

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2018 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104**

AGENDA

Prayer – Reverend Chris Edwards, Graceway Baptist Church

1. OPEN THE MEETING
2. PLEDGE OF ALLEGIANCE
3. DETERMINATION OF QUORUM
4. ADDITIONS, DELETIONS AND/OR ADOPTION OF THE AGENDA
5. INTRODUCTION OF UNION COUNTY SHERIFF’S DEPUTIES SHAWN DODD AND RAMONA MARKS
6. PUBLIC COMMENTS
7. CONSENT AGENDA
 - A. Authorize the Tax Collector to charge off 2007 Property Taxes
 - B. Adopt Proclamation P-2018-03 October as Domestic Violence Awareness Month
 - C. Call for a Public Hearing to be held Monday, October 8, 2018 at 7:00 p.m. at Weddington Town Hall to consider:
 - 1) Conditional Zoning for 5207 Weddington Road, Weddington, for the Purpose of Establishing a Community Recreational Center.
 - 2) Conditional Zoning for 315 Reid Dairy Road, Weddington, for the Purpose of Establishing a Church Use and Any Accessory Uses Related Therewith
8. APPROVAL TOWN COUNCIL MINUTES
 - A. August 13, 2018 Town Council Regular Meeting Minutes
 - B. August 22, 2018 Town Council Special Meeting Minutes
9. OLD BUSINESS
 - A. Discussion and Consideration of Text Amendment Chapter 34 – Article IV Burning of Land Clearing Vegetation
 - B. Discussion and Consideration of Entering into Contract for Repaving of Ambassador Court
 - C. Discussion of House Plans and Consideration of Site Plan Contract for Matthews Property
10. NEW BUSINESS
 - A. Discussion and Consideration of Final Plat for Weddington Acres Subdivision
 - B. Discussion of Status of Purchase of Radar Trailer
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

Agenda Item 6.A.

TO: Mayor and Town Council
FROM: Kim H. Woods, Tax Collector
DATE: **September 10, 2018**
SUBJECT: Charge Off of 2007 Property Taxes

North Carolina General Statute 105-378(a) establishes a continuing ten year statute of limitations against enforcement remedies provided by law for the collection of taxes or the enforcement of any liens. The ten year period is measured from the September 1st due date.

In accordance with General Statutes 105.378(a), I am hereby requesting authorization to charge off 2007 personal property taxes. The balance is as follows:

2007 \$83.43

Respectfully submitted,

Kim H. Woods
Town of Weddington
Tax Collector

Witness my hand and official seal this 10th day of September, 2018.

Elizabeth Callis, Mayor

Attest:

Karen Dewey, Town Clerk



**Town Of Weddington
Proclamation
P-2018-03**

WHEREAS, domestic violence affects all Union County residents, and far too many people suffer abuse at the hands of a spouse, partner, parent, child, or sibling; these victims can be of any age, race, religion, or economic status and the resulting damage is inflicted not only on the victims, but their children, families, and communities; and

WHEREAS, domestic violence includes not only physical but also mental abuse, emotional abuse, financial abuse, sexual abuse, and isolation; and

WHEREAS, domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence with an annual cost to US companies of \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

WHEREAS, according to the North Carolina Coalition Against Domestic Violence, there have been 1,244 women, men, and children murdered as a result of domestic violence since January 1, 2002 in North Carolina; and

WHEREAS, according to the North Carolina Council for Women, domestic violence programs across the state responded to over 119,000 crisis calls and provided services to over 50,000 victims last year; and

WHEREAS, the key to prevention is education, community awareness, having zero tolerance for domestic violence, and requiring accountability by the abuser; and

WHEREAS, Union County recognizes the importance of having collaborations by multiple partners to promote social norms, policies and laws that support gender equity and foster intimate partnerships based on mutual respect, equality, and trust; and

NOW, THEREFORE, be it resolved that I, Elizabeth Callis, Mayor of the Town of Weddington, do hereby proclaim October 2018 as Domestic Violence Awareness Month in Union County and urge all citizens to support this observance. I further urge our citizens to increase their awareness and education of this destructive force which deeply affects a large number of families in our State each year and to become part of the efforts to stop violence in families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this the 10th day of September 2018.

Elizabeth Callis, Mayor

Attest:

Karen Dewey, Town Clerk

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Administrator/Planner

DATE: September 10, 2018

SUBJECT: Weddington Fitness Center – R-40 Conditional Zoning



Cory Worf requests a conditional zoning to allow for a private community recreational use within an existing building located at 5207 Monroe Weddington Road.

Application Information

Date of Application: August 3, 2018
Applicant/Owner Name: Cory Worf
Parcel ID#: a portion of 06-069-021
Property Location: 5207 Monroe Weddington Road

Existing Zoning: R40
Proposed Zoning: R40 (CZ)
Existing Use: Vacant Church Building
Proposed Use(s): Recreational Use
Parcel Size: 3.12 acres

Use

The applicant proposes a community recreational center in accordance with *Section 58-54 (2)c* of the *Weddington Zoning Ordinance*. All conditional uses are required to go through the conditional rezoning process in *Section 58-271* of the *Weddington Zoning Ordinance*.

(2) *Conditional uses*. The following uses may be permitted by the town council in accordance with [section 58-271](#). The council shall address review criteria for each use which is contained in [section 58-271](#):

- a. Churches, synagogues and other places of worship.
- b. Public and private schools serving all grades, including preschool facilities.
- c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
- d. Country clubs.
- e. Emergency governmental service facilities, including police, fire and rescue.
- f. Cemeteries.
- g. Essential services, classes II and III.
- h. Private airstrips, provided that:
- i. Telecommunication towers.
- j. Public libraries.
- k. Planned residential developments, subject to the requirements of [section 58-23](#).
- l. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- m. Government or town facility.
- n. Land application of biosolids.
- o. Agritourism

Development Standards for a Private Community Recreational Facility

Minimum Lot Area - 40,000 sq ft.
Front Setback-75 feet
Rear Setback-40 feet
Side Setbacks-15 feet
Maximum Building Height - 35 feet

Access and Parking:

The site plan shows a single access point off of Weddington Road. This will become a right in/right out once the Weddington Road improvements are complete. The applicant will be required to obtain driveway permits from NCDOT as a condition of a conditional rezoning approval.

A parking stall is required to be 9'x 20'. The applicant will use the existing parking lot and restripe it to meet town requirements. Community recreational centers require 1 space for the largest number of employees per shift, plus 2 spaces for each 3 memberships, plus 1 space for each vehicle used in the operation. 14 parking spaces and 1 ADA space is required. 23 spaces and 2 ADA spaces are provided.

Justin Carroll, the Town's traffic engineer is not requiring a TIA. The AM peak is 7 vehicles and the PM peak hour is 17 vehicles. Mr. Carroll's findings are included in your packet.

Screening and Landscaping:

The applicant provided a 24' foot buffer around the side and rear of the property which shall be left undisturbed per *Section 58-8 of the Weddington Zoning Ordinances*. Staff believes the uses surrounding the existing building aren't uses that need to be screened therefore staff is suggesting that they be exempt from the planting requirement of 5 trees and 20 shrubs per 100 linear feet. However, the existing parking areas shall be screened along the south side to buffer it from Weddington Road.

Elevations:

The applicant is not proposing any additions to the building at this time. They will paint the exterior of the structure and install landscaping around the foot print as needed.

Lighting

There are existing pole mounted lights in the parking lot. Any proposed lights shall meet the requirements within the lighting ordinance.

PIM

The required Public Involvement Meetings for this project were held on August 15, 2018 from 2:00-4:00 on site and 5:00-7:00 PM at Town Hall. Mailings were sent out to parcels within 1300' of the site. Approximately 11 people attended the meetings, all showing support for the proposed conditional zoning. Two concerns were raised; the use would transform into something larger or more commercial in the future, and noise.

Additional Development Standards

Provisions were added to the plan explaining the use, which allows for a recreational building for educational and recreational classes and activities for the people in the community, i.e. a yoga studio, fitness classes, agility training, martial arts studio, etc. All classes shall be group run versus any open type of gym/fitness center. It does not allow a fitness center/club use over 5,000 sq ft., which the average business/retail type of fitness centers are 40,000 sq ft, and it specifically excludes non-traditional recreational tenants such as trampoline parks, rock climbing gyms, and gaming centers. It also excludes any retail components you see in larger fitness centers, like juice bars and cafes, and it shall not have any retail sales like gym equipment, yoga mats, etc.

The applicant also included his hours of operation that shall be incorporated as a condition in this rezoning. His normal hours are Monday –Friday 5:30 am-12pm and 3:30 pm- 7:30 pm, Saturday 8am-12 pm and Sunday 2pm- 5 pm. The condition will allow for a little more flexibility for other classes and shall be M-F 5:30 AM – 8 PM and weekends 8am-5pm.

The noise ordinance will regulate any unreasonably loud noise.

Recommendation

The conditional zoning district process allows for the establishment of certain uses that, because of their nature or scale, have particular impacts on both the immediate area and the community as a whole. In order to accommodate these uses, specific development standards for these uses that allows for flexibility in development while protecting existing nearby areas can be established.

Given the recreational use is surrounded by 50 acres of ball fields, the use within the existing structure with a 5,000 sq ft maximum could be considered to fit the area. However, parameters need to be considered by Planning Board and Town Council to determine if it's a good fit (i.e. size of building, hours, etc). In addition, Planning Board and Town Council need to consider whether this proposal fits a community recreational center use category.

State Statute requires that all zoning regulations shall be made in accordance with a comprehensive plan. When adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan or any other officially adopted plan that is applicable, and briefly explaining why the board considers the action taken to be reasonable and in the public interest.

Proposed Land Use Consistency Statement

The subject parcel is designated for Traditional Residential on the Weddington Land Use Plan.

Consistent: The conditional zoning meets the goals of the land use plan in that the use retains a mix of land uses that reinforce a unique small town character. The design is consistent with the unique small-town character of Weddington and is limited in size to retain the small-scale service to the community. The use is compatible with the area and encourages recreation needs of the community. It is reasonable given the use and character of the area, and the use is surrounded by 50 acres of ball-fields.

Inconsistent: The use does not meet the goals of the land use plan in that it is commercial in nature where the land use plan only allows neighborhood businesses to lie within the Town Center. It is unreasonable in that community recreational centers are typically considered for planned neighborhoods and the recreational facility may not serve the needs of all residents and be accessible to all citizens.

Planning Board

The Planning Board discussed parking, businesses being required to be located in the downtown overlay, whether this use is commercial, whether it fits a community recreational center use in R40, the land use plan, whether the use fits on this specific parcel because of the contiguous uses, profit versus non-profit and other uses in the R40 conditional list and their status. A full excerpt of the minutes will be provided in the packet for the public hearing.

The board vote was 3-3 with the Chairman breaking the tie to give an unfavorable recommendation.

Attachments:
Narrative from Applicant
Site / Rezoning Plan
TIA review letter from Justin Carroll

WEDDINGTON FITNESS CENTER

Presentation of Planned Use at
5207 Weddington Road

Presented by
Weddington Fitness Center

I. Meeting Goal

Weddington Fitness Center intends to purchase the subject parcel for the purpose of establishing a family oriented health and fitness center for the surrounding community members.

II. Parcel Information

Applicant/Purchaser Name: Cory Worf / Weddington Fitness Center

Seller Name: Crossroads Church c/o Mark Appleyard

Parcel ID#: 06069021

Acreage: 3.12

Property Location: 5207 Weddington Rd. Wesley Chapel, NC

III. Weddington Fitness Center Overview

Cory Worf has been training members of the greater Weddington community since 2011. He brings an expertise in functional fitness and body mechanics that allows him to help a broad spectrum of individuals to reach their health and fitness goals. Whether an older adult hoping to be able to more easily get up from a chair, or aspiring school age athletes Cory and his team develops targeted programming to meet the varying needs. Weddington Fitness Center strives to become a place where families and community members can gather together and work towards our overall goal to live well and be fit. Cory has 24 years of coaching armature and professional athletes, in Pro Cycling, Pro Motocross, as well as football, soccer, baseball, track and swimming.

IV. Project Overview

Weddington Fitness Center seeks to purchase the Crossroads Church property and transform the existing structure into a fitness center. This center will offer classes to members throughout the day. Our classes will range from 10 to 20 members per hour long class. Members will range in age from 11 through older adults.

V. Options for Use

Weddington Fitness Center would utilize the existing structure located on the property.

Operations Plan

- Hours of Operation:
 - Monday - Friday 5:30am – 12pm / 3:30pm - 7:30pm
 - Saturday: 8am – 12pm
 - Sunday: 2pm – 5pm
- No. of proposed members – 15-20
- No. of proposed cars – 15-20
- Nighttime Operations – Classes end by 7:30pm on Weekdays
- Weekend Operations – Saturday morning group classes and Sunday afternoon group classes, other activities will be seldom
- Consideration of Neighbors – Weddington Fitness Center would not impede on the operations and traffic flow for the Optimist Park or Southbrook Church due to our hours of operations and flow of attendees in and out of the center. Because of the nature of the fitness center and individuals not arriving and departing at the same time there would be no need for a Police or Traffic Officer to be in place. Weddington Fitness Center would look to partner with Southbrook Church and Optimist Park to leverage the space for community events if the need shall arise.

VI. Project Plan

Weddington Fitness Center has already obtained a building inspection, survey, and engineering assessment for the site. Weddington Fitness Center will work towards improvements to the exterior of the site following the sale of the property. At a minimum, Weddington Fitness Center will do the following improvements to the site.

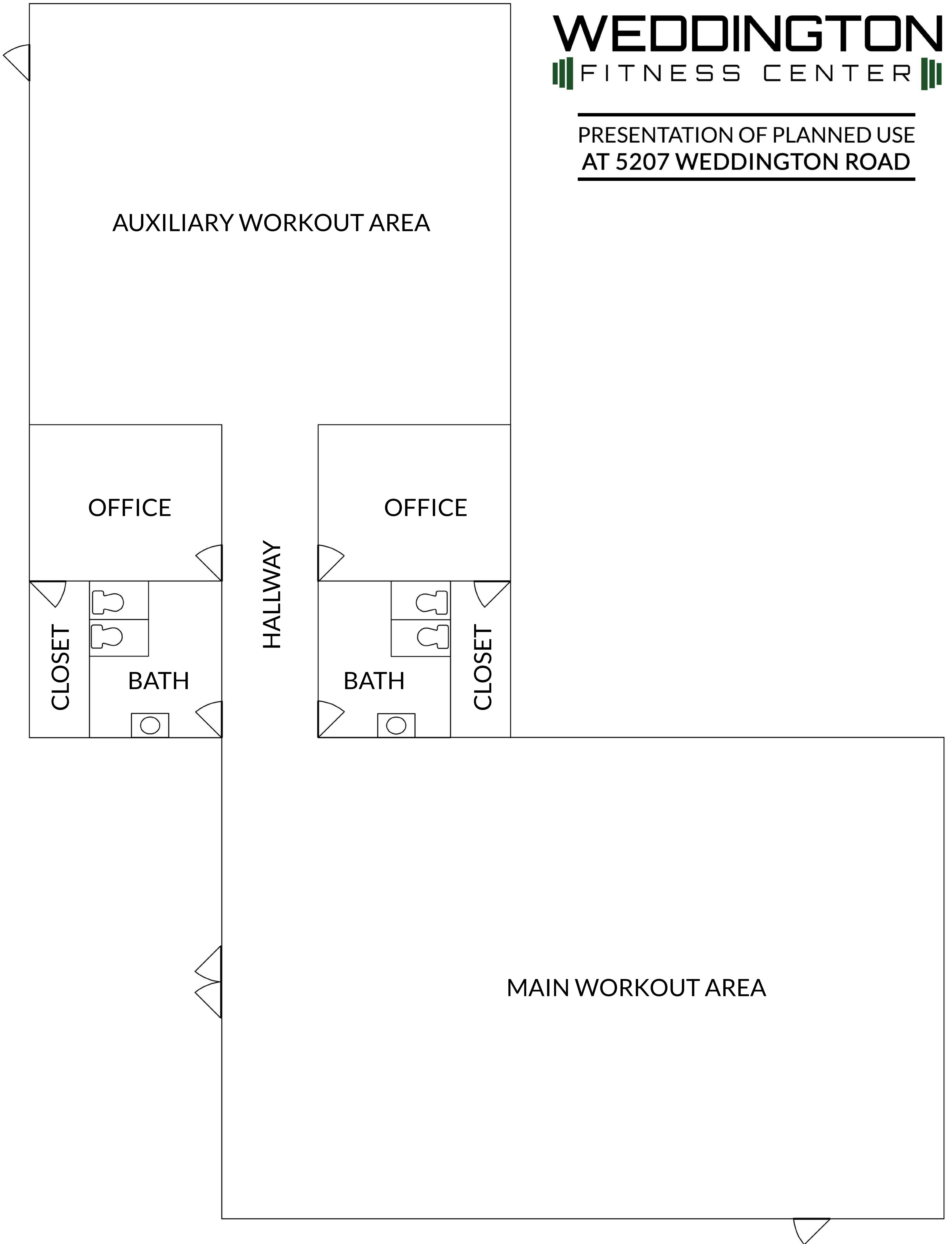
- Paint Exterior of Structure
- Restripe parking to include up to code ADA compliant parking spaces and railings for the stairway
- Install landscaping and gardening as needed
- Other improvements as needed

Exhibit A: Site Plan Package - Existing conditions survey and preliminary site plan.

WEDDINGTON

FITNESS CENTER

PRESENTATION OF PLANNED USE
AT 5207 WEDDINGTON ROAD



WEDDINGTON

FITNESS CENTER

PRESENTATION OF PLANNED USE AT 5207 WEDDINGTON ROAD

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 5A .1800), THIS 10th DAY OF MAY, 2013.

