

**TOWN OF WEDDINGTON  
SPECIAL TOWN COUNCIL MEETING  
MONDAY, MARCH 22, 2021 1:00 P.M.  
WEDDINGTON TOWN HALL  
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104  
AGENDA**

- 1. CALL TO ORDER**
- 2. DETERMINATION OF QUORUM**
- 3. ADOPTION OF AGENDA**
- 4. REVIEW AND DISCUSSION OF UNIFIED DEVELOPMENT ORDINANCE**
- 5. DISCUSSION OF REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES AND  
CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH THE VILLAGE OF MARVIN**
- 6. REINSTATE ED GOSCICKI TO THE PLANNING BOARD**
- 7. ADJOURNMENT**

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## Unified Development Ordinance

### Introduction and Overview

The Town of Weddington ("Town") finds that it is appropriate to update its land development ordinances to (a) comply with legislative requirements imposed by the state legislature as set forth in North Carolina General Statute 160D and (b) improve the organization of its existing ordinances to make the ordinances simpler to find and easier to follow. This unified development ordinance ("UDO") is adopted with the purpose of implementing these objectives.

#### Introduction; Overview and Background Information.

This initial Section of the UDO provides a general overview and "executive summary" of the UDO requirements. Specific, more detailed requirements are set forth in the Articles. For ease of reference and use, the Articles are organized in a manner consistent with North Carolina General Statutes 160D.

**1-A. Applicability and Jurisdiction.** These regulations shall govern the use of all land and the development thereof within all of the incorporated area of the Town [and any extraterritorial jurisdiction].

**2-B. Boards, Professional Staff and Other Agencies and Committees.** The following entities and person have roles in administering the provisions of this UDO:

- Town Council
- Planning Board
- Board of Adjustment
- Town Staff
- Other governmental entities such as Union County and the North Carolina Department of Transportation (NCDOT).

**3-C. Planning.** State law requires that as a condition of adopting and applying zoning regulations a ~~local~~ government/municipality shall adopt and reasonably maintain a comprehensive plan that sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction. A comprehensive plan is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs. The Town has a comprehensive plan that is posted on the Town website.

#### 4-D. Processes and Procedures.

**a-1. Types of Decisions.** There are three types of decisions that are made by the entities and persons listed in Section 2, above:

**i-a. Legislative.** Legislative decisions set policy and provides the decision-making board with the maximum amount of discretion. The legislative process typically includes public engagement. In connection with any requested rezoning of property or amendment to this UDO, there is a required public hearing with broad public notice and a mandatory planning board review.

**ii-b. Quasi-judicial.** Quasi-judicial decisions require the board to apply standards that are already set in the ordinance using a legalistic process to gather quality evidence to resolve contested facts, and to apply those facts to standards that involve judgment (such as being "compatible" or "harmonious" with the surrounding neighborhood). Public engagement is limited to those who have relevant evidence on whether the proposal meets the standards.

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specific standards and conditions (typically including a site plan) are incorporated into the zoning district regulations.

- d. As provided in the Table of Permissible Uses some land uses are of such a nature or scale that they have significant impacts on both the immediately surrounding area and/or the entire community that cannot be predetermined and controlled by general district standards and thus are only permitted with a Conditional Zoning district rezoning approval. Additionally, there may be instances where a general zoning district designation is clearly inappropriate for a certain property, but a specific use permitted under that district and subject to restrictive conditions would be consistent with the spirit and objectives of this Ordinance and applicable land plans. Both of these circumstances are reasonably addressed through a Conditional Zoning process.

- e. The rezoning of any parcel of land to a CZ district shall be a voluntary process initiated by the property owner or his authorized agent.

- f. To provide guidance and information, some rules, regulations and conditions that may be incorporated as part of the CZ zoning approval are identified in this UDO. Conditional Zoning is a legislative procedure under which the Town Council has the authority to increase, tighten, add, vary, modify or waive specific conditions or standards.

- g. Once a property has been rezoned to a CZ, it shall be referenced with the letters "CZ" on the Zoning Map.

- h. The process for approval of a CZ district is explained in greater detail in Article 6.

3. Downtown Overlay District. As of the date of this UDO, the Town has a single overlay district, the Downtown Overlay District. See Section D-703.

4. Zoning Map. The Town's Zoning Map is incorporated herein by reference. The Zoning Map may be changed by Town Council from time-to-time in accordance with the procedures set forth herein.

#### F. Permitted Uses.

1. By-Right (permitted with administrative review and approval). Certain primary uses of land are permitted "by right" (BR) in each zoning district provided all applicable provisions of this UDO (and any other applicable legal requirements) are satisfied. This UDO provides for additional supplemental requirements (SR) that are applicable to a certain "by-right" uses of land.

2. Conditional (allowed through legislative conditional zoning process). Others primary uses of land are permitted through the conditional zoning (CZ) process, again, in some cases, some with some supplemental requirements set forth herein.

3. Permitted Uses (Permitted Use Table). The permitted uses (both by right and conditional) are set forth in the Permitted Use Table set forth in Section of Article 97 of this UDO.

4. Additional Uses (CZ Zoning Requests). Additionally a property owner may petition the Town Council through the CZ zoning process to consider permitting primary uses that are not identified as permitted in this UDO (although the Town Council has no obligation to approve any such requests).

7. Summary Table. For ease of reference, the following Table 1 is a summary of the types of approvals typically requested contemplated by this UDO:

**Table 1: Summary: Approvals; Responsible Party; Type of Decision**

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Type of Decision	Approval	Responsible Party (final decision-maker)	Comments
Legislative	UDO Text Amendment	Council	
Legislative	Zoning Map Change	Council	
Legislative	Conditional Zoning	Council	
Quasi-judicial	Variance	Zoning Board of Adjustment	
Quasi-judicial	Appeal of Decision by Zoning	Zoning Board of Adjustment	
Administrative	<del>Final</del> Subdivision Plat (for recording at Register of Deeds)Plats	Administrator	Includes confirmation that proposed development is conformity applicable zoning requirements previously imposed by the Council
Administrative	<del>Land Development</del> Construction Plans, Sign Permits, such as Zoning Permits, Grading Permits, and Building Permits (County)	Administrator (or Union County or third party service provider)	
Administrative	Misc. Temporary Use Permits	Administrator	

H. **Appendices.** All appendices are incorporated by reference into this UDO. The appendices are listed below.

Table 2: List of Appendices

Appendix #	Title	UDO Section	Previous Ordinance
<u>1</u>	<u>Definitions</u>	<u>D-102</u>	<u>58-4; 46-9</u>
<u>2</u>	<u>Submittal Requirements</u>	<u>D-403, D-607, D-608, D-609</u>	<u>Multiple [consolidated application requirements]</u>
<u>3</u>	<u>Signs</u>	<u>D-901</u>	<u>58 Article 5</u>
<u>4</u>	<u>Adult Business Requirements</u>	<u>D-901</u>	<u>58-24</u>
<u>5</u>	<u>Approved Plant List</u>	<u>D-901</u>	<u>1-58</u>
<u>6</u>	<u>Lighting</u>	<u>D-901</u>	<u>14-81-92</u>
<u>7</u>	<u>Architectural Standards</u>	<u>D-901</u>	<u>14-101-107</u>
<u>8</u>	<u>Gated Community Requirements</u>	<u>D-901</u>	<u>58-23</u>
<u>9</u>	<u>Erosion Control</u>	<u>D-922</u>	<u>58-601-623</u>
<u>10</u>	<u>Floodplain Regulations</u>	<u>D-923</u>	<u>58-411-485</u>

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<a href="#">12</a>	<a href="#">Historic Preservation</a>	<a href="#">D-940</a>	<a href="#">26-57-145</a>
<a href="#">13</a>	<a href="#">Housing Code</a>	<a href="#">D-1201</a>	<a href="#">Chapter 14 Article 3</a>

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## Article 1. General Provisions.

**D-101. Application.** N.C.G.S. Chapter 160D is applies to all development regulations and programs adopted pursuant to Chapter 160D or applicable or related local acts.

**101. Application.** In order to accomplish the purpose of these regulations this UDO regulates all development within the Town of Weddington's jurisdiction, including without limitation, the density of development, the location and use of buildings, structures and land for trade, industry, residence or other purposes, the height and number of stories of buildings and other structures, the size of yards, courts and other open spaces and other related matters as set forth herein.

**D-102 Definitions.** The definitions set forth in N.C.G.S. 160D-102 are incorporated herein by reference. Additionally the definitions set forth in **Appendix 1** are incorporated herein by reference. [KMB Note: add definitions from Zoning Ordinance 58.4 as needed as Appendix]

**D-103. Unified development ordinance.** This UDO is adopted pursuant to Chapter 160D and consolidates one or more previous stand-alone ordinances. Upon the effective date, this Ordinance shall supersede and replace the previous Zoning and Subdivision Ordinances for the Town of Weddington, as well [KMB NOTE: INSERT other existing ordinance references]- following ordinance provisions: Chapter 46 (Subdivisions); Chapter 58 (Zoning); 14-81-92 (Lighting); 14-101-14-107 (Architectural Standards).

**D-104. Development approvals run with the land.** Unless provided otherwise by law, all rights, privileges, benefits, burdens, and obligations created by development approvals made pursuant to this UDO attach to and run with the land.

