

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, AUGUST 13, 2018 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104**

AGENDA

Prayer – Dr. Jeff Gardner, Threshold Church

1. OPEN THE MEETING
2. PLEDGE OF ALLEGIANCE
3. DETERMINATION OF QUORUM
4. ADDITIONS, DELETIONS AND/OR ADOPTION OF THE AGENDA
5. PUBLIC COMMENTS
6. RECOGNITION OF DEPUTY CHRIS BLACK AND DEPUTY JACKSON HUNT
7. CONSENT AGENDA
 - A. Adopt Proclamation #P-2018-02 Proclaiming September 17 -23, 2018 as Constitution Week
 - B. Adopt Disposal of Surplus Personal Property Policy
 - C. Appoint Janet Peirano as Assistant Zoning Administrator
8. APPROVAL TOWN COUNCIL MINUTES
 - A. July 9, 2018 Town Council Regular Meeting Minutes
9. OLD BUSINESS
 - A. Discussion and Consideration of Proposals for Site Work and Design of Matthews Property
 - B. Discussion and Consideration of Junk/Nuisance Ordinance
10. NEW BUSINESS
 - A. Discussion of Land Use Plan Annual Review
 - B. Discussion of Erosion Control Ordinance and Interlocal Agreement with Waxhaw
 - C. Discussion and Consideration of a Contract for the Wesley Chapel Volunteer Fire Department Roof Repairs
 - D. Discussion and Consideration of Entering into Contract for Repaving of Ambassador Court
 - E. Discussion and Consideration of Entering into an Agreement with Randall Arendt for an Hourly Fee
 - F. Discussion of Land Clearing Open Burning Regulation
11. UPDATE FROM TOWN PLANNER
12. CODE ENFORCEMENT REPORT
13. UPDATE FROM FINANCE OFFICER AND TAX COLLECTOR
14. TRANSPORTATION REPORT
15. COUNCIL COMMENTS
16. ADJOURNMENT

HISTORY OF CONSTITUTION WEEK

Miss Gertrude S. Carraway, while President General of the National Society Daughters of the American Revolution, was responsible for the annual designation of September 17-23 as Constitution Week. The DAR made its own resolution for Constitution Week which was adopted April 21, 1955.

Members of the United States Congress received the DAR resolution and on June 7, 1955, the resolution was discussed in the Senate. The first resolution to observe Constitution Week was made June 14, 1955, by Senator William F. Knowland of California. Following passage of the resolution by both Houses of Congress, President Eisenhower issued his proclamation on August 19, 1955.

The first observance of Constitution Week was so successful that on January 5, 1956, Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. The resolution was adopted on July 23 and signed into Public law 915 on August 2, 1956. This is the 60th anniversary of the first resolution by the U.S. Congress to observe Constitution Week.

For his patriotic aid and interest, Senator Knowland received an Award of Commendation from the NSDAR Continental Congress in April of 1956.

North Carolina has a special interest in the story of how Constitution Week came to be signed into law because Miss Gertrude S. Carraway is the only North Carolinian ever to be elected to the position of President General of the National Society Daughters of the American Revolution. She served from 1953-1956. She was a lifelong resident of New Bern, North Carolina.



**TOWN OF WEDDINGTON
PROCLAMATION
P-2018-02**

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2018, marks the two hundred thirty first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Elizabeth Callis, by virtue of the authority vested in me as Mayor of the Town of Weddington do hereby proclaim the week of September 17 through 23, 2018 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this 13th day of August, 2018.

Elizabeth Callis, Mayor

Attest:

Karen Dewey, Town Clerk

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Karen Dewey, Town Clerk

DATE: August 13, 2018

SUBJECT: Disposal of Personal Property Policy

NCGS 160A-266 allows a city governing board to adopt a policy for the procedure for disposing of personal property valued at less than \$30,000 for any one item or group of items. The board may authorize an individual to conduct sales at any time without published notice or governing board approval. The policy attached exempts the town from having to adopt a resolution, publishing the resolution and a 10 day waiting period for the sale to take place. The town administrator, however, must secure fair market value for the property and must keep a record of the property sold, to whom it was sold, and the sale price.

The policy was discussed during the June 11, 2018 and July 9, 2018 meetings. Town staff added a statement requiring a 30 day notification to Town Council with a list of items being sold, the value and reason why it's being disposed of. Staff also added a statement that requires an item to be public for sale for at least 60 days prior to any staff, elected official or their immediate family to purchase the item for sale.

POLICY FOR DISPOSAL OF SURPLUS OR OBSOLETE PROPERTY
Worth Less than \$30,000

This policy establishes procedures for the disposition of property worth less than \$30,000 which is surplus to the needs of the Town.

Surplus is defined as any tangible personal property owned by the Town, which is not needed at present, or for the foreseeable future, or that is no longer of value or use to the Town. Items included are those found, purchased or received as gifts.

The Town Administrator is given authority to dispose of property determined as surplus by the Town Council by means of direct sale, sealed bid, electronic auction or disposal without public advertising or Council approval. However, the Town Administrator shall send a list of items to be disposed of, with the fair market value, and the reason it's being discarded to the Town Council 30 days prior to disposal. The Town Administrator must keep a record of all property sold, the sale price, and the buyer.

This authority only applies to surplus property worth less than \$30,000, or to a group of similar items; and does not include real estate or vehicles. Employees, Town Council nor immediate family members of either, shall receive any preferential treatment in the disposal or sale of Town surplus property therefore, items for sale shall be listed publicly for at least 60 days prior the above mentioned parties being eligible to purchase any item.

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JULY 09, 2018 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
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Prayer – Shane Freeman, Senior Pastor, Southbrook Church

1. OPEN THE MEETING

Mayor Callis called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Callis led the Pledge of Allegiance.

3. DETERMINATION OF QUORUM

Quorum was determined with Mayor Elizabeth Callis, Mayor Pro Tem Janice Propst, Councilmembers Jeff Perryman, Mike Smith and Scott Buzzard present.

Staff Present: Town Administrator/Planner Lisa Thompson, Town Clerk Karen Dewey, Finance Officer Leslie Gaylord

Visitors: Curtis Blackwood, Audrey Blackwood, Sean Paone, Graham Allen, Randy Allen, Bill Deter, Rob Dow, Sunil Kothapalli, Alix Pavlic Phillips, Brian Bednar, Betsy King, Walt Hogan, Carol Hogan

4. ADDITIONS, DELETIONS AND/OR ADOPTION OF THE AGENDA

Councilmember Smith requested to remove item 8B Discussion of Meeting with Randall Arendt.

Motion: Mayor Pro Tem Propst made a motion to approve the agenda as amended.
Vote: The motion passed with a unanimous vote.

5. PUBLIC COMMENTS

Mayor Callis read a brief statement of the public comment policy: Please be aware that the meetings are recorded. Comments are limited to 3 minutes per speaker; you may not give your 3 minutes to another speaker to increase that person's allotted time. All comments are to be directed to the entire Council as a whole and not individuals. Speakers will be expected to be civil in their language and presentation and act within reasonable standards of courtesy. We ask the audience, as well as the speakers, maintain order and decorum in your conduct throughout the Public Comment period. Speakers may not engage in slander, name calling, personal attacks or threatening or otherwise aggressive speech or behavior that the Town Council reasonably believes will imminently result in a disruption of the meeting.

Curtis Blackwood -1401 Hawkstone Drive: Mr. Blackwood spoke on the petition presented requesting the Town of Weddington to exercise Extra Territorial Jurisdiction over a defined area, including Chatsworth Subdivision.

Sunil Kothapalli – 1500 Hawkstone Drive: Mr. Kothapalli also spoke to the Extra Territorial Jurisdiction petition. He stated his desire for Weddington to take control of the zoning surrounding the Chatsworth Subdivision so commercial development in that area would be limited.

6. CONSENT AGENDA

A. Approve the Union County Community Development Block Grant Cooperative Agreement

B. Authorize the Tax Collector to Collect the 2018 Real Property Taxes for the Town of Weddington

Motion: Councilmember Smith made a motion to approve the consent agenda as presented.

Vote: The motion passed with a unanimous vote.

7. APPROVAL TOWN COUNCIL MINUTES

A. June 11, 2018 Town Council Regular Meeting Minutes

Motion: Councilmember Smith made a motion to approve the June 11, 2018 Town Council Regular Meeting Minutes as presented.

Vote: The motion passed with a unanimous vote.

B. June 26, 2018 Town Council Special Meeting Minutes

Motion: Councilmember Smith made a motion to approve the June 26, 2018 Town Council Special Meeting Minutes as presented.

Vote: The motion passed with a unanimous vote.

8. OLD BUSINESS

A. Discussion and Consideration of Disposal of Surplus Personal Property Policy

Ms. Thompson stated NCGS 160A-266 allows a city governing board to adopt a policy for the procedure for disposing of personal property valued at less than \$30,000. The governing board may authorize an individual to conduct sales at any time without published notice. The policy for Council consideration requires the Town Administrator to secure fair market value and to keep a record of the property sold, to whom it was sold, and the sale price. Ms. Thompson added a statement to paragraph 3 of the draft policy that requires Town Council notification for any items being sold 30 days prior to disposal.

Councilmember Smith asked for any thoughts from the Council.

Councilmember Buzzard stated that he would like the Council to have a say in what property should be disposed of. He agrees with streamlining the process; however he wants clarification on how the process will happen.

Councilmember Smith stated that he wants checks and balances. His concern is that policy is open ended. He would like to see some collaboration between staff and Council.

Councilmember Perryman stated that he believes we need the policy, yet he agrees it needs some tweaking. He would like to see oversight given to the Council. He thinks Council and family members should be added to the list of people not receiving preferential treatment.

Councilmember Smith asked if we can achieve the streamlining of this process without encumbering Staff with the red tape.

Ms. Thompson explained this policy will exempt staff from the statutory resolution requirement. She stated that staff could get internal approval of items to be sold by taking a straw poll of council members.

Councilmember Smith stated that an internal straw poll for approval of items to be disposed of would be acceptable.

Councilmember Buzzard stated that this will give everybody some protection. He stated that Council doesn't want the administrator getting in trouble over disposing of something that shouldn't be disposed of.

Council agreed that Ms. Thompson would edit the policy and bring it back to the next meeting.

**** ~~B. Discussion of Meeting with Randall Arendt~~**

9. NEW BUSINESS

A. Discussion of Extra Territorial Jurisdiction

Ms. Thompson presented the staff report: Extra Territorial Jurisdiction (ETJ) allows municipalities to apply zoning regulations to a perimeter around the town. With the town's population being over 10,000, Weddington has the right to consider an ETJ boundary up to 2 miles outside the limits. Staff received a petition (*petition and map of area attached for the record*) from Union County residents requesting ETJ. The Town last considered ETJ in 2002 and at that time, the County did not approve an agreement to release zoning authority to the Town. In order to consider agreeing to ETJ, the County needs a resolution from the Town requesting it.

Councilmember Perryman stated that he is wary of exercising the zoning right and perhaps having other municipalities doing it to us. It should be approached with the understanding that we are going outside of the town boundaries to ask for something.

Mayor Pro Tem Propst stated that she supports property rights. For the Town to have control over someone's property, that property should be within town limits. She stated that she isn't supportive of ETJ, she thinks the property owners should pay Weddington taxes. If the property owners don't pay taxes, Weddington shouldn't tell them what to do. Mayor Pro Tem Propst believes that if there are some neighborhoods that would like to be a part of Weddington, annexation is something to consider. Some of the parcels being considered for rezoning within the ETJ requested area, are already rezoned. Mayor Pro Tem Propst has issue with ETJ over only a certain area. If Town is considering ETJ, it should include the perimeter of the whole town.

Councilmember Buzzard stated that he is not a fan of spot zoning. It may be different if property owners wanted to be part of the town. He stated that he would be supportive of voluntary annexation. He is very reluctant to look at a spotty ETJ.

Councilmember Smith stated that he agrees with what the rest of the Council has stated.

Council directed Ms. Thompson to let the petitioners know.

B. Discussion of House Renovation and Property Development Ideas

Ms. Thompson stated that staff received quotes to make property structurally sound. In order to start the process, staff had to figure out the occupancy. It was figured at a maximum of 50 persons and considered a business occupancy under the building code. While this occupancy will not require a sprinkler system, it still does require male and female bathrooms. Environmental health conducted a septic inspection and determined the current system will handle the proposed use. Staff received quote for approximately \$40,000 to get the floor structure up to business code. Staff also received 2 quotes for the roof repair, the best one is \$17,000. Contractors will need to be scheduled about 60 days out from beginning work, so with an August decision, work will be extending into the fall and winter months. Ms. Thompson referred to the survey results asking for more park and open space. She suggested hiring a landscape architect to get site planning and land use ideas for the parcel.

Councilmember Perryman stated that if the house can be salvaged, it would be a benefit in the long term. He stated that he is also in favor of getting a bigger area for town events.

Councilmember Buzzard stated that he had opportunity to look at house. He believes that Council needs to decide what to do with the space. He stated that he believes that trying to make the structure only accessible to 50 persons to avoid putting in sprinklers, is not necessarily the best use. He is not sold on tearing it down, however he stated that 50 people can be put in a room designed for 100, but 100 people cannot be put in a room designed for 50. If the Town wants the opportunity to have large gatherings, limiting the occupancy to only 50 people will limit what can be done with the house. He stated that there are fantastic structures unique with that house that can be incorporated into a building that will fit what the Town actually wants.

Councilmember Smith stated that when the Town first bought the property the intent was that as the town grows, it could be used for extra space if a new town hall was needed. He believes the Council needs to determine what is cost effective to meet the Town needs. He stated the need to discuss what is wanted to be done with this structure. He stated that after speaking with Ms. Thompson, he believes it is a good idea to have someone come in and help with a master plan and options of what it can be used for. Time is running short on house because it is in ill repair. The roof needs repair and it will destroy the house if not done soon. There is a general concept of what to use it for: a gathering place. What needs to be discussed is what to do with house. To fix it up or build something that will accommodate town use. If there isn't a use for the house, then Council should figure out what the town needs in its place.

Mayor Pro Tem Propst stated her agreement. She stated that initially that property was purchased just for the property. When the driveway is moved, the Town will then have 5 contiguous acres. She referred to the survey results that stated residents asked for more open green space for Town events. When the property was purchased, it wasn't known if the house was salvageable. It needs a new roof and the quotes are reasonable. It is a 1930s bungalow and cannot be replaced. She asked if it can it be incorporated into a plan. She also stated the current town hall does not have enough room for the deputies. Mayor Pro Tem Propst believes the house has lots of character that won't be in a new structure. She agreed that getting Ms. Thompson moving forward on getting designs of what can be done with the structure and five acres.

Councilmember Perryman agreed with Councilmembers Buzzard and Smith: the size of the house is a

limitation. He stated his interest to see designs for incorporating house into a structure to accommodate more people. He stated his agreement with Mayor Pro Tem Prost that he would like to save the house, but he understands the economics.

Mayor Callis stated that she loves the property, but she believes it is about finding a number: what is too much to invest in the house? She believes Council can work with Ms. Gaylord to come up with budget of what is a reasonable amount to salvage the house.

Councilmember Smith stated that Council needs to decide on a maximum amount to be spent on repairs and renovations.

Councilmember Buzzard stated that it is more of an issue of use. If it costs \$100,000 to save the house, but doesn't match what the Town had in mind for uses, the amount spent is a moot point. He believes it would be more beneficial to see the uses, and then come up with a budget.

Council gave Ms. Thompson direction to get ideas and plans from landscape architect for the property.

C. Discussion and Consideration of a Modification of the Subdivision Ordinance Section 46-76(g) Cul de Sac for Weddington Acres (formerly Graham Allen) Subdivision

Ms. Thompson presented the staff report: Graham Allen is requesting a modification of the subdivision ordinance from Section 46-76(g), related to cul-de-sac length. Originally the Planning Board reviewed a 1026' cul de sac for this subdivision on November 14, 2016 and recommended approval. The Town Council requested the applicant bring back an alternative that eliminated a flag lot; however it created two double frontage lots. The plan that was approved was a 762' cul de sac. The applicant is re-applying for a modification to go back to the original plan. Since that approval, the applicant has agreed to construct a right turn lane taper off of Weddington Matthews Road and has rearranged the lots to remove the flag lots. In doing so, the cul de sac length was increased from 1,026' to 1,060'. The Planning Board reviewed the latest modification request on June 25, 2018 and unanimously agreed to forward the Subdivision Modification Application to Town Council with an unfavorable recommendation.

Councilmember Perryman asked to clarify that the Planning Board originally recommended approval for the 1026' cul de sac and the Town Council made some changes to that plan. He asked Ms. Thompson if she would consider the changes made (the elimination of flag lots, the addition of a taper off Weddington Matthews Road, and the extra 34' to the cul de sac) as compared to original approved plan, as improvements to the plan.

Ms. Thompson stated that she would.

There was no further Council discussion. Ms. Thompson read the Findings of Fact:

(1) There are special circumstances or conditions affecting said property such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land.

Testimony was previously presented with regards to the characteristics of the adjoining property and the limitations of ingress and egress of the adjoining properties to the current site.

(2) The modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner.

The modification provides for a more fluid development and addresses some of the concerns. The 162 foot requested variance is not that substantial relative to what was being originally proposed.

(3) The circumstances giving rise to the need for the modification are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this chapter.

The back side of the property is surrounded by two RCD conservation districts. There is an issue with power lines with respect to the easement of the power lines. The two front areas are abutted by two different roads – Antioch Church and Matthews-Weddington Roads.

(4) The granting of the modification will not be detrimental to the public health, safety and welfare or be injurious to other property in the territory in which said property is situated.

There is now a through road rather than a turnaround as originally presented. By allowing the 162 foot modification, instead of having two homes with roads on both the front and the back, there will only be one home in a circular so there will be less flag and double frontage lots.

(5) The modification will not vary the provisions of Chapter 58 applicable to the property.

The subdivision regulations provide for modifications by Council and in the judgment of the Council the modification meets the standards and objectives of the Chapter.

Two conditions:

- The amendments to the construction plans shall be reviewed and approved by staff.
- The revised final plat shall be reviewed by the Planning Board and approved by Town Council

Motion: Councilmember Perryman made a motion to adopt findings of fact as read into the record by staff and approve the modification of the subdivision ordinance 46-76(g), cul de sac for Weddington Acres Subdivision allowing a cul de sac length of 1,060 feet.

Vote: The motion passes with 3 votes for and 1 against. Mayor Pro Tem Propst, Councilmembers Smith and Perryman voted in favor. Councilmember Buzzard voted against.

10. UPDATE FROM TOWN PLANNER

Ms. Thompson presented the update: she met with Union Power regarding the work on the transmission lines. She stated that the goal is to get Beulah Church Road and Hemby Road transmission lines up before the start of the school year. Then, Union Power will work behind the Bromley subdivision and down Providence Road in the fall and winter.

The Town has received conditional rezoning plans Christ Lutheran Church for the Reid Dairy Farm property – about 12 acres next to Walden at Providence. Public Information Meetings and Planning Board review are expected in August.

Staff had a meeting with Union County Parks and Recreation about the development of a wayfinding system. The County is developing a master plan and design for the entire county, and hopes the towns will be able to implement the plan. They are looking to identify schools, historic sites, and town halls having all municipalities in the county match the master plan but allow town specific emblems or symbols.

Ms. Thompson spoke with Justin Carroll regarding the Tilley Morris roundabout. She wanted to review concerns with design and traffic count projections. The Town wants to be sure NCDOT is considering the Waverly connection and the new I-485 – Weddington Road connection and the transfer of traffic into that roundabout to ensure it is done right the first time and get the turn lanes needed.

11. CODE ENFORCEMENT REPORT*(hereby incorporated for the record)*

Ms. Thompson stated: the only new item on the report is number 5 – 3824 Beulah Church Road - general trash and debris in the back yard around trash containers and utility building. A courtesy letter was sent.

Staff received grass and junk complaints on Huntington drive. Last week, staff received 2 complaints from Providence Woods, so the junk complaints continue. Staff has received a junk ordinance from the town attorney and Councilmembers Smith and Perryman reviewed it with her today. Ms. Thompson hopes to have a draft next month.

Councilmember Buzzard asked if the Town has started anything with Ambassador Court house. Ms. Thompson stated that she pulled up the old report and will schedule meeting with code enforcement to review it and come up with a checklist of things to look at.

12. UPDATE FROM FINANCE OFFICER AND TAX COLLECTOR *(hereby incorporated for the record)*

Ms. Gaylord presented the last financial statement of fiscal year. She stated that it is not final as there are some sales tax distributions and June expenses not included. The Town finished the year at around \$258,000 net revenue, about half of that is due to the Tilley Morris roundabout payment being pushed into the next fiscal year. Council had no questions.

13. TRANSPORTATION REPORT

Councilmember Buzzard stated that the last meeting of the CRTPO the majority of the members from outside of Charlotte made it for the meeting, however the Charlotte representatives didn't show up, so there wasn't a quorum. There are some issues with the Charlotte representation.

14. COUNCIL COMMENTS

Councilmember Perryman: I would just like to thank everybody for being here this evening. It's always good to see folks coming out to our meetings. Enjoy the summer. I just spent 4 days at the beach with the family and had a great time.

Councilmember Smith: I will keep it short and just echo what he said: thank you for coming out.

Mayor Pro Tem Propst: Thank you everybody for coming out. Have a great summer. Stay safe.

Councilmember Buzzard: And the same. Thank y'all.

Mayor Callis: I would like to give special thanks to thank Pastor Shane Freeman from Southbrook Church for taking time to come out and pray over our meeting. That was very thoughtful. Thank you

15. ADJOURNMENT

Motion: Councilmember Smith made a motion to adjourn the July 9, 2018 Town Council Regular Meeting at 7:48 p.m.

