employees and volunteers in order to respond to alarms pursuant to this contract. The minimum training standard shall be that required by the State of North Carolina, or any other applicable government unit, the general service standards in paragraph 2 above, and the CLFR procedures and policies, whichever provisions are greater, in whole or in part. CLFR shall provide annual training information on the copy of the annual State roster report provided to the Town Manager. CLFR shall make its best faith efforts to train all employees and volunteers to respond at a NC OSFM state certified firefighter.

10. CLFR will inspect fire hydrants owned by Charlotte Water and located within the CLFR fire jurisdiction annually in coordination with Charlotte Water. CLFR will maintain its inspection information for ISO records. CLFR will flow test all fire hydrants on a five-year cycle.

11. CLFR agrees to provide the Town Manager with a calendar year summary on or by January 31st of the following year of all calls (including mutual aid received, fire and medical) responded to by CLFR within the Town limits. CLFR administrative records may be reviewed and evaluated by the Town as requested by the Town Manager.

12. CLFR agrees to maintain adequate mutual aid agreements and response cards with all neighboring fire departments so that the Town can receive all needed mutual assistance. CLFR will monitor and evaluate the equity and balance of mutual aid given by and to each neighboring fire department on a reciprocal basis and notify the Town Manager of any disparities. CLFR shall provide annual reporting to the Town Manager on aid received and provided during each fiscal year.

13. CLFR will produce an annual schedule of asset/apparatus retirement and acquisition delivered to the Town Manager by January 31st of the following year. The CLFR shall also prepare an inventory detailing expected retirement of all necessary operational assets taking into account performance ability, condition and age, and replacement costs. The Fire Chief and President or his designee will proactively communicate asset replacement needs and expectations with the Town Manager, including alternative means/vehicles/operations to reduce wear on firefighting apparatus. Asset replacement needs shall be integrated in the Five-Year Plan.

14. The Town Manager may attend CLFR Board meetings periodically.

15. The Town may establish a Fire Rescue Committee with representatives from the Town, CLFR and general public at the Town Boards discretion. The Fire Rescue Committee shall assist with strategic, operational and fiscal planning.

16. CLFR agrees to provide the following minimum insurance coverage:
    - Workers Compensation: Coverage to apply to all employees and volunteers for statutory limits in compliance with the applicable state and federal laws.
    - Comprehensive General Liability: Bodily injury and property damage liability limits of at least $1,000,000 for each occurrence/aggregate. Such insurance must include contractual liability, personal injury hazards A, B, and C, broad form property damage, employment practices liability, and products/completed operations.
    - Business Auto Policy: Minimum limit of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
    - Emergency Vehicle Coverage: Minimum limit of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
    - Medical Professional Liability: Minimum of $1,000,000 each occurrence/aggregate.
    - Professional Errors and Omissions Liability: Minimum of $1,000,000 each occurrence/aggregate.

    CLFR shall provide the Town with certificates of insurance evidencing continuous coverage of the levels of insurance described above for the duration of this contract and naming the Town as an additional insured. Such certificates of insurance shall be forwarded to the Town Finance Director at the beginning of each policy year for each year of this contract. The Town shall be notified immediately of any claims relating to Town owned real or personal property and the Town Manager shall make the decisions on the handling of such claims.

17. CLFR agrees to act as an independent contractor, and shall indemnify and hold harmless the Town and its officers, officials, agents, and employees from and against all claims, judgments, costs, expenses, including reasonable attorney's fees, which arise in any manner from or out of this contract or as a result of acts or omissions of any person, firm, or corporation in performance of the services and duties specified in this contract.

18. CLFR agrees to only expend its monies received from the Town on goods or services, directly or indirectly, related to providing fire suppression, protection, education, and

prevention services and emergency response/medical services within Town and pursuant to mutual aid, and shall annually account for its expenditures from Town funds. If annual expenditures from Town Funds are less than the revenues received from this contract, written notification shall be provided to the Town prior to any expenditure of the surplus. CLFR shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles and shall provide an annual independent audit to the Town Finance Director within six months of the end of fiscal year being audited.

19. The Town agrees to pay the CLFR for services rendered under this contract as follows:

    The Town agrees to pay to the CLFR a budgeted amount approved by the Town Board in the annual budget for each fiscal year of this Contract to be paid in equal quarterly installments on July 1, October 1, January 1, and April 1. Year over year operating increases (excluding capital) for the remaining two years of the Contract shall not exceed three (3%) percent per annum, except for significant cost increases out of their reasonable control and ability to mitigate or as otherwise modified by the Town Board in their sound discretion. CLFR agrees to evaluate, implement, and report to the Town Manager operational efficiencies and cost savings in providing its services during the term of this Contract.

20. This contract shall be in full force and effect from and after January 1, 2024 and shall continue until June 30, 2029. The parties may renew this contract at the end of the term by mutual written agreement.

21. This contract may be terminated at any time:
    a) Should the CLFR fail or refuse at any time to provide fire or emergency response services as specified herein, with any costs of alternative services coverage being borne by CLFR;
    b) On the dissolution, insolvency or bankruptcy of CLFR;
    c) On written notice of breach of any term herein that remains uncured after 15 business days;
    d) On 180-day written notice that the Town intends to establish a municipal fire department;
    e) On receipt of notice of an immediate termination (not d. above) services shall immediately discontinue, no further orders shall be placed for supplies and equipment, any retained, unspent Town funds shall be refunded to the Town, and assets shall be distributed in accord with Paragraph 19 below;
    f) During the wind down period of termination d. above, CLFR shall not take any action to dispose of or otherwise reduce the value of or encumber any assets to be distributed in accord with Paragraph 19 below. Furthermore, CLFR agrees to cooperate and assist the Town to ensure there is no lapse of or reduction in services to Cornelius citizens.

22. In the event of the expiration of the contract term without renewal or early termination of the contract as provided in Paragraph 18 above, all real property, apparatus, equipment and

other assets in the possession of the CLFR during the term of this contract shall be distributed as follows:

- All trucks, boats, tools, equipment, buildings, real property, or any other personal property or fixtures, including real and personal property leased from the Town, except for restricted financial funds or accounts not comprised of Town funds, in the possession of CLFR owned by or titled to the Town or purchased in CLFR name and funded during any time services have been provided to the Town by loans, budget allocations, grant matches, or any other funding means, in whole or part by or from the Town, shall be immediately returned or conveyed to the Town, with any necessary documents to effectuate this distribution. CLFR's charter, by-laws and other organizational documents shall reflect this distribution obligation.

23. CLFR agrees to have the President or his designee request and receive approval from the Town Board before CLFR submits any grant applications that would require the Town to provide matching funds, financial guarantees, or other financial or administrative support. CLFR also agrees to provide the Town Manager and Finance Director an annual schedule of all potential CLFR grant opportunities it is considering in the upcoming year and the financial requirements for the Town for such grants.

IN WITNESS WHEREOF, the Town of Cornelius has caused this contract to be signed in its name by its Mayor, and attested to by its Town Clerk, all by the authority of its duly elected Town Board and the Cornelius-Lemley Fire Rescue, Inc. has caused this contract to be signed in its name by its President and attested by its Secretary, all by the authority of its duly elected Board of Directors.

This the _____ day of _____, 2020.

Town of Cornelius	Cornelius-Lemley Fire Rescue, Inc.
_____	_____
Mayor	President
ATTEST:	ATTEST:
_____	_____
Town Clerk	Corporate Secretary
SEAL	SEAL

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Town Finance Director

Exhibit A

Fire Chief - Duties

General Duties

- Managerial and public safety work planning, organizing, and directing the emergency and non-emergency activities and staff of the Fire Department.
- Works under the supervision of the Town Manger
- Supervises Deputy Fire Chief and any other positions as required

Essential Duties

- Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed
- Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed
- Prepares and defends budget projections of anticipated operating and capital expenditures and needs for the department; evaluates the need for the repair of existing or the purchase of new
  apparatus and requisitions equipment and supplies; ensures proper maintenance of facilities and equipment; works with Town staff in planning for long range needs for stations, equipment and staffing and in planning for all types of emergency response; coordinates construction of facilities with architects, contractors, and others.
- Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations
- Ensures the development of new or the modification of existing policies, procedures, and/or standards.
- Directs and participates in the hiring, promotion, discipline, and evaluation of departmental employees; ensures high levels of training, readiness, motivation, skill, and performance excellence; directly oversees work of staff involved in coordinating training program, fire education, inspection, and prevention activities, and department logistics activities.
- Develops and implements policies, procedures and standards for efficient and effective operation and maintenance of department operations
- Develops an intergovernmental relationship with local, county, state, and federal agencies; establishes and maintains effective working relationships, agreements and protocol for administering fire mutual aid agreements, shared facilities, recruiting efforts, and fire investigations; participates with other agencies in various training and security activities.

- Prepares a variety of studies, reports and related information for decision making purposes
- Assures compliance with established policies and procedures
- Maintains liaison with other departments as well as state, local, and other public officials
- Conducts regular staff meetings
- Prepares a variety of reports and maintains necessary operating records; retains all plans and information for future reference as well as maintains a library for fire research
- Ensures effective working relationships with news media
- Establishes rapport with community groups and other civic organization through meetings, speeches, and presentations
- Answers letters of inquiry and talks with visitors; addressees public and civic organizations which will inform the public of policies and procedures
- Attends training required to maintain certifications and participates in physical fitness training.
- Responds to major fire calls and may take command of fire ground operations or assist as needed; stays abreast of fire operations.
- Performs any other related work as required or assigned

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.J. Reimbursement Agreement with Mecklenburg County for Land Acquisition of Tax Parcel Nos. 00519140, 00519141, 00519142, 00519143, 00519144, 00519145, 00519146, and 005194147

To: Mayor and Board of Commissioners

From: Troy Fitzsimmons, Parks and Recreation Director

Action Requested:
Consider authorizing the Town Manager and Town Attorney to finalize terms and enter into a $200,000 reimbursement agreement with Mecklenburg County for the acquisition of park land off Nannie Potts Lane. The Town and Mecklenburg County have partnered on acquiring eight (8) parcels off Nannie Potts Lane for the future Smithville to JV Washam Greenway. The acquisition aligns with the current Town of Cornelius Comprehensive Parks and Greenways Master Plan and the Smithville Revitalization Plan.