SIGNED
JOHN D. SKIDMORE III, NCAL.S. L-3837



WEDDINGTON OPTIMIST CLUB OF WAKHAW D.B. 570 P.C. 519

WEDDINGTON OPTIMIST CLUB OF WAKHAW D.B. 570 P.C. 519

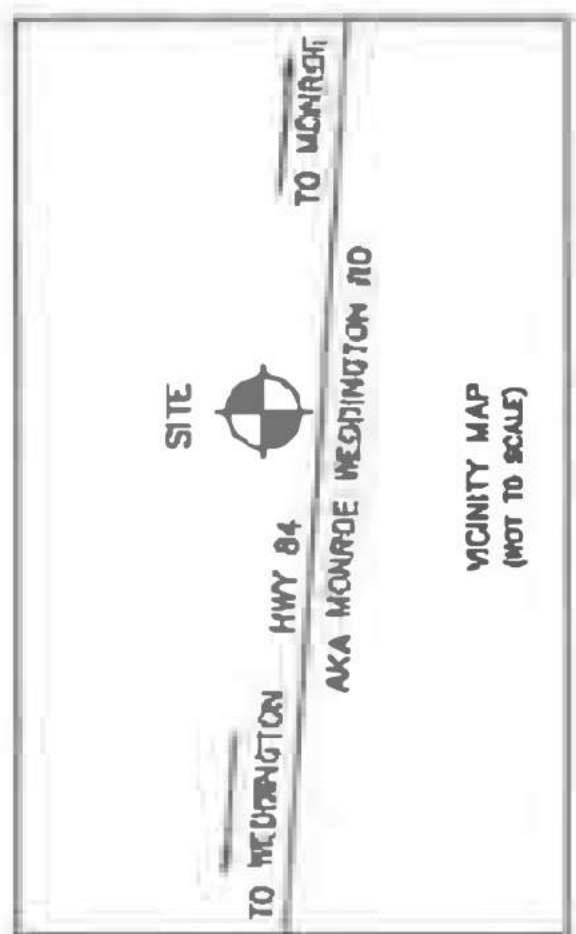


SOUTHSIDE CHRISTIAN ASSEMBLY
A PORTION OF D.B. 419 P.C. 12
3.13 ACRES (TOTAL)
0.24 ACRE IN ROAD R/W
2.89 ACRES (NET)

WESLEY CHAPEL WEDDINGTON D.B. 1043 P.C. 84

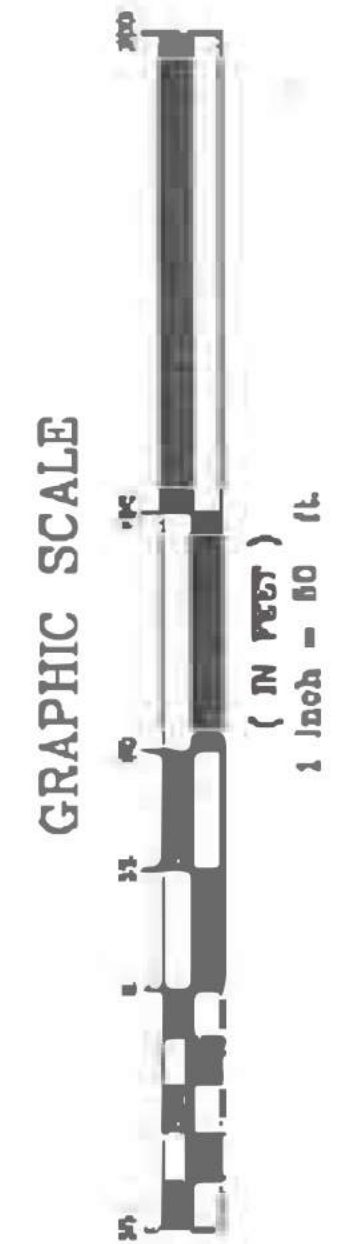
N.C. HWY 84 EXISTING 100' R/W P.C. 0 FILE 844

P.C. C FILE 544 - 9/20/01



- LEGEND**
- R/W = RIGHT OF WAY
 - = CORNER AS DESCRIBED
 - ☆ = LIGHT POLE
 - ☆ = COMPUTED POINT
 - = UTILITY POLE
 - = CONCRETE MONUMENT
 - ⊕ = SANITARY SEWER MANHOLE
 - ⊙ = STORM DRAIN MANHOLE
 - = PROPERTY LINE
 - = ADJOINER LINE
 - = RIGHT OF WAY
 - = SEWER EASEMENT
 - = STORM DRAIN EASEMENT
 - = SETBACK LINE

- NOTES:**
- AREA BY COORDINATE METHOD
 - THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET
 - THIS MAP IS NOT INTENDED TO MEET G.S. 47-30 AND IS NOT TO BE RECORDED AS A PLAT
 - SUBJECT PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS, RESTRICTIVE COVENANTS AND/OR CURRENT ZONING R-40
 - FRONT SETBACK 75'
 - SIDE SETBACKS 15'
 - REARYARD 40'
 - MIN. BUILDING HEIGHT 35'



PHYSICAL SURVEY		SCALE: 1" = 30'	DRAWING DATE: 8/9/13
5207 MONROE WEDDINGTON ROAD		TITLE: PLAT	DRAWING BY: JDS
SOUTHSIDE CHRISTIAN ASSEMBLY		DEED BOOK: 419 PAGE 12	DRAWING: 13-0618P
MATHWEPS, UNION COUNTY, NORTH CAROLINA		SKIDMORE SURVEYING, INC.	
SOUTHSIDE CHRISTIAN ASSEMBLY		3343 MONROE, N.W. WEST	
		704-286-4653	

F-195



WEDDINGTON

|| FITNESS CENTER ||

PRESENTATION OF PLANNED USE
AT 5207 WEDDINGTON ROAD



WEDDINGTON

|| FITNESS CENTER ||

PRESENTATION OF PLANNED USE
AT 5207 WEDDINGTON ROAD



WEDDINGTON

|| FITNESS CENTER ||

PRESENTATION OF PLANNED USE
AT 5207 WEDDINGTON ROAD



WEDDINGTON

|| FITNESS CENTER ||

PRESENTATION OF PLANNED USE
AT 5207 WEDDINGTON ROAD



TO: Lisa Thompson, Town of Weddington Administrator/Planner

FROM: Justin Carroll, PE, STV Engineers, Inc.

DATE: August 23, 2018

SUBJECT: Determination of Traffic Impact Analysis: Weddington Fitness Center, Town of Weddington, Union County, NC

Introduction

STV Engineers, Inc. has prepared this response to the request of a traffic impact analysis (TIA) for the proposed Weddington Fitness Center, located on the northern side of Highway 84 (Weddington Road) between the entrances to Weddington Optimist Park (Westfork Run). The parcel was previously occupied by Crossroads Church. The proposed development includes the existing building which will be used for group-led educational and recreational classes and activities. The building encompasses an area of approximately 4,750 square feet. Currently, Highway 84 is a two-lane undivided roadway and has a two-way left turn lane along the parcel frontage. Due to the NCDOT State Transportation Improvement Program’s Project U-3467 (Rea Road Extension), Highway 84 is being upgraded to a four-lane divided facility so the Fitness Center driveway will be right-in/right-out.

Refer to Figure 1 for a map of the study location.

Figure 1: Study Location





Data

According to the NCDOT Congestion Management’s “Rate vs Equation” spreadsheet (effective July 1, 2018), the suggested method for site trip calculations for land use code (LUC) 492 (Health/Fitness Club) per the ITE Trip Generation Manual 10th edition is as follows:

LUC	DESCRIPTION	INDEPENDENT VARIABLE	PEAK HOUR TYPE	SUGGESTED METHOD		
				RATE	EQUATION	LOCAL DATA
492	Health/Fitness Club	1,000 GFA	Adjacent	-	-	X

Source: NCDOT Congestion Management's "Rate vs Equation" spreadsheet

With no local data to consider, the average rate calculation method was used. Due to the limited number of studies, LUC 492 (Health/Fitness Club) does not possess an equation. The average weekday AM peak hour rate is reported as 1.31 vehicles per 1,000 sq. ft. GFA (gross floor area) and the average weekday PM peak hour rate is reported as 3.45 vehicles per 1,000 sq. ft. GFA.

Trip Generation Data Statistics

LUC	DESCRIPTION	INDEPENDENT VARIABLE	TIME PERIOD	AVERAGE RATE
492	Health/Fitness Club	1,000 sq. ft. GFA	Weekday, AM Peak Hour Between 7 and 9 a.m.	1.31
492	Health/Fitness Club	1,000 sq. ft. GFA	Weekday, PM Peak Hour Between 4 and 6 p.m.	3.45

Source: ITE Trip Generation Manual 10th Edition (<https://itetripgen.org>)

Trip Generation Calculations

LAND USE	INTENSITY		TIME PERIOD	TOTAL	IN	OUT
Health/Fitness Club	4.75	1,000 sq. ft. GFA	Weekday, AM Peak Hour Between 7 and 9 a.m.	6.2	3.2	3
TOTAL TRIP GENERATION				7	4	3
Health/Fitness Club	4.75	1,000 sq. ft. GFA	Weekday, PM Peak Hour Between 4 and 6 p.m.	16.4	9.3	7.1
TOTAL TRIP GENERATION				17	10	7

As shown in the above calculations, the value for the weekday AM peak hour (one hour between 7-9 a.m.) is 7 vehicles for 4,750 sq. ft. The value for the weekday PM peak hour (one hour between 4-6 p.m.) is 17 vehicles for 4,750 sq. ft. Both values are below the required trips to require a traffic impact analysis.

Conclusion

As Appendix C of the Traffic Impact Analysis Ordinance from Weddington, NC Code of Ordinances states, a TIA is required for any major subdivision, or conditional rezoning, or portion thereof, which is expected to create fifty (50) or more peak hour vehicle trips or 500 or more daily vehicle trips. Also, for redevelopment projects, including changes of use, trip generation thresholds shall be defined as the number of net new trips anticipated to be generated by the proposed



development over and above the number of trips generated by the current use of the site. Based on the information contained herein, the calculations above, and engineering judgement, the proposed fitness center **does not** meet or exceed the threshold to require a traffic impact analysis.

Attachment:

Town of Weddington Code of Ordinances: Appendix C - Traffic Impact Analysis Ordinance

APPENDIX C - TRAFFIC IMPACT ANALYSIS ORDINANCE

Sec. I. - Overview.

The adequacy of service levels for local, private, and state road intersections that serve or are affected by a proposed project shall be determined in accordance with the provisions of this Appendix. A Traffic Impact Analysis (TIA) required by this Appendix will be prepared by a qualified traffic engineering consultant retained by the Applicant and reviewed and approved by the Town of Weddington. All requirements and recommendations resulting from the TIA must be coordinated with and approved by NCDOT.

(Ord. No. O-2015-05, 5-11-2015)

Sec. II. - Applicability.

A. *Generally.*

- 1) Except as provided in subsections 3) through 7) below, a TIA is required for any major subdivision, or conditional rezoning, or portion thereof, which is expected to create fifty (50) or more peak hour vehicle trips or 500 or more daily vehicle trips. Peak hour and daily vehicle trips are those occurring on peak days on the roadway adjacent to the proposed development, based on the current edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, with the exception of public and private schools which will be based on the NCDOT's most current Municipal School Transportation Assistance (MSTA) School Traffic Calculator. For the purposes of determining the requirement to submit a TIA, no adjustments such as modal split, pass-by trips, and/or internal capture rates will be allowed to the site traffic calculation.

NCDOT Congestion Management's "Rate versus Equation" spreadsheet shall be used to guide site trip calculations and determine allowable pass-by percentages. Alternative trip generation rates/equations for non-standard uses may be utilized subject to Town approval. A "Determination of Need" for a TIA shall be made by the Town in accordance with the trip generation standards set forth in subsection II.A.1). (See the Town of Weddington TIA Process and Procedures Manual for additional information.)

- 2) The determination of the number of trips generated also shall take into account pass-by trips, internal trip capture for MX projects (e.g., roadway and/or pedestrian connectivity) and any proposed transportation demand management system where adequate guarantees are provided by the applicant to the Town, which ensure the proposed demand management system will function as proposed for the life of the project.
- 3) For redevelopment projects, including changes of use, trip generation thresholds shall be defined as the number of net new trips anticipated to be generated by the proposed development over and above the number of trips generated by the current use of the site.
- 4) No TIA shall be required for special events, which either are temporary in nature, consistent with the Town Zoning Ordinance, or which generate trips that meet or exceed the thresholds set forth in subsection 1), but which do not occur during the peak hours of the roadways adjacent to the proposed development.
- 5) Nothing herein shall prohibit the Town from requiring on-site or off-site improvements necessary to address traffic safety concerns created by a proposed development, regardless of whether the thresholds set forth above have been met.
- 6) This Appendix shall not apply to any rights that have vested prior to the effective date of this Appendix, nor shall this Appendix be applied in a manner that would result in a taking of property.

7) This Appendix shall not apply to any development proposal that is part of a conditional zoning plan or subdivision plan submitted prior to the effective date of this Appendix.

B. *Consecutive or Sequential Applications.*

Proposed developments may not be phased or subdivided in piecemeal fashion to avoid application of this Appendix. Two or more developments represented as separate developments shall be aggregated and treated as a single development where the Administrator determines the developments to be part of a unified plan of development and physically proximate to one another, based on the following factors:

- 1) There is common ownership, indicated by the fact that:
 - a) The same person, company, partnership or legal entity controls the developments;
 - b) The same person, company, partnership or legal entity has ownership or a significant legal or equitable interest in the developments;
 - c) There is common management of the developments which controls the form of physical development or disposition of parcels of the development;
 - d) There is proximity in time between the completion of 80 percent or less of one development and the submission of a development proposal for a subsequent development indicating a common development effort;
 - e) The sharing of infrastructure or improvements between multiple developments;
 - f) There is a common advertising scheme or promotional effort or plan for the developments;
or
 - g) Any other credible information gained by the Town suggesting that the project is being phased or subdivided to avoid the requirements of this Appendix.

C. *TIA Submission and Completion Requirement.*

Once the Town has made a Determination of Need for a TIA, the applicant may proceed with the TIA study, in accordance with the terms of the most recent version of the Town of Weddington TIA Process and Procedures Manual, as approved by Zoning Administrator and all applicable Zoning Ordinance and Subdivision Ordinance requirements.

(Ord. No. O-2015-05, 5-11-2015)

Sec. III. - Level of Service Standards; Compliance; Mitigation; Excess Capacity.

A. *Level of Service Standards and Compliance.*

1. The applicant must determine the existing (base) Level of Service (LOS) for all intersections within the Impact Area, as described in Section IV. The applicant shall be required to identify mitigation improvements to the roadway network if at least one of the following conditions exists when comparing base Level of Services to project conditions: (1) the total average delay at an intersection or individual approach delay increases by 25% or greater, while maintaining the same LOS; (2) the LOS degrades by at least one level; (3) or LOS is an "F". This determination shall be based on the most currently accepted Highway Capacity Manual (HCM) methodology. For turning lanes, mitigation improvements shall be identified when the SimTraffic analysis indicates that the Max Queue exceeds the storage capacity of the existing lane.

The proposed mitigation measures required to meet the LOS standards may be modified, subject to final approval of the Town Council to substantially achieve the standards, purpose and intent of this ordinance. The determination of "substantial achievement" based upon an expert opinion provided by the Town's Designated Transportation Engineer.

2. As an alternative to mitigation, the developer may elect to phase the project, reduce its intensity, or delay the project until the LOS standards have been met as a result of a transportation improvement planned by the Town, the North Carolina Department of Transportation (NCDOT) or another party.

B. *Mitigation.*

Mitigation measures shall be consistent with the Design Standards found within the Town of Weddington Roadway Standards.

Mitigation may include participation by the Town or other governmental agencies or private parties, and also may include the funding of road improvements planned by other governmental agencies. Such improvements can be advanced to mitigate the impacts of the proposed development. The nature and type of mitigation should reflect the timing and the availability of necessary right-of-way or other improvements, the existence and timing of other developments within the area, and the particular characteristics of the particular site and the needed transportation improvements. Monetary mitigation, if proposed by the applicant, may be accepted by the Town Council provided it is shown that such mitigation is a reasonable substitute for actual construction, based on the LOS standards and construction time frames set forth herein.

Proposed mitigation shall be included as a condition of approval or a binding agreement between the applicant and the Town, with the consent, as appropriate, of the NCDOT or other governmental regulatory agencies with jurisdiction.

C. *Transportation improvements.*

Transportation improvements provided through mitigation, pursuant to this Appendix, shall be completed and available within three (3) years of the Town Council's final approval of the development proposal, unless expressly provided otherwise by the Town Council. Any improvements not completed prior to the issuance of a Certificate of Occupancy, shall be bonded at 115% of the cost of the remaining required improvement(s), as reviewed and approved by the Zoning Administrator following review by the Town Designated Transportation Engineer. All necessary right-of-way for identified transportation improvements shall be acquired prior to the issuance of a Certificate of Occupancy.

D. *Excess Capacity.*

If a private party or developer chooses to build a transportation facility that provides capacity in excess of that needed to serve the proposed development, the Town and other responsible parties may enter into an agreement to facilitate the participation of subsequent developers, the Town, NCDOT, or other parties in the provision or funding of the transportation improvement.

(Ord. No. O-2015-05, 5-11-2015)

Sec. IV. - Impact Area.

The impact area designates the distance from a proposed development within which the TIA is conducted to determine compliance with the LOS standards set forth above. The following impact areas apply to any development subject to this Appendix:

- 1) Public street intersections within a half-mile radius from the proposed development property line.
- 2) Intersections where proposed development contributes seven (7) percent or more of the traffic on any intersection approach during any peak hour.

(Ord. No. O-2015-05, 5-11-2015)

Sec. V. - Contents of TIA.

A. *Generally.*

The TIA shall generally follow the guidelines set forth by the ITE Transportation Impact Analysis for Site Development consistent with the Town of Weddington Roadway Standards, or as required by the Zoning Administrator, and may include, but is not limited to, the following:

- 1) Traffic analysis information related to trip generation, peak hour impacts, and other factors evaluated to determine compliance with applicable LOS standards for intersections within the impact area;
- 2) Site location map and site layout;
- 3) Existing and proposed land uses;
- 4) Timing and phasing of the proposed development, by month and year;
- 5) A narrative describing the project, including any special transportation related impacts or considerations; and
- 6) Other information determined by the Town Designated Transportation Engineer to be necessary in order to determine whether the proposed project complies with the requirements of this Appendix and the requirements of the ITE guidelines for the preparation of TIAs for site development.

B. *Demand Measures.*

TIAs shall take into account the following demand factors:

- 1) Existing traffic volumes;
- 2) Background traffic, including historical growth traffic and projected trips associated with approved, but un-built development(s); and
- 3) The trips to be generated by the proposed development.

C. *Capacity Measures.*

TIAs shall take into account the following existing or anticipated capacity measures:

- 1) Existing road segments, intersections, and proposed development access points;
- 2) Roadway and intersection improvements planned by the Town, NCDOT, or other party, scheduled to be completed and available within three (3) years of the approval of the development proposal and which either have or are reasonably certain to have all necessary governmental approvals.

D. *Mitigation Measures Needed.*

The TIA shall describe what, if any, transportation facility improvements within the impact area are needed for the proposed development to comply with the intersection level of service standards set forth in section III of this Appendix.

(Ord. No. O-2015-05, 5-11-2015)

Sec. VI. - Intergovernmental Coordination.

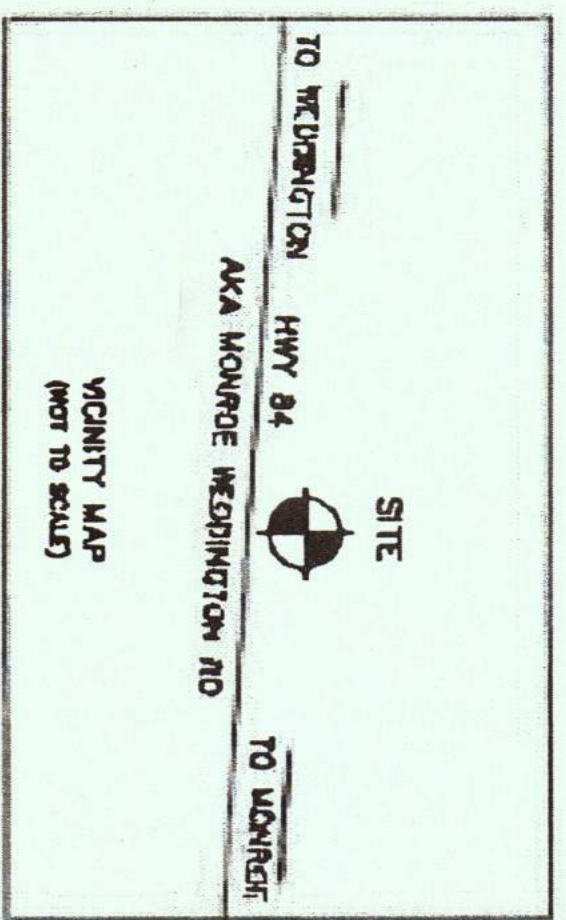
While the Town coordinates with NCDOT and other appropriate governmental agencies on development proposals, it shall remain the responsibility of the Applicant to contact NCDOT to discuss access and traffic impact issues on state roads.

(Ord. No. O-2015-05, 5-11-2015)

Sec. VII. - Appeals and variances.

An applicant may seek a variance from the terms of this Appendix or appeal a determination by the Zoning Administrator made pursuant to the terms of this Appendix to the Zoning Board of Adjustment, as provided in Article VIII of the Zoning Ordinance.

(Ord. No. O-2015-05, 5-11-2015)



- LEGEND**
- R/W - RIGHT OF WAY
 - - CORNER AS DESCRIBED
 - ☆ - LIGHT POLE
 - - COMPUTED POINT
 - - UTILITY POLE
 - ⊠ - CONCRETE MONUMENT
 - ⊠ - SANITARY SEWER MANHOLE
 - ⊠ - STORM DRAIN MANHOLE
 - - PROPERTY LINE
 - - ADJOINER LINE
 - - RIGHT OF WAY
 - - SEWER EASEMENT
 - - STORM DRAIN EASEMENT
 - - SETBACK LINE

WESLEY CHAPEL
WEDDINGTON
D.B. 1049 PG. 84

This site shall be governed by this rezoning site plan, notes on this plan, approved conditions, and all applicable provisions within the Town of Weddington Code of Ordinances.

Existing Use: Church/Vacant
Proposed Use: Community Recreational Center

Existing Zoning: R40
Proposed Zoning: R40 Conditional

Average: 3.13 acres

Parcel Number: 06089021

Parking Spaces Required: 14 and 1 ADA
Parking Spaces Provided: 23 and 2 ADA

Hours of Operation: Weekdays 5:30AM - 8:00 PM
Weekends 8:00AM - 5:00 PM

This use is contained in the existing building and parking lot. Future amendments to the plan may be applied for in accordance with the provisions of Section 58-27(f) of the Zoning Ordinance.

All lighting fixtures on site shall comply with Chapter 14, Article IV of the Weddington Code of Ordinances. Screening and landscaping shall conform to the requirements of Section 58-8 of the Zoning Ordinance.