Vote: The motion passed with a unanimous vote

Adopted: _____

Elizabeth Callis, Mayor

Karen Dewey, Clerk

TOWN OF W E D D I N G T O N

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: August 13, 2018

SUBJECT: Consideration of a Proposal for Site Design Services

Staff sent out an RFP for site design services for the Town Hall Site and the Matthews Property. The scope of work includes a summary document listing property constraints, two renderings, a meeting with Town Council to discuss options, a phasing plan, and cost estimates.

Staff sent the RFP to 4 qualified firms and received 3 proposals in return (attached).

Staff recommends entering into a contract to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. Notice was sent to all firms that the town exempt ourselves from the Mini Brooks Act for this project.

**Town of Weddington
Request for Proposals**

TITLE: **Site Planning/Conceptual Designs for Matthews and Town Hall Property**

PROCUREMENT

LEAD: **Lisa Thompson, planner@townofweddington.com**

Town of Weddington seeks proposals for the above referenced project (Project).

The Scope of Work for the Project is described on Attachment 1. Any applicable plans and specifications are referenced therein.

Instructions are as follows.

BID SUBMITTAL

Bids will be received no later than 12:00 pm on August 9, 2018

Bid shall be submitted in the manner indicated below:

E-mail to the Procurement Lead at e-mail address noted above

Refer to Bidder's Checklist for documents required for bid submittal.

CONTRACT FORM:

Town of Weddington desires to promptly approve and sign a contract after a decision has been made to award. Company awarded the contract is expected to promptly sign the contract in the form attached hereto as Attachment 2. Any requested changes to this contract form should be provided with your response. If awarded a contract, your company will need to provide (with the signed contract) a certificate of insurance evidencing compliance with insurance requirements.

AWARD:

In awarding contracts, Town of Weddington will select the best overall proposal as determined by Town of Weddington, using the procedures, which include provisions for negotiation, set out in N.C. Gen. Stat. § 143-131. However, Town of Weddington reserves the right to reject any and all proposals and to waive informalities.

BIDDERS CHECKLIST:

- Executed Cost Proposal Form (Attachment 3)

- E-Verify Affidavit (Attachment 4)
- Any requested modification to standard contract form

ATTACHMENTS

- **Attachment 1: Scope of Work**
- **Attachment 2: Form of Contract**
- **Attachment 3: Cost Proposal Form**
- **Attachment 4: E-Verify Affidavit**

Attachment 1

SCOPE OF WORK

The Town of Weddington is seeking firms to provide a master plan, as well as cost estimates for improvement alternatives for 5.6 acres of land owned by the Town (Figure 1, parcel number(s) 06150057 and 06150058)

The goal of the master plan will be to assist the Town in providing recommendations for how to develop the property as it relates to park, recreation, event areas and open space and a 5 year capital Improvement plan for the site.

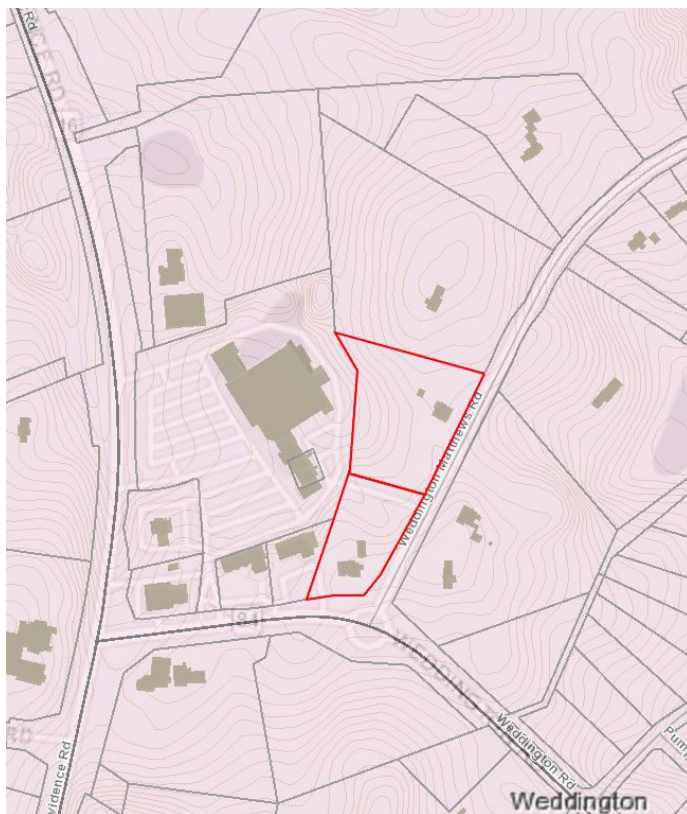


Figure 1 – Subject sites outlined in red at the corner of Weddington Road and Weddington Matthews Road

PROJECT SCOPE: The following is a general description of the scope of work required, but not intended to be an all-inclusive list.

1. A summary document for the site to include: Evaluation of existing site conditions and facilities, as well as an analysis of recommendations from the Town Survey and Comprehensive Land Use Plan, and a summary of opportunities and constraints of the site. No detailed environmental study, surveying or permitting will be included, but it should include, for example constraints of particular areas of the site (floodplain, utilities, topography, etc.).

2. Two detailed, colored conceptual design plans shall be produced by the selected consultant. The design should be as detailed as possible without

requiring survey work. All design alternatives shall be in accordance with MX zoning district and downtown overlay ordinances. The plan should focus on providing ADA access to all new facilities, as well as connectivity throughout the site for vehicles, pedestrians and bicyclists. At least one of the plans shall include keeping the existing single family home on site.

3. Coordination of 1 meeting with officials will be necessary to review the two alternatives and summary, but there will be no public meetings or charette's required by the selected consultant(s). Stakeholders and other board members may be included in some of the meetings.

4. Once an alternative is chosen, a phasing plan shall be provided that would identify the facilities to be developed in a manner that maximizes the potential for incremental addition of new facilities as it grows over time along with probable cost estimates.
5. Recommendations and cost estimates for new amenities related to parks, recreation and event and open space and the phasing of those amenities. The priority should be to focus on short term (5-year) action items, but future recommendations should also be noted.

PROJECT SCHEDULE:

The consultant must be able to effectively work within the following schedule

Selection of a consultant firm and notice to proceed in August, 2018

Summary Report and Two alternatives presented in October, 2018

Phasing plan and cost estimate submitted for Town Council meeting – November 2018



This agreement for Professional Services by and between the Town of Weddington, hereinafter called the OWNER, and W.K. Dickson & Co., Inc., hereinafter called the CONSULTANT;

SCOPE OF SERVICES

The CONSULTANT will provide Landscape Architectural services for the Town of Weddington Public Space Project including, but not limited to, program development, master planning, site renderings and phased preliminary cost estimating for the OWNER.

PROJECT UNDERSTANDING:

The project will consist of two parcels totally +/-5.60-acres located along Weddington-Matthews Road, Weddington NC. The site is identified by Union County GIS website as parcel number(s) 06150057 and 06150058.

Task 1. Pre-Design Meeting/Program Development

1. The CONSULTANT will attend one (1) Pre-Design meeting with the OWNER and stakeholders to discuss the site, expected uses of the space, program elements, etc.
2. The CONSULTANT will prepare a base map for the public space planning utilizing Union County GIS and aerial data for parcel boundaries, existing topography and existing site features (i.e. roadway, utilities, structures, etc.)
3. The CONSULTANT will prepare a summary document for the site to include:
 - a. Evaluation of existing site conditions and facilities
 - b. Analysis of recommendations from the Town Survey and Comprehensive Land Use Plan
 - c. Summary of opportunities and constraints of the site.

EXCLUSIONS:

- Detailed environmental study, surveying or permitting will not be included in this project

Task 2. Design Development

1. The CONSULTANT will develop two (2) site layouts in accordance with the existing MX zoning district and Town of Weddington Downtown Overlay Ordinances. The plan will focus on providing ADA access to all new facilities, as well as connectivity throughout the site for vehicles, pedestrians and bicyclists. At least one of the plans will include keeping the existing single-family home on site.
2. The CONSULTANT will attend one (1) progress design meeting with the OWNER to review the development progress and obtain OWNER comments.
3. The CONSULTANT will present two (2) rendered conceptual design plans and select elevations for OWNER and stakeholder review.

Task 3. Town of Weddington Council/Stakeholder Meeting

1. The CONSULTANT will prepare project design packages for OWNER review to include site analysis, site plan alternatives, site plan enlargements, and rendering master plans.
2. The CONSULTANT will attend one (1) meeting with OWNER officials and stakeholders to review the two site layout alternatives and site analysis summary.

EXCLUSIONS:

- Public meetings or charettes will not be included in this task

Task 4. Public Space Phasing Plan

Based on the OWNER-selected site layout alternative, the CONSULTANT will create phasing plans that identify the facilities to be developed in a manner that maximizes the potential for incremental addition of new facilities as it grows over time. The CONSULTANT will provide the phasing plans for OWNER review.

EXCLUSIONS:

- No meetings will be associated with this task

Task 5. Cost Estimates

The CONSULTANT will coordinate with a site development contractor on providing preliminary cost estimates for the proposed amenities. The cost estimates will focus on phasing of the project development over short term (5-year) action items. The CONSULTANT will provide future recommendations for development to ensure that the end project product meets the needs of the OWNER.

Attachment 2

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made and entered into to be effective June 11, 2018 ("Effective Date") between **Town of Weddington** ("the Town") and **[Full Legal Name of the Service Provider]** ("the Service Provider"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Service Provider - The Service Provider agrees to provide **site planning and design work for parcels** 06150057 and 06150058 in **Weddington, NC** (the "Services") as more particularly described in Scope of Services attached hereto and incorporated herein by reference as **Exhibit 1** (the "Scope of Services").

The term of this Contract shall be from the Effective Date until **December 31, 2018**.

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

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

2. Obligations of the Town. The Town hereby agrees to pay to the Service Provider for the faithful performance of this Contract for an amount not to exceed \$_____.
3. The Town's Project Coordinator. **Lisa Thompson, Town Administrator**, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Service Provider's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Primary Client Contact for the Service Provider. **[Name of primary contact for the Service Provider]**, is designated as the Primary Contact for the Service Provider. The Primary Contact is fully authorized to act on behalf of the Service Provider in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Chief Finance Officer with a copy to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Officer. The Service Provider to submit invoices on the following schedule: **[Invoice Schedule]**.
6. Standard Terms and Conditions: The Service Provider agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted

by facsimile or electronic "PDF" to the same and full extent as the originals.

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

[Full Legal Name of the Service Provider]

the Service Provider Name

Signature of Authorized Representative

Date

the Service Provider's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

Town of Weddington

Owner

Signature of Authorized Representative

Date

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

Finance

Date

Attachment A

Standard Terms and Conditions (Service Contracts)

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

property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Service Provider shall maintain commercial general liability insurance that shall protect the Service Provider from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Service Provider, the Service Provider shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Service Provider shall also provide any other insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Service Provider to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Service Provider. If the Contract is terminated by the Town in accordance with this paragraph, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
10. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Service Provider. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Service Provider shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
11. Contract Funding. It is understood and agreed between the Service Provider and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Service Provider receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Service Provider for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
12. Improper Payments. The Service Provider shall assume all risks attendant to any improper expenditure of funds under the Contract. The Service Provider shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Service Provider shall make such refunds within 30 days after the Town notifies the Service Provider in writing that a payment has been determined to be improper.
13. Contract Transfer. The Service Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
14. Contract Personnel. The Service Provider agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
15. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Service Provider.
16. Relationship of Parties. The Service Provider is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Service Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Service Provider and the Town. Employees of the Service Provider shall remain subject to the exclusive control and supervision of the Service Provider, which is solely responsible for their compensation.
17. Advertisement. The Contract will not be used in connection with any advertising by the Service Provider without prior written approval by the Town.
18. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Service Provider for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Service Provider specifically waives any claim for interest.

19. Background Checks. At the request of the Town's Project Coordinator, the Service Provider (if an individual) or any individual employees of the Service Provider shall submit to the Town criminal background check and drug testing procedures.
20. Confidential Information. Employee Personnel Information: If, during the Service Provider's performance of the Contract, Service Provider should obtain any information pertaining to employees of the Town's personnel records, Service Provider agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Service Provider agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Service Provider in connection herewith or procured, developed, produced, manufactured or fabricated by the Service Provider in connection herewith or procured, developed, produced, manufactured or fabricated by the Service Provider in connection with the Service Provider's performance hereunder (collectively, "Information"). The Service Provider shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Service Provider shall not, without the prior written consent of the Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Service Provider hereunder. Any technical knowledge or information of the Service Provider which the Service Provider shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.
21. Intellectual Property. The Service Provider agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
22. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
23. No Third-Party Benefits. The Contract shall not be considered by the Service Provider to create any benefits on behalf of any third party. The Service Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
24. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
25. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
26. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Service Provider hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Service Provider may not assign, pledge, or in any manner encumber the Service Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

Attachment 3

Contractor's Price Proposal

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected. Proposal of WK Dickson & Co., Inc.

(Name of Proposer)

616 Colonnade Drive, Charlotte, NC 28205

(Address of Proposer)

704-334-5348

(Business Phone)

(Fax Number)

spaone@wkdickson.com

(E-Mail Address)

The Proposer (hereinafter called "Contractor"), in compliance with your invitation for proposals for: Proposal for the Town of Weddington Site Planning Services, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Contractor's Price Proposal: \$27,400.00

Respectfully submitted:

Name of Company WK Dickson & Co., Inc.

Signature of Officer



Name of Officer

Brian L. Tripp, PE, BCEE

Title of Officer

Vice President - Charlotte/Hickory Regional Manager

Attachment 4

TOWN OF WEDDINGTON
E-VERIFY AFFIDAVIT

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Weddington;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☐ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the 8 day of AUGUST, 2018.



Affiant

Sworn to and subscribed before me, this the 8 day of AUGUST, 2018.



_____, Notary Public

My Commission Expires: 9-24-22



PROPOSAL FOR PROFESSIONAL SERVICES &
STATEMENT OF QUALIFICATIONS
TOWN OF WEDDINGTON
SITE PLANNING/CONCEPTUAL DESIGNS FOR
MATTHEWS AND TOWN HALL PROPERTY

Submitted By:
ESP Associates, Inc.

August 1, 2018

August 9, 2018

Town of Weddington
Attn: Lisa Thompson, Town Administrator
1924 Weddington Rd.
Weddington, NC 28104



RE: Site Planning/Conceptual Designs for Matthews and Town Hall Property RFP

Dear Ms. Thompson:

ESP Associates, Inc. (ESP) appreciates the opportunity to present our qualifications and proposal to provide planning and preliminary civil engineering services. We have reviewed and accept the Form of Contract and Terms and Conditions referenced within the RFP. ESP is a full-service planning and engineering firm experienced in park and recreation design, including site specific master plans, programming of site elements, site inventory and evaluation, estimating preliminary probable construction costs, design of construction documents, and construction administration phases. We also are experienced in public outreach, permitting (agency coordination), and assisting with grant application/funding. The ESP Team is willing, capable, and experienced at providing the scopes of services outlined within this RFP, which is detailed further herein.

As you review the attached statement of qualifications, we would like to highlight the following key points that differentiate our team:

1. TEAM MEMBERS

For this proposal, ESP has assembled a unique and diverse team of local professionals, leaders, and technical subject matter experts. The team consists of local leaders and residents, who are connected to the community and embrace the Weddington and Union County business environment.

2. TEAM EXPERIENCE

ESP has provided professional services to the Carolinas for over 31 years. Collectively, the team we have assembled has over 100 years of experience in the fields of planning, landscape architecture, and civil engineering. ESP's project manager, Tristan McMannis, is a member of the Mecklenburg County Park and Recreation Commission and has extensive experience in the local market. In addition, ESP has performed master planning and other related services for municipalities including the Village of Marvin, Town of Pineville, and City of Charlotte.

3. LOCAL KNOWLEDGE

The professionals selected for this team have been assembled from staff within our Fort Mill, South Carolina Corporate Headquarters located near the North Carolina – South Carolina state line. The members of the team live within Union County and the surrounding area, and are familiar with local permitting and regulatory requirements as well as being members of the community. Our staff understands that that collaboration and local experience are key to the success of a project. Many of the team members are seasoned professionals with experience designing a variety of project types throughout Weddington and the Union County area, and who also participate in local commissions/committees related to planning, landscape architecture, and civil engineering outside of the office. We understand the local community, and the need to provide opportunities for outdoor recreation for members of this evolving community.

ESP Associates, Inc.

P.O. Box 7030, Charlotte, NC 28241 | 704.583.4949 | www.espassociates.com | 704.583.4950 (fax)

4. LOCATION

ESP's Corporate Headquarters office is located at 3475 Lakemont Boulevard, Fort Mill, South Carolina. From our office, we can be to the project site or the Weddington Town Hall in approximately 20 minutes. Additionally, because of our location, we are familiar with other agencies that may be involved later in the design process such as Union County Public Works, the North Carolina Department of Environment and Natural Resources, and the North Carolina Department of Transportation as examples.

The Town of Weddington deserves a well-qualified, local, professional partner for this scope of work. The ESP Team will provide the Town of Weddington an authentic, knowledgeable, and experienced planning and engineering team for the future improvements.

Thank you for your time and your consideration of ESP. We look forward to the opportunity to work with the Town of Weddington.

Sincerely,

ESP Associates, Inc.



Tristan M. McMannis, PLA, LEED AP BD+C
Project Manager / Point-of-Contact
T 803.835.0918
E tmcmannis@espassociates.com



Danis E. Simmons, PE
Principal-in-Charge
T 803.835.0943
E dsimmons@espassociates.com

» SCOPE OF SERVICES

Based on the Request for Proposal (RFP) dated August 2, 2018 titled “Site Planning/Conceptual Designs or Matthews and Town Hall Property,” ESP anticipates completing the following scope of services in conjunction with Town Staff and elected public officials as may be required to complete the project scope. We are excited to be serving the Town in this endeavor.

I. Planning Services – Site Summary and Evaluation

ESP shall review the project site relative to the Town Survey and Comprehensive Land Use Plan referenced in the RFP and prepare the following documents.

- A. Perform one (1) site visit to review and photograph existing conditions.
- B. Using publicly available data such as CAD, GIS, LiDAR topography, etc. to be provided by the Town, ESP shall prepare one (1) site evaluation exhibit for the approximately 5.6-acre project site including physical features such as roads, existing buildings, topography, slopes, soils, floodplain, and vegetation masses and approximate locations of potential significant trees. Boundary and easement data shall be shown as available from public sources.
- C. Prepare an existing conditions summary document of one to two pages containing the following information:
 - a. Description of how the project site fits within the current Town Survey and Land Use Plan.
 - b. Brief narrative of current site physical conditions and land use.
 - c. Summary of the site opportunities and constraints, and recommendations for potential uses.
- D. Submit existing conditions summary document and exhibit prepared above for information and feedback.

II. Planning Services – Preliminary Conceptual Sketch Plans

Based on exhibit prepared in Task I above and meeting with Town Staff, ESP shall prepare the following preliminary Conceptual Sketch Plans.

- A. Prepare up to two (2) alternate Preliminary Conceptual Sketch Plans of proposed improvements for the 5.6-acre project site to consist generally of recreation uses and include a focus on multimodal connectivity and ADA access as defined in the RFP. We understand the plans shall meet the requirements of the MX Zoning, and that one (1) of the plans shall retain the existing house/Town Hall on the site. Preliminary Conceptual Sketch Plans shall be hand drawn and prepared on 24"x36" sheets. The Preliminary Conceptual Sketch Plans shall include the following considerations / assumptions taken into account:
 - Base information for plans to be based on publicly available Union County GIS information or base information provided by the Town.
 - Wetland / stream areas included based on GIS or other information provided by the Town.
 - Entrance locations shall be preliminary. All site access locations and right of ways shall require verification and approval by NCDOT and through a separate process.
 - Detention / retention / stormwater quality areas to be preliminary & conceptual in nature.
 - Potential Open Space / Tree save areas shall be preliminary and conceptual in nature and based on public GIS aerial information only.
- B. Submit Preliminary Conceptual Sketch Plans to the Town for review and comment.

- C. Revise Preliminary Conceptual Sketch Plans prepared above per Town staff comments and incorporate theming imagery for significant program elements. Plans shall include preliminary conceptual stormwater treatment facilities, and be drafted in CAD on 24"x36" sheets. Please note, our scope and fee include up to one (1) revision for each of two (2) sketch plans prepared above.
- D. Submit revised Preliminary Conceptual Sketch Plans prepared above to Client.

III. Planning Services – Client Coordination Meetings

Based on the RFP, ESP shall prepare presentation materials and schedule and attend up to one (1) meeting with Town staff and other public officials/stakeholders to review Preliminary Conceptual Sketch Plans prepared in Task II above.

IV. Preliminary Civil Engineering Services – Phasing Plan and Preliminary Estimate of Probable Construction Costs

After meeting with Town staff and elected public officials, we understand that one of the two Preliminary Conceptual Sketch Plans above shall be selected to develop a phasing plan. ESP shall prepare the following plans and documents.

- A. Based on Preliminary Conceptual Sketch Plan selected by Client, prepare up to one (1) Preliminary Phasing Plan for approximately 5.6-acres depicting general phasing of program elements.
- B. Prepare one (1) preliminary grading plan and preliminary earthwork quantity estimate for the 5.6-acre project site based on Preliminary Conceptual Sketch Plan selected by Client.
- C. Prepare a Preliminary Estimate of Probable Construction Costs (Estimate). Estimate shall be prepared using current estimated construction costs based on ESP's experience in the local market.
- D. Submit Estimate and Phasing Plan to Client for information.
- E. Attend public meeting with Town Board to present and review phasing plan and estimate as may be requested.

