

Mayor
Jill Swain

Mayor Pro-Tem
Melinda Bales

Commissioners
Ron Julian
Rob Kidwell
Sarah McAulay
Jeff Neely
Danny Phillips

Town Manager
Gregory H. Ferguson



Department Heads
Max Buchanan, Public Works
Bill Coxe, Transportation
Michael Jaycocks, Parks&Rec
Jack Simoneau, Planning
Cleveland Spruill, Police Chief
Janet Stoner, Finance

Assistant Town Manager
Gerry Vincent

Town Clerk
Janet Pierson

Town Attorney
Bob Blythe

AGENDA
Regular Town Board Meeting
September 21, 2015 - 6:30 PM
TOWN HALL(101 Huntersville-Concord Road)

I. Pre-meeting

- A. Torrence-Lytle School Update. (5:45 p.m.)
- B. Closed Session - Property Acquisition. (6:00 p.m.)

II. Call to Order

III. Invocation - Moment of Silence

IV. Pledge of Allegiance

V. Mayor and Commissioner Reports-Staff Questions

- A. Mayor Jill Swain (MTC, Commerce Station Management Team)
- B. Commissioner Melinda Bales (LNTC)
- C. Commissioner Ron Julian (LNREDC Board, Planning Coordinating Committee)
- D. Commissioner Rob Kidwell (Olde Huntersville Historic Society)
- E. Commissioner Sarah McAulay (CRTPO, COG, NC 73 Council of Planning)
- F. Commissioner Jeff Neely (Lake Norman Chamber Board, Visit Lake Norman Board)
- G. Commissioner Danny Phillips (Arts and Science Council)

VI. Public Comments, Requests, or Presentations

- A. Recognize Rohan Handa.
- B. Presentation of Be The Match Proclamation.
- C. Helping Others Help Themselves (H.O.H.T.).

VII. Agenda Changes

- A. Agenda changes if any.
- B. Adoption of Agenda.

VIII. Public Hearings

- A. Conduct public hearing on Petition #ANNEX15-03, a request by Gwendolyn J. Howard

(working with LStar) to annex 15.582-acres into the Town of Huntersville. *(David Peete)*

- B. Conduct public hearing on Petition # ANNEX15-04, a request by Skybrook LLC to annex 37.418-acres into the Town of Huntersville. *(David Peete)*

IX. Other Business

- A. Consider decision on Petition #TA15-04, a request by the Huntersville Planning Board to amend Article 7.4 of the Zoning Ordinance in regard to calculating specimen tree save mitigation requirements. *(Brad Priest)*
- B. Consider approving Huntersville Adopt-A-Street Program. *(Devona Allgood)*
- C. Consider adopting a Capital Project Ordinance for the purchase of land and the construction of a fire station on McIlwaine Road. *(Janet Stoner/Gerry Vincent/Greg Ferguson)*
- D. Consider adopting resolution declaring the intent of the Town of Huntersville to reimburse itself for Capital Expenditures incurred in connection with the acquisition, construction, equipping and furnishing of a fire station and the acquisition of land therefor from the proceeds of certain tax-exempt obligations to be issued during Fiscal Year 2016. *(Janet Stoner/Greg Ferguson)*
- E. Consider authorizing Town Manager to execute purchase contract for property on McIlwaine Road identified as Tax Parcel #015-121-15. *(Greg Ferguson)*

X. Consent Agenda

- A. Approve minutes of the August 17, 2015 Town Board Pre-meeting. *(Janet Pierson)*
- B. Approve minutes of the August 17, 2015 Regular Town Board Meeting. *(Janet Pierson)*
- C. Adopt Annexation Ordinance #ANNEX15-03 to annex 15.582-acres into the Town of Huntersville. *(David Peete)*
- D. Adopt Annexation Ordinance #ANNEX15-04 to annex 37.418-acres into the Town of Huntersville. *(David Peete)*
- E. Authorize the Town Manager to negotiate and execute a ground lease with Mecklenburg County for a 200' x 200' portion of Tax Parcel 019-371-03 to be used by the Town for a K-9 Police Dog Training Facility. *(Chief Spruill)*
- F. Authorize the Town Manager to execute purchase contract for Parcel #01710111 in the amount of \$330,000 with an additional \$5,000 in contingency for other costs incurred to execute said purchase contract. *(Max Buchanan)*
- G. Approve first amendment to the CMS Joint Use Agreement. *(Michael Jaycocks)*
- H. Authorize award of Fall 2015 Resurfacing Project to Ferebee Corporation. *(Max Buchanan)*
- I. Approve budget amendment recognizing insurance revenue in the amount of \$4,076.10 and appropriate to the HFFA non-capitalized equipment account. *(Janet Stoner/Dee Jetton)*
- J. Approve budget amendment recognizing insurance revenue in the amount of \$500.00 and appropriate to the Police's Department's insurance account. *(Janet Stoner/Chief Spruill)*
- K. Approve SL362 Property Tax Refund Report No. 42. *(Janet Stoner/Greg Ferguson)*
- L. Approve SL362 Property Tax Refund Report No. 43. *(Janet Stoner/Greg Ferguson)*
- M. Call a public hearing for Monday, October 5, 2015 at 6:30 p.m. at Huntersville Town Hall to receive comments on proposed economic development incentives to Nutech, Inc. *(Greg Ferguson)*

XI. Closing Comments

XII. Adjourn

To speak concerning an item on the Agenda, please print your name and address on the sign-up sheet on the table outside the Board Room prior to the meeting. If you wish to speak concerning an item that is added to the Agenda during the meeting, please raise your hand during that item. Each speaker will be limited to no more than 3 minutes. The Mayor, as the presiding officer may, at her discretion, shorten the time limit for speakers when an unusually large number of persons have signed up to speak.

**AS A COURTESY, PLEASE TURN CELL PHONES
OFF WHILE MEETING IS IN PROGRESS**

**Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015**

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: David Peete, Principal Planner, AICP
Subject: ANNEX 15-03 Bryton - Howard Tract Annexation

Hold Public Hearing for Monday, September 21, 2015 at 6:30 PM in the Huntersville Town Hall on petition #ANNEX 15-03, a request by Gwendolyn J. Howard (working with LStar) to annex 15.582-acres into the Town of Huntersville. The area to be annexed is contiguous to the Town of Huntersville.

ACTION RECOMMENDED:

Hold Public Hearing for September 21, 2015

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

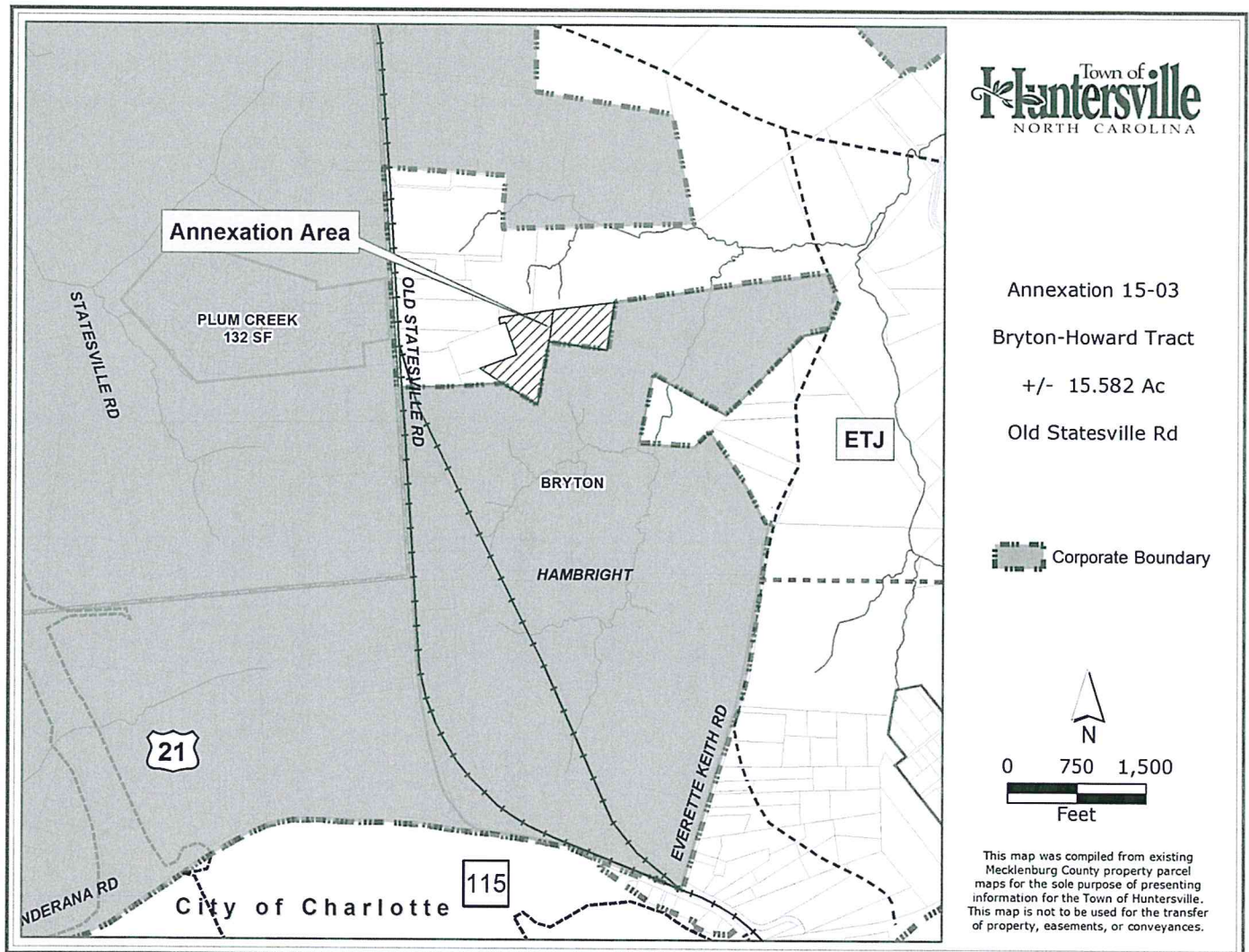
Description	Type
Public Hearing packet	Backup Material

Contiguous Annexation Petition # 15-03 Bryton – Howard Tract Annexation

EXPLANATION OF THE REQUEST

ANNEX #15-03 is for the contiguous annexation into the Town of Huntersville of 15.582-acres consisting of two (2) parcels (PIN # 019-111-17 & 18), known as the Bryton – Howard Tract.

LOCATION



BACKGROUND

Gwendolyn Howard has filed a petition with the Town of Huntersville to consider voluntary contiguous annexation pursuant to North Carolina General Statutes Section 160A-31. The proposed area to be annexed is 15.582-acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on June 30, 2015 (Attachment A).
- The Town Clerk certified the sufficiency of the petition on August 11, 2015 (Attachment B)
- The Board of Commissioners adopted a Resolution of Intent on August 17, 2015 to annex said property and set the date for the public hearing to be held on September 21, 2015 (see Attachment C).

- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on September 6, 2015. (Attachment C)
- The Towns of Cornelius, Davidson and Huntersville, as well as the City of Charlotte, have an agreement with one another to provide a standard 60-day notice period when any annexation is proposed within their jurisdictions. The Towns of Cornelius and Davidson have signed a letter agreeing to waive the full 60-day notice period so that the Town of Huntersville may proceed expeditiously with the annexation petition (see Attachments G & H). The property is not required to have a waiver from City of Charlotte, per the 2014 Annexation Agreement.

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the Final Action of this annexation takes place on September 21, 2015, the voluntary contiguous annexation would also become effective on September 21, 2015.

ATTACHMENTS

- A – Contiguous Annexation Petition
- B – Site Survey—A full size site survey is available at the Planning Department
- C - Certificate of Sufficiency
- D – Resolution of Intent to Annex
- E - Contiguous Annexation Ordinance
- F - Public Hearing Ad
- G – Town of Cornelius 60-day Notice
- H – Town of Davidson 60-day Notice

Copy



PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.
2. The area to be annexed is (contiguous) ~~(non-contiguous)~~ [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

Tax Parcel #01911117

9.28 ac (Powers)

3772 / 520 (7/18/1975)

Gwendolyn Ann J. Parks Howard

Property Owner(s)

12030 Old Statesville Road, Huntersville, NC 28078

Address of Property Owner(s)

N/A

Telephone Number

N/A

E-mail address

Gwendolyn Ann J. Parks Howard

Signature of Property Owner

June 30, 2015

Date



Copy

PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.
2. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

Tax Parcel #01911118

6.29 ac (POLARIS)

9732/957 (6/12/1998)

Gwendolyn J. Howard

Property Owner(s)

12030 Old Statesville Road, Huntersville, NC 28078

Address of Property Owner(s)

N/A

Telephone Number

N/A

E-mail address

Gwendolyn J. Howard

Signature of Property Owner

June 30, 2015

Date

CERTIFICATE OF SUFFICIENCY OF PETITION
Bryton – Howard Tract

To: The Board of Commissioners of the Town of Huntersville, North Carolina.

I, JANET PIERSON, Town Clerk, do hereby certify that I have investigated the Petition for Bryton – Howard Tract for contiguous annexation of certain property, and have found as a fact that said Petition is signed by all the owners of real property lying in the area described therein, in accordance with North Carolina General Statutes 160A-31, *et seq.* The undersigned therefore certifies that the Petition is sufficient for the voluntary annexation of a contiguous area pursuant to Section 160A-31 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville, this 11th day of August, 2015.


Janet Pierson, Town Clerk

(TOWN SEAL)

**RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Town Clerk as to the sufficiency of said petition has been made;

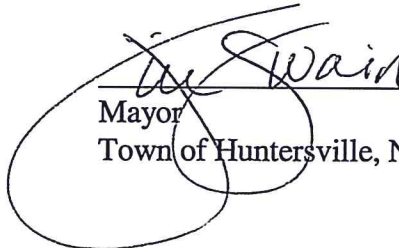
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. That a public hearing on the question of annexation of the area described herein which is contiguous to the primary town limits of the Town of Huntersville will be held at the Town Hall at 6:30 p.m. on the 21st day of September, 2015.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.



Mayor
Town of Huntersville, North Carolina

ATTEST:



Town Clerk

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LOCATED IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, TAX ID# 019-111-17 & 019-11-18 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" OPEN TOP PIPE SOUND ON THE COMMON CORNER OF THE PROPERTY OWNED BY GWENDOLYN ANN L. PARKS HOWARD (HEREINAFTER REFERRED TO AS THE SUBJECT PROPERTY) AS RECORDED IN DB 3772, PAGE 520 IN THE MECKLENBURG COUNTY REGISTER OF DEEDS AND THE PROPERTY OWNED BY DEVELOPMENT SOLUTIONS BRL, LLC. AS RECORDED IN DB 28873 PG 419 IN AFORESAID REGISTRY, SAID 1" OPEN TOP PIPE ALSO BEING LOCATED N70°30'11"E A DISTANCE OF 4548.00' FROM NCGS MONUMENT "MO22", SAID MONUMENT HAVING NC GRID COORDINATES N:597,698, 95 FT. AND E:1,450,482.55 FT. THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING TWO (2) CALLS: 1) N57°34'29"W A DISTANCE OF 438.69' TO A 1" OPEN TOP PIPE FOUND; 2) N57°32'01"W A DISTANCE OF 297.93' TO A US REBAR SET ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY DUKE POWER COMPANY AS RECORDED IN DB 2*74, PG 485 IN AFORESAID REGISTRY. THENCE ALONG SAID COMMON LINE THE FOLLOWING THREE (3) CALLS: 1) N69°26'38"E A DISTANCE OF 426.12' TO A CONCRETE MONUMENT SOUND, 2) N20°26'57"W A DISTANCE OF 364.70' TO A CONCRETE MONUMENT SOUND, 3) S69°24'53"W A DISTANCE OF 70.31' TO A CONCRETE MONUMENT FOUND ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY ONA J. HOLBROOK AS RECORDED IN DB 1969, PG 29 IN AFORESAID REGISTRY. THENCE ALONG SAID COMMON LINE N03°42'02"W A DISTANCE OF 73.80' TO A #5 REBAR SET. THENCE LEADING SAID COMMON LINE AND ALONG THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY GARY LANE NORRIS AS RECORDED IN DB 4552, PG 918 IN AFORESAID REGISTRY N82°22'30"E A DISTANCE OF 584.01' TO AN IRON FOUND, SAID IRON BEING ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY WILSON D. JOHNSTON AS RECORDED IN DB 4654, PG 6 IN AFORESAID REGISTRY. THENCE CONTINUING ALONG SAID COMMON LINE N82°22'14"E A DISTANCE OF 678.41' TO A 3/4" OPEN TOP PIPE SOUND ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY DEVELOPMENT SOLUTIONS BRL, LLC. AS RECORDED IN DB 28873 PG 419 IN AFORESAID REGISTRY. THENCE ALONG SAID COMMON LINE THE FOLLOWING FIVE (5) CALLS: 1) S08°49'56"W A DISTANCE OF 516.79' TO AN IRON PIN SOUND; 2) N82°04'47"W A DISTANCE OF 634.42' TO A CATCH RATED POINT AT AN 18" WALNUT TREE; 3) S10°07'54"W A DISTANCE OF 19.70' TO AN IRON SOUND; 4) S10°07'54"W A DISTANCE OF 585.25' TO A 1/2" OPEN TOP PIPE FOUND, 5) S11°03'06"W A DISTANCE OF 85.82' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 15.582 ACRES, MORE OR LESS.

AN ORDINANCE TO ANNEX CERTAIN CONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2015-03
(Bryton – Howard Tract)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:30 p.m. on the 21st day of September 2015, after due notice by publication in The Charlotte Observer in the September 6, 2015; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-31; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 21st day of September, 2015:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 21st of September 2015.

Mayor:

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



Search Results:

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Notice Type : Public Hearing

Posting Date : 9/6/2015

Printer Friendly

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION Take notice that the Board of Commissioners of the Town of Huntersville has called a public hearing at 6:30 p.m. on the September 21, 2015, at the Town Hall, on the question of annexing the following described territory, requested by petition filed pursuant to NCGS 160A-31, as amended, to annex to the Town of Huntersville certain contiguous property. The property subject to the Petition consists of approximately 15.582 acres, known as Bryton-Howard Tract, and is located at 12030 & 12059 Old Statesville Road, and described as follows: BEING A PARCEL OF LAND LOCATED IN THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA, TAX ID# 019-111-17 & 019-111-18 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP PIPE FOUND ON THE COMMON CORNER OF THE PROPERTY OWNED BY GWENDOLYN ANN J. PARKS HOWARD (HEREINAFTER REFERRED TO AS THE SUBJECT PROPERTY) AS RECORDED IN DB 3772, PAGE 520 IN THE MECKLENBURG COUNTY REGISTER OF DEEDS AND THE PROPERTY OWNED BY DEVELOPMENT SOLUTIONS BRY, LLC. AS RECORDED IN DB 28873 PG 419 IN AFORESAID REGISTRY, SAID 1" OPEN TOP PIPE ALSO BEING LOCATED N70°30'11"E A DISTANCE OF 4548.00' FROM NCGS MONUMENT "M022", SAID MONUMENT HAVING NC GRID COORDINATES N:597,698.95 FT. AND E:1,450,482.55 FT. THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING TWO (2) CALLS: 1) N57°34'29"W A DISTANCE OF 438.69' TO A 1" OPEN TOP PIPE FOUND; 2) N57°32'01"W A DISTANCE OF 297.93' TO A #5 REBAR SET ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY DUKE POWER COMPANY AS RECORDED IN DB 2474, PG 485 IN AFORESAID REGISTRY. THENCE ALONG SAID COMMON LINE THE FOLLOWING THREE (3) CALLS: 1) N69°26'38"E A DISTANCE OF 426.12' TO A CONCRETE MONUMENT FOUND; 2) N20°26'57"W A DISTANCE OF 364.70' TO A CONCRETE MONUMENT FOUND; 3) S69°24'53"W A DISTANCE OF 70.31' TO A CONCRETE MONUMENT FOUND ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY ONA J. HOLBROOK AS RECORDED IN DB 1969, PG 29 IN AFORESAID REGISTRY. THENCE ALONG SAID COMMON LINE N03°42'02"W A DISTANCE OF 73.80' TO A #5 REBAR SET. THENCE LEAVING SAID COMMON LINE AND ALONG THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY GARY LANE NORRIS AS RECORDED IN DB 4552, PG 918 IN AFORESAID REGISTRY N82°22'30"E A DISTANCE OF 584.01' TO AN IRON FOUND, SAID IRON BEING ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY WILSON D. JOHNSTON AS RECORDED IN DB 4654, PG 6 IN AFORESAID REGISTRY. THENCE CONTINUING ALONG SAID COMMON LINE N82°22'14"E A DISTANCE OF 678.41' TO A 3/4" OPEN TOP PIPE FOUND ON THE COMMON LINE OF THE SUBJECT PROPERTY AND THE PROPERTY OWNED BY DEVELOPMENT SOLUTIONS BRY, LLC. AS RECORDED IN DB 28873 PG 419 IN AFORESAID REGISTRY. THENCE ALONG SAID COMMON LINE THE FOLLOWING FIVE (5) CALLS: 1) S08°49'56"W A DISTANCE OF 516.79' TO AN IRON PIN FOUND; 2) N82°04'47"W A DISTANCE OF 634.42' TO A CALCULATED POINT AT AN 18" WALNUT TREE; 3) S10°07'54"W A DISTANCE OF 19.70' TO AN IRON FOUND; 4) S10°07'54"W A DISTANCE OF 585.25' TO A 1/2" OPEN TOP PIPE FOUND; 5) S11°03'06"W A DISTANCE OF 85.82' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 15.582 ACRES, MORE OR LESS. LP1945785

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LEGALNOTICE.ORG

Information without boundaries

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WAIVER OF NOTICE

Pursuant to the provisions of that Annexation Agreement or Sphere of Influence Agreement by and between the Town of Cornelius and the Town of Huntersville, dated August 1, 1984, as amended, and on behalf of the Town of Cornelius, the undersigned does hereby waive the sixty (60) day notice requirement under said Agreement for the proposed annexation by the Town of Huntersville of Bryton-Howard Tract ("Subject Property") whose boundary is shown by a heavy, dark line on Exhibit A, attached hereto.

This 24th day of August, 2015.

Town of Cornelius

By: Anthony Bolint
Mayor, Manager, or Authorized Official

RE: Bryton-Howard Tract Annexation



WAIVER OF NOTICE

Pursuant to the provisions of that Annexation Agreement or Sphere of Influence Agreement by and between the Town of Davidson and the Town of Huntersville, dated August 1, 1984, as amended, and on behalf of the Town of Davidson, the undersigned does hereby waive the sixty (60) day notice requirement under said Agreement for the proposed annexation by the Town of Huntersville of Bryton-Howard Tract ("Subject Property") whose boundary is shown by a heavy, dark line on Exhibit A, attached hereto.

This 24 day of August, 2015.

Town of Davidson

By: 
Mayor, Manager, or Authorized Official

RE: Bryton-Howard Tract Annexation

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: David Peete, Principal Planner, AICP
Subject: ANNEX 15-04 - Parkside at Skybrook North Annexation

Hold a Public Hearing on Monday, September 21, 2015 at 6:30 PM in the Huntersville Town Hall on petition # ANNEX15-04, a request by Skybrook LLC to annex 37.418-acres into the Town of Huntersville. The area to be annexed is non-contiguous to the Town of Huntersville.

ACTION RECOMMENDED:

Hold Public Hearing on September 21, 2015

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

Description	Type
□ Annex # 15-04 Public Hearing packet	Backup Material

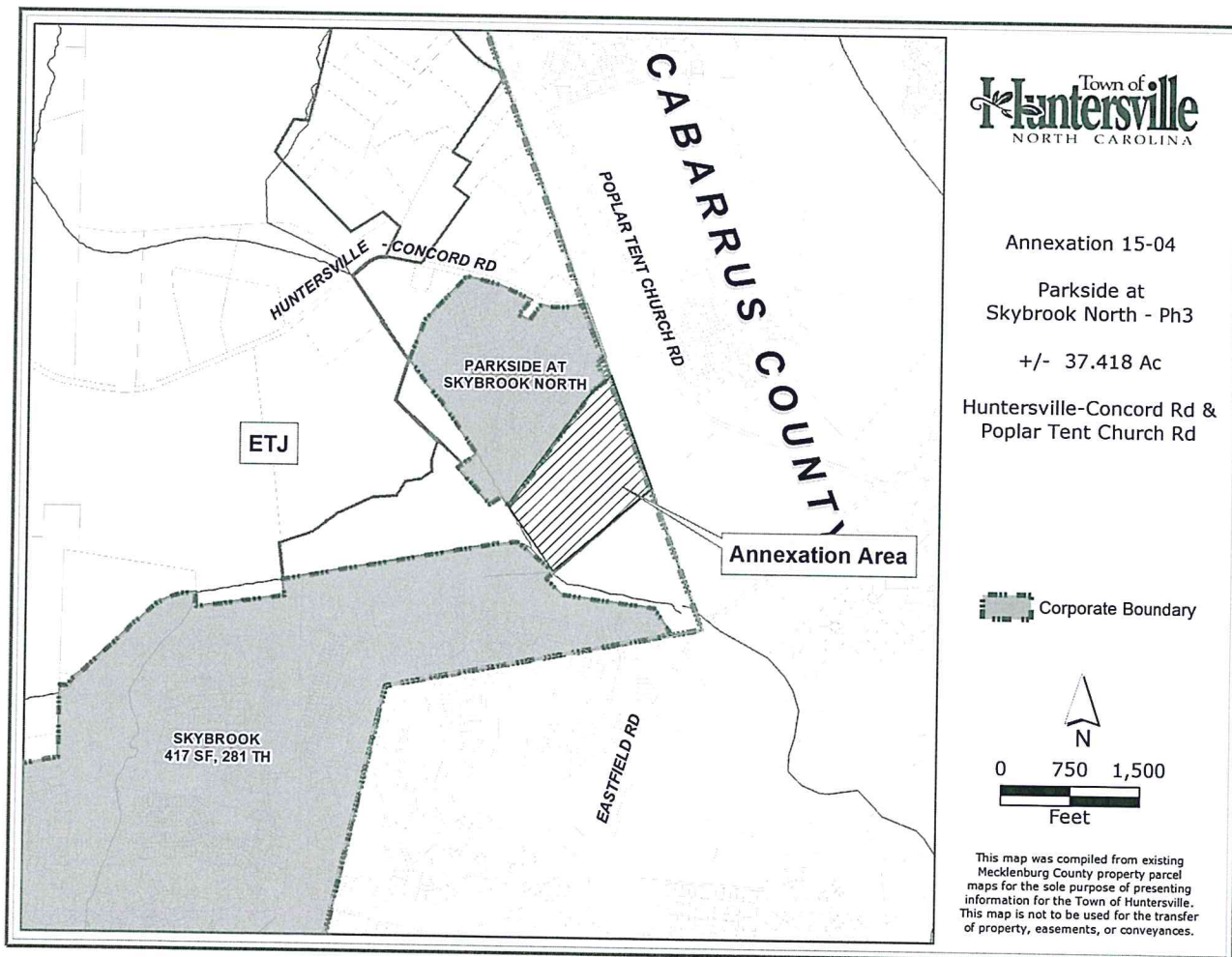
Non-Contiguous Annexation Petition # 15-04

Parkside at Skybrook North – Phase 3

EXPLANATION OF THE REQUEST

Petition Annex #15-04 for non-contiguous annexation into the Town of Huntersville of 37.418-acres consisting of Parkside at Skybrook North – Phase 3.

LOCATION



BACKGROUND

Skybrook LLC has filed a petition to consider voluntary non-contiguous annexation pursuant to North Carolina General Statutes Section 160A-58 et seq. A Resolution of Intent to Annex was adopted by the Board of Commissioners on August 17, 2015, pursuant to N.C.G.S. 160A-58.7; the proposed area to annex is 37.418-acres.

All statutory requirements for annexation have been met:

- A Petition Requesting Annexation was received on September 10, 2014 (see Attachment A).
- The Town Clerk certified the sufficiency of the Petition on August 11, 2015 (see Attachment C).
- The Board of Commissioners adopted a resolution of Intent to annex said property and set the date for the public hearing as September 21, 2015 (see Attachment D).
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on September 9, 2015 (see Attachment E).
- The Towns of Cornelius, Davidson and Huntersville, as well as the City of Charlotte, have an agreement with one another to provide a standard 60-day notice period when any annexation is proposed within their jurisdictions. The Towns of Cornelius and Davidson have signed a letter agreeing to waive the full 60-day notice period so that the Town of Huntersville may proceed expeditiously with the annexation petition (see Attachments G & H). The property is not required to have a waiver from City of Charlotte, per the 2014 Annexation Agreement.

Per Article 160A-58.1(b), a non-contiguous area proposed for annexation must meet all of the following standards:

- (1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city. Parkside at Skybrook North - Phase 3 is located 2.6 miles from the primary corporate limits of Huntersville.
- (2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section. The area proposed for annexation is in an area in which the Town has an agreement with other municipalities that such other municipalities will not annex into and that the Town may annex into that area, and therefore the requirements of NCGS 160A-58.1(b)(1), (2) and (5) are not applicable;
- (3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits. The area to be annexed is so situated that the Town will be able to provide the same service within the proposed satellite corporate limits that it provides within the primary corporate limits of the Town.
- (4) If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. Parkside at Skybrook North – Phase 3 is a subdivision, as defined in G.S. 160A-376 and all of the Phase 3 subdivision is proposed to be annexed.
- (5) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. Currently, Huntersville's satellite annexations are 7.4% of the primary corporate limits and this annexation will not increase that percentage over 10%.

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on September 21, 2015, the voluntary non-contiguous annexation would also become effective on September 21, 2015.

ATTACHMENTS

- A - Non-Contiguous Annexation Petition
- B - Site Survey
- C - Certificate of Sufficiency
- D - Resolution of Intent to Annex
- E - Non-Contiguous Annexation Ordinance
- F - Public Hearing Ad
- G - Town of Cornelius 60-day Notice
- H - Town of Davidson 60-day Notice



PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.
2. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

Vested rights have been established under the approved rezoning and subdivision sketch plans for Skybrook North, Approved October 16, 2006 (with subsequent vested rights extensions approved through October 16, 2016)- (Parkside at Skybrook North)

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:


(N/A) _____

Skybrook, LLC
Property Owner(s)

6719-C Fairview Road Charlotte, NC 28210
Address of Property Owner(s)

(704) 265-1208
Telephone Number

bpace@pacedevelop.com
E-mail address



Signature of Property Owner

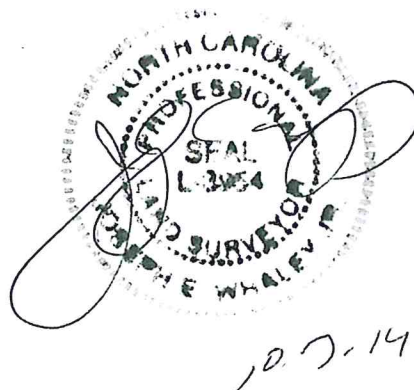
September 10, 2014
Date

Parkside at Skybrook Ph 3 Annexation – 37.418 acres

Commencing at a bolt found, the angle point in the rear line of Lot 14 of Parkside at Skybrook North Phase 1 Map 5 recorded in the Mecklenburg County Register of Deeds Office in Map Book 50-759. Thence with the rear line of Lot 14 S22-46-54E 3.55' to a point, the northeast corner of Lot 15 of Parkside at Skybrook North Phase 1 Map 2 recorded in the Mecklenburg County Register of Deeds Office in Map Book 49-163; thence with the rear line of Lots 15 & 16 of Parkside at Skybrook North Phase 1 Map 2 S22-46-54E 214.23' to an iron found, the easterly corner of Lot 16 In the northern line of the 37.418 Skybrook LLC property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 21101-592, said iron found being on the existing Town of Huntersville town limits and being the Point of Beginning.

Thence from said Point of Beginning with the northern line of the 37.418 Skybrook LLC property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 21101-592 N52-20-48E 101.68' to a point on the existing Mecklenburg County and Cabarrus County line; Thence with the Mecklenburg County and Cabarrus County Line S20-14-27E 1277.92' to a point on the Mecklenburg County and Cabarrus County line, said point being the southeast corner of the 37.418 Skybrook LLC property in the northern line of the Dwayne N. & Mamie H. Hensley property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 4808-645; Thence with the northern line of the Dwayne N. & Mamie H. Hensley property S48-57-36W 1374.43' to an iron found; thence S50-07-20W 20.16' to a point near the centerline of Clarke Creek, said point being the northwestern corner of the Dwayne N. & Mamie H. Hensley property and the southeastern corner of the Metrolina Greenhouses Inc property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 25472-182; thence with the eastern line of the Metrolina Greenhouses Inc property N35-13-24W 863.57' to a point near the center line of Ramah Creek, said point being the southwestern corner of the Rural Open Space of Parkside at Skybrook North Phase 1 Map 5 recorded in the Mecklenburg County Register of Deeds Office in Map Book 50-759 on the Town of Huntersville corporate limits; thence with the corporate limits of the Town of Huntersville and the southern line of Parkside at Skybrook North Phase 1 Map 5 N35-55-31E (passing through an iron found at 25.00') 1551.26' to a 1" stone found, the angle point in the southern line of Lot 17 of Parkside at Skybrook North Phase 1 Map 2 recorded in the Mecklenburg County Register of Deeds Office in Map Book 49-163; thence with the southern line of Lot 17 N52-20-48E 148.31' to an iron found, the Point of Beginning.