The funding source for the reimbursement is ARP-supplanted funds previously allocated by the Town Board.

Manager's Recommendation:
Approve a Reimbursement Agreement and provide the Town Manager and Town Attorney the authority to finalize the terms and conditions and execute it.

ATTACHMENTS:
2023.10.2.Land Acquisition 9.19 BOCC.pptx
Reimbursement_Agreement_9.27.2023 (1).docx

Land Acquisition

Presented to Cornelius Board of Commissioners

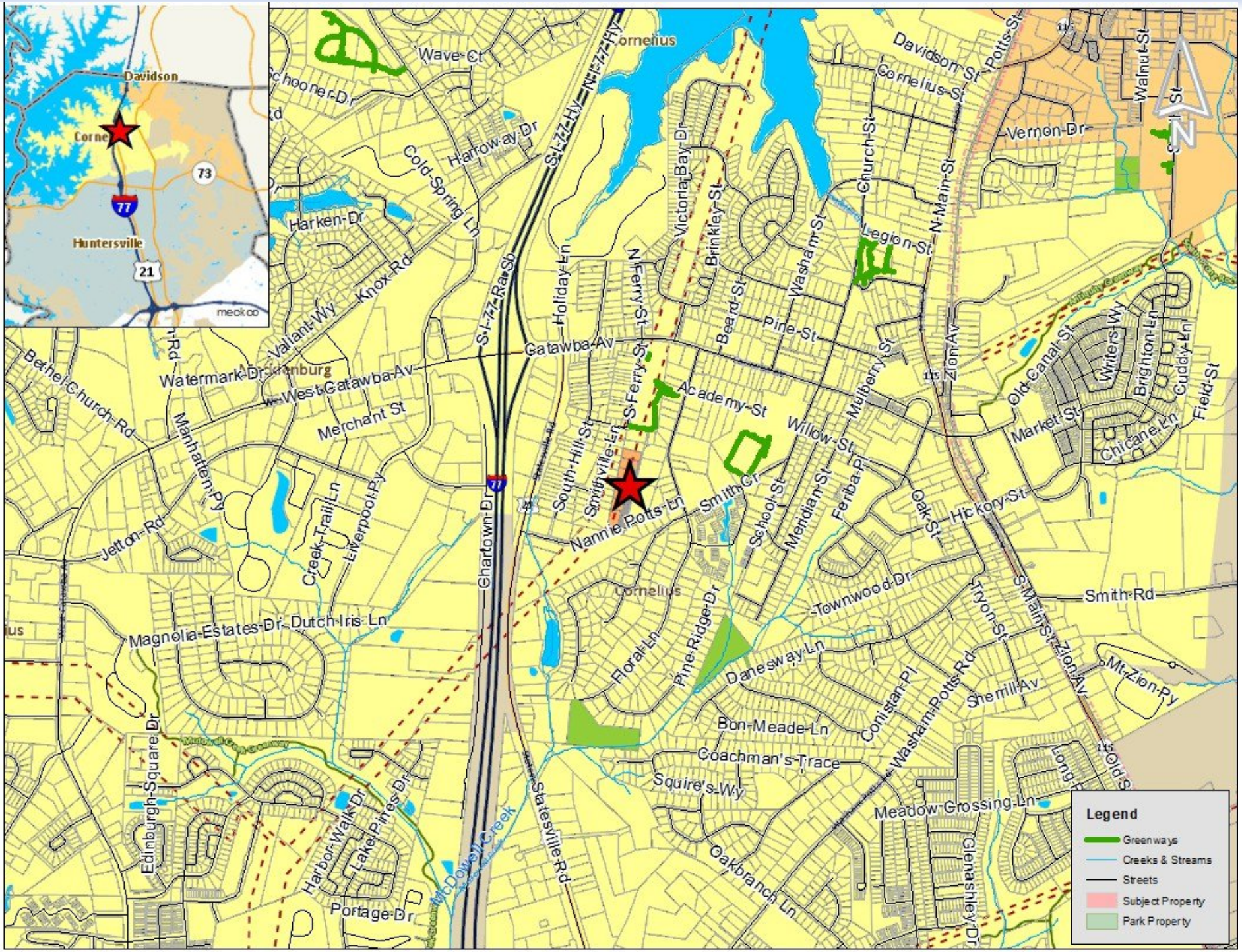
October 2, 2023

Land Acquisition

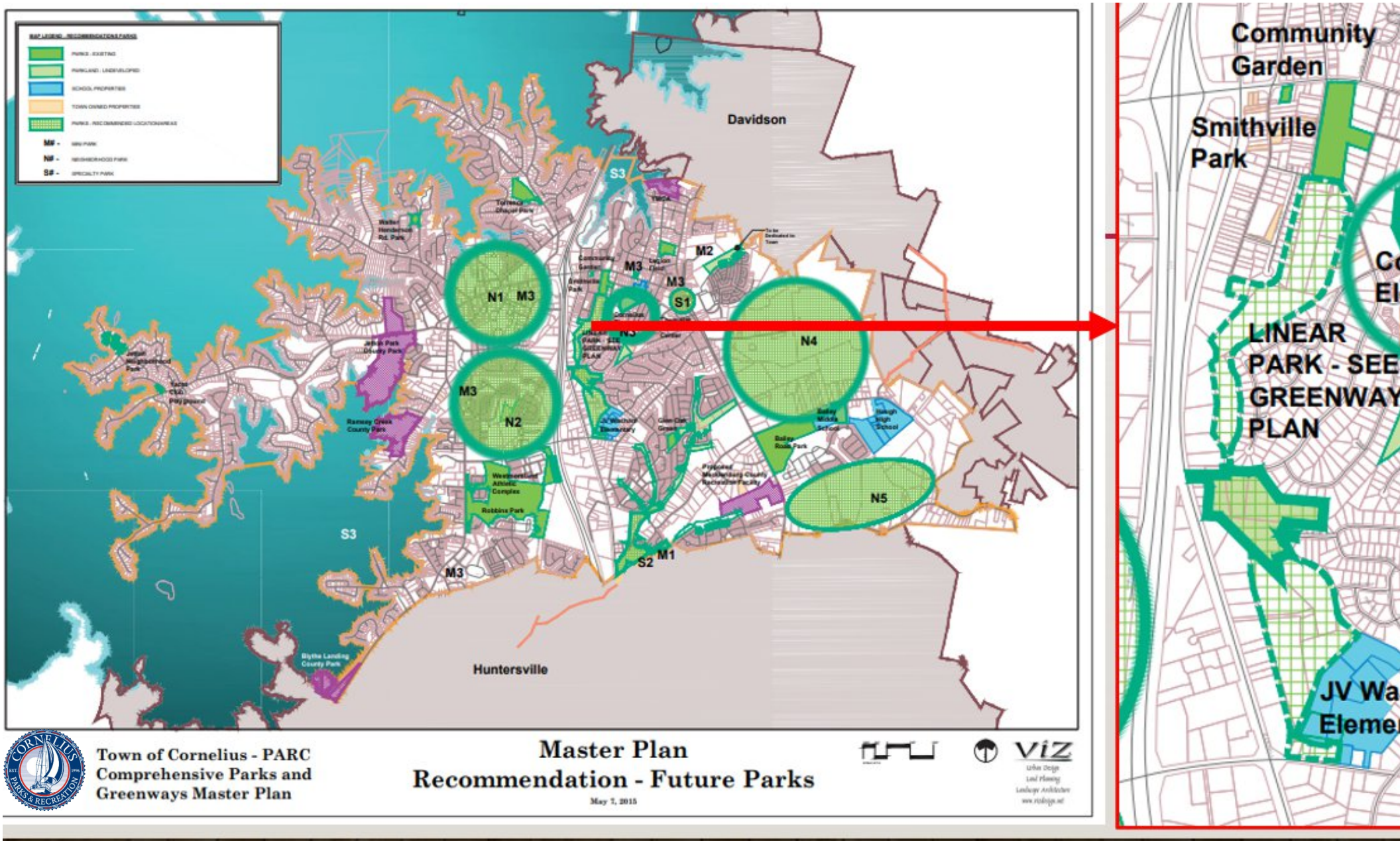
Presented to Mecklenburg Board of County Commissioners