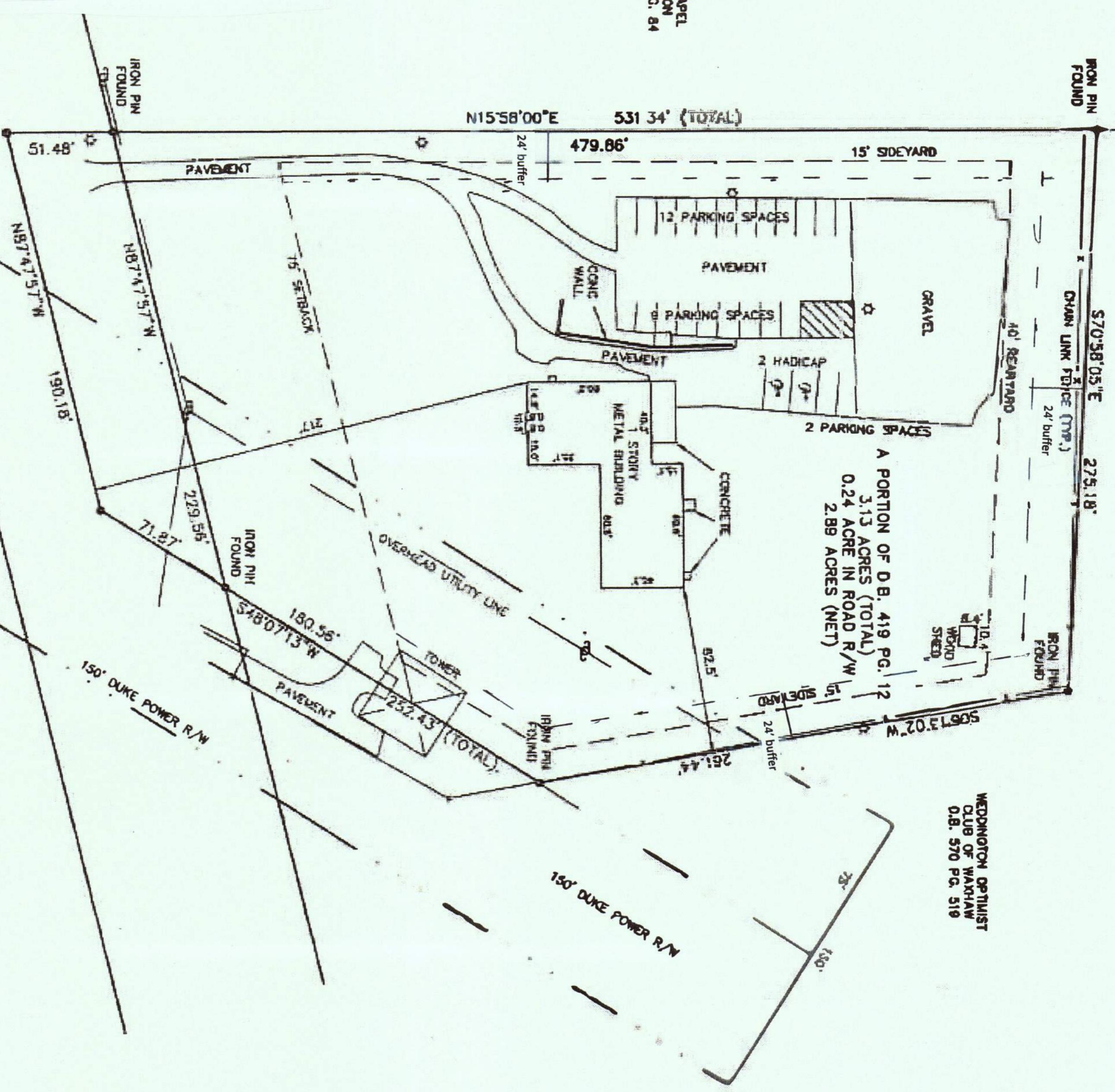
Signage shall comply with Article V of the Zoning Ordinance.

Landscaping, Storage and Elevations are required to be reviewed and approved by Planning Board and Town Council per Section 58-27(f)(1).

Any additional impervious surface that exceeds the maximum threshold shall be required to install storm water management in accordance with Section 58-54.3 of the Zoning Ordinance.

The underlying zoning is R40. This conditional rezoning plan shall allow for a Recreational Building as defined herein per this zoning as a building where there are educational and recreational classes and activities for the people who live in a community. Classes shall be group led versus any open gym type fitness center i.e. Yoga studio, fitness classes, agility training, and martial arts studio, etc.

This zoning shall not allow any public or private fitness center/club use over 5,000 sq. ft. Or any non-traditional recreational elements such as trampolines, rock climbing gym, and fun and gaming centers. It shall not allow for any accessory retail uses within, that are associated with larger fitness centers, such as cafe or juice bars and it shall not have any retail sales associated with the community recreational building.

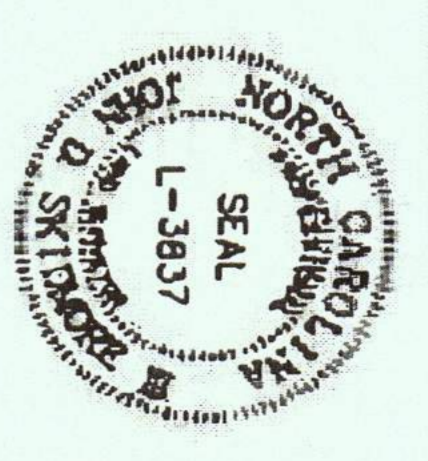


WEDDINGTON OPTIMIST CLUB OF WAKHAW D.B. 570 PG. 519

WEDDINGTON OPTIMIST CLUB OF WAKHAW D.B. 570 PG. 519

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (NEED RECORDED IN BOOK 419, PAGE 12 THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON PLAN); THAT THE PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 58.1600). THIS 10th DAY OF MAY, 2013.

SIGNED
JOHN D. SKIDMORE, L-3837



P.C. G FILE 844 - 9/20/01



FRONT SETBACK 75'
SIDE SETBACKS 15'
REAR YARD 40'
MIN. BUILDING HEIGHT 35'

CONDITIONAL REZONING SITE PLAN	
5207 MONROE WEDDINGTON ROAD	
TAX PARCEL 06089021	
MATTHEWS, UNION COUNTY, NORTH CAROLINA	
SCALE: 1" = 30'	SHEET DATE: 8/21/13
DATE: 8/13/13	DRAWN: L.S. O'NEILL
SKIDMORE SURVEYING, INC.	
5343 HIGHWAY 74 WEST	
MONROE, N.C.	
704-288-4655	

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: September 10, 2018

SUBJECT: Christ Lutheran Church Conditional Zoning Request

Christ Lutheran Church requests a conditional zoning for a church use on 11.697 acres at the northwest corner of Rea and Reid Dairy Road.

Application Information

Date of Application: July 6, 2018
Applicant/Owner Name: Christ Lutheran Church
Parcel ID#: P/o 06177015, 06177014, 06177013
Property Location: 305 Reid Dairy Road
Existing Zoning: R-60
Proposed Zoning: R-60 (CZ)
Existing Use: Two Single Family Homes
Proposed Use(s): church, synagogue, and other places of worship, along with any incidental and accessory uses associated therewith
Parcel Size: 11.697

General Information

The applicant proposes a Church in accordance with *Section 58-53 (2)a* of the *Weddington Zoning Ordinance*.

The required Public Involvement Meetings for this project were held on August 22, 2018 from 2:00-4:00 on site and 5:00-7:00 PM at Town Hall. Mailings were sent out to parcels within 1300' of the site. Two residents attended the meetings. Concerns were raised about noise (specifically if a church bell would be ringing every hour), lighting from any ball fields proposed, and traffic from a day care use that may be associated with the church.

The *Weddington Zoning Ordinance* requires that all CZ Applications go through the Construction Document process per *Section 58-271*. The applicant is aware that the Town has a Stormwater ordinance, and the construction documents will include all necessary engineering plans for

stormwater management. Any significant changes to the site plan due to the design or review of the construction documents may require the applicant to submit a revised CZ application.

Development Standards (for a Church in the R60 zoning district):

- Minimum Lot Area-3 acres
- Front Setback-75 feet
- Rear Setback-60 feet
- Side Setbacks-50 feet
- Maximum Building Height - 35 feet except as permitted in *Section 58-15*

Access and Parking:

- The site plan shows two points of access, one off of Rea Road and the second off of Reid Dairy Road. The Church has yet to obtain driveway permits for the access plan, and will be required to do so as a condition of a conditional rezoning approval.
- The applicant is not required to submit a traffic impact analysis. The AM peak hour equals 48 trips while the Sunday peak hour equals 318 trips. The traffic engineers analysis is attached.

Screening and Landscaping:

- The applicant is required to provide a 50 foot landscaped buffer around the property, as required in Section 58-8. The majority of the rear portion is wooded and shall be left undisturbed.

Planning Board Review

The planning board reviewed the rezoning on August 27, 2018. They questioned a school or day care use as part of this proposal. The applicant responded not at this time. They were concerned about traffic for a day care type use and given the proposed fire station use. The TIA doesn't include that use which doesn't warrant improvements, but if it's added in the future there's no guarantee a new TIA would be given. They asked about water/sewer or septic. They were concerned about incidental accessory uses and how that is defined. They asked about hours of operation and lighting and suggested mimicking what we approved for other church uses. They discussed weddings and outdoor events.

The Planning Board recommended approval with adding three conditions:

1. Get an assessment from the traffic engineer of the potential impact on the proposed fire station,
2. Requirements for lights out and special event hours must be consistent with other churches in town, and
3. Add the fire pit to the site plan.

After the Planning Board staff reviewed other churches hours of operation which ended between 9:30 PM and 10:00 PM, the last church approval required the Applicant to receive Town Council

approval for any or all lights that will remain on for security purposes past 9:30PM with the exception of Easter Sunday, Christmas Eve and Christmas Day. The applicant must receive Town Council approval before extending church uses to any additional activities such as daycare or “mother’s morning out.”

Recommended Conditions of Approval:

1. Any engineering must be approved by Town Engineer.
2. Water plans to be approved by Union County Public Works and Environmental Health.
3. Prior to commencement of construction, Construction Documents shall be approved by the Weddington Town Council in accordance with Section 58-271 of the *Weddington Code of Ordinances*.
4. Driveway permits are required and shall be approved by NCDOT.
5. A lighting plan shall be submitted at the time of construction plan approval.
6. The applicant provided Proof of Septic approval to Town Staff. Water will be provided with final approvals from Union County.
7. Any new use or amendment (ie day care) shall require an updated TIA assessment***
8. Hours of operation shall be between 7AM – 10PM with the exception of Easter Sunday, Christmas Eve and Christmas Day***
***added after Planning Board review.

State Statute requires that all zoning regulations shall be made in accordance with a comprehensive plan. When adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan or any other officially adopted plan that is applicable, and briefly explaining why the board considers the action taken to be reasonable and in the public interest.

Proposed Land Use Consistency Statement

The subject parcel is designated for Traditional Residential on the Weddington Land Use Plan.

The conditional zoning meets the goals of the land use plan in that the use retains a mix of land uses that reinforce a unique small town character; the design is consistent with the unique small-town character of Weddington. The existing trees and undisturbed area create a buffer between the existing residential homes. It is reasonable given the use and character of the area with the school and fire department nearby.

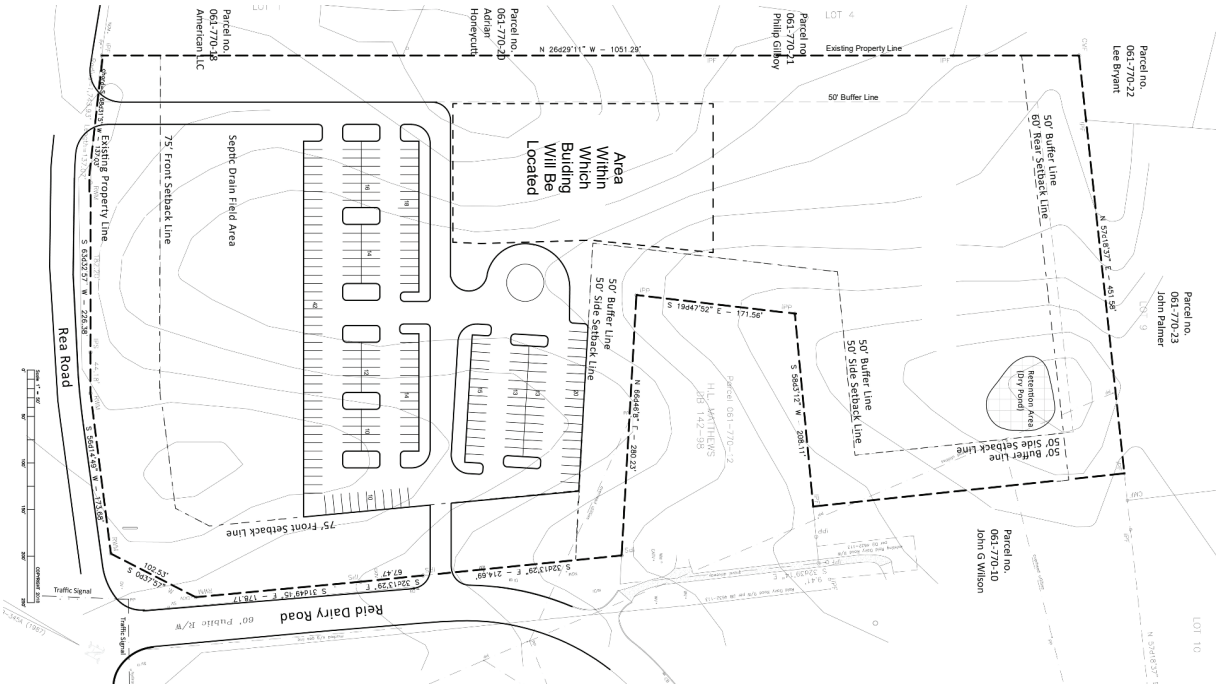
Attachments:

Narrative from Applicant
Site Plan/Architectural Drawings
Summary of PIM Comments
TIA review letter from Justin Carroll

CHRIST SOUTH ZONING SUBMITTAL

Narrative Description

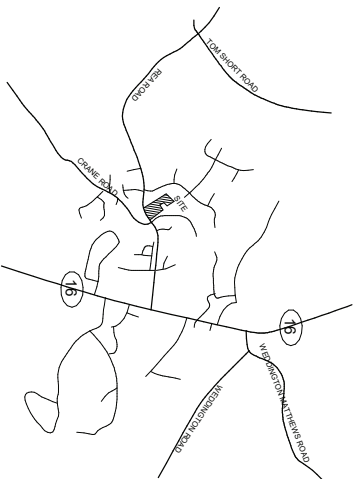
Christ Lutheran Church has submitted a Conditional Rezoning Application seeking approval to develop its Christ South campus on the Reid Dairy Road site more particularly identified in the Application and on the accompanying Site Plan. Christ South is a campus of Christ Lutheran Church, whose main campus is located in Charlotte. The church building proposed for the Rezoning Site will accommodate 600 worshippers. In addition to worship space, the building will include offices, meeting rooms, and fellowship space. At this time, the only development planned for the Christ South campus is a single phase consisting of construction of the church building, associated parking, and access points, all as more particularly depicted on the Rezoning Plan.



PROPOSED SITE PLAN 1" = 50'

Site Development Data:

Acreage: 11.697
 Tax Parcels: # 06177013, #06177014,
 portion of #06177015
 Existing Zoning: R-60 (CZ)
 Proposed Zoning: R-60 (CZ)
 Proposed Uses: Churches, Synagogues and
 other places of worship, along with any incidental
 and accessory uses associated therewith
 Max. Height: Building - Thirty-five (35) feet;
 Section 58-15 Design Features - Sixty (60) feet
 Buffer: Fifty (50) feet
 600 Patrons - 200 Parking Spaces



VICINITY MAP NTS

adwarchitects
 Architecture • Planning • Interiors
 28125 HUNTERSWOOD DRIVE, SUITE 200
 FARMERSVILLE, NORTH CAROLINA 28117
 PHONE: 704.392.1818
 FAX: 704.392.1818
 WWW: ADWARCHITECTS.COM

**CHRIST
 SOUTH**
 323 REID DAIRY RD.
 WEDDINGTON NC
 28104

**CONDITIONAL REZONING
 PLAN**
 DATE: 08-09-2018
 PROJECT NO.: 180339
 REVISIONS
 NO. DATE DESCRIPTION

001

DEVELOPMENT STANDARDS

August 9, 2018

1. GENERAL PROVISIONS

- A. These Development Standards form a part of the Rezoning Plan associated with the Rezoning Application filed by Christ Church, the "Applicant" for approximately 11,967 acre site located on the northwest corner of Reid Dairy Road and Kea Road, which site is more particularly depicted on the Rezoning Plan and is further identified as all of "Tax Parcel No. 06177013, all of Tax Parcel No. 06177014, and a portion of Tax Parcel No. 06177015 (hereinafter referred to as the "Site").
- B. The development and use of the Site will be governed by the Rezoning Plan, these Development Standards and the "Zoning Ordinance". The regulations established under the R-60 zoning district shall govern the use and development of the Site.
- C. The development depicted on the Rezoning Plan is schematic in nature and intended to depict the general arrangement of uses and improvements on the Site. Accordingly, the configurations, placements and sizes of the building footprints as well as the internal circulation and other details are not intended to be construed as a final design. The development shall be subject to the terms of these Development Standards and the Zoning Ordinance, may be altered or modified during design development and construction document phases.
- D. The principal building and any accessory structures developed on the Site shall be located within the building envelope depicted on the Rezoning Plan.
- E. The Site shall be considered to be a planned/defined development. Therefore, side and rear yards, buffers, building height separation requirements and other zoning standards shall not be required internally between improvements and uses on the Site. The Site shall be required to meet side and rear yard requirements and buffer requirements with respect to the exterior boundaries of the Site.
- F. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of Section 58-271(j) of the Zoning Ordinance. Minor alterations or changes to the Rezoning Plan and/or these Development Standards are subject to Section 58-271(i) of the Zoning Ordinance.

2. PERMITTED USES

- A. In addition to all permitted uses within the R-60 zoning district, the Site also may be devoted to the following conditional uses that are allowed within the R-60 zoning district:
 - 1. Churches, synagogues and other places of worship, along with any incidental and accessory uses associated therewith.

3. TRANSPORTATION

- A. Vehicular access to the Site shall be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any minor adjustments to any adjustments required for approval by the Town of Weddington and/or North Carolina Department of Transportation ("NCDOT") in accordance with applicable published standards.
- B. Off-street vehicular parking shall be provided in accordance with the requirements of the Zoning Ordinance.
- C. The alignment of the internal drives and vehicular circulation areas may be modified by the Applicant to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by Town of Weddington and/or NCDOT in accordance with applicable published standards.

4. ARCHITECTURAL STANDARDS

- A. The maximum height of the principal building to be located on the Site shall be 35 feet as measured from the ridge of the roof; provided, however, that in the event the Applicant includes on any building or structure any of the design features listed in Section 58-15 of the Zoning Ordinance, then such building or structure may exceed the maximum allowable height as more particularly provided therein, but in no event exceeding 60 feet.
- B. Attached to the Rezoning Plan are a series of conceptual architectural perspectives of the principal building to be located on the Site, which are intended to depict the general conceptual architectural style and character of the building. Accordingly, such building shall be designed and constructed so that it is substantially similar in appearance to the attached relevant conceptual, architectural perspectives with respect to architectural style, design and character. Notwithstanding the foregoing, changes and alterations to the exterior of the building that do not materially change the overall conceptual architectural style and character shall be permitted.

5. DIMENSIONAL STANDARDS

- A. Development of the Site shall comply with the yard regulations for the R-60 zoning district set out in Section 58-53(6) of the Zoning Ordinance as it exists on the date of the Rezoning Application.

6. SCREENING AND LANDSCAPING

- A. Screening and landscaping shall conform to the requirements of Section 58-8 of the Zoning Ordinance.

7. ENVIRONMENTAL FEATURES

- A. Storm water management on the Site shall comply with the requirements of Section 58-543 of the Zoning Ordinance.

8. SIGNS

- A. The Applicant may install a sign on the Site at the location more particularly identified on the Rezoning Plan, which sign shall comply with the requirements of Article V of the Zoning Ordinance.

9. LIGHTING

- A. All freestanding lighting fixtures installed on the Site shall comply with the requirements of Chapter 14, Article IV of the Town of Weddington Code of Ordinances.

10. BINDING EFFECT OF THE REZONING APPLICATION

- A. If this Rezoning Application is approved, all conditions applicable to the development of the Site shall be binding on the Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns. Throughout these Development Standards, the terms, "Applicant" and "owner" or "owners" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- B. Any reference to the Zoning Ordinance or the Town of Weddington Code of Ordinances herein shall be deemed to refer to the Zoning Ordinance or the Town of Weddington Code of Ordinances in effect as of the date this Rezoning Petition is approved.