Said property containing 37.418 acres as shown on the Annexation Plat of Skybrook LLV property by Yarbrough-Williams & Houle Inc., dated 10-7-2014.



CERTIFICATE OF SUFFICIENCY OF PETITION
Parkside at Skybrook North – Phase 3

To: The Board of Commissioners of the Town of Huntersville, North Carolina.

I, JANET PIERSON, Town Clerk, do hereby certify that I have investigated the Petition for Parkside at Skybrook North-Phase 3 for non-contiguous annexation of certain property, and have found as a fact that said Petition is signed by all the owners of real property lying in the area described therein, in accordance with North Carolina General Statutes 160A-58, *et seq.* The undersigned therefore certifies that the Petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to Section 160A-58 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville, this 11th day of August, 2015.


Janet Pierson, Town Clerk

(TOWN SEAL)

**RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. That a public hearing on the question of annexation of the area described herein which is contiguous to the primary town limits of the Town of Huntersville will be held at the Town Hall at 6:30 p.m. on the 21st day of September, 2015.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.



Mayor
Town of Huntersville, North Carolina

ATTEST:



Town Clerk

Exhibit A:

Parkside at Skybrook Ph 3 Annexation – 37.418 acres

Commencing at a bolt found, the angle point in the rear line of Lot 14 of Parkside at Skybrook North Phase 1 Map 5 recorded in the Mecklenburg County Register of Deeds Office in Map Book 50-759. Thence with the rear line of Lot 14 S22-46-54E 3.55' to a point, the northeast corner of Lot 15 of Parkside at Skybrook North Phase 1 Map 2 recorded in the Mecklenburg County Register of Deeds Office in Map Book 49-163; thence with the rear line of Lots 15 & 16 of Parkside at Skybrook North Phase 1 Map 2 S22-46-54E 214.23' to an iron found, the easterly corner of Lot 16 In the northern line of the 37.418 Skybrook LLC property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 21101-592, said iron found being on the existing Town of Huntersville town limits and being the Point of Beginning.

Thence from said Point of Beginning with the northern line of the 37.418 Skybrook LLC property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 21101-592 N52-20-48E 101.68' to a point on the existing Mecklenburg County and Cabarrus County line; Thence with the Mecklenburg County and Cabarrus County Line S20-14-27E 1277.92' to a point on the Mecklenburg County and Cabarrus County line, said point being the southeast corner of the 37.418 Skybrook LLC property in the northern line of the Dwayne N. & Mamie H. Hensley property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 4808-645; Thence with the northern line of the Dwayne N. & Mamie H. Hensley property S48-57-36W 1374.43' to an iron found; thence S50-07-20W 20.16' to a point near the centerline of Clarke Creek, said point being the northwestern corner of the Dwayne N. & Mamie H. Hensley property and the southeastern corner of the Metrolina Greenhouses Inc property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 25472-182; thence with the eastern line of the Metrolina Greenhouses Inc property N35-13-24W 863.57' to a point near the center line of Ramah Creek, said point being the southwestern corner of the Rural Open Space of Parkside at Skybrook North Phase 1 Map 5 recorded in the Mecklenburg County Register of Deeds Office in Map Book 50-759 on the Town of Huntersville corporate limits; thence with the corporate limits of the Town of Huntersville and the southern line of Parkside at Skybrook North Phase 1 Map 5 N35-55-31E (passing through an iron found at 25.00') 1551.26' to a 1" stone found, the angle point in the southern line of Lot 17 of Parkside at Skybrook North Phase 1 Map 2 recorded in the Mecklenburg County Register of Deeds Office in Map Book 49-163; thence with the southern line of Lot 17 N52-20-48E 148.31' to an iron found, the Point of Beginning.

Said property containing 37.418 acres as shown on the Annexation Plat of Skybrook LLC property by Yarbrough-Williams & Houle Inc., dated 10-7-2014.

AN ORDINANCE TO ANNEX CERTAIN NONCONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2015-04

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by Resolution of Intent to Annex adopted by the Board of Commissioners on the 17th day of August, 2015, pursuant to N.C.G.S.160A-58.7; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:30 p.m. on the 21st day of September, 2015, after due notice by publication in The Charlotte Observer on September 6th; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

WHEREAS, the Board of Commissioners does hereby find as a fact that:

1. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Town of Huntersville;
2. The entire subdivision is included in the proposed annexation;
3. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Huntersville, will not exceed ten (10) percent of the area within the primary corporate limits of the Town of Huntersville; and
4. The area to be annexed is so situated that the Town will be able to provide the same service within the proposed satellite corporate limits that it provides within the primary corporate limits of the Town.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 21st day of September, 2015:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon and after the 21st day of September 2015, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and

shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 21st day of September, 2015. Mayor: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



Search Results:

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Notice Type : Public Hearing

Posting Date : 9/6/2015

Printer Friendly

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION Take notice that the Town of Huntersville Board of Commissioners has called a public hearing at 6:30 p.m. on September 21, 2015, at Town Hall on the question of annexing the following described territory requested by petition filed pursuant to NCGS 160A-58, as amended, to annex to the Town of Huntersville certain non-contiguous property. The property subject to the Petition consists of approx 37.418 ac, known as Parkside at Skybrook North - Phase 3 located southwest of Huntersville-Concord Road and Poplar Tent Road intersection and is described as follows: Commencing at a bolt found, the angle point in the rear line of Lot 14 of Parkside at Skybrook North Phase 1 Map 5 recorded in the Mecklenburg County Register of Deeds Office in Map Book 50-759. Thence with the rear line of Lot 14 S22-46-54E 3.55' to a point, the northeast corner of Lot 15 of Parkside at Skybrook North Phase 1 Map 2 recorded in the Mecklenburg County Register of Deeds Office in Map Book 49-163; thence with the rear line of Lots 15 & 16 of Parkside at Skybrook North Phase 1 Map 2 S22-46-54E 214.23' to an iron found, the easterly corner of Lot 16 in the northern line of the 37.418 Skybrook LLC property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 21101-592, said iron found being on the existing Town of Huntersville town limits and being the Point of Beginning. Thence from said Point of Beginning with the northern line of the 37.418 Skybrook LLC property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 21101-592 N52-20-48E 101.68' to a point on the existing Mecklenburg County and Cabarrus County line; Thence with the Mecklenburg County and Cabarrus County Line S20-14-27E 1277.92' to a point on the Mecklenburg County and Cabarrus County line, said point being the southeast corner of the 37.418 Skybrook LLC property in the northern line of the Dwayne N. & Mamie H. Hensley property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 4808-645; Thence with the northern line of the Dwayne N. & Mamie H. Hensley property S48-57-36W 1374.43' to an iron found; thence S50-07-20W 20.16' to a point near the centerline of Clarke Creek, said point being the northwestern corner of the Dwayne N. & Mamie H. Hensley property and the southeastern corner of the Metrolina Greenhouses Inc property recorded in the Mecklenburg County Register of Deeds Office in Deed Book 25472-182; thence with the eastern line of the Metrolina Greenhouses Inc property N35-13-24W 863.57' to a point near the center line of Ramah Creek, said point being the southwestern corner of the Rural Open Space of Parkside at Skybrook North Phase 1 Map 5 recorded in the Mecklenburg County Register of Deeds Office in Map Book 50-759 on the Town of Huntersville corporate limits; thence with the corporate limits of the Town of Huntersville and the southern line of Parkside at Skybrook North Phase 1 Map 5 N35-55-31E (passing through an iron found at 25.00') 1551.26' to a 1" stone found, the angle point in the southern line of Lot 17 of Parkside at Skybrook North Phase 1 Map 2 recorded in the Mecklenburg County Register of Deeds Office in Map Book 49-163; thence with the southern line of Lot 17N52-20-48E 148.31' to an iron found, the Point of Beginning. Said property containing 37.418 acres as shown on the Annexation Plat of Skybrook LLC property by Yarbrough-Williams & Houle Inc., dated 10-7-2014. LP1945792

01 ▼ Per Page

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LEGALNOTICE.ORG

Information without boundaries

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WAIVER OF NOTICE

Pursuant to the provisions of that Annexation Agreement or Sphere of Influence Agreement by and between the Town of Cornelius and the Town of Huntersville, dated August 1, 1984, as amended, and on behalf of the Town of Cornelius, the undersigned does hereby waive the sixty (60) day notice requirement under said Agreement for the proposed annexation by the Town of Huntersville of Parkside at Skybrook North – Phase 3 ("Subject Property") whose boundary is shown by a heavy, dark line on Exhibit A, attached hereto.

This 24th day of August, 2015.

Town of Cornelius

By: 
Mayor, Manager, or Authorized Official

RE: Parkside at Skybrook North – Phase 3



WAIVER OF NOTICE

Pursuant to the provisions of that Annexation Agreement or Sphere of Influence Agreement by and between the Town of Davidson and the Town of Huntersville, dated August 1, 1984, as amended, and on behalf of the Town of Davidson, the undersigned does hereby waive the sixty (60) day notice requirement under said Agreement for the proposed annexation by the Town of Huntersville of Parkside at Skybrook North – Phase 3 ("Subject Property") whose boundary is shown by a heavy, dark line on Exhibit A, attached hereto.

This 24 day of August, 2015.

Town of Davidson

By: 
Mayor, Manager, or Authorized Official

RE: Parkside at Skybrook North – Phase 3

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Brad Priest, Senior Planner
Subject: TA15-04 - Specimen Tree Save Mitigation

Text Amendment: TA15-04 is a request by the Huntersville Planning Board to amend Article 7.4 of the zoning ordinance in regard to calculating specimen tree save mitigation requirements. The proposed text would calculate required specimen tree mitigation by caliper of tree removed rather than individual number of trees removed.

ACTION RECOMMENDED:

Consider final action on 9/21/15.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Description	Type
▣ Staff Report	Staff Report
▣ Draft Ordinance	Ordinance
▣ Staff Research - Other Community Mitigation Requirements	Backup Material
▣ Changes Proposed - Comments	Backup Material
▣ Staff Memo to Board - 6 20 12	Backup Material

TA 15-04: Specimen Tree Save Mitigation Amendment

PART 1: DESCRIPTION

The Planning Board has requested that Article 7.4 of the Huntersville Zoning Ordinance be amended to change the way specimen tree save mitigation is calculated. The proposed amendment would calculate trees required to be mitigated or replaced based on how many calipers at diameter at breast height (DBH) is removed over and above the tree save requirements, rather than how many individual trees are removed. The amendment would also clarify and reorganize the article for clarity.

PART 2: BACKGROUND

The Huntersville Zoning Ordinance currently requires a certain amount of existing trees to be saved on a site based on what zoning district the proposed development is located. There are two separate types of tree save requirements: “Canopy Tree Save” and “Specimen Tree Save”. Canopy Tree Save is a requirement that a certain percentage of canopy area or tree cover area be saved on a site. Specimen Tree Save is a requirement that a certain percentage of large individual “specimen” trees on the site be saved. A specimen tree in the ordinance is defined as a large maturing tree 24 inches in caliper (DBH) or greater (such as an Oak, Elm, Maple) OR a small maturing tree 12 inches in caliper or greater (such as a Cherry, Dogwood, or Redbud). The percentage of specimen trees required to be saved on a site is based on the use and the zoning district in which the project is located. For instance in the Rural (R) district 50% of the existing specimen trees on a site is required to be saved. In commercial districts the specimen tree save requirement is 30%

When a development cannot meet the requirements above, the ordinance allows a developer to “mitigate” the requirements as outlined below:

“Where circumstances prevent locating the required tree plantings or preservation standards on site and approval by the Planning Board is granted, the developer will contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. The amount of the contribution shall be based on the number and species of trees needed to meet the tree save/planting requirement and on the commercial price and installation cost for such trees.”

For specimen tree save requirements, this ultimately means replacing each large, mature, specimen tree removed (over the tree save requirement) with a commercial grade 2-inch caliper tree or contributing the funds to install it. In other words the mitigation for removing an existing 50 inch Oak Tree is the cost of planting a new 2-inch caliper Oak tree.

The Planning Board has discussed for quite some time how the current specimen mitigation allowance does not reflect the value of removed large trees and does little to encourage developers to design their developments around existing specimen trees. At the November 2011 Planning Board meeting the Planning Board asked staff to continue to research how other municipalities handled tree save mitigation requirements and how North Carolina arborist agencies calculated the value of trees. Staff did the research, and reported back to the Board. Please find the January 17, 2012 staff memorandum to the Board attached outlining staff findings and recommendations. Staff found that many municipalities use the caliper of the tree (DBH) to establish mitigation requirements in one form or another. Several towns use the one to one ratio caliper requirement. This means that every inch of caliper that is removed above the ordinance requirement must be re-planted or paid for. A 50 inch caliper tree taken down would need to be mitigated by 25 – 2 inch caliper trees.

At the February 2012 Planning Board meeting the board reviewed the information and recommended that staff contact the Town Board and gauge their interest in amending the text to require a caliper for caliper mitigation calculation. Please find staff's June 20, 2012 memorandum to the Town Board attached, which requested feedback on the Town Board's interest in discussing the mitigation requirements. Staff received no feedback from the Board so the item was not pursued any further by staff.

After receiving several developments mitigation requests however, the Planning Board again discussed the issue at their November 2013 meeting. At that meeting they discussed the desire to both address the Town Board on the issue and form a sub-committee to research the issue directly with staff. On December 16, 2013 the Planning Board Chairman, Bruce Anderson addressed the Board and communicated the Planning Board's concerns. Receiving positive feedback on the need to make changes, the Planning Board formed a subcommittee to discuss the issue. It included Hal Bankier, Joe Sailor, Dan Boone, Art VanWingerden, Janet Spain, and Linda Kidd.

The committee met several times between April and October 2014 and discussed the various ways that the mitigation could be calculated and what effect the increase would have on potential developers. After much discussion the committee agreed that the caliper for caliper methodology was the most beneficial calculation for tree save mitigation. However the committee was not comfortable in the amount of cost the one to one ratio would add to a developer's site. Using the one to one ratio (where every caliper removed must be replaced) means that one 24" specimen tree which is removed over and above the requirements of the ordinance, would require 12 – 2 inch caliper trees to mitigate it. Understanding that the standard cost of installing a new 2" caliper tree is about \$250, the cost then to mitigate one minimally sized specimen tree would be \$3,000 (12 x \$250). A larger tree would be proportionally higher. The consensus of the committee was that an increased mitigation amount was needed to encourage saving existing trees, but the one to one replacement ratio was too much cost.

Therefore the committee recommended keeping the caliper to caliper methodology due to its ease to understand and real world application; but recommended requiring only 30% of the caliper be mitigated. That would reduce the cost of mitigating one 24" specimen from \$3,000 to \$1,000. (24" tree x 30% = 7.2 calipers = 4 – 2 inch trees. 4 trees x \$250 = \$1,000) Based on the committee's recommendation, staff finalized a drafted text amendment and sent the draft language to the Planning Board for their review. At their February 2015 meeting the Planning Board accepted the proposed draft language and asked staff to begin the formal text amendment process for review.

Please find the ordinance attached showing the drafted language. *It should be noted that there is no change to the current tree save requirements proposed. How many trees are required to be saved in each district would not change. Only changes to what mitigation is proposed when the ordinance standards are not met are proposed.* Also included in the amendment are many clarifications, grammar changes, and restructuring of the text to make it easier to understand. Attached is a "track changes" document that makes comment on each of the changes and why they're made for reference. The only significant change to the document however is the specimen tree save mitigation calculation as described above.

PART 3: PUBLIC HEARING COMMENTS – UPDATE 8/17/15

The public hearing for the application was held on August 3, 2015. No one from the public spoke on the application. Some members of the Town Board discussed the recognition of the need to take additional steps to encourage mature tree save and supported the amendment to bring our ordinance requirements closer to those in adjacent communities.

UPDATE – 8/17/15: In response to the public hearing discussion concerning what adjacent towns require in regard to tree save, please find the table below. Staff would like to clarify that tree save requirements and what defines “mitigation” varies from town to town. While the Huntersville current ordinance mandates a specific percentage of large maturing trees to be saved, other ordinances have no such specific design requirements and it’s left to staff to enforce tree save based on the constraints of the individual site. In addition, some ordinances only require caliper to caliper “mitigation” if a designated mature tree save or buffer area is disturbed in violation of the ordinance or destroyed by an “Act of God” (after development has begun). Therefore it is difficult to exactly compare tree save ordinances to each other due to the differences in requirements. However the methodology used to mitigate specimen trees taken down in violation of the ordinance seems to often be a “caliper for caliper” calculation.

<u>Town/City</u>	<u>Specific Specimen Tree Save Requirement?</u>	<u>Specimen Tree Mitigation?</u>	<u>Violation/Accidental Removal Mitigation?</u>
Huntersville	Yes – 10-50% of specimen trees depending on zoning.	Yes – one 2.5 inch tree planted or contributed for each specimen tree removed.	Yes – 10 trees planted for each 1,000 ft ² disturbed.
Davidson	No – but canopy <u>and</u> mature trees are required to be saved on a case by case basis as determined by staff.	Yes – if determined by staff that a mature tree should remain, caliper for caliper replacement can be required.	Yes – “Caliper for Caliper replacement”
Cornelius	No – but mature trees are saved on a case by case basis based on a staff review of the environmental survey and cooperation with developer.	No.	Yes – “Caliper for Caliper” Replacement
 Mooresville	Yes – mature trees must remain unless they meet a specific criteria allowing their removal.	Yes – A healthy specimen tree removed must be replaced with 3 replacement trees 2.5” in caliper.	Yes – “Caliper for Caliper” Replacement

UPDATE 8/17/15: After the public hearing staff also found a section of 7.4.5 that is also recommended to be changed. The section deals with disturbance of an established tree save area and the “mitigation” of the disturbance. Staff finds the planting requirement of 10 trees per 1,000 ft² and 40 shrubs per linear feet an unhealthy planting requirement due to such small spacing. Staff would recommend that number be cut in half; to 5 trees per 1,000 ft² and 20 shrubs per 1,000 ft². This will make the planting requirement more consistent with the buffer requirement of Article 7.5, and give the plantings more appropriate spacing conditions.

PART 4: RELEVANT SECTIONS OF THE HUNTERSVILLE 2030 COMMUNITY PLAN AND APPLICABLE LONG RANGE PLANS

Policy E-3 of the 2030 Community Plan is to “Support and enhance environmental regulations pertaining to tree preservation, buffer yards, open space, water quality, wetland and stream protection”. Increasing the mitigation amount for specimen trees would be consistent with the policy to enhance tree preservation measures. Currently, the \$250 mitigation contribution for each specimen tree provides very little incentive for developers to design their sites in such a way that saves significant trees. Increasing the contribution required would both encourage tree save design and better the town’s ability to plant more trees around town when the additional funds are contributed.

PART 5: STAFF RECOMMENDATION

Staff recommends approval. As shown in the research provided by staff, using the caliper of the tree to calculate various mitigation requirements is common in municipalities across the country and locally. While the modified calculation will require additional contribution and/or planting from developers, the increase is reasonable and will do more to encourage the design of sites in a way that will preserve mature vegetation when possible.

PART 6: PLANNING BOARD RECOMMENDATION – UPDATE 9/11/15

The Planning Board again reviewed the proposed text amendment application at their August 25, 2015 meeting. After discussion, the Board unanimously recommended that the Town Board approve the language as currently drafted by staff (6-0).

PART 7: ATTACHMENTS AND ENCLOSURES

Attachments: Proposed Ordinance
“Track Changes” Document
Staff Memos
Staff Research Spreadsheet.

PART 8: STATEMENT OF CONSISTENCY FOR TA 15-04

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering TA 15-04, amending Article 7 of the Zoning Ordinance, <u>Town Staff recommends approval based on the reasons described in the staff report and finds the amendment is consistent</u> with the policies of the Town of Huntersville 2030 Community Plan. It is reasonable and in the public interest to amend the ordinance because it will encourage the preservation of existing specimen trees, and allow equitable but reasonable mitigation measures for developments where trees cannot be preserved.</p>	<p>APPROVAL: In considering TA 15-04, amending Article 7 of the Zoning Ordinance, <u>the Planning Board recommends approval based on the reasons described in the staff report and finds the amendment is consistent</u> with the Town of Huntersville 2030 Community Plan. It is reasonable and in the public interest to amend the ordinance because the methodology of using caliper to measure the mitigation requirements is common across the country and locally and the change will improve the tree canopy of the town.</p>	<p>APPROVAL: In considering TA 15-04, amending Article 7 of the Zoning Ordinance, <u>the Town Board recommends approval based on the reasons described in the staff report and finds the amendment is consistent</u> with <i>(Insert applicable Policies and Actions here)</i> of the Town of Huntersville 2030 Community Plan. It is reasonable and in the public interest to amend the ordinance because... <i>(Explain)</i>.</p>
<p>DENIAL: N/A</p>	<p>DENIAL: N/A</p>	<p>DENIAL: In considering TA 15-04, amending Article 7 of the Zoning Ordinance, <u>the Town Board finds the amendments are not consistent</u> with <i>(Insert applicable Policies and Actions here)</i> of the Town of Huntersville Community Plan. We recommend denial of amendment TA 15-04. It is not reasonable and not in the public interest to amend this ordinance because..... <i>(Explain)</i></p>

**AN ORDINANCE TO AMEND ARTICLE 7.4 OF THE ZONING REGULATIONS OF THE TOWN OF
HUNTERSVILLE FOR SPECIMEN TREE SAVE MITIGATION REQUIREMENTS**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that the zoning ordinance is hereby amended as follows.

7.4 Tree Preservation, Protection, and Removal

.1 Purpose.

Wooded sites provide distinct aesthetic, economic and environmental significance and value as a natural resource of the Town. Existing vegetation plays a critical role in maintaining aesthetics, water quality, minimizing erosion and downstream flooding, and increasing quality of life.

.2 Tree Preservation.

(a) Applicability.

Significant forest stands, specimen trees, and heritage trees, as defined in this ordinance, shall be preserved. Forested areas and vegetated areas and areas whose physical site conditions render them unsuitable for development shall be set aside as conservation areas or as open space. Wooded sites shall be developed with careful consideration of the natural characteristics of the site. When portions of forested stands must be developed, careful consideration shall be given to preserving wooded perimeters or the most desirable natural features in order to retain the aesthetic or visual character of the site. Isolated pockets of existing trees, specimen trees and heritage trees shall be protected as a valuable asset of the property.

(b) Site Analysis/Existing Features Plan

For the purposes of identification and preservation, a site analysis ~~sealed~~ by a North Carolina Landscape Architect, Engineer, or other professional approved by staff ~~and mapped by a licensed land surveyor~~ is required for all development ~~in residential or commercial zoning districts~~. The site analysis shall be submitted to planning staff prior to sketch plan review and prior to any clearing. The developer and/or the design firm shall review plans with ~~Town~~ staff to determine the best areas for potential tree save. Refer to Section 6.0 of the Subdivision Ordinance for all site analysis requirements.

(c) Method for Calculating ~~Tree~~Existing Tree Save and Proposed Tree Save Areas

~~Existing~~The tree save area shall be considered the area in which the drip line of ~~the existing tree~~ tree or trees is located on the property plus an additional 5 feet around the perimeter, ~~prior to development~~. Proposed tree save area shall be considered the area in which the drip line of the remaining tree or trees is located on the property plus an additional 5 feet around the perimeter after development. If root disturbance or construction activities occur within the drip line of any trees designated as protected tree save, only the area actually being protected will be included in the ~~calculated~~ proposed Tree Save Area.

~~A newly planted tree shall be equivalent to 2,000 square feet of saved area for each large maturing tree planted and 500 square feet of saved area for each small maturing tree planted. New trees shall be planted at a rate of 18 trees per acre.~~ Additional credits shall be given to preserve Heritage Trees at a rate of 2 times the actual tree save area and Specimen Trees at a rate of 1½ times the actual tree save area. Staff may adjust applicable land development standards to protect and preserve Heritage or Specimen Trees.

(d) Tree Selection Criteria

The ~~Landscape Architect~~development manager, working with staff will determine the trees of greatest priority to designate as tree save areas. The following characteristics shall be considered when selecting trees to be protected and saved:

(1) Tree vigor. Healthy trees shall be preserved. A tree of low vigor is susceptible to damage by environmental changes that occur during site development. Healthy trees are less susceptible to insects and disease. Indications of poor vigor include dead tips of branches, small annual twig growth, stunted leaf size, sparse foliage, and pale foliage color. Hollow or rotten trees; cracked, split, or leaning trees; or trees with broken tips also have less chance of survival.

(2) Tree age. Old, picturesque trees may be more aesthetically valuable than smaller, younger trees, but they may require more extensive protection.

(3) Tree species. Preserve those species that are most suitable for site conditions and landscape design. Trees species that are short lived or brittle or are susceptible to attack by insects and disease are poor choices for preservation.

(4) Tree aesthetics. Choose trees that are aesthetically pleasing, shapely, large, or colorful. Avoid trees that are leaning or in danger of falling. Occasionally, an odd shaped tree or one of unusual form may add interest to the landscape if strategically located; however, be certain that the tree is healthy.

(5) Wildlife benefits. Choose trees that are preferred by wildlife for food, cover, or nesting. A mixture of evergreens and hardwoods may be beneficial. Evergreen trees are important for cover during the winter months, whereas, hardwoods are more valuable for food.

(6) Environmental benefits. Choose trees that help to reduce runoff and erosion, disconnect impervious areas, serve as stormwater filters, and/or buffer onsite perennial streams.

(e) Tree Save Delineation

All trees save areas must be specified on the recorded plat, individual recorded deeds, and all property association documents for land held in common.

(f) Tree Preservation ~~in Residential Districts~~ Requirements

Tree preservation areas- (tree save) shall be determined once a site analysis plan has been completed demonstrating the amount of existing tree canopy on a site and identifying specific locations of all heritage and specimen trees. The percentages listed below are based on ~~the~~ existing tree ~~canopy-s~~ as established above under Method for Calculating Existing and Proposed Tree Save Area (7.4.2 C). The following is the minimum tree preservation required per district:

<u>Zoning District</u>	Minimum Tree Preservation Required			
	Existing Canopy ≥10% of total site area	Existing Canopy <10% of total site area	Heritage Trees	Specimen Trees
Rural District <u>R</u>	50% of existing trees [notes 2,3,4]	10% of total site area (existing and planted) [1,2,3, <u>4</u>]	100% [2]	50% [2,4]
Transitional District <u>TR</u>	35% of existing trees [2,3]	10% of total site area (existing and planted) [1,2,3]	100% [2]	35% [2]
GR and NR Districts	10% of total site area (existing and planted) [2,3]	10% of total site area (existing and planted) [1,2,3]	100% [2]	10% [2]
<u>TC, CI, TND, NC, TOD, HC, SP, CB, VS Districts</u>	<u>0%</u>	<u>0%</u>	<u>100% [2]</u>	<u>30% [2]</u>

Notes 1-4 follow:

[1] If the tree save requirement does not meet 10% of the total site area, then additional trees must be planted. Each large maturing tree planted shall be given a canopy equivalent of 2,000 sqft and each small maturing tree planted a canopy equivalent of -shall be credited 500 sqft of canopy

~~at a rate of 18 trees per acre~~ to reach ~~thea~~ total of 10% of the total site area. Trees planted in buffer yards shall count towards meeting the required planting rate. ~~H~~However, street trees and newly planted residential lot trees shall not. Trees planted shall be a minimum of 2 inches in caliper and shall be 75% large maturing and 25% evergreen.

[2] Where circumstances prevent locating the required tree plantings or preservation standards on site and approval by the Planning Board is granted, the developer ~~may mitigate the protected tree canopy removal by will planting new trees on the site whose canopy equals that of the canopy to be removed (new tree canopy credits are described above).~~ If site conditions are not conducive for healthy tree replacement planting on site, the developer may contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. ~~A combination of planting and contribution in lieu of planting is acceptable. The amount of contribution is based on the total cost of the required mitigation trees plus that of their installation.~~

~~For Specimen Tree Mitigation, the developer may mitigate the removal of protected trees removal by planting new trees on the site whose total caliper (DBH) equals 30% of that of the total caliper of trees (DBH) to be removed above the ordinance requirement (one to one replacement ratio).~~ If site conditions are not conducive for healthy tree planting on site, the developer may contribute to a Tree Fund/Bank as described above. Newly planted street trees and parking lot trees ~~may do not count toward the mitigation calculation.~~ ~~T~~rees planted to satisfy buffer requirements however may. ~~The amount of the contribution shall be based on the number and species of trees needed to meet the tree save/planting requirement and on the commercial price and installation cost for such trees.~~

[3] When calculating the tree save area, 150% of the canopy area of each specimen tree and 200% of the canopy area of each heritage tree shall count towards the required tree save area. For example:

<u>Saved Type</u> <u>and</u> <u>Number of</u> <u>Trees</u>	<u>Canopy</u> <u>Area of</u> <u>Saved</u> <u>Trees Total</u> <u>Amount of</u> <u>Canopy</u> <u>Area</u>	<u>Calculated Amount</u> <u>Counted Toward</u> <u>Tree Save Area</u>
4 Specimen Trees	3,900 sf	5,850 sf

<u>SavedType</u> <u>and</u> <u>Number of</u> <u>Trees</u>	<u>Canopy</u> <u>Area of</u> <u>Saved</u> <u>TreesTotal</u> <u>Amount of</u> <u>Canopy</u> <u>Area</u>	<u>CalculatedAmount</u> <u>Counted Toward</u> <u>Tree Save Area</u>
2 Heritage Trees	2,000 sf	4,000 sf

[4] In the Rural district (R) mMinimum tree savepreservation required for non-residential uses in the Rural district, are reduced the tree save requirements are reduced to require preservation of >30% of existing canopy and specimen trees.

(g) Tree Preservation in Commercial and Mixed Use Districts

(1) Tree preservation is determined once a site analysis plan has been completed demonstrating the amount of existing tree canopy on a site and specific locations of all heritage and specimen trees. The percentages listed below are based on the existing tree canopy as established in section 7.3.2(c). The following is the minimum tree preservation required for all development in these districts:

a) 30% of all specimen trees shall be saved (See Special Cases below)

b) 100% of all heritage trees shall be saved (See Special Cases below)

(2) Special Cases

Where circumstances prevent locating the required tree plantings or preservation standards on site and approval by the Planning Board is granted, the developer will contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. The amount of the contribution shall be based on the number and species of trees needed to meet the tree save/planting requirement and on the commercial price and installation cost for such trees.

(gh) Residential Development along Thoroughfares

All residential development fronting a major or minor thoroughfare shall provide a 20-foot landscape easement located within common area between the future right-of-way and any proposed lots or public streets.

The easement shall be placed on a map of record and a note on the record plat shall state

"The homeowners association shall be responsible for the continued preservation and maintenance of this area."

All existing vegetation shall remain unless it is determined by the Planning Board that the vegetation is not worthy of preservation and an alternative plan is acceptable. These areas must meet or exceed the opaque screening standards as established in this Article through the use of existing vegetation and supplemental plantings.

Along thoroughfares, berms may be installed in a landscape easement adjacent to residential development only in areas devoid of existing vegetation or vegetation not worthy of preservation **and only** with the approval of the Planning Board. Installation of berms shall not exempt development from the opaque planting requirement as listed above. If included in the landscape design, berms shall:

- (1) Have a minimum height of 2 feet, a minimum crown width of 8 feet, and a side slope with a width to height ratio of no greater than 3 to 1 (3:1) if 4 feet or less in height. Berms shall not exceed 6 feet in height and, if greater than 4 feet in height, shall have a minimum crown width of 8 feet, and a side slope with a width to height ratio of no greater than 4 to 1 (4:1). Exceptions may be made to the maximum or minimum height of berms by the zoning administrator where, in his opinion, topographical changes dictate such exception.
- (2) Be designed and constructed with an undulating appearance which mimics as much as is practicable a natural topographical feature of the site.
- (3) Be substantially planted and covered with live vegetation. No berm shall consist entirely of turf grass, ground cover, mulch or similar material. If a berm is greater than 2 feet in height all trees shall be arranged so that they are planted within 2 vertical feet of the natural grade, unless irrigation is provided.
- (4) Be fully installed, planted and stabilized prior to certification of zoning compliance.
- (5) Be designed to prevent standing water or to impede the

flow of stormwater from adjacent properties.

(6) Free of structures, including fences, unless approved by the Town as part of the landscaping requirements for a development site.

(7) Not be used as part of any outdoor living space by adjacent property owners within the development-.

.3 Tree Protection

(a) Applicability

A Tree and Root Preservation Plan delineating areas of tree save shall be incorporated as part of the Landscaping, Grading, and Erosion Control Plans. The following measures shall be followed to protect existing trees on a developing site.