September 19, 2023

Smithville to JV Washam Greenway Acquisition

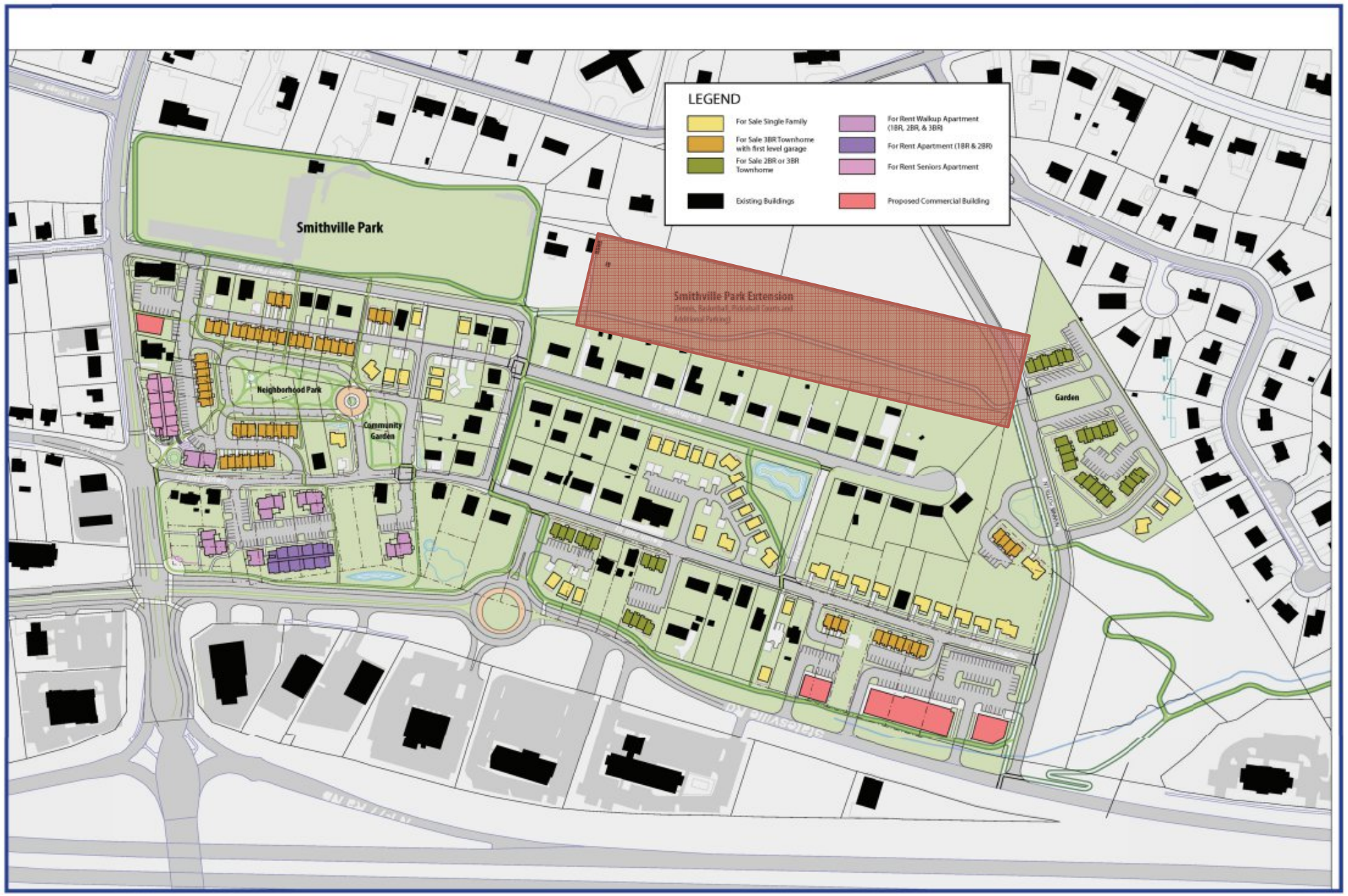


Smithville to JV Washam Greenway Acquisition



Smithville to JV Washam Greenway Acquisition

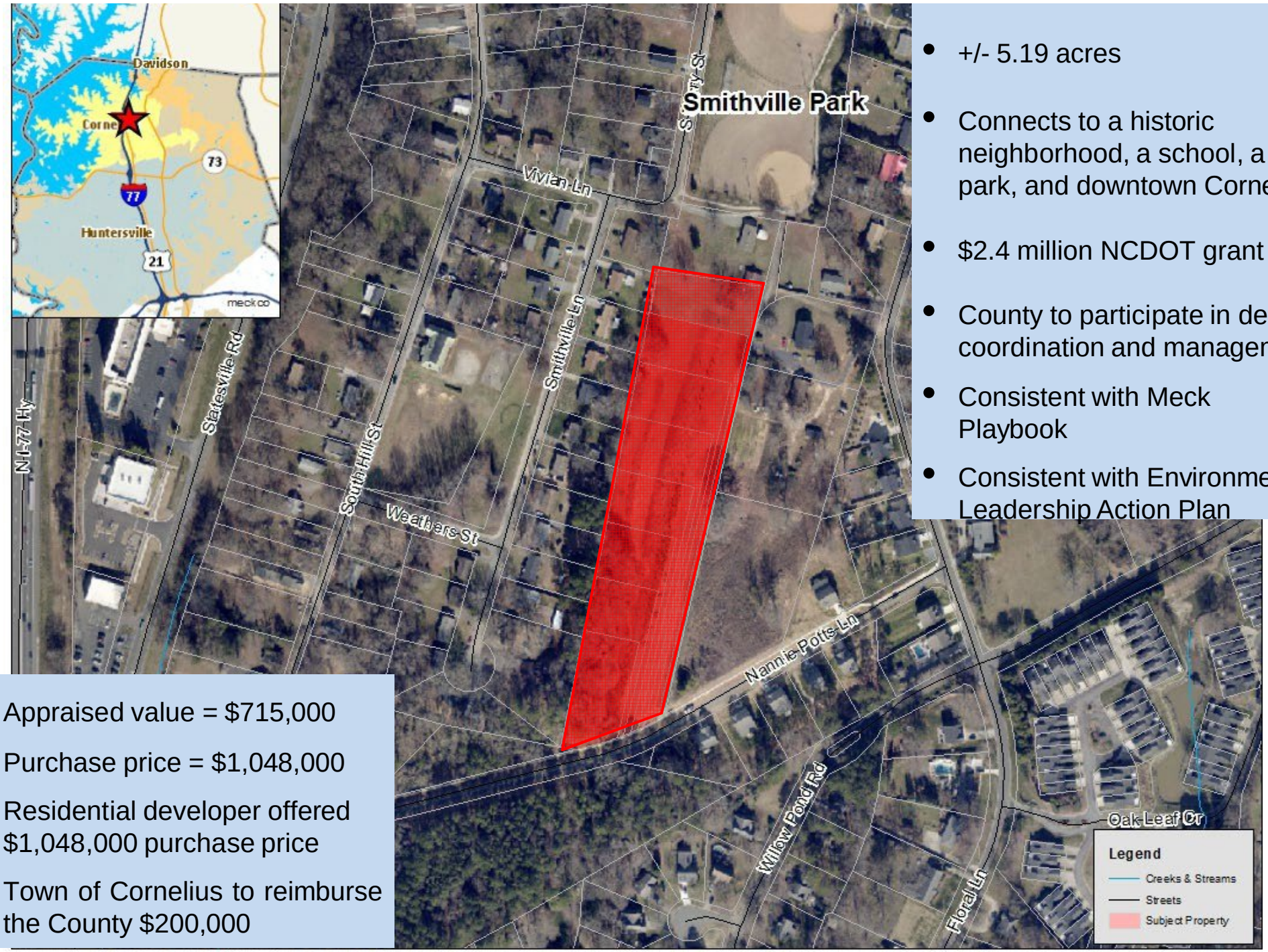
SMITHVILLE REVITALIZATION SITE PLAN



Smithville to JV Washam Greenway Acquisition



Smithville to JV Washam Greenway Acquisition



- +/- 5.19 acres
- Connects to a historic neighborhood, a school, a park, and downtown Cornelius
- $2.4 million NCDOT grant
- County to participate in design coordination and management
- Consistent with Meck Playbook
- Consistent with Environmental Leadership Action Plan

- Appraised value = $715,000
- Purchase price = $1,048,000
- Residential developer offered $1,048,000 purchase price
- Town of Cornelius to reimburse the County $200,000

Smithville to JV Washam Greenway Acquisition

QUESTIONS?

STATE OF NORTH CAROLINA

REIMBURSEMENT AGREEMENT

COUNTY OF MECKLENBURG

This Reimbursement Agreement, entered into this ___ day of October 2023, by and between Mecklenburg County, a political subdivision of the State of North Carolina (hereinafter referred to as "County") and the Town of Cornelius, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as "Town");

WHEREAS, County has received an Offer of Sale (hereinafter referred to as "Offer") the following-described property (collectively, the "Property") upon the following terms and conditions: Tax Parcel Nos. 00519140, 00519141, 00519142, 00519143, 00519144, 00519145, 00519146, 005194147 located generally at 21055 Nannie Potts Lane in Cornelius, Mecklenburg County, North Carolina, and consisting of approximately 5.19 acres for the sum of Sale for the sum of $1,048,000.00 (One Million Forty-Eight Thousand and No/100s Dollars); and

WHEREAS, the plans for the Property are to join parts of the Greenway system in Cornelius, which is a part of (i) County's Greenway Master Plan and (ii) Town's Greenway Master Plan, said Greenway trail system being an important project serving the public interest and enjoyment for the people of Cornelius; and

WHEREAS, the Town, in recognizing the need for the purchase of this Property, has offered to contribute $200,000.00 (Two Hundred Thousand and No/100s Dollars) to the County to assist in the purchase of said Property; and

WHEREAS County received approval from the Board of County Commissioners on Tuesday, September 19, 2023 to accept the Offer of Sale and part of the presentation to the Commissioners and integral to their decision was the contribution from the Town; and

WHEREAS, the tentative closing date for said Property is 21st of November, 2023.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Town and County agree as follows:

1. Town will wire the sum of $200,000.00 (Two Hundred Thousand and No/100s Dollars) to Mecklenburg County no later than 30 days after the County provides evidence to Town that County has closed on the Property. Sufficient evidence shall be a recorded copy of the deed or a Closing Statement;

2. County will purchase the Property and County shall specify the place and time of closing, which shall take place on November 21, 2023 unless the closing is further delayed for reasons beyond County's control (such as title and/or lien problems, survey questions, or adverse matters discovered during County's environmental or other investigations), in which event the closing date will be delayed until such issues have been resolved to

County's sole satisfaction. Should these issues not be resolved to County's sole satisfaction, then County shall have no obligation to purchase said Property;

3. At all times, title to the Property shall be in the name of Mecklenburg County, and this Agreement confers no property right whatsoever to the Town;

4. Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the remaining provisions herein, and the Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.

5. Governing Law: This Agreement shall be subject to and governed by the laws of the State of North Carolina

.

6. Amendments: This Agreement may not be amended, added to, or changed except by written agreement signed by both parties.

7. Assignment: Neither this Agreement nor any rights or obligations created herein shall be assigned by either party without the express written consent of the other party.

8. Notices: All notices provided herein shall be in writing and served upon the parties at the then-current mailing address for each party.

9. Termination: This Agreement shall automatically terminate if the Offer on the Property terminates.

10. Indemnification and Hold Harmless: Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance or omission of any act or responsibility of that party under this Agreement. If a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause the insurers to do likewise.

11. Entire Agreement: This Agreement contains the entire agreement between the Parties concerning this reimbursement for the Property. There are no other agreements (either oral or written) with respect to the reimbursement which is the subject matter of this Agreement, which may not be altered, modified, or amended except by a writing signed by the Parties.