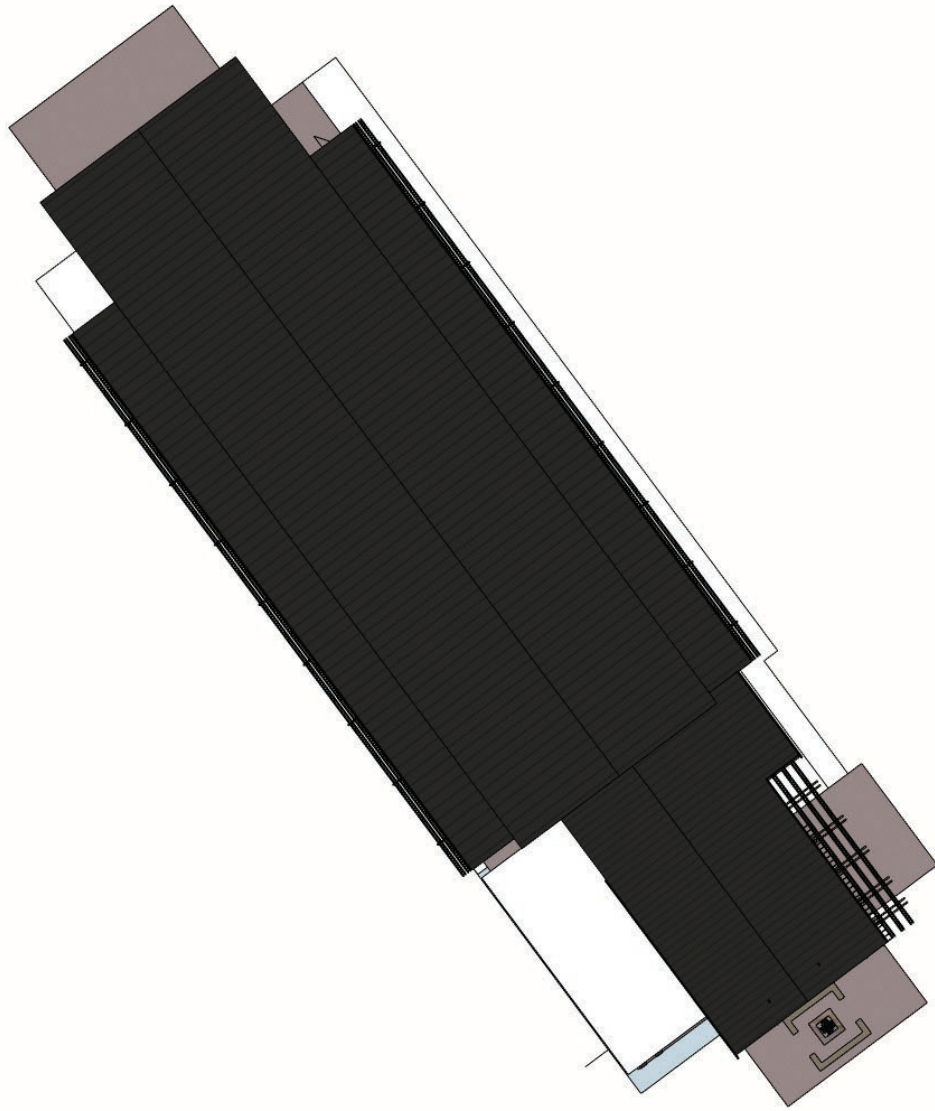
10091855

10091855

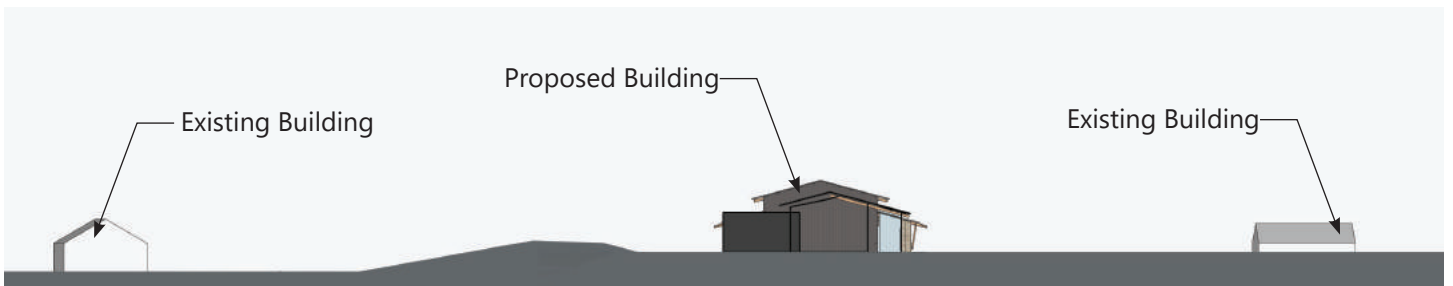
2

10091855

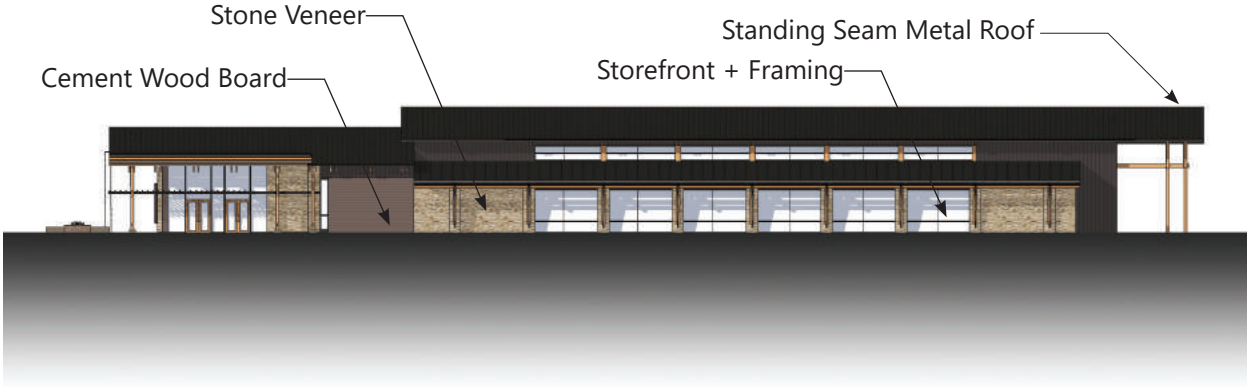
3



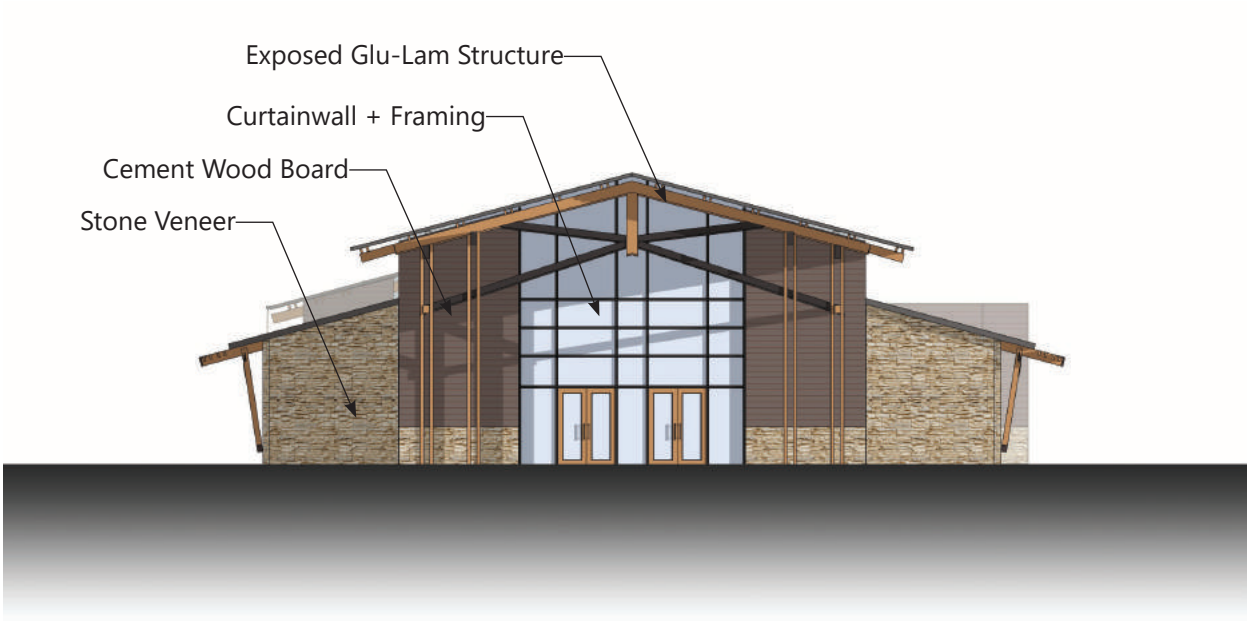
AERIAL VIEW



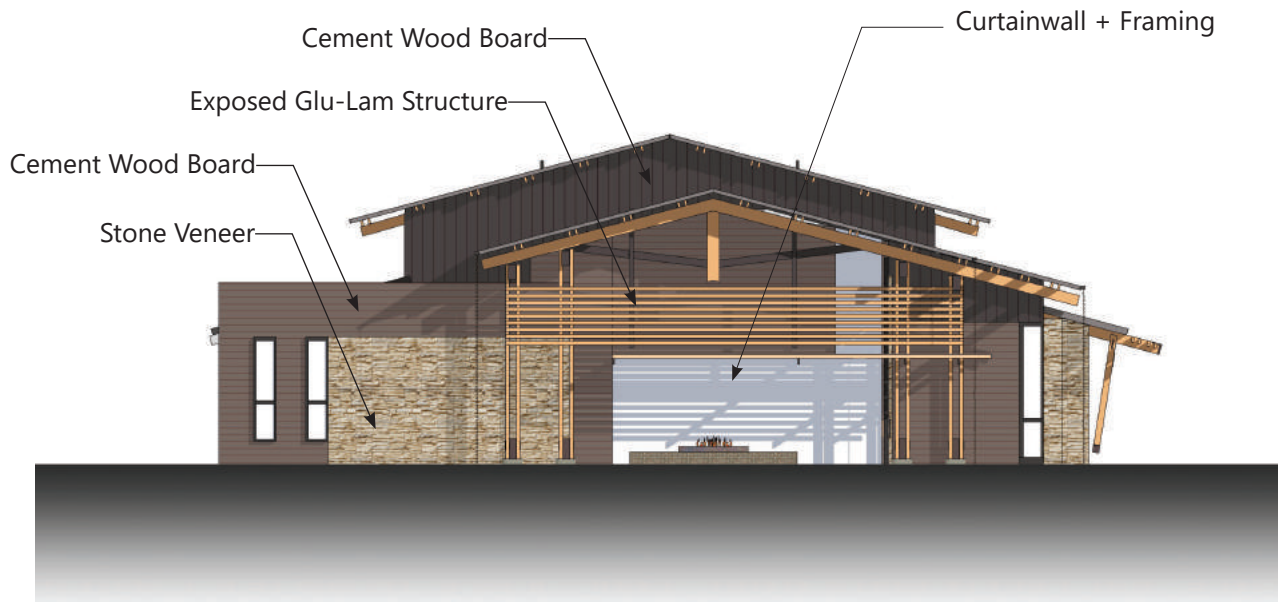
SITE SECTION



Elevation East



Elevation North



Elevation South



Perspective
Vehicular View from Circular Dropoff



Perspective
Pedestrian View from Entry Looking Down Facade



Perspective
Pedestrian View from Wedding Lawn

Site Development Data:

Acreage: 11.697
Tax Parcels: # 06177013, #06177014,
portion of #06177015
Existing Zoning: R-60
Proposed Zoning: R-60 (CZ)
Proposed Uses: Churches, Synagogues and
other places of worship, along with any incidental
and accessory uses associated therewith
Max. Height: Building - Thirty-five (35) feet;
Section 58-15 Design Features - Sixty (60)feet
Buffer: Fifty (50) feet

**CHRIST
SOUTH**

323 REID DAIRY RD.
WEDDINGTON NC
28104

**CONDITIONAL REZONING
PLAN**

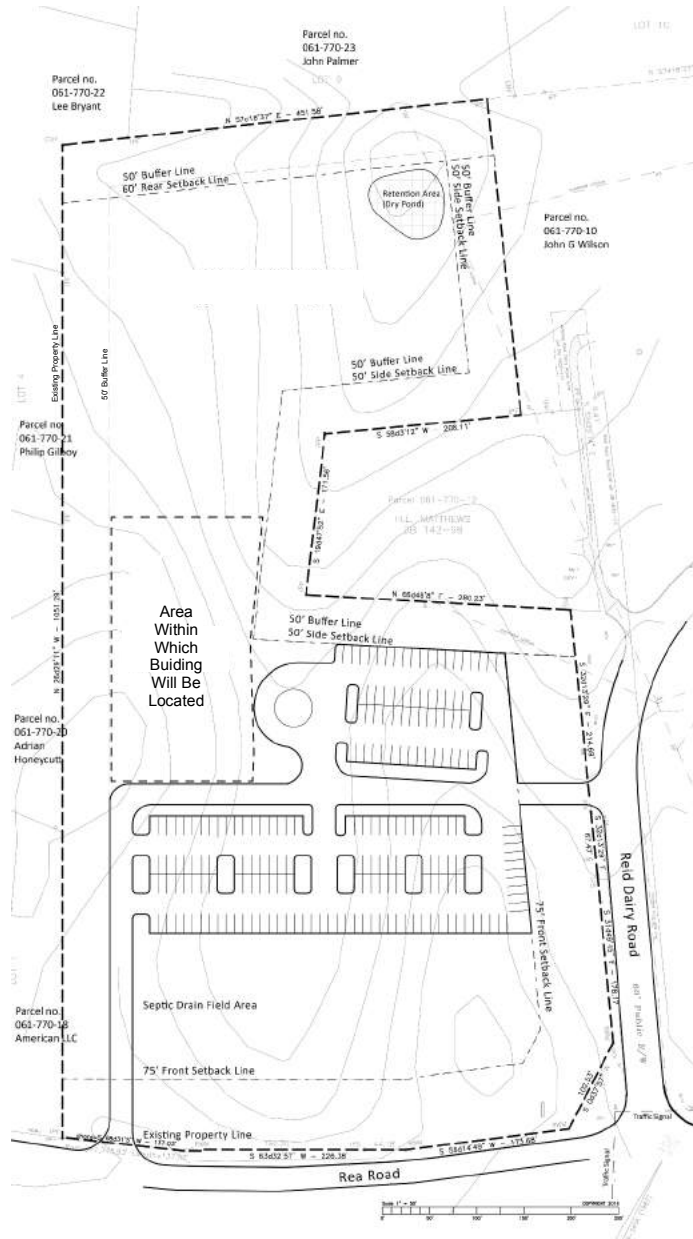
DATE: 06-20-2018
PROJECT NO: 18039

REVISIONS	NO.	DATE	DESCRIPTION

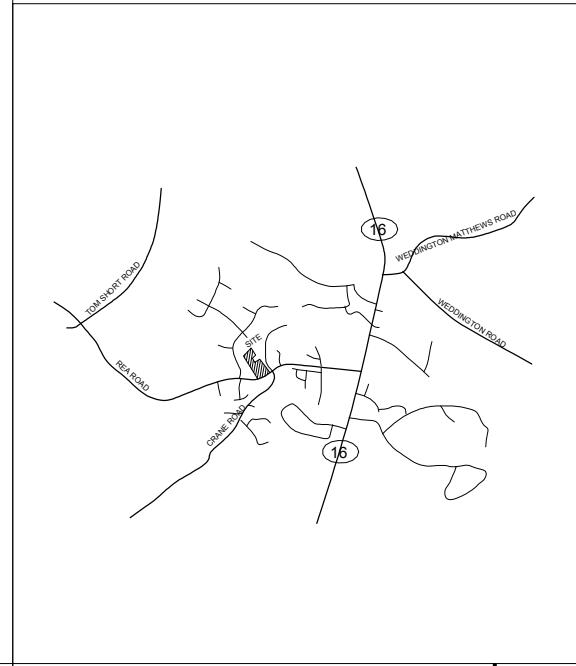
THIS DRAWING IS THE PROPERTY OF ADW ARCHITECTS, P.A. AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR PART IT SHALL NOT BE USED ON ANY OTHER PROJECT OR GIVEN TO ANY OTHER COMPANY OR AGENCY WITHOUT THE CONSENT OF ADW ARCHITECTS, P.A.

SHEET NUMBER

001



PROPOSED SITE PLAN | 1" = 50'



VICINITY MAP | NTS

DEVELOPMENT STANDARDS

June 20, 2018

1. GENERAL PROVISIONS

- A. These Development Standards form a part of the Rezoning Plan associated with the Rezoning Application filed by Christ Lutheran Church (the "Applicant") for an approximately 11.967 acre site located on the northwest corner of Reid Dairy Road and Rea Road, which site is more particularly depicted on the Rezoning Plan and is further identified as all of Tax Parcel No. 06177013, all of Tax Parcel No. 06177014, and a portion of Tax Parcel No. 06177015 (hereinafter referred to as the "Site").
- B. The development and use of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of Chapter 58 of the Town of Weddington Code of Ordinances (the "Zoning Ordinance"). The regulations established under the R-60 zoning district shall govern the use and development of the Site.
- C. The development depicted on the Rezoning Plan is schematic in nature and intended to depict the general arrangement of uses and improvements on the Site. Accordingly, the configurations, placements and sizes of the building footprints as well as the internal drives and parking areas depicted on the Rezoning Plan are schematic in nature and, subject to the terms of these Development Standards and the Zoning Ordinance, may be altered or modified during design development and construction document phases.
- D. All principal buildings and accessory structures developed on the Site shall be located within the building envelope depicted on the Rezoning Plan.
- E. The Site shall be considered to be a planned/unified development. Therefore, side and rear yards, buffers, building height separation requirements and other zoning standards shall not be required internally between improvements and uses on the Site. The Site shall be required to meet side and rear yard requirements and buffer requirements with respect to the exterior boundaries of the Site.
- F. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of Section 58-271(j) of the Zoning Ordinance. Minor alterations or changes to the Rezoning Plan and/or these Development Standards are subject to Section 58-271(j) of the Zoning Ordinance.

2. PERMITTED USES

- A. In addition to all permitted uses within the R-60 zoning district, the Site also may be devoted to the following conditional uses that are allowed within the R-60 zoning district:
 - 1. Churches, synagogues and other places of worship, along with any incidental and accessory uses associated therewith.

3. TRANSPORTATION

- A. Vehicular access to the Site shall be as generally depicted on the Rezoning Plan. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site and construction plans and designs and to any adjustments required for approval by the Town of Weddington and/or North Carolina Department of Transportation ("NCDOT") in accordance with applicable published standards.
- B. Off-street vehicular parking shall be provided in accordance with the requirements of the Zoning Ordinance.
- C. The alignment of the internal drives and vehicular circulation areas may be modified by the Applicant to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by Town of Weddington and/or NCDOT in accordance with applicable published standards.

4. ARCHITECTURAL STANDARDS

- A. The maximum height of any building to be located on the Site shall be 35 feet as measured from the ridge of the roof; provided, however, that in the event the Applicant includes any building or structure of any of the design features listed in Section 58-15 of the Zoning Ordinance, then such building or structure may exceed the maximum allowable height as more particularly provided therein, but in no event exceeding 60 feet.

5. DIMENSIONAL STANDARDS

- A. Development of the Site shall comply with the yard regulations for the R-60 zoning district set out in Section 58-53(3) of the Zoning Ordinance as it exists on the date of the Rezoning Application.

6. SCREENING AND LANDSCAPING

- A. Screening and landscaping shall conform to the requirements of Section 58-8 of the Zoning Ordinance.

7. ENVIRONMENTAL FEATURES

- A. Storm water management on the Site shall comply with the requirements of Section 58-543 of the Zoning Ordinance.

8. SIGNS

- A. The Applicant may install a sign on the Site at the location more particularly identified on the Rezoning Plan, which sign shall comply with the requirements of Article V of the Zoning Ordinance.

9. LIGHTING

- A. All freestanding lighting fixtures installed on the Site shall comply with the requirements of Chapter 14, Article IV of the Town of Weddington Code of Ordinances.

10. BINDING EFFECT OF THE REZONING APPLICATION

- A. If this Rezoning Application is approved, all conditions applicable to the development and/or use of the Site imposed under this Rezoning Plan will, unless amended in the manner provided under the Zoning Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns. Throughout these Development Standards, the terms, "Applicant" and "owner" or "owners" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- B. Any reference to the Zoning Ordinance or the Town of Weddington Code of Ordinances herein shall be deemed to refer to the Zoning Ordinance or the Town of Weddington Code of Ordinances in effect as of the date this Rezoning Petition is approved.

