

Agenda Town of Mooresville Board of Commissioners

January 3, 2017

**Tuesday – 6:00 p.m.
Mooresville Town Hall**



Miles Atkins – Mayor

**David Coble
Commissioner-At-Large**

**Bobby Compton
Commissioner-At-Large**

**Eddie Dinger
Commissioner – Ward I**

**Thurman Houston
Commissioner – Ward II**

**Lisa Qualls
Commissioner – Ward IV**

**Danny Beaver
Commissioner – Ward III**

**Dave Treme – Interim Town Manager
Stephen P. Gambill – Town Attorney**

Agenda
Town of Mooresville
Board of Commissioners
January 3, 2017
6:00 p.m. – Mooresville Town Hall

1. **Public Comment**
2. **Call to Order**
Invocation
Pledge of Allegiance
3. **Employee Introduction**
4. **Adjustments to the Agenda.**
5. **Consent Agenda**
 - a. **Consider approving the minutes of November 7, 2016, November 21, 2016 and December 5, 2016.**
 - b. **Consider the following adjustments to the Town Tax Scroll for 2015. (pages 3-4)**
 - Releases – \$668.31
 - Additions - \$5,299.04
 - Vehicles - \$187,136.40
 - c. **Consider a request from the Exchange Club/SCAN to place child abuse prevention flags in John Franklin Moore Park for the month of April 2017.**
 - d. **Consider a request from the Mooresville Historic Preservation Commission to apply for the 2017 Federal Historic Preservation Fund grant for an amount not to exceed \$25,000 for the first phase of renovation of the Mooresville Depot. If awarded, the Town is required to provide matching funds of 40 percent of the total project cost not to exceed \$10,000. (page 5)**
 - e. **Consider a contract with STV Engineers, Inc. for the NC115-US21 Intersection Alternatives Project in the amount of \$73,250. This study will identify alternatives to realign the existing intersection of NC115 and US21, so that a selected preferred alternative might be incorporated into the Comprehensive Transportation Plan to be implemented at a future date either through private development or NCDOT funding. This study was approved for federal funds through the Unified Planning Work Program (UPWP) and thus will be reimbursed at 80%. The study must be completed by June 30, 2017.**
 - f. **Consider the payment of \$65,000 to the J.T. Alexander Trust dated the 27th day of July, 1972 for a portion of the property identified by Iredell County Tax Parcel 4667-07-8989 and located at the intersection of Highway 150 and Highway 115. This acquisition is for the NC 150/NC 115 Intersection Improvement project.**
 - g. **Consider Amendment 1 to the Stewart Design & Architecture contract for the design, construction documentation, bid management and project management for the Liberty Park Transformation project. The amendment will extend the completion date from June 30, 2016 to June 16, 2017. (page 6)**

h. Consider implementing the Public Safety Pay and Classification Study as presented at the pre-agenda meeting on December 30, 2016 and a budget amendment in the amount of \$135,937. (page 7)

6. Financial Summary Report (page 8)

7. Manager's Report.

The Town of Mooresville wishes to make certain that all citizens have the opportunity to actively participate in their local government. If you have a disability and require accommodations to participate in a Board meeting, please contact the Town Clerk so that reasonable accommodations can be made.

RUN DATE: 12/1/2016 7:53 AM

COLLECTIONS REPORT FOR NOVEMBER 2016
IREDELL COUNTY

	ADVL	PEN	SUBTOTAL	DOWNTOWN	PEN	ADVT	INT	DMV	PAGE: 1
2007									TOTAL
2008									
2009									
2010									
2011									
2012									
2013	63.25	6.33	69.58						69.58
2014	62.04	6.21	68.25						68.25
2015	59.38	5.94	65.32						65.32
2016	446.59	18.57	465.16						465.16
2017									
TOTALS:	631.26	37.05	668.31						668.31

RUN DATE: 12/1/2016 7:53 AM

COLLECTIONS REPORT FOR NOVEMBER 2016
IREDELL COUNTY

	ADVL	PEN	SUBTOTAL	DOWNTOWN	PEN	ADVT	INT	DMV	PAGE: 1
2007									TOTAL
2008									
2009									
2010									
2011									
2012									
2013									
2014									
2015									
2016	4,670.69	628.35	5,299.04						5,299.04
2017									
TOTALS:	4,670.69	628.35	5,299.04						5,299.04

Iredell County, Statesville, NC 28687

Check Number: 90041037

Invoice Date	Invoice Number	Description	Invoice Amount	
11/22/2016	112216	OCT 2016 DMV VPT COLLECTIONS Comment: OCT 2016 DMV VPT COLLECTIONS IN THE AMOUNT OF \$198,620.13 & D/T \$196.84 LESS BILLING COSTS OF \$10,305.42 & D/T \$10.21 PLUS INTEREST OF \$106.19 & D/T \$.10 LESS REFUNDS OF \$1,471.23 = \$187,136.40	\$187,136.40	
Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
74800	MOORESVILLE, TOWN OF	90041037	11/23/2016	187,136.40

Electronic Fund Transfer (EFT) is now available for payments instead of a check. Call 704-878-3042 for info.



Iredell County
P.O. Box 788
Statesville, NC 28687
(704) 878-3042 Fax (704) 878-3032

Vendor Number: 74800
Check Date: 11/23/2016
Check Number: 90041037

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

\$187,136.40

Pay One Hundred Eighty Seven Thousand One Hundred Thirty Six Dollars and 40 cents *****

To The Order Of MOORESVILLE, TOWN OF

EFT COPY
NON-NEGOTIABLE

EFT - EMAIL



Iredell County
P.O. Box 788
Statesville, NC 28687

ADDRESS SERVICE REQUESTED

MOORESVILLE, TOWN OF
PO BOX 878
MOORESVILLE, NC 28115

90041037

On behalf of the Mooresville Historic Preservation Commission, Staff requests authorization to submit an FY 2017 Federal Historic Preservation Fund pass-through grant application. This application is for a reimbursement matching grant not to exceed \$25,000 for the first phase of renovation of the historic Mooresville Depot. If awarded, the Town is required to provide matching funds of 40 percent of the total project cost not to exceed \$10,000. The remaining 60 percent or \$25,000 of the total project cost would be reimbursed upon project completion.

The proposed grant application is for the Phase 1 requirements to upfit and renovate the existing Mooresville Depot/warehouse space for occupancy as a multi-purpose event/gallery space. Phase 1 improvements proposed must comply with the Department of Interior and Mooresville Historic Preservation Commission Design Standards and will be subject to approval by the State of North Carolina Historic Preservation Office and Mooresville Historic Preservation Commission. Proposed Phase 1 improvements include all or in part but are not limited to an exterior exit from the existing deck; two exterior exits from the proposed interior gallery space; emergency lighting and signage, emergency alarm system. Although not incorporated as part of the proposed Phase 1, the renovation project upon completion will also include HVAC and insulation, toilets, and gallery lighting and finishes.

Applications are submitted through the North Carolina Department of Cultural Resources, State Historic Preservation Office and must be postmarked no later than February 26, 2016. Awards are to be made in May, 2016. If awarded the reimbursement grant, the project must commence by September 30, 2017 and be completed no later than August 17, 2018. Grant awards will be announced by the State Historic Preservation Office in May, 2017. If awarded, the actual project scope will then be fully defined and a specific cost estimate for the proposed renovation project will be determined. The State Historic Preservation Office will then prepare contract documents to ensure that all services meet federal and state standards. Upon completion of the draft contract, staff will request contract approval and authorization of a budget amendment by the Town Board of Commissioners not to exceed \$25,000, of which up to \$15,000 or 60% will be reimbursed upon completion.

ADDENDUM No. 1

Stewart Engineering Contract # 16-0098

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and the year as indicated.

Town of Mooresville by:

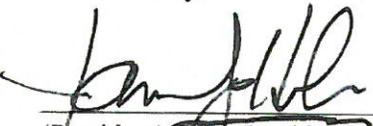
Date

Miles Adkins, Mayor

Date

Deborah Hockett, Finance Director
This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act"

Contractor by:

 Date 6/27/16

(President) (Wice President)
(Please indicate)

Attest:

 ANF Date 6/27/16

Contractor Secretary
(If not a corporation, any officer or employee of the company authorized to make such attestation)



Town of Mooresville Budget Amendment

Date: January 3, 2016
Department: Fire and Police

Purpose: Consider a budget amendment to fund the pay and class recommendations for public safety.

Revenue:

Fund	Account	Current Budget	Amended Budget	Change to Budget
1001000-3751	Appropriated Reserve	\$ 6,579,259	\$ 6,715,196	\$ 135,937
	Total	\$ 6,579,259	\$ 6,715,196	\$ 135,937

Expense:

Fund	Account	Current Budget	Amended Budget	Change to Budget
10200000-5000	Salaries and Wages -FT	\$ 5,698,002	\$ 5,753,072	\$ 55,070
10200000-5035	Retirement	455,497	459,903	4,406
10200000-5040	401k	291,701	294,455	2,754
10200000-5025	FICA	460,648	464,861	4,213
10221000-5000	Salaries and Wages -FT	4,770,739	4,827,799	57,060
10221000-5025	FICA	377,374	381,739	4,365
10221000-5015	Overtime	186,000	187,039	1,039
10221000-5035	Retirement	354,017	358,194	4,177
10221000-5040	401k	244,149	247,002	2,853
	Total	\$ 12,838,127	\$ 12,974,064	\$ 135,937

Balanced?