12. Force Majeure: Neither Party shall be deemed in default with respect to any of the terms, covenants and conditions of this Agreement if such Party fails to perform and its failure is due (in whole or in part) to: any strike, lockout, labor trouble (whether legal or illegal, and except for such events which are caused by that Party's own employees), civil disorder, inability to procure material, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, civil strife, fuel shortages, accidents, casualties, Acts

of God, acts caused directly or indirectly by the other Party (or the other Party's agents, employees or invitees), or any other cause beyond the commercially reasonable control of the non-performing Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

TOWN:

TOWN OF CORNELIUS,
a municipal corporation organized
under the laws of the State of North Carolina

By: _____
Name: _____
Title: _____

COUNTY:

MECKLENBURG COUNTY,
a political subdivision of the State of North Carolina

By: _____
Name: Dena Diorio
Title: County Manager

Approved as to Form:

_____
Susan Hall
Assistant County Attorney
Mecklenburg County Government

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.K. Resolution - LIV Development, Antiquity Streets

To: Mayor and Board of Commissioners

From: Wayne Herron, Deputy Manager

Action Requested:

Town and County Staff have been working for some time to facilitate the streets in Antiquity to be completed and turned over to the Town for maintenance. Staff has been working very closely with the Antiquity HOA. In addition, recently the coordination has necessitated the involvement of both Town and County Attorneys as well two different development groups. Finley Development (Antiquity LLC) controls the majority of the streets in the single-family residential portion of the development. LIV Development controls the area around the multi-family.

1. Antiquity LLC area has been provided a deadline of December 31st by the County Attorney. In discussions with Antiquity LLC and their Attorney, Susan Irvin, it appears they are making every effort to meet this deadline and turn the remaining single-family streets over to the Town.
2. LIV has requested a one-year maintenance bond to correspond with the warranty they will be receiving from their contractor. Due to the time that has passed and the desire of the Town and HOA to move this project forward ASAP, Staff is recommending the Town accept the one-year maintenance bond as a legal settlement and move forward to take the streets if they pass County inspections.

Manager's Recommendation:
Consider approval of Resolution for Settlement Agreement

ATTACHMENTS:
Resolution.Antiquity Streets.9.25.23 (002).pdf

Resolution No. 2023-_____

TOWN OF CORNELIUS
RESOLUTION AUTHORIZING SETTLEMENT

WHEREAS, LIV Development ("LIV"), Antiquity, LLC ("Antiquity") Mecklenburg County and the Town of Cornelius have been working together to formulate a plan to complete portions of the right-of-way infrastructure in the Antiquity Neighborhood as shown on Exhibit A attached hereto ("LIV Streets");

WHEREAS, a dispute arose between LIV and Antiquity (together, the "Developers") regarding which party was responsible for completing the LIV Streets;

WHEREAS, as a result of the dispute, neither Developer performed as required under the Town of Cornelius Land Development Code Chapter 12;

WHEREAS, the Town exercised its right to call performance bonds as permitted by Town of Cornelius Land Development Code Chapter 12.14.6. LIV objected to the actions of the Town;

WHEREAS, all Parties have agreed to settle their differences such that the Developers will complete the LIV Streets to standards required by the Town and Mecklenburg County on or before December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF COMMISSIONERS OF THE TOWN OF CORNELIUS that:

1. The Town Board hereby authorizes the Town Manager or his designee to settle the dispute related to completion of the LIV Streets.

2. The Town Board further resolves that so long as improvements completed by Developers to the LIV Streets meet Town of Cornelius and Mecklenburg County standards on or before December 31, 2023, in lieu of the requirements of Town of Cornelius Land Development Code 12.14.5, LIV shall guarantee all improvements against defects in workmanship and materials for a period of one year from the date of a final inspection by Mecklenburg County. LIV shall file with the Town a one-year maintenance bond with adequate sureties in an amount determined by the Town Manager or consulting engineer to be sufficient to assure proper maintenance and repair of such improvements for the warranty period.

3. BE IT FURTHER RESOLVED that all actions heretofore taken by the Town Manager or his delegee in furtherance of the foregoing resolution are hereby ratified, adopted and approved in all respects.

Adopted this _____ day of October, 2023.

Woody Washam

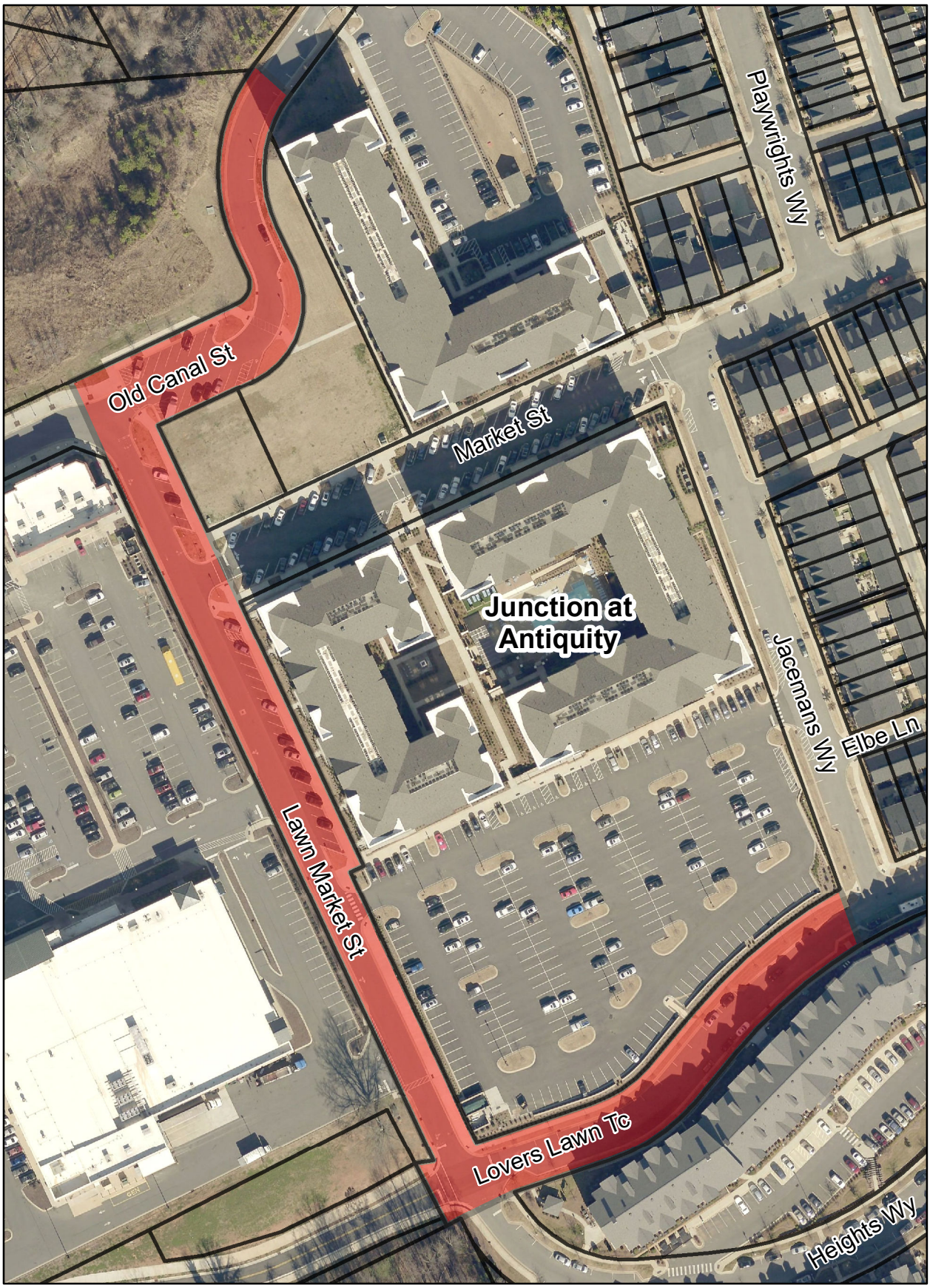
ATTEST:

Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

Karen Wolter, Town Attorney

Exhibit A


N
Playwrights Wy
Old Canal St
Market St
Junction at Antiquity
Jacemans Wy
Elbe Ln
Lawn Market St
Lovers Lawn Tc
Heights Wy
0 50 100 200 Feet

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.L. Zion/Bailey Traffic and Design Study

To: Mayor Washam and Commissioners

From: Wayne Herron, Deputy Town Manager

Action Requested:
In June of this year, the Town Board adopted a Resolution supporting the study of the Zion Avenue Connector. In subsequent meetings, the Town Board also noted a desire to study mitigation for traffic related to the schools and park on Bailey Road.

Staff combined the Request for Qualifications (RFQ) to include both projects. The Town received proposals and has selected Kimley Horn to conduct the project. Kimley Horn has submitted a proposal with five tasks that are broken down as follows:

Task 1 & 2 – Data Collection – Traffic Counts, Imaging, and Site Visit $29,000
Task 3 – Bailey Road Schools and Park Traffic Mitigation $84,500
Task 4 – Zion Alternative Analysis $31,500
Task 5 – OPCC $5,500

Total Lump Sum Fee $150,500

The traffic counts and data collection will occur the week of October 16th with analysis and public engagement occurring over the next six months.

Manager's Recommendation:
Approve a contract with Kimley Horn in the amount of $150,500 for the study of Zion/Bailey Traffic and Design and provide authority to the Town Manager and Town Attorney to finalize the terms and conditions, and execute it.

ATTACHMENTS:
Contract For Services.KH.Bailey.Zion.10.2023.docx
2023-10-06 Exhibit 1 - Zion Ave Bailey Road (002).pdf

TOWN OF CORNELIUS
CONTRACT
(Short Form)

This Contract ("Contract") is made and entered into to be effective ____ day of October, 2023 ("Effective Date") between Town of Cornelius (the "Town") and Kimley-Horn and Associates, Inc. (the "Consultant" or "Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Consultant; Description of Products and Services Provided.

   A. Consultant agrees to provide the services (the "Services") as more particularly described on the scope and price list attached hereto and incorporated herein by reference as Exhibit 1.
   B. The term of this Contract shall be from the Effective Date – the earlier of the date Services are completed or June 30, 2024.
   C. This Contract does not grant the Consultant the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Consultant (or not at all) at the discretion of the Town.
   D. The Consultant shall begin work immediately upon issuance of a written notice to proceed. The Consultant agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Consultant represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by reputable members of its profession providing similar Services under similar conditions and in the same locality at the time the Services are provided; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; and (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulation consistent with the professional standard of care.
   E. Additional Insurance. In addition to the insurance required pursuant to Section 23 of the Standard Terms and Conditions for All Contracts, the Consultant certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by the Town.