Town of Weddington Responsibilities

- 1. Provide site information in digital format such as CAD/GIS.
- 2. Provide full information regarding the site related requirements for the project.
- 3. Provide access to the site if needed for services provided by ESP in this agreement.

Attachment 3

Contractor's Price Proposal

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected. Proposal of

Site Planning/Conceptual Designs for Matthews and Town Hall Property

(Name of Proposer)

ESP Associates, Inc.

(Address of Proposer)

3475 Lakemont Boulevard; Fort Mill, SC 29708

803.802.2440

803.802.2515

(Business Phone)

(Fax Number)

tmcmanis@espassociates.com

(E-Mail Address)

The Proposer (hereinafter called "Contractor"), in compliance with your invitation for proposals for: Proposal for the Town of Weddington Site Planning Services, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Contractor's Price Proposal: \$27,000.00

Respectfully submitted:

Name of Company ESP Associates, Inc.

Signature of Officer



Name of Officer

Edward G. Horstkamp III

Title of Officer

Executive Vice President

Attachment 4

**TOWN OF WEDDINGTON
E-VERIFY AFFIDAVIT**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Weddington;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

X After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

 I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

 After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

 Employ less than twenty-five (25) employees in the State of North Carolina.

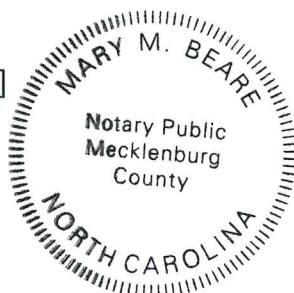
Specify subcontractor: N/A

This the 9th day of August, 2018.

ESP Associates, Inc.
Edward D. Heston III, EXECUTIVE VP
Affiant

Sworn to and subscribed before me, this the 9th day of August, 2018.

[OFFICIAL SEAL]



Mary M. Beare, Notary Public
My Commission Expires: 4/11/21

GENERAL INFORMATION

Company Overview



ESP Associates, Inc. (ESP) is a regional multi-discipline firm serving various phases of project development and public safety. Through our civil engineering, planning, geoenvironmental services, survey and mapping, and water resource management, ESP is a partner in our clients' success. With more than 400 professionals and staff in offices across the U.S., ESP has the resources and talent to meet the requirements of our clients.

LEGAL ENTITY

ESP Associates, Inc.

PROPOSING OFFICE / COMPANY HEADQUARTERS

P.O. Box 7030
Charlotte, NC 28241

PHYSICAL ADDRESS

3475 Lakemont Blvd.
Fort Mill, SC 28241

CURRENT SIZE

Staffing 400+ employees

ADDITIONAL OFFICE LOCATIONS

Concord, NC
Cornelius, NC
Raleigh, NC
Greensboro, NC
Wilmington, NC
Columbia, SC
Charleston, SC
Bradenton, FL
Brentwood, TN
Indianapolis, IN
Pittsburgh, PA

Our approach to service is focused on three objectives: **Listen. Deliver. Improve.**

ESP CORE SERVICE DISCIPLINES



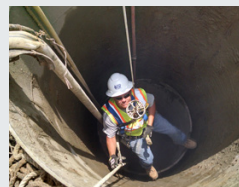
CIVIL ENGINEERING

- **Site Civil Engineering**
- Water Resources Engineering
- Applications Development
- GIS Services
- Construction Engineering Inspection (CEI)
- Materials Testing
- Special Inspections



LAND SURVEYING

- Conventional and GPS
- Mobile LiDAR
- 3D Laser Scanning
- Subsurface Utility Engineering (SUE)
- Hydrographic Surveys
- Aerial Mapping
- UAS Services



GEOENVIRONMENTAL

- Geotechnical Engineering
- Transportation Geotechnical Engineering
- Environmental Consulting
- Geophysics
- Dam Consulting



PLANNING

- **Land Planning**
- Landscape Architecture

ESP is honored to maintain over 30-year relationships with both public and private clients throughout the Southeast. We are a **2018 ENR Top 500 Design Firm** ranked #29 in the Southeast, and a **Zweig Group 2017 Hot Firm** recognized among the 100 fastest-growing A/E consulting firms in the U.S. and Canada.



EXPERIENCE AND QUALIFICATIONS OF THE TEAM

In order to assist the Town of Weddington with site planning/conceptual designs for the Matthews and Town Hall Property, ESP will staff the contract with highly qualified and dedicated professionals. Our team of Planners, Landscape Architects, and Professional Engineers will guide the Town on the most beneficial course of developing a master plan, and estimates for improvement alternatives for the 5.6 acres of land.

In the past, ESP has provided our professional services to cities, towns, counties, and state entities throughout the Carolinas in addition to our private clientele. This experience gives us a unique insight into the development process of capital improvement projects and the strategies needed to effectively manage the project's scope, budget and schedule for successful delivery to the Town. ESP has a history of completing projects using effective communication, high levels of responsiveness and adherence to safety. In addition to our project experience below, please see resumes for our proposed staff to better speak for their individual qualifications.

Project Experience

1. TOWN OF PINEVILLE PARKS & RECREATION NEEDS ASSESSMENT



ESP was contacted by the Town of Pineville to provide assistance with a park and recreation needs assessment. ESP assisted with the development and administration of the Town's Park and Recreation Department Needs Assessment Survey and also helped facilitate meetings with the Town's staff and members of the Parks and Recreation Steering Committee.

The survey was administered to a random sample of 750 Town residents and sought input from the residents on their current usage of recreational facilities and programs, as well as needs and desires for new or renovated facilities and programs. The results of the survey were summarized and presented to the Town Council, and a final document entitled "Town of Pineville – Parks and Recreation Community Needs Assessment" was adopted by the Town Council. The Town used the adopted needs assessment as supporting documentation to pursue various grants for parks and recreation improvements, and a scorer's tower.

2. VILLAGE OF MARVIN, TOWN HALL AND FARMERS MARKET



The Village of Marvin Town Hall and Farmers Market is a site located along New Town Road and Marvin School Road. This site is currently in the permitting phase under design with proposed improvements including a Village Town Hall for Village Staff, as well as covered pavilions for Community Farmers Market uses. This is a unique project that includes blending the different uses of a Village Town Hall with the Community needs and desires for a gathering space, while also incorporating a Greenway / Trail system with access from the Village Town Hall Site. The Greenway / Trail system shall be unique with access into the Town Hall and Farmers Market at multiple locations and is being proposed to include a unique water quality feature incorporating the trail networks around the feature. This site shall also serve as a starting point for trail head access onto this larger greenway system for the Village of Marvin with the purpose of continuing the vision of the Master Plan.

3. TOWN OF FORT MILL, WATERSIDE PARK



ESP is currently assisting the Town of Fort Mill, SC with design and construction documents for a proposed 25-acre park, west of the popular Waterside community and a short walk from the Catawba River. The park is designed to accommodate a range of activities for all ages, including four baseball fields for league and tournament play, large picnic shelter for cookouts and outdoor events, and a 12,000 SF Miracle playground with ADA accessible play structures. The park will also include two maintenance buildings, restroom facility, and a scorer's tower.

4. CAROWINDS AMUSEMENT PARK



Carowinds is a 398-acre amusement park, located adjacent to Interstate 77 at Carowinds Boulevard on the border between North and South Carolina, in Charlotte, NC and York County, SC respectively. Since 2012, ESP has been a trusted partner and consultant to Carowinds providing a range of professional services in support of the planning, design and construction for improvement projects at the amusement park facility. Over the past four years, ESP has provided:

- Civil engineering and landscape architecture for multiple projects throughout the park including The 2015 North Gate Renovation, The Fury Ride Station, Harmony House, The Grove Picnic Pavilion, and many more.
- Various boundary, topographic surveys and SUE evaluations for rides, attractions, facilities, entertainment venues, and infrastructure improvements
- Aerial LiDAR, orthophotography and mapping for the 398-acre site
- Geotechnical engineering, materials testing, and special inspections for more than a dozen park projects

Projects within the park require planning and design during normal park operating times in order for construction to take place during the off-season. ESP has worked to schedule data collection throughout the overnight hours during the park's regular season on specific projects to avoid park closure and/or disruption to guests. Working with Carowinds has pushed ESP to work consistently on tight schedules and timeframes for our service areas including expedited field services (i.e. working during overnight hours) and construction document design / permitting. This experience is being used to improve our communication and coordination on future projects.

5. CYPRESS GARDENS



Cypress Gardens was affected by the historical floods of October 2015, causing the Gardens to close, meaning no visitors are permitted to access the site. This disaster left the Gardens in a position where renovation and updates are necessary. A three phase plan has been suggested to re-open the Gardens. In order to efficiently develop a proper phasing sequence and priority of projects, ESP developed a Vision and Master Plan.

ESP prepared an extensive plan of action to move forward with renovation of the facilities. Included in this scope were a project schedule, survey of 13 acres, conceptual sketch plans, AutoCAD drawings, landscape plan and hardscape plans. ESP also conducted a series of on-site meetings with County stakeholders to provide visual exploration and documentation of the site and existing conditions. The final deliverable was a three-dimensional rendering used as a tool to market the project to local municipal leaders, staff, citizens and potential corporate donors.

6. YORK COUNTY GOVERNMENT CENTER BUILDING



ESP assisted York County with the evaluation of a potential site for York County's New government center Building. The building has an approximate footprint of 20,000 sqft on 4-levels for a total of 80,000+ sqft of office space with associated parking and infrastructure. Our services have included landscape architecture, geotechnical evaluations, Phase I and II environmental assessments, preliminarily characterizing the nature and extent of buried waste while observing the waste for potential asbestos containing material, land surveying, and facilitating wetlands delineation. In addition, ESP has provided consultation regarding potential environmental and geotechnical development challenges and provided options. We are currently assisting client with obtaining SCDHEC UST trust fund assistance with costs associated with abandonment and replacement of on-site monitoring wells.

Municipal Experience

In our 30 years of service, ESP has provided our professional services to cities, towns and counties throughout North Carolina. This experience gives us both the unique insight into the project development process for local governments and the strategies to effectively manage the project scope, budget and schedule to successfully deliver the services for capital improvement and other smaller projects. The below list provides a brief snapshot of some of our municipal clients.



NORTH CAROLINA MUNICIPAL & LOCAL GOVERNMENT CLIENTS INCLUDE:

- | | | | |
|--|--------------------------------------|---|--------------------------------|
| ▪ Anson County | ▪ City of High Point | ▪ Mecklenburg County | ▪ Town of Morrisville |
| ▪ Bessemer City | ▪ City of Kannapolis | ▪ NCDEQ | ▪ Town of Pineville |
| ▪ Boone Housing Authority | ▪ City of Locust | ▪ NC Emergency Management | ▪ Town of Rural Hall |
| ▪ Cabarrus County | ▪ City of Monroe | ▪ Pitt County | ▪ Town of Spencer |
| ▪ Cape Fear Public Utility Authority | ▪ City of Mount Holly | ▪ Public Works Commission of the City of Fayetteville | ▪ Town of St. James |
| ▪ Charlotte-Mecklenburg Storm Water Services | ▪ City of Raleigh | ▪ Rowan County | ▪ Town of Troy |
| ▪ Charlotte Water | ▪ City of Rocky Mount | ▪ Town of Apex | ▪ Town of Wadesboro |
| ▪ City of Charlotte | ▪ City of Salisbury | ▪ Town of Cary | ▪ Town of Weddington |
| ▪ City of Durham | ▪ City of Troy | ▪ Town of Granite Quarry | ▪ Union County |
| ▪ City of Fayetteville | ▪ City of Wilmington | ▪ Town of Harrisburg | ▪ Village of Bald Head Island |
| ▪ City of Greensboro | ▪ Cleveland County Sanitary District | ▪ Town of Huntersville | ▪ Village of Marvin |
| ▪ City of Greenville | ▪ Gaston County | ▪ Town of Mint Hill | ▪ Wake County |
| | ▪ Guilford County | | ▪ Wilmington Housing Authority |
| | ▪ Lexington Housing Authority | | |



Resumes

Tristan McMannis, PLA, ASLA, LEED ® AP BD + C PROJECT MANAGER / POINT OF CONTACT

Mr. McMannis joined ESP in mid-2012 as an experienced professional. He graduated from The Ohio State University in late 2005 with a Master of Landscape Architecture degree and relocated to North Carolina to begin his career. Mr. McMannis is licensed in both North and South Carolina. His experience includes performing a variety of roles from production to project management on a diverse array of public and private projects. Mr. McMannis' past experience includes design of park and recreation facilities, medical office buildings and healthcare facilities, commercial/retail developments, civic/municipal sites, and religious/institutional facilities. His areas of specialization include project management, site and master planning, stormwater management, sustainable design, construction detailing, and landscape design. Mr. McMannis has extensive software experience, including Autodesk Civil 3D, Hydraflow Hydrographs, Bentley Storm CAD, Pond Pack, Flow Master, Culvert Master, ESRI ArcGIS, Adobe Photoshop, Google SketchUp and Microsoft Project.

EDUCATION
MA, Landscape Architecture
BS

LICENSE/CERTIFICATION:
Landscape Architect:
NC #1622; SC #1100
Registered LEED
Professional

▀ Relevant project experience:

Town of Fort Mill, Waterside Park | Fort Mill, SC: As Project Manager, Mr. McMannis is working with the Town of Fort Mill in 2018 on a proposed 25-acre community park consisting of the site design of two (2) adult co-ed softball fields with scorer's tower, two (2) little league baseball fields, site development for a miracle playground designed by others, one (1) restroom and concession facility, one (1) maintenance building, two (2) parking lots totaling more than 330 parking spaces, and associated infrastructure. ESP has worked with the Town of Fort Mill from preliminary engineering and planning through construction documents.

Village of Marvin Town Hall | Marvin NC: As project manager, Mr. McMannis assisted the Village of Marvin with the site design for a proposed 5,495-sf Village Hall Building located on approximately 3.6-acres and included a 3,500-sf outdoor farmers market with two (2) future shelters, a 37-space parking lot with permeable pavers, two (2) above ground dry detention basins with sand filters, and associated infrastructure. The project was located within the Sixmile Creek Watershed and the proposed stormwater measures noted above needed to be designed to the Goose Creek stormwater rules. In addition to stringent stormwater quality requirements, the site design also needed to be coordinated with roadway improvements being designed by others along both frontages at New Town Road, and Marvin School Road.

Carowinds Amusement Park | NC & SC: Carowinds is a 398-acre amusement park, located adjacent to Interstate 77 at Carowinds Boulevard on the border between North and South Carolina, in Charlotte, NC and York County, SC respectively. Since 2012, ESP has been a trusted partner and consultant to Carowinds providing a range of professional services in support of the planning, design and construction for improvement projects at the amusement park facility. Since 2012, Mr. McMannis has managed multiple projects throughout the park including the 2015 North Gate Renovation, The Fury Ride Station, Harmony Hall, The Grove Picnic Pavilion, 2016 Waterpark Expansion, County Fair Renovation, Camp Snoopy Renovation, and many other projects.

Town of Pineville Needs Assessment | Pineville, NC: As project manager, Mr. McMannis assisted with the development and administration of the Town's Park and Recreation Department Needs Assessment Survey. Mr. McMannis also helped facilitate meetings with the Town's staff and members of the Parks and Recreation Steering Committee. The survey sought input from the residents on their current usage of recreational facilities and programs, as well as needs and desires for new or renovated facilities and programs.

Matthew J. Levesque, PLA

PLANNING DEPARTMENT MANAGER

As a member of the ESP Land Planning Department, Matt is an integral part to the management and design process of the department. A graduate of Clemson University, his background includes a total of three years of experience with a landscape architecture firm on Hilton Head Island, SC, before coming to ESP. Since joining ESP in 2004, Matt has been working on a broad range of project types, with this broad range of projects and experiences he is able to adapt to many aspects of the profession.

Professionally registered as a Landscape Architect in North and South Carolina, Matt has experience in master planning, residential design, community land planning, commercial design, parks, streetscapes, and recreational design in the Carolina's and Georgia. His work experience enhances the team's ability to plan a superior project, then implement the plan and provide for the necessary project management within the department.

EDUCATION

BS, Landscape Architecture

LICENSURE/CERTIFICATION:

Landscape Architect:
NC #1432; SC #928

Relevant project experience:

CVB Sports Complex | Mooresville NC: Senior land planner responsible for the master plans and conceptual planning process. Sports complex is currently in the design development process and Mr. Levesque is responsible the landscape architecture construction documents while teaming with the ESP civil engineering department for a proposed 30-acre sports complex, located along Mazeppa road in Mooresville, North Carolina. The sports complex is designed to accommodate a range of activities for all ages, including six (6) soccer fields for league and tournament play, fifteen (15) sand volleyball courts, Indoor sports facility, picnic shelter for cookouts and outdoor events, And additional concession and restroom facilities. The park will also include multipurpose grass fields and over 600 parking spaces.

Fort Mill Parks | Fort Mill SC: Senior land planner responsible for the design and construction documents for a proposed 25-acre park, west of the popular Waterside community and a short walk from the Catawba River. The park is designed to accommodate a range of activities for all ages, including four baseball fields for league and tournament play, large picnic shelter for cookouts and outdoor events, and a 12,000 SF Miracle playground with ADA accessible play structures. The park will also include two maintenance buildings, restroom facility, and a scorer's tower.

Upper Palmetto YMCA Site | Fort Mill, SC: Senior landscape architect for the 15-acre site which includes a new YMCA facility, associated parking and recreational fields. ESP prepared a Preliminary Site Plan to include a utility layout for water and sanitary sewer, preliminary storm drainage, conceptual layout, project access, street network, building envelopes, parking areas, open space areas, buffers, and connectivity points to surrounding properties. As part of this project, the ESP team was asked to submit and negotiate through the local Technical Review Committee for Lancaster County.

York County, New Government Center | York, SC: Senior landscape architect for York County's New Government Center Building. ESP provided landscape design services for the site, including foundation planting for the building, parking area plantings, and streetscape design along South Congress and West Jefferson Streets to meet the City of York's Historic District requirements.

City of Locust Park Master Plan | Locust NC: Senior land planner and landscape architect for the project which consists of a master plan, site details and construction observation for the Officer Jeff Shelton Memorial Park, which received more than \$1 million in donations and labor to build the park in honor of the fallen Charlotte-Mecklenburg Police Department Officer, Jeff Shelton. The park includes features such as an exercise trail, a dog park, waterfall, butterfly garden, outdoor amphitheater, playground, picnic shelters, restrooms and a park office. The park also includes a memorial plaza area to reflect on Officer Shelton's life. In addition, two pocket parks were also designed along Main Street located between the Town Center and Shelton Memorial Park.

Danis E. Simmons, PE

PRINCIPAL-IN-CHARGE

Mr. Simmons has 24 years of experience and management in commercial, municipal, residential and institutional land development and infrastructure design. Mr. Simmons is responsible for the management of multiple engineering departments in numerous locations in the Southeast that perform site civil design, infrastructure design and water resource management design. Some of his responsibilities include personnel supervision, client management and communication, coordination with governmental review agencies, design oversight, project management, and administrative duties. His capabilities include project management of both large and small design projects, design of storm sewer systems, flood studies, culvert design, detention, water quality ponds (BMP design), erosion control, street alignment (horizontal and vertical), detailed mass grading, sanitary sewer trunk line, lift station design, and water main distribution system design. Project experience includes commercial subdivisions, commercial site designs, distribution system design and municipal sanitary sewer system improvement design and evaluation. roadway design, single-family subdivisions, multi-family subdivisions, municipal water.

EDUCATION

BS, Civil Engineering

LICENSURE/CERTIFICATION:

Professional Engineer:
NC #25775; SC #21772;
TN #104190

Relevant project experience:

Carowinds - Various Projects | York County/Ft. Mill, SC: Division Manager and Civil Engineer of Record for numerous projects located within the Carowinds amusement park including the Picnic Pavilion, Fury 325, Carolina Harbor Waterpark Expansion, County Fair Midway Renovation, North Gate / Main Entrance Renovations and other infrastructure projects including specific utility design, pump stations, parking lots and stormwater management. Carowinds is located along the NC/SC border and multiple projects within the park have been required to be permitted in two governing jurisdictions. Typical project requirements have included ride relocations, site planning, proposed pedestrian walkways with ADA access, landscape architecture, stormwater management facility design, utility design, grading design, erosion control design and associated permitting.

zMAX Dragway | Concord, Cabarrus County, NC: Division Manager of project team responsible for conceptual design, design development, construction document preparation, permitting and construction observation of utilities and stormwater management facilities for the approximately 500-acre drag racing facility in Concord, Cabarrus County, North Carolina. Coordination required for the project was immense including the Owner, NHRA officials, different architects for aspects of the project, contractor – both site development and general, and working with City staff / review authorities through the permitting process. Our services included site plan design, grading, erosion and sedimentation control, utility design and permanent storm water management for approximately 50 acres of impervious surface.

The Plaza Streetscape Project | Charlotte, NC: Design engineer and quality control reviewer for an approximately 2,300 linear foot roadway improvement project for the City of Charlotte from James Road to Plott Road. The project included horizontal and vertical alignment design for review by the City and final design of the associated infrastructure - storm drainage, landscape improvements, turn lanes and bicycle lanes.

Beth L. Bailey, PLA, ASLA

LAND PLANNER / LANDSCAPE ARCHITECT

Ms. Bailey is a Landscape Architect with 27 years of experience in Master Planning, Conceptual Design, Site-Appropriate Design. She has worked with many clients including Crescent Resources and Audubon International. She provides unique solutions to clients by studying the site to uncover the potential and unique qualities it holds. As a Landscape Architect, Ms. Bailey looks at the unique features of a site and uses those to tell the story of that place, described through the built environment.