YES

Date approved by Board of Commissioners:



TOWN OF MOORESVILLE
FINANCIAL SUMMARY REPORT
5 MONTHS ENDING November 30, 2016

GENERAL FUND

	ORIGINAL BUDGET FY 2017	REVISED BUDGET FY 2017	ACTUAL TO DATE	YTD %
REVENUES				
AD VALOREM TAXES	\$ 34,225,000	\$ 34,225,000	\$ 15,786,028	46.12%
OTHER TAXES & LICENSES	152,000	152,000	60,658	39.91%
UNRESTRICTED INTERGOVERNMENTAL	19,604,148	19,604,148	5,393,454	27.51%
RESTRICTED INTERGOVERNMENTAL	1,781,275	2,451,342	904,679	36.91%
POWELL BILL STREET MAINTENANCE	960,000	960,000	516,492	53.80%
SALES & SERVICES	3,222,416	3,222,416	1,253,617	38.90%
INVESTMENT EARNINGS	100,000	100,000	69,274	69.27%
MISCELLANEOUS	1,004,935	1,004,935	448,777	44.66%
OPERATING TRANSFERS	2,350,538	2,350,538	-	0.00%
APPROPRIATED RESERVE - GENERAL FUND	3,906,425	5,706,023	-	0.00%
APPROPRIATED RESERVE - POWELL BILL	-	162,136	-	0.00%
	\$ 67,306,737	\$ 69,938,538	\$ 24,432,981	34.93%

EXPENDITURES

GENERAL ADMINISTRATION	\$ 17,905,330	\$ 18,350,738	\$ 7,654,005	41.71%
INFORMATION TECHNOLOGY	3,155,040	3,223,150	2,013,996	62.49%
DEVELOPMENT SERVICES	1,827,760	1,988,495	767,943	38.62%
PUBLIC SERVICES ADMINISTRATION	1,503,862	1,503,862	711,167	47.29%
POLICE	9,677,853	10,723,330	4,366,656	40.72%
FIRE	9,353,561	9,769,467	4,323,792	44.26%
STREETS & HIGHWAYS	3,616,356	3,664,971	1,049,257	28.63%
MAINTENANCE SHOP	862,965	862,965	448,088	51.92%
POWELL BILL STREET MAINTENANCE	960,000	1,122,136	838,856	74.76%
SANITATION	2,185,599	2,197,199	1,111,888	50.60%
PARKS & RECREATION	8,990,364	9,141,715	3,493,568	38.22%
LIBRARY	2,666,446	2,707,109	1,286,083	47.51%
BUILDING/GROUNDS MAINTENANCE	2,413,360	2,449,363	1,423,979	58.14%
ECONOMIC DEVELOPMENT	2,188,241	2,234,038	608,997	27.26%
	\$ 67,306,737	\$ 69,938,538	\$ 30,098,274	43.04%
			\$ (5,665,293)	

YTD FUND BALANCE INCREASE (DECREASE)

\$ (5,665,293)

UTILITY FUND

	ORIGINAL BUDGET FY 2017	REVISED BUDGET FY 2017	ACTUAL TO DATE	YTD %
REVENUES				
	\$ 25,503,782	\$ 26,267,140	\$ 10,517,133	40.04%
EXPENDITURES				
WATER & SEWER MAINTENANCE	\$ 19,436,879	\$ 19,914,794	\$ 5,167,443	25.95%
WATER TREATMENT	2,445,018	2,519,944	1,362,483	54.07%
WASTE WATER TREATMENT	3,621,885	3,832,402	1,795,223	46.84%
	\$ 25,503,782	\$ 26,267,140	\$ 8,325,149	31.69%
YTD FUND BALANCE INCREASE (DECREASE)			\$ 2,191,985	

OTHER FINANCIAL INFORMATION

GENERAL FUND: APPROPRIATED FUND BALANCE

ORIGINAL BUDGET	AMENDMENT	AGENDA ITEM / DATE	CURRENT BUDGET
	Prior Year Roll Forward		
	Police: US Dept. of Justice 2016 COPS Hiring Grant	4e	690,013
	Police: 3 Ford Interceptor SUV Replacement Vehicles	4k	334,672
	Police: My Sister's House Victim Advocates	4l	181,200
	Police: Special Victims Detective	4m	44,706
	Recreation: Mazeppa Bike Trail	3b	66,457
	General: Propane Conversion Kits (5)	3f	24,813
	Golf: Club House	6	24,800
			432,937
			\$ 5,706,023

Town of Mooresville

REQUEST FOR TOWN BOARD ACTION

To: The Honorable Mayor and Board of Commissioners
From: Rawls Howard, Planning Director
Subject: **PUBLIC HEARING** to consider a **CONDITIONAL REZONING** request from Epcon Communities Carolinas.

Public Hearing to consider a recommendation from the Mooresville Planning Board for a **Conditional Rezoning** request from Epcon Communities Carolinas. The property located on Blume Road is further referenced by Iredell County Tax Map PIN 4636-38-9207. The request is to rezone the property from R-3 (Single Family Residential) to RMX-C (Residential Mixed Use with Conditions).

The Planning Board recommended approval of the request at the December 8, 2016 Planning Board meeting.

ACTION RECOMMENDED:

Hold the Public Hearing

Consider the Statement of Reasonableness

Consider the Conditional Rezoning request

ATTACHMENTS:

Statement of Reasonableness

Staff Report

Maps and Site Plans

Land Use Plan

5 min – Staff Presentation

3 min – Each Speaker



Town of Mooresville
NORTH CAROLINA

Post Office Box 878
Mooresville, North Carolina 28115
Telephone 662-7040

PLANNING & COMMUNITY DEVELOPMENT

To: Mayor Miles Atkins and Honorable Board of Commissioners
From: Rawls Howard, Planning and Community Development Director
Date: January 3, 2017
Subject: January 3, 2017 Agenda, Town of Mooresville Town Board
Statement of Reasonableness and Compliance
ZC-2016-05
Blume Road

This request is in keeping with the Town of Mooresville Strategic Plan item six which promotes economic development. The request is in keeping with the Town of Mooresville's Comprehensive Land Use Plan which indicates this area as Peninsula Conservation.

Mayor Miles Atkins _____ Date

Rawls Howard, Director _____ Date
Planning and Community Development

STAFF REPORT



Case#: CZC 2016-10

Hearing Type:

- Original Zoning Rezoning Text Amendment
 Variance CUP Appeal of Admin. Decision

Consideration Dates:

Planning Board: December 8, 2016
Public Hearing: January 3, 2016
Consideration of Approval: January 3, 2016

Notifications:

Notices Mailed: November 21, 2016
Ad Publication Dates: November 23 & 30, 2016

Applicant(s): Epcon Communities Carolinas

Owner(s): Hugh & Glenn McKay ETAL

GENERAL INFORMATION

Not Applicable

Request: This request is to rezone 27.9 acres from R3 to RMX-C (Residential Mixed Use with Conditions) to facilitate the development of a small lot age targeted project. The request maintains the density at just under 3 units per acre.

Conditions (if applicable):

1. Concept Plan reviewed and approved

- Plan that indicates two entrance points off of Blume Road.
- The plan includes pedestrian connections to an adjacent existing residential development as well as a pedestrian connection to the adjacent commercial development.
- Applicant indicates that the streets will be privately owned and maintained.

2. Age targeted project

3. Density cap at 3 units per acre.

Planning & Community Development

Location: Corner of Blume & Brawley School Road

Parcel Number(s): 4636-38-9207 (portion)

Public Notification: November 21, 2016

Tract Size: 27.9 acres

SITE DATA

Not Applicable

Existing Use: Vacant

	Adjacent Zoning	Adjacent Land Uses
N	RA(Iredell)	Residential
E	CMX(Mooresville)	Commercial
W	R-20(Iredell)	Residential & Vacant
S	CMX(Mooresville)	Vacant & Commercial

Zoning History

Case #	Date	Request Summary
CZC 2016-10	12-8-2016	Conditional Rezoning

Applicable Small Area Plan Yes No

Applicable Plan(s):

ZONING DISTRICT STANDARDS

Not Applicable

District Summary *

Zoning District Designation:	Existing R3	Requested RMX-C
Max. Density:	3 units/acre	3 units per acre with RMX setbacks

Planning & Community Development

Typical Uses

Single Family residential

Mixed residential

*These regulations may not reflect all requirements for all situations; see the Town of Mooresville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

INFRASTRUCTURE AND SERVICE IMPACTS

Not Applicable

MAJOR ROADWAY IMPACTS:

ROAD ACCESS AND CAPACITY:

Roads	Capacity Deficiencies
Brawley School Road	None noted

ROAD PROJECTS AND STUDIES: NONE

Comments: Traffic Impact Analysis not required.

Road improvements may be required through Driveway Permit approval.

UTILITIES: CURRENT WATER AND SEWER AVAILABILITY

The site is currently connected to and utilizing the water and sewer system.

WATER:

Not Available Available

PROVIDER:

- Town Utilities
 Private
 Other

SIZE OF WATER LINE: 20 inch
LOCATION: Brawley School Road

SEWER:

Not Available Available

PROVIDER:

- Town Utilities
 Private
 Other

SIZE OF SEWER LINE: 8-inch Gravity
LOCATION: Adjacent parcel to the east. Easement
may be required

Comments:

ENVIRONMENTAL IMPACTS

Not Applicable

Located within a FEMA Flood Hazard Zone

Located within a Watershed Area. **WS-IV Critical Catawba Lake Norman**

OTHER SITE CONSIDERATIONS

Not Applicable

Will correct a split zoning on a parcel(s).

Potentially could create a *spot zoning*.

Located in a designated historic district.

Lot contains a historic structure or site

Classified as a Bona Fide Farm.

Cemetery known to be located on the parcel.

STAFF RECOMMENDATION SUMMARY

As the proposal is for an age targeted community, a Traffic Impact analysis is not required. The request is compliant with the Town of Mooresville Comprehensive Land Use Plan

Staff recommends approval of the request.