### D-105. Maps.

**(a) A. Zoning Map.** Zoning district boundaries adopted pursuant to this UDO shall be drawn on a map that is adopted or incorporated within a duly adopted development regulation. Zoning district maps that are so adopted shall be maintained for public inspection in the office of the local government clerkTown Clerk or such other office as specified in the development regulation. The maps may be in paper or a digital format approved by the local government.Town. The map entitled "Official Zoning Map of the Town of Weddington, North Carolina", as certified as such by the town clerkTown Clerk, is hereby ratified and adopted by reference and declared to be a part of this UDO. The zoning of the districts on said map is hereby declared to be in the proper zoning for said districts as of the effective date of this UDO. The maps shall be updated as revisions are approved in accordance with this UDO.

**(b) B. Other Maps; Incorporation by Reference.** Development regulations adopted pursuant to this UDO may reference or incorporate by reference flood insurance rate maps, watershed boundary maps, or other maps officially adopted or promulgated by State and federal agencies. For these maps a regulation text or zoning map may reference a specific officially adopted map or may incorporate by reference the most recent officially adopted version of such maps. When zoning district boundaries are based on these maps, the regulation may provide that the zoning district boundaries are automatically amended to remain consistent with changes in the officially promulgated State or federal maps, provided a copy of the currently effective version of any incorporated map shall be maintained for public inspection as provided in subsection (a) of this section. [KMB NOTE: INSERT references to other maps as appropriate [floodplain?]]

**D-106. Refund of illegal fees.** See N.C.G.S. 160D-106.

**D-107. Moratoria.** A temporary moratorium may be adopted by the Town in accordance with the requirements of 160D-107.

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**D-108. Permit choice and Vested Rights.**

**(a)A. Permit Choice.** If a land development regulation is amended between the time a development permit application was submitted and a development permit decision is made or if a land development regulation is amended after a development permit decision has been challenged and found to be wrongfully denied or illegal, G.S. 143-755 applies.

**B. Vested Rights.** Types and duration of statutory vested rights shall be as set forth in N.C.G.S. 160D-108 and 160D-108.1. Amendments in land development regulations are not applicable or enforceable without the written consent of the owner with regard to any vested rights.

**D-109. Conflicts of interest.**

A. ~~(a)~~ **Governing Board.** A ~~governing board~~Town Council member shall not vote on any legislative decision regarding a development regulation adopted pursuant to this UDO where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A ~~governing board~~Town Council member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

**B. (b) Appointed Boards.** Members of appointed boards shall not vote on any advisory or legislative decision regarding a development regulation adopted pursuant to this Chapter 100, where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship.

(c) **Administrative Staff.** No staff member shall make a final decision on an administrative decision required by this **ChapterUDO** if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

C. No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Chapter, unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government, the Town, to provide staff support shall engage in any work that is inconsistent with his or her duties or with the interest of the local government, Town, as determined by the local government, Town.

**D. (d) — Quasi-Judicial Decisions.** A member of any board exercising quasi-judicial functions pursuant to this Chapter **UDO** shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

E. (e) **Resolution of Objection.** If an objection is raised to a board member's participation at or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the board shall by majority vote rule on the objection.

F. (f) **Familial Relationship.** For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

D-110. **Broad construction.** As set forth in N.C.G.S. 160A-4, it is the policy of the General Assembly that the cities of this State should have adequate authority to execute the powers, duties, privileges, and immunities conferred upon them by law. To this end, the provisions of this UDO and of city charters the Town charter shall be broadly construed and grants of power shall be construed to include any additional and supplementary powers that are reasonably necessary or expedient to carry them into execution and effect: Provided, that the exercise of such additional or supplementary powers shall not be contrary to State or federal law or to the public policy of the State.

D-111. **Effect on prior laws.** The enactment of this ChapterUDOs shall not require the readoption of any local governmentTown ordinance enacted pursuant to laws that were in effect before this UDO was adopted and are restated or revised herein. The provisions of this UDO shall not affect any act heretofore done, any liability incurred, any right accrued or vested, or any suit or prosecution begun or cause of action accrued prior to its adoption. The enactment of this UDO shall not be deemed to amend the geographic area within which local governmentTown development regulations adopted prior to January 1, 2019, are effective.

#### D-112. Nonconforming Uses

### ARTICLE IV. NONCONFORMING USES

#### Sec. 58-107 Purpose; applicability.

A. Nonconforming uses, which are uses of structures or of land existing at the time of the adoption or amendment of the ordinance from which this chapter is derived but which do not comply with the provisions of this chapter, are declared by this chapter to be incompatible with permitted uses in the various districts. The intent of this article is to permit the continued use of a structure, or portion thereof, or of the use of land legally existing prior to the effective date of the ordinance from which this chapter is derived until such uses are removed, but not to encourage their survival. Such nonconforming uses shall not be expanded, extended, or changed in any manner except as provided in this article. Creation of additional nonconforming uses are not to be encouraged.

#### B. Sec. 58-108 Nonconforming uses of structures.

(a) A conforming structure in which a nonconforming use is being conducted may be used to expand and enlarge such nonconforming use into an area of the structure then in existence, and designed for such nonconforming use.

1. (b) No structural changes shall be made to any structure occupied by a nonconforming use except as follows:
  - a. (1) Those structural changes ordered by an authorized official in order to insure the safety of the structure.
  - b. (2) Maintenance and repairs to keep a structure in sound condition shall be permitted.
  - c. (c) When a nonconforming use of a structure has been changed to a conforming use, it shall not thereafter be used for any nonconforming use.
2. (d) If said use is discontinued for 180 days or more, the use shall not be allowed to reestablish. All new uses in said structure shall thereafter be conforming.

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3. (4) If said conforming structure housing a nonconforming use is destroyed to an extent of greater than 50 percent of its replacement cost at the time of destruction, it may be rebuilt and may then be used for the same nonconforming use.
  4. (5) A nonconforming use of a structure may not be changed to another nonconforming use.
- C. **Sec. 58-100. Nonconforming uses of land.**
1. Nonconforming uses of land, which may include structures incidental and accessory to the use of the land, such as but not limited to, storage yards for various materials, or areas used for recreational purposes, shall not be used for other nonconforming purposes, once the nonconforming use has been abandoned. No such nonconforming use of land shall be enlarged.
  2. (1) No such nonconforming use of land shall be enlarged, increased or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of the ordinance from which this chapter is derived.
  3. (2) If said land use is abandoned for 180 days or more or destroyed, the land use shall be considered discontinued and shall not be reestablished unless the use is in conformance with the regulations of the district in which it is located. The term "destruction," for the purpose of this subsection, is defined as damage to an extent of more than 50 percent of the replacement cost at the time of destruction.
  4. (3) A nonconforming use of land may not be changed to another nonconforming use of land.
- Sec. 58-110. Nonconforming structures.**
- D. Where a structure exists at the effective date of adoption or amendment of the ordinance from which this chapter is derived that could not be built under the terms of this chapter, such structure may remain so long as it remains otherwise lawful, subject to the following provisions:
1. (1) A nonconforming structure may not, under any circumstances, be enlarged or altered in a way which increases its nonconformity or be replaced with a similar nonconforming structure.
  2. (2) If a nonconforming structure or nonconforming portion of a structure is destroyed to an extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.
  3. (3) A nonconforming structure which is abandoned for 180 days or more shall be considered discontinued and shall not be allowed occupancy or use unless in conformance with the district in which it is located.
  4. (4) Said nonconforming structure may be moved to another lot so long as the structure is permitted in accordance with this chapter on said lot.
- Sec. 58-111. Nonconforming lots of record.**
- E. In any district where a lot has been recorded on a plat filed with the County of Mecklenburg Union County offices of the register of deeds, and is not in violation of this chapter, chapter 46, or the Mecklenburg County zoning ordinance or subdivision regulations prior to the effective date of the ordinance from which this chapter is derived this UDO and such lot does not comply with the minimum lot area and width requirements for the zoning districts in which such lot is located, such lot may be used for any use permitted in that zoning district, provided that the principal and accessory structures meet all applicable front, side and rear yard requirements of this chapter.
- F. **Sec. 58-112. Nonconforming signs.**
1. (1) Nonconforming advertising signs shall be allowed to continue, provided that:
    - a. (1) No structural changes to the support structure or changes to the sign face itself except message changes which do not renew or extend the life of said sign shall be allowed.
    - b. (2) Maintenance to nonconforming advertising signs shall be limited to painting and repair of the existing sign.

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alternate members shall serve on the ~~Board~~ **Board of Adjustment**, both residents of the ~~Town~~ **Town**, and shall be appointed by the ~~Town Council~~ **Town Council**. Alternate members shall serve in the absence for any cause of any regular member. ~~Initial appointment of the regular~~ **All members shall be as follows: Three regular members and one and alternate member appointed by the town council for terms to expire on December 31, 1987, and two regular members and one alternate member appointed by the town council for terms to expire on December 31, 1989. Thereafter, all members and alternate members shall be appointed by the town council.** ~~members shall be appointed by the Town Council~~ **members shall be appointed by the Town Council** for terms to correspond with ~~planning board terms set out in article II of chapter 38~~ **Planning Board terms**. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for any expenses incurred while representing the ~~Board~~ **Board of Adjustment**. Such alternate member while attending any regular or special meeting of the board of adjustment and serving in the absence of any regular member shall have and may exercise all the powers and duties of such regular members.