Relevant project experience:

Town of Fort Mill, Waterside Park | Fort Mill, SC: Landscape architect responsible for the landscape plans for a proposed 25-acre community park consisting of the design of two (2) adult co-ed softball fields with scorer's tower, two (2) little league baseball fields, site development for a miracle playground designed by others, one (1) restroom and concession facility, one (1) maintenance building, two (2) parking lots totaling more than 330 parking spaces, and associated infrastructure. ESP has worked with the Town of Fort Mill from preliminary engineering and planning through construction documents.

York County, New Government Center | York, SC: Land planner / landscape architect for York County's New Government Center Building. ESP provided landscape design services for the site, including foundation planting for the building, parking area plantings, and streetscape design along South Congress and West Jefferson Streets to meet the City of York's Historic District requirements.

Cypress Gardens | Berkeley County, SC: Land planner/landscape architect for a major effort that has been under way to prepare Cypress Gardens for re-opening. ESP prepared an extensive plan of action to move forward with renovation of the facilities. Included in this scope were a project schedule, survey of 13 acres, conceptual sketch plans, AutoCAD drawings, Landscape Plan and Hardscape Plans. Because of the limited capabilities of the County construction crews and tight budgets, the designers needed to be very mindful of the construction details and methods.

Wellmore Senior Living Facility | Daniel Island / Charleston, SC: Land planner / landscape architect for the project which consists of a new assisted living and memory care facility. The grounds of the facility includes rehabilitation gardens including hardscape design to mimic real life applications of stairs, memory care gardens including interactive memory stations within the landscape, and decorative entry areas and formal gardens. The grounds also include trails that incorporate views of the marsh and water while also incorporating the existing specimen trees within the landscape for natural shade and sitting areas.

Entry Monument and Streetscape Design for Omni Industrial Campus, North Pointe Business Campus, Ridgeville Industrial Campus, Southern Carolina Industrial Campus | Charleston, SC Area*: Landscape Architect for the design of entrance monuments and streetscape planting for four business/industrial sites in the Charleston, SC area. Work included concept design through construction document preparation and limited construction phase services. The goal was to create a visual brand through the monumentation for the campuses as a whole while referencing the individual offerings of each site.

* Indicates work performed prior to joining ESP.

EDUCATION

BA, Architecture
AFA, Visual Arts
Professional Studies, Master Planning, Urban Retail, Mixed-Use Design and Development

LICENSURE/CERTIFICATION:

Landscape Architect:
NC #1621; SC #727

Keane P. McLaughlin, PLA, AICP, ENV^{SP}

LANDSCAPE ARCHITECT

Mr. McLaughlin, a Project Manager/Landscape Architect with ESP and has more than 20 years of professional experience, with an extensive career in career in the many aspects of planning, design, development, and construction. He is knowledgeable with Aviation Master Plans, Feasibility Studies, Land Development, Site Analysis, Planting and Hardscape Plans, Physical Security Design, Low Impact Development, Campus Planning, Facilities Programming, and Design Charrettes.

EDUCATION

BS, Landscape Architecture

LICENSURE/CERTIFICATION:

Landscape Architect:

NC #1932; SC #848

AICP American Institute of
Certified Planners #29140

▀ Relevant project experience:

Cypress Gardens Master Plan and Construction Documents for Renovation | Berkeley County, SC:

Landscape Architect responsible for preparing a Comprehensive Master Plan for the historic gardens and low country swamp owned and operated by Berkeley County. This public attraction was devastated by the 2015 flooding and remained closed for several years. As Planner and Landscape Architect re-designed the site for better utilization and public appreciation. Prepared Construction Documents to allow for optional County provided construction and operation. New design included ticket booth, parking lot, LID stormwater and Barrier Free design.

Berkeley County Public Works Master Plan | Moncks Corner, SC*: Worked with County Supervisor staff to develop a long-term plan for the utilization of a 150-acre municipal campus. This Environmental impacted site was studied to determine the best municipal and private/commercial use of the 250,000-sf existing manufacturing facility. Provided multiple concepts and vision for the site and architecture to use as real estate collateral material.

City of Charleston, Master Land Use Plan for City Public Works Annexation | North Charleston, NC*:

Developed a strategy and Master Plan for the re-development of a 50-acre parcel previously owned by the US Navy into a new Public Works Administration Complex; Developed a plan to reuse the existing infrastructure framework and avoid Environmental sensitive areas. Uses included new City Hall, Police and Fire HQ, Public Works, Social Services and Commercial Out-Parcels.

Pepperhill Sports Complex | North Charleston, SC*: Landscape Architect that provided Site Analysis, Master Planning, Site Design Concepts, Final Site Plan, Landscape and Hardscape Plans with Specifications. Project included developing a site plan and permitting for a 20 acre soccer/football and baseball sporting complex. New design includes concession stand, scoring box, meeting area, restrooms, new soccer fields, new parking lot for 200 plus vehicles, and pedestrian paving.

Green Grove Community Center | City of North Charleston, SC*: Landscape Architect on this multi-discipline team for the completion of construction documents for the 1,200 SF community center. This project required the coordination of disciplines and documents for a successful project.

Football Complex Renovation, Charleston Southern University | North Charleston, SC*: Landscape Architect that provided overall site planning and design for entry plaza and surrounding landscape/hardscape through renderings and Construction Documents. Project included full A-E design for the football complex renovation for Charleston Southern University (CSU). The renovation will include a new entry plaza (including ticket booth), berm, and fencing around the current football/track complex.

* Indicates work performed prior to joining ESP



ESP Corporate Office

3475 Lakemont Boulevard
Fort Mill, South Carolina 29708
803.802.2440

Mailing

PO Box 7030
Charlotte, North Carolina 28241

Concord

7144 Weddington Rd., NW
Suite 110
Concord, NC 28027
704.793.9855

Cornelius

20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704.649.2863

Raleigh

2200 Gateway Centre Blvd.
Suite 216
Morrisville, NC 27560
919.678.1070

Greensboro

7011 Albert Pick Rd.
Suite E
Greensboro, NC 27409
336.334.7724

Wilmington

211 Racine Drive
Suite 101
Wilmington, NC 28403
910.313.6648

Columbia

2711 Alpine Rd.
Suite 200
Columbia, SC 29223
803.705.2229

Charleston

5900 Core Ave.,
Suite 104
North Charleston, SC 29406
843.714.2040

Indianapolis

8673 Bash Street
Indianapolis, IN 46256
317.537.6979

Bradenton

518 13th Street West
Bradenton, FL 34205
941.345.5451

Nashville

500 Wilson Pike Circle
Suite 310
Brentwood, TN 37027
615.760.8300

Pittsburgh

One Williamsburg Place
Suite G-5, Box 13
Warrendale, PA 15086
724.462.6606

800.960.7317
www.espassociates.com

Attachment 3

Contractor's Price Proposal

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected. Proposal of

Cardno, Inc.

(Name of Proposer)

9800 Southern Pine Blvd. Suite I

(Address of Proposer)

Charlotte, NC 28273

(704) 927-9700

(980) 422-0938

(Business Phone)

(Fax Number)

eric.lalone@cardno.com

(E-Mail Address)

The Proposer (hereinafter called "Contractor"), in compliance with your invitation for proposals for: Proposal for the Town of Weddington Site Planning Services, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Contractor's Price Proposal: \$3,500

Respectfully submitted:

Cardno, Inc.

Name of Company

Signature of Officer



Name of Officer

Andrew Hill

Title of Officer

Principal

Attachment 4

TOWN OF WEDDINGTON
E-VERIFY AFFIDAVIT

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Weddington;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☐ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: N/A

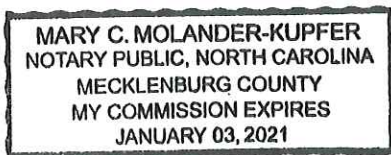
This the 9th day of August, 2018.



Affiant

Sworn to and subscribed before me, this the 9th day of August, 2018.

[OFFICIAL SEAL]



Mary C. Molander-Kupper Notary Public

My Commission Expires: 1-3-2021

Cardno Legal Contract Review Schedule

Contract Request ID	2253
Client	The Town of Weddington
Cardno Contact	Andrew Hill
Cardno Division	Infrastructure – Civil
Review Date	8 th August 2018
Additional Information	

Item	Reference	Legal Exceptions		Level of Importance
1	7.	After the words “of the Contract” insert “to the extent caused by negligence”		Mandatory
2	28.	Insert the following as a new clause: <i>“Neither party shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.”</i>		Advisable
3	29.	Insert the following as a new clause:- <i>“Notwithstanding any other clause in this Agreement, the total aggregate liability of the Service Provider to The Town for any claims, losses, costs or damages arising out of or in</i>		Mandatory. Approval to proceed with the

		<p><i>connection with the Service Provider's performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to five times the total compensation received by the Service Provider or the limits of the relevant insurance policies pursuant to this Agreement, whichever is greater.</i></p> <p><i>The limits of liability in this clause do not apply to any liability of the Service Provider arising from claims made by any third party for personal injury, death or damage to any property."</i></p>		<p>contract must be obtained from your Division Manager if this exception is not accepted by the Client.</p>
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TOWN OF W E D D I N G T O N

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: August 13, 2018

SUBJECT: Text Amendment to Add Chapter 92 Property Maintenance and Nuisance Abatement

The attached Property Maintenance and Nuisance Abatement Ordinance is summarized below:

92-03 states that the town will only regulate this ordinance when someone reports a nuisance.

92-10 declares any accumulation of litter, debris, garbage, junk, etc. from any front or side yard, or underneath any building, as a public nuisance. It also controls weeds and grasses over 24 inches. However, pastures, wooded areas, regulated meadows and undeveloped open space are exempt.

92-11 regulates construction debris on property visible from the street or an adjoining lot.

92-12 regulates large pieces of junk versus the accumulation of junk described in 92-10. Specifically, dilapidated furniture, icebox, refrigerator, stove or other appliance, machinery, equipment, building material or other item or junk which is either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition or which is not completely enclosed within a building.

92-13 and 92-15 includes procedures to abate or subject the offender to civil penalties. The owner has a right to appeal the violation in writing to the Town Council.

92-50 and 92-51 authorizes the town to remove abandoned, nuisance or junked vehicles. These terms are defined by state statute. The remaining sections describe the notice, removal and disposal of such vehicles.

Recommendation

Staff recommends approval of the text amendment adding Chapter 92 Property Maintenance and Nuisance Abatement.

CHAPTER 92

PROPERTY MAINTENANCE AND NUISANCE ABATEMENT

General Provisions

- 92-01 Purpose
- 92-02 Definitions
- 92-03 Investigation of Public Nuisances

Property Maintenance and Nuisance Abatement

- 92-10 Occupants or owners shall keep premises free of litter, debris, junk and the like
- 92-11 Debris From Construction Left On Property
- 92-12 Junk; Removal
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Abandoned and Junked Motor Vehicles

- 92-50 Abandoned, nuisance and junked motor vehicle prohibited
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General Provisions

92-01 PURPOSE

This article is enacted pursuant to the authority conferred upon the town by the general assembly of the state for purposes of creating conditions essential to the health, safety, convenience and general welfare.

92-02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLE. A vehicle that meets any of the following conditions:

- (1) Is left on public grounds or town-owned property in violation of a law or ordinance prohibiting parking.
- (2) Is left for longer than two hours on private property without the consent of the owner, occupant or lessee of the property.
- (3) Is left for longer than seven days on public grounds.

ADMINISTRATOR. The person or persons designated by the town council to perform the duties and responsibilities assigned by this chapter to the Administrator.

BUILDING MATERIALS. Any material such as lumber, brick, plaster, gutters, fences or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

BUSINESS TRASH. Any waste accumulation of dust, paper and cardboard, excelsior, rags or other accumulations, other than garbage or household trash, which are usually attendant to the operation of stores, offices and similar businesses.

CHRONIC VIOLATOR. A person who owns property whereupon, in the previous calendar year, the town gave notice of violation of this article at least three times under any provision of this article.

CODE ENFORCEMENT OFFICER. The persons assigned by the Administrator to carry out the duties of enforcing the code of ordinances for the town.

COMMERCIAL ESTABLISHMENTS. Any retail, manufacturing, wholesale, institutional, religious, governmental or other nonresidential establishment at which garbage or trash may be generated.

DEBRIS. Remains of anything broken, broken down, taken apart, damaged or destroyed including but not limited to litter or trash.

ESTABLISHED DRIVEWAY. An area that is paved, graveled, bare of vegetation or otherwise clearly indicative of the area that is normally used for vehicles to enter onto or exit from real property from or to a public or private street.

GARBAGE. All solid wastes capable of being rapidly decomposed by microorganisms, including but not limited to animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, as well as animal offal and carcasses, but

excluding sewage and human wastes.

HAZARDOUS REFUSE. Material such as cleaning fluids, crankcase oils, cutting oils, paints, explosives, acids, caustics, poisons, drugs, radioactive products, infected materials, offal, fecal matter and any other material hazardous to people or the environment if not disposed of properly.

HOUSEHOLD TRASH. Every waste accumulation of paper, sweepings, dust rags, bottles, cans, cardboard, plastic, small pieces of wood, rubber, leather or other matter of any kind, other than garbage and yard trash, which is usually attendant to housekeeping.

INDUSTRIAL WASTES. All wastes, including solids, semi-solids, sludges and liquids resulting directly from industrial, processing or manufacturing operations.

JUNK. Worn out or discarded metal, old iron, used plumbing parts or fixtures, other metals, automobile parts, chains, copper, machines or parts of machinery, bottles, rags, tallow, hide, worn-out tires, broken glass, aluminum, tin or other sharp, pointed, jagged or rusted metal or other articles commonly known as junk. In addition **JUNK** means household appliances and upholstered furniture and mattresses not designed or manufactured for outdoor use.

JUNKED MOTOR VEHICLES. A motor vehicle that does not display a current license plate and that:

- (1) Is partially dismantled or wrecked; or
- (2) Cannot be self-propelled or moved in a manner in which it was originally intended to move; or
- (3) Is more than five years old and appears to be worth less than \$500.

MOTOR VEHICLES. Any machine designed or intended to travel over land or water by self-propulsion or while attached to a self-propelled vehicle.

NUISANCE VEHICLE. A vehicle on public or private property that is determined and declared by the proper authorizing official to be a health or safety hazard, a public nuisance, and unlawful, including a vehicle found to be:

- (1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or
 - (2) A point of heavy growth of weeds or other noxious vegetation over twelve inches in height; or
 - (3) A point of collection of pools or ponds of water; or
 - (4) A point of concentration of quantities of gasoline, oil, or other flammable or explosive materials;
- or
- (5) One which is a source of danger for children through entrapment in areas of confinement which cannot be operated from the inside, such as trunks, hoods, and the like; or
 - (6) So situated or located that there is a danger of the vehicle falling or turning over; or
 - (7) One which is a point of collection of solid waste, garbage, food waste, animal waste, or any other rotten or putrescible matter of any kind; or

(8) One which is a source of danger for children from exposed sharp parts thereof which are jagged or contain sharp edges of metal or glass; or

(9) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Town Council.

PERSON. Any natural person, corporation, partnership, authority created by statute, association or other entity of combination thereof.

REFUSE. Solid waste accumulations consisting of garbage, household trash, yard trash and business trash as defined in this section.

SMALL DEAD ANIMALS. Cats, dogs, small household pets and other animals of similar size.

TREE TRIMMINGS. Waste accumulation of tree branches, tree limbs, parts of trees, leaves or other matter usually created as refuse in the care of trees and bushes.

WASTES. All useless, unwanted or discarded materials resulting from domestic, industrial, commercial or community activities.

YARD. Any area on the same lot with a building or buildings lying between the building or buildings and the nearest lot line. **FRONT YARD** means an open, unoccupied space between the street right-of-way line, and the front of a building, projected to the side lines of the lot. **REAR YARD**, means a yard extending the full width of the lot on which a principal building is located and situated between the rear lot line parallel thereto and passing through the point of the principal building nearest the rear lot line. A **SIDE YARD** means a space extending from the front yard to the rear yard between the principal building and the side lot line as measured perpendicular from the side lot line to the closest point of the principal building. If there is not a building on the property, the entire property shall be deemed the **FRONT YARD**.

YARD TRASH. Waste accumulation of lawn, grass and shrubbery cuttings or clippings, free of dirt, rocks, large branches and bulky or noncombustible material.

92-03 INVESTIGATION OF PUBLIC NUISANCES

The Administrator or his designee, upon notice from any person of the possible existence of any of the conditions described in §§§ 92-10, 11 and 12, shall conduct or cause to be made by the appropriate official such investigation as may be necessary to determine whether conditions exist which may constitute a public nuisance as declared in §§§ 92-10, 11 and 12.

Property Maintenance and Nuisance Abatement

92-10 OCCUPANTS OR OWNERS SHALL KEEP PREMISES FREE OF LITTER, DEBRIS, JUNK AND THE LIKE.

Every person owning or occupying a premises within the town corporate limits shall keep the property clean. The existence of any of the following conditions on any property, vacant lot or other parcel of land within the corporate limits is dangerous and prejudicial to the public health or safety and is hereby declared a public nuisance.

- (A) Any accumulation of litter, debris, refuse, garbage, junk, hazardous refuse, household trash, business trash, scrap materials, or animal excrement on any front or side yard, or underneath any building.
- (B) The uncontrolled growth of noxious weeds and grasses to a height in excess of 24 inches causing or threatening to cause a hazard detrimental to the public health or safety. Provided, however, that bona fide farming crops as well as food and flower gardens while maintained for such purposes, pastures, naturally wooded areas, regulated wetland or meadows and areas designed as undeveloped open space or meadow by the Town, are exempt from the provisions of this subchapter.
- (C) An open or unsecured storage or collection place for chemicals, oils, gasoline, flammable liquids, or other similar Hazardous Refuse.
- (D) Any condition detrimental to the public health and safety which violates the rules and regulations of the county Health Department.

92-11 DEBRIS FROM CONSTRUCTION LEFT ON PROPERTY

All refuse, lumber, debris and other building materials on private property which are visible from the street or an adjoining lot for any reason including, but not limited to, construction in progress for the remodel or repair of any existing buildings, the erection and completion of any new buildings or the addition to existing buildings, all pursuant to a lawfully-issued and currently-active building permit, shall be removed by the property owner immediately or, in the event of work under a building permit, within 15 calendar days from the completion of the aforesaid work. An owner or occupant may need to verify that construction is currently in progress if there has been no construction activity for over 30 calendar days and show good cause why the town should not abate the refuse, lumber, debris and other building materials left or stored on the property.

92-12 JUNK; REMOVAL

It shall be unlawful for any owner or occupant of any land, building, structure, dwelling or dwelling unit to place or leave (or allowed to be placed or remain) outside of any such building, structure, dwelling or dwelling unit or upon such land any dilapidated furniture, icebox, refrigerator, stove or other appliance, machinery, equipment, building material or other item or junk which is either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition or which is not completely enclosed within a building.

92-13 ABATEMENT OF VIOLATIONS

(A) ***Contract for abatement services.*** Whenever the Administrator, or his or her authorized designee, has determined that a violation of this article and/or a nuisance exists and has provided proper notice thereof, the property owner, occupant or person in possession of the premises on which the nuisance is located may contract with the town to remove such conditions at a fee paid in advance and upon such terms and conditions as the Administrator, or his or her authorized designee, may approve, except that as a condition of all such agreements the property owner, occupant or person in charge of the premises shall by signed writing in advance of any work release the town from any liability arising from or resulting from the removal of such conditions. In the event the owner of the property is not the occupant, then a signed release shall be required from both the property owner and the occupant before the town will proceed.

(B) ***Abatement for chronic violations.*** Whenever the Administrator, or his or her authorized designee, has determined that a violation of this article and/or a nuisance exists and has provided proper notice thereof pursuant to this subsection, the town may proceed to abate a nuisance on property owned by a chronic violator. In such a case, the town shall notify a chronic violator of this article and that, if the violator's property is found to be in continued violation of this article, the town shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. For a chronic violator, the town's initial annual notice (that the town will abate the nuisance) shall be served by registered or certified mail, with a copy sent by regular mail.

(C) ***Summary abatement for health and safety violations.*** Whenever the Administrator, or his or her authorized designee, has determined that a violation of this article and/or a nuisance exists and has provided proper notice thereof, upon the failure of the property owner, occupant or person in possession of the premises to take the corrective action ordered by the board or the Administrator, or his or her authorized designee, within the time specified, the town may remove, abate or remedy the condition that is dangerous or detrimental to the public health or public safety and the expense of such action shall be paid by the person in default pursuant to G.S. 160A-193. If not paid, such expenses shall become a lien upon the land or premises where the violation occurred and may be collected as unpaid ad valorem taxes.

(D) ***Remedies available notwithstanding civil penalties.*** Each of these remedies shall be and remain available to the town notwithstanding any civil penalties that have been issued under [92-14](#), civil penalties.

92-14 CIVIL PENALTIES

(A). Any violation of this article or the failure to abide by any lawful order issued pursuant to this Article shall be punishable as provided herein:

(1) In accordance with the requirements of G.S. 160A-175(b), it is expressly declared that violation of any provision hereof or a failure to comply with any of this article's requirements or orders issued hereunder shall not be considered a misdemeanor or infraction under G.S. 14-4 or 14-3.1, but shall constitute a civil offense and shall subject the offender to a civil penalty as set forth herein. After notice of violation/warning citation has been issued and the violation is not corrected at the end of 15 calendar days, a civil citation shall be issued and civil penalties assessed as set forth in the table below.