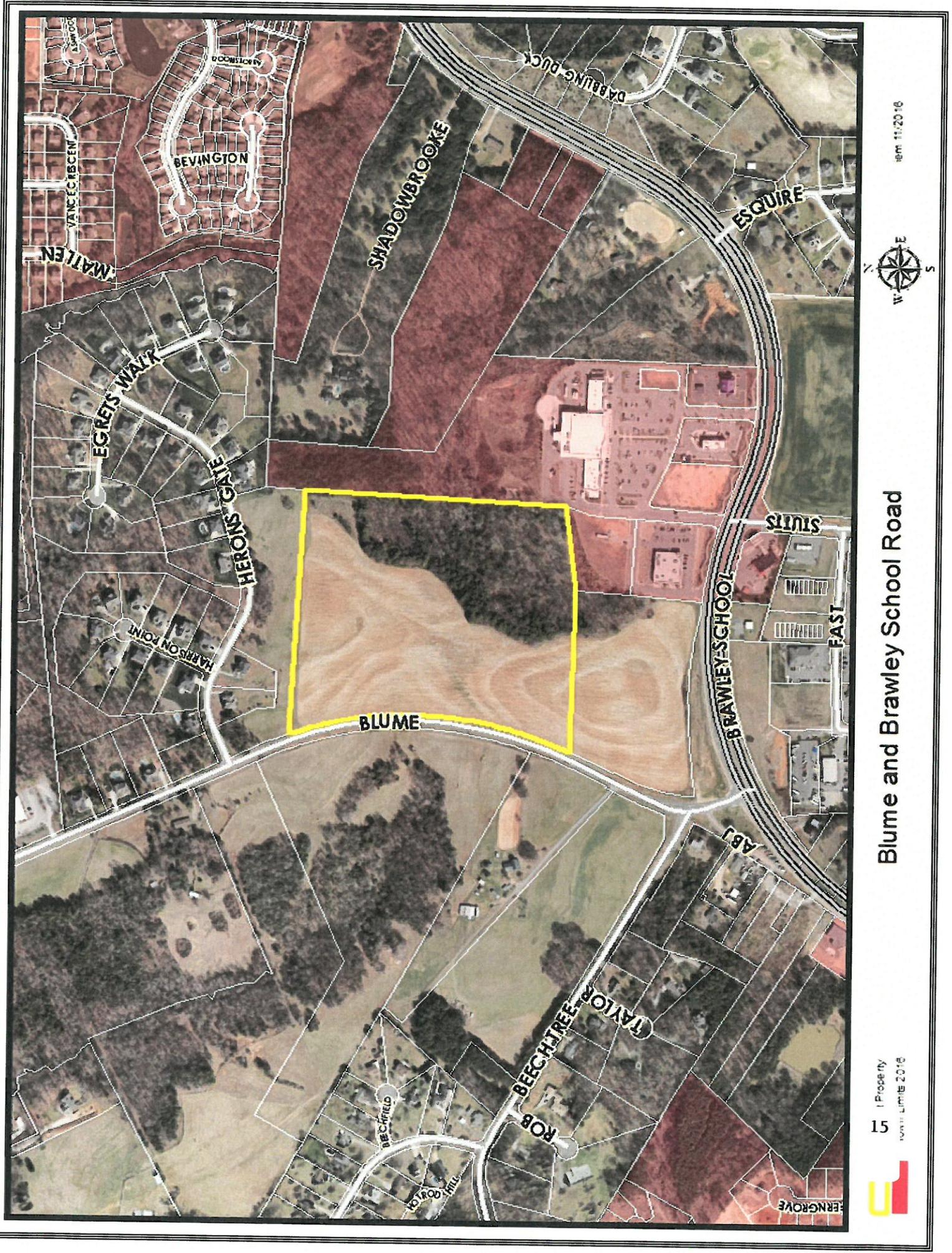
PLANNING BOARD RECOMMENDATION SUMMARY

Action:

The Planning Board finds that the proposed action
 x is is not consistent with the Mooresville Generalized Land Use Plan.

Passed x Denied (For 8 Against Abstained)

Commentary:



REV 11/2016



Blume and Brawley School Road

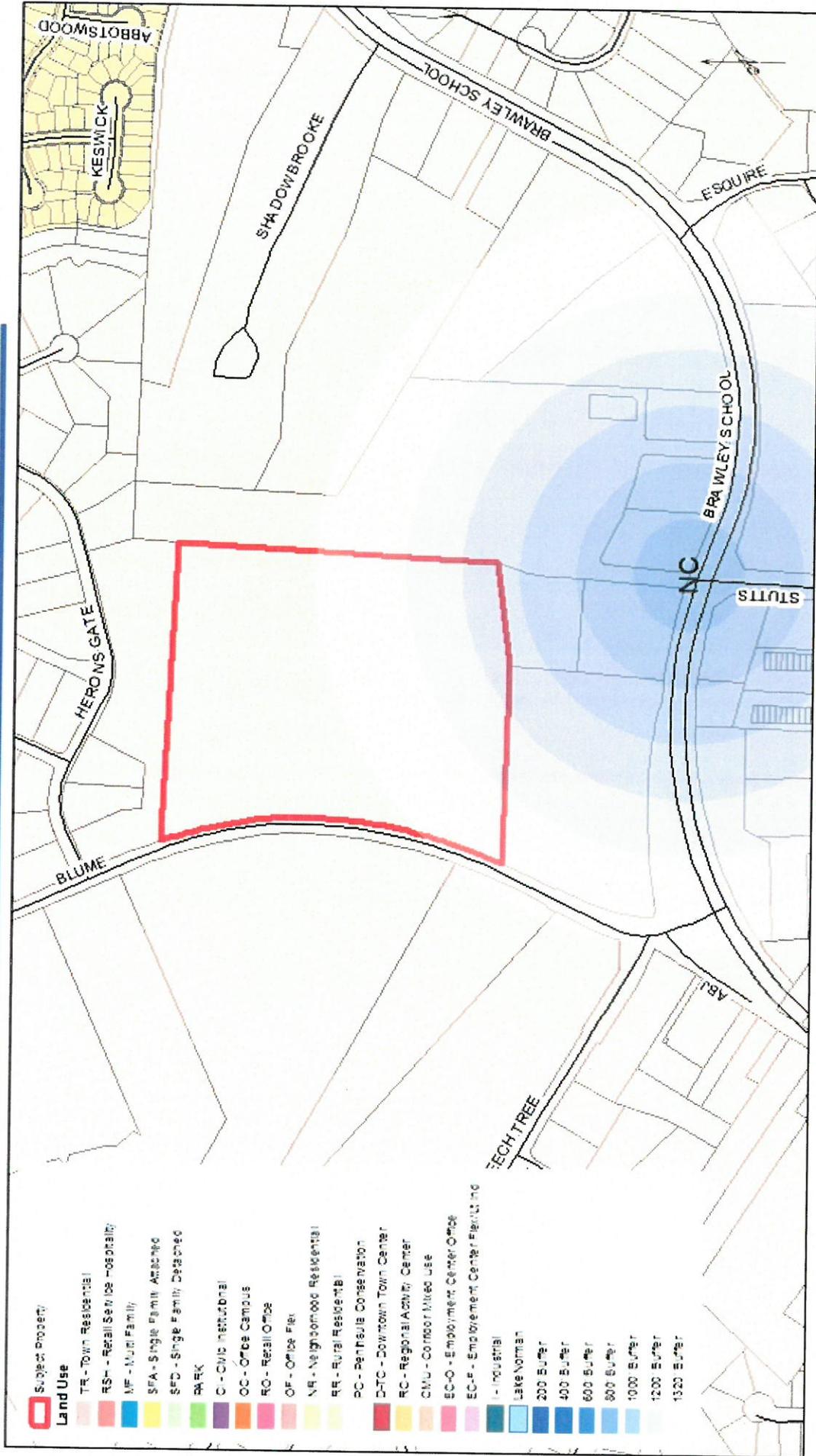
15 Property
LIMITS 2016





Blume and Brawley School Rd





Peninsula Conservation - The Peninsula Conservation area is intended to continue the low density residential land use pattern of the lake front communities. The geography of the area is a constraint for roadway access. The planning area is located in the Catawba River/Lake Norman WS-IV Critical Area.

Town of Mooresville

REQUEST FOR TOWN BOARD ACTION

To: The Honorable Mayor and Board of Commissioners
From: Rawls Howard, Planning Director
Subject: **PUBLIC HEARING** to consider a **TEXT AMENDMENT** to the Mooresville Zoning Ordinance.

Public Hearing to consider a recommendation from the Mooresville Planning Board for a **Text Amendment** to the Mooresville Zoning Ordinance.

TA-2016-10 Chapter 10, Subdivision Standards; 10.3.2 Street Access; Chapter 13, Definitions – It has been determined that there are high volume streets where there is a need to limit driveway access. In some cases it may be impractical to utilize an alley. The text amendment proposes a Limited Access Street.

The Planning Board recommended approval of the request at the December 8, 2016 Planning Board meeting.

ACTION RECOMMENDED:

Hold the Public Hearing

Consider the Statement of Reasonableness

Consider the Text Amendment to the Zoning Ordinance

ATTACHMENTS:

Statement of Reasonableness
Staff Report

5 min – Staff Presentation
3 min – Each Speaker



Town of Mooresville
NORTH CAROLINA

Post Office Box 878
Mooresville, North Carolina 28115
Telephone 662-7040

PLANNING & COMMUNITY DEVELOPMENT

To: Mayor Miles Atkins and Honorable Board of Commissioners
From: Rawls Howard, Planning and Community Development Director
Date: January 3, 2017
Subject: January 3, 2017 Agenda, Town of Mooresville Town Board
Statement of Reasonableness and Compliance
TA-2016-10

This request is in keeping with the recommendations of the Town of Mooresville Strategic Plan item:

Planning Strategy 3- Develop and document formal planning process procedures and improve related informational documents.

Planning Strategy 17- “Implement new plans, ordinances, and related tools for the Zoning Ordinance...”

Mayor Miles Atkins _____ Date

Rawls Howard, Director _____ Date
Planning and Community Development

Planning & Community Development

STAFF REPORT



Case#: TA 2016-10 Limited Access Streets

Hearing Type:

- Original Zoning Rezoning Text Amendment
- Variance CUP Appeal of Admin. Decision

Consideration Dates:

Planning Board: December 8, 2016
Public Hearing: January 3, 2017
Consideration of Approval: January 3, 2017

Applicant(s): Town of Mooresville

Owner(s):

GENERAL INFORMATION

Not Applicable

Request: It has been determined that there are high volume streets where there is a need to limit driveway access. In some cases, it may be impractical to utilize an alley. The text amendment proposed a Limited Access Street. The amendment would add text to Chapter 10 and Chapter 13 as listed below.

Chapter 10 Subdivision Standards

10.3.2 Street Access

Whenever a subdivision occurs that involves the creation of three or more residential (1- or 2-family detached dwellings) lots that front along a collector or more intense street classification, no direct private driveway access shall be provided from the individual lots within this subdivision onto these streets. In addition, the following shall apply to any 1- or 2-family residential subdivisions.