(1) Prior to demolition, clearing, construction, grading, and installation of erosion control measures, tree protective barriers must be installed around all tree save areas by the developer and approved by the Town.

(2) The tree protection barrier fence shall be located along the perimeter of the tree save area (drip line plus 5 feet). Tree protection barrier fencing for a forest canopy stands area is to be located along the perimeter of the tree save area around the forest edge. Tree protection barriers fencing shall consist of orange safety fencing or a combination of orange safety fencing with silt fencing at a minimum of 4 feet in height on metal or wood posts.

(3) All tree protection areas must be designated as such with prominent "tree save area signs" posted in addition to the required protective fencing. Signs requesting subcontractor cooperation and compliance with tree protection standards are recommended for site entrances.

(4) No soil disturbance or compaction, stock piling of soil or other construction material, vehicular traffic, or storage of equipment and materials are allowed within the tree save area.

(5) No ropes, signs, wires, unprotected electrical installation or other device or material, shall be secured or fastened around or through a tree or shrub in a tree save area.

(6) All appropriate protective measures shall be maintained throughout

the land disturbing and construction process, and shall not be removed until final landscaping is installed.

(b) Encroachment

If encroachment into a required Tree Save/Preservation Area occurs which causes irreparable damage to ~~the~~ trees, the Tree Preservation and/or Replacement Plan shall be revised to compensate for the loss.

Encroachments shall be subject to the penalties listed in Article 7.9.

Encroachments, damage and removal of vegetation in a tree save/preservation area shall ~~result in be replanting~~ in accordance with Article 7.4.5

.4 Tree Removal

~~A~~ Land Disturbing Permit ~~is r~~Required. Land disturbing activities shall not commence until such activities have been authorized by issuance of a valid Land Disturbing Permit as specified under the provisions of the Land Development Standards Manual and Erosion and Sedimentation Control Manual.

.5 Mitigation

If a required tree save/preservation area or required undisturbed buffer yard is disturbed for any reason, it shall be restored at a rate of ~~510~~ trees per 1000 square feet. Trees to be planted shall have a minimum caliper of 2 inches, shall be 8-10 feet in height at installation, and shall be at least 75% large maturing ~~hardwood~~ varieties. Where a disturbed area also functioned to buffer adjacent properties or public street(s), at least 50% of the trees shall be evergreen varieties. Trees shall be distributed throughout the disturbed area in such a way as to effectively replace the vegetation disturbed. Where under story vegetation is removed or disturbed it shall be replaced at a rate of ~~2040~~ shrubs per ~~100 linear feet~~ 1000 square feet. Shrubs shall be evergreen and 3 feet in height when installed and are expected to reach a minimum height of 6 feet at maturity. When a tree is destroyed due to an act of God, it shall be replaced with the same species or comparable species, 2 inch in caliper in size. A planting plan is required for staff review and approval prior to ~~commencement of~~ planting.

Section 2. That this ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: August 3, 2015

PLANNING BOARD MEETING: August 25, 2015

PLANNING BOARD RECOMMENDATION: Unanimously recommended approval (6-0)

TOWN BOARD DECISION: TBD

Specimen Tree Mitigation Requirements for Carolina Communities

Town or City	Specimen Tree Mitigation	Specific Requirements
Belmont	Caliper for Caliper	Heritage trees removed shall be replaced with tree(s) to equal the DBH of tree removed.
Cary	Caliper for Caliper	An equal amount of new vegetation ("inch for inch") shall be used to quantify the replacement of trees.
Chapel Hill	Preservation	No rare tree shall be removed. Financial penalty=1.5 times the monetary value of the tree removed (tree value = current formula of the council of tree and landscape appraisers).
Charlotte	Based on Caliper (DBH)	Replacement for trees removed in violation: DBH Removed: 8-14" = 1 Tree Reforested DBH Removed: 15-24" = 2 Trees Reforested DBH Removed: 25-34" = 3 Trees Reforested DBH Removed: 35+" = Case by Case
Cornelius	Caliper for Caliper	Replacement trees shall have a cumulative caliper equal to or greater than the original tree removed.
Davidson	Caliper for Caliper	Replacement trees shall have a cumulative caliper equal to or greater than the original tree removed.
Durham	No Specimen Tree Save	Preserved specimen trees earn more tree canopy credit.
Greensboro	Based on Caliper (DBH)	Replacement for trees removed in violation : DBH Removed: 4-11.9" = 4 caliper inches Reforested DBH Removed: 12-20.9" = 8 caliper inches Reforested DBH Removed: 21-28.9" = 12 caliper inches Reforested DBH Removed: 29-35.9" = 16 caliper inches Reforested DBH Removed: 36+ inches = 20 caliper inches Reforested (Replacements trees to be min. 2" caliper)
Jamestown	Based on Caliper (DBH)	Replacement for trees removed in violation : DBH Removed: 4-11.9" = 1 Tree Reforested DBH Removed: 12-20.9" = 2 Trees Reforested DBH Removed: 21-28.9" = 3 Trees Reforested DBH Removed: 29-35.9" = 4 Trees Reforested DBH Removed: 36+ inches = 5 Trees Reforested
Matthews	Caliper for Caliper	Replacement trees shall be either a single tree of equal caliper to the lost tree or multiple new trees each with a minimum of two inch caliper.
Mooresville	Mitigation	Healthy specimen trees removed shall be replaced with three replacement trees, measuring at least 2.5 inches in diameter.
Myrtle Beach	Cross Sectional Area (Basal Area)	Replacement trees will be at least 4" caliper trees whose total basal area equals the basal area of the tree removed.
Oak Ridge	Caliper for Caliper	Replacement trees shall be of a similar species with at least a 2.5 caliper and cumulative total caliper at least greater than the original tree.
Raleigh	Caliper for Caliper	Unlawfully disturbed trees shall be replaced with trees of equal caliper as measured 4.5 feet above ground.
Wake Forest	Based on Caliper (DBH)	Requirement for replacement of specimen tree: one 3" caliper tree per 8" of DBH, or any remainder thereof.
Wilmington	Mitigation Calculation, Includes Caliper	Number of replacement trees shall be determined by multiplying the total DBH of the removed significant trees by two (2) times the percentage for the type of tree in Table IV and dividing by three (3).

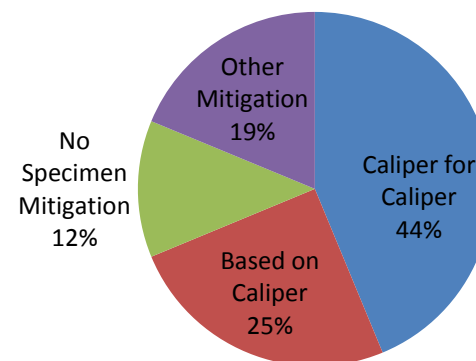
Specimen Tree Mitigation Requirements for Outside Carolinas

Town or City	Specimen Tree Mitigation	Specific Requirements
Acworth, GA	Based on Caliper (DBH)	Must be replaced by species with comparable size and quality based on the unit value of the tree.
Bloomfield, MN	Caliper for Caliper	Replacements must equal 100% of the total DBH removed.
DeKalb County, GA	Based on Caliper (DBH)	Shall be replaced by one and five-tenths (1.5) times the required density of replacement trees (replacement density based on calipers removed).
Grapevine, TX	Caliper for Caliper	A sufficient number of trees shall be planted to equal, in caliper, the diameter of the tree removed.
Lake Forest, IL	Caliper for Caliper	Replacements shall in no case be less than an inch for inch replacement of tree removed.
Los Angeles, CA	Caliper for Caliper	The size and number of replacement trees shall approximate the value of the tree to be replaced.
Minnetonka, MN	Caliper for Caliper	Tree must be replaced at a rate of one inch for each inch in diameter removed.
Orinda, CA	Based on Caliper (DBH)	Replace with 2 15-gallon trees of same genus and species for each 6" of diameter removed.
San Marcos, TX	Caliper for Caliper	A tree that is removed shall be replaced caliper-for-caliper (a ratio of one-to-one).
Southlake, TX	Caliper for Caliper	Sufficient no. of trees to be planted to equal or exceed, measured in DBH, the diameter removed tree.
Veneta, OR	Based on Caliper (DBH)	Replacement trees = 1 + (A - Q) Where: A = Actual dbh of the tree in question. Q = Minimum dbh for this species to qualify as a heritage tree.
Waukegan, IL	Caliper for Caliper	Tree(s) shall equal, in total DBH inches, the DBH of the tree(s) removed.
Winterpark, FL	Based on Caliper (DBH)	Replacement of trees shall be based on a two-to-one (2:1) ratio of the cumulative DBH of the protected tree(s) removed.

Tree Agencies Contacted

- **International Society of Arborists** – Recommends appraisal of trees based on Cross Sectional Area
 - Not familiar with any towns or governments that have used it in land development requirements.
- **NC Urban Forestry Council** – No standard appraisal method – Familiar with the cross sectional area calculation provided by the Council of Tree and Landscape Appraisers (CTLA).
- **NC Forest Service** – No standard appraisal method – Familiar with the CTLA calculation but cautions use thereof.
 - Used in Green Bay, WI for street tree mitigation however not for land development mitigation.
 - Not familiar with any towns or governments that use the CTLA method in their ordinances.
- **NC Cooperative Extension Service** – No standard appraisal method – Familiar with the CTLA method.
 - Forwarded information from the Purdue University Cooperative Extension Service published by the CTLA.

Specimen Mitigation: 15 Surveyed Carolina Communities



7.4 Tree Preservation, Protection, and Removal

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.1 Purpose.

Wooded sites provide distinct aesthetic, economic and environmental significance and value as a natural resource of the Town. Existing vegetation plays a critical role in maintaining aesthetics, water quality, minimizing erosion and downstream flooding, and increasing quality of life.

.2 Tree Preservation.

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(a) Applicability.

Significant forest stands, specimen trees, and heritage trees, as defined in this ordinance, shall be preserved. Forested areas and vegetated areas and areas whose physical site conditions render them unsuitable for development shall be set aside as conservation areas or as open space. Wooded sites shall be developed with careful consideration of the natural characteristics of the site. When portions of forested stands must be developed, careful consideration shall be given to preserving wooded perimeters or the most desirable natural features in order to retain the aesthetic or visual character of the site. Isolated pockets of existing trees, specimen trees and heritage trees shall be protected as a valuable asset of the property.

(b) Site Analysis/Existing Features Plan

For the purposes of identification and preservation, a site analysis sealed by a North Carolina Landscape Architect, Engineer, or other professional approved by staff and mapped by a licensed land surveyor is required for all development in residential or commercial zoning districts. The site analysis shall be submitted to planning staff prior to sketch plan review and prior to any clearing. The developer and/or the design firm shall review plans with ~~Town~~ staff to determine the best areas for potential tree save. Refer to Section 6.0 of the Subdivision Ordinance for all site analysis requirements.

Comment [BP1]: Staff feels like this requirement needs to be made more flexible. Many projects have engineers not architects working on a project. In addition, depending on the size and complexity of the site, it may not be necessary to have an engineer or architect map out the existing trees of the site. For instance sometimes town staff has been known to assist in mapping the trees for small projects.

(c) Method for Calculating ~~Tree~~ Existing Tree Save and Proposed Tree Save Areas

~~Existing~~ The ~~tree save~~ tree save area shall be considered the area in which the drip line of ~~the existing tree saved~~ tree or trees is located on the property plus an additional 5 feet around the perimeter, prior to development. Proposed tree save area shall be considered the area in

which the drip line of the remaining tree or trees is located on the property plus an additional 5 feet around the perimeter after development. If root disturbance or construction activities occur within the drip line of any trees designated as protected tree save, only the area actually being protected will be included in the calculated-proposed Tree Save Area.

Comment [b2]: This section was added and amended to clarify the intent of subsection "c"; to highlight how to find what areas need to be protected on the property versus what area is actually protected on the property.

~~A newly planted tree shall be equivalent to 2,000 square feet of saved area for each large maturing tree planted and 500 square feet of saved area for each small maturing tree planted. New trees shall be planted at a rate of 18 trees per acre.~~ Additional credits shall be given to preserve Heritage Trees at a rate of 2 times the actual tree save area and Specimen Trees at a rate of 1½ times the actual tree save area. Staff may adjust applicable land development standards to protect and preserve Heritage or Specimen Trees.

Comment [b3]: Staff deleted the calculation above out of this section as it didn't seem related to the section (Method for Calculating Tree Save Area). Rather than being about defining tree save area, the deleted information seemed to be more about mitigation and what credit is received for plantings. This information was relocated below where mitigation is addressed.

(d) Tree Selection Criteria

The ~~Landscape Architect~~development manager, working with staff will determine the trees of greatest priority to designate as tree save areas. The following characteristics shall be considered when selecting trees to be protected and saved:

- (1) Tree vigor. Healthy trees shall be preserved. A tree of low vigor is susceptible to damage by environmental changes that occur during site development. Healthy trees are less susceptible to insects and disease. Indications of poor vigor include dead tips of branches, small annual twig growth, stunted leaf size, sparse foliage, and pale foliage color. Hollow or rotten trees; cracked, split, or leaning trees; or trees with broken tips also have less chance of survival.
- (2) Tree age. Old, picturesque trees may be more aesthetically valuable than smaller, younger trees, but they may require more extensive protection.
- (3) Tree species. Preserve those species that are most suitable for site conditions and landscape design. Trees species that are short lived or brittle or are susceptible to attack by insects and disease are poor choices for preservation.
- (4) Tree aesthetics. Choose trees that are aesthetically pleasing, shapely, large, or colorful. Avoid trees that are leaning or in danger of falling. Occasionally, an odd shaped tree or one of unusual form

may add interest to the landscape if strategically located; however, be certain that the tree is healthy.

(5) Wildlife benefits. Choose trees that are preferred by wildlife for food, cover, or nesting. A mixture of evergreens and hardwoods may be beneficial. Evergreen trees are important for cover during the winter months, whereas, hardwoods are more valuable for food.

(6) Environmental benefits. Choose trees that help to reduce runoff and erosion, disconnect impervious areas, serve as stormwater filters, and/or buffer onsite perennial streams.

(e) Tree Save Delineation

All tree save areas must be specified on the recorded plat, individual recorded deeds, and all property association documents for land held in common.

(f) Tree Preservation ~~in Residential Districts~~ Requirements

Comment [b4]: This section is proposed to be used for both residential districts and commercial.

Tree preservation areas- (tree save) shall be determined once a site analysis plan has been completed demonstrating the amount of existing tree canopy on a site and identifying specific locations of all heritage and specimen trees. The percentages listed below are based on ~~the~~ existing tree ~~canopy-s~~ as established above under Method for Calculating Existing and Proposed Tree Save Area (7.4.2 C). The following is the minimum tree preservation required per district:

<u>Zoning District</u>	Minimum Tree Preservation Required			
	Existing Canopy ≥10% of total site area	Existing Canopy <10% of total site area	Heritage Trees	Specimen Trees
<u>Rural District R</u>	50% of existing trees [notes 2,3,4]	10% of total site area (existing and planted) [1,2,3,4]	100% [2]	50% [2,4]
<u>Transitional District TR</u>	35% of existing trees [2,3]	10% of total site area (existing and planted) [1,2,3]	100% [2]	35% [2]
GR and NR Districts	10% of total site area (existing and planted) [2,3]	10% of total site area (existing and planted) [1,2,3]	100% [2]	10% [2]
<u>TC, CI, TND, NC, TOD, HC, SP, CB, VS Districts</u>	<u>0%</u>	<u>0%</u>	<u>100% [2]</u>	<u>30% [2]</u>

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Comment [b5]: The requirements for residential and commercial previously were separated creating duplication in the mitigation language (one for residential and describing it again for commercial). Keeping the requirements all together in the table and referencing one section for mitigation eliminates duplication.

Notes 1-4 follow:

[1] If the tree save requirement does not meet 10% of the total site area, then additional trees must be planted. Each large maturing tree planted shall be given a canopy equivalent of 2,000 sqft and each small maturing tree planted a canopy equivalent of 500 sqft of canopy

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at a rate of 18 trees per acre to reach ~~thea~~ total of 10% of the total site area. Trees planted in buffer yards shall count towards meeting the required planting rate. ~~H~~However, street trees and newly planted residential lot trees shall not. Trees planted shall be a minimum of 2 inches in caliper and shall be 75% large maturing and 25% evergreen.

Comment [b6]: The same canopy calculation that was previously located in the "Method for Calculating Tree Save Area" section was moved here where mitigation is being discussed.

[2] Where circumstances prevent locating the required tree plantings or preservation standards on site and approval by the Planning Board is granted, the developer may mitigate the protected tree canopy removal by planting new trees on the site whose canopy equals that of the canopy to be removed (new tree canopy credits are described above). If site conditions are not conducive for healthy tree replacement planting on site, the developer may contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. A combination of planting and contribution in lieu of planting is acceptable. The amount of contribution is based on the total cost of the required mitigation trees plus that of their installation.

Comment [b7]: This canopy tree save requirement has not changed from how it is currently interpreted and enforced. It is simply reworded and clarified.

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For Specimen Tree Mitigation, the developer may mitigate the ~~removal of~~ protected trees ~~removal~~ by planting new trees on the site whose total caliper (DBH) equals 30% of ~~that of~~ the total caliper of trees (DBH) to be removed above the ordinance requirement ~~(one-to-one replacement ratio)~~. If site conditions are not conducive for healthy tree planting on site, the developer may contribute to a Tree Fund/Bank as described above. Newly planted street trees and parking lot trees ~~may do not count~~ toward the mitigation calculation. ~~Trees planted to satisfy buffer requirements however may. The amount of the contribution shall be based on the number and species of trees needed to meet the tree save/planting requirement and on the commercial price and installation cost for such trees.~~

Comment [b8]: This mitigation requirement is new. The existing language allowed the developer to simply replace a large specimen tree with a single 2" caliper new tree.

This language change would require a developer to replace 30% of the caliper he removes above the ordinance requirements. For instance if they removed one 24 inch tree required to be saved, they would need to mitigate 7.2 calipers (30% of 24 = 7.2); or 4-2" caliper trees. Therefore based on the estimation of \$250 of cost to install one 2" caliper tree, mitigation for one 24 inch specimen tree is about \$1,000 each. Bigger trees would be more.

[3] When calculating the tree save area, 150% of the canopy area of each specimen tree and 200% of the canopy area of each heritage tree shall count towards the required tree save area. For example:

<u>Saved Type and Number of Trees</u>	<u>Canopy Area of Saved Trees Total Amount of Canopy Area</u>	<u>Calculated Amount Counted Toward Tree Save Area</u>
4 Specimen Trees	3,900 sf	5,850 sf

<u>Saved Type and Number of Trees</u>	<u>Canopy Area of Saved Trees Total Amount of Canopy Area</u>	<u>Calculated Amount Counted Toward Tree Save Area</u>
2 Heritage Trees	2,000 sf	4,000 sf

[4] ~~In the Rural district (R) minimum tree save~~ preservation required for non-residential uses ~~in the Rural district, are reduced the tree save requirements are reduced~~ to require preservation of >30% of existing canopy and specimen trees.

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~~(g) Tree Preservation in Commercial and Mixed Use Districts~~

~~(1) Tree preservation is determined once a site analysis plan has been completed demonstrating the amount of existing tree canopy on a site and specific locations of all heritage and specimen trees. The percentages listed below are based on the existing tree canopy as established in section 7.3.2(c). The following is the minimum tree preservation required for all development in these districts:~~

~~a) 30% of all specimen trees shall be saved (See Special Cases below)~~

~~b) 100% of all heritage trees shall be saved (See Special Cases below)~~

~~(2) Special Cases~~

~~Where circumstances prevent locating the required tree plantings or preservation standards on site and approval by the Planning Board is granted, the developer will contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. The amount of the contribution shall be based on the number and species of trees needed to meet the tree save/planting requirement and on the commercial price and installation cost for such trees.~~

~~(h) Residential Development along Thoroughfares~~

All residential development fronting a major or minor thoroughfare shall provide a 20-foot landscape easement located within common area between the future right-of-way and any proposed lots or public streets. The easement shall be placed on a map of record and a note on the

Comment [b9]: When the commercial requirements were placed in the table and its mitigation was added to the footnotes, all this information became repetitive and thus deleted.

record plat shall state

"The homeowners association shall be responsible for the continued preservation and maintenance of this area."

All existing vegetation shall remain unless it is determined by the Planning Board that the vegetation is not worthy of preservation and an alternative plan is acceptable. These areas must meet or exceed the opaque screening standards as established in this Article through the use of existing vegetation and supplemental plantings.

Along thoroughfares, berms may be installed in a landscape easement adjacent to residential development only in areas devoid of existing vegetation or vegetation not worthy of preservation and only with the approval of the Planning Board. Installation of berms shall not exempt development from the opaque planting requirement as listed above. If included in the landscape design, berms shall:

- (1) Have a minimum height of 2 feet, a minimum crown width of 8 feet, and a side slope with a width to height ratio of no greater than 3 to 1 (3:1) if 4 feet or less in height. Berms shall not exceed 6 feet in height and, if greater than 4 feet in height, shall have a minimum crown width of 8 feet, and a side slope with a width to height ratio of no greater than 4 to 1 (4:1). Exceptions may be made to the maximum or minimum height of berms by the zoning administrator where, in his opinion, topographical changes dictate such exception.
- (2) Be designed and constructed with an undulating appearance which mimics as much as is practicable a natural topographical feature of the site.
- (3) Be substantially planted and covered with live vegetation. No berm shall consist entirely of turf grass, ground cover, mulch or similar material. If a berm is greater than 2 feet in height all trees shall be arranged so that they are planted within 2 vertical feet of the natural grade, unless irrigation is provided.
- (4) Be fully installed, planted and stabilized prior to certification of zoning compliance.
- (5) Be designed to prevent standing water or to impede the flow of stormwater from adjacent properties.

(6) Free of structures, including fences, unless approved by the Town as part of the landscaping requirements for a development site.

(7) Not be used as part of any outdoor living space by adjacent property owners within the development.

3 Tree Protection

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(a) Applicability

A Tree and Root Preservation Plan delineating areas of tree save shall be incorporated as part of the Landscaping, Grading, and Erosion Control Plans. The following measures shall be followed to protect existing trees on a developing site.

(1) Prior to demolition, clearing, construction, grading, and installation of erosion control measures, tree protective barriers must be installed around all tree save areas by the developer and approved by the Town.

(2) The tree protection barrier fence shall be located along the perimeter of the tree save area (drip line plus 5 feet). Tree protection barrier fencing for a forest canopy stands area is to be located along the perimeter of the tree save area around the forest edge. Tree protection barriers fencing shall consist of orange safety fencing or a combination of orange safety fencing with silt fencing at a minimum of 4 feet in height on metal or wood posts.

(3) All tree protection areas must be designated as such with prominent "tree save area signs" posted in addition to the required protective fencing. Signs requesting subcontractor cooperation and compliance with tree protection standards are recommended for site entrances.

(4) No soil disturbance or compaction, stock piling of soil or other construction material, vehicular traffic, or storage of equipment and materials are allowed within the tree save area.

(5) No ropes, signs, wires, unprotected electrical installation or other device or material, shall be secured or fastened around or through a tree or shrub in a tree save area.

(6) All appropriate protective measures shall be maintained throughout the land disturbing and construction process, and shall not be removed until final landscaping is installed.

(b) Encroachment

If encroachment into a required Tree Save/Preservation Area occurs which causes irreparable damage to ~~the~~ trees, the Tree Preservation and/or Replacement Plan shall be revised to compensate for the loss.

Encroachments shall be subject to the penalties listed in Article 7.9.

Encroachments, damage and removal of vegetation in a tree save/preservation area shall ~~result in be~~ replant~~ing~~ in accordance with Article 7.4.5

.4 Tree Removal

~~A~~ Land Disturbing Permit ~~is r~~Required. Land disturbing activities shall not commence until such activities have been authorized by issuance of a valid Land Disturbing Permit as specified under the provisions of the Land Development Standards Manual and Erosion and Sedimentation Control Manual.

.5 Mitigation

If a required tree save/preservation area or required undisturbed buffer yard is disturbed for any reason, it shall be restored at a rate of 10 trees per 1000 square feet. Trees to be planted shall have a minimum caliper of 2 inches, shall be 8-10 feet in height at installation, and shall be at least 75% large maturing ~~hardwood~~ varieties. Where a disturbed area also functioned to buffer adjacent properties or public street(s), at least 50% of the trees shall be evergreen varieties. Trees shall be distributed throughout the disturbed area in such a way as to effectively replace the vegetation disturbed. Where under story vegetation is removed or disturbed it shall be replaced at a rate of 40 shrubs per ~~100 linear feet~~1000 square feet. Shrubs shall be evergreen and 3 feet in height when installed and are expected to reach a minimum height of 6 feet at maturity. When a tree is destroyed due to an act of God, it shall be replaced with the same species or comparable species, 2 inch in caliper in size. A planting plan is required for staff review and approval prior to ~~commencement of~~ planting.

date 6/20/12
to Board of Commissioners
from Jack Simoneau, Planning Director
re Tree Mitigation Ordinance

The Planning Board has asked staff to get feedback from the Town Board on your interest in amending the Tree Save Requirements of the Zoning Ordinance. Since 2003 the code requires a certain percentage of large trees and tree canopy be saved in new development. When it is not feasible or practical to save such trees, the ordinance allows the developer to “mitigate” the loss of the required trees with the approval of the Planning Board by putting money in a tree fund or planting elsewhere in the community.

The ordinance mitigation value is a **“tree for tree”** ratio; meaning if you remove one required 30 inch specimen Oak tree then only one newly planted 2” tree needs to be installed or paid for in its place. The Planning Board has conveyed their concern to staff that the current mitigation requirement does not reflect the value of removed large trees and does little to encourage applicants to design their developments around existing specimen trees to the greatest extent possible. In researching mitigation techniques used by other communities for the Planning Board, it was found that several communities use a **“caliper to caliper”** ratio; meaning if you remove one required 30 inch specimen then fifteen newly planted 2” trees need to be installed or paid for in its place.

As was stated above, the Planning Board wanted to gauge your interest in pursuing a text amendment that would alter the mitigation requirements prior to bringing this matter to the Town Board. Therefore, if you have any thoughts or concerns or would like a work session with the Planning Board, please contact me at your convenience.

Thank you

Planning

Post Office Box • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.875.7000 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Huntersville Engineering - Devona Allgood
Subject: Adopt-A-Street Program

The Town of Huntersville recognizes the need and petition for litter-free streets and sidewalks. The Adopt-A-Street program has been established to address this need and enable residents, community and civic organizations, or religious and social groups to contribute toward our town beautification efforts.

ACTION RECOMMENDED:

Consideration and subsequent approval of the Huntersville Adopt-A-Street Program.

FINANCIAL IMPLICATIONS:

Powell Bill

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Adopt-A-Street Program Application	Exhibit
<input type="checkbox"/>	Adopt-A-Street Program Approved Streets for Adoption	Exhibit



Adopt-A-Street Program Agreement

The Town of Huntersville recognizes the need and petition for litter-free streets and sidewalks. The Adopt-A-Street program has been established to address this need and enable residents, community and civic organizations, or religious and social groups to contribute toward our town beautification efforts.

Participants have the choice of two levels of adoption commitments: "Major" and "Minor."

Major adoptions include the adoption of town maintained streets that are at least 0.25 miles in length and approved by the Town to include the adoption provisions of ***safety vests, gloves, trash bags and a road sign identifying you or your group as the adopter of the street.***

Minor adoptions include the adoption of town maintained streets that are at least 0.25 miles in length and are **not** approved by the town to include adoption provisions, due to the minimal amount of potential clean up required. Participants must provide their own safety and clean up equipment for minor adoptions.

The Town will collect all bags of trash for **BOTH** Major and Minor adoptions. See Appendix A for approved street names and lengths.

After one year of service, an organization may adopt more than one street as long as the combined lengths do not exceed two (2) miles. Contact the Town Coordinator for authorization.

By completing and signing this form, you are agreeing to the following terms:

- **One to three** year commitment to cleaning up your chosen street(s)
- Litter pick up at least 4 times per year (quarterly) starting from the date of approval
- Notification of the Town Coordinator prior to and upon completion of each quarterly collection
- Acceptance and adherence to the Safety Guidelines (Page 4)
- All participants shall be at least 12 years of age; participants between the ages of 12 and 17 must have adequate supervision by one or more adults 21 years of age or older
- The Town is not responsible for any injuries or damage experienced as a result of participation in the adoption program

The Town of Huntersville recognizes _____
(Name of organization, or individual)

as the adopting organization for the following street(s):

_____ from _____ to _____
(Street Name) (Intersection) (Intersection)

_____ from _____ to _____
(Street Name) (Intersection) (Intersection)

_____ from _____ to _____
(Street Name) (Intersection) (Intersection)



Adopt-A-Street Program Agreement

For (choose one of the following): **One year** **Two years** **Three years.**

Primary Contact Information

Name: _____
(Print First Name, Last Name)

Mailing Address: _____
(Street Address) (City) (State) (Zip Code)

Email: _____ Phone: _____

Signature: _____

Adopting Organization Information

In the space provided below, print the name of your non-profit organization as it should be displayed on the street sign. If the adoption is "In Memory of" or "In Honor of", please include such wording in your title. **Names of companies or businesses are not permitted.**

--

Adopting Organization Participants

The following signatures indicate agreement to comply with the terms listed on Page 1 of this document. Any participants between the ages of 12 and 17 must have a parent or guardian sign for their participation.