NOTICE OF VIOLATION (NOV) OR INITIAL WARNING	
Opportunity to Appeal to the Town Council within 15 days of NOV or initial warning	
CITATION	CIVIL PENALTY AMOUNT
<u>First Penalty Citation</u>	\$100.00
The fine shall be paid within 15 days and the violation shall be corrected within 15 days from citation.	
<u>Second Penalty Citation</u>	\$250.00
Issued after 15 days for on-going failure to abate and the violation shall be corrected within 15 days from citation.	
<u>Third Penalty Citation*</u>	\$500.00
Issued after 15 days for on-going failure to abate.	*per day for each day the nuisance continues

Any person violating this article shall be issued a warning citation and in the event of failure to abate, a subsequent civil penalty citation per the procedures set forth in this subsection of the Code of Ordinances. Any citation of a violation may be issued by any Sherriff's Deputy, Administrator, building inspection officer, code enforcement officer or such other office as is charged from time to time by the town council with the enforcement of this article. However, the Administrator or his or her designee in his or her sole discretion may:

- (a) Reduce a civil penalty assessed based upon the totality of the circumstances; or
- (b) Withhold issuance of a civil penalty citation in the event a property owner has commenced in good faith to abate the nuisance but the abatement has not been completed at the expiration of the initial 15-day warning period.

Each day's continuing violation after the deadline set forth in the third civil penalty citation notice shall be a separate and distinct offense for purposes of the penalties and remedies set forth herein.

92-15 APPEAL

With respect to any nuisance for which a notice of violation or warning citation notice was given, the owner, occupant or person in possession of the premises has a right to appeal to the town council. Such appeal shall be made in writing, on a form provided by the Town of Weddington entitled "Application for an Appeal," specifying the grounds thereof and accompanied by a filing fee set by the town council. The appeal shall be filed with the administrator or code enforcement officer no later than 15 calendar days after the date of the notice of violation or warning citation. The appeal shall be heard at the next regularly scheduled meeting of the town council, and except in cases of imminent danger or circumstances that pose a substantial threat to the health and safety of citizens, further proceedings to abate the nuisance or issue a civil penalty shall be stayed until the appeal is heard and decided.

Abandoned and Junked Motor Vehicles

92-50 ABANDONED, NUISANCE AND JUNKED MOTOR VEHICLE PROHIBITED;

(A) It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, to leave, cause or allow a motor vehicle to become an abandoned motor vehicle.

(B) It shall be unlawful for the registered owner or person entitled to possession of a vehicle, or for the owner, lessee or occupant of the real property upon which the vehicle is located, to leave, cause or allow such vehicle to remain on the property after it has been declared a nuisance vehicle.

(C) It shall be unlawful for the registered owner or person entitled to the possession of a junked motor vehicle, or for the owner, lessee or occupant of the real property upon which a junked motor vehicle is located to leave or allow the junked motor vehicle to remain on the property after the vehicle has been ordered removed.

92-51 REMOVAL OF ABANDONED, NUISANCE AND JUNKED VEHICLES AUTHORIZED.

(A) Subject to division (B) of this section, whenever it is made to appear to appropriate town officials that abandoned, nuisance or junked motor vehicles exist within town limits, the town may have the vehicles removed to a storage yard or area and thereafter may dispose of them in accordance with the provisions of this chapter.

(B) No motor vehicle may be removed from private property without the written request of the owner, lessee or occupant of the premises, except in accordance with 92-52 through 92-58 of this chapter.

(C) The town may require any person requesting the removal of a junked or abandoned motor vehicle from private property to indemnify the town against any loss, expense or liability incurred because of the removal, storage or sale thereof.

92 -52 NOTICE REQUIRED BEFORE VEHICLE REMOVED.

(A) Before removing an Abandoned Vehicle the town shall give written notice of its intent to remove the vehicle to the owner of the vehicle at his/her last known address, according to the latest registration certificate or certificate of title on file with the state Division of Motor Vehicles or if the information is not available, according to the best information reasonably available concerning the owner's last known address.

(B) The notice required by division (A) of this section shall state why the vehicle is subject to removal and shall inform the owner that, unless he/she removes the vehicle within five days after the date the notice is postmarked the town shall have the vehicle removed and that, in the event, all charges incidental to the removal and storage of the vehicle will have to be paid before it may be reclaimed. The notice shall also provide the owner with the name and phone number of a

representative of the town who may be contacted to discuss any matter contained in the notice.

(C) Notice to the owners shall not be required before removing vehicles that are classified as abandoned for reasons other than those specified in division (A) of this section or for vehicles that are classified as junk vehicles.

92-53 NOTICE REQUIRED WHEN VEHICLE REMOVED; HEARING.

(A) When any junked, nuisance or abandoned motor vehicle is removed in accordance with this chapter, the town shall promptly give written notice of the removal to the owner of the vehicle at his/her last known address, according to the latest registration certificate or certificate of title on file with the state Division of Motor Vehicles, or if the information is not available, according to the best information reasonably available concerning the owner's last known address.

(B) The notice required by division (A) of this section shall be sent by certified mail, return receipt requested. It shall state as follows:

(1) Why and under what authority the vehicle was removed.

(2) Where the vehicle is located.

(3) How the vehicle may be reclaimed (including the payment of any required towing and storage charges).

(4) That the vehicle may be disposed of if not reclaimed within 30 days.

(5) The name and phone number of a representative of the town who may be contacted should the owner wish to be heard in the matter as provided in division (C) of this section.

(C) The town representative specified in division (B) of this section shall hold an informal hearing as soon as reasonably possible upon request of a person whose vehicle has been towed in accordance with this chapter. If the town representative determines that the vehicle was towed in error, the town shall do the following:

(1) If the hearing is held before the vehicle is reclaimed, notify the person in possession of the vehicle to release it and (if the vehicle is in the possession of a private towing operator) pay all charges.

(2) If the hearing is held after the vehicle is reclaimed, reimburse the owner for all charges incurred incident to the towing and storage of the vehicle.

92-54 USE OF PRIVATE TOWING OPERATORS.

The town may have vehicles removed under this chapter by private towing operators. The private towing operators shall have a lien on the vehicles towed and may dispose of the vehicles in accordance with the provisions of G.S. Ch. 44A, Art. 1.

92-55 DISPOSAL OF ABANDONED VEHICLES.

(A) Whenever an abandoned motor vehicle is removed by the town then after holding the vehicle for 30 days after removal, the town may sell or dispose of it as provided in this section.

(B) If the vehicle appears to be worth less than \$100, the town may dispose of it as a junked motor vehicle as provided in § 92-55. With the consent of the owner, the town may remove and dispose of any motor vehicle as a junked motor vehicle, without regard to the value, condition or age of the vehicle, and without holding it for any prescribed period of time.

(C) If the vehicle is worth \$100 or more, it shall be sold at public auction. Twenty days written notice of the sale shall be given to the registered owner at his/her last known address, the holders of all liens of record against the vehicle, and the state Division of Motor Vehicles.

(D) Any person having an interest in the vehicle may redeem it at any time before the sale by paying all costs accrued to date.

(E) The proceeds of the sale shall be paid to the town Finance Officer, who shall pay to the appropriate officers or persons the costs of removal, storage, investigation, sale and liens of record, in that order. The remainder of the proceeds of sale, if any, shall be paid over to the registered owner, or held by the town for 60 days if the registered owner cannot be located with reasonable diligence. If the owner does not claim the remainder of the proceeds within 60 days after the sale, the funds shall be deposited in the town general fund and the owner's right shall forever be extinguished.

(F) When it receives a town bill of sale from a purchaser or other person entitled to receive any vehicle disposed of as provided in this section, the state Division of Motor Vehicles will issue a certificate of title for the vehicle as required by law.

92-56 DISPOSAL OF JUNKED VEHICLES.

(A) Whenever a junked motor vehicle is removed by the town then, after holding the unclaimed junked vehicle for 15 days, the town may destroy it or sell it at private sale as junk.

(B) Within 15 days after final disposition as a junked motor vehicle, the town shall notify the state Division of Motor Vehicles that the vehicle has been determined to be a junked motor vehicle and disposed of as such. The notice shall contain as simple and accurate a description of the vehicle as can be reasonably determined.

(C) Any proceeds from the sale of a junked motor vehicle shall be paid to the town Finance Officer, who shall pay to the appropriate officers or persons the costs of removal, storage,

investigations, sale and liens of record in that order. The remainder of the proceeds of sale, if any, shall be paid over to the registered owner, or held by the town for 30 days if the registered owner cannot be located with reasonable diligence. If the owner does not appear to claim the proceeds within 30 days after disposal of the vehicle, the money shall be deposited in the town general fund and the owner's rights forever extinguished.

92-57 CERTAIN VEHICLES EXEMPT.

The provisions of this chapter shall not apply to any vehicle in an enclosed building or any vehicle on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise, or to any vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the town.

The Town is to conduct an annual review every July to determine its progress in achieving the land use plan goals, objectives and strategies. During this review, the Town should evaluate development decisions (e.g., zoning changes, subdivisions, building permits and public works projects) that have been made by the Town and other jurisdictions, growth trends, and the progress made in accomplishing the strategies listed in this Plan element. The result of the annual review may be to recommend revisions to policies, the future land use map, or the implementation program.

Below is a list of items reviewed by the Planning Board and Town Council over the past year and how they continue comply with the plan:

- Preliminary Plats/Construction plans: Canisteo Subdivision, Weddington Glen, Woodford Chase

Through this process natural resources are preserved and adjacent properties are protected. Restrictions were placed for grading and clearing, protecting floodplain and waterways, and erosion control. Drainage areas, soils and impervious surfaces were all factored in as part of the stormwater calculations to protect downstream properties from off-site run-off. The plan review considered the Town's roadway standards and included appropriate turn lane improvements and site distance regulations to help with congestion management. For Woodford Chase, the Town requested additional front setbacks and a tree save area for lots fronting Hwy 84.

Recommendations: design around useable open space, consider a mass grading ordinance, formally implement erosion control measures with penalties based on the pilot policy initiated early this year, analyze private access/easements (under review) and evaluate yield plans

- Final plats: Harlow's Crossing-Phase 1 Map 2, Atherton Subdivision-Phase 2 Map 4, Weddington Acres Subdivision
- Rezoning/CUP amendments: WCVFD – R60-R40, WCVFD – Conditional , Weddington United Methodist Church – Columbarium, All Saints – Amendment, Weddington Glen R40-RCD, Weddington Swim and Racquet Club Amendment

Visual effect from surrounding properties and roadways were protected with adding and maintaining buffers and site specific conditions were taken into account through the conditional zoning processes. The reviews ensured the plans were consistent with the Town's quality and aesthetic values.

- Entry monuments: Harlows Crossing

The Town took into consideration the electrical lines to plant the right trees in the right location and also examined the site triangles.

Recommendations: The Town discussed needing to see the detailed landscape plans added to construction plans for approval and provide for an inspection process to ensure follow the plantings were planted according to the plan.

- Text amendments:

The Board only adopted two text amendments with regards to landscaping near the power lines and to clear up the process for modifications.

- Other

Town Survey – The town survey had a very successful return rate. The results need to be analyzed for future changes to the land use plan.

Recommendations: (besides the needed changes to RCD) – Formally review survey and make conclusions. Ensure the findings are turned into action and consider a public process for Land Use Plan updates.

Visit with Randall Arendt – Several suggestions to process, buffers, site design, implementation, site walks were suggested by Mr. Arendt.

Recommendation: The Planning Board and Council shall use his report to make changes to the subdivision ordinance

Erosion Control Issues

Recommendation: Town erosion control ordinance. The Town hired a construction inspector who over that last 8 months reported erosion control issues. Failures and deficiencies were reported with little to no action from NCDENR. The town needs to implement its own policy and penalties to get developers to adhere to erosion control plans.

Planning Board training – great review of process, policy and duties

Recommendation: Annual training

The Town has a representative on the Charlotte Regional Transportation Planning Organization to stay informed and have input on road and thoroughfare plans.

Recommendation: List intersection and road improvement needed. Possibly consider having the Town traffic engineer to provide basic information to submit projects for funding.

The Town continues to maintain the medians on Providence Road to enhance rural look.

The Town currently contracts with an outside agency for a part-time code enforcement officer to investigate complaints about violations of the Town's ordinance.

Recommendation: Town to consider junk vehicle, abandoned vehicle and nuisance ordinance

The Town continues to work with engineering consultants to ensure that all storm water detention ponds meet the Town's requirements and are inspected annually.

Recommendation: Continue the construction inspector and consider town erosion control ordinance.

The Town utilizes the Traffic Impact Analysis Ordinance to minimize the impact of new construction on Town roads and infrastructure.

**TOWN OF
W E D D I N G T O N**

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson Town Administrator/Planner

DATE: August 13, 2018

SUBJECT: Discussion of an Erosion Control Ordinance

An erosion and sediment control plan must be filed for any land disturbance of one acre or more at least 30 days before construction. The plan must be filed with the regional Land Quality Office of NCDENR or a designated local erosion and sediment control program (the Town).

There are several reasons to control the loss of sediment from a site. Sediment is a pollutant and can destroy wildlife habitat. Sediment fills lakes and streams used for power generation, increasing the cost of electric power. Sediment can contain harmful chemicals and pollutants that are used on the land. Soil erosion removes the most valuable soils needed to grow plants and food; these soils cannot be replaced for generations.

Currently, the town has its own stormwater ordinance (which detains and controls the rate of water runoff from impervious surfaces), but erosion control is reviewed and permitted by the State. When a subdivision application is filed, staff requires the applicant to provide an approved erosion control plan and approval letter from the State. The issue with the states' program is the enforcement. The Town has had several complaints about sediment issues while subdivisions are under construction. There seem to be delays in getting an inspector to the property (the regional office is in Mooresville) and to properly follow up with violation and citation notices.

Due to these concerns, the Council approved a construction inspector beginning last fall. By starting the inspection program, the Town now has eyes on development sites and has created some preventative controls. Our construction inspector has been here once a week for the last 10 months. He documents issues and provides pictures to the engineer and administrator. Staff will forward pictures to developers to get them to clean it up and if no action is taken, report it to NCDENR. Enforcement comes in extreme circumstances. The State seems overwhelmed and understaffed.

The Planning Board discussed having its own program back in November 2017. At that time, the town's construction inspector was just starting. The Board wanted to see if the site inspections would speed up enforcement prior to the town having to adopt its own program.

The town engineer contacted the Town of Waxhaw regarding their experience in taking over erosion control from the state. Waxhaw's ordinance is modeled after the City of Monroe, which is modeled after the State Ordinance. Their Sedimentation & Erosion Control (S&EC) Inspector is a full time employee. Waxhaw does single lot permits, so, they not only visits the construction sites every day, but the individual single lots and house sites as well.

There is training for site inspection and plan reviews. The reviewer will not need to be certified or an engineer, but will need training to know what to look for. The State has a manual of approved erosion control devices. The Labella inspectors are trained to notice erosion issues and know who to call. The State also holds classes a couple of times a year for inspections and plan reviews. There are inspection and plan review fees that can be built in to the town's ordinance.

The Planning Board reviewed Waxhaw's ordinances last month. They agreed we need enforcement but asked to check with how satisfied Waxhaw is with their ordinance and how often do they issue penalties. The Board asked if Waxhaw has seen any changes because of their erosion control ordinance and if they would make any changes to it now.

Staff again contacted Waxhaw's S&EC inspector. He said they had the same issue as we are having where it would take the state two weeks to visit with no follow up. Having their own program has completely turned problems around. He's only issued three notices of violation since they adopted their ordinance in December 2016. Two were remedied and the third paid a \$5,000.00 fine. They are still working through issues with the penalized contractor, but it's going better. He typically gets a response to devices being blown out by heavy rain events in 24-48 hours. However, the fences surrounding lots that contractors are running over and the erosion in the street are what he's constantly filing failed inspection reports for and is frustrating to them. That seems to be a problem in Weddington as well.

With the Town Council's approval to proceed, the following steps would need to occur:

1. Understand State Act and Model Ordinance
2. Document the need in community
3. Obtain local support
4. Develop local ordinance - technical assistance by land quality and legal review by Attorney General's office
5. Plan organization of local program including budget, fees, forms, equipment, personnel, engineer, and attorney
6. Adopt local government ordinance
7. Petition SCC for local delegation and ordinance approval
8. Implement program subject to State review

Staff is planning to adopt an ordinance similar to Waxhaw and will send it to the Attorney General's office at the end of this month. Throughout the next two months, the Town will need to consider items listed in number 5 and go through our own amendment/public hearing process.



PRODUCT INFORMATION SHEET

838 TOP™

Elastomeric Roof Coating

DESCRIPTION

838 TOP™ is a water based, spray applied elastomeric roof coating. This white, highly reflective acrylic coating meets the requirements of both ENERGY STAR® and the Cool Roof Rating Council. 838 TOP™ is a "Cool Coating" that helps reduce interior building temperatures by lowering the surface temperature of the roof. After application and curing, the coating forms a membrane with outstanding tensile and elongation properties. This membrane protects the roofing substrate from moisture and the sun's harmful UV light providing excellent weathering resistance and exceeding ASTM D-6083.

USES

838 TOP™ is designed to protect and adhere to a variety of roofing substrates including: metal, EPDM, PVC, spray polyurethane foam (SPF), wood and concrete. It may be applied

by brush, roller or airless sprayer. Substrate must not pond water and be free of ice, snow and all types of debris prior to application. Do not apply if air temperature is below 42°F or substrate temperature is above 120°F.

ADVANTAGES

- Highly Reflective - ENERGY STAR™ qualified to reduce roof substrate temperatures
- Environmentally Friendly - Water based and low VOC
- Tough Physical Properties - high tensile strength and excellent elongation
- Warranted - 10 year material warranty
- Available in 5-gallon, 55-gallon and totes
- Available in white and gray (ie as a base coat)

NOTES: For application questions, please call 763-972-9441. See MSDS for additional product information.

838 TOP™ Technical Data

Application Rate	1.0 to 4.0 gallons per 100ft ² depending on substrate - See system specifications
Application Temperature	42°F to 120°F (air and substrate)
Application Method	Airless spray, roller or brush
Drying Time (75°F and 50% RH)	Approximately 24 hrs (at a rate of 1.5 gallons per 100ft ²)
Total Solids by weight/volume	67% ± 3% / 53% ± 3%
Weight per Gallon	11.75 lbs
Viscosity (75°F)	17,000 ± 3,000 cps
Elongation / Tensile Strength	256% ± 30% / 500 ± 30 psi
Water Permeability	4.4 perm inch
Reflectivity / Emissivity	85 / 86
Exceeds requirements of ASTM D-6083 for Acrylic Roof Coatings	

**838 COATINGS**925 Babcock Blvd
Delano, MN 55328

PRODUCT INFORMATION SHEET

838 MP Prime

Multipurpose Primer

DESCRIPTION

838 MP Prime is a water based acrylic primer/rust inhibitor designed for bare metal and asphalt coated surfaces. 838 MP Prime has excellent stain blocking characteristics in addition to rust inhibiting properties and aggressive adhesion.

USES

838 MP Prime can be applied over light and scattered rust regardless of whether it is local or widespread across the roof. If a mix of widespread heavy and light rust exists, 838 RustCon should be applied over heavy rust followed by a complete coat of 838 MP Prime. Metal surfaces should be made free of loose rust and scale through wire brushing followed by power washing. Asphalt substrates must

not pond water and be free of ice, snow and all types of debris prior to application. Do not apply if air temperature is below 42°F or substrate temperature is above 120°F.

ADVANTAGES

- Offers Superior rust inhibiting properties
- Excellent stain blocking and adhesion to asphaltic substrates
- Environmentally Friendly – Water based and low VOC
- Warranted – 10 year material warranty
- Available in 5-gallon and 55-gallon containers
- Available in gray

NOTES: For application questions, please call 763-972-9441. See MSDS for additional product information.

838 MP Prime Technical Data

Application Rate	0.5 to 1.0 gallons per 100ft ² depending on substrate – See system specifications
Application Temperature	42°F to 120°F (air and substrate)
Application Method	Airless spray, roller or brush
Drying Time (75°F and 50% RH)	Approximately 2 hrs
Total Solids by weight/volume	55% ± 3% / 40% ± 3%
Weight per Gallon	8.8 lbs/gallon
Viscosity (75°F)	3,000 cps

**COATINGS**925 Babcock Blvd
Delano, MN 55328**PRODUCT INFORMATION
SHEET****838 MS (Multi Purpose Sealant)**

Hybrid Moisture Cure Elastomer Sealant

DESCRIPTION

838 MS is a hybrid moisture cure elastomer sealant designed to seal the seams and fasteners of metal roofs. This hybrid technology is 100% solids and isocyanate free. It has less moisture sensitivity than standard polyurethanes and maintains excellent physical properties (tensile strength and elongation).

USES

838 MS is designed to encapsulate seams and fastener heads on metal roofs with minimal sag. Additionally, it can be used to seal gutters and penetrations (750 ml re-sealable pouches work well in these applications). 838 MS is typically poured or extruded onto the roof and then brushed into place. A consistent sealant thickness minimum of 50 mils is

required. Do not apply if air temperature is below 42°F or substrate temperature is above 120°F.

ADVANTAGES

- 100% solids, solvent free and isocyanate free
- Completely encapsulates seams and fasteners
- Tough Physical Properties - high tensile strength and excellent elongation
- Excellent sag resistance
- Warranted - 10 year material warranty
- Available in 2-gallon and 5-gallon
- Also available in 750 ml re-sealable pouches

NOTES: For application questions, please call 763-972-9441. See MSDS for additional product information.