Where a tract of land to be subdivided adjoins a collector or more intense street classification, the subdivider shall be required to provide either:

1. a Limited Access street generally parallel to the collector or more intense street. Such Limited Access streets shall provide ingress and egress to the more intense street at two separate locations. The provided ingress and egress locations for this street shall be spaced a minimum of 200 ft. apart and 100 ft. from any other street intersection; or
2. provide frontage on an interior, local street. Where this frontage is established, private driveways shall be prevented from having direct access to the collector or more intense street classification; or
3. a rear alley from the Limited Access or Local Street providing access to the rear of the lots.

Planning & Community Development

Chapter 13 Definitions

STREET, LIMITED ACCESS

A street which carries local traffic from collector or more intense street classifications to individual lots. These streets shall serve a maximum of seven (7) individual lots and provide circulation for 1- or 2- family detached dwellings within a residential subdivision development. These streets shall provide separate ingress and egress points along, and will be generally parallel to, the feeder street. The purpose of this street classification is to avoid or limit individual driveways for residential uses onto collector or more intense road classifications.

Conditions (if applicable):

Location: NA

Parcel Number(s): NA

Public Notification: NA

Tract Size: NA

STAFF RECOMMENDATION SUMMARY

The proposed amendment will give another roadway possibility that can serve to lessen driveway cuts along high traffic streets.

Staff recommends approval of the request.

PLANNING BOARD RECOMMENDATION SUMMARY

Action:

The Planning Board finds that the proposed action

X is is not consistent with the Mooresville Generalized Land Use Plan.

Passed X Denied (For 8 Against Abstained)

Commentary:

Town of Mooresville

REQUEST FOR TOWN BOARD ACTION

To: The Honorable Mayor and Board of Commissioners
 From: Tim Brown, Senior Planner
 Subject: **Senior Housing at Cascade Street and Williams Street.**

Staff received a proposal for development of property at the southeast corner of Cascade Street and Williams Street from the Wesley Community Development Corporation (“Wesley”) in partnership with Community Foundations and Prosperity Unlimited (“Prosperity”). Wesley proposes to resubmit a 2015 application to the North Carolina Housing Finance Agency for Low Income Housing Tax Credits ("LIHTC") for development of property to finance the construction of 66-70 units of affordable housing for seniors aged 55 and older. The Board at its January 2015 meeting authorized a participation commitment donation of two acres for the project and finance the sale of 4.6 acres at the appraised value of the property with a term of 15 years at 2 percent annually which is the minimum required by the NCHFA. This participation commitment was conditioned on the project receiving a commitment of low income housing tax credits from NCHFA. In March of 2015, the Board approved a resolution authorizing the conveyance of the entire 6.6 acres for development of the proposed project. Because Wesley did not receive the tax credits, the Board’s 2015 approvals were of no effect. The Wesley Letter of Intent renews its request for the donation of the 6.6 acre site. The property will revert back to the Town if the project/property is sold.

If successful, this project advances the Town of Mooresville Redevelopment Plan and the Mooresville Housing Strategy by providing high quality affordable housing for seniors aged 55 and older.

ACTION RECOMMENDED:

Consider a participation commitment authorizing the Mayor to execute the documents necessary to convey the 6.6 acres to Wesley Community Development, contingent upon commitment of LIHTC low income housing credits from the North Carolina Housing Finance Agency.

ATTACHMENTS:

- Letter
- Letter of Intent
- Resolution Approving Conveyance
- Purchase and Sale Agreement
- Notice of Real Property Acquisition
- Site Plans



December 7, 2016

To: Rawls Howard, Planning Director – Town of Mooresville
Tim Brown, Senior Planner – Town of Mooresville

Re: Cascade Apartments, 608 Cascade Street, Mooresville, NC

Project Description

Wesley Community Development Corporation, Prosperity Unlimited, and Community Foundation of Mooresville are developing a project at 608 Cascade Avenue for 66 units of affordable one and two bedroom apartments. The project is designed to be independent living for senior citizens age 55 and older. Each unit will have a full kitchen, dining area, living room, spacious bedrooms, large bathroom, and balconies. The project will have a number of common amenities for the residents, including: large meeting room with an adjoining warming kitchen, exercise room, computer room/library, activity room, screened porch, picnic area, raised garden beds, and a walking path.

The project is designed as fully handicap accessible so the residents can age in place, thereby significantly reducing the cost of long term care as the residents age.

The project is targeted for seniors who earn between 30% of AMI for Iredell County (\$13,140) and 60% of AMI (\$26,280). Rents are projected to range from \$250 per month for tenants whose income is at 30% AMI to \$600 per month for tenants at 60% AMI. Average age of the residents is expected to be 70 or older. The monthly income of most residents will be a social security check.

Development Team

The development team is comprised of Wesley Community Development as the lead partner, Prosperity Unlimited, and Community Foundation of Mooresville. The development team will assume all financial risk associated with development of the property and long term ownership of the project. In January 2017 the development team will be submitting an application to the North Carolina Housing Finance Agency (NCHFA) for an allocation of Low Income Housing Tax Credits (LIHTC) that will finance approximately 80% of the cost of developing the project.

Redevelopment District

Cascade Apartments will be located at the intersection of Cascade and Williams Street. This site is within the Cascade Redevelopment District. The project will meet the requirements that the Town of Mooresville has established for development within the District.

As a result of being in the Cascade Redevelopment District, the Cascade Apartments can qualify for a unique category that has been established by NCHFA for allocating tax credits. There are six specific steps that must be followed in order to qualify as a "redevelopment project." These six steps are laid out in the attached letter from the Town of Mooresville to Wesley CDC.

Project Cost, Funding, and Developer Fee

Total project cost is expected to be approximately \$7,500,000 (all numbers are estimates and will be specified prior to beginning of construction).

Funding will come from a variety of sources:

1) Tax credit equity	\$6,000,000
2) Permanent loan	1,325,000
3) HOME – Prosperity Unlimited	90,000
4) HOME – Community Foundation	<u>85,000</u>
Total	\$7,500,000

Prosperity Unlimited is contributing 100% of its annual HOME funds of \$45,000 for 2016-17, and 100% of its anticipated allocation of HOME funds for 2017-18.

The development team anticipates earning a developer fee of \$500,000. The developer fee will be split among the development team based on their percentage of ownership:

Wesley CDC	60%
Prosperity Unlimited	20%
Community Foundation	20%

Timeline of Project

January 20, 2017	Preliminary Application for tax credits submitted to NCHFA
March 31, 2017	Site scores published by NCHFA
May 15, 2017	Full Application for tax credits submitted to NCHFA
August 15, 2017	NCHFA announces allocation of tax credits
First quarter 2018	Begin construction
First quarter 2019	Project completed, begin leasing



Roy Helm
President
(704) 924-8942, Ext. 1



January 3, 2017

Town of Mooresville
413 N. Main Street
Mooresville, NC 28115
Attn: Miles Atkins

Re: **Cascade Neighborhood Property**
6.6 acres at the southeast corner of Cascade Street and Williams Street
Mooresville, NC

Dear Mayor Atkins:

This letter constitutes a non-binding Letter of Intent ("Letter") for the purchase by Prosperity Unlimited, Inc. and Wesley Community Development Corporation ("Purchaser") of the above captioned property.

1. **Property to be Purchased and Conveyed:**

The captioned property comprising 6.60 acres listed on the attached Schedule B to this Letter located in Mooresville, Iredell County, North Carolina.

2. **Purchase Price:**

One thousand three dollars (\$1,350.00) plus or minus proration payable in cash at Closing. The property at closing will be free and clear of all other mortgages and/or liens.

3. **Contract for Purchase and Sale:**

Within five (5) business days after mutual execution and delivery of this Letter, Purchaser shall prepare an agreement of purchase and sale (the "Purchase Agreement") satisfactory to each of us and our respective attorneys. During this five (5) business day period, and, provided Purchaser has delivered a preliminary draft of such Purchase Agreement, up to an additional five (5) days during which Purchaser and Seller are negotiating such Purchase Agreement, Seller shall neither offer the Property for sale to, nor accept any offer of sale for the Property, nor negotiate regarding the sale of the Property with any other party. The Purchase Agreement will contain, among other things, the following provisions:

a. Reasonable warranties and representations (to the Seller's knowledge), regarding among other things, environmental matters, notices of code or zoning violations, any pending litigation or condemnation proceedings, reassessments affecting real estate taxes, Seller's authority to convey, and/or radon contamination. Seller's knowledge will be limited to information contained in independent third party reports.

b. Title to the Property will be conveyed to Purchaser by general warranty deed with title commitment exceptions that are not objected to by Purchaser during the initial Investigation Period and extended terms of the Purchase Agreement. If so requested by Purchaser, Seller will cooperate with Purchaser in attempting to remove any title exceptions to which Purchaser timely objects. If title exceptions are unable to be removed, purchaser will have the right to cancel this transaction.

4. Investigation Period:

Purchaser shall have an Investigation Period of one hundred twenty (120) days commencing on the day after full execution of the Purchase Agreement, to review and accept the items on the attached Schedule A, including:

- a. Documentation of any and all ground leases, cross easements and option agreements, their terms and conditions and assignability, if applicable;
- b. The condition of title and survey;
- c. A physical inspection of property, including an engineering study;
- d. A Phase I Environmental study;
- e. All other documentation or evidence relating to the ownership, zoning, financing, construction, income, expense, operation, leasing, and options of the Property.

Seller shall cooperate to make the property, its files, leases, easements and records available to Purchaser and Purchaser's Agents. Requested files to be made available within seven (7) days of contract signing. The Purchaser shall have the right, in its sole discretion, with or without cause, to terminate the Purchase Agreement by giving written notice to the Seller on or before the expiration of the Investigation Period. In such event, the earnest money deposit (described below), together with any interest thereon, shall be returned to Purchaser.