2. Obligations of the Town. The Town hereby agrees to pay to the Consultant for the faithful performance of this Contract a total not to exceed one hundred fifty thousand and five hundred dollars ($150,500) as follows ("Contract Price"):

Task 1: Data Collection – Counts and Site Visit:	$23,500
Task 2: Data Collection – Drone Footage:	$ 5,500
Task 3: Bailey Road Schools and Park Traffic Mitigation:	$84,500
Task 4: Zion Alternative Analysis:	$31,500
Task 5: OPCC	$ 5,500
TOTAL NOT TO EXCEED:	$150,500

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, Consultant shall submit a cost estimate for such services and a contract modification for cost and fee shall be negotiated and approved by the Client.

3. Town's Project Manager. Wayne Herron is designated as the Project Manager for the Town. The Project Manager shall be the Town's representative in connection with the Consultant's performance under this Contract. The Town has complete discretion in replacing the Project Manager with another person of its choosing.

4. Primary Client Contact for the Consultant. _____ is designated as the Primary Contact for the Consultant. The Primary Contact is fully authorized to act on behalf of the Consultant in connection with this Contract.

5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Accounts Payable Department with a copy to the Town's Project Manager.

6. Standard Terms and Conditions: The Consultant agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

7. Use of Federal Funds. If the source of funds for this Contract is federal funds, all applicable federal laws, regulations and provisions apply, specifically including (without limitation) the following federal provisions that apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

8. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the Town and the Consultant have executed this Contract on the day and year first written above.

Kimley-Horn and Associates, Inc.

_____

the Consultant Name

_____

Signature of Authorized Representative Date

_____

the Consultant's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Cornelius

_____

Signature of Authorized Representative Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Signature of Authorized Finance Officer Date

Approved as to Form:_____
Town Attorney

Attachment A

Standard Terms and Conditions

1. Defined Terms. “Contract” means the agreement between the Town and Consultant which consists of the applicable Contract Documents. “Contract Documents” means: (i) any applicable purchase order between Consultant and the Town specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Consultant’s response thereto), and (iv) any other terms and conditions of a written agreement signed by Consultant and the Town that deals with the same subject matter. “Purchase Order” means any applicable purchase order issued by the Town.
2. Compliance with All Laws. Consultant warrants that all performance hereunder shall be in accordance with all applicable federal, state, and local laws, regulations, and orders. The right of Consultant to proceed may be terminated immediately by written notice if the Town determines that Consultant, its agent, or another representative, has violated any provision of law.
3. Nondiscrimination. During the performance of the Contract, the Consultant shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age, or disability.
4. Conflict of Interest. The Consultant represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Consultant shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
5. No Gratuities to the Town. The right of the Consultant to proceed may be terminated by written notice if the Town determines that the Consultant, its agent, or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
6. No Kickbacks to the Consultant. The Consultant shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Consultant has grounds to believe that a violation of this clause may have occurred, the Consultant shall promptly report to the Town in writing the possible violation.
7. E-Verification. The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
8. Indemnification. The Consultant shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) caused by Consultant's failure to comply with any applicable law, ordinance, regulation, or industry standard of care; or (b) caused by the Consultant's breach of the terms and conditions of the Contract. In the event the Consultant, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Consultant agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
9. Insurance. Unless such insurance requirements are waived or modified by the Town, the Consultant certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Consultant shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Consultant shall maintain commercial general liability insurance that shall protect the Consultant from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If

applicable to the Consultant, the Consultant shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Consultant shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Consultant to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Consultant or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

10. Additional Insurance. In addition to the insurance required pursuant to Paragraph 14 of the Standard Terms and Conditions for All Contracts, the Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Professional liability insurance with a policy limit of not less than $3,000,000 per claim and $5,000,000 in in the aggregate.
11. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Consultant. If the Contract is terminated by the Town in accordance with this paragraph, the Consultant will be paid for Services actually delivered or performed up to the date of termination.
12. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Consultant. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Consultant shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith.
13. Contract Funding. It is understood and agreed between the Consultant and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Consultant receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. The Town shall not be liable to the Consultant for damages of any kind (general, special, consequential, or exemplary) as a result of such termination.
14. Contract Transfer. The Consultant shall not assign, subcontract, or otherwise transfer any interest in the Contract without the prior written approval of the Town.
15. Contract Personnel. The Consultant agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
16. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Consultant.
17. Relationship of Parties. The Consultant is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Consultant. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Consultant and the Town. Employees of the Consultant shall remain subject to the exclusive control and supervision of the Consultant, which is solely responsible for their compensation.
18. No Advertisement. The Contract will not be used in connection with any advertising by the Consultant without prior written approval by the Town.
19. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Consultant for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Consultant specifically waives any claim for interest.
20. Background Checks. At the request of the Town's Project Manager, the Consultant (if an individual) or any individual employees of the Consultant shall submit to the Town criminal background check and drug testing procedures.
21. Confidential Information. Employee Personnel Information: If, during the Consultant's performance of the Contract, Consultant should obtain any information pertaining to employees of the Town's personnel records, Consultant agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Consultant agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral,

written or otherwise, conveyed by the Town to the Consultant in connection herewith or procured, developed, produced, manufactured or fabricated by the Consultant in connection herewith or procured, developed, produced, manufactured or fabricated by the Consultant in connection with the Consultant's performance hereunder (collectively, "Information"). The Consultant shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Consultant shall not, without the prior written consent of the Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Consultant hereunder. Any technical knowledge or information of the Consultant which the Consultant shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.

22. Intellectual Property. The Consultant agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss, or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession, or sale of the Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
23. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
24. No Third-Party Benefits. The Contract shall not be considered by the Consultant to create any benefits on behalf of any third party. The Consultant shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
25. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. “Force Majeure” shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
26. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
27. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action is instituted by the Consultant hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. The Consultant may not assign, pledge, or in any manner encumber the Consultant's rights under this Contract or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
28. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
29. FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

EXHIBIT 1

Identification of Project: ZION AVENUE CONNECTOR FEASIBILITY STUDY AND STUDY OF TRAFFIC MITIGATION ALTERNATIVES

Project Understanding:
We understand that the Town wants to identify traffic mitigation alternatives along Bailey Road and at the connection of Bailey Road to NC 115 and the Zion Avenue Connector. Based on conversations with the Town, Board of Commissioners, and residents, there are current transportation concerns along this corridor and at these intersections that are impacted by school traffic and park traffic.

We also understand that the Town wants to develop a feasibility study for the Zion Avenue Connector. This connection will extend from the current southern terminus of Zion Avenue to Bailey Road, across from the Bailey Road Park access. A feasibility study for this Connector will consider several alternatives to review costs, property impacts, and utility impacts.

Our scope of services is outlined below.

Specific scope of basic Services:

Task 1 – Data Collection – Counts and Site Visit
Three peak-period turning-movement counts will be collected for the following timeframes:

- AM: 6:45 – 9:45 AM
- Afternoon: 1:45 – 4:45 PM
- PM: 4:45 – 7:00 PM

The three days of data collection will be confirmed with Town staff.

These timeframes are based on the following school schedules:

- Bailey Middle School (BMS)l: 9:15 AM – 4:15 PM
- Hough High School (HHS): 7:15 AM – 2:15 PM

Peak period turning-movement counts will be collected at the following intersections:

- NC 115 and Bailey Road
- Bailey Road and Bailey Road Park Entrance
- Bailey Road and Bailey Road Park Exit
- Bailey Road and BMS Bus Access
- Bailey Road and BMS Entrance
- Bailey Road and BMS Exit
- Bailey Road and Baileys Glenn Boulevard
- Baileys Glenn Boulevard and Bus Access
- Bailey Road and Bailey Springs Drive/HHS Access
- Bailey Road and Avery Park Drive
- Bailey Road and HHS Student Access

Up to four (4) Kimley-Horn staff members will perform a site visit along the project corridor during the peak periods on one day to observe existing travel patterns and driver behaviors.

Kimley-Horn will utilize available online aerials to collect background information, including intersection laneage, speed limits and traffic control operations.

Available annual average daily traffic (AADT) counts from North Carolina Department of Transportation (NCDOT) will be obtained.

Five years of crash data will be obtained from NCDOT.

Deliverables:

1. *Turning Movement Counts*

Task 2 – Data Collection – Drone Footage

Drone footage of BMS and HHS operations will be collected during the three days of data collection included as part of Task 1.

Deliverables:

1. *Drone Video*

Task 3 – Bailey Road Schools and Park Traffic Mitigation

Peak-hour traffic volume projections will be prepared for the following peak hours:

- HHS Morning
- BMS Morning
- HHS Afternoon
- BMS Afternoon
- PM Peak Hour

One day of data will be used for development of the peak-hour traffic volume projections. The day and peak hour for each of these timeframes will be determined based on the turning movement counts and coordination with Town staff.

Peak-hour traffic volume projections will be prepared for the study area intersections identified above as appropriate for the following scenarios:

1. Existing Conditions
2. Horizon Year No-Build conditions – without Zion Avenue Connector
3. Horizon Year No-Build conditions – with Zion Avenue Connector
4. Horizon Year Build conditions – up to 3 build improved scenarios without Zion Avenue Connector
5. Horizon Year Build conditions – up to 3 build improved scenarios with Zion Avenue Connector

The Horizon Year will be provided by the Client.

Improvement scenarios will be determined based on the results of the analysis and discussions with Town staff, but the following alternatives could be considered:

- Additional Capacity – Turn Lanes/Traffic Signals
- Additional Capacity – 4 lane section
- Modified School Schedules/Operations

Kimley-Horn will develop base year traffic estimates and future year traffic forecasts to provide input information for the traffic analysis. A traffic estimate will be prepared for the existing year (2023) No Build, and traffic forecasts will be prepared for the future year (2050) No-Build, and future year (2050) Build conditions, where Build conditions represent the extension of Zion Avenue from Mt. Zion Parkway to Bailey Rd at Bailey Road Park.