Participant Name	Parent/Guardian Name (If Minor)	Participant/Parent/Guardian Signature



Adopt-A-Street Program Agreement

.....
FOR STAFF USE ONLY

Approved By: _____ Date: _____

Adopt-A-Street Safety Guidelines

All participants shall:

- Wear the safety gear provided to them by the Town of Huntersville
- Park all vehicles clear of the roadway and on the same side of the road where volunteers are working
- Be at least 12 years of age
- Provide adequate supervision by one or more adults 21 years of age or older for those participants under the age of 17
- Pick up litter only during daylight hours
- Conduct a safety meeting for all participants prior to each cleanup to review Safety Guidelines
- Contact the Town Coordinator prior to and upon completion of clean up
- Notify the Town Coordinator if you encounter hazardous objects or holes, guy wires and other hidden obstacles in the ground

All participants shall NOT:

- Use or possess illegal drugs or alcohol during a cleanup
- Pick up trash on the road surface, medians, bridges, overpasses or in tunnels
- Pick up what appears to be hazardous material
- Attempt to squeeze bags to make room for more trash, as injuries from broken or jagged objects can result
- Remove dead animals

For Your Safety:

- Wear light-colored clothing that covers arms and legs
- Wear leather shoes or boots in addition to the provided safety gear
- Wear clothing that will not divert attention of motorists during cleanup activities
- Wear clothing that will not impair vision or movement during cleanup activities
- Work in small groups
- Stay well clear of any construction
- Stop work in inclement weather
- During warm weather months, drink plenty of fluids, take breaks, avoid overexertion
- During cold weather months, dress warmly with layered clothing
- Be alert for snakes, stinging insects, and poisonous plants
- Avoid contact with noxious weeds and areas where herbicides were applied
- Carpool to the site to reduce the number of vehicles
- Use proper lifting and bending techniques

In Case Of Emergency:

- Have an adequate first-aid kit immediately available
- Select an emergency room/hospital and know the route from the work area to the designated place of treatment facility
- Have transportation immediately available

***AFTER CLEANUP, GROUP ALL TRASH BAGS TOGETHER AND, WHERE PRACTICAL, PLACE THEM AT LEAST 8 FEET FROM THE SIDE OF THE ROAD TO MAKE COLLECTION EASIER AND SAFER FOR OUR STAFF.**

Adopt-A-Street Program

Approved Streets for Major Adoption

Street Name	Length in Miles
Birkdale Commons Py	1.58
Boren St	0.54
Bradford Hill Ln	0.61
Cambridge Grove Dr	0.79
Central Av	0.59
Cimmaron Rd	0.27
Dallas St	0.67
David Kenney Farm Rd	0.67
Detroiter Dr	0.26
Devonshire Dr	1.96
Gibson Park Dr	0.34
Greenway St	0.48
Hugh Torance Py	1.32
Julian Clark Av	0.34
Kincey Av	0.60
Lindholm Dr	0.33
Montecarlo Dr	0.68
N Church St	0.57
N Main St	0.63
Northcross Center Ct	0.72
Pembroke Rd	0.37
Ranger Tr	0.42
Ranson Rd	1.22
Reese Bv	1.15
Reese Bv East	0.78
Reese Bv West	1.03
Rosewood Meadow Ln	0.46
S Church St	0.82
S Main St	0.54
Sherwood Dr	0.73
Stratton Farm Rd	1.11
Stumptown Rd	1.70
Swansboro Ln	0.33
Vanstory Dr	1.14
Vixen Ln	0.63
Wedgewood Dr	0.72
Westminster Dr	0.47
Wynfield Creek Py	1.87

Approved Streets for Minor Adoption

Street Name	Length in Miles
Aberfeld Rd	0.44
Agincourt Dr	0.37
Aldenbrook Dr	0.28
Almondell Dr	0.29
Alston Forest Dr	0.47
Amber Field Dr	0.45
Angel Oak Dr	0.71
April Mist Tr	1.03
Bankside Dr	0.36
Barkley Farm Rd	0.36
Barnsbury Dr	0.47
Bayart Wy	0.33
Baylis Dr	0.35
Beech Hill Dr	0.28
Binnaway Dr	0.28
Blackstock Rd	0.35
Blackstone Dr	0.3
Bramborough Rd	0.5
Bravington Rd	0.41
Brentfield Rd	0.95
Bridgegate Dr	0.40
Bridgeton Ln	0.46
Bronx Dr	0.33
Bytham Castle Dr	0.29
Caldwell Track Dr	0.59
Canadice Rd	0.41
Canoe Cove Ln	0.39
Carrington Pointe Dr	0.38
Carrington Ridge Dr	0.76
Castledown Dr	0.43
Cedar Fall Dr	0.38
Cedar Pond Cr	0.46
Cedar River Rd	0.37
Centennial Commons Py	0.44
Centennial Forest Dr	0.35
Chaddsley Dr	0.70
Chelsea Ridge Ln	0.40



Adopt-A-Street Program

Cheverly Dr	0.35
Chickasaw Dr	0.29
Chilgrove Ln	0.26
Cinnabar Pl	0.33
Clarendon Pointe Ct	0.3
Cletus Brawley Rd	0.31
Cliffcreek Dr	0.28
Cockerham Ln	0.36
Coley Dr	0.42
Colonial Garden Dr	1.72
Colonial Park Dr	0.69
Commerce Centre Dr	0.3
Conner Glenn Dr	0.39
Cool Meadow Dr	0.32
Coral Sunrise Dr	0.26
Cottsbroke Dr	0.49
Crabapple Ln	0.26
Cranleigh Dr	0.36
Cranlyn Rd	0.27
Culcairn Rd	0.43
Cumberland Crest Dr	0.29
Damson Dr	0.45
Dellwood Dr	0.42
Delstone Dr	0.36
Dr Seay Dr	0.32
Drake Hill Dr	0.34
Edna Dr	0.25
Eric Kyle Dr	0.34
Farnborough Rd	0.49
Flatbush Dr	0.38
Folkston Dr	0.27
Forrester Av	0.29
Fremington Rd	0.34
Garnkirk Dr	0.44
Gathering Oaks Dr	0.35
Glade Ct	0.38
Glassfield Dr	0.55
Glen Miro Dr	0.75
Glencreek Ln	0.35

Adopt-A-Street Program

Glencrest Dr	0.40
Glendale Dr	0.41
Glenora Dr	0.29
Glenwyck Ln	0.28
Grafham Cr	0.34
Grand Central Wy	0.32
Grapperhall Dr	0.31
Grassy Creek Dr	0.65
Greenfarm Rd	0.63
Greenheather Dr	0.31
Greenpoint Ln	0.29
Hagers Rd	0.54
Hallaton Dr	0.35
Hampton Crossing Dr	0.31
Hampton Trace	0.66
Harvest Point Dr	0.34
Harvington Dr	0.67
Hastings Farm Rd	0.30
Heath Grove Dr	0.45
Henderson Hill Rd	0.56
Henderson Park Rd	0.42
Henry Ln	0.43
Hickorywood Hill Av	0.25
Hillcrest Ln	0.84
Hillspring Dr	0.48
Hillston Ridge Rd	0.32
Hollingbourne Rd	0.42
Holly Springs Dr	0.75
Holly Stream Dr	0.31
Horseshoe Creek Dr	0.31
Hugh Mcauley Rd	0.47
Huntington Village Rd	0.50
Island Dr	0.3
Janeiro Dr	0.27
Journey's End Trl	0.53
Kane Alexander Dr	0.65
Kelly Park Cr	0.56
Knox Hill Rd	0.30
Knoxwood Dr	0.61



Adopt-A-Street Program

Lafoy Dr	0.32
Lakehaven Dr	0.37
Latta Springs Cr	0.84
Laurel Berry Ln	0.38
Lavenham Rd	0.32
Lawings Corner Dr	0.28
Leisure Ln	0.36
Leslie Brooke Rd	0.32
Levins Hall Rd	0.46
Lindley Dr	0.28
Linksland Dr	0.71
Lyon Hill Ln	0.84
Maclauren Ln	0.32
Marion Lavern Rd	0.30
Mcilwaine Rd	0.58
Mcintosh Rd	0.3
Meadowmere Rd	0.42
Mercia Av	0.33
Moonshadow Ln	0.30
Moores Mill Rd	0.34
N Maxwell Av	0.35
New Bond Dr	0.52
New Oak Ln	0.63
Newstead Rd	0.28
North Point Rd	0.57
Northdowns Ln	0.33
Northgreen Dr	0.39
Northstone Dr	0.85
Nottingham Dr	0.33
Old Barnette Pl	0.36
Old Vermillion Dr	1.17
Olmsford Dr	0.44
Oxford Hollow Rd	0.27
Pamela St	0.47
Park Grove St	0.27
Patterson Rd	0.40
Platon Av	0.47
Prairie Rose Ln	0.25
Prestwoods Ln	0.31

Adopt-A-Street Program

Quail Crossing	0.33
Ranson St	0.28
Red Falcon Ct	0.28
Rhiannon Ln	0.50
Riverside Oaks Dr	0.26
Robert St	0.27
Rolling Meadows Ln	1.08
Rose Commons Dr	0.45
Rosedale Hill Av	0.27
Rosemary Way Dr	0.29
Sagefield Dr	0.29
Salem Ridge Rd	0.85
Sandowne Ln	0.63
Sao Paula Dr	0.30
Savannah Grace Ln	0.47
Seigle Dr	0.28
Shepparton Dr	0.33
Shields Dr	0.32
Skybluff Cr	0.38
Skypark Dr	0.30
Southland Rd	0.82
Spruell ST	0.94
St Barts Ln	0.48
Stephens Grove Ln	0.61
Stillbrook Bend Ct	0.31
Stonegreen LN	0.44
Stonemont Rd	0.29
Sutters Run Ln	0.27
Tallent Ln	0.34
Tanners Creek Dr	0.55
Taunton Dr	0.35
Taviston St	0.29
Taybrook Dr	0.26
Terry Ln	0.49
Thach Ct	0.27
Three Greens Dr	0.47
Timbergreen Dr	0.38
Toka Ct	0.42
Townley Rd	0.57



Adopt-A-Street Program

Train Station Dr	0.27
Tribute Place Dr	0.32
Twin Trail Dr	0.78
Ulsten Ln	0.36
Union Square Dr	0.26
Vanguard Py	0.75
Vantage Point Ln	0.32
Warfield Av	0.52
Waterfront Dr	0.67
Watkins St	0.28
Waverton Ln	0.45
Wescott Hill Dr	0.30
Willingdon Rd	1.00
Willingham Rd	0.35
Willow Breeze Ln	0.59
Willow Grove Wy	0.38
Winding Ridge Rd	0.30
Windy Lea Ln	0.36
Windyedge Rd	0.36

**Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015**

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Gerry Vincent/Greg Ferguson
Subject: Capital Project Ordinance-Fire Station

Adopt a Capital Project Ordinance for the purchase of land and the construction of a fire station on McIlwaine Road.

ACTION RECOMMENDED:

Adopt Capital Project Ordinance.

FINANCIAL IMPLICATIONS:

See attached Capital Project Ordinance.

ATTACHMENTS:

Description	Type
▢ Capital Project Ordinance	Ordinance

**TOWN OF HUNTERSVILLE
WEST HUNTERSVILLE FIRE STATION
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is the purchase of land and the construction of a fire station on McIlwaine Road.

SECTION 2. The officers of the unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Purchase of Land and the Construction, Design, Testing And Fees	<u>3,575,000</u>
--	------------------

TOTAL PROJECT COSTS	<u>\$ 3,575,000</u>
----------------------------	----------------------------

SECTION 4. The following revenues are anticipated to be available to complete this project:

Bond Proceeds: 2016 Bonds	<u>\$3,575,000</u>
------------------------------	--------------------

TOTAL PROJECT REVENUE	<u>\$3,575,000</u>
------------------------------	---------------------------

SECTION 5. The Finance Director is authorized from time to time to transfer as a loan from the General Fund in an amount necessary to meet obligations until such time as funding is received. When funds are received, repayments to the General Fund will be made.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Greg Ferguson
Subject: Reimbursement Resolution

Approve the attached Reimbursement Resolution. This resolution will allow the Finance Director to reimburse the General Fund for Capital Expenditures, as described in the resolution, incurred prior to the issuance of General Obligation Bonds as described in the resolution.

ACTION RECOMMENDED:

Approve Resolution.

FINANCIAL IMPLICATIONS:

Consistent with the Bond Program, this Reimbursement Resolution is needed due to staggered timing of projects.

ATTACHMENTS:

Description	Type
▣ Reimbursement Resolution-Fire Station	Resolution

Extract of Minutes of a regular meeting of the Board of Commissioners of the Town of Huntersville, North Carolina held at the Town Hall, 101 Huntersville-Concord Road, Huntersville, North Carolina 28078, at 6:30 p.m. on September 21, 2015.

* * *

A regular meeting of the Board of Commissioners (the “*Board*”) of the Town of Huntersville, North Carolina (the “*Town*”) was held at the Town Hall, 101 Huntersville-Concord Road, Huntersville, North Carolina 28078, at 6:30 p.m. on September 21, 2015, after proper notice, and was called to order by Mayor Jill Swain, and upon the roll being called, the following members of the Board answered present:

The following members of the Board were absent:

Also present:

Commissioner _____ introduced the following resolution, a summary of which had been provided to each Commissioner, a copy of which was available with the Town Clerk and which was read by title:

RESOLUTION DECLARING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, EQUIPPING AND FURNISHING OF A FIRE STATION AND THE ACQUISITION OF LAND THEREFOR FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING FISCAL YEAR 2016

WHEREAS, the Board hereby finds and determines that it is in the best interests of the Town to provide for the acquisition, construction, furnishing and equipping of a new fire station and the acquisition of land therefor (the “*Project*”);

WHEREAS, the Town presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with proceeds of tax-exempt obligations and reasonably expects to issue its tax-exempt obligations (the “*Obligations*”) to finance, or to reimburse itself for, all or a portion of the costs of the Project; and

WHEREAS, the Town desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the “*Original Expenditures*”), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the Town intends, and reasonably expects, to reimburse its capital improvement fund for such Original Expenditures from a portion of the proceeds of the Obligations to be issued at a date occurring after the dates of such Original Expenditures; and

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

Section 1. ***Official Declaration of Intent.*** The Town presently intends, and reasonably expects, to reimburse its capital improvement fund for the Original Expenditures incurred and paid 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 in the fiscal year ending June 30, 2016 to finance all or a portion of the costs of the Project and the maximum principal amount of Obligations expected to be issued by the Town to pay for all or a portion of the costs of the Project, which amount is subject to change, is expected to be approximately \$3,575,000.

Section 2. ***Compliance with Regulations.*** The Town adopts this Resolution as a declaration of official intent 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 its capital improvement fund for the Original Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director, 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 Original Expenditures incurred and paid by the Town in connection with the Project 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.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled **"RESOLUTION DECLARING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, EQUIPPING AND FURNISHING OF A FIRE STATION AND THE ACQUISITION OF LAND THEREFOR FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING FISCAL YEAR 2016"** was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
TOWN OF HUNTERSVILLE) SS:

I, *Janet Pierson*, duly appointed Town Clerk of the Town of Huntersville, North Carolina, *DO HEREBY CERTIFY*, that the foregoing is a true and accurate copy of a resolution entitled “**RESOLUTION DECLARING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, EQUIPPING AND FURNISHING OF A FIRE STATION AND THE ACQUISITION OF LAND THEREFOR FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING FISCAL YEAR 2016**” which was adopted by the Board of Commissioners of the Town of Huntersville, North Carolina, at its regular meeting held on September 21, 2015, to become effective on September 21, 2015, and that such Resolution has been duly recorded in the minutes of the Town.

WITNESS my hand and the corporate seal of the Town of Huntersville, North Carolina, this ____day of September, 2015.

(SEAL)

Janet Pierson
Town Clerk of the
Town of Huntersville, North Carolina

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Greg Ferguson, Town Manager
Subject: Approve Purchase of Property - Fire Station 4

Consider approving purchase contract for property on McIlwaine Road identified as Parcel #015-121-15. Property will be used for a fire station and related facilities.

ACTION RECOMMENDED:

Authorize Town Manager to execute purchase contract.

FINANCIAL IMPLICATIONS:

\$531,310 purchase amount
\$5,000 contingency costs

\$536,310 from 2016 GO Bonds

ATTACHMENTS:

Description	Type
❏ Purchase Contract	Backup Material

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT to sell and purchase real property (this "Contract") is made and entered into as of the ____ day of _____, 2015 by and between C.N. Reid Real Estate Limited Partnership, RLLLP, a NC Registered Limited Liability/Limited Partnership (hereafter referred to as "Reid" or "Seller"), and the Town of Huntersville, a North Carolina Municipal Corporation (hereafter "Town" or "Buyer").

WITNESETH

WHEREAS, Seller owns approximately 10.1202 acres of land hereafter described which they wish to sell; and

WHEREAS, Town wishes to purchase said acreage; Therefore:

AGREEMENT

For the considerations hereafter set forth, Seller agrees to sell and Town agrees to buy the property hereinafter described on the following terms and conditions:

1. **PROPERTY.** All of that land described on Exhibit A attached hereto and incorporated herein, hereafter referred to as the "Property".
2. **PURCHASE PRICE OF PROPERTY.** The total purchase price of the Property shall be an amount calculated at \$52,500.00 per acre, according to a survey obtained by Town as hereinafter set forth, and shall be paid as follows:
 - (a) An Earnest Money Deposit in the total amount of \$10,000.00 which shall be paid to _____ as Escrow Agent within three (3) business days after approval of this contract and appropriation of funds in open session by the Town of Huntersville Board of Commissioners as provided in paragraph 13, and which shall be credited to the purchase price at closing or disbursed as hereafter provided;
 - (b) The balance shall be paid at closing to the Sellers by wire transfer of fund, or other means acceptable to Seller.
3. **EFFECTIVE DATE.** The Effective Date of this Contract shall be the final date of signing by the parties and approval by the Town of Huntersville Board of Commissioners in open session, as provided in Paragraph 12 hereafter.

4. **CLOSING DATE.** Closing of the transfer of the Property shall occur on or before one hundred and twenty (120) days from the Effective Date at Town's offices in Huntersville, North Carolina, or such other place, or in such other manner as may be mutually acceptable to the parties.
5. **INTENDED USE.** The Town intends that the Property be used for a fire station and related facilities ("Intended Use") or for such other purposes as Town may deem appropriate.
6. **TRANSFER OF TITLE TO PROPERTY.** At closing, Seller shall deliver to Buyer a General Warranty Deed conveying fee simple marketable title to the Property, subject only to covenants, rights of way and easements, and other regulations acceptable to Town not affecting its use of the Property for its intended purposes, zoning and other land use laws and ordinances and the lien of the then current year's *ad valorem* taxes which shall be pro-rated as of the date of closing (the "Permitted Exceptions").
7. **EXAMINATION PERIOD.** As used in this Contract, "Examination Period" shall mean that period of time after the Effective Date to a date which is ninety (90) days after the Effective Date.
8. **SURVEY.** Town, at its expense, may have a current survey made of the Property by a qualified North Carolina surveyor, and the total acreage of the Property as shown on that survey shall be used in determining the total purchase price of the Property as set forth in Paragraph 2. Upon completion of the survey, Town will cause a copy thereof to be delivered to Seller. If Seller disagrees with the results of the survey, it may have another survey made, at its expense, by a surveyor of its choosing. If there are significant differences between the surveys, the two surveyors shall resolve the differences. Nevertheless, Town may, at its option, elect not to have a new survey performed, in which case the acreage content as shown on the attached legal description will be used in calculating the purchase price. Seller specifically grants to Town and its surveyor the right to go upon the Property for the purpose of performing such survey.
9. **TITLE EXAMINATION.** After the Effective Date, Town shall, at its expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event such title examination shall reveal that Seller's title is not fee simple marketable and insurable at regular rates, subject only the Permitted Exceptions, then Town shall promptly notify Seller in writing of such title defects and exceptions. Seller shall then have thirty (30) days to cure the defect (provided that if such objection or defect is of an established monetary amount, then it may be cured by withholding and disbursing the necessary amounts at closing). If Seller has to cure the defect, the closing shall be extended for the time reasonably necessary to cure the defect. If Seller is unable or unwilling to cure the defect, the Town shall have the option of terminating this Contract,

or take title in its then condition without reduction of the purchase price (except those defects that can be cured by withholding an established monetary amount). Within fourteen (14) days after the Effective Date, Seller shall deliver to Town copies of any title insurance policies it has in its possession affecting the Property or any portion thereof as well as any leases of the Property or any portion thereof.

10. **INSPECTIONS.** During the Examination Period, Town, its agents or representatives, and at Town's expense, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil borings, environmental and other testing and conducting any surveys it deems appropriate (collectively, "Inspections"). Buyer shall conduct all such Inspections in a good and workmanlike manner, and shall repair any damage to the Property caused by Town's entry. Inspections shall occur during reasonable hours so as to not interfere with Seller's use of the Property or the use of the Property by any tenant of the Seller. **Seller and Town will coordinate any such inspections and Seller or its Agent shall be responsible for notifying and assuring that any tenant grants Town such access as is needed.** It is understood that Town does not intend to maintain the structures located on the Property, which will be either demolished or removed, and that therefore will not do any inspection of the structures except to the extent necessary to determine if any such conditions would affect such demolition (for example, asbestos content or fuel oil storage). Seller shall deliver to Town any studies, reports, inspections, or surveys that Seller has in its possession affecting, or relating to the Property, including without limitation any environmental studies. Seller represents that it has no actual knowledge of any adverse environmental conditions or contamination of the Property. Town shall keep as confidential any such matters furnished to it by Seller, or the result of any Inspection performed by Town, to the extent permitted under Public Records laws of North Carolina. All inspections shall be completed during the Examination Period (subject to any extension granted by Seller), and if any conditions are not objected to within that time (which may be extended) shall be deemed accepted, except for matters occurring after that time. The parties agree that it is in the best interest of each that the Property be kept secured during the contract period. The Property currently is fenced with secured gate access. Town will be given a key to the gate for use during the inspection and contract period so that it or its employees, agents, inspectors and contractors may access the Property, and will assure that if used the gates are locked and secured on a daily basis. when inspections are not being conducted.
11. **POSSESSION.** Seller can and will deliver unencumbered possession of the Property to Town as of the Closing Date.
12. **PROPERTY CONVEYED "AS IS".** Except as otherwise provided herein, the Property and improvements, if any, are conveyed and accepted "as is" with all faults. Seller makes

no representations or warranties as to the condition of the Property, or suitability for any purpose, including for its Intended Use.

13. **BOARD APPROVAL. IF THIS CONTRACT IS EXECUTED BY BOTH PARTIES PRIOR TO APPROVAL BY THE BOARD OF COMMISSIONERS IN A PUBLIC OPEN MEETING OF THE BOARD, THIS CONTRACT IS SUBJECT TO SUCH FINAL APPROVAL IN OPEN SESSION AS REQUIRED BY NORTH CAROLINA LAW, AND IS NOT BINDING UNTIL SUCH APPROVAL IS GIVEN. TOWN AGREES THAT IT SHALL SCHEDULE THIS CONTRACT FOR APPROVAL NO LATER THAN THE SECOND REGULAR MEETING OF THE BOARD OF COMMISSIONERS FOLLOWING RECEIPT OF THE SIGNED CONTRACT FROM SELLER.**
14. **RISK OF LOSS.** Prior to closing, risk of loss with respect to the property shall be upon the Seller.
15. **CLOSING COSTS.** Seller shall pay for the preparation of the Deed and any other documents necessary to perform Seller's obligations under this Contract, for excise tax or other conveyance tax, any deferred tax, and all costs necessary to convey clear title. Buyer shall pay for recording costs, costs of title search, title insurance, survey, and any inspection costs. Each party shall pay its own attorney's and consultant's fees.
16. **PRO-RATIONS.** Ad Valorem taxes for the Property shall be pro-rated between the parties on a calendar year basis as of the Closing Date. If the Seller's share for that year has not been paid, the Seller's share will be withheld from the Purchase Price and paid by the Buyer. If the taxes have been paid, Buyer shall reimburse Seller for Buyer's share at closing. If the then current year's taxes have not been determined, pro-rations shall be estimated based on the prior year's taxes (or other best available information as to value), withheld from Seller and paid by Buyer. Leases, if any, shall be pro-rated and pre-paid rents and security deposits shall be withheld from Seller as a credit against the Purchase Price. All utility charges, if any, with respect to the Property for the month of Closing shall be pro-rated post-Closing upon Seller's receipt of all applicable bills for such utilities.
17. **BROKERAGE COMMISSION.** Seller represents that it has only been represented by Linda Beatty, Broker. Town represents that it has only been represented by Gary Knox of the Knox Group. Seller shall pay a commission to said brokers according to a separate agreement. Other than the listed brokers or agents, Seller and Buyer each agree to indemnify and hold the other harmless from and against any and all claims, demands, and costs arising out of alleged brokerage or agent's commissions or fees, if any.
18. **DEFAULT.** If Town shall default in the performance of any of its obligations hereunder, Seller shall be entitled to cancel this Contract and receive the Earnest Money Deposit

(allocated to each of them according to the provisions of Exhibit A) as sole liquidated damages. If Seller should default Town may pursue any remedies it has in law or equity, including specific performance.

19. **NOTICES.** Unless otherwise provided herein, all notices and communications required to be given shall be in writing and be deemed given by (i) personally delivered with written acknowledgment of receipt, (ii) deposit in the United States mail, postage prepaid, certified or register mail, return receipt requested, or (iii) sent by a nationally recognized overnight courier, to the following address (provided that either party may change its notice address by notice to the other):

IF TO BUYER: Town of Huntersville
 Attn: Greg Ferguson, Town Manager
 Post Office Box 664 (for United States mail)
 101 Huntersville-Concord Road (for overnight courier)
 Huntersville, North Carolina 28078

IF TO SELLER: _____

20. **APPLICABLE LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. The sole venue for any litigation hereunder shall be a State or Federal court in Mecklenburg County, North Carolina.
21. **ENTIRE AGREEMENT.** This Contract contains the entire understanding and agreement between the parties, and supersedes all prior oral or written agreements between the parties. No amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.
22. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
23. **TIME OF THE ESSENCE.** Time is of the essence with respect to all time periods and dates for performance of this Contract.

24. **COUNTERPARTS.** This contract may be executed in one or more counterparts. Signed facsimiles shall constitute originals.

25. **AUTHORITY.** Seller and Buyer represent to each other that each is authorized to enter into and perform its obligations under this Contract, subject only to approval of this Contract, and appropriating the necessary funds by the Board of Commissioners in open session.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective as of the Effective Date.

**C.N. REID REAL ESTATE LIMITED
PARTNERSHIP, RLLLP**

By: _____
Title: _____

ATTEST:

TOWN OF HUNTERSVILLE

Janet Pierson, Town Clerk
(SEAL)

By: _____
Greg Ferguson, Town Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT:

Janet Stoner, Finance Director

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney

Acknowledgement of Escrow Agent

The undersigned _____, as Escrow Agent, agrees to hold the
Earnest Money Deposit and to disburse the same according to the terms of the Agreement.

This _____ day of _____, 2015.

By: _____
Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

Parcel ID# 015-121-15

Lying and being located in Long Creek Township, Mecklenburg County, North Carolina, and more particularly described as follows:

BEGINNING at a point in the center line of McIlwaine Road, said point being located 1,380.66 feet along the center line of McIlwaine Road in a Northwesterly direction from the intersection of the center lines of McIlwaine Road and McCoy Road, and running thence from said BEGINNING POINT South 49-49 West 650.0 feet to an iron; thence North 42-54-40 West 550.53 feet to an iron; thence North 29-22-32 East 650.0 feet to a nail in the center line of McIlwaine Road; thence running with the center line of McIlwaine Road and with the arch of a circular curve to the right, having a radius of 1,055.52 feet, a distance of 378.47 feet to a point in the center line of said road; thence continuing with the center line of McIlwaine Road, South 40-11 East 406.50 feet to the point and place of BEGINNING, and containing 10.1202 acres, all according to survey of property by Henry L. Parnell, N.C.R.L.S., dated April 20, 1988, and being the identical property conveyed to C. N. Reid by deed of Edward Dean Scott and wife, Brenda R. Scott, dated and recorded April 25, 1988 in Book 5744, page 806, Mecklenburg County Registry.

**Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015**

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Pierson, Town Clerk
Subject: Approval of Minutes - August 17 Pre-meeting

Consider approving minutes of the August 17, 2015 Town Board Pre-meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Description	Type
□ Draft Pre-meeting Minutes	Backup Material

**HUNTERSVILLE BOARD OF COMMISSIONERS
PRE-MEETING MINUTES**

**August 17, 2015
5:45 p.m. – Town Hall**

GOVERNING BODY MEMBERS PRESENT: Mayor Jill Swain; Commissioners Melinda Bales, Ron Julian, Rob Kidwell, Sarah McAulay, Jeff Neely and Danny Phillips.

Mayor Swain pointed out that this discussion is on the heels of the fact that Mecklenburg County decided to close the Waymer Center, which generated conversation about what's going on in that area.

Greg Ferguson, Town Manager, presented Board with information relating to the Torrence Lytle School and reviewed the plans for the school outlined by the Charlotte-Mecklenburg Historic Landmarks Commission. *Information attached hereto as Attachment No. 1.*

Commissioner McAulay suggested the Town move ahead with encouraging the Charlotte-Mecklenburg Historic Landmarks Commission rather than to stabilize the wings to go ahead and use those funds to take out the hazardous material and go ahead and tear it down and then concentrate on refurbishing the original school and the Town Board enter into a first refusal partnership to purchase restored building. That gives us an opportunity to have an auditorium in the Town limits for the performance/art functions/theater presentations and also provides some classroom space.

Mr. Ferguson explained that the HLC has proposed five annual payments of almost \$500,000. Staff could ask the HLC if they would be willing to entertain a seven or ten year payment schedule.

Following discussion, it was the general consensus of the Board to authorize the Town Manager to work with the Charlotte-Mecklenburg Historic Landmarks Commission and bring an agreement back to the Board for consideration.

Mr. Ferguson pointed out that the Waymer gym is not included in this project. The Waymer Gym is owned by Mecklenburg County. The Town no longer has a lease on that property. The County indicated they did not want to extend the lease due to the poor condition of the building. The County's current plan is to demolish the building in the fall and then seek input from the neighborhood and the Town on what they would like to see in the future.

There being no further business, the pre-meeting was adjourned.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Pierson, Town Clerk
Subject: Approval of Minutes - August 17 Regular Meeting

Consider approving minutes of the August 17, 2015 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Description	Type
□ Draft August 17 Minutes	Backup Material

**TOWN OF HUNTERSVILLE
REGULAR TOWN BOARD MEETING
MINUTES**

**August 17, 2015
6:30 p.m. – Town Hall**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 6:30 p.m. on August 17, 2015.

GOVERNING BODY MEMBERS PRESENT: Mayor Jill Swain; Commissioners Melinda Bales, Ron Julian, Rob Kidwell, Sarah McAulay, Jeff Neely and Danny Phillips.

Mayor Swain called for a moment of silence.

Mayor Swain led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Swain

- The next MTC meeting is August 26.
- The next Huntersville Connection meeting is tomorrow evening.

Commissioner Bales

- The LNTC met last Wednesday evening and I sent everyone on the Board the minutes from the June meeting as well as Kelsie's PowerPoint presentation of the TIP that will be discussed at CRTPO and the projects that affect all of us.

Commissioner Julian

- No report

Commissioner Kidwell

- The next meeting of the Olde Huntersville Historical Society is September 2. We are going to have a guest speaker that will be speaking about a museum that's being created off of Neck Road, across from Mt. Olive Church, for an African American Church History Museum.

Commissioner McAulay

- The next meeting of the Charlotte Regional Transportation Planning Organization is August 19.
- The second annual Centralina Council of Governments seminar will be held December 3.
- Will provide the Board the book on the CONNECT Our Future project.
- The next meeting of the NC 73 Council of Planning is September 9.

Commissioner Neely

- The VisitLakeNorman.org Kickoff soccer tournament will be held this weekend at various fields in Huntersville, Cornelius and Davidson. One hundred thirty-eight (138) youth soccer teams from three states are registered to participate. Eight of the Lake Norman hotels are being utilized for people coming in from out of town for this event. VLN is celebrating Lake Norman

Family Reunions and is running the “Reunited & It Feels So Good” family reunion promotional campaign.

- The Lake Norman Chamber of Commerce will host a special community briefing on the toll lanes on August 18. August 20 is the Chamber Power Luncheon focusing on the millennial generation. August 21 is Focus Friday on the 2015 North Carolina Legislative Report. The Chamber is accepting applications for Leadership Lake Norman. The Chamber is also accepting small corporate and individual Champion of Diversity nominations. The next Chamber Board of Directors meeting is August 24.

Commissioner Phillips

- The next ASC meeting is August 26.
- Encouraged everyone to shop local.

Commissioner Phillips said NCDOT made a repair on Neck Road. Right as you turn in they filled in a pot hole and that has gotten worse instead of better and I’m continuously having complaints from people from the neighborhoods right in there and plus some of the folks from Rural Hill. Could you check into that.

Max Buchanan said we’ll check into it.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Mayor Swain proclaimed August 2015 as Play Ball Month.

TOWN OF HUNTERSVILLE PROCLAMATION

WHEREAS, the sport of baseball is America’s national pastime; and

WHEREAS, the United States Conference of Mayors and Major League Baseball have come together to recognize August as Play Ball Month; and

WHEREAS, Play Ball Month encourages families and communities to participate in the game of baseball thus creating a sustainable enthusiasm for the game; and

WHEREAS, cities across the country will be coming together during the month of August to support the growth of baseball; and

WHEREAS, the sport of baseball has produced countless family and community bonding experiences; and

WHEREAS, the sport of baseball has taught our youth valuable life lessons of teamwork, perseverance, leadership and sportsmanship; and

WHEREAS, the sport of baseball has formed a diverse culture showcasing a snapshot of where America stands today; and

WHEREAS, the sport of baseball provides a proud sense of belonging to something bigger than oneself; and

WHEREAS, we recognize the importance and influence of the sport of baseball in the Town of Huntersville.

NOW, THEREFORE, I, Jill Swain, Mayor of the Town of Huntersville, do hereby proclaim August 2015 as **“Play Ball Month”** in the Town of Huntersville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Huntersville to be affixed this the 17th day of August, 2015.

Todd Steiss, 8932 Deerland Court, said I'm the Chair of the Greenway Commission and I'm also the Town Representative for the Citizens Transit Advisory Group. I'm going to go real quick over some updates. I have three updates. One is contacts for greenway issues. We had a citizen come to our meeting about two months ago and had some issues about access to the new greenway section and some confusion about who to contact when there are issues. We did get the right person at the county and of course if there's an emergency call 911. But all the other concerns, call Mecklenburg County Park & Rec. I actually have a contact person and contact information that hopefully Michael can get on the website so that everybody is on the same page because when we get calls or someone else gets calls, we know who to contact and that's what the purpose of this is, because it was a little bit vague.

A couple of months back I came here and said that DIRTways may be kind of an issue and the county was saying we are not really doing much with DIRTways and then they did a 180 on us and said actually we are kind of looking into it. We kind of dug a little bit further and little did we know there's actually a DIRTway already in Huntersville and nobody knew about it.....it's the McDowell Creek DIRTway. I don't think anybody knew about this DIRTway. I actually walked it. It's very nice. You can't use a stroller type of thing, but it is a DIRTway. It's just a natural trail and it is very nice to be able to go through there. We are now looking at other opportunities to connect to that DIRTway or create other DIRTways in the Town of Huntersville.

We did work with Partners for Parks to actually get a link on their website so that people can donate to Huntersville greenways. That was something we'd been working on since earlier this year.

The last item I was going to say is we got a new CEO for CATS who was introduced to the press a couple of weeks ago from Orlando.

Mayor Swain said we are appreciative of your time and your regular communications.