838 MS Technical Data

Application Rate	1.0 gallon per 120 lineal feet
Application Temperature	42°F to 120°F (air and substrate)
Application Method	Extrusion, pour or brush
Drying Time (75°F and 50% RH)	Tack Free 1.5 hrs
Total Solids	100% by volume
Weight per Gallon	11.7 lbs
Viscosity (75°F)	100,000 cps
Elongation / Tensile Strength	450% ± 30% / 200 ± 30 psi
VOC	< 1 g/l

**838 COATINGS**925 Babcock Blvd
Delano, MN 55328**PRODUCT INFORMATION
SHEET****838 Supreme™**

Elastomeric Roof Coating

DESCRIPTION

838 Supreme™ is an extremely tough Kraton based elastomeric roof coating. This white, highly reflective coating meets the requirements of both ENERGY STAR® and the Cool Roof Rating Council. 838 Supreme™ is a "Cool Coating" that helps reduce interior building temperatures by lowering the surface temperature of the roof. Additionally, it is incredibly water resistant, demonstrating 0% swelling after being submerged for 168 hrs (ASTM D-471). In addition to high reflectivity, 838 Supreme™ exhibits excellent adhesion and as a solvent based coating, it can be applied in cold weather situations as low as 20°F. After application and curing, the coating forms a membrane with outstanding tensile and elongation properties. This membrane protects the roofing substrate from moisture and the sun's harmful UV light providing excellent weathering resistance.

USES

838 Supreme™ is designed to protect and adhere to a variety of roofing substrates

including: metal, EPDM, PVC, spray polyurethane foam (SPF), wood and concrete. It may be applied by brush, roller or airless sprayer. Substrate must not pond water and be free of ice, snow and all types of debris prior to application. Do not apply if air temperature is below 20°F or substrate temperature is above 120°F.

ADVANTAGES

- Highly Reflective - ENERGY STAR™ qualified to reduce roof substrate temperatures
- 0% Water Swelling (20mil film, 73 °F, 168 hrs in water ASTM D-471)
- Tough Physical Properties - high tensile strength and excellent elongation
- Warranted - 10 year material warranty
- Available in 5-gallon, 55-gallon and totes
- Available in white and gray (ie as a base coat)

NOTES: For application questions, please call 763-972-9441. See MSDS for additional product information.

838 Supreme™ Technical Data

Application Rate	1.0 to 3.0 gallons per 100ft ² depending on substrate - See system specifications
Application Temperature	20°F to 120°F (air and substrate)
Application Method	Airless spray, roller or brush
Drying Time (75°F and 50% RH)	Approximately 24 hrs (at a rate of 1.5 gallons per 100ft ²)
Total Solids by weight/volume	>65% / >50%
Weight per Gallon	12.1 lbs
Viscosity (75°F)	16,000 ± 3,000 cps
Elongation / Tensile Strength	> 850% / > 500 psi
Water Permeability	4.3 perms
Water Swelling (20 mil film, 73°F, 168 hrs)	0.0%

Dear Customer:

This is probably your first experience with re-roofing. We want you to realize what you can expect. While re-roofing there can be some inconvenience to your normal routine. Here are some helpful ideas to prevent any problems.

1. **Signs:** We will place a sign on your property while we are roofing. We feel that this is our most effective means of advertising.
2. **Trees and Bushes:** If you have branches hanging over your roof, some trimming might be necessary. We will trim those that limit our ability to do an efficient job. We will make every attempt to keep shingles and debris off of trees and shrubs, but we will not assume responsibility for damages to landscaping in the work area. If you have any elaborate trees or shrubs, please make us aware of them when you sign the contract. If the landscaping affects our work, there may be an adjustment in our contract price.
3. **Light Fixtures, Pictures, or Mirrors:** We suggest that you check all light fixtures, pictures and mirrors to make sure that are securely attached to walls and/or ceilings. We will not assume responsibility for damage due to these items as a result of re-roofing.
4. **Tear Off:** When removing your existing roofing, some debris may fall through the sheathing boards. Please cover or remove any items that require protection. We are not responsible for any damage. We suggest that you cover items in your attic. We will not accept responsibility for damage to ceilings or walls as a result of normal roof traffic or relocation of the materials during the application or removal of the existing roof such as cracked paint, plaster, and sheetrock etc.
5. **Access:** In your proposal, the price reflects the use of walkways, driveways and access to yards for our equipment. If this is not acceptable, please notify us so that we may adjust your contract price.
6. **Solar Panels:** If solar panels need to be removed or replaced, the owner will need to make arrangements.
7. **Satellite Dish:** If satellite dish needs to be disconnected or reconnected, the owner will need to make arrangements.
8. **Awnings:** The owner accepts all responsibility for removal and replacement of metal or fabric awnings.
9. **Wall Flashing:** Sometimes when a new roof is installed, the step flashing and/or counter flashing is rusted or inadequate. If this is the case, there will be an additional charge for this flashing work unless otherwise stated in the proposal.

10. Decayed Sheathing and/or Plywood: When the current roof is removed, there is the possibility of decayed or damaged sheathing and/or plywood. The contractor at an additional charge will replace the material.
11. The existing deck protection (felt) will be removed only if it is not adhered to the wood decking and comes off easily with the shingles. Leaving the existing felt does not affect the new roof system.
12. It is the owner responsibility to remove any flower pots, bird feeders, etc. that are located close to the house during the roof tear off.
13. HVAC Pipes: Hot water and/or furnace vent pipes may be accidentally disconnected from the hot water and/or furnace when the flashings is reset and resealed. These should be inspected by the homeowner or the superintendent, if given permission by the homeowner to inspect the units in order to avoid possible gas asphyxiation.
14. Gas and Freon Lines: WaynCo Roofing is not responsible for air conditioning lines or condensation lines that are improperly installed against the roof deck and are punctured during roof installation. Lines should not be near roof decking.
15. Building Permits: The roofing price does not include building permits, if required by the city, unless stated in the proposal.
16. Driveways: Due to the recent drought, WaynCo Roofing is not responsible for damage to driveways when delivering or picking up the dumpster or materials. All vehicles, equipment and materials are under recommended weight for driveways.
17. WaynCo Roofing will not be responsible for any cracks or nail-pops on ceilings due to normal roof traffic during the tear-off/application process.
18. Our proposal is based on a complete job. Should there be any excess material, it will belong to WaynCo Roofing.
19. Finance Charges: Accounts with any balance past thirty (30) days will be assessed at the rate of 1½% per month (annual percentage rate of 18%).

Should you have any questions, please do not hesitate to give us a call. After reading this carefully, please sign and return.

Sincerely,

WaynCo Roofing, LLC

Wayne Cooke

Wayne Cooke

Please Sign and Return _____

June 12, 2018

Mr. Mike Smith
Town of Weddington
1924 Weddington Road
Weddington, North Carolina 28104
Mobile: 302-528-5891

Re: Roof Restoration – Fire Station
5025 Hemby Road
Weddington, North Carolina

Dear Mr. Smith:

WaynCo Roofing, LLC is pleased to offer this quotation for complete restoration the existing EPDM roofing system and hidden guttering on the facility at the previously referenced location. Our scope of work will include all labor and materials to complete the following using 838 Coatings materials and specifications:

1. Furnish and install an OSHA approved fall arrest system and ground barricades, as needed, to insure that the work will be performed safely.
2. Remove all leaves, debris, and standing water from the hidden guttering on the front of the building.
3. Dry the gutter with rags and blowers.
4. Clean all dirt, dust, and debris from the EPDM roof by pressure washing.
5. Flash all roof penetrations, walls, and curbs using 838 Coatings MS and FG Flashing Compound.
6. Apply 838 Coatings Supreme Elastomeric Roofing Compound at a rate of two (2) gallons per one hundred (100) square feet in all ponding areas.
7. Fill all pitch pockets and the grease trap with 838 Coatings MS Compound.
8. Apply 838 Coatings Top QC Elastomeric Roofing Compound over all prepared surfaces at a rate of two (2) gallons per one hundred (100) square feet in two (2) applications.
9. Apply 838 Coatings MP Rust Primer at a rate of one-half (.5) gallon per one hundred (100) square feet on the entire inside of the hidden gutter.
10. Line the inside of the gutter with polyester cloth saturated in 838 Coatings Supreme Elastomeric Roofing Compound.
11. Apply another coating of 838 Coatings Supreme Elastomeric Roofing Compound over the polyester cloth.
12. All roofing debris generated by WaynCo Roofing, LLC will be removed from the working area.
13. The above proposal includes a ten (10) year NDL Manufacturers' Warranty.

TOTAL INVESTMENT

Hidden Guttering:	\$ 3,129.00
EPDM Roofing System:	<u>\$ 11,552.00</u>
	\$ 14,281.00
10 Year NDL Warranty (Minimum):	<u>\$ 800.00</u>
Total:	\$ 15,481.00

TERMS NET DUE ON RECEIPT OF INVOICE: The price on this proposal is valid for thirty (30) days. Payment due in full upon completion of work. Late payment finance charges (carrying charges) will be levied against all amounts past due at the rate of one and one-half percent (1 ½%) per month cumulative (an effective eighteen percent (18%) per annum) and reasonable attorney fees to collect. There will be a thirty dollar (\$30.00) fee for all returned checks.

Mr. Mike Smith
June 12, 2018
Page 2 of 2

Note: Underground drains must be cleaned-out by a professional drain cleaning service periodically to prevent water overflow. This is the responsibility of the Town of Weddington.

Please feel free to call us with your questions or concerns at 704-814-9566.

We look forward to serving your roofing needs.

Sincerely,

Accept: _____

WaynCo Roofing

Date: _____

Randy Eddington

Randy Eddington

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Waynco Roofing, LLC
Matthews, NC

is duly registered and entitled to practice

General Contracting

Limitation: Intermediate
Classification: S (Roofing)

until

December 31, 2018

when this Certificate expires.

Witness our hands and seal of the Board.

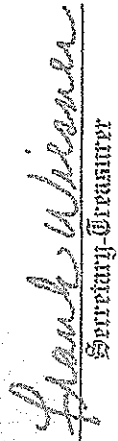
Raleigh, N.C.

January 1, 2018

This certificate may not be altered.




Chairman


Secretary-Treasurer

CERTIFICATE OF LIABILITY INSURANCE

3/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noble Insurance Advisors, LLC P.O. Box 30517 Charlotte NC 28230		INSURED WaynCo Roofing LLC PO Box 3221 Matthews NC 28106-3221	
NAME: Trema Moelker PHONE (A/C No. Ext): 704-550-4962 E-MAIL: moelker@noblela.com ADDRESS: moelker@noblela.com		INSURER A: Penn National Mutual Casualty INSURER B: Builders Mutual Ins Co INSURER C: 10844 INSURER D: INSURER E: INSURER F:	

REVISION NUMBER:

CERTIFICATE NUMBER: 378691180

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. MONTHLY RENEWAL OR RENEWAL, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		CL90728330	4/1/2018	4/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$5,000 BODILY INJURY (Per accident) \$5,000 PROPERTY DAMAGE (Per accident) \$5,000 AGGREGATE \$5,000,000
A	AUTOMOBILE LIABILITY		AU90728330	4/1/2018	4/1/2019	ANY AUTO ALL OWNED AUTOS HIRED AUTOS COMPS \$500 COLL \$500
A	UMBRELLA LIAB		UL90728330	4/1/2018	4/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCP1045013	4/1/2018	4/1/2019	E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	INLAND MARINE		CL90728330	4/1/2018	4/1/2019	Leased/Rented Equip Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

SAMPLE CERTIFICATE A Certificate with your name and address will be issued upon your request.		AUTHORIZED REPRESENTATIVE
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		

Proposal Number: 18JM/06-290

Friday, June 29, 2018

Mr. Mike Smith
Town of Weddington
1924 Weddington Rd
Matthews, NC 28104

Property Location: 5025 Hemby Rd

Dear Mr. Smith:

Confirming our recent conversation, we propose to furnish all labor and materials necessary to complete the following work on the property located at above address.

T/O I: Main membrane Roof Area Only:

1. We will remove the one existing layer of EPDM membrane materials and haul away the same.
2. We will examine the roof insulation and replace up to 16 sq ft. if needed.
3. We will install new .060 mil TPO membrane (White in Color) using manufacturer's standards. Heat welded seams.
4. We will install new premium vent pipe and penetration flashings.
5. We will install new perimeter edge metal and color coordinating coping cap.
6. The front internal gutter will receive a TPO liner integrated into the roof membrane to create a monolithic system.

Items 1-6

\$28,979.

Includes 20 year material warranty



18JM/06-290

Dust and debris are generated during roof replacement and may get into the interior of the building. It is the owner's responsibility to protect all property accordingly.

This contract does not include any mold abatement, removal, or cleaning. If mold is found existing on the premises, any abatement, removal and cleaning will be the responsibility of the Customer. In addition, any warranty given to you under this contract does not include the cost to abate, remove, or clean mold that may be found on the premises in the future.

We have complete insurance coverage for our mutual protection (Workmen's Compensation/ Employers Liability and General Liability). Certificates furnished upon request.

If this proposal is acceptable to you, please sign one copy and return it, indicating your choices, in the enclosed envelope. ***Please note that if no options are indicated we will assume that all work is authorized.***

Our present backlog of work is approximately 1-2 weeks, weather permitting and upon delivery of necessary materials.

Signatures of a party or the parties by facsimile or electronic mail shall be considered original thereof for all purposes.

The undersigned represents and warrants that he/she is authorized by all owners of the property to accept this quote on their behalf.

Thank you for the opportunity to quote on this work. We hope that we may serve you.

Sincerely yours,
H & S ROOFING COMPANY, INC.

Accepted: _____
(Owner)

Owner Name Printed: _____

Date: _____
NC General Contractors License 55428
SC General Contractors License 110142

TOWN OF W E D D I N G T O N

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: August 13, 2018

SUBJECT: Consideration of a Paving Contract

Staff requested quotes for paving Ambassador Court for it to be accepted into the state maintenance system. Staff contacted Tarpon Construction and H&S paving, LLC. H&S paving was the lowest qualified bidder (quote attached).

Staff recommends entering into contract with H&S Paving for an amount not to exceed \$19,150.00

H&S Paving, LLC
P.O. Box 766
Marshville, N.C. 28103
(704)624-3393 Fax # (704) 624-3033
Proposal

Date: 7-31-18

To: Town of Weddington
Attn: Lisa Thompson
1924 Weddington Rd.
Weddington, NC 28104

Job Location: Ambassador Court

We propose to furnish all the necessary supervision, labor, equipment and materials to complete the work listed below

Job Description: Remove & Replace Road & Culdesac, (Approx. 605 Square Yards)

- Saw cut area.
- Excavate areas to a depth of 2 inches..
- Haul off all debris.
- Patch soft areas prior to paving.
- Pave areas with 2 inches of Type RS 9.5 B Asphalt Mix.

Price: \$ 19,150.00

Accepted as Contract.

Town of weddington _____ H&SPavingLLC _____

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

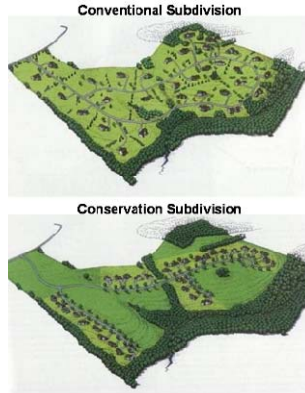
FROM: Lisa Thompson, Town Administrator/Planner

DATE: August 13, 2018

SUBJECT: Conservation Subdivision Design Review

In 2001 the Town held meetings with Mr. Randall Arendt who assisted the Town in creating the ordinances for the conservation district. Mr. Arendt is a nationally recognized planner/landscape designer and author of *Conservation Design for Subdivisions* and *Rural by Design*. Mr. Arendt was invited back to revisit the ordinance and conduct some case studies on approved conservation subdivisions.

In the mean-time, the Town received survey responses regarding conservation subdivisions. When shown a picture and asked the following question;



Conservation residential districts have a standard minimum lot size of 40,000 square feet (roughly one acre), unless they conserve 50% of property space, dropping the minimum lot size to 12,000 square foot (roughly 1/3 acre) - please see the above image. Do you support the use of conservation residential districts?

54% of the respondents said yes. However; when asked what you don't like about conservation subdivisions; and concerns with subdivisions – the comments and misconceptions were alarming. Staff reviewed the written comments and summarized the concerns below:

- Lots are too small
- Houses are too close together
- Less curb appeal
- Weddington was first designed to be one lot per acre
- It's not unique and doesn't set Weddington apart from other towns
- In the future they'll develop the conservation areas
- Smaller lots = cheaper homes
- Smaller lots = smaller homes
- Smaller lots = lower property values
- Smaller lots = more density
- Overall appearance
- The open space left natural isn't attractive

- Common areas aren't being maintained
- HOA's having too much control
- Developers only save unusable areas that can't be developed anyway
- The open space is not available to the community

Mr. Arendt drafted a memo with recommendations regarding conservation subdivision regulations in responses to the concerns mentioned above (attachment 1- memo dated 6/26/2018).

Planning Board and Town Council members went on a site walk with Mr. Arendt and learned ideas that could have made existing/approved subdivisions better. The biggest component is designing around open space and the involvement through the 4-step process he explains in his memo. Other ideas about buffers, site visits, yield plan verification, buildable area, useable open space, cul de sac design, street trees etc. (attachment 2- memo dated 7/12/2018) were given as recommendations regarding our regulations.

Staff would like to incorporate the suggested ideas into our ordinances and is seeking Council approval to enter into an agreement with Mr. Arendt for planning services. His fee is \$200.00 per hour. There is approximately \$9,000.00 remaining in the account. Staff does not foresee more than 10-20 hours of Mr. Arendt's time to help with ordinances.

Attachments
6/26/2018 Memo
7/12/2018 Memo

Randall Arendt, FRTPI, ASLA (Hon.)
6 Sparwell Lane
Brunswick, Maine 04011
207-406-4242
rgarendt@comcast.net
www.greenerprospects.com
"Designing with Nature for People"

To: Lisa Thompson
Town Administrator / Planner
Weddington, NC

From: Randall Arendt

Date: June 26, 2018

Subject: Review and Recommendations Regarding Conservation Subdivision Regulations

Thank you for asking me to review the town's zoning and subdivision regulations regarding conservation subdivisions.

Below are my findings and recommendations, specifically addressing the concerns expressed in the community survey.

Density Concerns: It is important for residents to understand that conservation subdivisions do not permit a greater number of homes than would be built in conventional subdivisions, due to the Yield Plan requirement mentioned above. If they are concerned about the number of homes being built in town, the only way to lower that number (in any zoning district) would be to increase the minimum land requirements per dwelling (say from 40,000 SF to perhaps 60,000 SF, in the R-40 district). Although this kind of "downzoning" is legal, it is typically opposed strongly by landowners and developers, and this issue is beyond the scope of my review.

Home Price/Value Concerns: Because developers must buy the same amount of expensive land to build say 25 homes, regardless whether they are within conventional subdivisions or in conservation subdivisions, they cannot, financially, sell homes in conservation subdivisions for less than those in conventional subdivisions. Because conservation subdivisions are an option that developers can either select or not, they would not opt for this approach if it were less lucrative for them. In fact, experience shows that many homebuyers are willing to pay more for a home on a smaller lot in neighborhood with preserved open space than they are for the same home on a larger lot without open space. Developers of golf course subdivisions have known this for decades: open space boosts the value of the smaller lots because many people like to live next to preserved land. A recent review by Weddington town staff, of the value of homes built between 1996 and 2016, found that homes on the smaller RCD lots (typically 15-20,000 SF) were 49.2% *higher* in value than homes on lots ranging from one to two acres (\$605,779 for homes on the smaller lots with open space, versus \$406,066 for homes on lots on one- to two acres with no open space).

Spacing of Homes: The observation that homes in recent conservation subdivisions have "less curb appeal" than those in earlier conservation subdivisions or in conventional developments is probably an individual judgment call, based on personal preferences, which is understandable in a community where homes have traditionally been built on larger, wider lots. However, there is a fairly simple way to address concerns about homes being built too close together: homes in new conservation subdivisions in the

future can be required to have more space between them by increasing sideyard setbacks. Many developers would probably respond by modifying their house designs so their homes would be say 10-12 feet less wide and perhaps 15-20 feet deeper, providing the same total floorspace. In fact, there is a national trend in this direction anyway, with many house designs becoming slimmer and deeper (see photo examples in the Illustrated Appendix). Interestingly, there appears to be little push-back among homebuyers, who apparently like the stronger sense of community that these newer house designs seem to suggest. (Another approach, which I earnestly recommend against, would be to increase lot widths, which would increase street lengths and costs, and reduce the conservation land. It should be noted that developers do not pay for streets, as they pass the initial cost onto homebuyers, and ongoing maintenance costs onto the town.)

Appearance of the Open Space: The town's regulations require maintenance plans prepared by subdivisions applicants and approved by the town. Those regulations could be augmented by additional wording listing typical open space types (mown lawn, fields/meadows, pastures, woodlands, etc.) with typical maintenance schedules and suggested procedures where desirable. For example, grass not mown on a weekly basis during the growing season could be managed as a meadow with annual mowing in the late fall, after wildflower seed have been set. There is a particular natural beauty to well-managed meadows, and annual mowing would prevent them from being overrun by invasive species such as *rosa multiflora* or Japanese knotweed. (Again, please see photos in the Illustrated Appendix.) Woodlands could be managed so that trails are cleared and trimmed every spring and fall. Trees could be inspected annually and those found to be injured or weak, posing danger of falling onto streets, trails, or structures., would be required to be removed.

Permanent Protection of the Open Space: The town's regulations provide for perpetual conservation easements that permanently protect the open space from future subdivision or other development. Residents concerned about that land being built upon in the future can rest assured that this will not be the case. Such changes would have to have 100 percent approval of the homeowner association and unanimous approval by the town council, plus a zoning change.

Types of Open Space to be Preserved. Current regulations contain a section setting priorities (high, medium, and low) for various kinds of resource lands to be preserved. However, applicants are not required to address these three tiers until the "Preliminary" Plat stage, rather than at the critical Sketch Plan stage. Because of this, town officials and staff have limited scope to help shape the conservation lands proposed by developers. This function should therefore be advanced to the Sketch Plan stage.