10091855

10091855

2

10091855

3

**CHRIST
SOUTH**

323 REID DAIRY RD.
WEDDINGTON NC
28104

**CONDITIONAL REZONING
PLAN**

DATE: 06-20-2018
PROJECT NO: 18039

REVISIONS
NO. DATE DESCRIPTION

THIS DRAWING IS THE PROPERTY OF ADW ARCHITECTS, P.A. AND
SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR PART. IT
SHALL BE USED ONLY BY THE PROJECT OR CLIENT AND
OTHER COMPANY OR AGENCY WITHOUT THE CONSENT OF ADW
ARCHITECTS, P.A.

SHEET NUMBER

002



TO: Lisa Thompson, Town of Weddington Administrator/Planner

FROM: Justin Carroll, PE, STV Engineers, Inc.

DATE: August 23, 2018

SUBJECT: Determination of Traffic Impact Analysis: Christ South, Town of Weddington, Union County, NC

Introduction

STV Engineers, Inc. has prepared this response to the request of a traffic impact analysis (TIA) for the proposed Christ South campus, located on the western corner of NC 1316 (Rea Road) and NC 1384 (Reid Dairy Road). Christ South is a campus of Christ Lutheran Church, whose main campus is located in Charlotte. The proposed development will include offices, meeting rooms, and fellowship space accommodating 600 worshippers. Currently, Rea Road is a four-lane median-divided roadway and Reid Dairy Road is a two-lane undivided roadway, which terminates approximately a half mile to the north of Rea Road at Rea View Elementary School and continues to the south as SR 1309 (Crane Road). The two roadways intersect at a signalized intersection.

Refer to Figure 1 for a map of the study location.

Figure 1: Study Location





Data

According to the NCDOT Congestion Management’s “Rate vs Equation” spreadsheet (effective July 1, 2018), the suggested method for site trip calculations for land use code (LUC) 560 (Church) per the ITE Trip Generation Manual 10th edition is as follows:

LUC	DESCRIPTION	INDEPENDENT VARIABLE	PEAK HOUR TYPE	SUGGESTED METHOD		
				RATE	EQUATION	LOCAL DATA
560	Church	1,000 GFA	Generator	-	-	X

Source: NCDOT Congestion Management's "Rate vs Equation" spreadsheet

With no local data to consider and no knowledge of the proposed building’s gross floor area (GFA), the average rate calculation method was used with attendees as the independent variable. Due to the limited number of studies, LUC 560 (Church), with attendees as the independent variable, does not possess an equation. The average weekday rate is reported as 0.08 trips per attendee and the average Sunday rate is reported as 0.53 trips per attendee.

Trip Generation Data Statistics

LUC	DESCRIPTION	INDEPENDENT VARIABLE	TIME PERIOD	AVERAGE RATE
560	Church	Attendees	Weekday, AM Peak Hour of Generator	0.08
560	Church	Attendees	Sunday, Peak Hour of Generator	0.53

Source: ITE Trip Generation Manual 10th Edition (<https://itetripgen.org>)

Trip Generation Calculations

LAND USE	INTENSITY		TIME PERIOD	TOTAL	IN	OUT
Church	600	Attendees	Weekday, AM Peak Hour of Generator	48	24	24
TOTAL TRIP GENERATION				48	24	24
Church	600	Attendees	Sunday, Peak Hour of Generator	318	159	159
TOTAL TRIP GENERATION				318	159	159

As shown in the above calculations, the value for the weekday AM peak hour equals to 48 trips for 600 attendees, which is below the required trips to require a traffic impact analysis. Additional analysis shows the Sunday peak hour equals 318 trips for 600 attendees.

Conclusion

As Appendix C of the Traffic Impact Analysis Ordinance from Weddington, NC Code of Ordinances states, a TIA is required for any major subdivision, or conditional rezoning, or portion thereof, which is expected to create fifty (50) or more peak hour vehicle trips or 500 or more daily vehicle trips. Based on the information contained herein, the calculations above, and engineering judgement, the proposed church campus **does not** meet or exceed the threshold to require a traffic impact analysis.

Attachment:

Town of Weddington Code of Ordinances: Appendix C - Traffic Impact Analysis Ordinance

APPENDIX C - TRAFFIC IMPACT ANALYSIS ORDINANCE

Sec. I. - Overview.

The adequacy of service levels for local, private, and state road intersections that serve or are affected by a proposed project shall be determined in accordance with the provisions of this Appendix. A Traffic Impact Analysis (TIA) required by this Appendix will be prepared by a qualified traffic engineering consultant retained by the Applicant and reviewed and approved by the Town of Weddington. All requirements and recommendations resulting from the TIA must be coordinated with and approved by NCDOT.

(Ord. No. O-2015-05, 5-11-2015)

Sec. II. - Applicability.

A. *Generally.*

- 1) Except as provided in subsections 3) through 7) below, a TIA is required for any major subdivision, or conditional rezoning, or portion thereof, which is expected to create fifty (50) or more peak hour vehicle trips or 500 or more daily vehicle trips. Peak hour and daily vehicle trips are those occurring on peak days on the roadway adjacent to the proposed development, based on the current edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, with the exception of public and private schools which will be based on the NCDOT's most current Municipal School Transportation Assistance (MSTA) School Traffic Calculator. For the purposes of determining the requirement to submit a TIA, no adjustments such as modal split, pass-by trips, and/or internal capture rates will be allowed to the site traffic calculation.

NCDOT Congestion Management's "Rate versus Equation" spreadsheet shall be used to guide site trip calculations and determine allowable pass-by percentages. Alternative trip generation rates/equations for non-standard uses may be utilized subject to Town approval. A "Determination of Need" for a TIA shall be made by the Town in accordance with the trip generation standards set forth in subsection II.A.1). (See the Town of Weddington TIA Process and Procedures Manual for additional information.)

- 2) The determination of the number of trips generated also shall take into account pass-by trips, internal trip capture for MX projects (e.g., roadway and/or pedestrian connectivity) and any proposed transportation demand management system where adequate guarantees are provided by the applicant to the Town, which ensure the proposed demand management system will function as proposed for the life of the project.
- 3) For redevelopment projects, including changes of use, trip generation thresholds shall be defined as the number of net new trips anticipated to be generated by the proposed development over and above the number of trips generated by the current use of the site.
- 4) No TIA shall be required for special events, which either are temporary in nature, consistent with the Town Zoning Ordinance, or which generate trips that meet or exceed the thresholds set forth in subsection 1), but which do not occur during the peak hours of the roadways adjacent to the proposed development.
- 5) Nothing herein shall prohibit the Town from requiring on-site or off-site improvements necessary to address traffic safety concerns created by a proposed development, regardless of whether the thresholds set forth above have been met.
- 6) This Appendix shall not apply to any rights that have vested prior to the effective date of this Appendix, nor shall this Appendix be applied in a manner that would result in a taking of property.

- 7) This Appendix shall not apply to any development proposal that is part of a conditional zoning plan or subdivision plan submitted prior to the effective date of this Appendix.

B. *Consecutive or Sequential Applications.*

Proposed developments may not be phased or subdivided in piecemeal fashion to avoid application of this Appendix. Two or more developments represented as separate developments shall be aggregated and treated as a single development where the Administrator determines the developments to be part of a unified plan of development and physically proximate to one another, based on the following factors:

- 1) There is common ownership, indicated by the fact that:
 - a) The same person, company, partnership or legal entity controls the developments;
 - b) The same person, company, partnership or legal entity has ownership or a significant legal or equitable interest in the developments;
 - c) There is common management of the developments which controls the form of physical development or disposition of parcels of the development;
 - d) There is proximity in time between the completion of 80 percent or less of one development and the submission of a development proposal for a subsequent development indicating a common development effort;
 - e) The sharing of infrastructure or improvements between multiple developments;
 - f) There is a common advertising scheme or promotional effort or plan for the developments;
or
 - g) Any other credible information gained by the Town suggesting that the project is being phased or subdivided to avoid the requirements of this Appendix.

C. *TIA Submission and Completion Requirement.*

Once the Town has made a Determination of Need for a TIA, the applicant may proceed with the TIA study, in accordance with the terms of the most recent version of the Town of Weddington TIA Process and Procedures Manual, as approved by Zoning Administrator and all applicable Zoning Ordinance and Subdivision Ordinance requirements.

(Ord. No. O-2015-05, 5-11-2015)

Sec. III. - Level of Service Standards; Compliance; Mitigation; Excess Capacity.

A. *Level of Service Standards and Compliance.*

1. The applicant must determine the existing (base) Level of Service (LOS) for all intersections within the Impact Area, as described in Section IV. The applicant shall be required to identify mitigation improvements to the roadway network if at least one of the following conditions exists when comparing base Level of Services to project conditions: (1) the total average delay at an intersection or individual approach delay increases by 25% or greater, while maintaining the same LOS; (2) the LOS degrades by at least one level; (3) or LOS is an "F". This determination shall be based on the most currently accepted Highway Capacity Manual (HCM) methodology. For turning lanes, mitigation improvements shall be identified when the SimTraffic analysis indicates that the Max Queue exceeds the storage capacity of the existing lane.

The proposed mitigation measures required to meet the LOS standards may be modified, subject to final approval of the Town Council to substantially achieve the standards, purpose and intent of this ordinance. The determination of "substantial achievement" based upon an expert opinion provided by the Town's Designated Transportation Engineer.

2. As an alternative to mitigation, the developer may elect to phase the project, reduce its intensity, or delay the project until the LOS standards have been met as a result of a transportation improvement planned by the Town, the North Carolina Department of Transportation (NCDOT) or another party.

B. *Mitigation.*

Mitigation measures shall be consistent with the Design Standards found within the Town of Weddington Roadway Standards.

Mitigation may include participation by the Town or other governmental agencies or private parties, and also may include the funding of road improvements planned by other governmental agencies. Such improvements can be advanced to mitigate the impacts of the proposed development. The nature and type of mitigation should reflect the timing and the availability of necessary right-of-way or other improvements, the existence and timing of other developments within the area, and the particular characteristics of the particular site and the needed transportation improvements. Monetary mitigation, if proposed by the applicant, may be accepted by the Town Council provided it is shown that such mitigation is a reasonable substitute for actual construction, based on the LOS standards and construction time frames set forth herein.

Proposed mitigation shall be included as a condition of approval or a binding agreement between the applicant and the Town, with the consent, as appropriate, of the NCDOT or other governmental regulatory agencies with jurisdiction.

C. *Transportation improvements.*

Transportation improvements provided through mitigation, pursuant to this Appendix, shall be completed and available within three (3) years of the Town Council's final approval of the development proposal, unless expressly provided otherwise by the Town Council. Any improvements not completed prior to the issuance of a Certificate of Occupancy, shall be bonded at 115% of the cost of the remaining required improvement(s), as reviewed and approved by the Zoning Administrator following review by the Town Designated Transportation Engineer. All necessary right-of-way for identified transportation improvements shall be acquired prior to the issuance of a Certificate of Occupancy.

D. *Excess Capacity.*

If a private party or developer chooses to build a transportation facility that provides capacity in excess of that needed to serve the proposed development, the Town and other responsible parties may enter into an agreement to facilitate the participation of subsequent developers, the Town, NCDOT, or other parties in the provision or funding of the transportation improvement.

(Ord. No. O-2015-05, 5-11-2015)

Sec. IV. - Impact Area.

The impact area designates the distance from a proposed development within which the TIA is conducted to determine compliance with the LOS standards set forth above. The following impact areas apply to any development subject to this Appendix:

- 1) Public street intersections within a half-mile radius from the proposed development property line.
- 2) Intersections where proposed development contributes seven (7) percent or more of the traffic on any intersection approach during any peak hour.

(Ord. No. O-2015-05, 5-11-2015)

Sec. V. - Contents of TIA.

A. *Generally.*

The TIA shall generally follow the guidelines set forth by the ITE Transportation Impact Analysis for Site Development consistent with the Town of Weddington Roadway Standards, or as required by the Zoning Administrator, and may include, but is not limited to, the following:

- 1) Traffic analysis information related to trip generation, peak hour impacts, and other factors evaluated to determine compliance with applicable LOS standards for intersections within the impact area;
- 2) Site location map and site layout;
- 3) Existing and proposed land uses;
- 4) Timing and phasing of the proposed development, by month and year;
- 5) A narrative describing the project, including any special transportation related impacts or considerations; and
- 6) Other information determined by the Town Designated Transportation Engineer to be necessary in order to determine whether the proposed project complies with the requirements of this Appendix and the requirements of the ITE guidelines for the preparation of TIAs for site development.

B. *Demand Measures.*

TIAs shall take into account the following demand factors:

- 1) Existing traffic volumes;
- 2) Background traffic, including historical growth traffic and projected trips associated with approved, but un-built development(s); and
- 3) The trips to be generated by the proposed development.

C. *Capacity Measures.*

TIAs shall take into account the following existing or anticipated capacity measures:

- 1) Existing road segments, intersections, and proposed development access points;
- 2) Roadway and intersection improvements planned by the Town, NCDOT, or other party, scheduled to be completed and available within three (3) years of the approval of the development proposal and which either have or are reasonably certain to have all necessary governmental approvals.

D. *Mitigation Measures Needed.*

The TIA shall describe what, if any, transportation facility improvements within the impact area are needed for the proposed development to comply with the intersection level of service standards set forth in section III of this Appendix.

(Ord. No. O-2015-05, 5-11-2015)

Sec. VI. - Intergovernmental Coordination.

While the Town coordinates with NCDOT and other appropriate governmental agencies on development proposals, it shall remain the responsibility of the Applicant to contact NCDOT to discuss access and traffic impact issues on state roads.

(Ord. No. O-2015-05, 5-11-2015)

Sec. VII. - Appeals and variances.

An applicant may seek a variance from the terms of this Appendix or appeal a determination by the Zoning Administrator made pursuant to the terms of this Appendix to the Zoning Board of Adjustment, as provided in Article VIII of the Zoning Ordinance.

(Ord. No. O-2015-05, 5-11-2015)

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, AUGUST 13, 2018 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
Page 1 of 9**

Prayer – Dr. Jeff Gardner, Threshold Church

1. OPEN THE MEETING

Mayor Callis called the meeting to order at 7:02 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 Scott Buzzard, Mike Smith and Jeff Perryman present.

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

Visitors: Chris Kelly, Walt Hogan, Mimi Cragg, Grayson Lucas, Tim Lucas, Jeff Gross, Barbara Harrison, Pat Harrison, Bob Rapp, Alix Pavlic Phillips, Leander Chance, Darren Chance, Joyce Plyler, Bill Deter, Dave Monfort, Mary Monfort, Anne Marie Smith, Tracy Stone

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

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

Vote: The motion passed with a unanimous vote.

5. PUBLIC COMMENTS

Chris Kelly – 2346 Wedgewood Drive: Mr. Kelly spoke to agenda item 10.F. Discussion of Land Clearing Open Burning Regulation. He expressed his support of the open burning ban. He believes that developers' burning the land debris is a nuisance. He expressed that he would like to see a residential open burning ban as well. When developers burn the land clearing debris, Mr. Kelly and his family cannot go outside.

Bill Deter – 401 Havenchase Drive: Mr. Deter spoke of his concern regarding Council actions taken at the July Regular Town Council Meeting regarding the cul de sac extension modification approval. His comments are attached for the record. Mr. Deter also expressed his appreciation to commend the Council on bringing Randall Arendt for consulting on the subdivision ordinance.

Curt Wilson - 3601 Fox Run: Mr. Wilson stated that he shares concern about open burning. He believes Weddington should follow lead of communities nearby that have burn bans.

6. RECOGNITION OF DEPUTY CHRIS BLACK AND DEPUTY JACKSON HUNT

Mayor Callis recognized the service of Deputy Chris Black and Deputy Jackson Hunt. Deputy Black was unable

to attend this evening. He has been with Weddington since September 2014 and has been promoted to Sergeant and will be working with Davis Squad patrolling the county.

Deputy Hunt has served in Weddington since September 2016 and has been selected for Detective working out of Wesley Chapel. Mayor Callis presented a plaque to Deputy Hunt.

Councilmember Smith spoke to Deputy Hunt's prior service in the Marine Corps (2 tours in Afghanistan), his service in the North Carolina National Guard since 2013. Councilmember Smith stated that he has worked closely with all deputies and he believes they have done an outstanding job. He thanked them for their service to the community and he stated that he appreciates the dangers faced every day. He stated that on behalf of the Council, Staff, and residents, thank you for your service.

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

Motion: Mayor Pro Tem Propst made a motion to approve the Consent Agenda as presented.

Vote: The motion passed with a unanimous vote.

8. APPROVAL TOWN COUNCIL MINUTES

A. July 9, 2018 Town Council Regular Meeting Minutes

Motion: Councilmember Perryman made a motion to approve the July 9, 2018 Town Council Regular Meeting Minutes as presented.

Vote: The motion passed with a unanimous vote

9. OLD BUSINESS

A. Discussion and Consideration of Proposals for Site Work and Design of Matthews Property

Ms. Thompson presented the staff report: Staff sent out an RFP for a master plan for 5.6 acres of land owned by the Town, which includes the town hall site and the Matthews property. It was sent out to be designed as it relates to park, recreation, event areas and open space. In the scope of work, staff is requesting a summary document which will include an evaluation of existing conditions, with opportunities and constraints listed. Staff is also requesting that bidders provide two detailed colored conceptual design plans and plan to meet with elected and appointed officials to review the two plans. One of the plans will include keeping the existing single family home on the site. The RFP was sent to 4 qualified firms. Staff received 3 proposals: from WK Dixson, ESP, and Cardno. Staff recommends entering into contract with the lowest bidder (Cardno).

Councilmember Perryman stated that he was hoping for more definitive ideas. He believes that the first question asked should be if the house can be saved and if that is practical. Secondly, he believes it should be done in phases so there isn't too much done too quickly. He'd like information on basic landscaping and getting basic utilities out there.

Councilmember Smith stated his agreement with Councilmember Perryman. He believes Ms. Thompson did exactly what the Council asked her to do, but there needs to be some structure to the process. He looked

through the proposals and one gave suggestions and site plans. Councilmember Smith stated that the problem is that the Council has not held a meaningful discussion on what can or cannot be done.

Mayor Pro Tem Propst agreed and stated that the Town should go with Cardno to get ideas.

Councilmember Buzzard stated that he is leaning with Councilmember Perryman. He understands that the Council has been spinning their wheels and he would like more time to look over the proposals and make a determination if there needs to be more internal discussion before entering into a contract.

Councilmember Smith agreed. He stated that he is supportive of giving more time for discussion to help the Council feel comfortable with their decision.

Councilmember Perryman stated that before the Town spends money, the Council should do homework on exactly what they are looking for on what needs to be done.

Councilmember Buzzard stated that there are some old concept plans that haven't been taken into account and he believes that the Council should look over those and discuss them together.

Mayor Callis stated that it sounds like the Council would like to have a work session before the next regular Town Council meeting to focus on the site plan for the property.

The Council directed Ms. Thompson to set up a work session meeting.

The Council directed Ms. Thompson to get quotes for the house: 1) to demolish the existing house 2) restore the existing house as it is allowing for Business Occupancy Code 50 people or less or 3) remodel the existing house to change the interior condition to allow for occupancy over 50. This will give clear direction without any cost to the town.

B. Discussion and Consideration of Junk/Nuisance Ordinance

Ms. Thompson presented the staff report. The Town will only regulate this ordinance when someone reports a nuisance and this ordinance will declare any accumulation of litter, debris, garbage, junk, etc from any front or side yard, or underneath any building, as a public nuisance. It will also regulate construction debris on property visible from the street or an adjoining lot.

Councilmember Smith asked about how many complaints the Town receives. Ms. Thompson responded that it is generally seasonally driven, currently about 2 to 3 complaints per week. In the winter, there aren't as many complaints.

Ms. Thompson stated that code enforcement is going to these sites, noting the complaints and a courtesy letter is sent, but there is not an ordinance to regulate the nuisance. So the work is being done anyway, staff doesn't see additional services needed with code enforcement in order to enforce this text amendment.

Mayor Pro Tem Propst stated her appreciation for the work Councilmember Smith has done on this issue. She stated that she isn't a fan of over regulation, but this has been mentioned at many meetings. She acknowledged that Weddington is growing fast and things are changing; there needs to be more consideration of complaints and public safety issues. Mayor Pro Tem Propst believes this is necessary for public safety and property value.

Councilmember Buzzard stated his agreement with the Mayor Pro Tem. He believes that there may be push back, but this is an opportunity for the Town to consider safety.

- Motion:** Councilmember Smith made a motion to adopt text amendment Chapter 92 – Property Maintenance and Nuisance Abatement
- Vote:** The motion passed with a unanimous vote.

10. NEW BUSINESS

A. Discussion of Land Use Plan Annual Review

Ms. Thompson stated: the Town conducts a review of the Land Use Plan every July to determine the progress in achieving the Land Use Plan goals, objectives, and strategies. Staff compiled the actions reviewed over the last fiscal year and Planning Board assessed the projects and how they continue to comply with the Land Use Plan and made recommendations on how to continue. (*Land Use Plan Annual Review is hereby submitted for the record*).