BeeJay Caldwell, 14521 New Haven Drive, said I know that the information we got from the 6:00 p.m. meeting really killed the spirit of the people who were here for the 6:30 p.m. meeting, but anyway I'm going to read my little story here and get it out there so you will know. Even though you really don't have a lot to do with it, you have great influence with the county and so I'll start off by saying gentrification sells. Who buys..... big business and the shadow ones. Who suffers.....Pottstown, the people, young and old, individuals from the past, the present and the future. Residents of Pottstown live in a different world because they are descendants of enslaved people who were relegated to this area in 1909 by Huntersville officials. Here the vestiges of chattel slavery are holding both races hostage by blacks being treated as though they are invisible and whites are benefitting from privilege. In the case of the Waymer Center really it's an issue bigger than race. It can be theological and compared to the Biblical story of David and Bathsheba, a king who had many wives yet took the wife of one man who only had one. Waymer Center's land appears to be a deal breaker for Pottstown and a deal maker. Right now no one seems to know for sure what will replace it if it's demolished. Hundreds come to this little colored community for recreational activities. Once those railroad tracks have been crossed you arrive at a place where you can feel the difference. You drive by houses that are first generation homes of descendants of slaves. Residents are walking the street greeting each other where there are no sidewalks. Some are riding bikes and others sitting on their porches. You feel the love and get a sense of their contentment. Some have called it squalor and some even call it the ghetto. But these people are perceived powerless, yet they sleep in peace at night because they learned years ago that living in a community is a special place where they have their families, relatives, friends and have gotten to know their neighbors. Demolishing Waymer will destroy all of these things that the residents treasure and for the sake of big bucks or I'd like for you to think on this just for a moment. Allow that community's heart

and soul to be spared from the wrecking ball and be renewed to its original condition or even better and please don't get it mixed up, the Historic Landmarks Commission is working with the town for the buildings but the ground belongs to Park & Rec, so I just wanted to make that clear because it was not really clarified at the 6 p.m. meeting.

Sarah Young, 13216 Church Street, said I just want to say that the building you are talking of (Waymer), is a historical building and I would like very much to see it just renovated or something because we all have connections and I think we need to be considered, not just ask for our input and then ignore it.

S. D. Caldwell, 13020 S. Church Street, said I just want to read this little thing I had written up. I, too, realize what Beejay had said about not having but so much input but you really do have a lot of influence. One thing that did bother me was I heard in the meeting that we would be able to have input or kind of that we don't know what is going to come there. I'd like to think with this many smart minds that we have here, we'd have some idea of what is coming there. It just needs to be transparent, that's from both sides. It says to stay the demolition of the Waymer Center. Allow the heart and soul of a community a second chance to be a beacon of hope for this and the next generation. The Waymer Center itself is innocent of anything except for being utilized 7 days a week for the past 20 plus years by the town, the staff, local churches, community residents and former students. Money is an issue. And it's going to take money for the needed repairs to keep it open and everyone does somewhat understand that, but to simply demolish it would be morally wrong. That's in my opinion. I'd also like to say a special thanks to Michael Jaycocks. The Parks & Rec Department has been forthright and just a great help for our summer camp with East Huntersville and the things that we've been able to do with the local churches here.

Mayor Swain said Michael and Greg, I would ask each of you just to clarify this. The county has not said that they are going to sell this property at all and I know in meetings in the recent past they have talked about enhancing or trying to have input on enhancing the park. Am I correct in that?

Greg Ferguson, Town Manager, said the county has no intent currently that we've heard of selling the property that contains the gym. And as we talked about it earlier, that property that contains the gym is actually a separate parcel from the parcel that the Historic Landmarks Commission has where the school resides currently. There are multiple parcels there. The other parcel is the park parcel, which the town still has a lease on from the county, but that park property is owned by the county. So there's three different ownerships and lease arrangements there.....ownership of the school is the Historic Landmarks Commission, the gym is the county, the park is the county but the town has a lease, so there's three different things in play there.

Mayor Swain said and Michael I know that you have been working with Mr. Garges, too, in making sure that we have input.

Michael Jaycocks, Parks & Recreation Director, said the county has indicated that they will be getting input from the community on what they would want there.

Mayor Swain said I don't know that this was communicated by the county very well, so I guess it falls upon us to make sure that we correct some of the misinformation.

Commissioner Julian said we've only had very little communication with the county other than they are not going to renew our lease and the building needs this much work and they are not going to put their money into it. We don't have all the answers because we are not given the answers to it all, but the

county has told us that they are going to hold a charrette or some type of workshop hopefully to get the community input as to what they want to do with that.

Mayor Swain said and we are advocates for that.

Kenny Colbert, 8723 Ledbury Court, said this is my wife Sue Colbert. Ocular melanoma is a very rare cancer that strikes five in a million people per year. We have identified six people who either attended Hopewell High School or lived in very close proximity to Hopewell who have been diagnosed with ocular melanoma and additionally there are four other people who we have identified who regularly visited the Hopewell area. So we have ten cases of this very rare cancer. This cancer typically strikes people above 50 years of age and a majority of these people are 30 years of age and younger. For the last 16 months I have tried to get the State of North Carolina and Mecklenburg County to do an investigation. They finally did a questionnaire of the people that are involved. I've been pushing for them to come out and actually do soil samples, air samples, water samples, electromagnetic samples of that area and to this point nothing has been done. So my plea to you tonight is as a Board would you please send a letter to the state of North Carolina asking them to go out there and get out of their car and do some active investigation into this deadly cancer because we have ten cases right now, who's to say that another couple of years we won't have more cases and we've already lost two lives to this cancer. My wife is going to talk about a special event that is going to take place on September 26 in the Huntersville Business Park to bring awareness to ocular melanoma.

Sue Colbert said there is on Saturday, September 26 a 5K fun run and this is to bring awareness about ocular melanoma to our community and we are blessed to have Dr. Sato from Philadelphia who is a renowned oncologist in this area of ocular melanoma coming to speak to that fun run and so we would appreciate your coming and participating and I have flyers for the commissioners.

Mayor Swain said I will tell you both that we have talked to the State Department of Health. Representative Jeter has spoken with them as well. I think your idea for us as a Board to sign a letter may help. I have asked Senator Burr and Representative Pittenger if they would pay special attention to this as well. I know that their staff is in communication with the state, but that doesn't give you answers. I wish we could give you answers. If there's any encouragement at all, they are aware of it and talking amongst themselves.

Mr. Colbert said if this was Ebola you would have more health people here working on this than you've ever seen. If one person had died from Ebola, you would have everybody in Raleigh here, but yet we've already had two people to die and we've got eight other people infected and nothing is happening. They are just going through the motions and saying they are doing things, but nobody has done any true investigative work. I'd like to give credit to the Lake Norman Citizen for the articles that they have done. Lee sitting back there has written two great articles and another one is going to appear and I think that's raising the awareness of this, but we have to put pressure on the state through the citizens and through the government to do something about it.

Mayor Swain said I actually think that we need to go further than that and I think if we are going to say something to the state then we as a Board make sure that message is heard by our representatives in D.C. If we send something to the state, it will be copied to them as well.

Commissioner McAulay said what department at the state were you working with.

Mr. Colbert said Health and Human Services.

Commissioner McAulay said the organization that you have is this your local organization or do you have a local organization contact.

Ms. Colbert said that is the Ocular Melanoma Foundation. We do have a local website, just for ocular melanoma patients in North Carolina and then there is a more global organization – Ocular Melanoma Foundation. All that information is on that lookinforacure.org website.

Commissioner Julian said I am familiar with the cases that you are talking about from the newspaper, but how about the CDC – any feedback from any organization.

Mr. Colbert said CDC is aware but I'm not high enough up the chain to know what involvement they have. All of my involvement has been with the Department of Health and Human Services. As Sue said, Dr. Sato who is the renowned expert on ocular melanoma will be here for the September 26 event. He has been in touch with CDC about this. Dr. Orloff and Dr. Sato are two of the renowned experts. They both say something is just out of the ordinary to have a small town like this with this many cases. There's nowhere else in the United States that has a cluster like this.

Commissioner Phillips said my wife's dad, that's what he died of and he lived less than a mile across the Catawba River into Lincoln County. Has anybody done any checking within a 5 mile radius or a 3 mile radius.

Mr. Colbert said that's what we want. Your father-in-law is not even in these statistics of the ten people that I'm talking about, so there may be other people that we are just not aware of and actually your father-in-law probably fits the typical profile. Typical person is over age 50 and a little bit higher propensity for males versus females. We've got five or six females, 32 years of age and under, that are in this group. There may be other people out there that we're just not aware of.

Mayor Swain said we have to be very cautious not to make any assumptions. Even mentioning Hopewell High School, you don't want to make that assumption because it could be anything.

Mr. Colbert said and I've never said that, but again three of them went to Hopewell High School, another three lived within shouting distance of the high school, so we keep focusing on that and I'm bringing up this number – the two mile area around there, but maybe it needs to go to a five mile area, etc.

Commissioner Neely said thank you very much for bringing this out and continuing to bring it to the forefront. I have a daughter who is a professor at Penn State in the medicines area – neuroscience and I know that in Pennsylvania that when things like this occur the state colleges, the prominent colleges in the area.....have you contacted the medical departments of some of the universities, because they might like to investigate that.

Mr. Colbert said Duke University is doing a small amount of work because several of the people have been treated at Duke University, but to my knowledge that is the only college or university in the state that has shown any type of interest. I may be wrong, but that's just to my knowledge.

Mayor Swain said we'll just instruct staff to help us with drafting an official letter.

Mr. Colbert said I can give you the name of the people that you would need to address this to. It's Dr. Megan Davies and she's the acting head of the Department of Health and she's the Chief Epidemiologist for the state.

Janet Spain, 18414 Neville Avenue, Cornelius, said according to the paper I thought you were going to be discussing tree preservation. I don't see it on the agenda, but I just wanted to urge you with everything that's in me.....as you know, for 17 years I was a resident of Huntersville and during that time I worked very hard to try and see that Huntersville preserved our tree canopy. Back in about 2005 there was a tree committee that worked for two years twice a month and I was very happy to be serving on that committee and we did a great deal towards writing regulations to preserve the trees in Huntersville. As you all know, I'm probably preaching to the choir, but trees alone are the greatest environmental help that a town can have because they filter the air out, they create oxygen from the emissions, they slow down storm water run-off, they provide shade which cuts our electric bills. Most of the deciduous trees lose their leaves in the winter, so the sun comes through and it helps to heat our houses. It is so important not only for those environmental things but for the livability of the town. The fact that our parking lots have some trees in them is a blessing. You'll notice people trying to park under the trees. We need more. The rain gardens are fantastic that Huntersville has worked on, but the trees are something that's there. Keep them. Developers will spend every square inch of ground if you let them and it's up to you for this community to make sure that they don't take advantage because it takes 20 to 40 years to grow a decent tree and you can't put in little ones and have them do any immediate good. And they also take all the root systems which are irreplaceable. When you talk about it, please be very vigilant because Huntersville still does really make a difference to me.

AGENDA CHANGES

Commissioner Kidwell made a motion to add Item M under the Consent Agenda – Adopt Resolution in opposition of redistribution of sales tax. Commissioner Neely seconded motion. Motion carried unanimously.

Commissioner McAulay made a motion to adopt the agenda as revised. Commissioner Bales seconded motion. Motion carried unanimously.

PUBLIC HEARINGS

None

Mayor Swain recognized Planning Board Members present: Hal Bankirer, Dan Boone, Janice Lewis.

OTHER BUSINESS

Petition #CODE15-01. Petition #CODE15-01 is a request by the Town of Huntersville to amend the Code of Ordinances Chapter 151: Flood Damage Prevention, for consistency with Federal Emergency Management Agency (FEMA) regulations.

Staff Report attached hereto as Attachment No. 1.

Commissioner Phillips made a motion to approve Petition #CODE15-01 because it is consistent with Huntersville's Long Range Plans. It is reasonable and in the public interest to amend the Floodplain Ordinance in order to comply with FEMA regulations.

Commissioner Neely seconded motion.

Motion carried unanimously.

Ordinance attached hereto as Attachment No. 2.

Mt. Holly-Huntersville Road Right-of-way. Commissioner Julian made a motion to authorize acquisition of a combined 0.5 acre +/- from the two parcels located in the southwest and northwest quadrants of the Mt. Holly-Huntersville Road/Hambright Road intersection (Parcels 017-032-06 and 017-401-04, respectively) for an amount of \$23,563.75.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Design Services Contract for US 21/Gilead Road Project. With the planning and permitting phase of the US 21/Gilead Road project delivery nearing completion, the engineering design phase scope has been finalized and negotiated to facilitate moving forward with project once permit document has been approved.

Commissioner Julian made a motion to authorize the Town Manager to execute professional design services contract (Engineering Design) with STV, Inc. for the US 21/Gilead Road Project.

Commissioner Neely seconded motion.

Commissioner Phillips said why are we not looking at this as a design build project. By the scope of this and this costing us somewhere by the time it's all said and done about \$800,000, it looks like this would be a good project for design build by as large as it is through that corridor for the savings in cost, the construction being faster, delivery speed.

Max Buchanan, Public Works Director/Town Engineer, said typically the benefit of design build is a quicker delivery.....that's innovation. Design build you still have to design it. The money gets rolled into the construction contract. STV or whoever the design build firm is would still have to pay their designers to do it. Design build probably costs more money than the traditional design bid. We feel like this corridor doesn't lend itself to the design build because the lack of innovation, opportunities here. You usually see that on a large new alignment corridor. Basically what we are doing is widening US 21 and then Gilead Road. The acceleration component of the benefits of design build is kind of limited on this project now because we are kind of going to partner or piggyback onto the I-77 interchange project. That's driving the product and so I understand the design build question but I think to expect that you will realize savings from the total cost, I don't think that's the case. I think design build traditionally when it's all said and done the bottom line is it's going to cost you more than the traditional design bid build.

Commissioner Kidwell said in regards to the building of the interchange, will they be looking at a double diamond, like a two bridge crossover similar to 73 and 85.

Mr. Buchanan said which is similar to the one in Cornelius.

Commissioner Kidwell said they are using just the one, over there they've got two full bridges.

Mr. Buchanan said I'm not sure. What they are doing now is I think they are currently doing the environmental analysis for the interchange job. I will say that DOT is real high on the diverging diamond concept and I think that's the direction they will probably head on this project. It will probably be a single bridge. They will probably widen the existing one because this one we have today is not wide enough.

Commissioner McAulay said the one that we have in our book and I asked a question about it, at the foot of pages 1 through 12 it has a date of revised 12-2-11. I presume that has been changed.

Mr. Buchanan said yes, I think we sent out one that revised that date.

Commissioner McAulay said then the Exhibit A Scope of Service, that's the 12 pages that follows what's identified as Exhibit B.

Mr. Buchanan said yes ma'am.

Commissioner McAulay said and then the compensation is on the very last page behind the map.

Mr. Buchanan said yes ma'am.

Commissioner Julian said first of all I want to thank Max for bringing that forward. We sit up here and do a lot of business for the residents of this town. I am excited about Exit 23's fix and the continued moving forward. Also for some of the candidates out there that are running, tonight there was an added resolution about the sales tax. If you want to keep up with what the North Carolina state senate and the legislature, the house is doing the League of Municipalities is the way we get our information and Metro Mayors. But mainly I get it through the League of Municipalities e-mails weekly that tell me what bills up there are either in the house or senate and how they are going to affect Huntersville – your taxes, your residents. So if you are not getting that, get it.

Commissioner Bales said back to STV. Are we going to have our Public Information Officer ready to go as we start this process so discussions between our businesses, our residents, and staff are all happening so that people understand what is going on.

Greg Ferguson, Town Manager, said the answer is yes. If you will recall the funding for that position assumed that it would not start before January, so our target date is sometime in January.

Commissioner Bales said and this will start.....

Mr. Buchanan said we're starting when I leave here if it passes.

Commissioner Phillips said have we even looked as far as doing as design build. Is there any time constraint that we pass this resolution tonight as far as STV. Is there some crucial timing that we don't have time to look at this under design build.

Mr. Buchanan said I'm not going to say we have time constraints. We are committed to delivering our design to begin right-of-way acquisition to maybe enable us to do some of the local connecting streets separate from the larger interchange project.

Commissioner Phillips said but we would still have time if we didn't vote on it tonight to check into design build.

Mr. Buchanan said we could look into it. If the local government has the authority and I'm not sure.....that's maybe something our Town Manager could answer, has Huntersville been given the authority to utilize the design build and there may be some federal restrictions as well.

Mayor Swain said my sense is Commissioner Phillips has done some research that has indicated to him and correct me if I'm wrong.

Commissioner Phillips said that's true.

Mayor Swain said that he disagrees with you that the design build on the expense and what could save money.

Commissioner Julian said I heard him say that maybe we could deliver the project earlier or quicker.

Commissioner Phillips said it's faster.

Commissioner Julian said I think design build was made for commercial buildings or big long stretches of highway where you can design it as it goes. If you need to bring on a consultant to help or you need to bring on some temporary people to help drive this to a quicker delivery, I'm all for it.

Mr. Buchanan said to expand on my reply is that I'm not sure if we chose design build tonight that again what the scope of work that's in your packet tonight still has to be done in the design build. What happens though is the contractor starts work and you design it as you go. So you may be able to accelerate the construction a little, but I'm not sure you would be able to start the construction soon enough and get it done quick enough that we wouldn't get done, cut the ribbon and then the I-77 interchange would tear the world up again. We were working on an accelerated schedule before I-77 interchange got accelerated and moved up. We were trying to deliver as quick as we could. And then when they bumped it up we kind of slowed down.

Commissioner Neely said I know this project is a major concern for all of us on the Board. We know that this intersection is probably one of the worst intersections in Huntersville. You pray to yourself as you go through the intersection or you bring a sandwich because it will take you that long to get through the intersection on some days. I'm in favor of moving forward with this and getting it done as quickly as possible relying upon your expertise to guide us.

Mayor Swain called for the vote.

Motion carried 5 to 1, with Commissioner Phillips opposed.

CONSENT AGENDA

Approval of Minutes – July 20 Pre-meeting. Commissioner McAulay made a motion to approve the minutes of the July 20, 2015 Town Board Pre-meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Approval of Minutes – July 20 Regular Meeting. Commissioner McAulay made a motion to approve the minutes of the July 20, 2015 Regular Town Board Meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Approval of Minutes – August 3 Pre-meeting. Commissioner McAulay made a motion to approve the minutes of the August 3, 2015 Town Board Pre-meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Approval of Minutes – August 3 Regular Meeting. Commissioner McAulay made a motion to approve the minutes of the August 3, 2015 Regular Town Board Meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Budget Amendment – Police. Commissioner McAulay made a motion to approve budget amendment recognizing insurance revenue in the amount of \$420.12 and appropriate to the Police Department's insurance account. Commissioner Bales seconded motion. Motion carried unanimously.

Budget Amendment – Parks & Recreation. Commissioner McAulay made a motion to approve budget amendment recognizing revenue received from rental of athletic fields and civic buildings and appropriate to Parks & Recreation Maintenance of Building and Grounds in the amount of \$12,000. Commissioner Bales seconded motion. Motion carried unanimously.

Property Tax Refund Report. Commissioner McAulay made a motion to approve SL362 Property Tax Refund Report No. 41. Commissioner Bales seconded motion. Motion carried unanimously.

Property Tax Refund Report attached hereto as Attachment No. 3.

Multi-jurisdictional Hazard Mitigation Plan. Commissioner McAulay made a motion to adopt resolution approving the 2015 Mecklenburg County Multi-jurisdictional Hazard Mitigation Plan. Commissioner Bales seconded motion. Motion carried unanimously.

Resolution attached hereto as Attachment No. 4.

Tax Collector's Settlement. Commissioner McAulay made a motion to receive Tax Collector's Settlement for Fiscal Year 2015. Commissioner Bales seconded motion. Motion carried unanimously.

Tax Collector's Settlement attached hereto as Attachment No. 5.

Order of Collection. Commissioner McAulay made a motion to adopt Order of Collection for Tax Year 2015 (FY 2016). Commissioner Bales seconded motion. Motion carried unanimously.

Order of Collection attached hereto as Attachment No. 6.

Call for Public Hearing – Petition #ANNEX15-03. Commissioner McAulay made a motion to call a public hearing for Monday, September 21, 2015 at 6:30 p.m. at the Huntersville Town Hall on Petition #ANNEX15-03, a request by Gwendolyn J. Howard (working with LStar) to annex 15.582 acres into the Town of Huntersville. Commissioner Bales seconded motion. Motion carried unanimously.

Call for Public Hearing – Petition #ANNEX15-04. Commissioner McAulay made a motion to call a public hearing for Monday, September 21, 2015 at 6:30 p.m. at the Huntersville Town Hall on Petition

#ANNEX15-04, a request by Skybrook LLC to annex 37.418 acres into the Town of Huntersville. Commissioner Bales seconded motion. Motion carried unanimously.

Resolution – Redistribution of Sales Tax. Commissioner McAulay made a motion to adopt resolution in opposition to redistribution of sales tax. Commissioner Bales seconded motion. Motion carried unanimously.

Resolution attached hereto as Attachment No. 7.

CLOSING COMMENTS

None

There being no further comments, the meeting was adjourned.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: David Peete, Principal Planner, AICP
Subject: ANNEX 15-03 Bryton - Howard Tract Annexation

Consider Final Action for Monday, September 21, 2015 at 6:30 PM in the Huntersville Town Hall on petition #ANNEX 15-03, a request by Gwendolyn J. Howard (working with LStar) to annex 15.582-acres into the Town of Huntersville. The area to be annexed is contiguous to the Town of Huntersville.

Refer to Item VIII-A for attachments.

ACTION RECOMMENDED:

Consider Final Action for September 21, 2015

FINANCIAL IMPLICATIONS:

n/a

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: David Peete, Principal Planner, AICP
Subject: ANNEX 15-04 - Parkside at Skybrook North Annexation

Consider Final Action on Monday, September 21, 2015 at 6:30 PM in the Huntersville Town Hall on petition # ANNEX 15-04, a request by Skybrook LLC to annex 37.418-acres into the Town of Huntersville. The area to be annexed is non-contiguous to the Town of Huntersville.

Refer to Item VIII-B for attachments.

ACTION RECOMMENDED:

Consider Final Action for September 21, 2015

FINANCIAL IMPLICATIONS:

n/a

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Cleveland Spruill, Chief of Police
Subject: Lease on Holbrooks Road for K-9 Police Dog Training Facility

The Town of Huntersville approached Mecklenburg County staff with a request to lease a 200' x 200' portion of Tax Parcel 019-371-03 for a police K-9 training facility. The portion of the County's property that the Town is interested in leasing is the eastern portion of the Holbrooks Road Landfill. The property that the Town would like to use is not actively used and is inaccessible to the public.

The Solid Waste Department, which manages the landfill, is in agreement with leasing the property to the Town. Solid Waste is in favor of the additional police presence at the landfill as a means to deter illegal dumping and trespassing. The lease to the Town is subject to approval by the NC Department of Environment and Natural Resources (NCDENR). County staff has determined that use of the property for K-9 training is unlikely to cause a negative impact to the landfill. Staff has been in communication with NCDENR and expects to receive approval for the proposed use shortly.

ACTION RECOMMENDED:

Authorize the Town Manager to negotiate and execute a ground lease with Mecklenburg County for a 200' x 200' portion of Tax Parcel 019-371-03 to be used by the Town for a K-9 Police Dog Training Facility.

FINANCIAL IMPLICATIONS:

\$1 per year

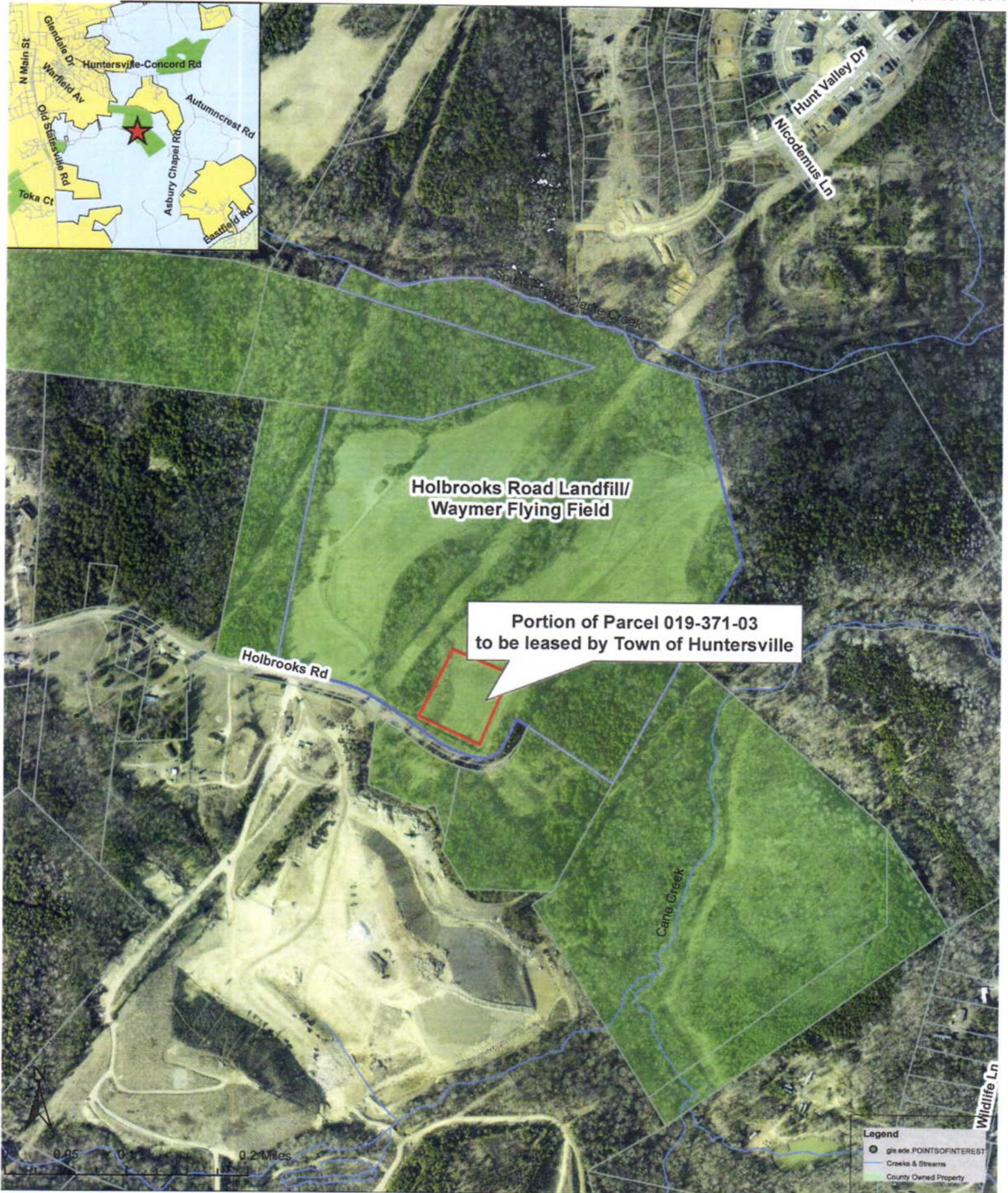
ATTACHMENTS:

Description	Type
□ Proposed K-9 Dog Training Facility Location	Backup Material



Ground Lease to the Town of Huntersville K-9 Dog Training Facility

AFM, September 1, 2015



Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Max Buchanan
Subject: Purchase of 510 Dallas Street

The US 21 / Gilead Road intersection improvement project , as currently scoped, requires the total take of the home and property located at 510 Dallas Street (Parcel #01710111) and owned currently by Ms. Patricia Maynor.

ACTION RECOMMENDED:

Authorize Town Manager to execute purchase contract for Parcel #01710111 (510 Dallas Street) in the amount of \$330,000 with an additional \$5,000 in contingency for other costs incurred to execute said purchase contract.

FINANCIAL IMPLICATIONS:

\$330,000 purchase amount for Parcel #01710111 (510 Dallas Street)
\$5,000 contingency amount for closing costs, etc.

Total of \$335,000 from 2013 Authorized Bond Funds

ATTACHMENTS:

	Description	Type
☐	Polaris Aerial - 510 Dallas	Exhibit
☐	510 Dallas Street - Appraisal	Exhibit

Polaris 3G Map – Mecklenburg County, North Carolina

510 Dallas Street

Date Printed: 9/14/2015 4:17:49 PM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

H. B. PETHEL CO.
17720-B KINGS POINT DR.
CORNELIUS, NC 28031
704-892-3202
56-2171045

INVOICE	08/14/2015 DATE	510dal NUMBER
---------	--------------------	------------------

Client: TOWN OF HUNTERSVILLE
P.O. BOX 664
HUNTERSVILLE, NC 28078

Item	Total
APPRaisal FEE FOR SERVICES RENDERED	\$ 450.00
HUSKINS 510 DALLAS STREET HUNTERSVILLE, NC 28078 L3 & L4 BA M9-271; DEED REFERENCE 3855-394	
OVER 30 DAYS - \$10.00 DELINQUENT FEE PER MONTH	

Total:	\$ 450.00
Please detach and include the bottom portion with your payment... Thank You!	

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
08/14/2015	08-12-2015	H. BROWN PETHEL, JR.		510dal	
FROM: TOWN OF HUNTERSVILLE P.O. BOX 664 HUNTERSVILLE, NC 28078		PROPERTY: HUSKINS 510 DALLAS STREET HUNTERSVILLE, NC 28078			Amount Due \$ 450.00
TO: Attention: H. B. PETHEL CO. 17720-B KINGS POINT DR. CORNELIUS, NC 28031					Amount Enclosed \$
Balance Due upon receipt of Invoice Please return this portion with your payment. Thank You!					

H.B. PETHEL COMPANY
17720-B KINGS POINT DR.
CORNELIUS, NC 28031
704-892-3202

August 14, 2015

TOWN OF HUNTERSVILLE
P.O. BOX 664
HUNTERSVILLE, NC 28078

Property -	510 DALLAS STREET HUNTERSVILLE, NC 28078
Client -	TOWN OF HUNTERSVILLE
File No. -	510dal

Dear Mr. Max L. Buchanan :

In accordance with your request, I have prepared an appraisal of the real property located at 510 DALLAS STREET, HUNTERSVILLE, NC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of AUGUST 12, 2015 is :

\$310,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

H. B. PETHEL CO.



H. BROWN PETHEL, JR.
NC Certification #A360



hbpethel@bellsouth.net

Complete Appraisal Analysis - Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No.