**B. (b) Duties.** The board shall hear and decide all matters upon which it is required to pass under any statute or development regulation. ~~As of the effective date of this UDO, the specific duties of the board of adjustment are:~~ (i) Hearing and deciding all appeals from decisions, citations (with and without civil penalties), orders, requirements or other determinations made by the ~~zoning administrator~~ **Administrator**; (ii) Hearing and deciding appeals that require interpretation of this chapter; (iii) Hearing and granting variances from the provisions of this UDO.

**D-303. Historic preservation commission.** The Planning Board is appointed as the Historic Preservation Commissions and shall have all the powers and duties as provided in N.G.C.S. 160D-303.

**D-304. Appearance commission.** ~~The Planning Board is appointed as the community appearance commission (also known as Design Review Board) for purposes of reviewing designs for of commercial development and signs as set forth in this UDO and as specified in G.S. 160D-960. [reserved]~~

**D-305. Housing appeals board.** [reserved]

**D-306. Stormwater Review Board; Other advisory boards.** The Planning Board is appointed as the Stormwater Review Board for purposes set forth in this UDO.

~~The Town Council may by ordinance establish additional advisory boards as deemed appropriate. The ordinance establishing such boards shall specify the composition and duties of such boards.~~

**D-307. Extraterritorial representation on boards.** See N.C.G.S. 160D-307.

**D-308. Rules of procedure.** ~~Rules of procedure that are consistent with~~ **As of the provisions** ~~date of this Chapter~~ **UDO, all boards in existence have Rules of Procedure. Modified rules of procedure that are consistent with the provisions of this UDO and any applicable state statute,** may be adopted by the ~~governing board~~ **Town Council** for any or all boards created under this Article. In the absence of action by the ~~governing board~~ **Town Council**, each board created under this Article is authorized to adopt its own rules of procedure, ~~and amendments thereto,~~ that are consistent with the provisions of this ~~Chapter~~ **UDO**. A copy of any adopted rules of procedure shall be maintained by the ~~local government clerk~~ **Town Clerk** or such other official as designated by ordinance and posted on the ~~local government~~ **Town** Web site if one exists. Each board shall keep minutes of its proceedings.

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**D-309. Oath of office.** All members appointed to boards under this Article shall, before entering their duties, qualify by taking an oath of office as required by G.S. 153A-26 and G.S. 160A-61.

**D-310. Appointments to boards.** Unless specified otherwise by statute or local ordinance, all appointments to boards authorized by this ~~Chapter~~UDO shall be made by the ~~governing board~~Town Council of the ~~local government~~Town. The ~~governing board~~Town Council may establish reasonable procedures to solicit, review, and make appointments.

#### **Article 4. Administration, Enforcement, and Appeals.**

##### **D-401. Application. [reserved]**

##### **D-402. Administrative staff.**

**A. (a) Authorization.** ~~The~~As of the effective date of this UDO, the Town Administrator is appointed to administer this UDO in cooperation with Union County and State representatives. ~~The Town Administrator may delegate tasks and responsibilities.~~

**B. (b) Duties.** Duties assigned to staff include, but are not limited to, drafting and implementing plans and development regulations to be adopted pursuant to this ~~Chapter~~UDO; determining whether applications for development approvals are complete; receiving and processing applications for development approvals; providing notices of applications and hearings; making decisions and determinations regarding development regulation implementation; determining whether applications for development approvals meet applicable standards as established by law and local ordinance; conducting inspections; issuing or denying certificates of compliance or occupancy; enforcing development regulations, including issuing notices of violation, orders to correct violations, and recommending bringing judicial actions against actual or threatened violations; keeping adequate records; and any other actions that may be required in order adequately to enforce the laws and development regulations under their jurisdiction. The administrative and enforcement provisions related to building permits set forth in Article 11 of this ~~Chapter~~UDO shall be followed for those permits.

##### **D-403. Administrative development approvals and determinations.**

**A. Development Approvals.** No person shall commence or proceed with development within the Town's jurisdiction without first securing any required development approval from the Town. A development approval shall be in writing and may contain a provision that the development shall comply with all applicable State and local laws. A ~~local government~~Town may issue development approvals in print or electronic form. Any development approval issued exclusively in electronic form shall be protected from further editing once issued. Applications for development approvals may be made by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement. The development approvals contemplated by this UDO are ~~set forth~~ as follows: ~~[KMB NOTE: REVIEW AND INSERT]~~

**Table 1: Summary: Approvals; Responsible Party; Type of Decision**

Type of Decision	Approval	Responsible Party (final decision-maker)	Comments
Legislative	UDO Text Amendment	Council	
Legislative	Zoning Map Change	Council	
Legislative	Conditional Zoning	Council	
Quasi-judicial	Variance	Zoning Board of Adjustment	
Quasi-judicial	Appeal of Decision by Zoning Administrator	Zoning Board of Adjustment	
Administrative	Subdivision Plats	Administrator	Includes confirmation that proposed development is

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			<a href="#">conformity applicable zoning requirements previously imposed by the Council</a>
<a href="#">Administrative</a>	<a href="#">Construction Plans, Sign Permits, Zoning Permits, Grading Permits, and Building Permits (County)</a>	<a href="#">Administrator (or Union County or third party service provider)</a>	
<a href="#">Administrative</a>	<a href="#">Misc. Temporary Use Permits</a>	<a href="#">Administrator</a>	

[Submittal requirements for all referenced developments approvals identified are set forth in this UDO with cross reference to sections as applicable; Appendix 2.](#)

(a)

(b) **B. Determinations and Notice of Determinations.** The Town Administrator is charged with making determinations under the development regulation. The Town Administrator shall give written notice to the owner of the property that is the subject of the determination and to the party who sought the determination, if different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail. The notice shall be delivered to the last address listed for the owner of the affected property on the county tax abstract and to the address provided in the application or request for a determination if the party seeking the determination is different from the owner.

(c) **C. Duration of Development Approval.** Unless a different period is specified by this [Chapter UDO](#) or other specific applicable law, or a different period is provided by a quasi-judicial development approval, a development agreement, or a local ordinance, a development approval issued pursuant to this [Chapter UDO](#) shall expire one year after the date of issuance if the work authorized by the development approval has not been substantially commenced. Local development regulations may provide for development approvals of shorter duration for temporary land uses, special events, temporary signs, and similar development. Unless provided otherwise by this [Chapter UDO](#) or other specific applicable law or a longer period is provided by local ordinance, if after commencement the work or activity is discontinued for a period of 12 months after commencement, the development approval shall immediately expire. The time periods set out in this subsection shall be tolled during the pendency of any appeal. No work or activity authorized by any development approval that has expired shall thereafter be performed until a new development approval has been secured. Nothing in this subsection shall be deemed to limit any vested rights secured under G.S. 160D-108.

(d) **D. Changes.** After a development approval has been issued, no deviations from the terms of the application or the development approval shall be made until written approval of proposed changes or deviations has been obtained. A [local government/Town](#) may define by ordinance minor modifications to development approvals that can be exempted or administratively approved. The [local government/Town](#) shall follow the same development review and approval process required for issuance of the development approval in the review and approval of any major modification of that approval.

(e) **E. Inspections.** Administrative staff may inspect work undertaken pursuant to a development approval to assure that the work is being done in accordance with applicable State and local laws and of the terms of the approval. In exercising this power, staff are authorized to enter any premises within the jurisdiction of the [local government/Town](#) at all reasonable hours for the purposes of inspection or other enforcement action, upon presentation of proper credentials; provided, however, that the appropriate consent has been given for inspection of areas not open to the public or that an appropriate inspection warrant has been secured.

(f) **F. Revocation of Development Approvals.** In addition to initiation of enforcement actions under G.S. 160D-404, development approvals may be revoked by the [local government issuing the development approval/Town](#) by notifying the holder in writing stating the reason for the revocation. The [local government/Town](#) shall follow the same development review and approval process required for issuance of the development approval, including any required notice or hearing, in the review and approval of any revocation of that approval. Development approvals shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any

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applicable local development regulation or any State law delegated to the ~~local government~~Town for enforcement purposes in lieu of the State; or for false statements or misrepresentations made in securing the approval. Any development approval mistakenly issued in violation of an applicable State or local law may also be revoked. The revocation of a development approval by a staff member may be appealed pursuant to G.S. 160D-405. If an appeal is filed regarding a development regulation adopted by a ~~local government~~Town pursuant to this ~~Chapter~~UDO, the provisions of G.S. 160D-405(e) regarding stays shall be applicable.

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~~(g)~~G. **Certificate of Occupancy.** A ~~local government~~The Town may, upon completion of work or activity undertaken pursuant to a development approval, make final inspections and issue a certificate of compliance or occupancy if staff finds that the completed work complies with all applicable State and local laws and with the terms of the approval. No building, structure, or use of land that is subject to a building permit required by Article 11 of this ~~Chapter~~UDO shall be occupied or used until a certificate of occupancy or temporary certificate pursuant to G.S. 160D-1114 has been issued.

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~~(h)~~H. **Optional Communication Requirements.** A regulation adopted pursuant to this ~~Chapter~~UDO may require notice and/or informational meetings as part of the administrative decision-making process.

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~~(i)~~ Application requirements for all development approvals are listed in Appendix 2.

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#### D-404. Enforcement.