The forecast will be based on traffic counts, historic traffic data, as well as information from the most recent version of the Metrolina Regional Model (MRM). Design data factors (design hour % (k-factor), directional % and direction, and daily heavy vehicle % (Duals and TTSTs) will be included for the AM and PM peak periods as appropriate.

Forecast information will be provided at the following locations:

1. NC 115 and Bailey Rd
2. Bailey Rd and Baily Road Park Entrance/Zion Avenue Connector

Peak-hour volume projections will be prepared for the study intersections based on the following approach:

- Existing traffic analysis will be based on the collected turning movement counts.
- Forecast information will be converted to peak-hour turning movement volumes and interpolated to the Horizon Year for analysis using the NCDOT Intersection Analysis Utility (IAU) spreadsheet.
- Existing turning movement counts and forecasted turning movement volumes will be compared to determine a growth rate to apply to the remaining study area intersections when determining horizon year traffic volumes.
- Existing peak hour factors and heavy vehicle percentages will be utilized in all analysis scenarios.
- Up to 2 approved offsite developments (not included in the MRM) will be included in the future year analysis.

Utilizing the traffic volume projections developed as described above, a detailed traffic engineering capacity analysis will be prepared using Synchro traffic analysis software for the peak-hour analysis scenarios listed above. Due to buses stopping at the railroad crossing/blockage at NC 115, consideration will be given to reflecting this delay in the Synchro analysis.

Based on the analyses results, general recommendations for needed roadway, operational or other physical improvements will be identified to accommodate future traffic in the study area identified above. Kimley-Horn will prepare a draft report summarizing the findings in the capacity analysis, as well as the study approach and methodology in the volume development for submittal to the Town. Figures will be developed to help convey the results of the analysis.

Up to three (3) Kimley-Horn staff members will attend one virtual meeting with the Town to discuss the results of the traffic analysis prior to the community meeting.

Kimley-Horn will facilitate an in-person informational community meeting after the traffic analysis has been completed. This meeting will convey the study results to the public and allow an opportunity for citizens to provide feedback on identified improvements. This community meeting will be attended by up to four (4) Kimley-Horn staff members.

Up to three (3) Kimley-Horn staff members will attend one virtual meeting with the Town to review the feedback and outcomes of the community meeting and identify the alternatives that will move forward to sketch-level graphics.

Kimley-Horn will prepare up to three (3) concepts to convey the recommended roadway improvements needed for each alternative. Roadway linework for lanes will be presented on an aerial graphic. No modeling is included for these concepts.

Up to two (2) Kimley-Horn staff members will attend one (1) Town Board meeting to present the results of the analysis. Kimley-Horn will prepare a PowerPoint presentation for use in this meeting.

This scope assumes no coordination with NCDOT.

Deliverables:

1. *Report*
2. *PowerPoint presentation*
3. *PDF showing intersection alternatives*

Task 4 – Zion Alternative Analysis

Kimley-Horn will coordinate with the Town to plan for a future Zion Road Connector to Bailey Road. This

task will be completed utilizing the latest GIS information, aerial information, and field reconnaissance information gathered. Preliminary design and engineering will be required in future phases and is not a part of this scope. As a part of this task Kimley-Horn will provide the following services:

Kimley-Horn will develop functional plans and alternatives for the following design elements:

- Zion Connector (MCLDS #11.27 Commercial Street - 12.5' Travel lanes, 5' bike lanes, 2'-6" curb and gutter, 10' Planting Strip, 5' sidewalk, and a 1' transition zone on either side).
- Up to 3 alignment concepts

Functional plans will consist of the following design and plan elements:

- Establish design criteria.
- Typical sections for alignment – Reference Mecklenburg County Land Development Standard #11.27.
- Centerline alignments with curvature radii and stationing at 100-foot intervals
- Lane lines and geometric layout
- Scroll drawing at 100 scale
- Profiles with grids showing existing ground lines, proposed grades, length of vertical curves, design speed and K values
- Construction limits for alignments
- Approximate right-of-way limits and easement limits
- Environmentally sensitive areas (floodplains, wetlands, streams, historic boundaries)

Assumptions:

- There are no current development plans to consider, and all three alternatives will terminate at the Baily Road Park Entrance.

Deliverables:

1. *Design criteria*
2. *Functional Plans for up to two (3) corridor alternatives*

Task 5 – Opinion of Probable Construction Cost (OPCC)

To inform the Town's decision-making process moving forward, it is anticipated that project costs will need to be developed to understand the overall project cost of the proposed improvements.

Kimley-Horn will prepare preliminary OPCC for the roadway alternatives. Kimley-Horn will utilize the most current and readily available unit prices. Preliminary OPCC numbers are anticipated to include:

- Clearing and grubbing
- Earthwork
- Pavement quantities
- Fine grading
- Guardrail/handrail
- Major structures (culverts over 60", bridges and retaining walls)
- Concrete infrastructure (curb and gutter, islands, sidewalks)
- Assumed minor drainage infrastructure (cost per foot)
- Erosion control – Lump sum
- Traffic control – Lump sum
- Assumed utility relocation (cost per foot)
- Right-of-way and easements
- Soft costs (contingency, CE&I, design, permitting and survey)

Assumptions:

- Utility costs will be at the planning level. No coordination with utility owners is anticipated.
- Right-of-way costs per area to be provided by the Town and applied to areas developed by Kiley-Horn for Right of way and Temporary Construction Easements.

Deliverables:

1. *Opinions of Probable Cost (OPC) for alternatives in both PDF and Excel formats.*

Additional Services:
Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional approved developments
- Additional intersections to be a part of the study area
- Additional analysis scenarios
- Traffic signal warrant studies
- Ped/bike analyses
- Sight distance studies
- Utility Coordination
- Environmental Services
- Railroad Coordination
- NCDOT involvement

Schedule: The Consultant will provide the services described above as expeditiously as practicable to meet a mutually agreed upon schedule.

Terms of compensation:
Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Data Collection – Counts and Site Visit	$23,500
Task 2 – Data Collection – Drone Footage	$5,500
Task 3 – Bailey Road Schools and Park Traffic Mitigation	$84,500
Task 4 – Zion Alternative Analysis	$31,500
Task 5 – OPCC	$5,500
Total Lump Sum Fee	**$150,500**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

9.M. Police Vehicle Purchase Contract

To: Mayor and Board of Commissioners

From: David Baucom, Police Chief

Action Requested:

The police department is requesting approval to enter into a contract to purchase (6) Dodge Durangos from Horace G. Ilderton DBA Ilderton Dodge Chrysler Jeep Ram with existing budget funds. Horace G. Ilderton DBA Ilderton Dodge Chrysler Jeep Ram has the contract with the North Carolina Sheriff's Procurement Program therefore no bidding process was required. These SUVs will be utilized as patrol vehicles.

Manager's Recommendation:
Approve a contract with Ilderton Dodge Chrysler Jeep Ram in the amount of $255,186.00 and authorize the Town Manager and Attorney to finalize the terms and conditions and execute it.

ATTACHMENTS:
Ilderton Quote_Dodge Durangos.pdf
Cornelius - Template Contract_Ilderton_10-09-23.docx

ILDERTON

701-712 South Main Street
High Point, NC 27260
(336) 841-6100

9/25/2023

Buyer:	CORNELIUS PD	**Cell:**			
	LT TRACY CROSBY				
Phone:	704-892-1363	**Phone:**			
E-Mail	tcrosby@corneliuspd.org	**Fax:**			

			TRADE
VEHICLE	DODGE DURANGO PURSUIT AWD	**Make:**	
Year:	2024	**Model:**	
Color:	BLACK	**Year:**	
Engine:	5.7L V8 HEMI MDS VVT	**Color:**	
Drive	8-SPD AUTO 8HP70	**VIN:**	
Mileage:		**Stock #:**	
		ACV:	

MSRP

Sale Price NC SHERIFF'S CONTRACT 22-08-0913RR **$ 42,381.00**

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Options Included

VINYL FLOOR / CLOTH FRONT	$ -	BLIND SPOT CROSS PATH DETECTION	$ -
4 KEY FOBS / SHIFTER ON THE COLUMN	$ -	CLASS IV RECEIVER HITCH	$ -
BLACK STEEL WHEELS WITH SILVER CENTER CAPS			$ -
VINYL REAR SEAT	$ 150.00		$ -
	$ -		$ -
	$ -		$ -
			$ -
	$ -		$ -
	$ -		$ -

Options Total **$ 150.00**

Sub Total **$ 42,531.00**

Units: 6

BALANCE DUE **$255,186.00**

Manager *Kim Tuttle*
ASST DIRECTOR OF FLEET SALES

Customer
AUTHORIZED PERSONEL

TOWN OF CORNELIUS
CONTRACT

This Contract ("Contract") is made and entered into to be effective October 10, 2023 ("Effective Date") between Town of Cornelius (the "Town") and Horace G. Ilderton DBA Ilderton Dodge Chrysler Jeep Ram (the "Vendor" or "Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Vendor; Description of Products and Services Provided.
   A. Vendor agrees to provide the services, goods, materials, equipment, and/or software (the "Services" and/or "Goods," as appropriate) as more particularly described on the scope and price list attached hereto and incorporated herein by reference as Exhibit 1.
   B. The term of this Contract shall be from the Effective Date – June 30, 2024
   C. This Contract does not grant the Vendor the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Vendor (or not at all) at the discretion of the Town.
   D. The Vendor shall begin work immediately upon issuance of a written notice to proceed. The Vendor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Vendor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of the Town. The Town hereby agrees to pay to the Vendor for the faithful performance of this Contract as follows ("Contract Price"): $255,186.00

3. Town's Project Coordinator. Chief David Baucom is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Vendor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.

4. Primary Client Contact for the Vendor. Kim Tuttle is designated as the Primary Contact for the Vendor. The Primary Contact is fully authorized to act on behalf of the Vendor in connection with this Contract.

5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Officer. The Vendor to submit invoices at the time of delivery.

6. Standard Terms and Conditions: The Vendor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

7. Use of Federal Funds. If the source of funds for this Contract is federal funds, all applicable federal laws, regulations and provisions apply, specifically including (without limitation) the following federal provisions that apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd

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Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

8. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

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IN WITNESS WHEREOF, the Town and the Vendor have executed this Contract on the day and year first written above.