510da1

SUBJECT	Property Address		510 DALLAS STREET				City		HUNTERSVILLE		State		NC		Zip Code		28078													
	Legal Description		L3 & L4 BA M9-271; DEED REFERENCE 3855-394										County		MECKLENBURG															
	Assessor's Parcel No.		01710111				Tax Year		2014		R.E. Taxes \$		Special Assessments \$		N/A															
	Borrower		N/A		Current Owner		HUSKINS		Occupant:		<input checked="" type="checkbox"/>		Owner		<input type="checkbox"/>		Tenant		<input type="checkbox"/>		Vacant									
	Property rights appraised		<input checked="" type="checkbox"/>		Fee Simple		<input type="checkbox"/>		Leasehold		Project Type		<input type="checkbox"/>		PUD		<input type="checkbox"/>		Condominium (HUD/VA only)		HOA\$		N/A /Mo.							
	Neighborhood or Project Name		HUNTERSVILLE										Map Reference		01710111		Census Tract		63.02											
	Sale Price		\$		N/A		Date of Sale		N/A		Description and \$ amount of loan charges/concessions to be paid by seller										N/A									
	Lender/Client		TOWN OF HUNTERSVILLE										Address		P.O. BOX 664, HUNTERSVILLE, NC 28078															
Appraiser		H. BROWN PETHEL, JR.										Address		17720-B KINGS POINT DR., CORNELIUS, NC 28031																
NEIGHBORHOOD	Location		<input type="checkbox"/>		Urban		<input checked="" type="checkbox"/>		Suburban		<input type="checkbox"/>		Rural		<input type="checkbox"/>		Predominant occupancy		Single family housing		PRICE \$ (000)		AGE (yrs)		Present land use %		Land use change			
	Built up		<input checked="" type="checkbox"/>		Over 75%		<input type="checkbox"/>		25-75%		<input type="checkbox"/>		Under 25%		<input type="checkbox"/>		Owner		85		Low		1		One Family		85		<input type="checkbox"/> Not Likely <input type="checkbox"/> Likely	
	Growth rate		<input type="checkbox"/>		Rapid		<input checked="" type="checkbox"/>		Stable		<input type="checkbox"/>		Slow		<input checked="" type="checkbox"/>		Tenant		975		High		98		2-4 fam		<input checked="" type="checkbox"/> In process			
	Property values		<input type="checkbox"/>		Increasing		<input checked="" type="checkbox"/>		Stable		<input type="checkbox"/>		Declining		<input type="checkbox"/>		Vacant (0-5%)		200		Predominant		43		Multi-family		To: VACANT LOTS TO			
	Demand/supply		<input type="checkbox"/>		Shortage		<input checked="" type="checkbox"/>		In balance		<input type="checkbox"/>		Over supply		<input checked="" type="checkbox"/>		Vacant (over 5%)		200		Predominant		43		Commercial		10			
	Marketing time		<input type="checkbox"/>		Under 3 mos.		<input checked="" type="checkbox"/>		3-6 mos.		<input type="checkbox"/>		Over 6 mos.		<input type="checkbox"/>		Vacant (over 5%)		200		Predominant		43		VAC		5			
	RESIDENTIAL																													
	Note: Race and the racial composition of the neighborhood are not appraisal factors.																													
Neighborhood boundaries and characteristics: REFER TO COMPARABLE SALES MAP.																														
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):																														
THE SUBJECT IS LOCATED IN A SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD SITUATED APPROXIMATELY .5 MILE FROM THE CENTRAL BUSINESS DISTRICT OF HUNTERSVILLE. RESIDENTS ARE AFFORDED CONVENIENT ACCESS TO SCHOOLS, CHURCHES, BUSINESSES AND SHOPPING FACILITIES.																														
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time – such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):																														
DEMAND AND SUPPLY IS IN BALANCE WITH STABLE PROPERTY VALUES. TYPICAL MARKETING TIME, HEALTHY SALES ACTIVITY AND FAVORABLE FINANCING WITH LOCAL INSTITUTIONS.																														
PUD	Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No																													
	Approximate total number of units in the subject project N/A														Approximate total number of units for sale in the subject project N/A															
	Describe common elements and recreational facilities: N/A																													
SITE	Dimensions SEE SITE MAP														Topography GENTLY SLOPING TO FRONT															
	Site area 0.905 ACRE														Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
	Specific zoning classification and description GR - GENERAL RESIDENTIAL														Size TYPICAL FOR AREA															
	Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning														Shape IRREGULAR															
	Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)														Drainage APPEARS ADEQUATE															
	Utilities Public Other														View AVERAGE															
	Electricity <input checked="" type="checkbox"/>														Landscaping MATURE															
	Gas <input checked="" type="checkbox"/>														Driveway Surface CONCRETE & ASPHALT															
	Water <input checked="" type="checkbox"/>														Apparent easements NONE KNOWN															
	Sanitary sewer <input checked="" type="checkbox"/>														FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
Storm sewer <input type="checkbox"/>														FEMA Zone X Map Date 3/2/2009																
														FEMA Map No. 3710464000J																
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): SUBJECT IS AN INTERIOR LOT WHICH APPEARS TO HAVE ADEQUATE DRAINAGE. THE UTILITY OF THE SITE IS COMPARABLE TO TYPICAL LOTS IN THE AREA.																														
NO ADVERSE CONDITIONS OR INHARMONIOUS USES WERE OBSERVED.																														
DESCRIPTION OF IMPROVEMENTS	GENERAL DESCRIPTION				EXTERIOR DESCRIPTION				FOUNDATION				BASEMENT				INSULATION													
	No. of Units 1				Foundation BRICK/BLOCK				Slab PARTIAL				Area Sq. Ft. N/A				Roof <input type="checkbox"/>													
	No. of Stories 1.00				Exterior Walls BRK/WD/SHK				Crawl Space YES				% Finished N/A				Ceiling <input type="checkbox"/>													
	Type (Det./Att.) DETACHED				Roof Surface COMPOSITION				Basement NONE				Ceiling N/A				Walls <input type="checkbox"/>													
	Design (Style) RANCH				Gutters & Dwnspts. ALUMINUM				Sump Pump NONE				Walls N/A				Floor <input type="checkbox"/>													
	Existing/Proposed EXISTING				Window Type MTL SNGL HNG				Dampness NONE OBSRVD				Floor N/A				None <input type="checkbox"/>													
	Age (Yrs.) 50 YEARS				Storm/Screens INSULATED				Settlement NONE OBSRVD				Outside Entry N/A				Unknown <input type="checkbox"/>													
	Effective Age (Yrs.) 20 YEARS				Manufactured House NO				Infestation NONE OBSRVD																					
ROOMS												Foyer Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft.																		
Basement												N/A																		
Level 1												1 1 1 1 1 1 3 3 1 1 3469																		
Level 2																														
Finished area above grade contains:												9 Rooms; 3 Bedroom(s); 3.00 Bath(s); 3,469 Square Feet of Gross Living Area																		
INTERIOR				Materials/Condition				HEATING				KITCHEN EQUIP.				ATTIC				AMENITIES				CAR STORAGE:						
Floors				HWD/CRM/CRPT/GOOD				Type FWA				Refrigerator <input type="checkbox"/>				None <input type="checkbox"/>				Fireplace(s) # 1 <input checked="" type="checkbox"/>				None <input type="checkbox"/>						
Walls				DRYW/PNLNG/GOOD				Fuel GAS				Range/oven <input checked="" type="checkbox"/>				Stairs <input checked="" type="checkbox"/>				Patio <input type="checkbox"/>				Garage # of cars						
Trim/Finish				WD/PNT/STN/GOOD				Condition AVERAGE				Disposal <input type="checkbox"/>				Drop Stair <input type="checkbox"/>				Deck REAR <input checked="" type="checkbox"/>				Attached						
Bath Floor				CRMC/GOOD				COOLING				Dishwasher <input checked="" type="checkbox"/>				Scuttle <input type="checkbox"/>				Porch REAR <input checked="" type="checkbox"/>				Detached 4/C						
Bath Wainscot				CRMC/GOOD				Central YES				Fan/Hood <input type="checkbox"/>				Floor <input checked="" type="checkbox"/>				Fence WOOD <input checked="" type="checkbox"/>				Built-In						
Doors				HWD/GOOD				Other				Microwave <input type="checkbox"/>				Heated <input type="checkbox"/>				Pool <input type="checkbox"/>				Carport 1/C						
SURFACES: GOOD CONDITION				Condition AVERAGE				Washer/Dryer <input type="checkbox"/>				Finished <input type="checkbox"/>								Driveway 6										
COMMENTS	Additional features (special energy efficient items, etc.): THE SUBJECT FEATURES SLATE FOYER, HARDWOOD AND CERAMIC FLOORING, PORCH, CARPORT AND DETACHED FOUR CAR GARAGE.																													
	Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: THE SUBJECT WAS OBSERVED TO BE CONSTRUCTED WITH GOOD QUALITY BUILDING MATERIALS AND IN GOOD CONDITION. NO FUNCTIONAL INADEQUACIES ARE KNOWN.																													
	Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: NONE KNOWN																													

Freddie Mac Form 70 6-93

12 CH.

PAGE 1 OF 2

Fannie Mae Form 1004 6-93

H. B. PETHEL CO.

Complete Appraisal Analysis - Summary Appraisal Report
UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No. 510dal

COST APPROACH
ESTIMATED SITE VALUE = \$ N/A
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:
Dwelling 3,469 Sq. Ft @ \$ = \$
BSMT N/A Sq. Ft @ \$ = \$
Garage/Carport 1,897 Sq. Ft @ \$ = \$
Total Estimated Cost New = \$
Less Physical Functional External
Depreciation = \$
Depreciated Value of Improvements = \$
"As-is" Value of Site Improvements = \$
INDICATED VALUE BY COST APPROACH N/A = \$ N/A

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): FNMA
REQUIREMENTS DO NOT INCLUDE THE COST APPROACH AS A REQUIRED VALUATION METHOD UNLESS APPLICABLE AS NEW CONSTRUCTION. DUE TO THE AGE OF THE SUBJECT THE COST APPROACH IS NOT INCLUDED.

SALES COMPARISON ANALYSIS
ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3
510 DALLAS STREET HUNTERSVILLE 506 DALLAS STREET HUNTERSVILLE 500 HILLCREST DRIVE HUNTERSVILLE 501 DALLAS STREET HUNTERSVILLE
Proximity to Subject .09 MILE .12 MILE .06 MILE
Sales Price \$ N/A \$ 289,900 \$ 194,500 \$ 185,000
Price/Gross Liv. Area \$ N/A \$ 146.27 \$ 111.27 \$ 137.75
Data and/or Verification Source SITE VISIT MLS 3090053 TAX RECORDS MLS 3033569 TAX RECORDS MLS 3068635 TAX RECORDS
VALUE ADJUSTMENTS DESCRIPTION DESCRIPTION + (-) \$ Adjustment DESCRIPTION + (-) \$ Adjustment DESCRIPTION + (-) \$ Adjustment
Sales or Financing Concessions CONVENTIONAL \$1,000 CC PAID FHA \$2,500 CC PAID FHA \$2,500 CC PAID
Date of Sale/Time 08/03/2015 02/24/2015 07/28/2015
Location AVERAGE AVERAGE AVERAGE AVERAGE
Leasehold/Fee Simple FEE SIMPLE FEE SIMPLE FEE SIMPLE FEE SIMPLE
Site 0.905 ACRE 1.23 ACRES -20,000 .78 ACRE +15,000 .86 ACRE +20,000
View AVERAGE AVERAGE AVERAGE AVERAGE
Design and Appeal RANCH RANCH RANCH SPLT FOYER
Quality of Construction GOOD GOOD GOOD GOOD
Age 50 YEARS 52 YEARS 45 YEARS 43 YEARS
Condition GOOD SUPERIOR -20,000 GOOD INFERIOR +20,000
Above Grade Total Bdms Baths Total Bdms Baths Total Bdms Baths Total Bdms Baths
Room Count 9 3 3.00 7 4 3.0 8 4 2 +6,000 8 4 1.1 +9,000
Gross Living Area 3,469 Sq. Ft. 1,982 Sq. Ft. +59,500 1,748 Sq. Ft. +68,800 1,343 Sq. Ft. +85,000
Basement & Finished Rooms Below Grade NONE NONE NONE 1036 SF FNESH BASEMENT -31,100
Functional Utility AVERAGE AVERAGE AVERAGE AVERAGE
Heating/Cooling FWA/CENTRAL FWA/CENTRAL FWA/CENTRAL FWA/CENTRAL
Energy Efficient Items INSUL WNDWS INSUL WNDWS INSUL WNDWS INSUL WNDWS
Garage/Carport 1/C CRPT, 4/C DT GA 3/C CRPT +25,000 2/C CRPT +25,000 1/C GARAGE +25,000
Porch, Patio, Deck, Fireplace(s), etc. DECK, PORCH FIREPLACE PORCH, SCR N PCH -10,000 SCR N PORCH FIREPLACE DECK, PATIO FIREPLACE
Fence, Pool, etc. FENCING POOL,PAT, FNCNG -20,000 NONE
Net Adj. (total) \$ 18,500 \$ 114,800 \$ 127,900
Adjusted Sales Price of Comparable Gross 54.7% Net 6.4% \$ 308,400 Gross 59.0% Net 59.0% \$ 309,300 Gross 102.8% Net 69.1% \$ 312,900

Comments on Sales Comparison (including the subject property/s compatibility to the neighborhood, etc.): SEE ATTACHED ADDENDUM.

ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3
Date, Price and Data NONE W/IN NO PRIOR SALE FOUND WITHIN NO PRIOR SALE FOUND WITHIN NO PRIOR SALE FOUND WITHIN
Source, for prior sales PREVIOUS THE PREVIOUS YEAR THE PREVIOUS YEAR THE PREVIOUS YEAR
within year of appraisal THREE YEARS TAX RECORDS TAX RECORDS TAX RECORDS
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
THE SUBJECT PROPERTY HAS NOT SOLD OR BEEN LISTED FOR SALE WITH THE MULTIPLE LISTING SERVICE WITHIN THE PREVIOUS THREE YEARS. ALL SALES HAVE NOT SOLD WITHIN THE PREVIOUS YEAR PRIOR TO THE SALE DATES INDICATED ON THIS REPORT.
INDICATED VALUE BY SALES COMPARISON APPROACH \$ 310,000
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

RECONCILIATION
This appraisal is made [X] "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans and specifications.
Conditions of Appraisal: SEE ATTACHED ADDENDUM.
Final Reconciliation: SEE ATTACHED ADDENDUM.
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF AUGUST 12, 2015 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 310,000
APPRaiser: H. BROWN PETHEL, JR. SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature Name Date Report Signed State Certification # A360 State NC Or State License # State
Inspect Property

ADDENDUM

Borrower or Owner	N/A				
Property Address	510 DALLAS STREET				
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Lender or Client	TOWN OF HUNTERSVILLE				

SALES COMPARISON ANALYSIS

A search of sales within a .7 mile radius of the subject revealed twenty one sales within the previous year. Those sales were analyzed and narrowed to the most recent and similar closed comparable sales from the nearby market area. The four sales were compared to the subject with rounded dollar adjustments applied for variances.

Sale #1 is the adjoining property. A site adjustment was applied to account for its larger lot. Sale #3 is across the street. A site adjustment was applied to this sale for its location below road grade with limited useable area.

Sale #1 had recently been updated and required a condition adjustment. Sale #3 has not been updated and was adjusted for older effective age.

Sales #2 and #4 were adjusted for quality to reflect lack of hardwood flooring and additional features. Interior photos of all sales were reviewed prior to making all adjustments.

All personal items, if any, have been excluded from the estimated Market Value of the subject property.

All comparable sales are considered to be the best and most similar sales available. No other superior sales are known.

COMMENTS, CONDITIONS AND FINAL RECONCILIATION

All mechanical equipment are assumed in good working order and dwelling assumed structurally sound and free of insect infestation with the appraised value contingent thereon. Income approach was not utilized due to several reasons. FNMA requirements do not include the cost approach as a required valuation method unless applicable as new construction. Due to the age of the subject the cost approach is not included and was not requested by the client. The property is a residential property typically owner occupied. The value derived by the income approach reflects an investment value which does not reflect typical motivation of buyers and sellers in owner occupied residential property. Market approach was adopted because it best reflects reactions of typical buyers and sellers in the marketplace. Dwelling and improvements do not appear to be within a flood area. A survey recommended if so desired. As per USPAP Guidelines, the subject property has not sold or been listed for sale with the multiple listing service within the previous three years. Size, measurements and opinions contained within this report are estimates of the appraiser(s). The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. H. B. Pethel Company or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party. Any claims against the appraiser(s) arising from or based on any information contained within this report are limited to the fee charged for this report. The liability of H. B. Pethel Company, employee(s) or associates is limited ot the client only and to the fee actually received by our firm. There is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, client will forever indemnify and hold the appraiser(s) named on the report, H. B. Pethel Company, its officers, associates and employees harmless from any claims by third parties related in any way to the appraisal or study which is the subject of the report. Third parties shall include limited partners of client if client is a partnership and stock holders of client if client is a corporation, all lenders, tenants, past owners, successors, assigns, transferees and spouses of client. H. B. Pethel Company will not be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. One or more of the digital photographs contained within this report may have been provided by listing service data. Electronic signatures and seals are considered to be valid forms of verification. This appraisal may contain clerical or typographical mistakes. However, the mistakes, if any, are not fraudulent and will not cause the report to be misleading. All rights reserved. This appraisal report has been prepared in conformity with Uniform Standards of Professional Appraisal Practice.

In conclusion, I hereby certify that I have no present nor contemplated future interest in the property appraised and that I have personally inspected the subject property and that the fee received for this appraisal is in no way contingent upon estimate of value, and that all factors appraised were considered in arriving at the final estimate of value. The appraiser does not have any current or prospective interest in the subject property or parties involved. There have not been any services regarding the subject property performed by the appraiser within the three year period immediately preceding acceptance of the assignment.

In accordance with the competency provision in the Uniform Standards of Professional Appraisal Practice, my education, experience and knowledge is sufficient to appraise this type of property and that no other appraiser has provided significant professional assistance to the person or persons inspecting the subject property and in the completion of analyses other than the co-signing appraiser, if applicable.

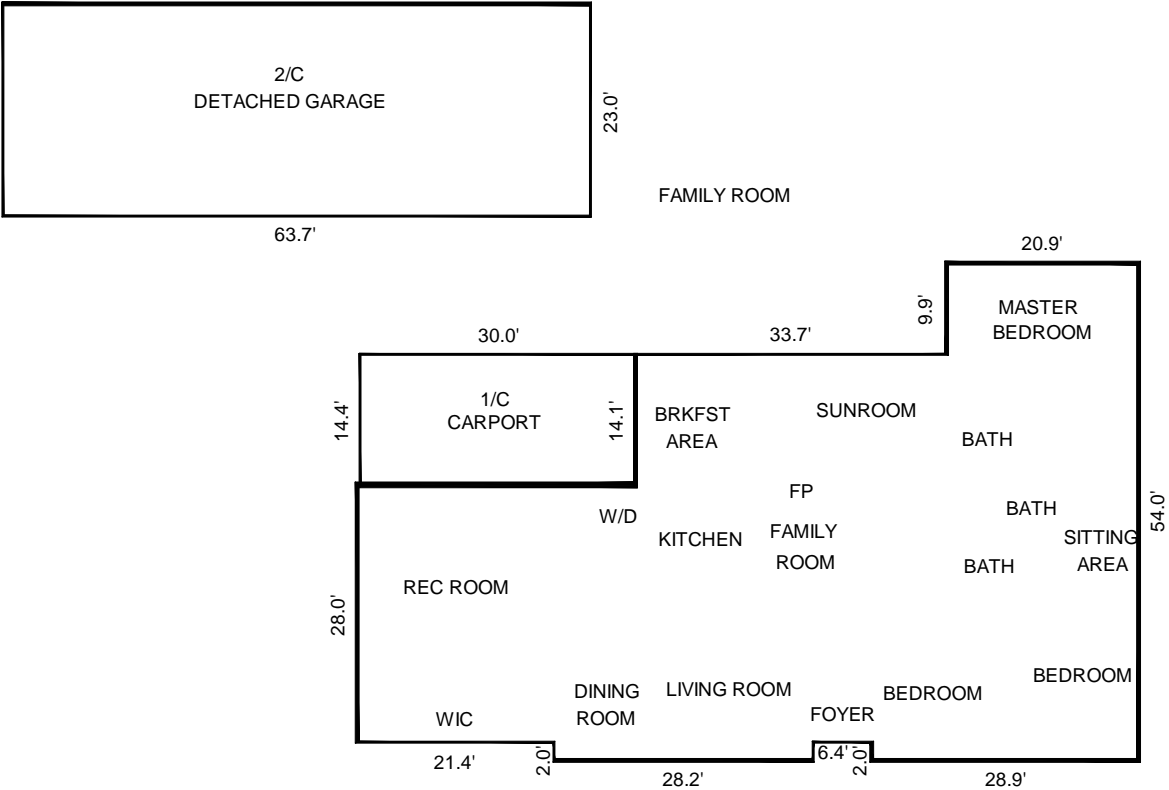
This report is classified as a complete appraisal report presented in summary format as defined by The Appraisal Institute and The Appraisal Foundation.

I further certify to the best of my knowledge and belief the statements, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the supplemental standards of The Appraisal Institute.

SKETCH ADDENDUM

Borrower or Owner	N/A		
Property Address	510 DALLAS STREET		
City	HUNTERSVILLE	County	MECKLENBURG
		State	NC
		Zip Code	28078
Client	TOWN OF HUNTERSVILLE		

FLOOR PLAN SHOWS APPROXIMATE DIMENSIONS - NOT TO EXACT SCALE



Sketch by Apex IV™
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	3468.54	3468.54
GAR	Carport	432.00	
	Detached Garage	1465.10	1897.10
TOTAL LIVABLE (rounded)			3469

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
2.0	x 28.2	56.30
20.9	x 54.0	1129.23
8.0	x 44.1	355.25
25.6	x 42.1	1078.53
28.0	x 30.3	849.24
5 Calculations Total (rounded)		3469

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A				
Property Address	510 DALLAS STREET				
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Client	TOWN OF HUNTERSVILLE				



COMPARABLE #1

506 DALLAS STREET
HUNTERSVILLE

Price	\$289,900
Price/SF	146.27
Date	08/03/2015
Age	52 YEARS
Room Count	7-4-3.0
Living Area	1,982

Value Indication \$308,400



COMPARABLE #2

500 HILLCREST DRIVE
HUNTERSVILLE

Price	\$194,500
Price/SF	111.27
Date	02/24/2015
Age	45 YEARS
Room Count	8-4-2
Living Area	1,748

Value Indication \$309,300



COMPARABLE #3

501 DALLAS STREET
HUNTERSVILLE

Price	\$185,000
Price/SF	137.75
Date	07/28/2015
Age	43 YEARS
Room Count	8-4-1.1
Living Area	1,343

Value Indication \$312,900

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A				
Property Address	510 DALLAS STREET				
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Client	TOWN OF HUNTERSVILLE				



510 DALLAS STREET
GENERAL VIEW 1



510 DALLAS STREET
GENERAL VIEW 2



510 DALLAS STREET
GENERAL VIEW 3

PHOTOGRAPH ADDENDUM

Borrower or Owner		N/A			
Property Address		510 DALLAS STREET			
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Client		TOWN OF HUNTERSVILLE			



510 DALLAS STREET
GENERAL VIEW 4



510 DALLAS STREET
GENERAL VIEW 5



510 DALLAS STREET
GENERAL VIEW 6

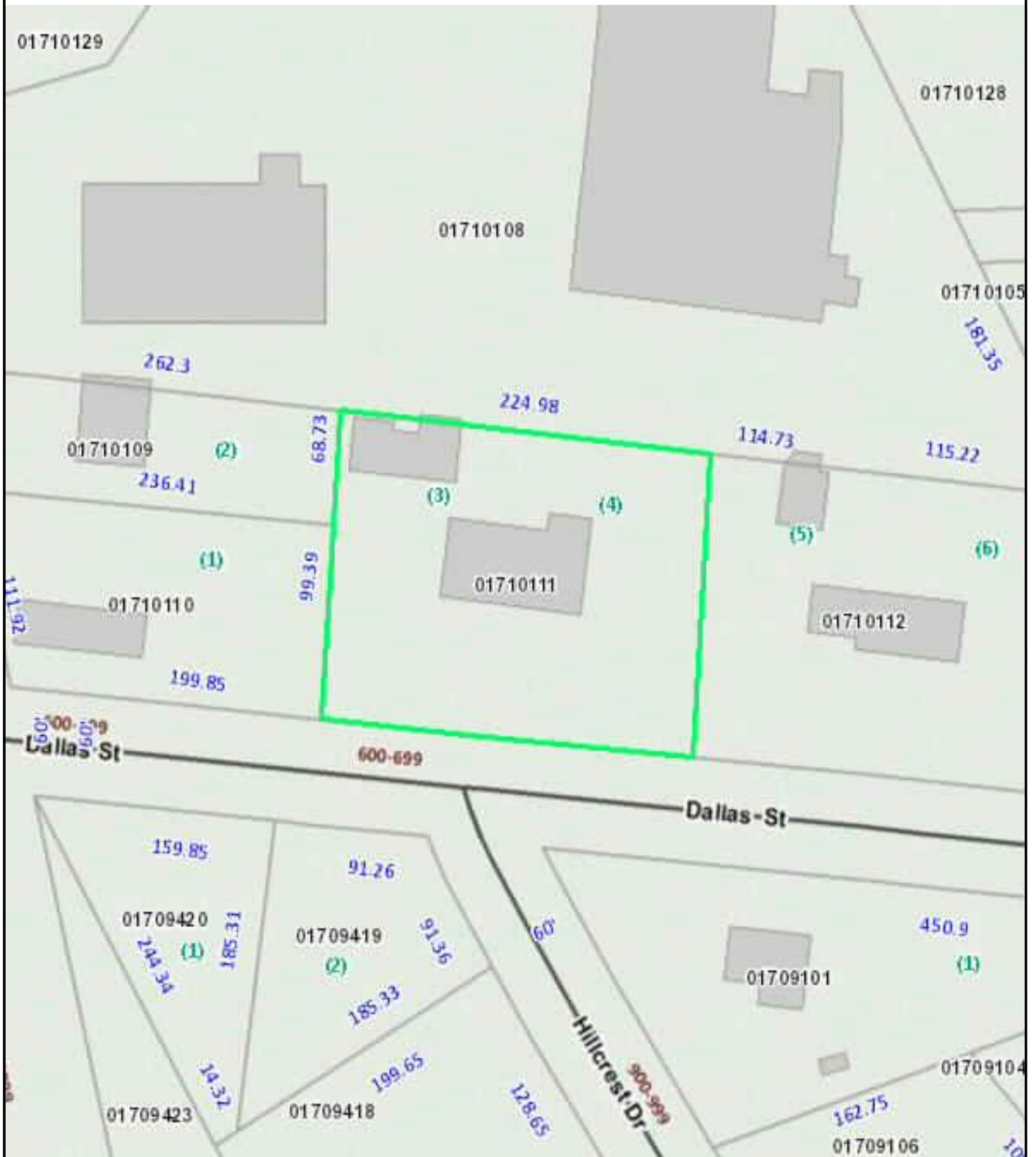
SITE PLAN

Borrower or Owner	N/A
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Property Address 510 DALLAS STREET

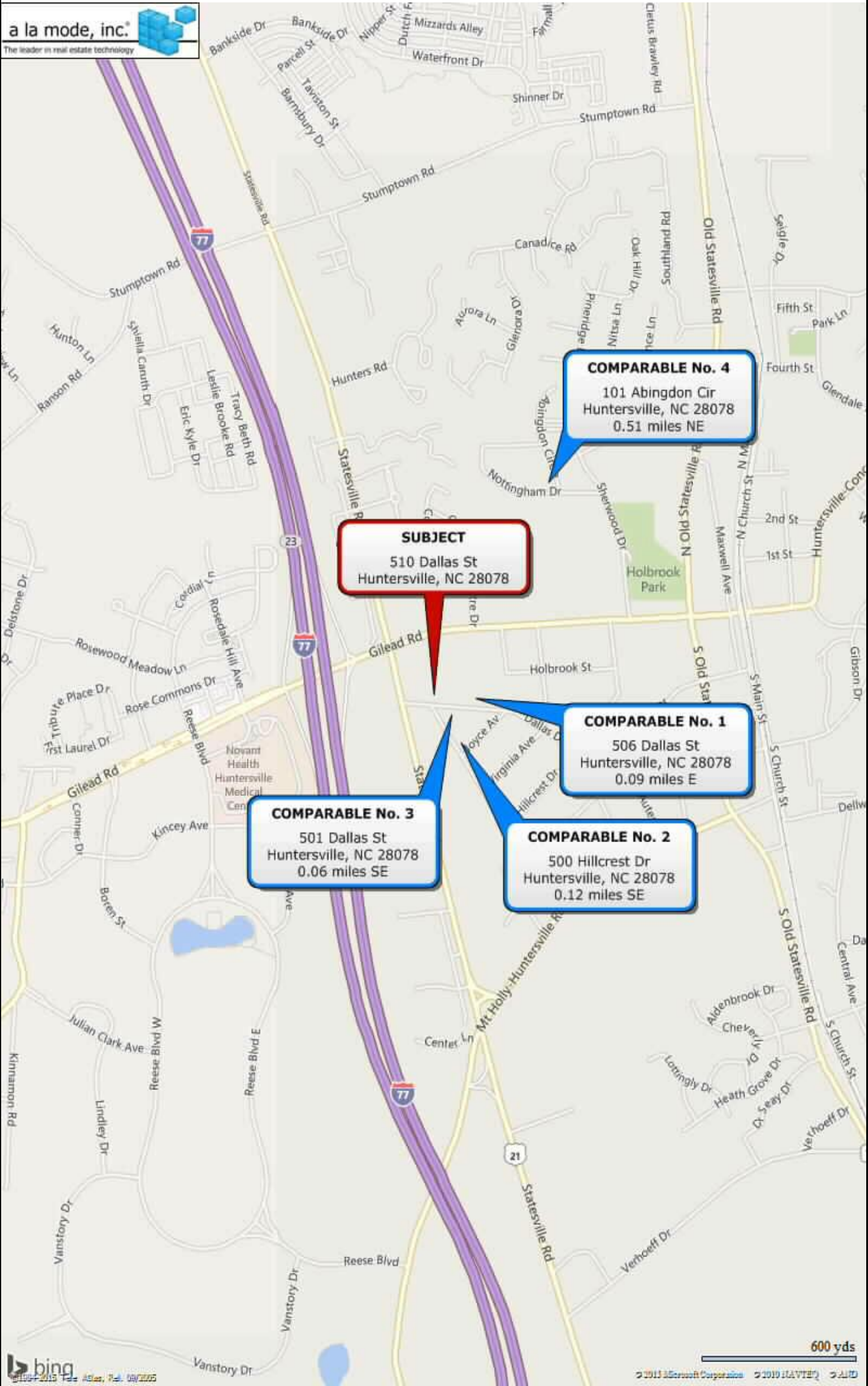
City	HUNTERSVILLE	County	MECKLENBURG	State	NC	Zip Code	28078
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Client TOWN OF HUNTERSVILLE



LOCATION MAP

Borrower or Owner	N/A				
Property Address	510 DALLAS STREET				
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Client	TOWN OF HUNTERSVILLE				



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PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A				
Property Address	510 DALLAS STREET				
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Client	TOWN OF HUNTERSVILLE				



COMPARABLE #1

506 DALLAS STREET
HUNTERSVILLE

Price	\$289,900
Price/SF	146.27
Date	08/03/2015
Age	52 YEARS
Room Count	7-4-3.0
Living Area	1,982

Value Indication \$308,400



COMPARABLE #2

500 HILLCREST DRIVE
HUNTERSVILLE

Price	\$194,500
Price/SF	111.27
Date	02/24/2015
Age	45 YEARS
Room Count	8-4-2
Living Area	1,748

Value Indication \$309,300



COMPARABLE #3

501 DALLAS STREET
HUNTERSVILLE

Price	\$185,000
Price/SF	137.75
Date	07/28/2015
Age	43 YEARS
Room Count	8-4-1.1
Living Area	1,343

Value Indication \$312,900

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A				
Property Address	510 DALLAS STREET				
City	HUNTERSVILLE	County	MECKLENBURG	State	NC
				Zip Code	28078
Client	TOWN OF HUNTERSVILLE				

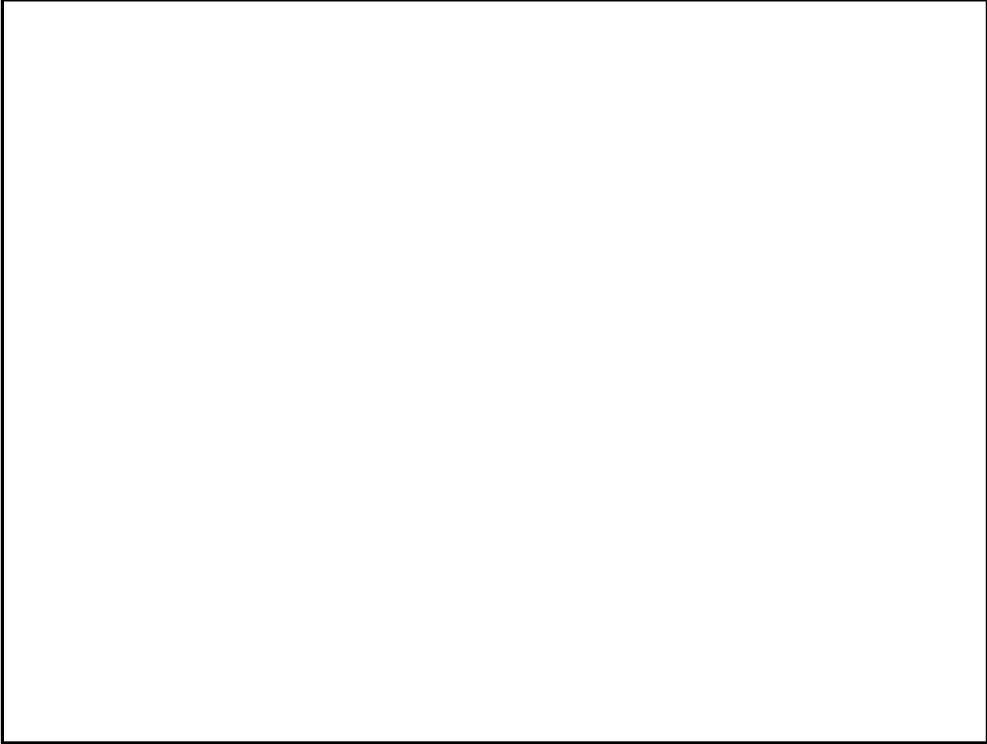


COMPARABLE #4

101 ABINGDON CIRCLE
HUNTERSVILLE

Price	\$224,500
Price/SF	118.53
Date	08/06/2015
Age	50 YEARS
Room Count	7-3-2
Living Area	1,894

Value Indication \$336,500



COMPARABLE #5

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	

Value Indication \$



COMPARABLE #6

Price	\$
Price/SF	
Date	
Age	
Room Count	--
Living Area	

Value Indication \$

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 510 DALLAS STREET, HUNTERSVILLE, NC 28078

APPRAISER:

Signature: H. BROWN PETHEL, JR.
Name: H. BROWN PETHEL, JR.
Date Signed: August 14, 2015
State Certification #: A360
or State License #: _____
State: NC
Expiration Date of Certification or License: 6/30/2016



SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____
☐ Did ☐ Did Not Inspect Property

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Michael Jaycocks
Subject: CMS Joint Use Agreement

This first amendment would allow the Town to install a security system at the Alexander Middle School Gym. This will allow the Town to use the gym without paying over-time cost to have a CMS custodian on-site during its use. This would save the Town over \$15,000 per year on custodial fees. The cost for the alarm would be under \$5,000. This is a one-time cost with no monthly fees.

ACTION RECOMMENDED:

Approve first amendment to the CMS Joint Use Agreement.

FINANCIAL IMPLICATIONS:

Under \$5,000 for the installation of the alarm with a cost savings of over \$15,000 per year in custodian fees. This would be covered by the \$15,000 that is currently in the department's contract service line for custodian fees that was apart of the approved budget.

ATTACHMENTS:

Description	Type
☐ Agreement	Backup Material

First Amendment to Agreement for Use of School Athletic Fields and Gyms

This **FIRST AMENDMENT** to Agreement for Use of School Athletic Fields and Gyms (this "First Amendment") is made and entered to be effective July 15, 2015 by and between the **Town of Huntersville** (the "Licensee" or "Town"), and **The Charlotte-Mecklenburg Board of Education** (the "Owner" or "CMBE").