A. ~~(a)~~ **Notices of Violation.** When staff determines work or activity has been undertaken in violation of a development regulation or any State law delegated to the ~~local government~~Town for enforcement purposes in lieu of the State or in violation of the terms of a development approval, a written notice of violation may be issued. The notice of violation shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the ~~local government~~Town that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud. Except as provided by G.S. 160D-1123 or G.S. 160D-1206 or otherwise provided by law, a notice of violation may be appealed to the board of adjustment pursuant to G.S. 160D-405.

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B. ~~(b)~~ **Stop Work Orders.** Whenever any work or activity subject to regulation pursuant to this ~~Chapter~~UDO or other applicable local development regulation or any State law delegated to the ~~local government~~Town for enforcement purposes in lieu of the State is undertaken in substantial violation of any State or local law, or in a manner that endangers life or property, staff may order the specific part of the work or activity that is in violation or presents such a hazard to be immediately stopped. The order shall be in writing, directed to the person doing the work or activity, and shall state the specific work or activity to be stopped, the reasons therefor, and the conditions under which the work or activity may be resumed. A copy of the order shall be delivered to the holder of the development approval and to the owner of the property involved (if that person is not the holder of the development approval) by personal delivery, electronic delivery, or first-class mail. The person or persons delivering the stop work order shall certify to the ~~local government~~Town that the order was delivered and that certificate shall be deemed conclusive in the absence of fraud. Except as provided by G.S. 160D-1112 and G.S. 160D-1208, a stop work order may be appealed pursuant to G.S. 160D-405. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor.

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#### C. ~~(c)~~ **Remedies.**

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1. ~~(1)~~ Subject to the provisions of the development regulation, any development regulation adopted pursuant to authority conferred by this ~~Chapter~~UDO may be enforced by any remedy provided by G.S. 160A-175 or G.S. 153A-123. If a building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, or land is used or developed in violation of this ~~Chapter~~UDO or of any development regulation or other regulation made under

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authority of this ChapterUDO, the local governmentTown, in addition to other remedies, may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, use, or development; to restrain, correct or abate the violation; to prevent occupancy of the building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about the premises.

2. (2) When a development regulation adopted pursuant to authority conferred by this ChapterUDO is to be applied or enforced in any area outside the planning and development regulation jurisdiction of a cityTown as set forth in Article 2 of this ChapterUDO, the cityTown and the property owner shall certify that the application or enforcement of the cityTown development regulation is not under coercion or otherwise based on representation by the cityTown that the city'sTown's development approval would be withheld without the application or enforcement of the cityTown development regulation outside the jurisdiction of the cityTown. The certification may be evidenced by a signed statement of the parties on any development approval.

3. (3) In case any building, structure, site, area, or object designated as a historic landmark or located within a historic district designated pursuant to this ChapterUDO is about to be demolished whether as the result of deliberate neglect or otherwise, materially altered, remodeled, removed, or destroyed, except in compliance with the development regulation or other provisions of this ChapterUDO, the local governmentTown, the historic preservation commission, or other party aggrieved by such action may institute any appropriate action or proceedings to prevent such unlawful demolition, destruction, material alteration, remodeling, or removal, to restrain, correct, or abate such violation, or to prevent any illegal act or conduct with respect to such building, structure, site, area, or object. Such remedies shall be in addition to any others authorized by this ChapterUDO for violation of an ordinance. (2019-111, s. 2.4.)

#### D-405. Appeals of administrative decisions.

A. (a) **Appeals.** Except as provided in subsection (c) of this section, appeals of decisions made by the staff under this ChapterUDO shall be made to the board of adjustment. Appeal of a decision made pursuant to an erosion and sedimentation control regulation, a stormwater control regulation, or a provision of the housing code shall not be made to the board of adjustment unless required by a local governmentTown ordinance or code provision.

B. (b) **Standing.** Any person who has standing under G.S. 160D-1402(c) or the Town may appeal an administrative decision to the board of adjustment. An appeal is taken by filing a notice of appeal with the Town Clerk. The notice of appeal shall state the grounds for the appeal.

C. (c) **Judicial Challenge.** A person with standing may bring a separate and original civil action to challenge the constitutionality of an ordinance or development regulation, or whether the ordinance or development regulation is ultra vires, preempted, or otherwise in excess of statutory authority, without filing an appeal under subsection (a) of this section.

D. (d) **Time to Appeal.** The owner or other party shall have 30 days from receipt of the written notice of the determination within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the determination within which to file an appeal. In the absence of evidence to the contrary, notice given pursuant to G.S. 160D-403(b) by first-class mail shall be deemed received on the third business day following deposit of the notice for mailing with the United States Postal Service.

E. (e) **Record of Decision.** The official who made the decision shall transmit to the board all documents and exhibits constituting the record upon which the decision appealed from is taken. The official shall also provide a copy of the record to the appellant and to the owner of the property that is the subject of the appeal if the appellant is not the owner.

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**F. (f) Stays.** An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from and accrual of any fines assessed unless the official who made the decision certifies to the board after notice of appeal has been filed that, because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or, because the violation is transitory in nature, a stay would seriously interfere with enforcement of the development regulation. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the board shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a development approval or otherwise affirming that a proposed use of property is consistent with the development regulation shall not stay the further review of an application for development approvals to use such property; in these situations, the appellant or local government/Town may request and the board may grant a stay of a final decision of development approval applications, including building permits affected by the issue being appealed.

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**G. (g) Alternative Dispute Resolution.** The parties to an appeal that has been made under this section may agree to mediation or other forms of alternative dispute resolution. The development regulation may set standards and procedures to facilitate and manage such voluntary alternative dispute resolution.

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#### **D-406. Quasi-judicial procedure.**

**A. (a) Process Required.** The applicable decision-making body shall follow the statutory procedures for all quasi-judicial development decisions, including variances, special use permits, certificates of appropriateness, and appeals of administrative determinations. These requirements are set forth in this Section D-406.

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**B. (b) Notice of Hearing.** Notice of evidentiary hearings conducted pursuant to this Chapter/UDO shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the local development regulation. In the absence of evidence to the contrary, the local government/Town may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the local government/Town shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.

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**C. (c) Administrative Materials.** The administrator/Administrator or staff to the board shall transmit to the board all applications, reports, and written materials relevant to the matter being considered. The administrative materials may be distributed to the members of the board prior to the hearing if at the same time they are distributed to the board a copy is also provided to the appellant or applicant and to the landowner if that person is not the appellant or applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.

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**(d) Presentation of Evidence.** The applicant, the local government/Town, and any person who would have standing to appeal the decision under G.S. 160D-1402(c) shall have the right to participate as a party at the evidentiary hearing. Other witnesses may present competent, material, and substantial evidence that is not repetitive as allowed by the board.

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**D.** Objections regarding jurisdictional and evidentiary issues, including, but not limited to, the timeliness of an appeal or the standing of a party, may be made to the board. The board chair shall rule on any objections, and the chair's rulings may be appealed to the full board. These rulings are also subject to judicial review pursuant to G.S. 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.

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E. ~~(e)~~ **Appearance of Official; New Issues.** The official who made the decision or the person currently occupying that position, if the decision maker is no longer employed by the ~~local government~~Town, shall be present at the evidentiary hearing as a witness. The appellant shall not be limited at the hearing to matters stated in a notice of appeal. If any party or the ~~local government~~Town would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the board shall continue the hearing.

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F. ~~(f)~~ **Oaths.** The chair of the board or any member acting as chair and the clerk to the board are authorized to administer oaths to witnesses in any matter coming before the board. Any person who, while under oath during a proceeding before the board determining a quasi-judicial matter, willfully swears falsely is guilty of a Class 1 misdemeanor.

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G. ~~(g)~~ **Subpoenas.** The board making a quasi-judicial decision under this ~~Chapter~~UDO through the chair or, in the chair's absence, anyone acting as chair may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, the applicant, the ~~local government~~Town, and any person with standing under G.S. 160D-1402(c) may make a written request to the chair explaining why it is necessary for certain witnesses or evidence to be compelled. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be immediately appealed to the full board. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the board or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.

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H. ~~(h)~~ **Appeals in Nature of Certiorari.** When hearing an appeal pursuant to G.S. 160D-947(e) or any other appeal in the nature of certiorari, the hearing shall be based on the record below, and the scope of review shall be as provided in G.S. 160D-1402(j).

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I. ~~(i)~~ **Voting.** The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter under G.S. 160D-109(d) shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

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J. ~~(j)~~ **Decisions.** The board shall determine contested facts and make its decision within a reasonable time. When hearing an appeal, the board may reverse or affirm, wholly or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The board shall have all the powers of the official who made the decision. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing, reflect the board's determination of contested facts and their application to the applicable standards, and be approved by the board and signed by the chair or other duly authorized member of the board. A quasi-judicial decision is effective upon filing the written decision with the clerk to the board or such other office or official as the development regulation specifies. The decision of the board shall be delivered within a reasonable time by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and any person who has submitted a written request for a copy prior to the date the decision becomes effective. The person required to provide notice shall certify to the ~~local government~~Town that proper notice has been made, and the certificate shall be deemed conclusive in the absence of fraud.

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K. ~~(k)~~ **Judicial Review.** Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of certiorari pursuant to G.S. 160D-1402. Appeals shall be filed within the times specified in G.S. 160D-1405(d).