The Council thanked Ms. Thompson. There was no additional discussion.

B. Discussion of Erosion Control Ordinance and Interlocal Agreement with Waxhaw

Ms. Thompson presented the staff report: The Planning Board discussed having a Town erosion control program in November 2017. At that time, the construction inspector was just starting and the Board wanted to see if the site inspections would help speed up enforcement by NCDENR. The Planning Board reviewed the issue last month and recommended that the Town consider adopting their own ordinance. The Town of Waxhaw adopted its own ordinance in December 2016 and completely turned the erosion issues around.

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

1. Understanding the State Act and Model Ordinance.
2. Document the need in the community.
3. Obtain local support.
4. Develop a local ordinance – with technical assistance by land quality and legal review by the 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.

Councilmember Perryman stated his belief that the most important thing is that Waxhaw practically solved their problem. He is in support.

Councilmember Smith stated that he brought this to the Council a couple of years ago. He believes there needs to be some relief to protect property. Exploring some cost sharing with Waxhaw is an excellent idea. As more houses are being built in Weddington, this is going to get worse.

Mayor Pro Tem Propst stated her agreement.

Councilmember Buzzard asked if the interlocal agreement with Waxhaw would be to explore cost sharing

measures. Ms. Thompson responded that she is working out the logistics of it.

Council directed Staff to proceed to complete the necessary tasks to adopt its own erosion control program.

C. Discussion and Consideration of a Contract for the Wesley Chapel Volunteer Fire Department Roof Repairs

Councilmember Smith presented quotes and recommendations. He stated that he spoke with Ms. Wolter about contractual issues. Ms. Wolter explained: one of the things she has been working on is getting process in place for when the Town is going under contract to make sure we are following all procurement processes given to us by the State. The fire station roof work does meet the requirement for the informal bidding process. Councilmember Smith has received some informal bids that he will recommend. Council will be asked to vote on authorizing Ms. Thompson to enter into contract and to authorize staff and attorney to finalize the contract. Ms. Wolter did review the lease and confirmed it is the responsibility of the Town for non scheduled repairs greater that \$5000 with no contribution requirement of the fire station.

Councilmember Smith stated that he received quotes from two highly qualified contractors. There are 2 options: rip up the old membrane on the roof and put down a new one for \$ 20,179. The second option is a sealant. Councilmember Smith will be recommending that. There is a 10 year warranty. After 10 years, the sealant can be reapplied. Councilmember Smith recommends entering into contract for \$15,481 with WaynCo Roofing LLC to do the sealant on the roof of the fire station. He believes this is the most cost effective option. WaynCo has a history of working with the fire department: they installed the roof on the new Wesley Chapel fire station.

Councilmember Perryman stated that it sounds like a good recommendation.

Mayor Pro Tem Propst asked if the sealant will last longer than the 10 year warranty. Councilmember Smith responded that when he asked what the life expectancy of the sealant was, the answer was 10 years and then just reapply the sealant. The other option of replacing the membrane was a 20 year guarantee with contingencies.

Ms. Gaylord stated that this repair cost is included in the 2019 budget.

Motion: Councilmember Smith made a motion to authorize Staff to enter into a contract with WaynCo Roofing LLC in the amount not to exceed \$15,481.00 and to authorize Staff and the Town Attorney to finalize the contract.

Vote: The motion passed with a unanimous vote.

D. Discussion and Consideration of Entering into Contract for Repaving of Ambassador Court

Ms. Thompson stated: Staff was asked to get bids for repaving of Ambassador Court to bring it to NCDOT standards to be accepted into the state maintenance system. Staff received bids from Tarpon Constructions and H&S Paving. H&S Paving was the lowest qualified bidder at \$19,150.

Councilmember Buzzard stated he would like to table this consideration until the next meeting. He believes that the contract and scope of work should be reviewed by NCDOT. There have also been discussions about contributions from residents, and that needs to be discussed with them.

Ms. Thompson asked for if direction would be to draft a contract, have NCDOT review it and bring to next meeting.

Mayor Pro Tem Propst asked about the contributions from residents and how the town can collect.

Ms. Wolter stated that it would require an assessment and is a lengthy process to go through. The Town can ask for voluntary contributions.

Mayor Pro Tem Propst stated that there was some discussion of the residents' willingness to contribute as the Town was helping to get it done.

Ms. Wolter suggested having an informal conversation between Staff and residents, so Town is not compelling residents to contribute.

Councilmember Perryman stated that he will be ready to consider this after NCDOT reviews the contract to be sure standards are met and there is an informal meeting with the residents to discuss their possible contributions to the cost of the repaving.

Council agreed to table discussion and consideration of entering into a contract for repaving of Ambassador Court and directed Staff to draft a contract for NCDOT to review.

Councilmember Buzzard agreed to set up meeting with residents.

E. Discussion and Consideration of Entering into an Agreement with Randall Arendt for an Hourly Fee

Ms. Thompson stated that the Town had meetings and site visits with Mr. Arendt in July to review conservation subdivisions and the ordinances. Staff would like to incorporate Mr. Arendt's suggested ideas into town ordinances and would like to enter into an agreement with Mr. Arendt for planning services. His fee is \$200 per hour. Ms. Thompson believes this will be quick work, using no more than 10-20 hours. There is \$9000 left in the planning budget.

Councilmember Perryman asked if the agreement can be limited to not exceed 20 hours. The Council agreed.

Councilmember Smith stated that the limit is a good idea, but if the Town needs more, the agreement can be revisited to determine how much more is needed. The Planning Board does a phenomenal job; this will just augment and assist them.

Mayor Pro Tem Propst stated that she found Mr. Arendt's visit very informative. A lot of people want this community to be a rural community, and the Town isn't really there anymore, it is becoming more urban, but if we can make it feel more rural, that would be great. She is all for helping the Town preserve open space.

Councilmember Buzzard stated let's say we've done things differently, not wrong. He believes there are very good ideas, however the reason why the Town didn't have Mr. Arendt write the ordinances is probably because what he likes doesn't necessarily fit in Weddington, but having him in right now is an asset.

Councilmember Smith agrees. Mr. Arendt's vision isn't necessarily Weddington, but having his help will be good.

- Motion:** Councilmember Smith made a motion to direct Staff to enter into an agreement with Randall Arendt for planning services not to exceed \$4,000.00
- Vote:** The motion passed with a unanimous vote

F. Discussion of Land Clearing Open Burning Regulation

Ms. Thompson presented the staff report: As heard in tonight's public comment, The Town has received several complaints about developers clearing and burning land-clearing debris. Some piles and flames reach over 40 feet tall and smolder for weeks. The smoke and ash force some adjacent residents to stay inside. Ms. Thompson contacted state and local fire marshal. There is no permit required as long as they are 500 feet from a dwelling and it can't be fueled before 8 a.m. or after 6 p.m. There is a fugitive dust rule for the ash, but land disturbing activities are exempt.

Ms. Thompson wrote chapter 34 – Article IV Burning of Land Clearing Vegetation which defines land clearing and Section 34.93 prohibits burning of it. The penalty section puts 1st citation at \$50, the 2nd at \$100 and the 3rd and subsequent violations are \$500. The Town also has the ability to extinguish the fire and if a fee is associated with that, it can be billed back to developer.

Councilmember Buzzard asked if the fees are capped by the state. What is the Town allowed to assess outside of putting out the fire. It seems that a developer wouldn't mind paying the penalty fee. He asked if there are ways to ensure that they would actually comply with ordinance rather than just paying the penalty. Ms. Thompson stated that she would check.

Mayor Pro Tem Propst stated that she supports this ordinance and she stands with the people who spoke tonight. Smelling this smoke can be stagnating. She believes these developers should find other alternatives to clearing vegetation.

Councilmember Smith mentioned the 50 ft high burn piles at the Falls of Weddington that burned for days on end. He stated his support for the burn regulations.

Councilmember Perryman stated that he is in favor of this for all the reasons previously mentioned. He agrees with Councilmember Buzzard, the Town needs to put some teeth in the penalties. He asked Ms. Wolter if we can be more restrictive than the state. Ms. Wolter responded that we can.

Council directed Staff to look in to penalty section for consideration next month.

11. UPDATE FROM TOWN PLANNER

Ms. Thompson presented the update: There are Public Involvement Meetings being held Wednesday for the Weddington Athletic Center on site from 2-4 and at Town Hall from 5-7. This is for a change of use at the Crossroads Church building. No changes are planned for building or parking lot. Another PIM for Christ Lutheran Church will be held on the 22nd from 2-4 on site at 315 Reid Dairy Road and from 5-7 at Town Hall. Site plans and elevations are on the Town website. Ms. Thompson has drafted an RFP for IT services. The attorney has reviewed it and it should be sent out tomorrow.

12. CODE ENFORCEMENT REPORT *(attached for the record)*

Ms. Thompson presented the Code Enforcement Report: Number 8 notice of violation sent. First citation sent today. Number 9: 150 Amanda drive is a new item. They were sent a notice of violation for a grading and landscape business.

13. UPDATE FROM FINANCE OFFICER AND TAX COLLECTOR *(attached for the record)*

Ms. Gaylord stated that the first month of the fiscal year is finished and in the packets. Rowell, Craven, and Short will be starting the Town audit around September 17th.

14. TRANSPORTATION REPORT

Councilmember Buzzard stated that there is nothing significant to report.

15. COUNCIL COMMENTS

Councilmember Buzzard: I would like to thank Staff. We had a lot on the agenda this evening and I believe that is a sign of how hard they have been working. I want to thank all of the public that comes out and has an interest in the town and what we do and how we can do it better.

Mayor Pro Tem Propst: Ditto. Thanks Lisa, Karen, Leslie, and everybody for all the work you do. It was a full agenda tonight. I think the meeting went real well. I appreciate all the people here that came out and spoke regarding the fire/burning ordinances. Please stay involved and I know we can't stop all burning in town, but stay involved with the community and thank you all for coming out tonight

Councilmember Smith: Same thing. Thank you everybody and Staff.

Councilmember Perryman: I do appreciate everybody coming out. It's nice to hear from folks, especially when we hear the concerns and issues. And thanks to town staff, they do a great job and I know I appreciate it.

Mayor Callis: I would like to thank Staff and I would also like to thank Councilmember Smith for his hard work on the nuisance ordinance –I know he spent many afternoons with the attorney, so thank you for your efforts on that. Hopefully we can get rid of some of our junk. Thank you all very much.

16. ADJOURNMENT

Motion: Councilmember Smith made a motion to adjourn the August 13, 2018 Regular Town Council Meeting at 8:08 p.m.

Vote: The motion passed with a unanimous vote.

Elizabeth Callis, Mayor

Adopted: _____

Karen Dewey, Clerk

DRAFT

**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
WEDDINGTON TOWN HALL
AUGUST 22, 2018 – 6:30 P.M.
Minutes
Page 1 of 2**

Mayor Callis opened the Special Meeting at 6:30 p.m.

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

Staff present: Town Administrator/Planner Lisa Thompson

1. ADOPTION OF THE AGENDA

Motion: Councilmember Smith made a motion to adopt the agenda.
Vote: The motion passed with a unanimous vote.

2. DISCUSSION AND CONSIDERATION OF MATTHEWS PROPERTY SITE PLAN CONTRACT

The Council expressed interest in getting bids for the house before moving forward with any site planning contracts for the property. The house bids should be to restore the home without changing the internal layout. The quote shall include gutting the entire home, new plumbing, and electrical services. It should also include a new bathroom to meet a business occupancy code with one female and one male restroom.

The Council discussed their vision for the remaining property. Both Matthews Stump Town Park and the Stallings Municipal Park were mentioned as having amenities the Council would like to mimic.

The Council liked the idea of an event space and area to gather for charity events, fundraisers, summer farmers' markets, and other similar uses. Ideas discussed included a covered stage, a fenced area for children, basic water fountain features, electrical hook-ups for future food truck events; picnic tables/sitting areas bathroom areas, walking paths, terrace landscaping and gazebos. Any structures built should match the character of the house and the area. The idea of a barn was discussed and was agreed to that as long as it matched the character, it would be welcome. The Council agreed to approach the land as a whole and include any use next door (i.e. stormwater, road improvements, parking and access to the property).

The Council was in favor of keeping the space uncomplicated and possibly begin with a temporary platform as a stage. If the number and size of events grow, the Town can plan to build something permanent. The Council agreed that the site layout and planning phases will give flexibility and options for the future.

The Council requested Staff to get information from Stallings on the cost of their Municipal Park and include the annual maintenance for the park.

3. ADJOURNMENT

Motion: Councilmember Perryman made a motion to adjourn the August 22, 2018 Town Council Special Meeting at 7:13 p.m.

Vote: The motion passed with a unanimous vote.

Adopted: _____

Elizabeth Callis, Mayor

Karen Dewey, Clerk

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: September 10, 2018

SUBJECT: Text amendment to prohibit burning of land clearing vegetation

Staff is receiving complaints about developments clearing and burning 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 the fire 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 regulation 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.

**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: September 10, 2018

SUBJECT: Consideration of a Paving Contract

Staff requested a quote for paving Ambassador Court for the road 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).

At the last meeting Council tabled the consideration of entering into a contract until NCDOT reviewed it and requested a meeting to be set up with the residents.

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 W E D D I N G T O N

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: September 10, 2018

SUBJECT: Discussion of Matthews House quotes and contract for site design services

The Town Council directed staff to get bids for the house prior to moving forward with any site planning contracts for the property. The bids are to restore the home without changing the internal layout.

The following scope was sent to the contractors

Demo - Remove back porch roof, remove plaster, remove handrails and porch flooring as needed.

Roof - **quote provided**; option to use sub

Front Porch – Decking as needed, handrails and ADA access.

Windows – Keep wood windows where possible. Seal/insulate for energy efficiency

Paint Exterior -Prep and paint exterior for paint.

Floors - Sand and finish existing hardwood floors. Install new hardwoods to match through the remaining first floor.

Kitchen - Renovate kitchen to replace cabinets, countertops, flooring, backsplash, sink

Bathroom Renovation and addition –Code requires a male and female restroom, ADA compatible.

Interior Trim -Carpentry and trim moldings – intent to keep interior doors where possible

Electrical and Lighting -Wiring to code and install new lighting

Plumbing kitchen and bath per code

HVAC -Assumed to be in working order. Only service call for maintenance and start op.

Structural Repairs – quote included; option to use sub

Quotes are due Monday by noon. They will be sent and posted separately.

Staff also 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 exempts itself 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.

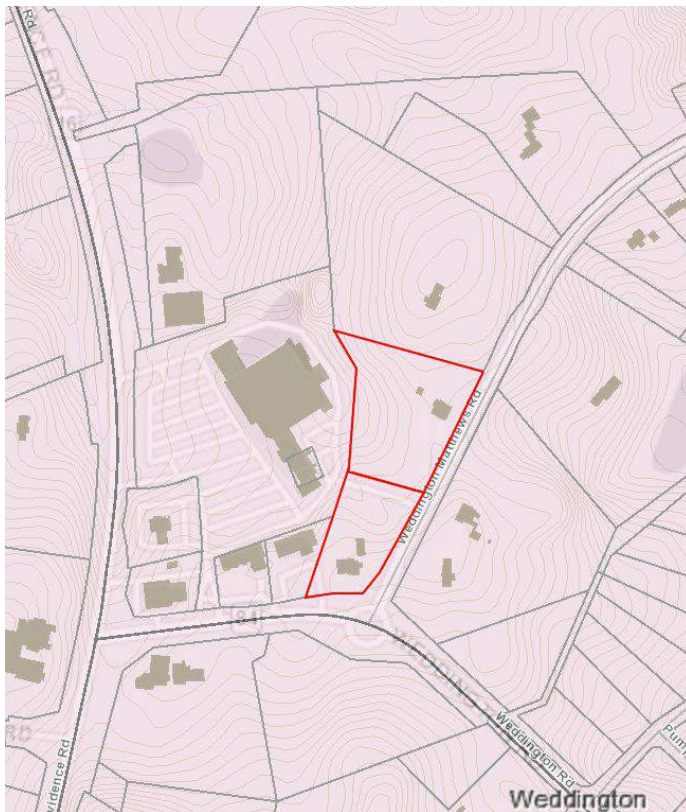


Figure 1 – Subject sites outlined in red at the corner of Weddington Road and Weddington Matthews Road

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

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:

Name of Company Cardno, Inc.

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

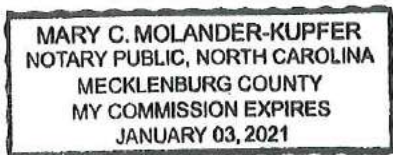
This the 9th day of August, 2018.



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 <i>“of the Contract”</i> insert <i>“to the extent caused by negligence”</i>	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>
--	--	---	--	--



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.

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@essassociates.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):

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. Plattner 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.

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

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

ESP CORE SERVICE DISCIPLINES



CIVIL ENGINEERING



LAND SURVEYING



GEOENVIRONMENTAL



PLANNING

- **Site Civil Engineering**
- Water Resources Engineering
- Applications Development
- GIS Services
- Construction Engineering Inspection (CEI)
- Materials Testing
- Special Inspections
- Conventional and GPS
- Mobile LiDAR
- 3D Laser Scanning
- Subsurface Utility Engineering (SUE)
- Hydrographic Surveys
- Aerial Mapping
- UAS Services
- Geotechnical Engineering
- Transportation Geotechnical Engineering
- Environmental Consulting
- Geophysics
- Dam Consulting
- **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.

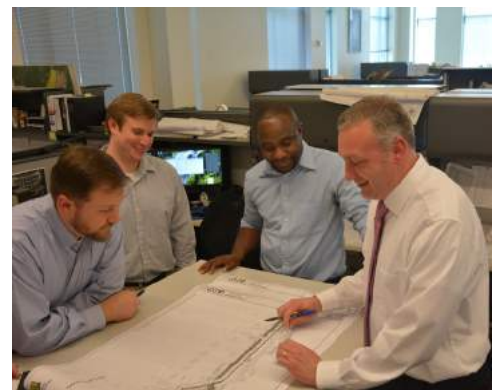
Municipal Experience

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

LICENSURE/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

**TOWN OF
WEDDINGTON**

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson Town Administrator/Planner

DATE: September 10, 2018

SUBJECT: Weddington Acres (formerly Graham Allen) - Final Plat

Sunbelt Holdings SE, LLC is seeking re-approval of their final plat application for 25 lots on 41.527 acres located at the southern corner of Weddington Matthews Road and Antioch Church Road

Application Information:

Subdivision Name: Weddington Acres
Applicant/Developer Name: Sunbelt Holdings SE, LLC
Parcel: 07150009F
Zoning: PRD - conventional
Density: .60 units per acre

Background Information:

The sketch plan was approved on October 28, 2015. The Planning Board reviewed the Preliminary Plat/Construction Plans on June 26, 2017 and Town Council approved the plans on July 10, 2017. A PRD rezoning was approved for private roads and gates on January 8, 2018 and a modification to the cul-de-sac length of 1,060 linear feet was approved July 9, 2018 with the condition that the final plat be amended through the process.

Development standards are as follows:

Minimum lot size- 40,000 sq. feet
Minimum lot width- 120 feet
Minimum front yard setback- 50 feet
Minimum rear yard setback – 40 feet
Minimum side yard setback – 15 feet
Minimum corner side yard setback – 25 feet
Minimum open space – 10%

Planning Board Recommendation

The Planning Board reviewed the plat on August 27, 2018. They asked that a note of DOT approval for the taper lane be added to the final plat. The Planning Board unanimously recommended approval.

Staff Recommendation:

Staff recommends approval of the final plat for Weddington Acres Subdivision with the following conditions:

1. Bond estimates are reviewed and bonds are obtained prior to recording the plat. A bond for the PRD shall also be obtained per section 58-23.
2. Maintenance Agreement and CCR's to be approved by the Town Attorney. CCR's are required to be updated to include the private roads and access requirements, upkeep and maintenance inspections of the gate per Section 58-23.
3. CBU locations shall be approved by the USPS.
4. Any amendments to the construction plans shall be reviewed and approved by staff.
5. The final plat (once approved) shall be updated to reflect the private roads/entry.
6. A note shall be added about the taper as agreed upon by Town Council.

PID: 06090092
 VINTAGE CREEK OWNERS ASSOCIATION, INC.
 D.B. 6459, PG. 414



CERTIFICATE OF SURVEY AND ACCURACY

I, TRACY THANE BISHOP, CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED BOOK 3781, PAGE 856); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:60,187; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOK AND PAGES AS NOTED;
 THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 19TH DAY OF SEPTEMBER, 2017 A.D.

TRACY THANE BISHOP, L-4765 _____ DATE _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF UNION COUNTY; THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR A PUBLIC USE SHALL USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE BOARD OF COMMISSIONERS IN THE PUBLIC INTEREST.