RECITALS:

- A. CMBE and Town entered into that certain Agreement for Use of School Athletic Fields dated July 1, 2014 (the "Original Agreement") pursuant to which Town is given permission to use certain CMBE facilities when such facilities are not being used for school purposes.
- B. CMBE and Town have agreed to certain security-related measures related to Town's use of the gym at the existing J.M. Alexander Middle School site as set forth herein.
- C. CMBE and Town also acknowledge the pending school construction project on the existing Blythe Elementary School property which will make certain fields unavailable.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Improvements to be made at Town's Expense to Existing J.M. Alexander MS Gym; Security Protocols; Future Cooperation.**

The Town shall install an access panel for the existing J.M. Alexander gym at no cost to owner. The specific design and equipment shall be reviewed and approved in advance by CMBE Building Services staff and Police Department. The access panel shall be installed by a vendor approved in advance by CMBE Building Services staff and Police Department. Installation and construction shall occur at dates and times approved in advance by CMBE Building Services staff and Police Department. Until such time, the Town shall continue to access to the J. M. Alexander gym through the normal CMBE Community Use of Schools process.

Security protocols shall be agreed to in advance between Town of Huntersville staff and CMBE Police Department. These protocols may be modified from time-to-time at the discretion of the CMBE Police Department in consultation with Town staff. The current intentions and agreement between Town and CMBE regarding security protocols are:

- Town will provide keys and alarm codes for the gym only to the Primary and Secondary points of contact as referenced in the Original Agreement and to 3 Town of Huntersville, Parks & Recreation employees as follows:
Ben Benshoof: 704-622-0219
Josh Brock: 704-622-0217
Tony Darcangelo: 704-604-6718
- Each employee shall be given his/her own code so it is known specifically who has accessed the gym.

- A Town employee shall be present at all times during any use of the gym for Huntersville programs pursuant to the Original Agreement and this First Amendment.
 - The gym is the only facility at J. M. Alexander Middle School for which access will be provided in this manner.
 - Under no circumstances will the three identified employees that have been supplied CMS burglar alarm codes share those codes with anyone.
2. **Removal of Fields Use.** In connection with the planned “J.M. Alexander replacement school project” which will be constructed on what is currently known as the Blythe Elementary School site (the “New Middle School Project”), parcel ID #017-051-12, the athletic fields will be impacted by construction and will not be available for use once construction commences. The fields that will be needed for the New Middle School Project are shown on **Exhibit A** attached hereto and incorporated herein by reference. The Original Agreement shall be amended to terminate to those fields effective December 1, 2015. Exhibit A is hereby amended to delete the Blythe Elementary School fields from the exhibit as of December 1, 2015.
3. **Definition of Agreement; Capitalized Terms.** All references in the Original Agreement and this First Amendment to “Agreement” shall mean the Original Agreement, as amended by this First Amendment. All capitalized terms not otherwise defined in this First Amendment shall have the meanings given to them in the Original Agreement.
4. **Unmodified Terms.** Terms and provisions of the Original Agreement which are not expressly modified by this First Amendment shall remain in full force and effect.
5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument. This First Amendment may also be executed and delivered via fax.
6. The Designated Board Representative on page 1 of the Original Agreement shall be deleted and replaced with the following:

Peggy Hey
Executive Director, Facility Planning & Management
Charlotte-Mecklenburg Schools
3301 Stafford Drive
Charlotte, NC 28208

7. **Termination for Convenience; Default.** Section 6 of the Original Agreement shall be deleted and replaced with the following: Either party may terminate this Agreement, as to all or a portion of the Facilities at Bradley Middle School, Blythe Elementary School, and Torrence Creek Elementary School, for convenience with two (2) years advanced written notice to the other party. Either party may terminate this Agreement, as to all or a portion of the Facility at J.M. Alexander Middle School, for convenience with six (6) months advanced written notice to the other party. Owner is terminating the agreement for the use of Blythe Elementary School fields as of December 1, 2015.

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

Town of Huntersville

By: _____

Its: _____

The Charlotte-Mecklenburg Board of Education

By: _____

Ann Clark, Superintendent

Reviewed by:

Carol Stamper, Chief Operating Officer

Approved as to Form:

Kevin M. Bringewatt, Board Attorney

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Max Buchanan, PE
Subject: Award of Town of Huntersville Fall 2015 Resurfacing Contract

On September 14, 2015, quotations were received at Engineering & Public Works for the Fall 2015 Resurfacing. This project is part of the on-going efforts by the Town to maintain our public roadway system.

It is my recommendation that the project be awarded to the lowest responsible quote provider, Ferebee Corporation, with a quotation of \$394,867.00.

Ferebee Corporation has completed multiple paving projects for the Town of Huntersville and many surrounding municipalities, including NCDOT. This contractor has demonstrated sufficient ability and experience to perform the work specified and has demonstrated a history of successful performance and completion of similar projects in a timely manner.

Contract completion date for the resurfacing project is December 15, 2015.

ACTION RECOMMENDED:

Authorize award of Project to Ferebee Corporation.

FINANCIAL IMPLICATIONS:

Powell Bill

ATTACHMENTS:

Description	Type
☐ Contract Cover	Backup Material
☐ Map 1	Exhibit
☐ Streets List	Backup Material
☐ Map 2	Exhibit
☐ Itemized Proposal	Backup Material
☐ Bid Tabulation	Backup Material



CONTRACT PROPOSAL

PROJECT: 2015 FALL RESURFACING

PROJECT NO.: 5700 – 15 – 003

LOCATION: Milling and Resurfacing on approximately 2.60 miles of streets within the Town of Huntersville, North Carolina.

TYPE OF WORK: Asphalt Milling, Patching and Asphalt Paving

QUOTATIONS RECEIVED BY: Monday, September 14, 2015 by 2:00 p.m.
Huntersville Engineering and Public Works
Attn: M. Kevin Fox, P.E.
105 Gilead Road, Suite 300 (3rd Floor)
Huntersville, North Carolina 28078
Or by email to : kfox@huntersville.org

DATE OF AVAILABILITY: Tuesday, September 22, 2015

COMPLETION DATE: Tuesday, December 15, 2015

NOTICE: ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

Feneba Corporation
NAME OF BIDDER

18306
N.C. CONTRACTOR'S LICENSE NUMBER

P.O. Box 480066, Charlotte, NC 28269
ADDRESS OF BIDDER

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made based on the lowest responsible quotation. The contractor will be notified that his quotation has been accepted and that he has been awarded the contract. Quotations are being received by invitation only. The Town of Huntersville reserves the right to reject all quotations.

TOWN OF HUNTERSVILLE
2015 FALL RESURFACING
PROJECT NO. 5700-15-003
MAPS 1 and 2

TOWN CONTRACT

Standard Provisions

GENERAL

This contract is for portions of the following roadways in Huntersville, NC:

- **Map 1 Hamptons Subdivision**

- **Map 1A – Doyers Drive**, approximately 575 feet, from Northdowns Ln to pavement joint before to cul-de-sac.
- **Map 1B – Van Strattan Court**, approximately 400 feet, from Delancy Ln to cul-de-sac.
- **Map 1C – Balkan Way**, approximately 320 feet, from St. Barts Ln to Bayart Way.

- **Map 2 Northstone Subdivision**

- **Map 2A – Cranleigh Drive**, approximately 1,920 feet, Willingdon Rd to cul-de-sac.
- **Map 2B – Longstock Court**, approximately 615 feet, from Cranleigh Dr to pavement joint before cul-de-sac.
- **Map 2C – Kencot Court**, approximately 150 feet, from pavement joint to cul-de-sac.

- **Map 3 Covington Subdivision**

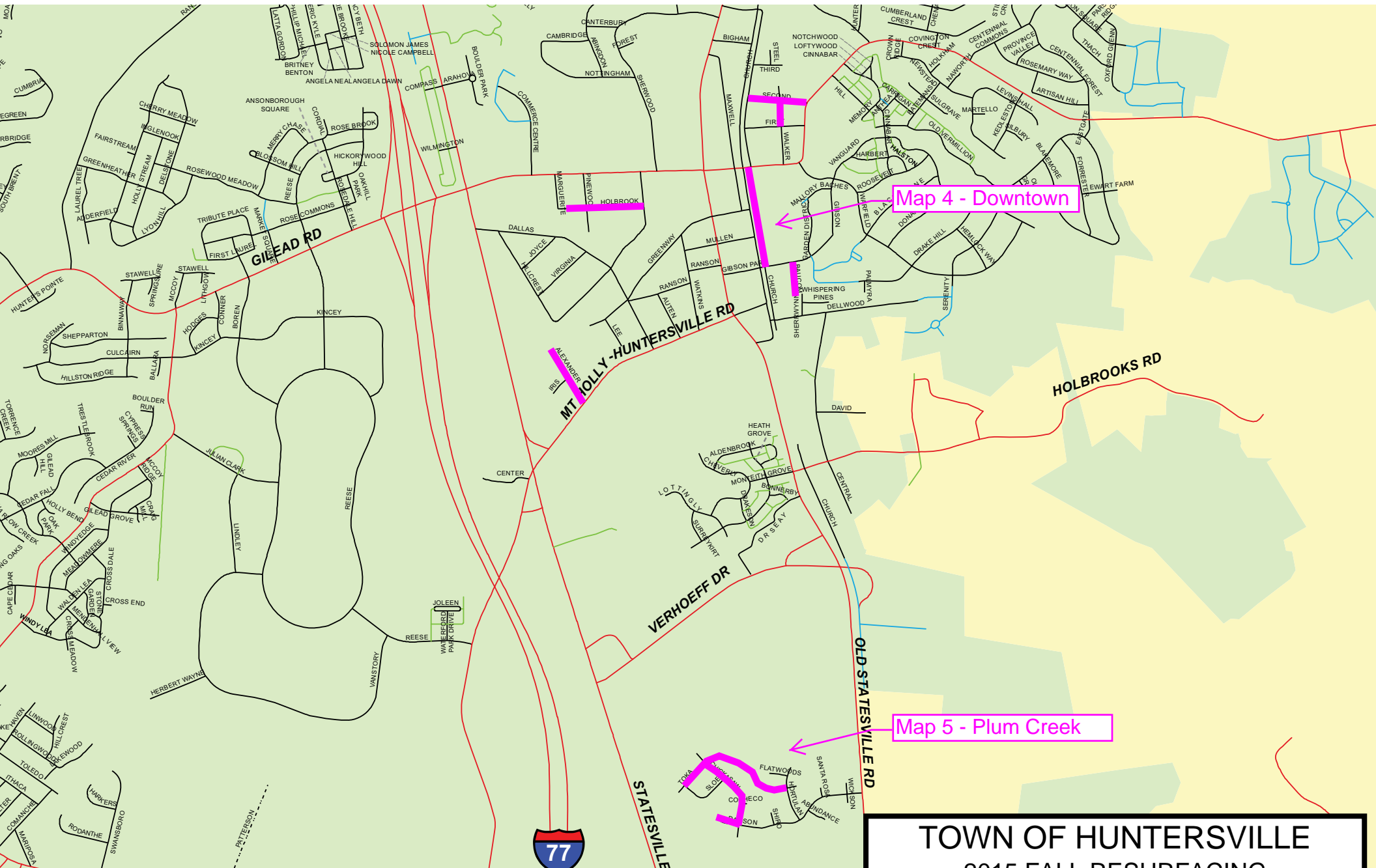
- **Map 3A – Chenault Drive**, approximately 170 feet, from Bravington Rd to cul-de-sac.
- **Map 3B - Meniffee Drive**, approximately 300 feet, from Bravington Rd to cul-de-sac.
- **Map 3C – Bravington Road**, approximately 615 feet, Meniffee Dr to pavement joint before Colonial Park Dr.

- **Map 4 Downtown Area**

- **Map 4A – 2nd Street**, approximately 860 feet, from Church St to Huntersville Concord Rd.
- **Map 4B – Walters Street**, approximately 385 feet, from 1st Street to 2nd Street.
- **Map 4C – Church Street**, approximately 1,520 feet, from Huntersville Concord Rd to Gibson Park Dr.
- **Map 4D – Baucom Lane**, approximately 500 feet, from Gibson Park Dr. to cul-de-sac.
- **Map 4E – Holbrook Street**, approximately 1,100 feet, from Hillcrest Dr. to dead end.
- **Map 4F – Alexander Lane**, approximately 930 feet, from Mt Holly Huntersville Rd to dead end.

- **Map 5 Plum Creek Subdivision**

- **Map 5A – Toka Court**, approximately 1,920 feet, from Sloe Way to Hortulan Ct.
- **Map 5B – Chickasaw Drive**, approximately 1,130 feet, from Damson Dr to Toka Ct.
- **Map 5C – Damson Drive**, approximately 360 feet, from Chickasaw Dr to cul-de-sac.



Map 4 - Downtown

Map 5 - Plum Creek

TOWN OF HUNTERSVILLE
2015 FALL RESURFACING
PROJECT NO. 5700-15-003
MAPS 1 and 2

ITEMIZED PROPOSAL

ITEM NO.		ITEM DESCRIPTION	QUANTITY AND UNIT	UNIT BID PRICE		AMOUNT BID	
LINE NO.	SECTION NO.			DOLLARS	CENTS	DOLLARS	CENTS
1	800	MOBILIZATION	LUMP SUM LS	15,000	00	15,000	00
2	SP	INCIDENTAL STONE BASE	20 TON	50	00	1,000	00
3	645	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	3,575 TON	46	00	164,450	00
4	620	ASPHALT BINDER FOR PLANT MIX GRADE PG 64-22	200 TONS	485	00	97,000	00
5	607	MILL ASPHALT TO 2 INCH DEPTH	31,080 SQ YD	1	50	46,620	00
6	SP	PATCHING EXISTING PAVEMENT	250 TON	100	00	25,000	00
7	SP	ADJUSTMENT OF MANHOLES	60 EA	115	00	6,900	00
8	SP	ADJUSTMENT OF CATCH BASINS	1 EA	1,000	00	1,000	00
9	SP	ADJUSTMENT OF WATER VALVES	20 EA	100	00	2,000	00
					Subtotal	358,970	00
10	SP	10% CONTINGENCY	LUMP SUM	L.S.		35,897	00
		TOTAL AMOUNT BID FOR PROJECT				394,867.00	

Company Name: Ferbee Corporation

Date: 9/14/15

Signature: 

Title: Pres. d/f



FALL SUMMER RESURFACING

DESCRIPTION	Ferebee Corporation		Blythe Construction		Blythe Brothers Asphalt		Granite Contracting**		Lane Construction**	
	UNIT	TOTAL	UNIT	TOTAL	VISIT	TOTAL	VISIT	TOTAL	VISIT	TOTAL
Mobilization	15,000.00	15,000.00	28,000.00	28,000.00	32,000.00	32,000.00				
Incidental Stone Base	50.00	1,000.00	30.00	600.00	50.00	1,000.00				
Asph Concrete Surface Course, Type S9.5B	46.00	164,450.00	58.00	207,350.00	62.00	221,650.00				
Asph Binder for Plant Mix, Grade PG 64-22	485.00	97,000.00	495.00	99,000.00	530.00	106,000.00				
Mill Asphalt to 2 inch Depth	1.50	46,620.00	2.35	73,038.00	2.75	85,470.00				
Patching Existing Pavement	100.00	25,000.00	100.00	25,000.00	150.00	37,500.00				
Adjustment of Manholes	115.00	6,900.00	175.00	10,500.00	250.00	15,000.00				
Adjustment of Catch Basins	1,000.00	1,000.00	1,300.00	1,300.00	2,000.00	2,000.00				
Adjustment of Water Valves	100.00	2,000.00	75.00	1,500.00	100.00	2,000.00				
SUBTOTAL	358,970.00		446,288.00		502,620.00					
10% Contingency		35,897.00		44,628.80		50,262.00				
TOTAL	\$394,867.00		\$490,916.80		\$552,882.00		\$0.00		\$0.00	

****Contractor Invited, but elected not to submit quotation based on their current workload.**

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Dee Jetton
Subject: Budget Amendment

Recognize insurance revenue (753812.9999) in the amount of \$4,076.10 and appropriate to the HFFA non-capitalized equipment account (756400.0280).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$4,076.10.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Chief Spruill
Subject: Budget Amendment

Recognize insurance revenue (103820.9999) in the amount of \$500.00 and appropriate to the Police's Department's insurance account (105100.0452).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$500.00.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Greg Ferguson
Subject: SL362 Property Tax Refunds

Attached is Report 42 from Mecklenburg County of SL362 refunds. The report contains 75 refunds. To date the Town of Huntersville has processed 9,130 refunds for a total of \$257,192.03 (\$233,972.30 without interest).

ACTION RECOMMENDED:

Approve SL362 property tax refund report.

FINANCIAL IMPLICATIONS:

Decrease in revenue

ATTACHMENTS:

Description	Type
☐ Tax Refund Report	Backup Material

Bill Number	Parcel #	Source Type	Adj #	Adjustment Reason	Date Of Adjustment	Refund Recipient Name	Address Line 1	Address Line 2	City	State	Zip Code	Payment Date For Interest	Total Refund	Interest if pd by 9/18/2015
0001403082-2011-2011-0000-00	00101332	REI		442870 SL 362 Adjustment	5/22/15	BRIETZ, ROBERT J SR	808 QUEEN CHARLOTTE CT		CHARLOTTE	NC	28211-2087	1/6/12	62.15	11.50
0001457508-2011-2011-0000-01	00916351	REI		437376 SL 362 Adjustment	5/9/15	ROBINSON, DAVID M	8428 BRENTFIELD RD		HUNTERSVILLE	NC	28078	1/6/12	1.98	0.37
0001459290-2011-2011-0000-00	00922256	REI		281522 SL 362 Adjustment	12/25/14	SCHEEL, CHRISTOPHER M	1919 NE 32ND ST		RENTON	WA	98056	1/6/12	20.90	3.87
0001459290-2012-2012-0000-00	00922256	REI		283177 SL 362 Adjustment	12/25/14	SCHEEL, CHRISTOPHER M	1919 NE 32ND ST		RENTON	WA	98056	1/8/13	9.32	1.26
0001459290-2013-2013-0000-00	00922256	REI		283621 SL 362 Adjustment	12/25/14	PASQUINILLI, MICHAEL W	8937 MCDIARMID LN		HUNTERSVILLE	NC	28078	1/7/14	9.32	0.79
0001459531-2011-2011-0000-00	00923406	REI		281530 SL 362 Adjustment	12/25/14	HANDEL, WILLIAM R	239 WESTGROVE CT		DURHAM	NC	27703	1/6/12	33.33	6.17
0001459531-2012-2012-0000-00	00923406	REI		283181 SL 362 Adjustment	12/25/14	HANDEL, WILLIAM R	239 WESTGROVE CT		DURHAM	NC	27703	1/8/13	33.33	4.49
0001459531-2013-2013-0000-00	00923406	REI		283623 SL 362 Adjustment	12/25/14	KLOSEK, JOSEPH	8902 PARK GROVE ST		HUNTERSVILLE	NC	28078	1/7/14	33.33	2.83
0001463718-2011-2011-0000-00	00939410	REI		281560 SL 362 Adjustment	12/25/14	GODWIN, LARRY TIMOTHY	7802 CASWELL RD 307		STANLEY	NC	28164	1/6/12	2.54	0.47
0001463718-2012-2012-0000-00	00939410	REI		283184 SL 362 Adjustment	12/25/14	GODWIN, LARRY TIMOTHY	7802 CASWELL RD UNIT 307		STANLEY	NC	28164	2/11/13	2.61	0.34
0001463718-2013-2013-0000-00	00939410	REI		283625 SL 362 Adjustment	12/25/14	FOXX, SHANNON J	16965 HUGH TORRENCE PKWY		HUNTERSVILLE	NC	28078	1/7/14	2.54	0.22
0001467796-2011-2011-0000-00	01301232	REI		422413 SL 362 Adjustment	4/5/15	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/12	48.02	8.89
0001467796-2012-2012-0000-00	01301232	REI		423070 SL 362 Adjustment	4/5/15	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/13	48.02	6.47
0001467796-2013-2013-0000-00	01301232	REI		423529 SL 362 Adjustment	4/5/15	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/7/14	23.16	1.96
0001467800-2011-2011-0000-00	01301233	REI		422414 SL 362 Adjustment	4/5/15	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/12	45.49	8.42
0001467800-2012-2012-0000-00	01301233	REI		423071 SL 362 Adjustment	4/5/15	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/13	45.49	6.13
0001467800-2013-2013-0000-00	01301233	REI		423530 SL 362 Adjustment	4/5/15	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/7/14	22.04	1.87
0001468272-2011-2011-0000-00	01302308	REI		174012 SL 362 Adjustment	9/7/14	TISDALE, SHERMAN	12315 FLATBUSH DR		HUNTERSVILLE	NC	28078	1/25/12	23.91	4.36
0001468272-2012-2012-0000-00	01302308	REI		428059 SL 362 Adjustment	4/19/15	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/28/13	23.92	3.16
0001468279-2011-2011-0000-00	01302313	REI		422461 SL 362 Adjustment	4/5/15	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	2/7/12	24.10	4.35
0001468279-2012-2012-0000-00	01302313	REI		423125 SL 362 Adjustment	4/5/15	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/13	23.45	3.16
0001470293-2011-2011-0000-00	01325543	REI		281558 SL 362 Adjustment	12/25/14	DURANT, CHARLES T	13125 WILCOX RD APT 1104		LARGO	FL	33774	1/6/12	8.48	1.57
0001470293-2012-2012-0000-00	01325543	REI		283185 SL 362 Adjustment	12/25/14	DURANT, CHARLES T	13125 WILCOX RD APT 1104		LARGO	FL	33774	1/8/13	8.48	1.14
0001470293-2013-2013-0000-00	01325543	REI		283626 SL 362 Adjustment	12/25/14	DURANT, CHARLES T	13125 WILCOX RD APT 1104		LARGO	FL	33774	1/7/14	8.48	0.72
0001470684-2011-2011-0000-00	01504216	REI		133576 SL 362 Adjustment	6/28/14	ROSS, RON C	4134 VANCE RD N		HUNTERSVILLE	NC	28078	1/6/12	1.13	0.21
0001471139-2011-2011-0000-00	01505218	REI		425095 SL 362 Adjustment	4/8/15	HAHN FAMILY TRUST, .	13514 GLENCREEK LN		HUNTERSVILLE	NC	28078	1/6/12	1.13	0.21
0001471802-2011-2011-0000-00	01506204	REI		133634 SL 362 Adjustment	6/28/14	WISSINGER, LINDA E	7608 PRAIRIE ROSE LN		HUNTERSVILLE	NC	28078	1/6/12	2.54	0.47
0001472240-2011-2011-0000-00	01506401	REI		133654 SL 362 Adjustment	6/28/14	HERNANDEZ, JORGE M	4620 CHISWELL CT		CHARLOTTE	NC	28269	1/6/12	4.52	0.84
0001477127-2011-2011-0000-00	01516719	REI		424255 SL 362 Adjustment	4/7/15	DOWNS, JEANNE	7542 APRIL MIST TL		HUNTERSVILLE	NC	28078	1/6/12	3.39	0.63
0001477984-2011-2011-0000-00	01525414	REI		424676 SL 362 Adjustment	4/16/15	FULGHUM, JEAN C	8915 WEDGEWOOD DR		HUNTERSVILLE	NC	28078	1/6/12	0.70	0.13
0001478051-2011-2011-0000-00	01526211	REI		281566 SL 362 Adjustment	12/25/14	CARDENAS, CARLOS A	2505 WOODBRIDGE AVE TRLR 21M		EDISON	NJ	8817	1/6/12	111.59	20.65
0001478051-2012-2012-0000-00	01526211	REI		283187 SL 362 Adjustment	12/25/14	CARDENAS, CARLOS A	2505 WOODBRIDGE AVE TRLR 21M		EDISON	NJ	8817	1/8/13	110.74	14.91
0001478051-2013-2013-0000-00	01526211	REI		283628 SL 362 Adjustment	12/25/14	BANK OF AMERICA N A	2375 N GLENVILLE DR BLDG B	MAIL STOP RGV-3B-35	RICHARDSON	TX	75082	1/7/14	110.74	9.39
0001480261-2011-2011-0000-00	01539311	REI		134039 SL 362 Adjustment	6/28/14	LIN, HUI-PING	7534 HENDERSON PARK DR		HUNTERSVILLE	NC	28078-6363	1/6/12	0.84	0.16
0001480888-2011-2011-0000-00	01702113	REI		424313 SL 362 Adjustment	4/7/15	DOVE, EARL RAY	PO BOX 948		HUNTERSVILLE	NC	28078	1/6/12	0.85	0.16
0001481777-2011-2011-0000-00	01711803	REI		425273 SL 362 Adjustment	4/24/15	ACKLEY, JUANITA Y	PO BOX 626		HUNTERSVILLE	NC	28070	1/6/12	13.84	2.56
0001481777-2012-2012-0000-00	01711803	REI		425274 SL 362 Adjustment	4/24/15	ACKLEY, JUANITA Y	PO BOX 626		HUNTERSVILLE	NC	28070	1/8/13	27.69	3.73
0001481777-2013-2013-0000-00	01711803	REI		425277 SL 362 Adjustment	4/24/15	ACKLEY, JUANITA Y	PO BOX 626		HUNTERSVILLE	NC	28070	1/7/14	13.84	1.17
0001483779-2011-2011-0000-00	01728307	REI		424283 SL 362 Adjustment	4/7/15	EDWARDS, INA P	10530 KERNS RD		HUNTERSVILLE	NC	28078	1/6/12	3.96	0.73
0001483779-2012-2012-0000-00	01728307	REI		424485 SL 362 Adjustment	4/7/15	EDWARDS, INA P	10530 KERNS RD		HUNTERSVILLE	NC	28078	1/8/13	3.96	0.53
0001483779-2013-2013-0000-00	01728307	REI		424489 SL 362 Adjustment	4/7/15	EDWARDS, INA P	10530 KERNS RD		HUNTERSVILLE	NC	28078	1/7/14	3.96	0.34
0001484880-2011-2011-0000-00	01731324	REI		424301 SL 362 Adjustment	4/7/15	RAWLINS, PAULA P	702 SOUTHLAND RD		HUNTERSVILLE	NC	28078	1/6/12	2.54	0.47
0001485679-2011-2011-0000-00	01734307	REI		424306 SL 362 Adjustment	4/7/15	HINDMARSH, WILLIAM E	110 NISTA LN		HUNTERSVILLE	NC	28078	1/6/12	3.82	0.71
0001487937-2011-2011-0000-00	01901506	REI		424345 SL 362 Adjustment	4/7/15	SUMMEROUR, WILLIAM EDWARD	1602 DARIAN DR		ELIZABETH CITY	NC	27909	1/6/12	3.11	0.58
0001487983-2011-2011-0000-00	01902116	REI		424356 SL 362 Adjustment	4/7/15	RICHARDS, MARY LOU	PO BOX 32		HUNTERSVILLE	NC	28070	1/6/12	24.86	4.60
0001487983-2012-2012-0000-00	01902116	REI		424777 SL 362 Adjustment	4/7/15	RICHARDS, MARY LOU	PO BOX 32		HUNTERSVILLE	NC	28070	1/8/13	11.44	1.54
0001487983-2013-2013-0000-00	01902116	REI		424776 SL 362 Adjustment	4/7/15	RICHARDS, MARY LOU	PO BOX 32		HUNTERSVILLE	NC	28070	1/7/14	11.44	0.97
0001488165-2011-2011-0000-00	01903508	REI		424360 SL 362 Adjustment	4/7/15	GROCE, RICHARD E &W	PO BOX 47		HUNTERSVILLE	NC	28078	1/6/12	13.14	2.43
0001488165-2012-2012-0000-00	01903508	REI		424276 SL 362 Adjustment	4/7/15	GROCE, RICHARD E &W	PO BOX 47		HUNTERSVILLE	NC	28078	1/8/13	12.43	1.67
0001488165-2013-2013-0000-00	01903508	REI		424277 SL 362 Adjustment	4/7/15	GROCE, RICHARD E &W	PO BOX 47		HUNTERSVILLE	NC	28078	1/7/14	12.43	1.05
0001488256-2011-2011-0000-00	01904416	REI		424367 SL 362 Adjustment	4/7/15	GIBBONS, CAROLYN C	300-B SOUTH MAIN ST		HUNTERSVILLE	NC	28078	1/6/12	6.92	1.28
0001488256-2012-2012-0000-00	01904416	REI		424265 SL 362 Adjustment	4/7/15	GIBBONS, CAROLYN C	300-B SOUTH MAIN ST		HUNTERSVILLE	NC	28078	1/8/13	6.36	0.86
0001488256-2013-2013-0000-00	01904416	REI		424266 SL 362 Adjustment	4/7/15	GIBBONS, CAROLYN C	300-B SOUTH MAIN ST		HUNTERSVILLE	NC	28078	1/7/14	6.36	0.54
0001488909-2011-2011-0000-00	01906143	REI		116814 SL 362 Adjustment	6/7/14	STRONG, MARGARET	104 WHISPERING PINE RD		HUNTERSVILLE	NC	28078-9252	1/6/12	13.56	2.51
0001488909-2012-2012-0000-00	01906143	REI		424481 SL 362 Adjustment	4/7/15	STRONG, MARGARET	104 WHISPERING PINE RD		HUNTERSVILLE	NC	28078-9252	1/8/13	6.78	0.91
0001488909-2013-2013-0000-00	01906143	REI		424474 SL 362 Adjustment	4/7/15	STRONG, MARGARET	104 WHISPERING PINE RD		HUNTERSVILLE	NC	28078-9252	1/7/14	6.78	0.57
0001488913-2011-2011-0000-00	01906145	REI		424370 SL 362 Adjustment	4/7/15	GRIER, JACQUELINE STITT	108 WHISPERING PINE LN		HUNTERSVILLE	NC	28078-9252	1/6/12	6.22	1.15
0001488913-2012-2012-0000-00	01906145	REI		424504 SL 362 Adjustment	4/7/15	GRIER, JACQUELINE STITT	108 WHISPERING PINE LN		HUNTERSVILLE	NC	28078-9252	1/8/13	5.93	0.80
0001488913-2013-2013-0000-00	01906145	REI		424503 SL 362 Adjustment	4/7/15	GRIER, JACQUELINE STITT	108 WHISPERING PINE LN		HUNTERSVILLE	NC	28078-9252	1/7/14	5.93	0.50
0001490424-2011-2011-0000-00	01929325	REI		281572 SL 362 Adjustment	12/25/14	DUNCAN, ERIC M	192 MARKHAM DR		MOORESVILLE	NC	28115	1/6/12	1.41	0.26
0001490453-2011-2011-0000-00	01929344	REI		426486 SL 362 Adjustment	4/23/15	NORMAN, LORETTA	12619 LEVINS HALL RD		HUNTERSVILLE	NC	28078-6060	1/6/12	0.42	0.08
0001490741-2011-2011-0000-00	01939192	REI		281583 SL 362 Adjustment	12/25/14	COLBERG, THOR R	301 HOLDSWORTH DR		MOUNT HOLLY	NC	28120	1/6/12	1.69	0.31
0007269043-2011-2011-0000-00	01946188	REI		356395 SL 362 Adjustment	2/21/15	VERMILLION COMMUNITY ASSOCIATION IN	130 BEN CASEY DR STE 100		FORT MILL	SC	29708	1/6/12	33.34	6.17

[illegible]

Town of Huntersville
REQUEST FOR BOARD ACTION
9/21/2015

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Greg Ferguson
Subject: SL362 Property Tax Refunds

Attached is Report 43 from Mecklenburg County of SL362 refunds. The report contains 141 refunds. To date the Town of Huntersville has processed 9,271 refunds for a total of \$261,439.30 (\$237,694.14 without interest).

ACTION RECOMMENDED:

Approve SL362 property tax refund report.