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## **Article 5. Planning.**

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### **D-501. Plans.**

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(a) **Preparation of Plans and Studies.** The Town has adopted, and reasonably ~~maintain~~maintains, a comprehensive plan that sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction.

A. A comprehensive plan is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs. Planning analysis may address inventories of existing conditions and assess future trends regarding demographics and economic, environmental, and cultural factors. The planning process shall include opportunities for citizen engagement in plan preparation and adoption. In addition to a comprehensive plan, a ~~local government~~Town may prepare and adopt such other plans as deemed appropriate. This may include, but is not limited to, land-use plans, small area plans, neighborhood plans, hazard mitigation plans, transportation plans, housing plans, and recreation and open space plans. If adopted pursuant to the process set forth in this section, such plans shall be considered in review of proposed zoning amendments.

B. (b) **Contents.** A comprehensive plan may, among other topics, address any of the following as determined by the ~~local government~~Town that are identified in N.C.G.S. 160D-501:

1. (c) ~~Issues and opportunities facing the Town, including consideration of trends, values expressed by citizens, community vision, and guiding principles for growth and development.~~
2. ~~The pattern of desired growth and development and civic design, including the location, distribution, and characteristics of future land uses, urban form, utilities, and transportation networks.~~
3. ~~Employment opportunities, economic development, and community development.~~
4. ~~Acceptable levels of public services and infrastructure to support development, including water, waste disposal, utilities, emergency services, transportation, education, recreation, community facilities, and other public services, including plans and policies for provision of and financing for public infrastructure.~~
5. ~~Housing with a range of types and affordability to accommodate persons and households of all types and income levels.~~
6. ~~Recreation and open spaces.~~
7. ~~Mitigation of natural hazards such as flooding, winds, wildfires, and unstable lands.~~
8. ~~Protection of the environment and natural resources, including agricultural resources, mineral resources, and water and air quality.~~
9. ~~Protection of significant architectural, scenic, cultural, historical, or archaeological resources.~~
10. ~~Analysis and evaluation of implementation measures, including regulations, public investments, and educational programs.~~

**Adoption and Effect of Plans.** Plans shall be adopted by the ~~governing board~~Town Council with the advice and consultation of the planning board. Adoption and amendment of a comprehensive plan is a legislative decision and shall follow the process mandated for zoning text amendments set by G.S. 160D-601. Plans adopted under this ~~Chapter~~UDO may be undertaken and adopted as part of or in conjunction with plans required under other statutes, including, but not limited to, the plans required by G.S. 113A-110. Plans adopted under this ~~Chapter~~UDO shall be advisory in nature without independent regulatory effect. Plans adopted under this ~~Chapter~~UDO do not expand, diminish, or alter the scope of authority for development regulations adopted under this ~~Chapter~~UDO. Plans adopted under this ~~Chapter~~UDO shall be considered by the planning board and ~~governing board~~Town Council when considering proposed amendments to zoning regulations as required by G.S. 160D-604 and G.S. 160D-605.

C. If a plan is deemed amended by G.S. 160D-605 by virtue of adoption of a zoning amendment that is inconsistent with the plan, that amendment shall be noted in the plan. However, if the plan is one that requires review and approval subject to G.S. 113A-110, the plan amendment shall not be effective until that review and approval is completed.

D-502. Grants, contracts, and technical assistance. [reserved]

D-503. Coordination of planning. [reserved]

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## Article 6. Development Regulation. (Overview of Procedures for Adopting and Amending UDO Text or Rezoning)

### D-601. Procedure for adopting, amending, or repealing development regulations.

- A. (a) Hearing with Published Notice.** Before adopting, amending, or repealing any ordinance or development regulation authorized by this ChapterUDO, the governing boardTown Council shall hold a legislative hearing. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.
- B. (b) Notice to Military Bases.** [reserved]
- C. (c) Adoption of Development Regulations by Ordinance.** A development regulation adopted pursuant to this ChapterUDO shall be adopted by ordinance.
- D. (d) Down-Zoning: Property Owner Consent Required.** No amendment to zoning regulations or a zoning map that down-zones property shall be initiated nor is it enforceable without the written consent of all property owners whose property is the subject of the down-zoning amendment, unless the down-zoning amendment is initiated by the local governmentTown. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways: (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage. (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.

**D-602. Notice of hearing on proposed zoning map amendments.** Notices on proposed zoning map amendments, specifically including amendments to CZ districts, shall be provided in accordance with N.S.G.S. 160D-602. Additionally, the person proposing the map amendment to neighboring property owners and residents and may require the person proposing the zoning map amendment to report on any communication with neighboring property owners and residents. Specifically, notification of the public hearing shall be made in the following manner:

- A.** A notice shall be published in the newspaper having general circulation in the area once a week for two successive weeks, the first notice to be published not less than ten days, nor more than 25 days prior to the date established for the hearing. In computing such time the date of publication is not to be included but the date of the hearing shall be included.
- B.** A notice shall be conspicuously placed in the town hall not less than ten days, nor more than 25 days before the date established for the public hearing. However, failure to post a notice as provided by this section shall not invalidate any action taken with regard to the application.
- C.** A notice shall be prominently posted on the subject property or on an adjacent public street or highway right-of-way. When an application concerns multiple parcels, a posting on each individual parcel is not required, but sufficient notices shall be posted to provide reasonable notice to interested persons.
- D.** A notice shall be sent by first class mail to all owners of parcels of land abutting the subject property. The owners shall be identified by county tax listings and the notice shall be sent to the last address listed for each owner on the county tax abstracts. The notice shall be deposited in the mail at least ten, but not more than 25, days before the date of the public hearing. In computing notice periods under this section, the date of mailing is not to be included, but the date of the hearing shall be included.
- E.** A notice shall be sent by first class mail to the owner of the subject property. The owner shall be identified by county tax listings and the notice shall be sent to the last address listed for the owner on the county tax abstracts. This notice shall be deposited in the mail at least ten, but not more than 25, days before the date of the public hearing. In computing notice periods under this section, the date of mailing is not to be included, but the date of the hearing shall be included.

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F. The Administrator shall certify that the requirements of subsections (a)—(d) of this section have been met. The Town shall charge the applicant a separate fee to cover costs incurred.

**D-603. Citizen comments, and input (Public Hearing before Council).** If any resident or property owner in the local governmentTown submits a written statement regarding a proposed amendment, modification, or repeal to a zoning regulation, including a text or map amendment, to the Town Clerk at least two business days prior to the proposed vote on such change, the Town Clerk shall deliver such written statement to the governing boardTown Council. If the proposed change is the subject of a quasi-judicial proceeding under G.S. 160D-705 or any other statute, the Town Clerk shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the board shall not disqualify any member of the board from voting.

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**D-604. Planning board review and comment.** All proposed amendments to this UDO or zoning map (specifically including any CZ rezoning) shall be submitted to the planningPlanning board for review and comment. If no written report is received from the planning board within 30 days of referral of the amendment to the Planning Board, the governing boardTown Council may act on the amendment without the planning board report. The governing boardTown Council is not bound by the recommendations, if any, of the planning boardPlanning Board.

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**D-605. Governing board statement.**

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**A. (a) Plan Consistency.** When adopting or rejecting any zoning text or map amendment, the governing boardTown Council shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing boardTown Council that at the time of action on the amendment the governing boardTown Council was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment shall be required. A plan amendment and a zoning amendment may be considered concurrently. The plan consistency statement is not subject to judicial review. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing boardTown Council statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.

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**B. (b) Additional Reasonableness Statement for Rezonings.** When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing boardTown Council. This statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment. If a zoning map amendment qualifies as a "large-scale rezoning" under G.S. 160D-602(b), the governing boardTown Council statement on reasonableness may address the overall rezoning.

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**C. (c) Single Statement Permissible.** The statement of reasonableness and the plan consistency statement required by this section may be approved as a single statement.

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**D-606 Voting Majority Vote Sufficient on First Reading.** A legislative decision for development regulation on a matter for which there has been a public hearing as set forth herein is permitted on first reading by simple majority vote. There is no need for two-thirds majority on first reading, as was required for cities under prior law.

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~~[INSERT GRAPHIC SHOWING PROCESS STEPS IN A LEGISLATIVE DECISION CONSISTENT WITH THIS ARTICLE 6]~~  
**D-607 Weddington Specific Process Steps for Legislative Decisions.** The specific process steps for the various legislative decisions contemplated by this UDO are as follows:

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**A. Text Amendment to this UDO.**

1. **Application.** See **Appendix 2**.
2. **Staff review.** Staff reviews a requested text amendment and all relevant information. Staff then typically prepares a written report and provide any recommendations to the Planning Board and Town Council.
3. **Planning Board review and recommendation.** The Planning Board shall review a requested text amendment and make a recommendation to Town Council. Upon making a recommendation, the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Council.
4. **Public Hearing (after notice as provided above; including citizen comment as noted above).**
5. **Council Decision.** Decisions regarding text amendments are legislative decisions. The Town Council shall have the authority to:
  - a. Adopt proposed text amendment as written;
  - b. Adopt the proposed amendment as revised by the Planning Board or Town Council ; or
  - c. Reject the proposed text amendment.