5. Term of Purchase Agreement:

a. Termination of Purchase Agreement: Purchase of the property is contingent upon an award of Low Income Housing Tax Credits ("LIHTC") by the North Carolina Housing Finance Agency ("NCHFA"). Failure to receive an award of LIHTC by August 31, 2017 this Letter of Intent and the Purchase Agreement null and void.

b. First Extension of Purchase Agreement: Upon completion of the Investigation Period, the initial term of the Purchase Agreement ("First Extension of the Purchase Agreement") shall run from the end of the Investigation Period until June 30, 2017. During the First Extension of the Purchase Agreement, Purchaser anticipates completing the full application for an allocation of LIHTC with NCHFA. Failure to submit a full application for LIHTC shall result in termination of this contract

c. Second Extension of Purchase Agreement: Upon completion of the First Extension of the Purchase Agreement, the second term of this Purchase Agreement ("Second Extension of the Purchase Agreement") shall run from July 1, 2017 until August 31, 2017. During the Second Extension of the Purchase Agreement, it is anticipated that NCHFA will announce the recipients of LIHTC.

d. Third Extension of Purchase Agreement: Upon completion of the Second Extension of the Purchase Agreement, the third term of this Purchase Agreement ("Third Extension of the Purchase Agreement") shall run from September 1, 2017 to December 31, 2017. During the Third Extension of the Purchase Agreement, Purchaser anticipates closing on the allocation of LIHTC from NCHFA. Failure of Cascade Apartments to receive an allocation of tax credits shall result in termination of this contract.

e. Notice of Cancellation of Contract: If at any time during the Investigation Period or any of the extension periods of the Purchase Agreement the Purchaser concludes that this project will be unable to obtain the commitment of funds required to purchase the property and fund the improvements to the property, Purchaser shall provide to Seller prompt written notice of cancellation of this Purchase Agreement. The decision to cancel the contract shall be at the sole and absolute discretion of the Purchaser, with or without cause. In such event, the Earnest Money deposit and all interest earned there on shall be returned to the Purchaser.

7. Zoning of Property:

Purchaser anticipates developing the property as multi-family housing for seniors aged 55 and older. The property is zoned RMX-MH and R-5.

8. Closing Costs:

Purchaser shall pay for accounting and other investigations made in connection with the due diligence review together with other closing costs customarily paid by Purchaser. Seller shall pay the recording and transfer or transaction taxes and fees, and other costs customarily paid by Seller. Each party shall pay their own attorney's and other consultants' fees.

9. Assignment of Purchase Agreement:

Purchaser anticipates obtaining Low Income Housing Tax Credits that will finance the majority of the construction of this project. Purchaser anticipates forming a partnership with another corporate entity to develop this property. Purchaser shall have the right to

Schedule A to Letter of Intent

- A. The most recent survey for the Property. The survey should include all easements across the Property for: above ground or below ground utilities; storm water retention, drainage, or runoff; and access across the Property to adjacent parcels.
- B. Copies of the most recent title policy or commitment for the Property.
- C. Copies of any and all other contracts and agreements relating to the ownership and maintenance of the Property.
- D. Copies of prior years' real estate tax bills, including special assessments or incentives, copies of all tax protests, related correspondence and protest results, for the Property.
- E. Copy of the Phase 1 environmental report for the Property, if available.
- F. All other third party engineering and environmental reports, appraisals, soil, and radon tests or studies, if available.
- G. Copies of any pending claims relating to the Property.
- H. A schedule of pending litigation affecting the Seller or the Property.
- I. Evidence of the zoning classification of the Property.
- J. Copies of all reports and studies relating to the abandoned cemetery and location of graves at the east end of School Street.

Schedule A to Town of Mooresville Letter

Property to be Sold and Donated by Town of Mooresville

#	<u>Acres</u>	<u>Parcel Number</u>	<u>Address</u>	<u>Date Acquired</u>	<u>Tax Value</u>	<u>Donate</u>
1	0.150	4667371138	Cascade St	7/11/2000	\$ 8,250	Donate
2	0.650	4667372233	Cascade St	2/28/2001	\$ 17,250	Donate
3	0.100	4667372386	Williams St	2/16/1995	\$ 13,500	Donate
4	0.450	4667373256	Williams St	8/18/1999	\$ 15,750	Donate
5	0.490	4667374239	Williams St	4/26/2000	\$ 15,750	Donate
6	0.470	4667375229	Williams St	4/26/2000	\$ 15,750	Donate
7	0.190	4667376361	Williams St	4/26/2000	\$ 4,500	Donate
8	0.590	4667371042	School St	12/12/2001	\$ 16,500	Donate
9	0.230	4667372004	School St	4/19/2005	\$ 14,250	Donate
10	0.220	4667372053	School St	8/18/1999	\$ 14,250	Donate
11	1.133	4667373095	School St	8/18/1999	\$ 21,000	Donate
12	0.687	4667366832	School St	5/15/2012	\$ 15,000	Donate
13	0.490	4667376039	School St	1/27/2006	\$ 15,750	Donate
14	0.750	4667377047	School St	5/15/2012	\$ 15,000	Donate
	<u>6.600</u>				<u>\$ 202,500</u>	

RESOLUTION APPROVING CONVEYANCE OF REAL PROPERTY TO A NONPROFIT CORPORATION PURSUANT TO G.S. § 160A-279

WHEREAS, the Town of Mooresville owns various tracts of land on Cascade Street, Williams Street, Burke Lane, and School Street; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation, if the city is authorized by law to appropriate money to the corporation; and

WHEREAS, North Carolina General Statute § 160A-497 authorizes a city to undertake programs for the assistance and care of its senior citizens and to contract and appropriate funds to private organizations in order to carry out such programs; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any activity that a city may carry out directly; and

WHEREAS, the Town of Mooresville has negotiated with Wesley Community Development Corporation (hereafter, Wesley) to convey the above-described property to Wesley, in order that Wesley may construct affordable housing for senior citizens age 55 and older; and

WHEREAS, the statutory authority cited herein, along with the authority given to a city council pursuant to North Carolina General Statutes §§ 160A-456(b) and 157-9, authorizes a city to offer programs that assist in the development of affordable housing; and

WHEREAS, the construction of affordable housing for senior citizens will assist the town in meeting the needs of its senior citizens;

THEREFORE, THE TOWN BOARD FOR THE TOWN OF MOORESVILLE RESOLVES THAT:

1. The Mayor is authorized to execute all documents necessary to convey title to the following property:

Being that property described as follows (such acreage being more or less subject to survey by Grantee):

- .150 acres located on Cascade Street, Deed Book 1207, Page 1984 (PIN # 4667371138).
- .650 acres located on Cascade Street, Deed Book 1244, Page 1342 (PIN # 4667372233).
- .115 acres located on Williams Street, Deed Book 941, Page 1316 (PIN # 4667372386).
- .457 acres located on Burke Lane, Deed Book 1158, Page 1137 (PIN # 4667373256).
- .490 acres located on Williams Street, Deed Book 1196, Page 889 (PIN # 4667374239).
- .470 acres located on Williams Street, Deed Book 1196, Page 889 (PIN # 4667375229).
- .190 acres located on Williams Street, Deed Book 1196, Page 889 (PIN # 4667376361).
- .586 acres located on School Street, Deed Book 1305, Page 1079 (PIN # 4667371042).
- .230 acres located on School Street, Deed Book 1638, Page 2186 (PIN # 4667372004).
- .220 acres located on School Street, Deed Book 1158, Page 1137 (PIN # 4667372053).
- 1.133 acres located on School Street, Deed Book 1158, Page 1137 (PIN # 4667373095).
- .687 acres located on School Street, Deed Book 2174, Page 2260 (PIN No. 4667366832).
- .490 acres located on School Street, Deed Book 1718, Page 631 (PIN # 4667376039).
- 1.72 acres located on School Street, Deed Book 2174, Page 2260 (PIN # 4667377047).

2. The consideration of the conveyance is the following condition, covenant, and restriction (or similar language as may be determined by the parties provided that the intent of such condition, covenant, and restriction remain the same) which shall be incorporated in the deed by the town to Wesley:

a. The property being conveyed is to be used to provide low income housing for senior citizens, ages 55 and older. In the event that at any point less than fifty percent of the housing units are no longer being used for such purpose, then in such event Wesley shall immediately pay to the Town the amount of \$197,500.00, or such amount being the current appraised value of the properties, whichever is greater.

3. The Mayor is authorized to execute a Purchase and Sale Agreement attached to this Resolution.

4. In the event that Wesley does not receive a commitment of Low Income Housing Tax Credits to finance the construction of such housing for the year 2017, this Resolution shall be void and of no effect.

5. The Town Clerk shall publish a notice summarizing the contents of this resolution and the property may be conveyed at any time 10 days after publication of the notice but such conveyance shall not occur until such time that Wesley has provided documentation sufficient to the Town that it has received a commitment from the North Carolina Housing Financing Agency for Low Income Housing Tax Credits.

Adopted this the 3rd day of January, 2017.

Miles Atkins, Mayor

Attest:

Janet Pope, Town Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between Wesley Community Development Corporation, a North Carolina nonprofit corporation and Prosperity Unlimited, Inc., a North Carolina nonprofit corporation ("Purchaser") and the Town of Mooresville, a North Carolina municipality ("Seller") (said designations shall include the respective parties and their respective successors in interest or assigns).

RECITALS

WHEREAS, Purchaser and Seller entered into a Letter of Intent dated _____, 2017 ("Letter of Intent") for the purchase of 6.6 acres at the southeast corner of Cascade Street and Williams Street in Mooresville, North Carolina ("Property"); and

WHEREAS, Purchaser and Seller wish to memorialize the terms of the Purchaser's agreement to purchase the Property; and

WHEREAS, the Letter of Intent sets forth certain terms and conditions for the purchase of the Property; and

WHEREAS, Seller approved the sale of the Property to Purchaser at a regularly scheduled meeting of the Mooresville Board of Commissioners held at 6:00 PM on January 3, 2017 at the Mooresville Town Hall; and

NOW, THEREFORE, in consideration of the premises and in further consideration of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. TERMS AND CONDITIONS OF PURCHASE AGREEMENT. Purchaser and Seller agree that all of the terms and conditions contained within the Letter of Intent shall govern the terms and conditions upon which the Purchaser agrees to purchase and the Seller agrees to convey the Property to Purchaser. Therefore, the Letter of Intent attached to this Agreement as Exhibit A and all of the terms and conditions contained therein are incorporated into this Agreement.

2. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Purchaser:

Wesley Community Development Corporation
13816 Professional Center Drive, Suite 200

Huntersville, North Carolina 28078
Attention: Roy J. Helm, Jr., President

With a copy to:

Prosperity Unlimited, Inc.
1660 Garnett Street
Kannapolis, North Carolina 28083
Attention: Louise Mack

With a copy to Purchaser's counsel:

Susan Y. Ellinger
Ellinger & Carr, PLLC
2840 Plaza Place, Suite 200
Raleigh, North Carolina 27612

If to Seller:

Town of Mooresville
413 N. Main Street
Mooresville, North Carolina 28115
Attention: Tim Brown, Senior Planner

Any party may, from time to time, by notice as herein provided, designate a different address or authorized person to which notice shall be sent.

3. EARNEST MONEY ESCROW. Pursuant to Section 5 of the Letter of Intent, Purchaser has agreed to deposit Earnest Money of \$1,350, and Seller agrees that such deposit shall be made to the non-interest bearing trust account of Purchaser's counsel, Ellinger & Carr, PLLC, and Susan Y. Ellinger is appointed as Escrow Agent pursuant to the terms and conditions of the Escrow Agreement attached hereto (the "Escrow Agreement"). Escrow Agent shall hold the Earnest Money in trust for the benefit of the Purchaser and Seller, and shall return the Earnest Money to Purchaser within five (5) business days of any Purchaser notice of cancellation of this Agreement, pursuant to the terms of Section 6.d. of the Letter of Intent. In the event of any dispute between Purchaser and Seller concerning the Earnest Money, Escrow Agent shall make distributions of the Earnest Money only as set forth in the Escrow Agreement.

4. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement by and between the parties. All prior or contemporaneous oral or written agreements or instruments are merged herein. No amendment to this Agreement shall be effective unless the same is in writing and signed by the parties hereto.

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

6. COUNTERPARTS. This Agreement may be signed in counterparts, each of which is an original and all of which constitute one document.

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement *under seal*, the day and year first above written.

PURCHASER:

WESLEY COMMUNITY DEVELOPMENT CORPORATION
a North Carolina nonprofit corporation

By: _____ [SEAL]

Name: Roy J. Helm, Jr.

Its: President

NORTH CAROLINA

_____ COUNTY

I, a Notary Public for the state and county aforesaid, certify that _____ personally appeared before me this day and acknowledged that s/he is the _____ of Wesley Community Development Corporation, a North Carolina nonprofit corporation, and that he as _____, by the authority duly given and as the act of the corporation, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal this the ____ day of _____, 2017.

Notary Public

Print Name: _____

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

PROSPERITY UNLIMITED, INC
a North Carolina nonprofit corporation

By: _____ [SEAL]
Name: Louise Mack
Its: President

NORTH CAROLINA
_____ COUNTY

I, a Notary Public for the state and county aforesaid, certify that _____
personally appeared before me this day and acknowledged that s/he is the
_____ of Prosperity Unlimited, Inc, a North Carolina nonprofit corporation,
and that she as _____, by the authority duly given and as the act of the
corporation, executed the foregoing on behalf of the corporation. Witness my hand and
official stamp or seal this the ____ day of _____, 2017.

Notary Public

Print Name: _____
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

[NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

SELLER:

TOWN OF MOORESVILLE
a North Carolina municipality

By: _____ [SEAL]

Print Name: Miles Atkins, Mayor

Attest: _____
Janet Pope, Town Clerk

NORTH CAROLINA

IREDELL COUNTY

I, the undersigned Notary Public of the County and State aforesaid, certify that Janet Pope personally came before me this day and acknowledged that she is the Town Clerk of the Town of Mooresville, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

Witness my hand and Notarial stamp or seal this the ____ day of January, 2017.

Notary Public

Print Name: _____
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

Exhibit A

Letter of Intent

NOTICE OF REAL PROPERTY ACQUISITION

This Pre-Contract Agreement (Agreement) is for the property located at the following address:

Southeast corner of Cascade Street and Williams Street
6.6 acres

in Mooreville, Iredell county, NC between the following parties:
City County

Buyer: Wesley CDC Address: 13816 Professional Center Dr, Ste 200
Huntersville, NC 28078

Seller: Town of Mooreville Address: 413 N. Main Street
Mooreville, NC 28115

Agreement Conditions

The Buyer is seeking federal funds through the State of North Carolina's HOME Investment Partnership Program to acquire property owned by the Seller to construct a multifamily rental project (Project). In accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, and all rules and/or regulations implemented or promulgated thereunder, the Seller is hereby notified that:

Voluntary Sale

1. This sale is voluntary. The Buyer does not have the power of eminent domain and cannot acquire the property if negotiations fail to result in an agreement.
2. Because this is a voluntary transaction, the Buyer will be unable to acquire the property offered for sale if negotiations fail to result in an agreement.
3. The Buyer will inform the Seller of the property's estimated fair market value prior to acquisition.
4. While federal funds will be used in the acquisition of the Seller's property, the Seller WILL NOT be entitled to any relocation benefits.
5. Any tenant legally occupying the property is eligible to receive relocation assistance and benefits as identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Timely Notices

1. The Seller authorizes the Buyer, the funding agency, or a designated representative to provide to each resident (if any) notices required by HUD's instructions found in HUD Handbook 1378.
2. The Seller authorizes the Buyer, the funding agency, or a designated representative to provide or permit to be provided a notice of denial to any person who wishes to apply to become a tenant. Before signing a lease and commencing occupancy, the person must be informed of the following:
 - A. If the Project is funded, the person may be displaced; and,
 - B. The person would not qualify as a "displaced person" as a result of the Project and would therefore not be eligible to receive relocation assistance or benefits.

Recordkeeping

1. The Seller agrees to provide the Buyer, the funding agency, or a designated representative the name and address of each resident (if any).
2. The Seller authorizes the Buyer, the funding agency, or a designated representative to survey each resident (if any) to determine relocation costs and housing needs.

According to the Real Properties Acquisition Policies Act of 1970 with HOME funds, an activity or series of activities in a HOME assisted project that are integrally related, each essential to the others, whether or not all of the component activities receive HUD financial assistance, are subject to HUD's implementing instructions.

Agreement Acceptance

The Buyer and Seller understand if the conditions of this Agreement are not complied with, either party may terminate the real property sales contract (Contract) by notifying the other party by certified mail, return-receipt requested, the Contract is terminated. The Buyer and Seller: 1) voluntarily accept these Agreement conditions; and, 2) agree to enter into a Contract for the property identified in this Agreement.

Town of Mooresville
Name/Entity of Seller

Miles Atkins
Name (if Seller is an Entity)

Mayor
Title

Signature of Seller

Date: _____
Must be executed before or simultaneous to the Option or Contract

Wesley Community Development Corporation
Name/Entity of Buyer

Roy Helm
Name (if Buyer is an Entity)

President
Title

Signature of Buyer

Date: _____
Must be executed before or simultaneous to the Option or Contract

This drawing has been commissioned by the client and is the property of Trise Kjester Architects. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the architect's written consent.

Cascade Senior Apartments

Moorestville, NC
 Job Number: 0002
 Date: 05.16.14
 Revisions:



SITE NOTES:

- 8 DWELLING UNITS IN QUAD CONFIGURATION (8 ONE BEDROOMS)
 - 58 DWELLING UNITS IN A CONGREGATE BUILDING (32 ONE BEDROOMS /26 TWO BEDROOMS)
 - 64 PARKING SPACES (INCLUDES 8 HC SPACES)
 - +/- 6.6 ACRES TOTAL SITE AREA
 - FOUNDATION PLANTING SHALL BE PROVIDED AROUND BUILDINGS
- SITE and COMMON AREA AMENITIES:**
- COVERED PICNIC AREA WITH 2 TABLES AND ONE GRILL (150 SF)
 - OUTDOOR SITTING AREAS WITH BENCHES
 - SCREENED PORCH (150 SF)
 - RESIDENT COMPUTER CENTER WITH 2 COMPUTERS

9/5/2014 P:\2014\CI.1\CI.1.dwg 11/11/2014 10:00 AM

This drawing has been computer-generated and is the property of Tise Kjester Architects, Inc. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Tise Kjester Architects, Inc.

Cascade Senior Apartments
 Mooresville, NC
 Job Number: 0000
 Date: 05.16.14
 Revisions:

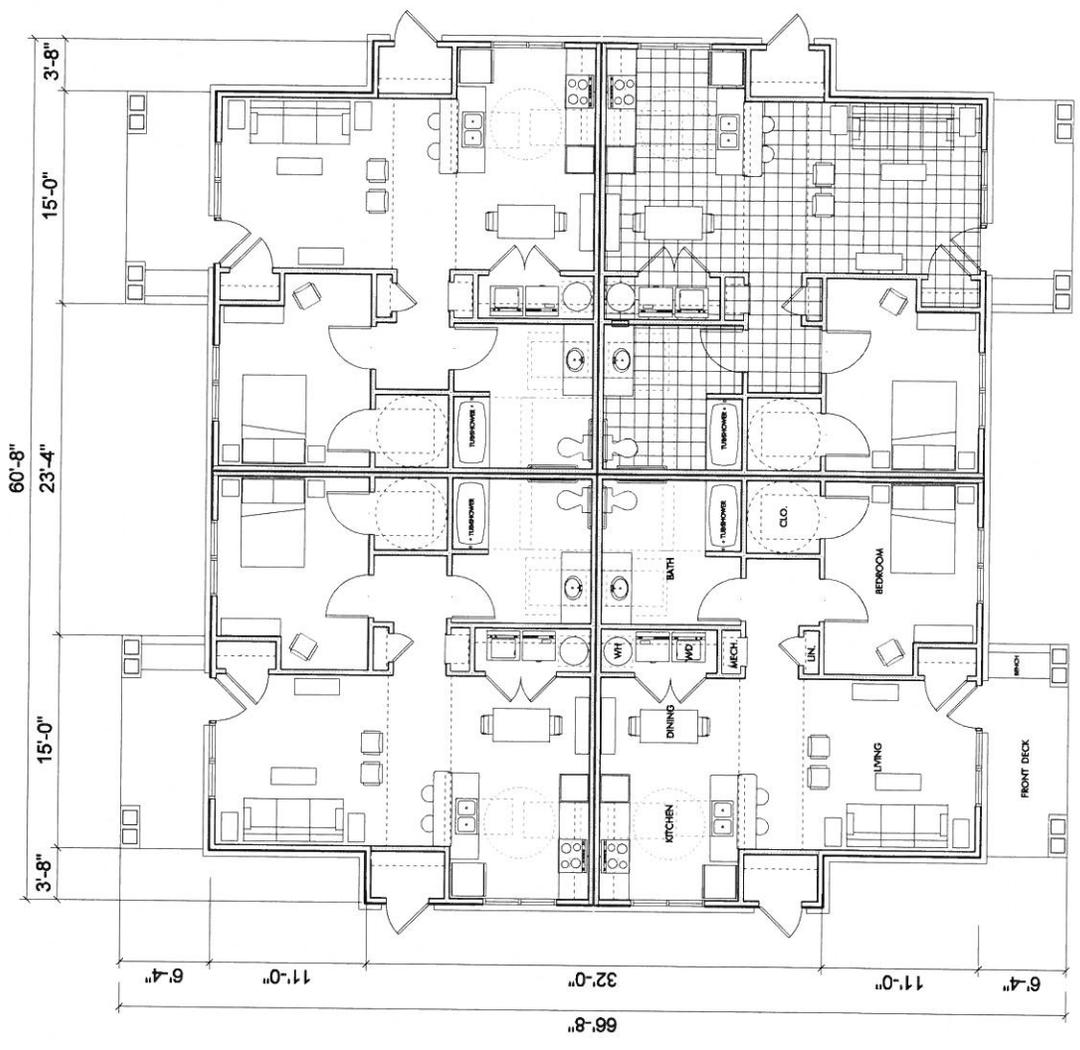


Plan
 Quad Buildings
 Sheet

A1.4

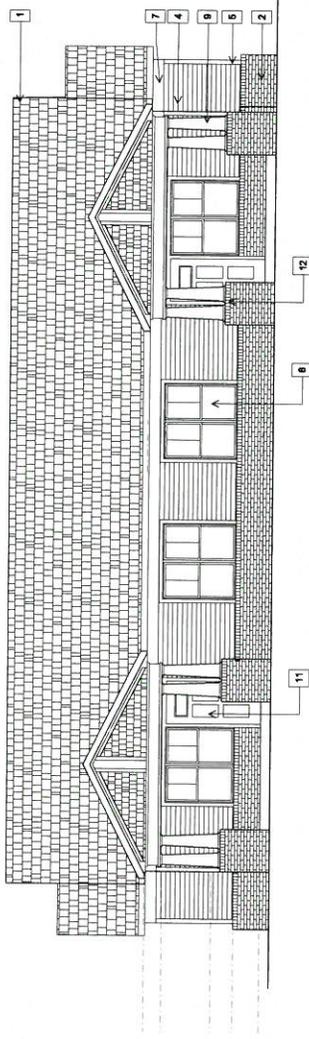
CASCADE SENIOR APARTMENTS QUAD AREA CHART

QTY	Space	Heated SF	Net SF	Gross SF
8	One Bedroom Unit	715	3,057	3,489
2	Quad Building			



Plan - Quad Buildings
 Scale: 1/4" = 1'-0"

- 1 30 YEAR ARCHITECTURAL SHINGLE
- 2 BRICK No. 1 - MODULAR
- 3 BRICK No. 2 - ACCENT - MODULAR
- 4 SOLID VINYL LAP SIDING - 4" EXPOSURE
- 5 5/4" SOLID VINYL TRIM
- 6 5/4" HORIZONTAL SOLID VINYL TRIM WITH CONT. PREFINISHED FLASHING, TYP.
- 7 CONT. VINYL WRAPPED FASCIA WITH PREVENTED VINYL SOFFIT PANEL, TYP.
- 8 SOLID VINYL DOUBLE HUNG WINDOW WITH LOW-E DOUBLE GLAZING, TYP.
- 9 SOLID PVC PANEL WITH 5/4" PVC TRIM, TYP.
- 10 VINYL SHAKE PANEL
- 11 INSULATED METAL DOOR
- 12 DECORATIVE BRICK COURSE, TYP.



Key Notes 3

Front Elevation - Quad Buildings 2

Scale: 1/4" = 1'-0"

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Cascade Senior Apartments
 Mooresville, NC

Job Number: 0000
 Date: 05.14.14
 Revisions:

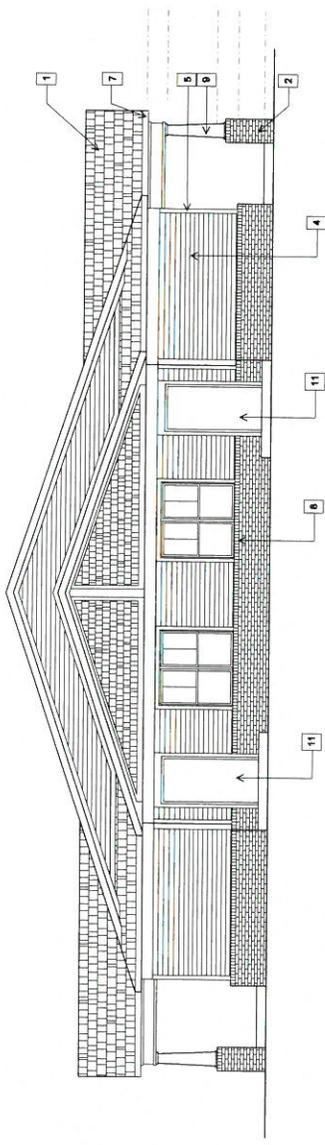


Elevations
 Quad Buildings
 Sheet

A3.4

Side Elevation - Quad Buildings 1

Scale: 1/4" = 1'-0"



Town of Mooresville

REQUEST FOR TOWN BOARD ACTION

To: The Honorable Mayor and Board of Commissioners
From: Allison Kraft, Engineering Director
Subject: **Supplemental Agreement – West Wilson Avenue and West McLelland Avenue Improvement Projects.**

There are two alternatives for a supplemental agreement to the West Wilson Avenue and West McLelland Avenue Improvement Projects.

Alternate 1- Consider Supplemental Agreement #1 to the STEWART Engineering Inc. contract in the amount of \$28,961 for additional work on the West Wilson Avenue and West McLelland Avenue Improvement Projects. This agreement will increase the contract amount from \$499,674.80 to \$528,635.80. This agreement is for the work required to prepare and apply for a Conditional Letter of Map Revision (CLOMR) from Federal Emergency Management Association (FEMA) based on hydraulic analysis compiled from the current design.

Alternate 2- Consider Supplemental Agreement #1 to the STEWART Engineering Inc. contract in the amount of \$57,409 for additional work on the West Wilson Avenue and West McLelland Avenue Improvement Projects. This agreement will increase the contract amount from \$499,674.80 to \$557,083.80. This agreement is for the work required to prepare and apply for a Conditional Letter of Map Revision (CLOMR) from Federal Emergency Management Association (FEMA) based on hydraulic analysis compiled from the current design and realignment of the intersection of West Lowrance Avenue and Golf Course Drive and signal warrant analysis for the intersection of West Wilson Avenue and West Lowrance Avenue.

Alternate 2 is staff's recommendation assuming this will be a part of the second group of GO Bond funded projects. Staff feels that this will address issues surrounding the current intersection of West Wilson Avenue, Golf Course Drive and West Lowrance and the consultant will be able to apply for all of the work for the CLOMR in a combined package since the intersection realignment will require a similar map revision.

ACTION RECOMMENDED:

Consider a Supplemental Agreement to the STEWART Engineering Inc. contract

Consider Amendment 1 to the West Wilson Improvements Capital Project Budget Ordinance

Consider Amendment 10 to the 2015 Street Bonds Capital Project Budget Ordinance

(continued next page)

ATTACHMENTS:

Alternate 1
Alternate 2 and preliminary map
Amendment 1
Amendment 10



Town of Mooresville - W. Wilson Avenue

Supplemental Agreement for CLOMR on the Pedestrian Bridge over Reeds Creek, Providing Bridge Plans and Boarwalk Plans for pedestrian crossing no. 1 over Reeds Creek, and Roadway Plan updates due to revisions.

December 8, 2016

	Principal	Project Manager	Senior Engineer	Engineer	Designer / Technician	Direct Expenses	TASK	TASK COST
	\$180.00	\$150.00	\$120.00	\$105.00	\$95.00		MANDAYS	
Hydraulic Design - Ecological Engineering								
CLOMR		10	36	80	32	\$150.00	19.75	\$17,410.00
							0	\$0.00
							19.75	\$17,410.00

	Project Manager	Discipline Project Engineer	Professional Engineer	Engineer Intern		Direct Expenses	TASK	TASK COST
	\$151.00	\$123.00	\$102.00	\$75.00			MANDAYS	
Roadway Design								
Revision due to CLOMR	4	8	24	16		\$75.00	6.5	\$5,311.00
							0	\$0.00
							6.5	\$5,311.00

	Project Manager	Discipline Project Engineer	Professional Engineer	Engineer Intern		Direct Expenses	TASK	TASK COST
	\$151.00	\$123.00	\$102.00	\$75.00			MANDAYS	
Structures								
Addition of Boardwalk to Ped. Bridge No. 1 due to CLOMR	8	20					3.5	\$3,668.00
Bid Options for Asthetics on Bridge	4	16					2.5	\$2,572.00
							0	\$0.00
							6	\$6,240.00

TOTAL MANDAYS:	32.25
TOTAL PAYROLL BURDEN:	\$28,736.00
DIRECT EXPENSES:	\$225.00

GRAND TOTAL:	\$28,961.00



Town of Mooresville - W. Wilson Avenue

STEWART

Supplemental Agreement for CLOMR on the Pedestrian Bridge over Reeds Creek, Providing Bridge Plans and Boardwalk Plans for pedestrian crossing no. 1 over Reeds Creek, and Roadway Plan updates due to revisions. Also included is the Realignment of W. Lowrance Ave and Golf Course Drive with associated utility coordination and signal warrant determination.