FINANCIAL IMPLICATIONS:

Decrease in Revenue

ATTACHMENTS:

Description	Type
☐ Tax Refund Report	Backup Material

Bill Number	BOCC Month	Parcel #	Source Type	Adjustment Number	Adjustment Reason	Date Of Adjustment	Refund Recipient Name	Address Line 1	Address Line 2	City	State	Zip Code	Payment Date For Interest	Total Refund	Int as of 10/2/2015
0001447763-2011-2011-0000-00	3/1/2014	00543112	REI	424213	SL 362 Adjustment	4/7/2015	SCHOENMAKER, JOHN	16924 KNOXWOOD DR		HUNTERSVILLE	NC	28078	1/6/2012	14.55	2.72
0001447763-2012-2012-0000-00	3/1/2014	00543112	REI	424229	SL 362 Adjustment	4/7/2015	SCHOENMAKER, JOHN	16924 KNOXWOOD DR		HUNTERSVILLE	NC	28078	1/8/2013	10.59	1.45
0001447763-2013-2013-0000-00	3/1/2014	00543112	REI	424230	SL 362 Adjustment	4/7/2015	SCHOENMAKER, JOHN	16924 KNOXWOOD DR		HUNTERSVILLE	NC	28078	1/7/2014	10.59	0.92
0001455273-2011-2011-0000-00	3/1/2014	00902207	REI	424635	SL 362 Adjustment	4/7/2015	ESTATE OF MARION THREATT BEARD	PO BOX 1273		HUNTERSVILLE	NC	28078	1/20/2012	40.34	7.47
0001455273-2012-2012-0000-00	3/1/2014	00902207	REI	424632	SL 362 Adjustment	4/7/2015	ESTATE OF MARION THREATT BEARD	PO BOX 1273		HUNTERSVILLE	NC	28078	1/15/2013	33.42	4.53
0001455273-2013-2013-0000-00	3/1/2014	00902207	REI	424630	SL 362 Adjustment	4/7/2015	ESTATE OF MARION THREATT BEARD	PO BOX 1273		HUNTERSVILLE	NC	28078	1/7/2014	32.77	2.84
0001455289-2011-2011-0000-00	3/1/2014	00903201	REI	424606	SL 362 Adjustment	4/7/2015	BROWN WILLIAM VERNON & DOROTHY H BROWN	7633 GILEAD RD		HUNTERSVILLE	NC	28078-7535	1/6/2012	64.97	12.15
0001455289-2012-2012-0000-00	3/1/2014	00903201	REI	424609	SL 362 Adjustment	4/7/2015	BROWN WILLIAM VERNON & DOROTHY H BROWN	7633 GILEAD RD		HUNTERSVILLE	NC	28078-7535	1/8/2013	28.82	3.94
0001455289-2013-2013-0000-00	3/1/2014	00903201	REI	424611	SL 362 Adjustment	4/7/2015	BROWN WILLIAM VERNON & DOROTHY H BROWN	7633 GILEAD RD		HUNTERSVILLE	NC	28078-7535	1/7/2014	50.01	4.34
0001459858-2011-2011-0000-00	3/1/2014	00925135	REI	425028	SL 362 Adjustment	4/8/2015	KERNS, JO ELLEN	2432 WESTFIELD RD		CHARLOTTE	NC	28207	2/10/2012	65.90	12.01
0001459858-2012-2012-0000-00	3/1/2014	00925135	REI	425031	SL 362 Adjustment	4/8/2015	KERNS, JO ELLEN	2432 WESTFIELD RD		CHARLOTTE	NC	28207	2/4/2013	63.57	8.45
0001459858-2013-2013-0000-01	3/1/2014	00925135	REI	425698	SL 362 Adjustment	4/10/2015	KERNS, JO ELLEN	2432 WESTFIELD RD		CHARLOTTE	NC	28207	1/7/2014	61.87	5.36
0001462105-2011-2011-0000-00	3/1/2014	00932111	REI	425005	SL 362 Adjustment	4/8/2015	MCAULEY, JOE RICHARD	6411 GILEAD RD		HUNTERSVILLE	NC	28078	1/6/2012	33.05	6.18
0001462105-2012-2012-0000-00	3/1/2014	00932111	REI	425011	SL 362 Adjustment	4/8/2015	MCAULEY, JOE RICHARD	6411 GILEAD RD		HUNTERSVILLE	NC	28078	1/8/2013	33.05	4.51
0001462105-2013-2013-0000-00	3/1/2014	00932111	REI	425015	SL 362 Adjustment	4/8/2015	MCAULEY, JOE RICHARD	6411 GILEAD RD		HUNTERSVILLE	NC	28078	1/7/2014	33.05	2.87
0001462503-2011-2011-0000-00	7/1/2014	00934417	REI	427741	SL 362 Adjustment	4/19/2015	STRATTON, JIMMIE L	15445 GOODWOOD ST		HUNTERSVILLE	NC	28078	2/7/2012	15.38	2.81
0001462503-2012-2012-0000-00	7/1/2014	00934417	REI	236498	SL 362 Adjustment	11/15/2014	STRATTON, JIMMIE L	15445 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/8/2013	14.98	2.05
0001462503-2013-2013-0000-00	7/1/2014	00934417	REI	236840	SL 362 Adjustment	11/15/2014	STRATTON, JIMMIE L	15445 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/7/2014	14.98	1.30
0001462513-2012-2012-0000-00	7/1/2014	00934420	REI	423066	SL 362 Adjustment	4/5/2015	HILL, MANDY CAVER	15457 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/8/2013	17.51	2.39
0001462513-2013-2013-0000-00	7/1/2014	00934420	REI	237567	SL 362 Adjustment	11/15/2014	HILL, MANDY CAVER	15457 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/7/2014	17.51	1.52
0001462602-2011-2011-0000-00	7/1/2014	00934444	REI	427743	SL 362 Adjustment	4/19/2015	EHRLICH, AMY ROUSE	15406 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/6/2012	16.10	3.01
0001462602-2012-2012-0000-00	7/1/2014	00934444	REI	236500	SL 362 Adjustment	11/15/2014	EHRLICH, AMY ROUSE	15406 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/8/2013	16.10	2.20
0001462602-2013-2013-0000-00	7/1/2014	00934444	REI	236842	SL 362 Adjustment	11/15/2014	EHRLICH, AMY ROUSE	15406 GOODWOOD ST		HUNTERSVILLE	NC	28078	1/7/2014	16.10	1.40
0001467775-2011-2011-0000-00	7/1/2014	01301215	REI	422412	SL 362 Adjustment	4/5/2015	MENNELLA, FRANK L	17808 KINGS POINT		CORNELIUS	NC	28031	1/6/2012	23.45	4.38
0001467775-2012-2012-0000-00	7/1/2014	01301215	REI	423069	SL 362 Adjustment	4/5/2015	MENNELLA, FRANK L	17808 KINGS POINT		CORNELIUS	NC	28031	1/8/2013	39.84	5.44
0001467860-2011-2011-0000-00	7/1/2014	01301327	REI	422419	SL 362 Adjustment	4/5/2015	RICHWOOD BUILDERS LLC	PO BOX 2189		CORNELIUS	NC	28031	1/6/2012	34.18	6.39
0001467860-2012-2012-0000-00	7/1/2014	01301327	REI	423076	SL 362 Adjustment	4/5/2015	RICHWOOD BUILDERS LLC	PO BOX 2189		CORNELIUS	NC	28031	1/8/2013	34.18	4.67
0001467860-2013-2013-0000-00	7/1/2014	01301327	REI	423532	SL 362 Adjustment	4/5/2015	RICHWOOD BUILDERS LLC	PO BOX 2189		CORNELIUS	NC	28031	1/15/2014	9.51	0.81
0001467909-2012-2012-0000-00	7/1/2014	01301413	REI	423081	SL 362 Adjustment	4/5/2015	DEAN, STEPHEN	6425 NECK RD		HUNTERSVILLE	NC	28078	1/8/2013	22.04	3.01
0001467911-2011-2011-0000-00	7/1/2014	01301414	REI	422423	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	12.43	2.32
0001467911-2012-2012-0000-00	7/1/2014	01301414	REI	423082	SL 362 Adjustment	4/5/2015	POWERS, ROBERT G	12121 NEW BOND DR		HUNTERSVILLE	NC	28078	1/8/2013	12.43	1.70
0001467924-2011-2011-0000-00	7/1/2014	01301426	REI	422425	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	23.45	4.38
0001467924-2012-2012-0000-00	7/1/2014	01301426	REI	423083	SL 362 Adjustment	4/5/2015	DIXON TIFFANY D	6404 ROBERT ST		HUNTERSVILLE	NC	28078	1/8/2013	23.45	3.20
0001467975-2011-2011-0000-00	7/1/2014	01301508	REI	173945	SL 362 Adjustment	9/7/2014	SALLE, MARK P	12116 CANAL DR		HUNTERSVILLE	NC	28078	1/6/2012	43.79	8.19
0001467975-2012-2012-0000-00	7/1/2014	01301508	REI	428057	SL 362 Adjustment	4/19/2015	O'HARE, MICHAEL C	404 LAKE SHORE DR		SUNSET BEACH	NC	28468	1/8/2013	43.79	5.98
0001468015-2011-2011-0000-00	7/1/2014	01301530	REI	422434	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	23.45	4.38
0001468015-2012-2012-0000-00	7/1/2014	01301530	REI	423087	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	23.45	3.20
0001468047-2011-2011-0000-00	7/1/2014	01301604	REI	422435	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	23.45	4.38
0001468047-2012-2012-0000-00	7/1/2014	01301604	REI	423088	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	23.45	3.20
0001468095-2011-2011-0000-00	7/1/2014	01301707	REI	427747	SL 362 Adjustment	4/19/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	12/31/2012	27.41	3.77
0001468095-2012-2012-0000-00	7/1/2014	01301707	REI	423093	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	24.86	3.40
0001468097-2011-2011-0000-00	7/1/2014	01301708	REI	427748	SL 362 Adjustment	4/19/2015	TIMBERSTONE HOMES INC .	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	23.45	4.38
0001468097-2012-2012-0000-00	7/1/2014	01301708	REI	423094	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR #200		CHARLOTTE	NC	28273	1/8/2013	23.45	3.20
0001468112-2011-2011-0000-00	7/1/2014	01301716	REI	427749	SL 362 Adjustment	4/19/2015	GADSDEN, CHRISTINE W	5428 ALPINE LN		CHARLOTTE	NC	28269	1/6/2012	38.42	7.18
0001468112-2012-2012-0000-00	7/1/2014	01301716	REI	206565	SL 362 Adjustment	10/25/2014	GADSDEN, CHRISTINE W	5428 ALPINE LN		CHARLOTTE	NC	28269	1/8/2013	38.42	5.25
0001468136-2011-2011-0000-00	7/1/2014	01301801	REI	422448	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	6.78	1.27
0001468136-2012-2012-0000-00	7/1/2014	01301801	REI	423102	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR SUITE 200		CHARLOTTE	NC	28273	1/8/2013	6.78	0.93
0001468138-2011-2011-0000-00	7/1/2014	01301802	REI	422449	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	20.63	3.86
0001468138-2012-2012-0000-00	7/1/2014	01301802	REI	423103	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	20.63	2.82
0001468140-2011-2011-0000-00	7/1/2014	01301804	REI	422451	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/7/2013	31.05	4.24
0001468140-2012-2012-0000-00	7/1/2014	01301804	REI	423105	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	27.98	3.82
0001468140-2013-2013-0000-00	7/1/2014	01301804	REI	423534	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/7/2014	4.52	0.39
0001468191-2011-2011-0000-00	7/1/2014	01302117	REI	422454	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST		INDIANAPOLIS	IN	46260	1/6/2012	23.45	4.38
0001468191-2012-2012-0000-00	7/1/2014	01302117	REI	423111	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	23.45	3.20
0001468217-2011-2011-0000-00	7/1/2014	01302204	REI	174000	SL 362 Adjustment	9/7/2014	BUTLER, CHARLEY DALLAS	1035 MONTICELLO ST		WEST COLUMBIA	SC	29033	1/6/2012	24.86	4.65
0001468217-2012-2012-0000-00	7/1/2014	01302204	REI	423112	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR, STE 200		CHARLOTTE	NC	28273	1/8/2013	24.86	3.40
0001468219-2013-2013-0000-00	7/1/2014	01302206	REI	423536	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE	3600 ARCO CORPORATE DR #200		CHARLOTTE	NC	28273	1/7/2014	1.98	0.17
0001468223-2011-2011-0000-00	7/1/2014	01302208	REI	427753	SL 362 Adjustment	4/19/2015	TIMBERSTONE HOMES INC .	7301 CARMEL EXECUTIVE PARK	STE 101	CHARLOTTE	NC	28226	1/10/2012	25.35	4.73
0001468223-2012-2012-0000-00	7/1/2014	01302208	REI	423115	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR	SUITE 200	CHARLOTTE	NC	28273	1/8/2013	24.86	3.40
0001468225-2011-2011-0000-00	7/1/2014	01302209	REI	427754	SL 362 Adjustment	4/19/2015	TIMBERSTONE HOMES INC .	7301 CARMEL EXECUTIVE PARK	STE 101	CHARLOTTE	NC	28226	1/10/2012	23.91	4.46

0001468225-2012-2012-0000-00	7/1/2014	01302209	REI	423116	SL 362 Adjustment	4/5/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR SUITE 200	CHARLOTTE	NC	28273	1/8/2013	23.45	3.20
0001468270-2011-2011-0000-00	7/1/2014	01302307	REI	174011	SL 362 Adjustment	9/7/2014	TISDALE, SHERMAN	12315 FLATBUSH DR	HUNTERSVILLE	NC	28078	1/25/2012	23.91	4.41
0001468270-2012-2012-0000-00	7/1/2014	01302307	REI	428058	SL 362 Adjustment	4/19/2015	RYLAND GROUP INC THE .	3600 ARCO CORPORATE DR SUITE 200	CHARLOTTE	NC	28273	1/8/2013	23.45	3.20
0001468377-2011-2011-0000-00	7/1/2014	01302505	REI	422462	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST	INDIANAPOLIS	IN	46260	1/6/2012	24.86	4.65
0001468377-2012-2012-0000-00	7/1/2014	01302505	REI	423126	SL 362 Adjustment	4/5/2015	NORMAN ANNE-MARIE	6013 PAMELA ST	HUNTERSVILLE	NC	28078	1/8/2013	24.86	3.40
0001468381-2011-2011-0000-00	7/1/2014	01302507	REI	422463	SL 362 Adjustment	4/5/2015	TIMBERSTONE HOMES INC	9210 NORTH MERIDIAN ST	INDIANAPOLIS	IN	46260	1/6/2012	23.45	4.38
0001468381-2012-2012-0000-00	7/1/2014	01302507	REI	423127	SL 362 Adjustment	4/5/2015	HEGGESTAD, DEANNA J	6105 PAMELA ST	HUNTERSVILLE	NC	28078	1/8/2013	23.45	3.20
0001476204-2011-2011-0000-00	8/1/2014	01516465	REI	437463	SL 362 Adjustment	5/10/2015	JASON RAPER & CHRISTINA RAPER	5750 N MAJOR DR 303	BEAUMONT	TX	77713	1/6/2012	11.01	2.06
0001476204-2012-2012-0000-00	8/1/2014	01516465	REI	438985	SL 362 Adjustment	5/10/2015	JASON RAPER & CHRISTINA RAPER	5750 N MAJOR DR 303	BEAUMONT	TX	77713	1/8/2013	11.01	1.50
0001476204-2013-2013-0000-00	8/1/2014	01516465	REI	439624	SL 362 Adjustment	5/10/2015	WILLIAM L WALLY & LINSAY SHUBERT	12131 CANE BRANCH WY	HUNTERSVILLE	NC	28078	1/7/2014	11.01	0.95
0001480903-2011-2011-0000-00	3/1/2014	01703207	REI	424625	SL 362 Adjustment	4/7/2015	DICKERSON, LINDA S HOFLER	10516 HAMBRIGHT RD	HUNTERSVILLE	NC	28078	1/6/2012	33.62	6.29
0001480903-2012-2012-0000-00	3/1/2014	01703207	REI	424627	SL 362 Adjustment	4/7/2015	DICKERSON, LINDA S HOFLER	10516 HAMBRIGHT RD	HUNTERSVILLE	NC	28078	1/8/2013	28.25	3.86
0001480903-2013-2013-0000-00	3/1/2014	01703207	REI	424628	SL 362 Adjustment	4/7/2015	DICKERSON, LINDA S HOFLER	10516 HAMBRIGHT RD	HUNTERSVILLE	NC	28078	1/7/2014	28.25	2.45
0001482061-2011-2011-0000-01	3/1/2014	01714213	REI	424785	SL 362 Adjustment	4/24/2015	MCAULAY, ARTHUR DANIEL	14850 RANSON RD	HUNTERSVILLE	NC	28078	1/6/2012	45.49	8.51
0001482061-2012-2012-0000-01	3/1/2014	01714213	REI	424795	SL 362 Adjustment	4/24/2015	MCAULAY, ARTHUR DANIEL	14850 RANSON RD	HUNTERSVILLE	NC	28078	1/8/2013	45.49	6.21
0001482061-2013-2013-0000-01	3/1/2014	01714213	REI	424794	SL 362 Adjustment	4/24/2015	MCAULAY, ARTHUR DANIEL	14850 RANSON RD	HUNTERSVILLE	NC	28078	1/7/2014	45.49	3.94
0001482951-2011-2011-0000-00	8/1/2014	01715604	REI	195344	SL 362 Adjustment	10/18/2014	BOCHACKI, ZOFIA	13123 ROSEDALE HILL AV	HUNTERSVILLE	NC	28078	1/6/2012	10.17	1.90
0001482951-2012-2012-0000-00	8/1/2014	01715604	REI	466038	SL 362 Adjustment	7/19/2015	BOCHACKI, ZOFIA	13123 ROSEDALE HILL AV	HUNTERSVILLE	NC	28078	1/8/2013	10.17	1.39
0001482951-2013-2013-0000-00	8/1/2014	01715604	REI	466039	SL 362 Adjustment	7/19/2015	BOCHACKI, ZOFIA	13123 ROSEDALE HILL AV	HUNTERSVILLE	NC	28078	1/7/2014	10.17	0.88
0001482953-2011-2011-0000-00	8/1/2014	01715605	REI	437466	SL 362 Adjustment	5/10/2015	WARREN, BRIAN D	9909 ANSONBOROUGH SQUARE	HUNTERSVILLE	NC	28078	1/6/2012	10.17	1.90
0001486305-2011-2011-0000-00	8/1/2014	01746246	REI	437468	SL 362 Adjustment	5/10/2015	MCKEARNEY, JESSICA E	415 BARTON CREEK DR #H	CHARLOTTE	NC	28262	1/6/2012	0.85	0.16
0001486521-2011-2011-0000-00	8/1/2014	01746376	REI	437472	SL 362 Adjustment	5/10/2015	DEUTSCHE BANK NATIONAL TRUST COMPANY TRUSTEE	3476 STAEVIEW BLVD	FORT MILL	SC	29715	1/6/2012	12.99	2.43
0001486521-2012-2012-0000-00	8/1/2014	01746376	REI	438988	SL 362 Adjustment	5/10/2015	MANNING, ROBERT SCOTT	9609 BARNBURGH LN	HUNTERSVILLE	NC	28078	1/8/2013	12.97	1.77
0001487471-2011-2011-0000-00	8/1/2014	01747390	REI	437477	SL 362 Adjustment	5/10/2015	CENTEX HOMES	11121 CARMEL COMMONS BLV, STE 450	CHARLOTTE	NC	28226	1/6/2012	4.52	0.85
0001487471-2012-2012-0000-00	8/1/2014	01747390	REI	438990	SL 362 Adjustment	5/10/2015	CENTEX HOMES	11121 CARMEL COMMONS BLV,STE 450	CHARLOTTE	NC	28226	1/8/2013	4.52	0.62
0001487471-2013-2013-0000-00	8/1/2014	01747390	REI	439629	SL 362 Adjustment	5/10/2015	CENTEX HOMES	11121 CARMEL COMMONS BLV,STE 450	CHARLOTTE	NC	28226	4/16/2014	4.72	0.35
0001487475-2011-2011-0000-00	8/1/2014	01747392	REI	437478	SL 362 Adjustment	5/10/2015	CENTEX HOMES	11121 CARMEL COMMONS BLV, STE 450	CHARLOTTE	NC	28226	1/6/2012	5.09	0.95
0001487475-2012-2012-0000-00	8/1/2014	01747392	REI	438991	SL 362 Adjustment	5/10/2015	CENTEX HOMES	11121 CARMEL COMMONS BLV,STE 450	CHARLOTTE	NC	28226	1/8/2013	5.09	0.70
0001487475-2013-2013-0000-00	8/1/2014	01747392	REI	439630	SL 362 Adjustment	5/10/2015	CENTEX HOMES	11121 CARMEL COMMONS BLVD, STE 450	CHARLOTTE	NC	28226	4/16/2014	5.31	0.39
0001488864-2011-2011-0000-01	3/1/2014	01906105	REI	424620	SL 362 Adjustment	4/7/2015	SPARROW, MARION C	PO BOX 215	HUNTERSVILLE	NC	28078	1/6/2012	51.84	9.69
0001488864-2012-2012-0000-01	3/1/2014	01906105	REI	424618	SL 362 Adjustment	4/7/2015	SPARROW, MARION C	PO BOX 215	HUNTERSVILLE	NC	28078	1/8/2013	51.84	7.08
0001488864-2013-2013-0000-01	3/1/2014	01906105	REI	424616	SL 362 Adjustment	4/7/2015	SPARROW, MARION C	PO BOX 215	HUNTERSVILLE	NC	28078	1/7/2014	51.84	4.50
0001488914-2011-2011-0000-00	3/1/2014	01906146	REI	424374	SL 362 Adjustment	4/7/2015	ROBERTS, CONSIWELLA	110 WHISPERING PINE RD	HUNTERSVILLE	NC	28078-9252	1/6/2012	5.79	1.08
0001488914-2012-2012-0000-00	3/1/2014	01906146	REI	424524	SL 362 Adjustment	4/7/2015	ROBERTS, CONSIWELLA	110 WHISPERING PINE RD	HUNTERSVILLE	NC	28078-9252	1/8/2013	5.79	0.79
0001488914-2013-2013-0000-00	3/1/2014	01906146	REI	424522	SL 362 Adjustment	4/7/2015	ROBERTS, CONSIWELLA	110 WHISPERING PINE RD	HUNTERSVILLE	NC	28078-9252	1/7/2014	5.79	0.50
0001488942-2011-2011-0000-00	3/1/2014	01907107	REI	424420	SL 362 Adjustment	4/7/2015	EVANS, IRMA	PO BOX 70	HUNTERSVILLE	NC	28070	3/27/2012	10.94	1.92
0001488942-2012-2012-0000-00	3/1/2014	01907107	REI	425103	SL 362 Adjustment	4/8/2015	EVANS, IRMA	PO BOX 70	HUNTERSVILLE	NC	28070	2/22/2013	8.41	1.10
0001488942-2013-2013-0000-00	3/1/2014	01907107	REI	425104	SL 362 Adjustment	4/8/2015	EVANS, IRMA	PO BOX 70	HUNTERSVILLE	NC	28070	1/11/2014	8.35	0.72
0001489010-2011-2011-0000-00	3/1/2014	01907403	REI	424430	SL 362 Adjustment	4/7/2015	YOUNG, SARAH BELL	PO BOX 733	HUNTERSVILLE	NC	28078-0733	1/6/2012	6.22	1.16
0001489010-2012-2012-0000-00	3/1/2014	01907403	REI	424476	SL 362 Adjustment	4/7/2015	YOUNG, SARAH BELL	PO BOX 733	HUNTERSVILLE	NC	28078	1/8/2013	5.94	0.81
0001489010-2013-2013-0000-00	3/1/2014	01907403	REI	424482	SL 362 Adjustment	4/7/2015	YOUNG, SARAH BELL	PO BOX 733	HUNTERSVILLE	NC	28078	1/7/2014	5.94	0.52
0001489013-2011-2011-0000-00	3/1/2014	01907405	REI	424434	SL 362 Adjustment	4/7/2015	HOUSTON, IRETHA	PO BOX 2224	HUNTERSVILLE	NC	28070	1/6/2012	48.59	9.09
0001489129-2011-2011-0000-00	3/1/2014	01908214	REI	424453	SL 362 Adjustment	4/7/2015	SMITH, DOROTHY HOUSTON	PO BOX 82	HUNTERSVILLE	NC	28070-0082	1/6/2012	9.18	1.72
0001489129-2012-2012-0000-00	3/1/2014	01908214	REI	425009	SL 362 Adjustment	4/8/2015	SMITH, DOROTHY HOUSTON	PO BOX 82	HUNTERSVILLE	NC	28070-0082	1/8/2013	8.62	1.18
0001489129-2013-2013-0000-00	3/1/2014	01908214	REI	425013	SL 362 Adjustment	4/8/2015	SMITH, DOROTHY HOUSTON	PO BOX 82	HUNTERSVILLE	NC	28070-0082	1/7/2014	8.62	0.75
0001489192-2011-2011-0000-00	3/1/2014	01909406	REI	424456	SL 362 Adjustment	4/7/2015	PHILLIPS, RAYMOND THOMAS	PO BOX 151	HUNTERSVILLE	NC	28070-0151	4/17/2013	17.12	2.11
0001489192-2012-2012-0000-00	3/1/2014	01909406	REI	424756	SL 362 Adjustment	4/7/2015	PHILLIPS, BETTYE S	PO BOX 151	HUNTERSVILLE	NC	28070-0151	4/17/2013	15.76	1.94
0001489192-2013-2013-0000-00	3/1/2014	01909406	REI	424753	SL 362 Adjustment	4/7/2015	PHILLIPS, BETTYE S	PO BOX 151	HUNTERSVILLE	NC	28070-0151	5/12/2014	15.87	1.10
0001491238-2011-2011-0000-00	3/1/2014	01945446	REI	424515	SL 362 Adjustment	4/7/2015	PLACE, THOMAS JOSEPH JR	13321 CENTENNIAL COMMONS PY	HUNTERSVILLE	NC	28078	1/6/2012	20.63	3.86
0001491238-2012-2012-0000-00	3/1/2014	01945446	REI	424223	SL 362 Adjustment	4/7/2015	PLACE, THOMAS JOSEPH JR	13321 CENTENNIAL COMMONS PY	HUNTERSVILLE	NC	28078	1/8/2013	20.63	2.82
0001491238-2013-2013-0000-00	3/1/2014	01945446	REI	424225	SL 362 Adjustment	4/7/2015	PLACE, THOMAS JOSEPH JR	13321 CENTENNIAL COMMONS PY	HUNTERSVILLE	NC	28078	1/7/2014	20.63	1.79
0001492240-2011-2011-0000-00	7/1/2014	02111312	REI	174027	SL 362 Adjustment	9/7/2014	PENNELL, KIMBERLY	14427 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/6/2012	39.83	7.45
0001492240-2012-2012-0000-01	7/1/2014	02111312	REI	240259	SL 362 Adjustment	11/30/2014	PENNELL, KIMBERLY	14427 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/8/2013	39.83	5.44
0001492240-2013-2013-0000-00	7/1/2014	02111312	REI	423537	SL 362 Adjustment	4/5/2015	PENNELL, KIMBERLY	14427 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/7/2014	39.83	3.45
0001492267-2011-2011-0000-00	7/1/2014	02111329	REI	174040	SL 362 Adjustment	9/7/2014	CIPKALA, MICHAEL S	3041 E KILLARNAY ST	GILBERT	AZ	85298	1/6/2012	37.85	7.08
0001492267-2012-2012-0000-01	7/1/2014	02111329	REI	240265	SL 362 Adjustment	11/30/2014	CIPKALA, MICHAEL S	3041 E KILLARNAY ST	GILBERT	AZ	85298	1/8/2013	37.85	5.17
0001492267-2013-2013-0000-00	7/1/2014	02111329	REI	423539	SL 362 Adjustment	4/5/2015	LEWIS, WAYNE	14565 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/7/2014	37.85	3.28
0001492284-2011-2011-0000-00	7/1/2014	02111340	REI	422464	SL 362 Adjustment	4/5/2015	RALLY PROPERTIES LLC	4333 TRIPLE CROWN DR	CONCORD	NC	28027	1/6/2012	45.48	8.50
0001492284-2012-2012-0000-00	7/1/2014	02111340	REI	423128	SL 362 Adjustment	4/5/2015	RONALD HALL, LISA HARWELL, RODNEY WILLIAMS & BET	9811 LINKSLAND DR	HUNTERSVILLE	NC	28078	1/8/2013	45.20	6.17
0001492284-2013-2013-0000-00	7/1/2014	02111340	REI	206653	SL 362 Adjustment	10/25/2014	HALL, RONALD J	9811 LINKSLAND DR	HUNTERSVILLE	NC	28078	1/11/2014	46.10	3.97
0001492455-2011-2011-0000-00	7/1/2014	02111517	REI	422465	SL 362 Adjustment	4/5/2015	PRAEGER FAMILY, .	10448 CURRY PALM LN	FORT MYERS	FL	33966	1/6/2012	40.68	7.61

0001492455-2012-2012-0000-00	7/1/2014	02111517	REI	423129 SL 362 Adjustment	4/5/2015	PRAEGER FAMILY, .	10448 CURRY PALM LN	FORT MYERS	FL	33966	1/8/2013	40.68	5.56
0001492455-2013-2013-0000-00	7/1/2014	02111517	REI	423540 SL 362 Adjustment	4/5/2015	PRAEGER FAMILY, .	10448 CURRY PALM LN	FORT MYERS	FL	33966	1/7/2014	40.68	3.53
0001492475-2012-2012-0000-00	7/1/2014	02111526	REI	428060 SL 362 Adjustment	4/19/2015	STEENSMA, DAVID	14618 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/8/2013	36.73	5.02
0001492475-2013-2013-0000-00	7/1/2014	02111526	REI	236849 SL 362 Adjustment	11/15/2014	STEENSMA, DAVID	14618 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/7/2014	34.18	2.96
0001492490-2011-2011-0000-00	7/1/2014	02111537	REI	174058 SL 362 Adjustment	9/7/2014	WADDELL, CLAUDIA A	9642 SUNSET GROVE DR	HUNTERSVILLE	NC	28078	1/6/2012	34.74	6.50
0001492490-2012-2012-0000-00	7/1/2014	02111537	REI	428061 SL 362 Adjustment	4/19/2015	WADDELL, CLAUDIA A	9642 SUNSET GROVE DR	HUNTERSVILLE	NC	28078	1/8/2013	34.74	4.74
0001492490-2013-2013-0000-00	7/1/2014	02111537	REI	176796 SL 362 Adjustment	9/7/2014	WADDELL, CLAUDIA A	9642 SUNSET GROVE DR	HUNTERSVILLE	NC	28078	1/7/2014	34.74	3.01
0001492503-2012-2012-0000-00	7/1/2014	02111550	REI	423130 SL 362 Adjustment	4/5/2015	BLUE STREAM ASSET MANAGEMENT LLC .	1557 EDENTON STREET NW	CONCORD	NC	28027	1/8/2013	47.74	6.52
0001492503-2013-2013-0000-00	7/1/2014	02111550	REI	423543 SL 362 Adjustment	4/5/2015	BLUE STREAM ASSET MANAGEMENT LLC	1557 EDENTON STREET NW	CONCORD	NC	28027	1/7/2014	47.74	4.14
0001492537-2011-2011-0000-00	7/1/2014	02111573	REI	174075 SL 362 Adjustment	9/7/2014	MANGELS, EILEEN M	14520 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/6/2012	30.51	5.70
0001492537-2012-2012-0000-01	7/1/2014	02111573	REI	428062 SL 362 Adjustment	4/19/2015	MANGELS, EILEEN M TRUST U/A	14520 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/8/2013	30.51	4.17
0001492537-2013-2013-0000-00	7/1/2014	02111573	REI	236851 SL 362 Adjustment	11/15/2014	MANGELS, EILEEN M TRUST U/A	14520 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/7/2014	30.51	2.65
0001492546-2012-2012-0000-01	7/1/2014	02111579	REI	428063 SL 362 Adjustment	4/19/2015	CAESTECKER ANNE A	14434 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/8/2013	35.03	4.78
0001492546-2013-2013-0000-00	7/1/2014	02111579	REI	423544 SL 362 Adjustment	4/5/2015	CAESTECKER, ANNE A	14434 GREENPOINT LN	HUNTERSVILLE	NC	28078	1/7/2014	35.03	3.04
0001493387-2011-2011-0000-00	7/1/2014	02129206	REI	422470 SL 362 Adjustment	4/5/2015	PENSCO TRUST CO CUSTODIAN, FBO CHARLENE VINSON	1346 WHISPERING PINES DR	ST LOUIS	MO	63146	4/4/2012	78.93	13.80
0001493387-2012-2012-0000-00	7/1/2014	02129206	REI	423132 SL 362 Adjustment	4/5/2015	PENSCO TRUST CO CUSTODIAN, FBO CHARLENE VINSON	1346 WHISPERING PINES DR	ST LOUIS	MO	63146	1/8/2013	75.71	10.34
0001493387-2013-2013-0000-00	7/1/2014	02129206	REI	423545 SL 362 Adjustment	4/5/2015	PENSCO TRUST CO CUSTODIAN, FBO CHARLENE VINSON	1346 WHISPERING PINES DR	ST LOUIS	MO	63146	1/28/2014	77.22	6.47
0001493473-2011-2011-0000-00	7/1/2014	02129256	REI	422472 SL 362 Adjustment	4/5/2015	BRANT TIMOTHY	1728 CARO MAR WAY PL NW	CONCORD	NC	28027	1/6/2012	16.38	3.06
0001493473-2012-2012-0000-00	7/1/2014	02129256	REI	423134 SL 362 Adjustment	4/5/2015	BRANT TIMOTHY	1728 CARO MAR PLACE	CONCORD	NC	28025	1/8/2013	16.38	2.24
0001493473-2013-2013-0000-00	7/1/2014	02129256	REI	423547 SL 362 Adjustment	4/5/2015	KENNEDY GERARD P	14925 ROCKY TOP DR	HUNTERSVILLE	NC	28078	1/7/2014	16.38	1.42
												3,721.84	525.43