**B. Zoning Map Change (that is not a conditional zoning request)**

1. **Application.** See **Appendix 2**.
2. **Staff review.** Staff reviews a requested zoning map change and additional relevant information such as the land plan. Staff then typically prepares a written report and provide any recommendations to the Planning Board and Town Council.
3. **Planning Board review and recommendation.** The Planning Board shall review a requested zoning map change and make a recommendation to Town Council. Upon making a recommendation, the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Council.
4. **Public Hearing (after notice as provided above; including citizen comment as noted above).**
5. **Council decision.** Decisions regarding zoning map changes are legislative decisions. The Town Council shall have the authority to:
  - a. Adopt proposed zoning map amendment as presented; or
  - b. Reject the proposed zoning map amendment

**C. Conditional Rezoning.**

1. **Preapplication meeting (required for conservation residential development only).** Any person contemplating a conditional rezoning is strongly encouraged to have a preapplication meeting with the Administrator in order that questions may be answered and that the applicant may gain a better understanding of the requirements of this UDO. A preapplication meeting is required for conservation residential developments.
2. **Existing Resource/Site Analysis Plan and Yield Plan (conservation residential development only).** The following information shall be submitted for all proposed conservation residential developments:



- a. Existing resources and site analysis plan, which shall be prepared to provide the developer and the Town with a comprehensive analysis of existing conditions, both on the proposed development site and within 500 feet of the site (for tracts of 100 acres or less) or 1,000 feet of the site (for tracts over 100 acres).
- b. A yield plan. A yield plan designed to be density neutral (i.e., allow for the same number of lots as could be platted under applicable subdivision requirements as a conventional subdivision, with a minimum lot size of 40,000 square feet). Yield plans must show all proposed lots, streets, rights-of-way, and other pertinent features that would be required for a sketch plan for major conventional subdivisions as identified in Appendix 2b. Although the yield plan must be drawn to scale, it need not be based on a field survey. However, the yield plan must be a realistic layout reflecting a development pattern that could reasonably be expected to be implemented, considering the presence of wetlands, floodplains, steep slopes, existing easements or encumbrances and, if unsewered, the suitability of soils for subsurface sewage disposal.

**3. On Site Visit and Charette Process (conservation residential development only).**

- a. **On-site visit/charrette.** After preparing the existing resources and site analysis map and prior to the submission of the site plan, the Applicant shall schedule time to walk the property with the Administrator, Planning Board members, and adjacent property owners. The purpose of this visit is to familiarize staff and Planning Board members with the property's special features, and to provide them an informal opportunity to offer guidance to the applicant regarding the tentative location of secondary conservation areas, potential house locations and street alignments. A notice giving the date, time and purpose of the meeting shall be sent by the Town to adjacent property owners at least ten days prior to the site walk. The Applicant shall distribute copies of the existing resources and site analysis plan at the on-site meeting. Applicants, their site designers, and the landowner shall participate to show the Town the property's special features. Comments made by town officials or staff and consultants shall be interpreted as being only suggestive and advisory. It shall be understood by all parties that no formal recommendations can be offered, and no official decisions can be made during this on-site visit. It is a work session of the Planning Board and is duly noticed in the standard manner for all public meetings.
- b. **Design charrette.** Immediately following the site visit the applicant shall sit down with the Administrator and on-site visit attendees to review the findings and begin the four-step process below. Sketch plans shall be prepared as "overlay sheets" to be lain on top of the existing resources and site analysis plan, both prepared at the same scale, to facilitate cross-comparison.
  - i. **Step one: Designation of conservation lands.** During the first step, all potential conservation areas, both primary and secondary, shall be identified, using the existing features/site analysis map. Primary conservation areas shall consist of those features described in section D-901(c)(20). Secondary conservation areas shall comprise at least half of the remaining land and shall include the most sensitive and noteworthy natural, scenic, and cultural resources as described in section D-901(c)(20). Guidance as to which parts of the remaining land to classify secondary conservation areas shall be based upon discussions at the on-site meeting plus the design standards and specific conservation standards in section D-901(c)(20). An overall goal is to minimize fragmentation of the conservation lands and to maximize connectivity among its parts, and with conservation lands on adjoining properties.
  - ii. **Step two: House site location.** During the second step, potential house sites are tentatively located. Generally, house sites should be located no closer than 100 feet from primary conservation areas. Such sites may be situated 50 feet from secondary conservation areas to permit the enjoyment of scenic views without negatively impacting primary conservation areas.
  - iii. **Step three: Street alignment and trail networks.** The third step consists of aligning proposed streets to provide vehicular access to each house in the most reasonable

and economical manner, and in laying out a network of informal trails connecting neighborhood areas with open space features within the conservation lands. When lots and access streets are laid out, they shall be located in such a way that avoids or at least minimizes impacts on both primary and secondary conservation areas.

- iv. Step four: Drawing in the lot lines. The fourth step consists of drawing in lot lines around potential house sites. Each lot must contain a buildable area of sufficient size to accommodate a single-family detached dwelling and customary accessory uses, including, but not limited to, storage buildings and garages, patios and decks, lawns, and driveways. Individual wells and septic systems, where these are to be provided, may be located within the undivided conservation lands if sufficient space is not available on the lots.

**4. Application, including Site Plan.** See Appendix 2B for requirements.

**5. Community Meeting.**

- a. Before the Planning Board review, the applicant must provide the Administrator with a written report of at least one community meeting held by the applicant.
- b. Reasonable notice of the required community meeting must be given to nearby property owners and to affected and interested parties in accordance with public notice policies. Such notice shall, at a minimum, be given as follows:
  - i. A notice shall be sent by first class mail by the Town to adjacent property owners within 1,300 linear feet, as measured from the exterior boundaries of the proposed development up to the Town limits, not less than ten days prior to the date of the meeting. The notification shall contain information regarding the meeting time and locations as well as a general description of the proposal. The applicant shall reimburse the Town for all expenses incurred for such notifications.
  - ii. A meeting notification sign shall be posted by the Town in a conspicuous place at the property not less than ten days prior to the meeting.
- c. The Applicant's report to the staff, which shall be included in the planning board report, shall include a listing of persons and organizations contacted about the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the application made by the applicant as a result of the meeting.
- d. The adequacy of the meeting and the meeting report must be considered by the Planning Board but is not subject to judicial review.

**6. Staff Review and Report.** Staff shall review the site plan and all relevant information and prepare a report.

**7. Planning Board review and recommendation.** The Planning Board shall review a requested zoning map change and make a recommendation to Town Council. Upon making a recommendation, the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Council.

**8. Public Hearing Before Council (after notice as provided above; including citizen comment as noted above).**

**9. Council Decision.**

- a. Conditional zoning district decisions are a legislative process. Conditional zoning district decisions shall take into account applicable adopted land use plans for the area and other adopted land use policy documents and/or ordinances.
- b. A statement analyzing the reasonableness of the proposed rezoning shall be prepared for each application for a rezoning to a conditional district and evaluated by the Town Council.
- c. The Town Council shall have the authority to:
  - i. Approve the application as submitted;
  - ii. Deny approval of the application;

- iii. Approve the application with modifications that are agreed to by the applicant; or
- iv. Submit the application to the Planning Board for further study. The application may be resubmitted to the Planning Board with any modifications that are agreed to by the applicant. The Planning Board shall have up to 30 days from the date of such submission to make a report to the Town Council. Once the Planning Board issues its report, or if no report is issued within that time period, the Town Council can take action on the application in accordance with this subsection.
- d. In the Town Council's sole discretion, it may hold additional public hearings on an application at any time before it takes a final vote to approve or deny that application.
- e. In approving an application for the reclassification of a piece of property to a conditional zoning district, the planning board may recommend, and the Town Council may request that reasonable and appropriate conditions be attached to approval of the application. Any such conditions may relate to the relationship of the proposed use to the surrounding property, to proposed support facilities (e.g., parking areas, pedestrian circulation systems), to screening and landscaping, to the timing of development, to street and right-of-way improvements, to water and sewer improvements, to provision of open space, or to any other matters that the planning board or town council may find appropriate or the applicant may propose. Such conditions to approval may include dedication of right-of-way or easements for streets and/or utilities to serve the development. The applicant shall have a reasonable opportunity to consider and respond to any such proposed conditions prior to final action by the Town Council.

**D-608 Weddington Specific Process Steps for Quasi-Judicial Decisions.**

**A. Variance.** See Section D-705.

**B. Appeal of Decision of Administrator.** See Section D-705.

**D-609 Weddington Specific Process Steps for Administrative Decisions.**

**A. Preliminary Plats.** See Article 8.

**B. Construction Drawings.**

1. Construction documents and plans for all road improvements, stormwater detention, preconstruction and postconstruction best management practices and grading, soil and erosion control shall be reviewed to confirm compliance with applicable provisions of this UDO. Additionally, detailed landscaping plans and detailed elevations for non-single family buildings shall also be reviewed for compliance with applicable provisions of this UDO. Documents subject to review under this subsection will be referred to generically as construction documents.
2. The applicant shall submit all construction documents to the Town's Administrator for review. See **Appendix 2** for submittal requirements.
3. The applicant shall reimburse the Town for all costs and expenses the Town incurs in reviewing construction documents.
4. The Administrator will approve all construction documents unless they violate the standards of this UDO.
5. No construction or development contemplated by any construction document may begin unless and until the Administrator has approved that construction document in accordance with this UDO.