Minimum Required Percentage of Open Space: The ordinance requires a minimum of 50 percent of gross tract acreage. This is not the approach recommended in my books and model ordinances, because it allows unusable land (wet, floodprone, or steep) to be included, which would be protected in any case due to its inherent constraints. The purpose of conservation subdivision design, as I invented the approach 25 years ago, was to protect land from development that would otherwise be cleared, graded, and divided into houselots. I have therefore recommended that 50 percent of all unconstrained land (not wet, floodprone, steep, or under powerlines) be preserved, in addition to all unbuildable constrained land. Following this approach would meet a major objection reported in the resident survey, that too much of the conservation land is unusable and of "low quality". From a landowner and developer perspective, it is important to note that the number of lots permitted would not change by increasing the open space percentage, as that is determined by a Yield Plan showing the number of homes possible with conventional one-acre lots.

Setbacks from Existing Public Roads: The regulations require that new buildings be set back at least 100 feet from existing public roadways. Although developers comply with this requirement, the results are often less attractive than they could be, if an innovative design approach were to be followed. Rather

than backing homes up toward existing roads and (in unwooded areas) buffering them with expensive earthen berms and heavy landscape screening -- which tend to be very suburban and nonrural in appearance -- I have long advocated for the practical and cost-effective “foreground meadow” design approach, combined with orienting homes toward the roadway instead of away from it. (Please see examples in the Illustrated Appendix.) Backing homes up to public roadways is very nontraditional, as the view from roads is typically of house fronts and not of patios, decks, swimming pools and sheds.

Earthen berms and heavy landscaping cost a great deal, and are usually provided to screen residential back yards from the street, as most homebuyers are looking for backyard privacy, among other things. (Unless the public road is a busy state highway generating considerable traffic noise, I have recommended that berms not be used, except as a final resort.)

Public Access to Open Space: The regulations provide for a voluntary option for developers to receive a modest density bonus in exchange for designating all or of the preserved open space for public access by part people living outside the subdivision. To require developers to open the conservation land for wider public use might be illegal, possibly constituting an unconstitutional “taking” of land by the town for public purposes without compensation. Some towns have worked cooperatively with developers to encourage them to allow wider public access, particularly when the trail system within the development connects with trails in adjacent subdivisions or public parklands. In this manner, for example, Westford MA has achieved a notable degree of success, as has London Grove Township in Chester County PA (both described in the 2015 edition of *Rural by Design*.) If the town were to map out potential conservation land on all undeveloped properties, and tie this map to the subdivision design and review process, it could help ensure that the open space in one conservation subdivision will ultimately link up with similarly protected land on adjacent parcels when they are ultimately developed.

Sketch Plans. The regulation contains an excellent section on mandatory Sketch Plans, and the only suggestion I have is that these plans be prepared as an overlay sheet and to the same scale as the ER/SA Plan so that the former can be overlain on top of the latter. This enables staff and board members to more easily identify which resources are proposed to be preserved and which are proposed to be developed.

Four-Step Design Approach. I regularly recommend that the four-step design approach, described and illustrated in several of my books, be included in regulations for conservation subdivisions. This practical approach, which begins with identifying both Primary and Secondary conservation areas as the first design step, is particularly useful to site designers who have not been trained in landscape architecture principles, such as civil engineers (who typically begin the design process with street alignments, as they have not been trained to conceptualize plans in terms of conservation objectives as the foremost consideration).

I believe that the most effective methodology for producing superior subdivision layouts is one that begins with the determination of open space as the first step. If this is done, and if the code requires that a significant proportion of the unconstrained land be designated as open space, it is nearly impossible to produce a truly inferior or simply conventional plan, where the open space consists merely of leftover bits and pieces of marginally useful land. The logical second step, after locating the open space areas, is to select house locations, with homes positioned to take maximum advantage of the open space in neighborhood squares, commons, greens, playing fields, greenways, farms, or woodland.

The third step involves “connecting the dots” by aligning the streets and trails to serve the new homes. Drawing in the lot lines, Step Four, is the least significant part of the process. One of the greatest weaknesses of most subdivision regulations is that the open space is not defined in this manner, and therefore tends to become a collection of whatever slivers or chunks of land are challenging to develop.

Site Inspections: On-site visits -- a critical component of the conservation subdivision design process, as detailed in several of my books -- is not yet part of the town's regulations. In my view, this is an essential step and it is strongly recommended that the town include it in its next update. The basic reason is that it is impossible to completely understand a site only by examining a two-dimensional paper document inside a meeting room. Planning Board members and staff should walk the property with the *ER/SA Plan*, to take the full measure of the proposed development site, and to help them determine which site features are most worthy of "designing around". (I also encourage officials to invite abutters to this advertised site meeting, where information will be collected and input solicited, but where no decisions will be taken. I have found that abutters greatly appreciate being included from the outset, and that they are usually much less inclined to fight a process which includes them from the very beginning, rather than being kept in the dark and held at arm's length until the Public Hearing stage, by which time all major design decisions have been made.) Without the benefit of experiencing the property in a three-dimensional manner at a very early stage in the process, it is extremely difficult for staff and officials to offer informed suggestions as to the preferred locations of conservation areas and development areas, and to evaluate the proposed layouts. In my view, such site walks should definitely become a standard operating procedure, and part of the job description for all Planning Board members (except those with physical disabilities). Once members participate in their first site walk, they typically appreciate its value and advantages.

Regarding timing, I suggest walking the site with the applicant even before the *Sketch Plan* is prepared, if possible, so that the applicant may receive critical input from staff, board members, and abutters before he/she prepares that conceptual layout. It is usually best to provide ideas to applicants as early as possible. The Public Involvement Meeting is another critical component, but if it is scheduled after most of the design work and engineering have been done, there is usually little scope for significant change.

Open Space Ownership Options. In addition to homeowner associations as designated holders of the open space, I recommend land trusts and public bodies (such as municipal parks departments and county conservation districts), as well as non-common private ownerships. In southeastern PA, I know of conservation subdivision open space having been sold to individuals who use it for specific purposes, such as wholesale nurseries, orchards, and equestrian facilities. Another non-common ownership is the "conservancy lot", typically at least 10 or more acres in size, which would support a principal dwelling, perhaps a barn or stable, and also an accessory dwelling unit (such as a caretaker's cottage, which could also be rented out as a granny flat). The uses allowed on non-common open space must be strictly limited and regulated, and they should be subject to the same kinds of permanent easements and Management Plans as any other kinds of open space. In Weddington this approach can be seen in the large lot in Stratford Hall, with its pastures. Non-common ownership not only relieves HOAs of acreage they would otherwise have to maintain, but also provides developers with an additional bonus for doing the right thing and opting for conservation design rather than the large land-hog lot approach which is contradictory to common open space goals contained in most Comprehensive Plans. However, I also recommend that no more than 10-15 percent of the minimum required open space be in noncommon ownership

Design Charrettes: I usually end my site walks with a very informal design session, where the significant natural and cultural features (from the *ER/SA Map*) are identified and "designed around", with house sites being positioned in proximity to these special features to add value to all homes. This is a lesser version of a procedure followed by the Town of Davidson for many years, when a period ranging from a half-day to several days was assigned to a very participatory and public design "charrette". I strongly believe in this concept, but also believe that the goals of this kind of exercise can often be accomplished in the course of a single afternoon.

Existing Resources and Site Analysis Plan. The regulations require applicants to locate trees with a caliper greater than 15 inches in diameter, a species-specific approach would provide better information.

Some trees, particularly softwood evergreens, grow quickly and attain that diameter relatively quickly, but many hardwoods become equally significant at lesser diameters. With respect to the diameter at which a tree becomes noteworthy, I recommend girths related to specific species, such as 4 inches for an Eastern redbud or flowering dogwood, 6 inches for a sassafras or water beech, 8 inches for a holly, 10 inches for a wild cherry, 12 inches for a white oak, 14 inches for a green or white ash or for a red oak, 16 inches for a tulip poplar, larch, or sweet gum, 18 inches for a sycamore, 20 inches for white pines, etc. Because understory trees are of different scale altogether compared with canopy trees, and because some species grown much faster than others (red oaks grow twice as quickly as white oaks), a “one-size-fits-all” approach makes little sense. Trees in unbuildable wetlands or floodplains would – of course -- not need to be documented, as no development would occur there.

On a related note, I have found that a short-cut to locating the largest trees on a property is to look at old aerial photos. Several years ago, I used Davidson’s set of 1937 aerials to locate the oldest trees on an entirely wooded tract. Back when the photo was taken, the property was mostly agricultural, with a small woodland, which is where the oldest trees were easily found.

Shade Tree Planting Along Streets. The best policy is to require native species trees such as traditionally grow in town, based on general observation or survey. These species are well adapted to the local climate and soil conditions. They also help to capture “the spirit of the place”. Among my favorite species is the Red maple, hardy in our winters, tolerant of both wet and dry conditions, and particularly beautiful (red in the Spring, and also red in the Autumn). In my view, canopy shade trees are one of the most important improvements any community can require of developers. They should be deciduous varieties of hardy species capable of attaining a mature height of at least 60 feet (not flowering ornamentals, which are more suited to courtyard situations and areas of lawn decoration), they should be planted with a minimum dbh of 2-1/2”, at intervals of about 35 feet on both sides of each street, in “tree-lawns” at least five feet wide located between the sidewalk and the curb or edge of pavement. Such standards will ensure that residential streets created in Weddington will be leafy and shady in future years. Maintenance requirements are also very important, with replacement assured within 18 months after planting, through a performance guarantee (such as a bond). I feel that shade trees are the single most important aspect of subdivision design, second only to open space preservation. Please see examples in the Illustrative Appendix.

Illustrated Appendix

Meadowland in Conservation Areas



Former farmland typically has great soil for creating meadows, as illustrated in these four photos (two above, and two below). Typically mown once annually (in late fall), they provide habitat for pollinators such as butterflies and honeybees, small mammals, and many bird species. On the below left the meadow also serves as a broad, shallow infiltration basin for stormwater,



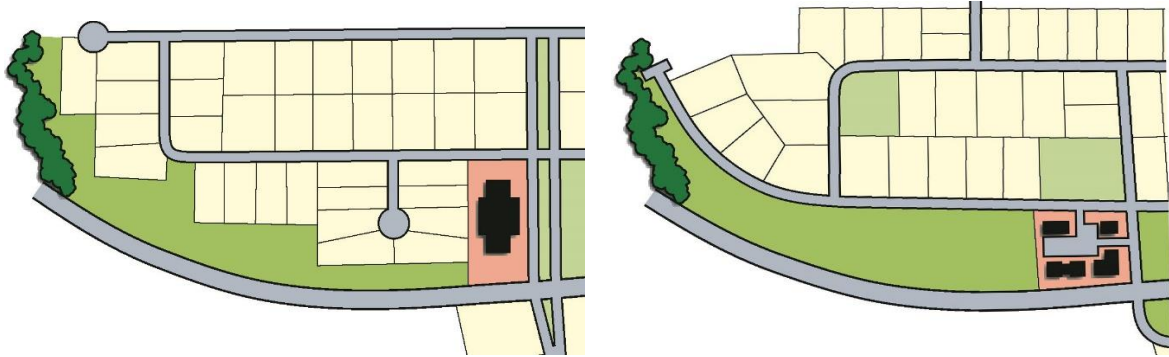
“Foreground Meadows” Buffering Existing Public Roads

The design approach, known as “foreground meadows” offers a vast improvement in the way subdivision homes are typically built on land bordering existing country roads. Because of safety hazards posed by multiple driveways entering such roadways, local regulations usually prohibit this “stripping” of the public road frontage. The typical response by developers is to build homes facing onto internal streets, with their rear elevations backing up to those country roads, creating an unsightly result sometimes referred to as *“the Fanny-First School of Design”*. Fortunately, this result can be easily avoided by following the practical and economic “foreground meadow” design approach illustrated below, on the right. Residents of those homes enjoy quieter lots, greater backyard privacy, and green views across the

enclosed conservation land from their front windows. This approach need not increase the developer's costs, as the length of new street construction can remain the same, as illustrated in this pair of drawings. This example is an apples-for-apples comparison, as the number, size, and width of lots, as well as the street length and the percentage of open space, are all equal in both cases. The better example on the right succeeds in protecting backyard privacy, while the more typical layout on the left exposes back yards to all who pass by on the road.



Foreground meadows buffer and frame the homes at Stratford Hall in Weddington (left) and at The Park at Wolf Branch Oaks in central Florida, both of which I designed for developers. The view from the public road is traditional, and expensive, suburban berms (an admission of design failure) were avoided.



In this second example, the advantages to homebuyers, the town, and the developer are demonstrated again. Although the example of the right contains four more lots than the one on the right, if all the lots in both layout were of the same size, the lot count would be equal. The example on the right preserves backyard privacy without the need for costly, heavily-landscaped berms.

Slimmer House Designs, Deeper than they are Wide (to increase distance between homes)



These four homes have been designed to be located on lots so that side yard separation can be greater than would be possible with wider homes. Typically a bit deeper than they are wide, they provide as much or more floorspace than their wider counterparts. The homes pictured above have two-car garages. The homes shown below have three-car garages. (The one on the bottom right is a Toll Bros. house in TX.)



Shade Tree Planting



These four photos show what a significant difference is made when developers are required to plant shade trees along new streets in conservation subdivisions, in unwooded parts of the development. Unless this is required, experience shows that the streetscapes remain relatively barren (except for flowers and shrubs) even decades later, as individual homeowners almost never join together to coordinate such tree planting.



The Four-Step Design Approach

The most effective methodology for producing conservation subdivision layouts responsive to the site, preserving value-adding features, and increasing project profitability, begins by determining the open space as the first step. If this is done, and if the regulations also require that a significant proportion of the unconstrained land be designated as open space, it is nearly impossible to produce a truly inferior or simply conventional plan, particularly if that open space is closely related to a *Town-wide Map of Potential Conservation Lands* contained in the town's *Comprehensive Plan*.

The logical second step, after locating the preservation areas, is to select house locations, with homes carefully positioned to maximize the potential value of that protected land by including designs for neighborhood squares, commons, greens, playing fields, greenways, farmland, or forest preserves.

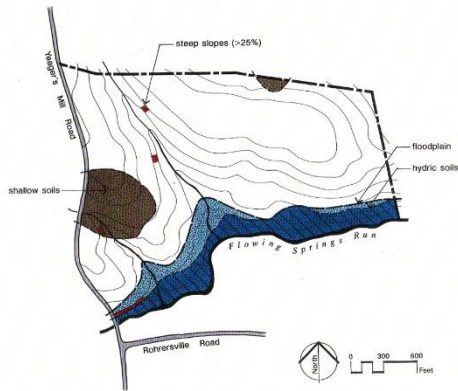
The third step involves “connecting the dots” by aligning the streets and trails to serve the new homes. Drawing in the lot lines, Step Four, is the final and least significant part of the process. This sequence is substantially different from the way that both conventional and many “cluster” subdivisions are designed, with streets and lot lines being decided first, and the open space (if any) ending up as being whatever is left over.



Site before Development



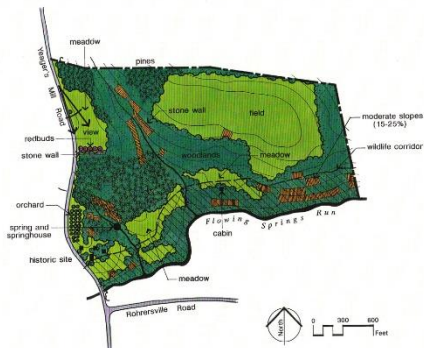
Yield Plan



Step One, Part One: Primary Conservation Areas



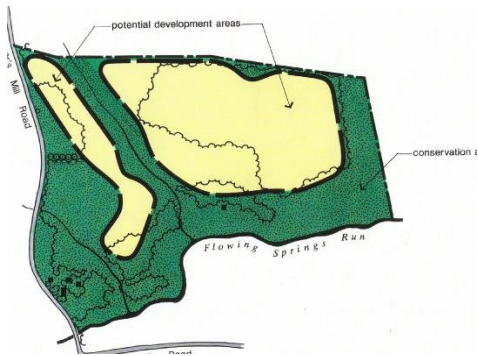
Site Walk: Primary Conservation Areas.



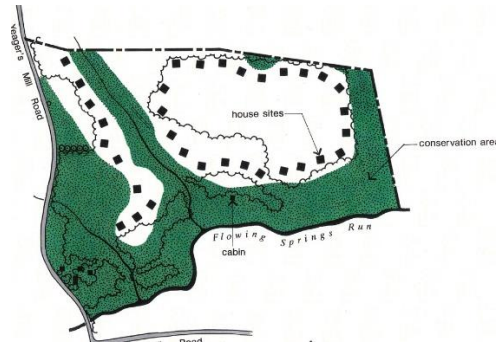
Step One, Part Two: Secondary Conservation Areas



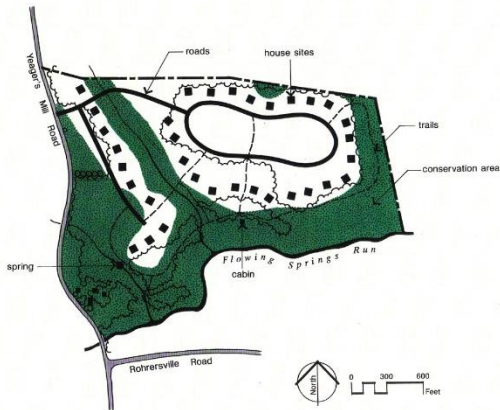
Site Walk: Secondary Conservation Areas



Potential Development Areas



Step Two: Siting House Locations



Step Three: Aligning Streets and Trails



Step Four: Drawing in the Lot Lines



Birdseye Perspective: Conventional Layout



Birdseye Perspective: Conservation Design



Birdseye Detail: Conventional Layout



Birdseye Detail: Conservation Design

A failure of most current “cluster” regulations is the lack of care taken in defining the required open space. Instead, applicants are allowed to gather together the bits of land that have proven difficult to develop and to label them as “open space”.

The other common failing of such provisions is that they often require deep perimeter buffers around the proposed development (as if it were a gravel pit, junkyard, or other highly undesirable use). This practice inadvertently leads to very poor layouts in which a substantial percentage of the total open space is consumed by such excessive separation (particularly needless when existing single-family homes are being “buffered” from new single-family homes!). As homes in conservation subdivisions have been proven to have higher value than homes in developments without open space, the need for such buffers to “protect” abutters is difficult to justify.

The combined influence of the expanded *Context Map*, the *Existing Resources/Site Analysis Map*, the Site Walk, the *Sketch Plan overlay* sheet, and the four-step design approach makes a significant difference in the way that sites are approached by developers, their engineers, and local officials, as well as in the quality of the resulting layout of conservation areas, houselots, and streets.

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"Designing with Nature for People"

To: Lisa Thompson
Town Administrator / Planner
Weddington, NC

From: Randall Arendt

Date: July 12, 2018

RE: Further Recommendations Regarding Conservation Subdivision Regulations

This memo is an addendum to my original memo dated 6.26.18 and recaps additional points made during my PowerPoint presentation on Tuesday evening and during office discussions the following morning.

By-Right Designation: Both conventional R40 and RCD should be 'By-Right', not involving additional special meetings, submissions, or applications, such as for rezoning -- which requires additional time and resources, a great discouragement to developers whom the town wants to encourage to submit RCD plans. Some communities have taken the further step of classifying conventional sprawl development, protecting little or no open space, as a Conditional Use (or even prohibiting it). The required conditional of approval would be a clear and convincing demonstration by the applicant that RCD is not feasible on the property, or that the conventional layout better and more fully implements key objectives of the town's Comprehensive Land Use Plan relating to the protection of rural character, farmland, forests, woodland habitat, viewsheds, etc.

Buffering: Deep perimeter buffers often have the perverse and unintended effect of gobbling up much of the required open space, and compressing the development into a tightly clustered knot in the center of the property. The regulations should require effective visual screening only on unwooded or lightly wooded sites where it has been shown to be infeasible to orient the fronts of homes to existing roads bounding the property, or where the subdivision abuts an incompatible use (not just another single-family residential development). Also, the town should not permit developers to edge their subdivisions with berms or visual screening on unwooded or lightly wooded sites unless it has been clearly demonstrated that orienting the fronts of homes to existing roads bounding the property is not feasible or practicable. (A consulting planner might demonstrate its feasibility and desirability, if the developer claims it is not doable.) When visual buffering is unavoidable and must be provided as a last resort to screen housebacks, the depth of the buffer strip can be as little as 25 feet if the screening will be visually dense and effective. Such buffering or screening is usually an admission of design failure, and an attempt to hide design deficiencies or mistakes, such as orienting residential backsides to existing roads. (Driving along once-rural roads in Carmel IN, one sees long berms extending thousands of feet on both sides of the roadways, creating a distinctly suburban and a very odd, almost eerie, atmosphere. A cautionary tale.)

Site Visit: Site Visits should become the norm for the town planner, all Planning Board members, and some Councilors. Also, the applicant, his site designer, engineer, the seller of the land, and immediate abutters. The applicant's engineer or site designer would conduct the group around the property, with Site Analysis Plans in hand, using GPS technology to locate positions along the way, and recording locations of features meriting potential conservation. Only by experiencing the property first hand, three-dimensionally, are all the parties involved able to understand the property's attributes, both positive and negative. Without that experience, they are not fully informed,

and cannot render fully-informed decisions. Site visits should be publicly noticed, official work sessions, at which no decisions are taken.

Conceptual Sketch Plan: I like to schedule a mini-charette of several hours following Site Visits, wherein the site designer sketches the proposed development, following the Four-Step Design process. People attending the site visit are strongly encouraged to participate in this collaborative process, in which many observations, comments, and suggestions are considered.

Sketch Plan Designers: Sketch Plans should be required to be prepared principally by a landscape architect or a physical planner, with input from an engineer. At the very least, Steps One and Two of the Four-Step Process (greenlining the open space, locating house sites) should be primarily the responsibility of the LA or physical planner.