December 8, 2016

	Principal	Project Manager	Senior Engineer	Engineer	Designer / Technician	Direct Expenses	TASK	TASK COST
Hydraulic Design - Ecological Engineering	\$180.00	\$150.00	\$120.00	\$105.00	\$95.00		MANDAYS	
CLOMR		10	36	80	32	\$150.00	19.75	\$17,410.00
W. Lowrance Realignment		6	8	16	4		4.25	\$3,920.00
							24	\$21,330.00

	Project Manager	Senior Engineer	Engineer	Designer / Technician	Designer / Technician	Direct Expenses	TASK	TASK COST
Erosion Control - Ecological Engineering	\$150.00	\$150.00	\$120.00	\$105.00	\$95.00		MANDAYS	
W. Lowrance Realignment		2	4	12	2		2.5	\$2,230.00
							0	\$0.00
							2.5	\$2,230.00

	Project Manager	Discipline Project Engineer	Professional Engineer	Engineer Intern		Direct Expenses	TASK	TASK COST
Roadway Design	\$151.00	\$123.00	\$102.00	\$75.00			MANDAYS	
Revision due to CLOMR	4	8	24	16		\$75.00	6.5	\$5,311.00
W. Lowrance Realignment	4	12	24	16			7	\$5,728.00
Golf Course Drive Realignment	4	4	12	16			4.5	\$3,520.00
							18	\$14,559.00

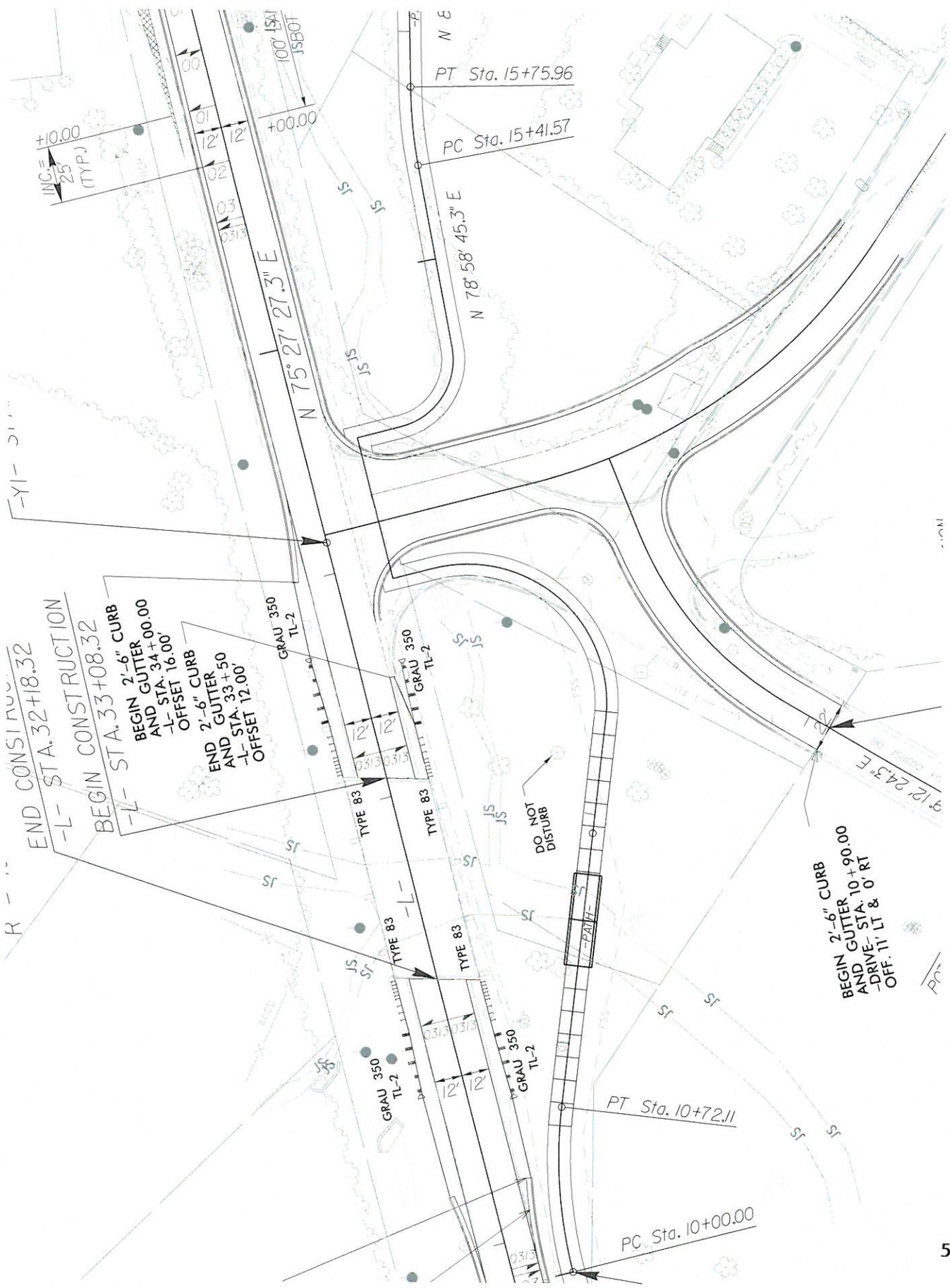
	Project Manager	Discipline Project Engineer	Professional Engineer	Engineer Intern		Direct Expenses	TASK	TASK COST
Utility Coordination	\$151.00	\$123.00	\$102.00	\$75.00			MANDAYS	
W. Lowrance Realignment		12	24			\$55.00	4.5	\$3,979.00
Meetings with Utility Owners	16	16				\$187.00	4	\$4,571.00
							8.5	\$8,550.00

	Project Manager	Discipline Project Engineer	Professional Engineer	Engineer Intern		Direct Expenses	TASK	TASK COST
Structures	\$151.00	\$123.00	\$102.00	\$75.00			MANDAYS	
Addition of Boardwalk to Ped. Bridge No. 1 due to CLOMR	8	20					3.5	\$3,668.00
Bid Options for Aesthetics on Bridge	4	16					2.5	\$2,572.00
							0	\$0.00
							6	\$6,240.00

	Lump Sum					Direct Expenses	TASK	TASK COST
Signal Investigation - Runey Kemp & Associates							MANDAYS	
Determination of Signal Warrant at W. Wilson & W. Lowrance Ave.	\$4,500.00						0	\$4,500.00
							0	\$0.00
							0	\$4,500.00

TOTAL MANDAYS:	59.00
TOTAL PAYROLL BURDEN:	\$56,942.00
DIRECT EXPENSES:	\$467.00

GRAND TOTAL:	\$57,409.00
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**West Wilson Avenue Improvements Capital Project Budget Ordinance for
the Town of Mooresville – Amendment 1**

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, 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 design, acquisition, construction, renovation, and improvement of West Wilson Avenue and the acquisition of any necessary furnishings and equipment, land, right-of-way and easement in land required therefore to be financed by the sale of general obligation bonds.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the bond resolution and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Design	\$ 332,785
Total Appropriations	\$ 332,785

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

Proceeds from General Obligation Proceeds	\$ 332,785
Total Estimated Revenues	\$ 332,785

Section 5: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy reporting requirements. The terms of the bond resolution also shall be met.

Section 6: Funds may be transferred from the General Fund for the purpose of making payments as due.

Section 7: The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed \$100,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, and the Budget Officer and the Finance Director for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 12: See Attachment 1 for detailed summary of amendment.

Adopted this the 3rd day of January, 2017.

Miles Atkins, Mayor

Attest: _____
Janet Pope, Town Clerk



Town of Mooresville Project Budget Ordinance Amendment

Date: January 3, 2017
Project: West Wilson Avenue

Prior Budget:

West Wilson Avenue		
Design	Construction	Total
\$ 275,376	\$ -	\$ 275,376

Change:

Transfer from Street Bond Holding		
\$ 57,409	\$ -	\$ 57,409

New Budget:

West Wilson Avenue		
Design	Construction	Total
\$ 332,785	\$ -	\$ 332,785

**2015 Street Bonds Capital Project Budget Ordinance for the Town of
 Mooresville – Amendment 10**

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, 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 acquisition, construction, renovation, and improvement of transportation capital projects and the acquisition of any necessary furnishings and equipment, land, right-of-way and easement in land required therefore to be financed by the sale of general obligation bonds.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the bond resolution and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Capital Projects	\$ 2,161,595
Total Appropriations	\$ 2,161,595

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

Proceeds from General Obligation Proceeds	\$ 2,130,506
Interest Earnings as of October 31, 2016	31,089
Total Estimated Revenues	\$ 2,161,595

Section 5: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy reporting requirements.

Section 6: Funds may be transferred from the General Fund for the purpose of making payments as due.

Section 7: The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not

exceed \$100,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, and the Budget Officer and the Finance Director for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 12: See Attachment 10 for detailed summary of amendment.

Adopted this the 3rd day of January, 2017.

Miles Atkins, Mayor

Attest: _____
Janet Pope, Town Clerk



Town of Mooresville Project Budget Ordinance Amendment

Date: January 3, 2017
Project: Streets Holding

Prior Budget:

Street Bond Holding			
Interest Earning	Bond Proceeds	Total	
\$ 29,070	\$ 2,187,915	\$ 2,216,985	Amendment 9

Change:

Transfer to Main Street/Statesville Avenue Project			
\$ -	\$ (57,409)		

Interest Earned			
\$ 2,019	\$ -		

New Budget:

Street Bond Holding			
Interest Earning	Bond Proceeds	Total	
\$ 31,089	\$ 2,130,506	\$ 2,161,595	Amendment 10

12. New Business

13. Closed Session – G.S. 143-318.11

A. Consult with Attorney – G.S. 143-318.11(a)(3)

B. Personnel – G.S. 143-318.11(a)(6)