**C. Final Plat.** See Article 8.

**D. Erosion Control Permits.** Submittal requirements for a zoning permit are listed in **Appendix 2**.

**E. Zoning Permit.** It shall be unlawful to commence the excavation or filling of any lot for the construction of a building or structure, or to begin the construction of any building or structure or part thereof, or to erect or replace a sign (except as permitted in section 58-145, see **Appendix 3**) or to move, alter or add to any structure, or to begin the development of land, until the Administrator has issued a zoning permit for such work. No zoning permit shall be issued except in conformity with the provisions of this UDO.

1. Application for zoning permit. Submittal requirements for a certificate of compliance are listed in **Appendix 2**.

2. Approval process. The Administrator shall review the application, examine the plans and specifications, and may inspect the premises upon which the proposed structure is to be built. A permit shall be issued or denied within 30 working days of receipt of the application. Failure to issue a zoning permit shall constitute denial. After obtaining a zoning permit from the Administrator, the applicant shall apply to the county for a building permit.
3. Expiration of zoning permit. Any zoning permit shall become invalid unless the work authorized by it shall have been substantially begun within a period of six months of the date of issue of the permit. Once a zoning permit has expired, construction work on the lots in question cannot proceed until a new zoning permit is issued.

**F. Building Permit.** As of the date of this UDO, Union County is responsible for the review and approval of building permits. In connection with applying for a building permit, an applicant applies for a zoning permit from the Town. Union County will not issue a building permit until the Town issues a zoning permit.

**G. Certificate of Compliance.** No building hereafter erected or structurally altered or changed in use shall be used or occupied until a certificate of compliance has been issued by the Administrator. The certificate of compliance shall state that the building or portion of a building is in compliance with the provisions of this chapter, and with the information stated on the zoning permit. Submittal requirements for a certificate of compliance are listed in Appendix 2.

**H. Certificate of Occupancy.** Additionally, Union County is responsible for the review and approval of certificates of occupancy (CO) upon completion of building. In connection with applying for a CO, an applicant applies for a certificate of compliance from the Town. Union County will not issue a CO until the Town issues a certificate of compliance.

**I. Sign Permits.** Submittal requirements for a sign permit are listed in Appendix 2. See Appendix 3 (sign ordinance) for standards and procedures.

**J. Various Temporary Use Permits.** Submittal requirements for a zoning permit are listed in Appendix 2.

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## Article 7. Zoning Regulation.

**D-701. Purposes.** These zoning regulations are made in accordance with the Town's comprehensive plan and are designed to promote the public health, safety, and general welfare. To that end, the regulations are intended to address the following public purposes: to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to lessen congestion in the streets; to secure safety from fire, panic, and dangers; to facilitate the efficient and adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and to promote the health, safety, morals, or general welfare of the community. The regulations shall be made with reasonable consideration, among other things, as to the character of the zoning district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the local government's Town's planning and development regulation jurisdiction. The regulations may not include, as a basis for denying a zoning or rezoning request from a school, The purposes set forth in the level of service of a road facility or facilities abutting the school or proximately located to the school. Land Use Plan are also incorporated herein by reference.

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Specifically, the zoning regulations set forth herein are intended to:

- (1) — Conserve open land, including those areas containing unique and sensitive natural features such as forestlands, steep slopes, streams, floodplains and wetlands, by setting them aside from development.
- (2) — Provide design flexibility and efficiency in the siting of services and infrastructure.
- (3) — Reduce erosion and sedimentation by the retention of existing vegetation, and the minimization of development on steep slopes.
- (4) — Provide alternative lot sizes to accommodate a variety of age and income groups, and broader residential preferences, so that the community's population diversity may be enhanced.
- (5) — Implement adopted land use and development policies, as contained in the town's land use plan, which may be revised from time to time.
- (6) — Protect areas with productive agricultural soils for continued or future agricultural use by conserving blocks of land large enough to allow for efficient farm operations.
- (7) — Create neighborhoods with direct visual access to open land, with amenities in the form of neighborhood conservation lands, and with a strong neighborhood identity.
- (8) — Provide for the conservation and maintenance of open land within the town to achieve the aforementioned purposes and for active or passive recreational use by residents.
- (9) — Provide multiple options for landowners in order to minimize impacts on environmental resources (sensitive lands such as wetlands, floodplains, and steep slopes) and disturbance of natural or cultural features such as mature forestlands, hedgerows and tree lines, critical wildlife habitats, historic sites, and fieldstone walls.

(10) — Provide standards reflecting the varying circumstances and interests of individual landowners, and the individual characteristics of their properties.

(11) — Conserve scenic views and the town's residential character, and to minimize visual density, by minimizing views of new development from existing roads.

(12) — Regulate the height, number of stories, and size of buildings and other structures; the percentage of lot that may be occupied; the location and use of buildings, structures and land for trade and residence, and other purposes, so as to lessen congestion in the streets.

(13) — Secure safety from fire, panic and other dangers; to promote the public health, safety and general welfare; to provide adequate light and air.

(14) — Prevent overcrowding of land.

(15) — Promote economy in governmental expenditures; and

(16) — Encourage the most appropriate use of land, buildings, and other structures within the area of jurisdiction of this chapter.

(b) — The zoning districts and maps have been made with due consideration of future growth, development, and change in land development according to objectives expressed in the land development plan for the development of the community, as well as with due consideration of existing development and uses of land within the town.

(c) — These regulations and districts represent reasonable consideration of the character of the districts and their peculiar suitability for particular uses of land and have been made with a view to preserving the existing environment, and assuring the development of a future environment that realizes the most appropriate use and enjoyment of land throughout the town. This is balanced against the necessary protection of the values of buildings and land and the use and enjoyment of land on adjacent properties, and with the objective of promoting and protecting the public welfare through the regulation of land use and the process of land development.

**D-702.- Grant of power; Limitations regarding regulation of "building design elements".**

A. N.C.G.S. 160D-702 authorizes the Town to adopt zoning regulations. N.C.G.S. 160D-702 specifically limits the application of any regulation relating to building design elements. Specifically any regulation relating to building design elements adopted under this ChapterUDO may not be applied to any structures subject to regulation under the North Carolina Residential Code for One- and Two-Family Dwellings except under one or more of the following circumstances:

1. (1) The structures are located in an area designated as a local historic district pursuant to Part 4 of Article 9 of this ChapterUDO.
2. (2) The structures are located in an area designated as a historic district on the National Register of Historic Places.
3. (3) The structures are individually designated as local, State, or national historic landmarks.
4. (4) The regulations are directly and substantially related to the requirements of applicable safety codes adopted under G.S. 143-138.
5. (5) Where the regulations are applied to manufactured housing in a manner consistent with G.S. 160D-908 and federal law.
6. (6) Where the regulations are adopted as a condition of participation in the National Flood Insurance Program.

B. Regulations prohibited by this subsection may not be applied, directly or indirectly, in any zoning district or conditional district unless voluntarily consented to by the owners of all the property to which those regulations may be applied as part of and in the course of the process of seeking and obtaining a zoning amendment or a zoning, subdivision, or development approval, nor may any such regulations be applied indirectly as part of a review pursuant to G.S. 160D-604 or G.S. 160D-605 of any proposed zoning amendment for consistency with an adopted comprehensive plan or other applicable officially adopted plan.

C. For the purposes of this subsection, the phrase "building design elements" means exterior building color; type or style of exterior cladding material; style or materials of roof structures or porches; exterior nonstructural architectural ornamentation; location or architectural styling of windows and doors, including garage doors; the number and types of rooms; and the interior layout of rooms. The phrase "building design elements" does not include any of the following: (i) the height, bulk, orientation, or location of a structure on a zoning lot, (ii) the use of buffering or screening to minimize visual impacts, to mitigate the impacts of light and noise, or to protect the privacy of neighbors, or (iii) regulations adopted pursuant to this Article governing the permitted uses of land or structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.

D. Nothing in this subsection shall affect the validity or enforceability of private covenants or other contractual agreements among property owners relating to building design elements.

**D-703.- Zoning Districts and Permitted Uses**

**A. Zoning districts-- Zoning Map.**

B-1. Conventional Districts. The Town's existing conventional zoning districts are as follows--:

- R-80

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- R-60
- R-40
- R-40(D)
- R-CD
- RE
- ~~MX~~
- ED

## 2. Conditional Zoning Districts.

c.a. As of the date of this UDO, the Town has ~~two~~three existing Conditional Zoning (CZ ) districts as follows:

- B-1 (CZ)
- B-2 (CZ)
- ~~MX (CZ)~~

b. Additionally, ~~this UDO permits~~ property owners ~~to may~~ petition the Town Council to consider creating conditional zoning (CZ) districts on a site-specific basis.

c. CZ districts are zoning districts in which the development and use of the property is subject to the rules, regulations, and conditions imposed as part of the legislative decision creating the district and applying the CZ district, and the agreed upon site-specific development requirements, to the particular property. All of the property specific standards and conditions (typically including a site plan) are incorporated into the zoning district regulations.

d. As provided in the Table of Permissible Uses some land uses are of such a nature or scale that they have significant impacts on both the immediately surrounding area and/or the entire community that cannot be predetermined and controlled by general district standards and thus are only permitted with a Conditional Zoning district rezoning approval. Additionally, there may be instances where a general zoning district designation is clearly inappropriate for a certain property, but a specific use permitted under that district and subject to restrictive conditions would be consistent with the spirit and objectives of this Ordinance and applicable land plans. Both of these circumstances are reasonably addressed through a Conditional Zoning process.