DATE _____ WEDDINGTON INVESTORS II, LLC

PID: 071500096
 STALLINGS INVESTORS
 D.B. 5762, PG. 388



VICINITY MAP
 NOT TO SCALE

1" IRON PIPE FOUND
 S83°50'17"E 239.28'

N11°58'51"E 170.84'

S36°16'34"E 153.65'

N83°50'17"W 495.07'

LOT 24
 MATCHLINE SEE SHEET 2 OF 4
 40' RY
 15' SY
 57°53'35"E 224.55'

LOT 25
 40,348 SQ. FT.
 0.93 ACRES

BRAYLAND AVENUE
 (50' PUBLIC RIGHT OF WAY)

LOT 1
 40,468 SQ. FT.
 0.93 ACRES

LOT 2
 40,952 SQ. FT.
 0.94 ACRES

LOT 3
 40,081 SQ. FT.
 0.92 ACRES

LOT 5
 41,424 SQ. FT.
 0.95 ACRES

LOT 4
 42,740 SQ. FT.
 0.98 ACRES

COS-1
 24,789 SQ. FT.
 0.57 ACRES

PRELIMINARY PLAT
 NOT FOR RECORDATION,
 CONVEYANCES, OR SALES

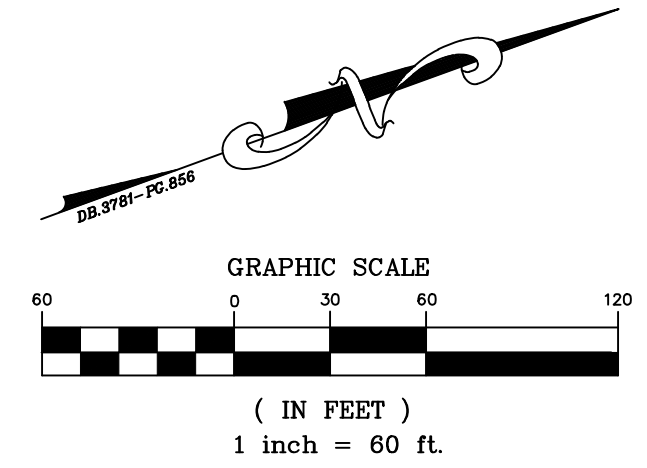
LEGEND

- CONCRETE MONUMENT FOUND
- NO. 5 IRON ROD SET
- IRON PIN FOUND (AS DESCRIBED)
- ⊗ CALCULATED POINT
- ST SIGHT TRIANGLE
- R/W RIGHT OF WAY
- LF LINEAR FEET
- MBS MINIMUM BUILDING SETBACK
- SY SIDE YARD
- RY REAR YARD
- CAB. PLAT CABINET
- D.B. DEED BOOK
- PG. PAGE
- UE UTILITY EASEMENT
- SQ. FT. SQUARE FEET
- SDE STORM DRAINAGE EASEMENT
- COS COMMON OPEN SPACE
- BOUNDARY - LOT LINE
- ADJOINER - LOT LINE
- DUKE RIGHT OF WAY
- STORM SEWER EASEMENT
- SETBACK LINE
- UTILITY EASEMENT
- WET WET WET WETLANDS



7714 MATTHEWS-MINT HILL ROAD-SUITE J
 MINT HILL, NORTH CAROLINA 28227
 PHONE: 980-859-3245
 C-4289

PID: 07150660
 BROOKHAVEN CITIZENS ASSEMBLY INC.
 D.B. 6431, PG. 287



**FINAL PLAT OF
 WEDDINGTON ACRES SUBDIVISION**

SITUATED IN THE TOWN OF WEDDINGTON
 UNION COUNTY, NORTH CAROLINA

DRAWN BY: THANE DATE: 09-19-2017 JOB NO: 20170465 REVIEWED BY: THANE SCALE: 1" = 60' SHEET 1 OF 4 REVISIONS:	OWNER: WEDDINGTON INVESTORS II, LLC 3129 SPRINGBANK LANE CHARLOTTE, NC 28226 PH. 704.574.0316	CLIENT: SUNBELT HOLDINGS SE I, LLC (GRAHAM ALLEN) 3129 SPRINGBANK LANE CHARLOTTE, NC 28226 PH. 704.574.0316
--	--	--

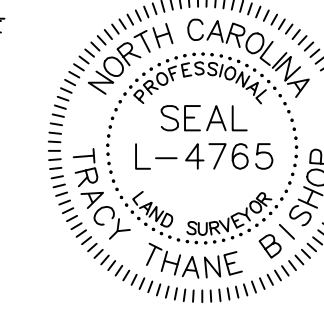
CERTIFICATE OF SURVEY AND ACCURACY

I, TRACY THANE BISHOP, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED BOOK 3781, PAGE 856); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:60,187; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOK AND PAGES AS NOTED;

THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 19TH DAY OF SEPTEMBER, 2017 A.D.

TRACY THANE BISHOP, L-4765 DATE _____

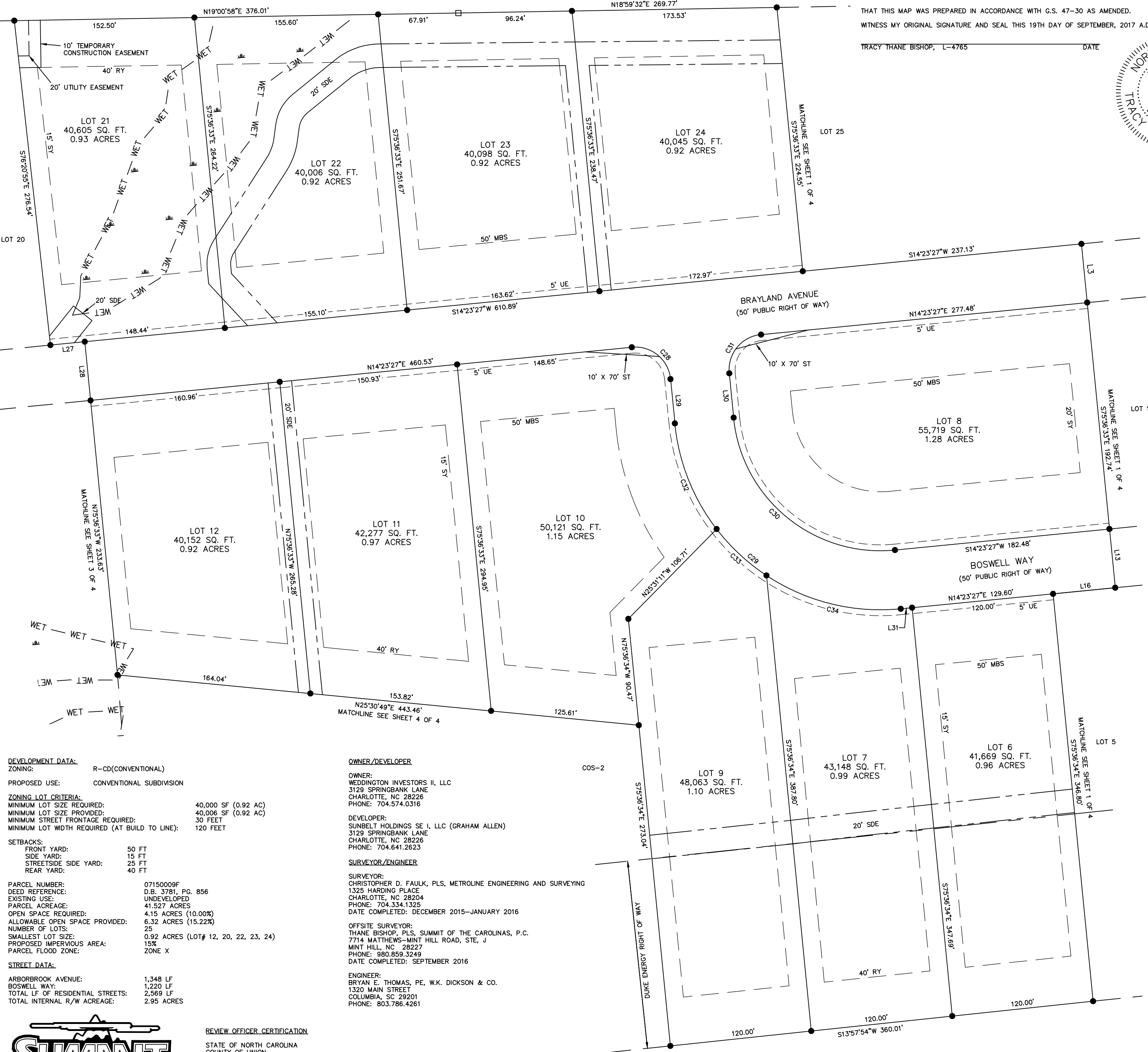
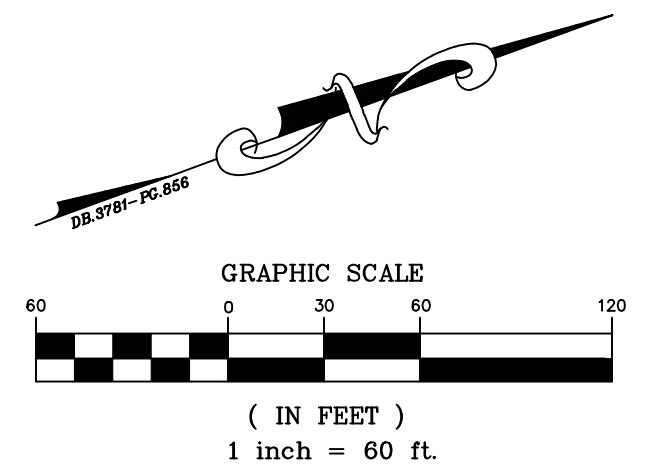


VICINITY MAP
NOT TO SCALE

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES, OR SALES

LEGEND

- CONCRETE MONUMENT FOUND
- NO. 5 IRON ROD SET
- IRON PIN FOUND (AS DESCRIBED)
- ST SIGHT TRIANGLE
- R/W RIGHT OF WAY
- LF LINEAR FEET
- MBS MINIMUM BUILDING SETBACK
- SY SIDE YARD
- RY REAR YARD
- CAB. PLAT CABINET
- D.B. DEED BOOK
- PG. PAGE.
- UE UTILITY EASEMENT
- SQ. FT. SQUARE FEET
- SDE STORM DRAINAGE EASEMENT
- COS COMMON OPEN SPACE
- BOUNDARY - LOT LINE
- ADJOINER - LOT LINE
- DUKE RIGHT OF WAY
- STORM SEWER EASEMENT
- SETBACK LINE
- UTILITY EASEMENT
- WET WET WET WETLANDS



DEVELOPMENT DATA:
 ZONING: R-CD(CONVENTIONAL)
 PROPOSED USE: CONVENTIONAL SUBDIVISION

ZONING LOT CRITERIA:
 MINIMUM LOT SIZE REQUIRED: 40,000 SF (0.92 AC)
 MINIMUM LOT SIZE PROVIDED: 40,006 SF (0.92 AC)
 MINIMUM STREET FRONTAGE REQUIRED: 30 FEET
 MINIMUM LOT WIDTH REQUIRED (AT BUILD TO LINE): 120 FEET

SETBACKS:
 FRONT YARD: 50 FT
 SIDE YARD: 15 FT
 STREETSIDE SIDE YARD: 25 FT
 REAR YARD: 40 FT

PARCEL NUMBER: 07150009F
DEED REFERENCE: D.B. 3781, PG. 856
EXISTING USE: UNDEVELOPED
PARCEL ACREAGE: 41.527 ACRES
OPEN SPACE REQUIRED: 4.15 ACRES (10.00%)
ALLOWABLE OPEN SPACE PROVIDED: 6.32 ACRES (15.22%)
NUMBER OF LOTS: 25
SMALLEST LOT SIZE: 0.92 ACRES (LOT# 12, 20, 22, 23, 24)
PROPOSED IMPERVIOUS AREA: 15%
PARCEL FLOOD ZONE: ZONE X

STREET DATA:
 ARBORBROOK AVENUE: 1,348 LF
 BOSWELL WAY: 1,220 LF
 TOTAL LF OF RESIDENTIAL STREETS: 2,569 LF
 TOTAL INTERNAL R/W ACREAGE: 2.95 ACRES

OWNER/DEVELOPER:
 OWNER: WEDDINGTON INVESTORS II, LLC
 3129 SPRINGBANK LANE
 CHARLOTTE, NC 28226
 PHONE: 704.574.0316

DEVELOPER:
 SUNBELT HOLDINGS SE I, LLC (GRAHAM ALLEN)
 3129 SPRINGBANK LANE
 CHARLOTTE, NC 28226
 PHONE: 704.641.2623

SURVEYOR/ENGINEER:
 SURVEYOR: CHRISTOPHER D. FAULK, PLS, METROLINE ENGINEERING AND SURVEYING
 1325 HARDING PLACE
 CHARLOTTE, NC 28204
 PHONE: 704.334.1325
 DATE COMPLETED: DECEMBER 2015-JANUARY 2016

OFFSITE SURVEYOR:
 THANE BISHOP, PLS, SUMMIT OF THE CAROLINAS, P.C.
 7714 MATTHEWS-MINT HILL ROAD, STE. J
 MINT HILL, NC 28227
 PHONE: 980.859.3249
 DATE COMPLETED: SEPTEMBER 2016

ENGINEER:
 BRYAN E. THOMAS, PE, W.K. DICKSON & CO.
 1320 MAIN STREET
 COLUMBIA, SC 29201
 PHONE: 803.786.4261

REVIEW OFFICER CERTIFICATION
 STATE OF NORTH CAROLINA
 COUNTY OF UNION

 REVIEW OFFICER OF
 UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
 IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

 REVIEW OFFICER DATE _____



FINAL PLAT OF WEDDINGTON ACRES SUBDIVISION		
SITUATED IN THE TOWN OF WEDDINGTON UNION COUNTY, NORTH CAROLINA		
DRAWN BY: THANE DATE: 09-19-2017 JOB NO: 20170465 REVIEWED BY: THANE SCALE: 1" = 60' SHEET 2 OF 4 REVISIONS:	OWNER: WEDDINGTON INVESTORS II, LLC 3129 SPRINGBANK LANE CHARLOTTE, NC 28226 PH. 704.574.0316	CLIENT: SUNBELT HOLDINGS SE I, LLC (GRAHAM ALLEN) 3129 SPRINGBANK LANE CHARLOTTE, NC 28226 PH. 704.574.0316

PID: 06090092
 VINTAGE CREEK OWNERS ASSOCIATION, INC.
 D.B. 6459, PG. 414

PID: 06090092
 VINTAGE CREEK OWNERS ASSOCIATION, INC.
 D.B. 6459, PG. 414

PRELIMINARY PLAT
 NOT FOR RECORDATION,
 CONVEYANCES, OR SALES

LEGEND

- CONCRETE MONUMENT FOUND
- NO. 5 IRON ROD SET
- IRON PIN FOUND (AS DESCRIBED)
- ST SIGHT TRIANGLE
- R/W RIGHT OF WAY
- LF LINEAR FEET
- MBS MINIMUM BUILDING SETBACK
- SY SIDE YARD
- RY REAR YARD
- CAB. PLAT CABINET
- D.B. DEED BOOK
- PG. PAGE.
- UE UTILITY EASEMENT
- SQ. FT. SQUARE FEET
- SDE STORM DRAINAGE EASEMENT
- COS COMMON OPEN SPACE
- BOUNDARY - LOT LINE
- ADJOINER - LOT LINE
- DUKE RIGHT OF WAY
- STORM SEWER EASEMENT
- SETBACK LINE
- UTILITY EASEMENT
- WET WET WET WETLANDS



7714 MATTHEWS-MINT HILL ROAD-SUITE J
 MINT HILL, NORTH CAROLINA 28227
 PHONE: 980-859-3245
 C-4289

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
 COUNTY OF UNION

REVIEW OFFICER OF
 UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
 IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

REVIEW OFFICER _____ DATE _____

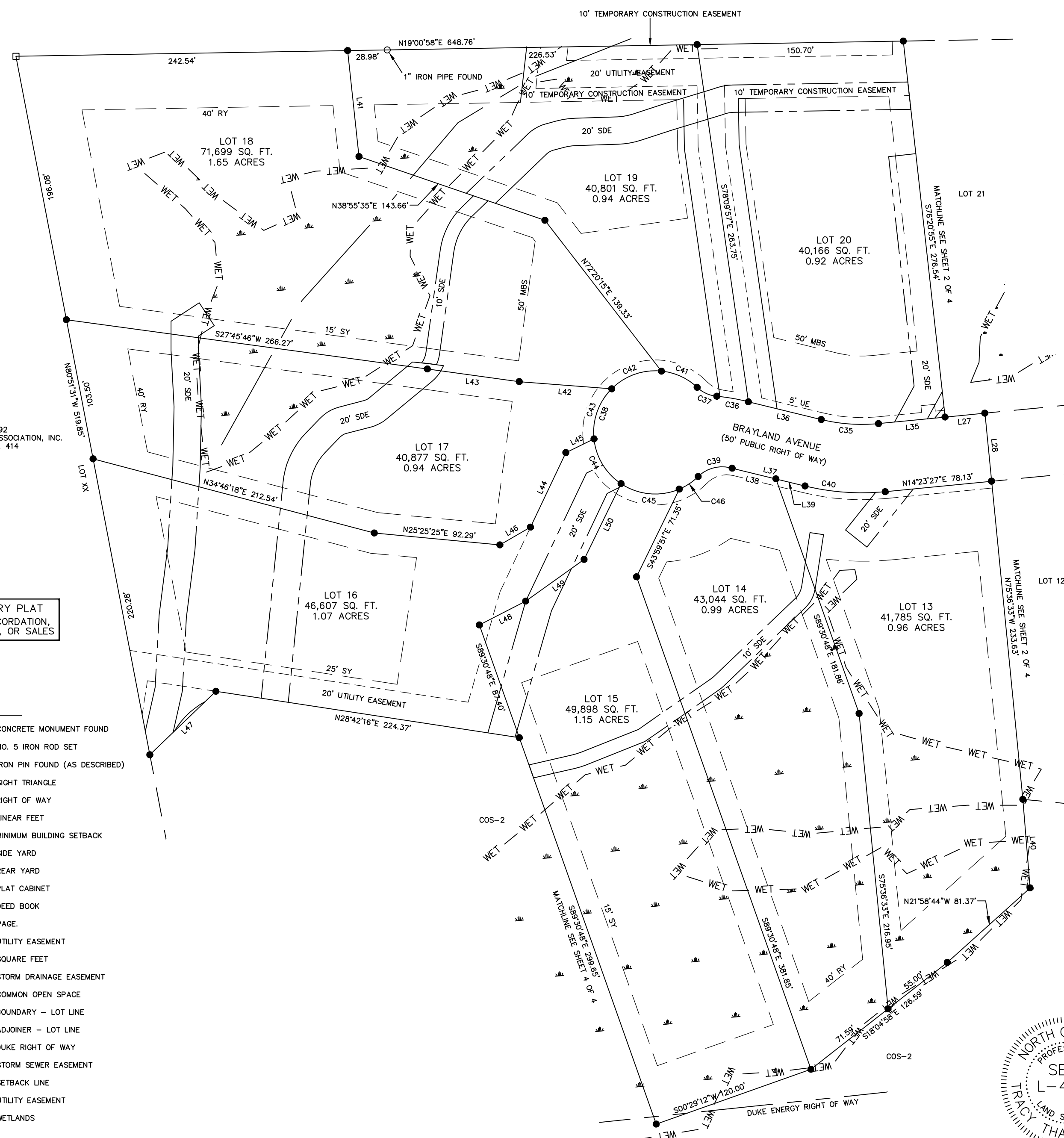
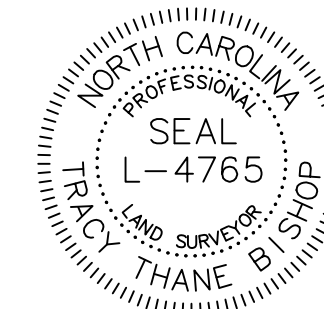
CERTIFICATE OF SURVEY AND ACCURACY

I, TRACY THANE BISHOP, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL
 SURVEY MADE UNDER MY SUPERVISION (DEED BOOK 3781, PAGE 856); THAT THE ERROR OF CLOSURE AS
 CALCULATED BY LATITUDES AND DEPARTURES IS 1:60,187; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN
 AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOK AND PAGES AS NOTED;

THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

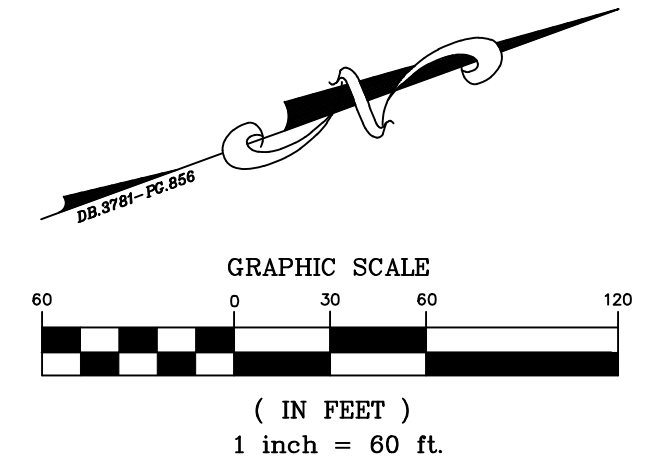
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 19TH DAY OF SEPTEMBER, 2017 A.D.