The Four-Step Design Process: RCD applicants should be required to present drawings showing how they followed the four-step design process (to be illustrated in an appendix to the regulations) in which open space is identified first, virtually the same procedure that golf course developers follow (see memo of 6.26.18). In that way, the open space never becomes a mere afterthought, and really defines the whole design process, in which conservation is the central design principle, one that adds great value to new developments. The open space in each development should also be consistent with the town-wide map of potential conservation lands and greenways, so that it will eventually become part of an interconnected whole or network.

Determining the Design Approach: The town, which will inherit and live with the results of new developments for generations to come, should make the decision of whether a subdivision may be a conventional R40 or whether it shall be an RCD, based on the Yield Plan and the RCD sketch -- just like it allows certain uses in certain zones and prohibits them in others. Development is a privilege, not an absolute right, and can be regulated by ordinance provisions consistent with the town's Comprehensive Land Use Plan. That decision could be made by the Planning Board, upon a recommendation from the town planner, or by the Council upon a recommendation from the Planning Board and town planner.

Yield Plan Verification: The town should very closely examine, even scrutinize, Yield Plans, to ensure they do not contain lots that would in fact not be feasible to create. When in doubt, it could engage a consulting engineer for this purpose, to potentially rebut the arguments of the applicant's engineer.

Minimum Buildable Area: The current 5000 SF requirement for buildable area on an R40 lots (such as shown on Yield Plans) should be increased to 15,000 SF. I do not think it unreasonable to require that at least 37% of an R40 lot be usable, allowing 63% to be unbuildable. The current 5000 SF figure is not appropriate for Weddington and has in fact been recently abused by an applicant whose so-called 5000 SF areas consisted mostly of unbuildable stream buffer land, leaving only about 2000 SF of buildable area on those lots that he used to inflate his RCD density and create a densely packed knot of lots in the center of the property.

Maximum Unbuildable Land within Minimum Required Open Space: No more than say 20 percent of the minimum required open space should consist of unbuildable land, such as wetlands, floodplains, waterbodies, steep slopes over 25 percent, streams and their environmental buffers, and power line and gas line ROWs. This land would be preserved in any case, and the purpose of an RCD is to protect the land that would otherwise be graded and built upon. Active recreational facilities such as paved tennis courts, pools, etc. should be counted as open space, but parking areas should not be so included.

Working with the Terrain: Mass grading should be specifically discouraged, very strongly, by requiring site designers to lay out their projects with the existing contours as much as possible. The grading plans they submit will inform the town's consulting engineer how well the applicant has followed this provision. The result will be more naturalistic neighborhoods, more attractive and not looking so much like a manufactured product.

Location of Open Space: In addition to being located where the Site Analysis Plan and Site Walk findings suggest it should be, it is helpful to remember that open space situated along the outside edges of curving street, or at the ends of cul-de-sacs, forms highly visible terminal vistas.

Cul-de-Sac Design: Short cul-de-sacs, such as those less than say 500 feet, should be generally required to be designed as “closes”, in which the 130-foot diameter of the turning circle is extended back to its beginning so that a long central island can be created in the middle. This island, often 30-50 feet wide, can be planted with trees (such as red maple or sycamores), and could be designed to function as a rain garden for stormwater infiltration, by tilting the two one-way lanes looping around the close toward the central green. All cul-de-sacs and closes should have trail connections at their ends, leading into the open space.

Trails: Trails should be constructed at the same time as the streets, so they are in place before the first lots are sold. That way they will be provided properly and in a timely manner (unlike at Stratford Hall, where the eased area on the approved plan has been claimed by adjacent lot owners). Those trail heads should be marked with small signs.

Conservation Land Signage: Conserved land should be marked with signs informing people that the land is permanently protected by a perpetual conservation easement held by the town (and the Catawba Land Conservancy?). The ordinance requirements for a unanimous vote of the HOA to propose development on its open space is another excellent protection tool.

Street Trees: Shade trees should usually be planted between sidewalks and curbing. The last subdivision we visited on Wednesday morning provided a good example of this approach, where the trees will ultimately cast their welcome shade on both the streets and sidewalks.

Cul-de-Sac Length: The same maximum length should be required for RCDs and R40 subdivisions. I suggest about 850 feet, enough for 18 RCD lots and a dozen conventional lots.

Street Pavement Width: Streets that have parkland on one side can be several feet narrower, as there is no potential parking demand from the green side of the street. Also, RCD streets could be allowed, in general, to be two feet less wide than those currently required in R40 developments, and streets in those R40 development could be increased by two feet, to create a four-foot differential, encouraging developers to opt for RCD (unless the town follows an earlier recommendation about its determining whether RCD or R40 will be allowed).

Conservancy Lots and Non-Common Open Space: Lots that are more than say five acres in area could be allowed to count four acres toward the minimum open space requirements for the subdivision. This would be private noncommon open space, not accessible to other subdivision residents, and maintained by the owner of that large lot (reducing maintenance responsibilities for the HOA and boosting everyone’s property values a bit). This is an option I would not expect many developers to select, but it could provide flexibility and variety, particularly when a property has a special original house on it, as Stratford Hall had/has. Not more than say 20 percent of the total minimum required open space should be allowed to be created in such Conservancy Lots, so that residents would still have considerable common land to enjoy.

Stormwater Management: Because runoff from several RCD subdivisions have reportedly damaged neighboring properties downstream, the town might want to engage the services of a consulting engineer to check the stormwater calculations and detention basin provision in all proposed subdivisions. I also recommend investigating the two projects that have apparently caused downstream problems, to determine if the fault lies in weak and ineffective state regulations, or in poor design by the developer’s engineer, or both. Both DNR agency staff and the developer’s engineer could be called to a meeting in the town offices where they could be asked to look deeply into the situation and report back to the town on their findings. The town could enforce stormwater regulations if it adopted the state’s regulations, in case DNR does not follow up on enforcement. When the state drops the enforcement ball, it

effectively encourages developers to cut corners on this critical piece of infrastructure. Chapter ___ of the new *Rural by Design* is a primer on stormwater issues, and explains and illustrates the raingarden concept, which can reduce the size of the potentially huge basins that developers seem to favor.

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: August 13, 2018

SUBJECT: Text amendment to prohibit burning of land clearing vegetation

Staff is receiving complaints about developments clearing and burning their land-clearing vegetation. Piles and flames are over 40' tall and will smolder for weeks on end. The smoke and ash cause some adjacent residents to have to stay inside.

Staff contacted the state and the local fire marshal for insight. Developers are not required to get a permit as long as they are 500' from a dwelling and it can't be fueled before 8 am or after 6 pm. There is a fugitive dust rule, but land disturbing activities are exempt.

Due to the growing population of the Town of Weddington, land-clearing open burning has become very difficult to perform without endangering the health, comfort, living conditions, safety and welfare of the citizens of the town.

The following ordinance has been drafted for Council's consideration.

Chapter 34 – Article IV- BURNING OF LAND CLEARING VEGETATION

§ 34.91 PREAMBLE.

In order to protect the health, safety, and welfare of the citizens of the Town of Weddington associated with fire hazards, air pollution, and nuisances created by open burning within the Town, the Town Council finds that burning land clearing within the Town must be regulated and controlled.

§ 34.92 DEFINITIONS.

LAND CLEARING. The uprooting or clearing of vegetation in connection with the construction of buildings, right of way, agricultural, residential, commercial, or industrial development, mining activities, or the initial clearing of vegetation to enhance property value; but does not include routine maintenance or property cleanup activities.

RESPONSIBLE PARTY. The person in operational control over the open burning, or the land owner or the person in possession or control of the land when he has directly or indirectly allowed the open burning or has benefited from it.

§ 34.93 LAND CLEARING BURNING PROHIBITED.

All open burning of any Land Clearing within the Town of Weddington as defined in § 36.42 above is hereby prohibited.

This regulations shall not affect residential outdoor open burning as regulated by the North Carolina Department of Environmental Quality and the North Carolina Forest Service, depending upon the location and type of burning.

§ 34.94 PENALTY.

(A) In addition to other sanctions authorized by G.S. § 160A-175, any person who deliberately sets a fire in violation of this Section shall be subject to the following Civil Penalties:

First citation	\$50.00
Second citation for same or similar violation	\$100.00
Third and subsequent citations for same or similar violations	\$500.00

(B) If a fire is set in violation of this section, the responsible party or person responsible for setting the fire or causing the fire to be set shall immediately take such action as directed by the Administrator, or his designee, to extinguish or control the fire. In the event the responsible party does not immediately take such action directed by the Administrator, the Town or its designee may enter the property and take reasonable steps to extinguish or control the fire, and the responsible party shall reimburse the Town for the expense incurred. The Civil Penalties imposed herein are in addition to any cost incurred by the Town in extinguishing or controlling a fire pursuant to this provision.

Staff recommends approval of a text amendment to Chapter 34 adding article IV to the Weddington Code of Ordinances.

WEDDINGTON CODE ENFORCEMENT REPORT

July, 2018

1. 404 Cottonfield Cir., James & Shannon Cox

- 7/31/18---Legal action still pending.

2. 4005 Ambassador Ct., Inez B. McRae Trust

- 7/31/18---Deterioration continues, building vacant and closed.

3. 4716 Weddinton Matthews Rd.

- Existing residence under remodel/expansion. New owner has permit, but needs to acquire permit for 2nd story expansion for Union County
- 6/30/17---Per owner, he will use this as his residence only. Will continue to monitor.
- 7/31/17---Dumpsters (5) on property. Owner instructed to remove them.
- 8/31/17---All dumpsters except 1 removed. Additional permit issued for 2nd living unit and meter attached at rear of house.
- 2/28/18---Monitoring; work progressing, slowly.
- Notice of Violation & Citation issued 4/18/18; fines began 4/23/18. Violation continues.
- 5/31/18---Owner was cited with Notice of Violation and Citation for dumpsters stored at this address. Dumpsters have been removed.
- 7/31/18---Work continuing, monitoring.

4. 4915 Beulah Church Rd.

- Junk vehicles, old camper, old lawn mower and piles of limbs in yard; sent owner letter on 1/30/18. (town does not have over grown lot or cleanliness of land ordinance but am trying to use broad standards of zoning ordinance to get some clean up)
- No response from owner.
- 7/31/18---Monitoring.

5. 3824 Beulah Church Rd.

- Trash and debris in back yard around trash containers and utility building. Courtesy letter has been sent to owner.
- 7/31/18---Monitoring.

6. 3708 Beulah Church Rd.

- Rental house-tenant repairing wrecked vehicles in driveway; owner sent notice to discontinue this illegal use 4/3/18.
- Notice of Violation & Citation sent to owner 4/18/18; fines began 4/23/18. Still monitoring this one.
- 5/31/18---Yard/driveway cleaned, with vehicle tarped. Still monitoring this one.

- 6/30/18—Monitoring.
- 7/31/18---Monitoring.

7. 501 Devonport Dr.

- Inspection—vehicles parked on driveway at garage. Did not see any violation issues.
- 6/30/18----Monitoring.
- 7/31/18---Monitoring.

8. 8319 Lake Providence Dr.

- Courtesy letter to owner on discontinue pool and spa business from this address.

9. 150 Amanda Dr.

- Notice of Violation issued ordering discontinuance of grading business from this location

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2018-2019

PERIOD ENDING: 07/31/2018

10

ASSETS

ASSETS

10-1120-000	TRINITY CHECKING ACCOUNT	933,388.64
10-1120-001	TRINITY MONEY MARKET	1,119,827.49
10-1170-000	NC CASH MGMT TRUST	539,957.23
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	9,205.96
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	14,029.63
10-1232-000	SALES TAX RECEIVABLE	2,597.13
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,346,268.11
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	20,583.08
10-1610-003	FIXED ASSETS - EQUIPMENT	118,306.60
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.01
TOTAL ASSETS		<u>5,131,014.88</u>

LIABILITIES & EQUITY

LIABILITIES

10-2115-000	ACCOUNTS PAYABLE ACCRUAL	5,077.59
10-2120-000	BOND DEPOSIT PAYABLE	75,002.25
10-2155-000	HEALTH INSURANCE PAYABLE	-2,714.50
10-2156-000	LIFE INSURANCE PAYABLE	-32.20
10-2620-000	DEFERRED REVENUE - DELQ TAXES	9,205.96
10-2630-000	DEFERRED REVENUE-NEXT 8	14,029.63
TOTAL LIABILITIES		<u>100,568.73</u>

EQUITY

10-2620-001	FUND BALANCE - UNASSIGNED	2,199,653.14
10-2620-003	FUND BALANCE-ASSIGNED	249,500.00
10-2620-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,512,011.00
10-2620-005	CURRENT YEAR EQUITY YTD	266,105.24
CURRENT FUND BALANCE - YTD NET REV		-196,823.23
TOTAL EQUITY		<u>5,030,446.15</u>

TOTAL LIABILITIES & FUND EQUITY	<u>5,131,014.88</u>
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TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2018-2019

07/01/2018 TO 07/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:				
10-3101-110 AD VALOREM TAX -	444.29	444.29	1,065,000.00	100
10-3102-110 AD VALOREM TAX - 1ST	487.08	487.08	3,000.00	84
10-3103-110 AD VALOREM TAX - NEXT 8	-29.67	-29.67	1,000.00	103
10-3110-121 AD VALOREM TAX -	0.00	0.00	92,500.00	100
10-3115-180 TAX INTEREST	29.67	29.67	2,250.00	99
10-3231-220 LOCAL OPTION SALES TAX	0.00	0.00	335,000.00	100
10-3322-220 BEER & WINE TAX	0.00	0.00	45,000.00	100
10-3324-220 UTILITY FRANCHISE TAX	0.00	0.00	460,000.00	100
10-3340-400 ZONING & PERMIT FEES	5,170.00	5,170.00	35,000.00	85
10-3350-400 SUBDIVISION FEES	0.00	0.00	20,000.00	100
10-3830-891 MISCELLANEOUS REVENUES	50.00	50.00	1,000.00	95
10-3831-491 INVESTMENT INCOME	0.00	0.00	7,500.00	100
TOTAL REVENUE	<u>6,151.37</u>	<u>6,151.37</u>	<u>2,067,250.00</u>	<u>100</u>
AFTER TRANSFERS	<u>6,151.37</u>	<u>6,151.37</u>	<u>2,067,250.00</u>	
4110 GENERAL GOVERNMENT				
EXPENDITURE:				
10-4110-126 FIRE DEPT SUBSIDIES	61,946.34	61,946.34	747,860.00	92
10-4110-127 FIRE DEPARTMENT	0.00	0.00	25,000.00	100
10-4110-128 POLICE PROTECTION	72,149.40	72,149.40	288,600.00	75
10-4110-192 ATTORNEY FEES - GENERAL	0.00	0.00	60,000.00	100
10-4110-193 ATTORNEY FEES -	0.00	0.00	25,000.00	100
10-4110-195 ELECTION EXPENSE	0.00	0.00	3,500.00	100
10-4110-340 PUBLICATIONS	0.00	0.00	12,000.00	100
10-4110-342 HOLIDAY/TREE LIGHTING	0.00	0.00	7,500.00	100
10-4110-343 SPRING EVENT	0.00	0.00	4,500.00	100
10-4110-344 OTHER COMMUNITY EVENTS	0.00	0.00	600.00	100
10-4110-495 COMMITTEE & OUTSIDE	0.00	0.00	10,500.00	100
TOTAL EXPENDITURE	<u>134,095.74</u>	<u>134,095.74</u>	<u>1,185,060.00</u>	<u>89</u>
BEFORE TRANSFERS	<u>-134,095.74</u>	<u>-134,095.74</u>	<u>-1,185,060.00</u>	
AFTER TRANSFERS	<u>-134,095.74</u>	<u>-134,095.74</u>	<u>-1,185,060.00</u>	
4120 ADMINISTRATIVE				
EXPENDITURE:				
10-4120-121 SALARIES - CLERK	1,368.10	1,368.10	23,000.00	94
10-4120-123 SALARIES - TAX COLLECTOR	3,530.24	3,530.24	50,000.00	93
10-4120-124 SALARIES - FINANCE OFFICER	404.80	404.80	13,310.00	97
10-4120-125 SALARIES - MAYOR &	2,100.00	2,100.00	25,200.00	92
10-4120-181 FICA EXPENSE	566.25	566.25	8,750.00	94
10-4120-182 EMPLOYEE RETIREMENT	709.45	709.45	8,500.00	92
10-4120-183 EMPLOYEE INSURANCE	1,069.50	1,069.50	12,750.00	92

TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2018-2019

07/01/2018 TO 07/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-184 EMPLOYEE LIFE INSURANCE	12.60	12.60	175.00	93
10-4120-185 EMPLOYEE S-T DISABILITY	12.00	12.00	175.00	93
10-4120-191 AUDIT FEES	0.00	0.00	8,750.00	100
10-4120-193 CONTRACT LABOR	0.00	0.00	7,000.00	100
10-4120-200 OFFICE SUPPLIES - ADMIN	155.00	155.00	10,000.00	98
10-4120-210 PLANNING CONFERENCE	0.00	0.00	500.00	100
10-4120-321 TELEPHONE - ADMIN	73.70	73.70	3,000.00	98
10-4120-325 POSTAGE - ADMIN	150.00	150.00	2,000.00	93
10-4120-331 UTILITIES - ADMIN	471.04	471.04	6,000.00	92
10-4120-351 REPAIRS & MAINTENANCE -	214.50	214.50	67,500.00	100
10-4120-352 REPAIRS & MAINTENANCE	6,243.06	6,243.06	75,000.00	92
10-4120-354 REPAIRS & MAINTENANCE	2,962.50	2,962.50	58,000.00	95
10-4120-355 REPAIRS & MAINTENANCE	0.00	0.00	1,500.00	100
10-4120-356 REPAIRS & MAINTENANCE	0.00	0.00	6,000.00	100
10-4120-370 ADVERTISING - ADMIN	0.00	0.00	1,000.00	100
10-4120-397 TAX LISTING & TAX	0.00	0.00	250.00	100
10-4120-400 ADMINISTRATIVE:TRAINING	1,300.00	1,300.00	4,000.00	68
10-4120-410 ADMINISTRATIVE:TRAVEL	139.68	139.68	5,000.00	97
10-4120-450 INSURANCE	13,136.82	13,136.82	15,000.00	12
10-4120-491 DUES & SUBSCRIPTIONS	14,710.16	14,710.16	19,500.00	25
10-4120-498 GIFTS & AWARDS	0.00	0.00	3,000.00	100
10-4120-499 MISCELLANEOUS	0.00	0.00	8,000.00	100
TOTAL EXPENDITURE	49,329.40	49,329.40	442,860.00	89
BEFORE TRANSFERS	-49,329.40	-49,329.40	-442,860.00	
AFTER TRANSFERS	-49,329.40	-49,329.40	-442,860.00	

4130 PLANNING & ZONING

EXPENDITURE:

10-4130-121 SALARIES - ZONING	6,008.34	6,008.34	72,150.00	92
10-4130-122 SALARIES - ASST ZONING	0.00	0.00	2,500.00	100
10-4130-123 SALARIES -	1,440.75	1,440.75	17,650.00	92
10-4130-124 SALARIES - PLANNING	375.00	375.00	5,200.00	93
10-4130-125 SALARIES - SIGN REMOVAL	270.47	270.47	4,000.00	93
10-4130-181 FICA EXPENSE - P&Z	597.27	597.27	7,725.00	92
10-4130-182 EMPLOYEE RETIREMENT -	1,110.87	1,110.87	14,855.00	93
10-4130-183 EMPLOYEE INSURANCE	1,327.50	1,327.50	15,750.00	92
10-4130-184 EMPLOYEE LIFE INSURANCE	19.60	19.60	250.00	92
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	12.00	175.00	93
10-4130-193 CONSULTING	5,681.19	5,681.19	61,075.00	91
10-4130-194 CONSULTING - COG	2,011.75	2,011.75	11,500.00	83
10-4130-200 OFFICE SUPPLIES -	0.00	0.00	5,000.00	100
10-4130-201 ZONING SPECIFIC OFFICE	0.00	0.00	2,500.00	100
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	1,000.00	100
10-4130-220 INFRASTRUCTURE	0.00	0.00	206,000.00	100

TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2018-2019

07/01/2018 TO 07/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4130-321 TELEPHONE - PLANNING &	73.70	73.70	3,000.00	98
10-4130-325 POSTAGE - PLANNING &	150.00	150.00	2,000.00	93
10-4130-331 UTILITIES - PLANNING &	471.02	471.02	6,000.00	92
10-4130-370 ADVERTISING - PLANNING	0.00	0.00	1,000.00	100
TOTAL EXPENDITURE	<u>19,549.46</u>	<u>19,549.46</u>	<u>439,330.00</u>	<u>96</u>
 BEFORE TRANSFERS	 <u>-19,549.46</u>	 <u>-19,549.46</u>	 <u>-439,330.00</u>	
 AFTER TRANSFERS	 <u>-19,549.46</u>	 <u>-19,549.46</u>	 <u>-439,330.00</u>	
 GRAND TOTAL	 <u><u>-196,823.23</u></u>	 <u><u>-196,823.23</u></u>	 <u><u>0.00</u></u>	

TOWN OF W E D D I N G T O N

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: August 13, 2018

SUBJECT: Monthly Report –July 2018

Transactions:	
Penalty and Interest Payments	\$(29.67)
Interest Charges	\$152.54
Refunds	\$487.08
Taxes Collected:	
2017	\$(931.37)
As of July 31, 2018; the following taxes remain Outstanding:	
2007	\$83.43
2008	\$808.16
2009	\$554.28
2010	\$530.18
2011	\$52.18
2012	\$789.41
2013	\$1128.15
2014	\$1680.53
2015	\$2073.33
2016	\$6329.98
2017	\$9205.96
Total Outstanding:	\$23235.59