Kim Tuttle

the Vendor Name

Signature of Authorized Representative Date

the Vendor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Cornelius

Signature of Authorized Representative Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Authorized Finance Officer Date

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Attachment A

Standard Terms and Conditions
(All Contracts)

1. Defined Terms. "Contract" means the agreement between the Town and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and the Town specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and the Town that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to the Town. "Purchase Order" mean any applicable purchase order issued by the Town. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, The "Town" means the Town of Cornelius. "Vendor" means the party contracting with the Town and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. Written Agreement Signed by Both Parties; Acceptance of Purchase Order Terms and Conditions when there is not a Separate Written Agreement Signed by Both Parties. When a Contract is signed by both the Town and Vendor then the Purchase Order issued by the Town is for administrative convenience and is not part of the Contract Documents. When there is not a separate Contract signed by both the Town and Vendor, then Vendor's acknowledgment of the terms of any Purchase Order, without timely objection, or Vendor's shipment or performance of any part of a Purchase Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of the Purchase Order, together with the terms and conditions of any other applicable Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Vendor and the Town with respect to the purchase by the Town of the Services and/or Goods work performed as described in the Contract Documents. In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. A Purchase Order constitutes an offer by the Town and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication from Vendor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
3. Cancellation of Purchase Order. The Town may cancel any Purchase Order or portion thereof without liability, if: (a) Vendor fails upon request to give reasonable assurance of timely performance or the Town otherwise determines that it has reasonable grounds for insecurity regarding Vendor's performance; (b) conforming Goods or Services (including the quantities specified for delivery) are not delivered within the time specified or, if no time is specified, within a commercially reasonable time; (c) Vendor otherwise breaches the Contract and such breach is not corrected within thirty (30) days following written notice of breach; or (d) cancellation is otherwise required or allowed by law. Additionally, the Town may cancel any Purchase Order or portion thereof for convenience. If the Purchase Order is cancelled by the Town in accordance with this paragraph, the Vendor will be paid for Goods actually delivered; otherwise such cancellation shall be without liability.
4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by the Town. The award of a term contract neither implies nor guarantees any minimum or maximum purchases. Materials received in excess of quantity specified on the purchase order , at the Town option's, may be returned at the Vendor's expense.
5. Prices. If Vendor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Vendor agrees to give the Town the benefit of such lower price on any such Goods. In no event shall Vendor's price be higher than the price last quoted

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or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

6. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's accounts payable department with a copy to the Town Project Coordinator.
7. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents. Any freight charges prepaid by Vendor are to be itemized on the invoice unless stated otherwise in writing by form of quote, bid, contract. In instances where Goods are shipped against this order by parties other than those specified on the Purchase Order, the third=party shipper must be instructed to list the Town purchase order number on all packages, bills of lading, etc. to insure prompt identification of order.
8. Taxes. Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for the Town's records.
9. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
10. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals."
12. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Vendor's reasonable control and without Vendor's fault or negligence.
13. Risk of Loss. Vendor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by the Town or its nominee.
14. Rejection. All Goods shall be received subject to the Town's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Vendor's expense or may be accepted at a reduced price. the Town may require Vendor to promptly replace or correct any rejected Goods Services and, if Vendor fails to do so, the Town may contract with a third party to replace such Goods Services and charge Vendor the additional cost.
15. Warranties. Vendor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Town of the Goods and shall run to the Town and any user of the Goods. This express warranty is in addition to Vendor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, the Town shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
16. Compliance with All Laws. Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if the Town determines that Vendor, its agent or another representative, has violated any provision of law.
17. Nondiscrimination. During the performance of the Contract, the Vendor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
18. Conflict of Interest. The Vendor represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. the Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
19. No Gratuities to the Town. The right of the Vendor to proceed may be terminated by written notice if the Town determines that the Vendor, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.

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20. No Kickbacks to the Vendor. The Vendor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Vendor has grounds to believe that a violation of this clause may have occurred, the Vendor shall promptly report to the Town in writing the possible violation.
21. E-Verification. The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
22. Indemnification. The Vendor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Vendor's breach of the terms and conditions of the Contract. In the event the Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Vendor agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
23. Insurance. Unless such insurance requirements are waived or modified by the Town, the Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Vendor shall maintain commercial general liability insurance that shall protect the Vendor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Vendor, the Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Vendor shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Vendor to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Vendor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
24. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Vendor. If the Contract is terminated by the Town in accordance with this paragraph, the Vendor will be paid for Services actually delivered or performed.
25. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Vendor. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Vendor shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
26. Contract Funding. It is understood and agreed between the Vendor and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
27. Improper Payments. The Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. The Vendor shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The

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Vendor shall make such refunds within 30 days after the Town notifies the Vendor in writing that a payment has been determined to be improper.

28. Contract Transfer. The Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
29. Contract Personnel. The Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
30. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Vendor.
31. Relationship of Parties. The Vendor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Vendor and the Town. Employees of the Vendor shall remain subject to the exclusive control and supervision of the Vendor, which is solely responsible for their compensation.
32. No Advertisement. The Contract will not be used in connection with any advertising by the Vendor without prior written approval by the Town.
33. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Vendor specifically waives any claim for interest.
34. Background Checks. At the request of the Town's Project Coordinator, the Vendor (if an individual) or any individual employees of the Vendor shall submit to the Town criminal background check and drug testing procedures.
35. Confidential Information. Employee Personnel Information: If, during the Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of the Town's personnel records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Vendor agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Vendor in connection herewith or procured, developed, produced, manufactured or fabricated by the Vendor in connection herewith or procured, developed, produced, manufactured or fabricated by the Vendor in connection with the Vendor's performance hereunder (collectively, "Information"). The Vendor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Vendor shall not, without the prior written consent of the Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Vendor hereunder. Any technical knowledge or information of the Vendor which the Vendor shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.
36. Intellectual Property. The Vendor agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
37. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
38. No Third-Party Benefits. The Contract shall not be considered by the Vendor to create any benefits on behalf of any third party. The Vendor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
39. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.

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40. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
41. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Vendor hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Vendor may not assign, pledge, or in any manner encumber the Vendor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
42. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

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REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

10.A. Amend 2023 Board of Commissioners Meetings Calendar

To: Mayor and Board of Commissioners

From: Andrew Grant, Town Manager

Action Requested:
The Town Board desires to cancel its November 6th regular meeting by approving a Resolution to amend the 2023 Regular Meetings calendar.

Manager's Recommendation:
Approve a Resolution amending the Board of Commissioners' 2023 Regular Meeting Schedule.

ATTACHMENTS:
RES-Cancel 2023-11-06 BOC Meeting.pdf

Resolution No. 2023-_____

RESOLUTION TO AMEND
THE BOARD OF COMMISSIONER'S
2023 REGULAR MEETINGS CALENDAR

WHEREAS, General Statute 160A-71 requires a Board to fix a time and place for regular meetings; and

WHEREAS, General Statute 143-318.12(a) requires the Board of Commissioners' schedule of regular meetings to be kept on file with the Town Clerk; and

WHEREAS, The Town Board of Commissions is desirous of amending the meeting calendar in cancelling the November 6th regular meeting.

NOW, THEREFORE, **LET IT BE RESOLVED** that the Board of Commissioners of the Town of Cornelius hereby amends the regular meetings calendar by cancelling the November 6th meeting.

Adopted this 16th day of October 2023.

SEAL

_____
Woody Washam, Jr., Mayor

ATTEST:

_____
Lori A. Harrell, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Town Board Meetings
2023

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
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26	27	28				

March						
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April						
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23	24	25	26	27	28	29
30						

May						
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June						
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July						
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30	31					

August						
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September						
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October						
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29	30	31				

November						
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December						
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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

Approved 12/05/22
Amended 06/19/23
Amended 10/16/23

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

10.B. Closed Session - Minutes Approval

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:
Review the October 2nd Closed Session minutes.

Manager's Recommendation:
Approve minutes as presented.

REQUEST FOR BOARD ACTION

Date of Meeting: October 16, 2023

10.C. Regular Meeting - Minutes Approval

To: Mayor and Board of Commissioners

From: Lori Harrell, Town Clerk

Action Requested:
Review the October 2nd Regular Meeting minutes.

Manager's Recommendation:
Approve minutes as presented.

ATTACHMENTS:
10-02-23 Regular Meeting.pdf

BOARD OF COMMISSIONERS
October 2, 2023
MINUTES

Mayor Washam called the Pre-meeting to order at 5:06PM with Commissioners Bilodeau, Furcht and Osborne present. Commissioner Gilroy arrived at 5:08PM and Commissioner Sansbury arrived at 5:11PM.

PRE-MEETING – 5:00PM

Closed Session Pursuant to NCGS 143-318.11(a)(3)
Mayor Washam called for a motion to go into Closed Session pursuant to NCGS 143-318.11(a)(3).

Commissioner Furcht made a motion to go into Closed Session at 5:06PM. Commissioner Osborne seconded the motion and it passed unanimously, 3-0.

Upon return from Closed Session at 5:20PM, the Pre-meeting continued with the following topics:

Torrence Chapel Park Conceptual Pickleball Project
Manager Grant presented *(Attachment 1)* the probable construction costs as of September ($491,700), the project schedule (9-12 months), and the potential financing plan for the project. He recommended that if the Board decides to move forward with the project in FY23, it will be placed on the Oct. 16th agenda for consideration of approval to utilize fund balance. Then a future Board will need to take multiple steps and voters will need to approve a Park Bond referendum to reimburse fund balance with future Park Bonds, assuming a future Board approves the sale of the bonds. The Board consensus is to move forward with approval on Oct. 16th to use FY23 fund balance.

Cyber Security Monitoring Services
Tech Ops Manager Matt Taylor presented a security monitoring service option of switching to a Managed Security Service Provider (MSSP) that will monitor cyber threats 24x7/365. The recommendation is to enter into a contract with Corvid Cyber Defense with an annual net increase of $29,348.

Manager Grant stated that he recommends shifting to Corvid Cyber Defense, approving the contract and the net increase in the FY23 operating budget to be approved on October 16th.

Agenda Review
Manager Grant provided the Board with a review of the 6:00PM agenda items.

Commissioner Furcht made a motion to adjourn the Pre-meeting at 5:55PM. Commissioner Sansbury 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 6:06PM.