TRACY THANE BISHOP, L-4765 _____ DATE _____



VICINITY MAP
 NOT TO SCALE

- NOTES:
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES (US SURVEY FOOT) UNLESS OTHERWISE NOTED.
 - THE RATIO OF PRECISION AS CALCULATED IS 1:60,187.
 - THIS PROPERTY MAY BE SUBJECT TO RECORDED AND UNRECORDED RIGHTS OF WAY, EASEMENTS, CONDITIONS OR RESTRICTIONS NOT OBSERVED OR SHOWN HEREON.
 - SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN) AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NUMBER 3710448800K, EFFECTIVE FEBRUARY 19, 2014.
 - DATE OF FIELD SURVEY AUGUST 2017
 - SUBJECT TRACT TAX PARCELS: 07150009F
 - OWNER: WEDDINGTON INVESTORS II, LLC
 - AREAS DERIVED BY COORDINATE COMPUTATION
 - TOTAL NUMBER OF LOTS: 25 BUILDABLE
 - TOTAL LINEAR FEET OF ROADWAY: 2,568.77
 - NO DEVELOPMENTAL STUMP HOLES REPORTED TO THIS FIRM WITHIN THE LOTS WHICH MAKE UP THIS PLAT.
 - ALL LIGHTING WILL MEET THE REQUIREMENTS OF THE TOWN OF WEDDINGTON ZONING ORDINANCE
 - CONSERVATION LANDS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - LANDSCAPING WITHIN ANY EASEMENTS LOCATED UPON LOTS TO BE MAINTAINED BY INDIVIDUAL LOT OWNERS.
 - IN THE EVENT THE ROADWAYS ARE NOT ACCEPTED FOR MAINTENANCE BY NCDOT OR ANY OTHER GOVERNMENTAL ENTITY, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROADWAYS.
 - THE SMALLEST LOT IN THIS DEVELOPMENT IS LOT 22 WITH 0.92 ACRES.
 - NO. 5 REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - DEED REFERENCE: D.B. 3781, PG. 856
 - TOTAL AREA ENCOMPASSED BY THIS PLAT: 41,527 ACRES.
 - WETLAND AREAS SHALL REMAIN UNDISTURBED.



FINAL PLAT OF
 WEDDINGTON ACRES SUBDIVISION

SITUATED IN THE TOWN OF WEDDINGTON
 UNION COUNTY, NORTH CAROLINA

DRAWN BY: THANE	OWNER:	CLIENT:
DATE: 09-19-2017	WEDDINGTON INVESTORS II, LLC	SUNBELT HOLDINGS SE I, LLC
JOB NO: 20170465	3129 SPRINGBANK LANE	(GRAHAM ALLEN)
REVIEWED BY: THANE	PH. 704.574.0316	3129 SPRINGBANK LANE
SCALE: 1" = 60'		CHARLOTTE, NC 28226
SHEET 3 OF 4		PH. 704.574.0316
REVISIONS:		

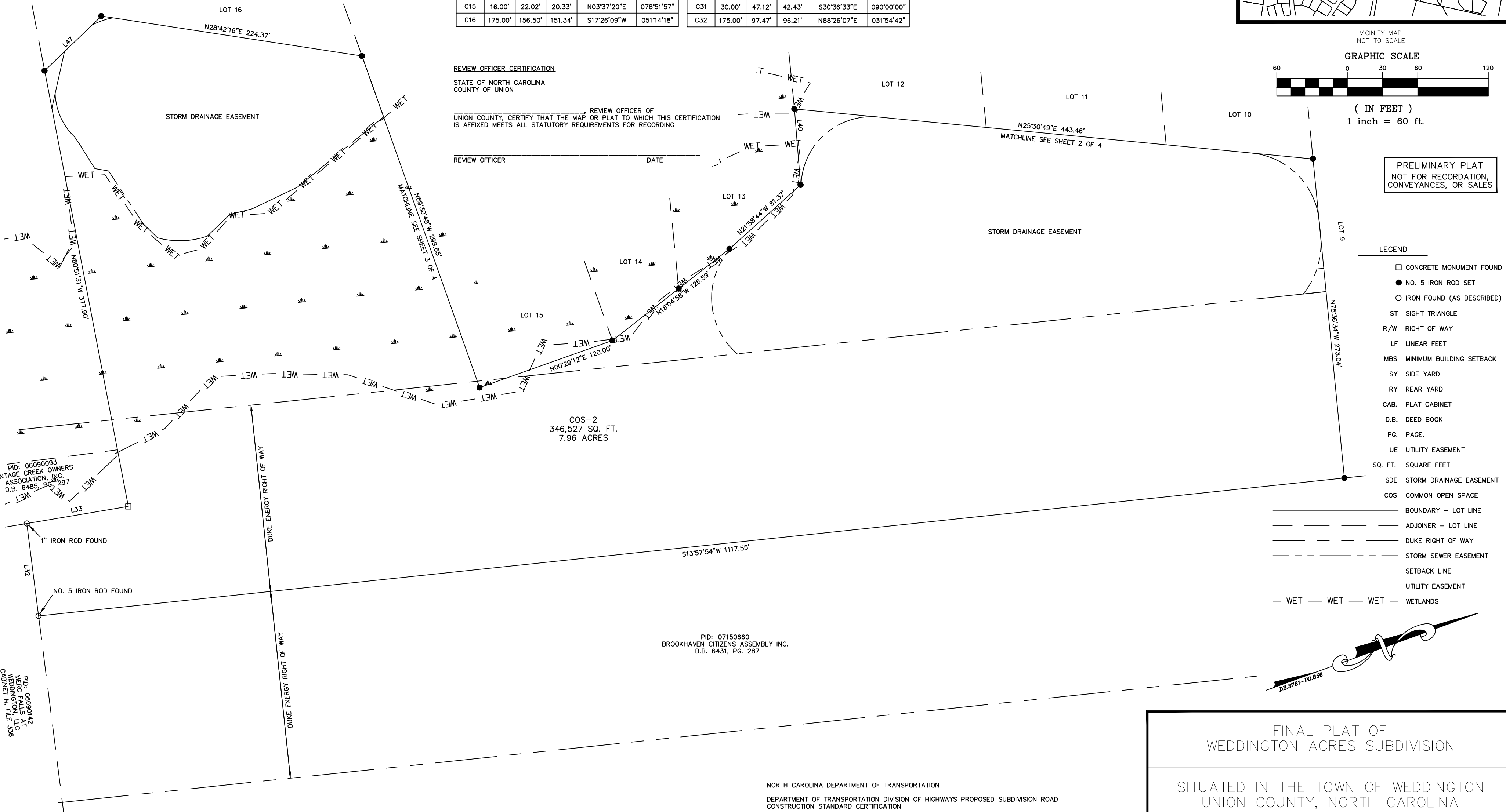
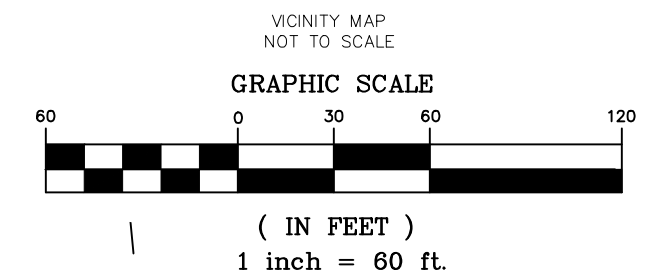
LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	49.89'	S75°36'33"E	L14	20.45'	N14°23'27"E	L27	29.24'	S14°23'27"W	L41	77.87'	S76°08'06"E
L2	37.35'	S14°23'10"W	L15	80.56'	S34°56'36"E	L28	50.00'	N75°36'33"W	L42	67.79'	S24°28'27"W
L3	50.02'	S75°36'33"E	L16	52.88'	N14°23'27"E	L29	37.74'	S75°36'33"E	L43	67.84'	S27°51'25"W
L4	35.03'	N14°23'27"E	L17	63.73'	N61°27'15"E	L30	37.74'	N75°36'33"W	L44	60.29'	N44°38'28"W
L5	10.39'	N39°56'27"W	L18	40.00'	N28°32'45"W	L31	9.60'	N14°23'27"E	L45	22.92'	N06°01'27"W
L6	97.13'	N49°59'26"E	L19	92.48'	S50°02'17"W	L32	79.36'	N77°15'53"W	L46	25.84'	N10°03'47"W
L7	28.96'	N12°00'33"E	L20	87.48'	N50°02'17"E	L33	87.57'	N10°25'59"E	L47	67.01'	N23°53'27"W
L8	32.87'	N37°52'08"W	L21	5.00'	N50°02'17"E	L35	48.89'	S14°23'27"W	L48	38.12'	S07°14'06"E
L9	32.30'	N30°21'14"W	L22	32.44'	S39°24'03"E	L36	54.86'	S33°42'18"W	L49	52.45'	S15°33'34"E
L10	13.37'	N22°33'25"W	L23	55.23'	S37°11'26"E	L37	54.86'	N33°42'18"E	L50	61.58'	S43°59'51"E
L11	22.19'	S35°48'39"E	L24	82.35'	S37°06'17"E	L38	32.95'	N33°42'18"E			
L12	20.45'	S14°23'27"W	L25	10.26'	S39°56'27"E	L39	21.91'	N33°42'18"E			
L13	50.00'	S75°36'33"E	L26	43.22'	S83°50'17"E	L40	64.98'	N74°39'49"W			

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L41	77.87'	S76°08'06"E	L42	67.79'	S24°28'27"W
L43	67.84'	S27°51'25"W	L44	60.29'	N44°38'28"W
L45	22.92'	N06°01'27"W	L46	25.84'	N10°03'47"W
L47	67.01'	N23°53'27"W	L48	38.12'	S07°14'06"E
L49	52.45'	S15°33'34"E	L50	61.58'	S43°59'51"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	175.00'	112.77'	110.83'	S32°51'03"W	036°55'14"
C2	125.00'	80.55'	79.16'	S32°51'03"W	036°55'13"
C3	175.00'	181.72'	173.66'	N21°33'50"E	059°29'40"
C4	125.00'	75.42'	74.28'	S09°06'09"W	034°34'18"
C5	33.01'	63.15'	53.95'	S84°07'13"W	109°36'12"
C6	576.40'	410.80'	401.97'	N30°37'02"E	040°48'52"
C7	30.00'	47.16'	42.45'	N84°58'29"W	090°04'04"
C8	125.00'	116.21'	112.07'	N13°18'25"W	053°16'04"
C9	175.00'	165.95'	159.80'	N12°46'30"W	054°19'54"
C10	30.00'	47.09'	42.40'	S05°01'31"W	089°55'56"
C11	606.40'	431.97'	422.89'	N30°37'02"E	040°48'52"
C12	50.00'	70.28'	64.63'	S81°43'16"W	080°31'46"
C13	303.98'	59.99'	59.90'	N52°21'37"W	011°18'29"
C14	405.56'	73.52'	73.42'	N41°31'36"W	010°23'11"
C15	16.00'	22.02'	20.33'	N03°37'20"E	078°51'57"
C16	175.00'	156.50'	151.34'	S17°26'09"W	051°14'18"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C17	125.00'	129.80'	124.04'	N21°33'51"E	059°29'38"
C18	175.00'	3.00'	3.00'	S50°49'12"W	000°58'56"
C19	175.00'	109.77'	107.98'	S32°21'35"W	035°56'17"
C20	125.00'	47.82'	47.53'	S25°21'05"W	021°55'16"
C21	125.00'	32.72'	32.63'	S43°48'41"W	014°59'57"
C22	706.20'	179.99'	179.50'	N42°32'03"E	014°36'11"
C23	706.20'	194.63'	194.01'	N27°20'15"E	015°47'26"
C24	175.00'	116.06'	113.95'	S24°03'19"W	037°59'58"
C25	175.00'	40.44'	40.35'	S01°33'50"E	013°14'20"
C26	175.00'	90.14'	89.15'	N25°11'05"W	029°30'45"
C27	175.00'	75.81'	75.21'	N01°58'52"E	024°49'09"
C28	30.00'	47.12'	42.43'	S59°23'27"W	090°00'00"
C29	175.00'	274.89'	247.49'	N59°23'27"E	090°00'02"
C30	125.00'	196.35'	176.78'	N59°23'27"E	090°00'00"
C31	30.00'	47.12'	42.43'	S30°36'33"E	090°00'00"
C32	175.00'	97.47'	96.21'	N88°26'07"E	031°54'42"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C33	175.00'	57.96'	57.69'	N62°59'31"E	018°58'30"
C34	175.00'	119.47'	117.16'	N33°56'51"E	039°06'49"
C35	125.00'	42.14'	41.94'	N24°02'52"E	019°18'52"
C36	175.00'	23.43'	23.41'	S29°52'13"W	007°40'11"
C37	25.00'	16.09'	15.81'	N44°28'13"E	036°52'12"
C38	45.00'	209.84'	65.19'	S70°41'01"E	267°10'40"
C39	25.19'	26.80'	25.55'	S06°19'05"W	060°57'48"
C40	175.00'	58.99'	58.71'	N24°02'52"E	019°18'52"
C41	45.00'	29.20'	28.69'	S44°19'05"W	037°10'28"
C42	45.00'	39.83'	38.54'	S00°22'36"W	050°42'28"
C43	45.00'	40.09'	38.77'	S50°29'51"E	051°02'26"
C44	45.00'	39.48'	38.23'	N78°50'50"E	050°16'12"
C45	45.00'	44.54'	42.75'	N25°21'23"E	056°42'43"
C46	45.00'	16.71'	16.61'	N13°38'10"W	021°16'23"



REVIEW OFFICER CERTIFICATION
 STATE OF NORTH CAROLINA
 COUNTY OF UNION
 REVIEW OFFICER OF
 UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
 IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING
 REVIEW OFFICER _____ DATE _____

PRELIMINARY PLAT
 NOT FOR RECORDATION,
 CONVEYANCES, OR SALES

- LEGEND**
- CONCRETE MONUMENT FOUND
 - NO. 5 IRON ROD SET
 - IRON FOUND (AS DESCRIBED)
 - ST SIGHT TRIANGLE
 - R/W RIGHT OF WAY
 - LF LINEAR FEET
 - MBS MINIMUM BUILDING SETBACK
 - SY SIDE YARD
 - RY REAR YARD
 - CAB. PLAT CABINET
 - D.B. DEED BOOK
 - PG. PAGE.
 - UE UTILITY EASEMENT
 - SQ. FT. SQUARE FEET
 - SDE STORM DRAINAGE EASEMENT
 - COS COMMON OPEN SPACE
 - BOUNDARY - LOT LINE
 - ADJOINER - LOT LINE
 - DUKE RIGHT OF WAY
 - STORM SEWER EASEMENT
 - SETBACK LINE
 - UTILITY EASEMENT
 - WET WET WET WET WETLANDS

PID: 06090093
 VINTAGE CREEK OWNERS
 ASSOCIATION, INC.
 D.B. 6485, PG. 297

PID: 06090142
 MERRIC FALLS LLC
 WEDDINGTON FILE 356
 CABINET N. FILE 356

PID: 07150660
 BROOKHAVEN CITIZENS ASSEMBLY INC.
 D.B. 6431, PG. 287

7714 MATTHEWS-MINT HILL ROAD-SUITE J
 MINT HILL, NORTH CAROLINA 28227
 PHONE: 980-859-3245
 C-4289

CERTIFICATE OF SURVEY AND ACCURACY
 I, TRACY THANE BISHOP, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL
 SURVEY MADE UNDER MY SUPERVISION (DEED BOOK 3781, PAGE 856); THAT THE ERROR OF CLOSURE AS
 CALCULATED BY LATITUDES AND DEPARTURES IS 1:60,187; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN
 AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOK AND PAGES AS NOTED;
 THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 19TH DAY OF SEPTEMBER, 2017 A.D.
 TRACY THANE BISHOP, L-4765 _____ DATE _____



NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROPOSED SUBDIVISION ROAD
 CONSTRUCTION STANDARD CERTIFICATION

APPROVED _____
 DISTRICT ENGINEER
 DATE _____
 ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE
 CONSTRUCTED ON PUBLIC RIGHT OF WAY.

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE
 SUBDIVISION REGULATIONS OF THE TOWN OF WEDDINGTON, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN
 APPROVED BY THE WEDDINGTON TOWN COUNCIL FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS
 FOR UNION COUNTY, NORTH CAROLINA.

MAYOR OF THE TOWN OF WEDDINGTON _____ DATE _____
 NORTH CAROLINA

**FINAL PLAT OF
 WEDDINGTON ACRES SUBDIVISION**

SITUATED IN THE TOWN OF WEDDINGTON
 UNION COUNTY, NORTH CAROLINA

DRAWN BY: THANE	OWNER:	CLIENT:
DATE: 09-19-2017	WEDDINGTON INVESTORS II, LLC 3129 SPRINGBANK LANE CHARLOTTE, NC 28226 PH. 704.574.0316	SUNBELT HOLDINGS SE I, LLC (GRAHAM ALLEN) 3129 SPRINGBANK LANE CHARLOTTE, NC 28226 PH. 704.574.0316
JOB NO: 20170465		
REVIEWED BY: THANE		
SCALE: 1" = 60' SHEET 4 OF 4 REVISIONS:		

WEDDINGTON CODE ENFORCEMENT REPORT

August, 2018

- 1. 404 Cottonfield Cir., James & Shannon Cox**
 - 12/31/17—Legal action still pending; violation continues.
 - 1/30/18---Legal action still pending; violation continues.
 - 2/28/18—Legal action successful. Illegal use to discontinue.
 - 3/31/18---Legal action still underway.
 - 4/30/18---Legal action still underway.
 - 5/31/18—Legal action still underway.
 - 6/30/18---Legal action still underway.
 - 7/31/18---Legal action still pending.
 - 8/31/18---Legal action still pending.

- 2. 4005 Ambassador Ct., Inez B. McRae Trust**
 - **12/31/17—Deterioration continues, building still vacant and closed.**
 - **1/30/18---Deterioration continues, building still vacant and closed.**
 - **2/28/18—Deterioration continues, building still vacant and closed.**
 - **3/31/18---Deterioration continues, building vacant and closed.**
 - **4/30/18---Deterioration continues, building vacant and closed.**
 - **5/31/18—Deterioration continues, building vacant and closed.**
 - **6/30/18---Deterioration continues, building vacant and closed.**
 - **7/31/18---Deterioration continues, building vacant and closed.**
 - **8/31/18---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.
 - 9/30/17—Monitoring this one.
 - 10/31/17—Monitoring.
 - 11/30/17—Monitoring.
 - 12/31/17—Monitoring.
 - 1/30/18---Monitoring; work is progressing.
 - 2/28/18—Monitoring; work progressing, slowly.
 - 3/31/18---Construction is continuing
 - Notice of Violation & Citation issued 4/18/18; fines began 4/23/18. Violation continues.

4716 Weddington Matthews Rd. (continued)

- 5/31/18—Owner was cited with Notice of Violation and Citation for dumpsters stored at this address. Dumpsters have been removed.
- 6/30/18---Work continuing toward completion.
- 7/31/18----Work continuing, monitoring.
- 8/31/18---Work continuing, monitoring.

4. 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.
- 8/31/18---Going back out on this one.

5. 501 Devonport Dr.

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

6. 8319 Lake Providence Dr.

- Courtesy letter to owner on discontinue pool and spa business from this address.
- 8/31/18---Monitoring.

7. 150 Amanda Dr.

- Notice of Violation issued ordering discontinuance of grading business from this location
- 8/31/18---Monitoring.

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: September 10, 2018

SUBJECT: Monthly Report –August 2018

Transactions:	
Adjustments <5.00	\$(4.28)
Interest Charges	\$150.11
Penalty and Interest Payments	\$(78.67)
Taxes Collected:	
2014	\$(85.55)
2017	\$(799.78)
As of August 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	\$1136.61
2014	\$1569.64
2015	\$2088.89
2016	\$6377.46
2017	\$8427.18
Total Outstanding:	\$22417.42