2. DETERMINATION OF QUORUM
All commissioners were present at the meeting.

3. APPROVAL OF AGENDA
Mayor Washam called for a motion to revise the agenda to add Item 8C – Memorandum of Agreement, Bailey's Glen Multi-Family Amendment REZ 06-14.

Commissioner Gilroy made a motion to amend and approve the agenda as requested by Mayor Washam. Commissioner Furcht 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
No citizen comments or concerns were expressed.

6. EMPLOYEE RECOGNITION

A. Employee Recognition
Manager Grant recognized and congratulated CPD promotions of Jennifer Thompson from Captain to Major, Reggie Vanzant from Sergeant to Captain, Jonathan Sarver from Sergeant to Lieutenant, and Derek Queen from Corporal to Sergeant.

The Board congratulated each officer on their promotion.

7. PRESENTATIONS

A. FY23 Grant Final Report – ASC
ASC President Krista Terrell presented the ASC FY23 grant final report highlighting the investments made in Cornelius and the Cain Center for the Arts.

Commissioner Bilodeau acknowledged Ms. Terrell's work with ASC and congratulated her on her new endeavors as she is leaving ASC after 21 years of service.

B. FY23 Grant Final Report - Ada Jenkins Center
Ada Jenkins Center's Chief Executive Officer Harold Rice presented the Center's FY23 grant final report highlighting the services provided to families in Cornelius, Davidson and Huntersville and the upcoming renovations that will be made to the Center.

C. Lake Patrol 2023 Recap
Major Jennifer Thompson presented the 2023 Lake Patrol season review highlighting activity from Apr. 1st thru Sept. 30th that included calls for service (443), 911 calls (217), officer initiated calls (226), response times (7.91 minutes), vessel stops (102), State citations (31),

written/verbal warnings (71), arrests (3), community involvement (88), special events (31), drownings (3), and a training partnership at the new Boating Safety and Education Center located at Blythe Landing.

8. CONSIDERATION OF APPROVAL

A. Resolution - CMS Bonds Referendum

Deputy Manager Herron gave an overview of the CMS bond referendum resolution. The bond package provides the north Mecklenburg area with replacement facilities for three aged schools that include Cornelius Elementary, Huntersville Elementary and North Mecklenburg High School, as well as a new middle school.

Commissioner Sansbury made a motion to approve Resolution #2023-01107 regarding the 2023 CMS Bond Referendum. Commissioner Osborne seconded the motion and it passed unanimously, 5-0.

Resolution #2023-01107 is hereby made part of the minutes by reference.

B. Bailey Road Park Court Complex Design Contract

Parks Director Fitzsimmons explained that the Town issued a Request for Qualifications (RFQ) for the planning and design of the project and has selected Dewberry Engineers, Inc. as the most qualified engineering firm. The contract for the design of 12 new lighted tennis and 10 new pickleball courts will be constructed in phases. Phase I will start with the 10 pickleball courts, 6 of 12 tennis courts, and parking. Phase II will be the remaining 6 tennis courts, restroom building, and additional parking. The design contracts are for a total of $325,500 and the design should take 7-9 months to complete.

Commissioner Gilroy made a motion to approve design contracts with Dewberry Engineers for Phase 1 and Phase 2 in the amount of $325,500 and authorize the Town Manager and Attorney to finalize the terms and conditions and execute it. Commissioner Furcht seconded the motion and it passed unanimously, 5-0.

C. Memorandum of Agreement – Bailey's Glen Multi-Family Amendment REZ 06-14

Manager Grant explained that in 2014, rezoning case REZ 06-14 Bailey's Glen Multi-Family Amendment was approved with conditions. Condition #5.a. states that the applicant, Bluestream Partners, LLC shall work with the Town to develop facility improvements at Bailey Road Park either through construction, bonding the improvements, or providing a payment in lieu prior to construction document approval of the development. The applicant and Town have reached an agreement in the form of a Memorandum of Agreement that states Bluestream Partners, LLC will provide a $250,000 payment in lieu of park improvements at Bailey Road Park in exchange for the Town providing construction document approval of the development.

Commissioner Furcht made a motion to approve the Memorandum of Agreement and authorizing the Town Manager and Town Attorney to finalize the terms & conditions and execute it. Commissioner Sansbury seconded the motion and it passed unanimously, 5-0.

9. CONSENT AGENDA

A. Electric Fund Write-Offs *(Approved 5-0)*
B. Closed Session – 9/18 Minutes *(Approved 5-0)*
C. Regular Meeting – 9/18 Minutes *(Approved 5-0)*

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

10. MAYOR/COMMISSIONERS/MANAGER REPORTS

Commissioner Bilodeau reported on the following:

- Will be attending the TAB meeting on Oct. 3rd to continue discussions on what transportation projects can be completed by the Town, such as the Caldwell Station entrance and Jetton Road past John Connor Road.

Commissioner Osborne reported on the following:

- LKN Chamber updates – Business Expo will be held on Oct. 10th; Annual Public Safety Luncheon will be held on Oct. 19th at Northstone Country Club; golf tournament will be held on Oct. 30th; and the 2023 Candidate Forum will be held on Oct. 12th.
- Thanked the Chamber for supporting the CMS Bond Referendum.
- Met with staff and Geraldine Gardner with Centralina Regional Council.

Commissioner Sansbury reported on the following:

- Parks Department October Events – Halloween Decorating Contest is open from Oct. 2nd thru Oct. 20th; judging will be Oct. 23rd thru Oct. 27th, and winners will be announced on Oct. 30th; Cornelius Festival of Cultures will be held on Oct. 7th (3PM-6PM) at Cain Park; Second Friday Street Festival will be held on Oct. 13th (6PM-9PM) at Oak Street Mill; Laketoberfest will be held on Oct. 14th (4PM-9PM) at Bailey Road Park; Hooked on Cornelius will be held on Oct. 21st (4PM-9PM) at Robbins Park upper pond; and Halloween Treat Trail and movie Hocus Pocus will be held on Oct. 28th (3PM-6PM) at Bailey Road Park.
- Round #2 listening session for the 2024-2034 Comprehensive Parks and Greenways will be held on Oct. 5th at Town Hall, Room 204 (12:00PM and 6:45PM).

Commissioner Furcht reported on the following:

- VLN updates – PBS North Carolina Weekend to feature a weekend in Lake Norman will broadcast on Oct. 5th at 9PM; Fishers of Men East District fishing tournament was held on Sept. 28th-30th (anglers from 5 states participated) at Blythe Landing.
- Met with a Cub Scout troop at Town Hall on Sept. 19th.
- Congratulated the officers promoted this morning.
- Attended a meeting with Duke Energy to discuss lake quality.
- The Lighted Christmas Boat Parade event will be held on Dec. 16th.

Manager Grant reported on the following:

- Congratulated the officers who were promoted this morning and wonderful to see the promotions come from within the department.

Mayor Washam reported on the following:

- Attended the North Mecklenburg Affordable Housing collaboration event held on Sept. 21st.
- Attended the Smithville CommUNITY Coalition porch party on Sept. 23rd.
- About Town non-profit roundtable was held on Sept. 28th via WSIC featuring Pastor David Judge with First Baptist Church, Flor Jankowiak with the Neighborhood Care Center and Nikki Calden with Senior Community Services.
- Attended the Gala for the Cornelius Youth Orchestra

11. COMMISSIONER CONCERNS

No commissioner concerns were expressed.

12. ADJOURNMENT

There being no further business to discuss, Commissioner Furcht made a motion to adjourn at 7:27PM. Commissioner Sansbury seconded the motion and it passed unanimously, 5-0.

Torrence Chapel Park Pickleball Courts: Feasibility Study and Probable Cost Estimate Potential Financing Plan

Attachment 1

Town Board Meeting

October 2, 2023

Area Plan:



Site Plan:


30' BUFFER LINE
50' BUFFER LINE
Cornelius
S59°58'32"E 114.84'
1/2" EIR
S60°04'33"E 69.55'
S50°05'41"E 65.2
8' OPENING IN FENCING
4 NEW PICKLEBALL COURTS
REQUIRED MASONRY SCREEN / RETAINING WALL
IE USING 30' BUFFER
8' OPENING IN FENCING
6' HIGH COLOR VINYL CHAIN LINK FENCING
RELOCATED 8' WIDE MULTI-USE PATH
8' OPENING IN FENCING
8' OPENING IN FENCING
EXISTING UNDERGRO UTILITIES
EXISTIN MULTI-
EXISTING MULTI-USE PATH
7048
BB COURT
796.69
807.06
808
807
806
804
800
797

Probable Construction Costs Sept. 2023:

• Construction Documents and Permitting:	$ 14,750
• Court Construction:	$194,500
• Court Lighting:	$148,500
• Parking Expansion (18 spaces):	$ 50,000
• Landscaping:	$ 10,000
• Overhead and Profit:	$ 29,250
• Contingency (10%):	$ 45,000
• **TOTAL:**	**$491,700**

Possible Project Schedule:

- Construction Documents and Permitting: 3 months
- Informal Bid Process: 1 month
- Construction Start: 1 to 3 months
- Construction Completion: 4 to 5 months

TOTAL: 9 to 12 months

Potential Financing Plan:

- Board concurrence to move forward with project in FY23 — Oct. 2, 2023
- Board action to fund program in FY23 — Oct. 16, 2023
  - Budget Amendment ~$500K (Fund Balance)
  - Establish Capital Project Fund
  - Reimbursement Resolution
  - Exemption – Professional Services

In order to reimburse Fund Balance with future Park Bonds, Town must close on Park Bonds within 18 months of project completion (no later than December 1, 2025)

- Town Board approves Parks Bonds Referendum (legal actions, $ amount, projects) — Spring/Summer 2024
- Voters approve Parks Bonds — Nov. 2024
- Town Board establishes $ amount and Park projects included in Bonds sale — Spring 2025
- Town Board approves Park Bonds sale within FY26 Budget approval — June 2025
- Town Board approves multiple steps for Park Bonds sale — July – December 2025

Staff Recommendation:

- If Town Board decides to move forward with project in FY23, then take stated action at October 16th meeting to fund project utilizing fund balance.
- Future Board will need to take multiple steps and voters will need to approve referendum in order to reimburse Fund Balance with future Park Bonds.