~~The process for approval of a CZ district is explained in Article 6.~~

e. The rezoning of any parcel of land to a CZ district shall be a voluntary process initiated by the property owner or his authorized agent.

f. To provide guidance and information ~~to applicants~~, some rules, regulations and conditions that may be incorporated as part of the CZ zoning approval are identified in this UDO. Conditional Zoning is a legislative procedure under which the Town Council has the authority to increase, tighten, add, vary, modify or waive specific conditions or standards.

g. Once a property has been rezoned to a CZ, it shall be referenced with the letters "CZ" on the Zoning Map. <sup>2</sup>

h. ~~The process for approval of a CZ district is explained in greater detail in Article 6.~~

## 3. Downtown Overlay District. As of the date of this UDO, the Town has a single overlay district, the Downtown Overlay District.

a. Overview. The downtown overlay shall apply to those parcels designated as future business in the Town of Weddington Land Use Plan and zoning map. All commercial development proposed within any parcels included within this downtown overlay shall also be subject to the requirements of with the section above, and the conditional zoning application process.

b. Maintenance of shared facilities within the downtown overlay. The Town Council may require that the owners, or applicants, create, participate in, or be a signatory to a maintenance agreement with any or all other property owners located within the downtown overlay's



jurisdiction. The maintenance agreement shall provide for the maintenance of any shared facilities or spaces within the downtown overlay, potentially including but not limited to, shared open space, pathways, roadways, shared entrances, entryway monuments, decorative street lighting, stormwater facilities, and sewer/septic facilities. Existing property owners shall be allowed to join in any maintenance agreements.

**c. Access from thoroughfares.**

- i. Access to parcels within the overlay district from Providence Road shall be limited to the existing number of access points. Any existing access point may be shifted or modified to accommodate new development and/or parking, subject to council approval and provided the total number of access points is not increased.
- ii. Access to parcels within the overlay district from Weddington-Matthews Road shall be limited to one shared access point
- iii. The Town Council may require all applicants proposing new commercial development within the downtown overlay to coordinate with NCDOT and contribute to the cost of construction for the east-west collector road as shown in the local area regional transportation plan. The cost of the contribution will be approved by both the town council and NCDOT and may be placed into an escrow account, or a similar account, until sufficient funds are in place for construction of the road.

**d. Collector Road.** If and when the collector road is constructed, it shall be limited to one shared access point to parcels within the downtown overlay. The Town Council may require that maintenance of the collector road to be the responsibility of any or all of the owners within the downtown overlay, until the point that NCDOT takes over maintenance of the road.

**e. Connectivity within the Town Center.**

- i. Any proposed development site plan must create roadway stubs to connect with any or all adjacent parcels also located within the downtown overlay district.
- ii. Any proposed development site plan must create pedestrian pathway stubs to connect with any or all adjacent parcels also located within the downtown overlay district.
- iii. Any proposed development site plan must include clearly identifiable crosswalks to allow pedestrians to safely cross parking lots and interior streets.
- iv. Any proposed development site plan must coordinate with NCDOT and include sidewalks along the thoroughfare or the collector road. Maintenance of the sidewalks must be the responsibility of the property owner, or included within a maintenance agreement including several property owners.
- v. Any proposed development must include street trees and decorative street lighting to encourage pedestrian activity. All street trees must be included in the Town of Weddington's List of Acceptable Plant Species.

**f. Open space and natural features.**

- i. Any proposed development within the Town Center shall be required to provide ten percent open space. The development shall also be required to dedicate an additional ten percent of open space to create shared open spaces. The council will approve the location of any shared open space, and may require that the shared open space be located on the boundary of the parcel so that it can be combined with the shared open space of an adjoining parcel.
- ii. Any application for a conditional rezoning for property within the downtown overlay district shall include an environmental survey locating and detailing all natural features on the property, including but not limited to trees. The town council may require that any or all existing natural features on the property be preserved and/or maintained by the property owner as a condition of a conditional zoning approval.

**g. Design Standards.**

- i. New construction should align facades with those of any adjacent structures. Exceptions may be granted if the setback is pedestrian-oriented and contributes to the quality and character of the streetscape. An example would be for outdoor dining.

- ii. All roof equipment must be screened from public view and shall not be visible from the street.
  - iii. All exterior trash and storage areas, service yards, loading areas, transformers and air conditioning units must be screened from view. Camouflaging air conditioning units is an acceptable screening method. The screening must use the same materials, color and/or style as the primary building in order to be architecturally compatible with the adjacent building.
  - iv. Shared entry monuments located at shared access points shall be predominantly brick and compatible with existing entryway monuments within the downtown overlay district. Maintenance of the entry monument structures and any landscaping associated with the monuments shall be the responsibility of property owners within the downtown overlay district and/or signatories to the maintenance agreement.
  - v. Decorative street lighting shall be approved by the Town of Weddington, and must be installed within any new development proposed within the downtown overlay at the sole cost of the developer. The decorative street lighting should be placed at an appropriate and uniform distance along the roadways or pathways, and shall be coordinated with the spacing and locations of the lighting on adjoining parcels within the downtown overlay district.
  - vi. Proposed structures within the downtown overlay district must be designed in a manner that promotes adaptive reuse (as defined in Appendix 1 (Definitions)).
  - h. Location of Structures. Proposed structures within the downtown overlay should be located towards the exterior of the parcels (along the thoroughfares), and contain interior parking. The Town Council may approve structures located towards the interior of the parcels if more than one structure is proposed on the same parcel.
  - i. Possible Reduction in Parking Requirements (as part of CZ Process). As part of the conditional zoning process, the Town Council may reduce parking requirements by up to 50 percent if proposed development provides shared parking between more than one use or property owner.
  - j. Infrastructure. Any new development within the downtown overlay must connect to a sewer system, whether private or public, unless it is shown to be unreasonable to make the connection, or unless the applicant provides a suitable alternative.
- D-4. Zoning Map.** The Town's Zoning Map is incorporated herein by reference. The Zoning Map may be changed by Town Council from time-to-time in accordance with the procedures set forth herein.
- F-5. Permitted Uses, (by zoning district).**
- 1-a. By-right Uses. Certain primary uses of land are permitted "by right" (BR) in each conventional zoning district, provided all applicable provisions of this UDO (and any other applicable legal requirements) are satisfied. This UDO also provides for additional supplemental requirements (SR) that are applicable to a certain "by-right" uses of land as set forth in Article 9.
  - 2-b. Conditional Uses. Others primary uses of land are permitted through the CZ zoning process. This UDO also identifies, in some cases, supplemental requirements (SR) that are likely to be applicable and desirable in connection with any CZ approval. Additionally a property owner may petition the Town Council through the CZ zoning process to consider permitting primary uses that are not identified as permitted in this UDO (although the Town Council has no obligation to approve any such requests).
  - c. District Regulations. Unless a use is allowed as a permitted, been approved through a CZ zoning process or is a permitted nonconforming use as set forth in Article 1, then such use is expressly prohibited and such use shall constitute a violation of this UDO.
  - d. Permitted uses (BR and CZ) are identified in Table 1, Permitted Uses – Zoning Districts. Standard yard requirements (lot sizes and setbacks) are identified in Table 2, Yard Requirements and Setbacks – Zoning Districts.
  - e. Use specific regulations are set forth in Article 9.

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[\[Permitted Use Table on Following Page\]](#)

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Table of Permitted Uses							
Use	Supplemental Regulations	R-80	R-50	R-40	R-40(D)	R-CD	CD
single family dwellings		BR	BR	BR	BR	BR	-
mobile homes, classes a and b	-	BR	BR	BR	-	-	-
Agricultural uses	D-917D.A.	BR	BR	BR	-	BR	-
Agritourism		CZ	CZ	CZ	-	CZ	-
horse farm or academy	D-917D.B.	BR	BR	BR	-	BR	-
family care home for up to 6 clients	D-917D.C.	BR	BR	BR	BR	BR	-
Daycare center (Small Group)	-	BR	BR	BR	-	BR	-
two family dwellings	-	-	-	-	BR	-	-
Customary home occupations	D-917D.F.	BR	BR	BR	BR	BR	-
Traditional-Residential Development <=6 lots	D-917A	BR	BR	BR	-	BR	-
Traditional-Residential Development >6 lots	D-917A	CZ	CZ	CZ	-	CZ	-
conservation residential development	D-917A & D-917B.	-	-	-	-	CZ	-
					-		-
country clubs		CZ	CZ	CZ	-	CZ	-
churches, synagogues, and other places of worship	REF	CZ	CZ	CZ	-	CZ	-
Golf Courses, parks, playgrounds, and community rec centers	D-917D.J	CZ	CZ	CZ	-	CZ	-
emergency governmental service facilities, including police, fire, and rescue	-	CZ	CZ	CZ	CZ	CZ	-
Cemeteries	-	CZ	CZ	CZ	-	CZ	-
Essential services, classes I and IV	-	BR	BR	BR	BR	BR	-
Essential services, classes II and III	D-917D.I	CZ	CZ	CZ	-	CZ	-
Private Airstrips	D-917D.D.	CZ	CZ	CZ	-	-	-
telecommunication towers	D-930	CZ	CZ	CZ	CZ	CZ	-
Public libraries	-	CZ	CZ	CZ	-	CZ	-
Amateur radio towers	D-917D.E.	CZ	CZ	CZ	-	CZ	-
Government or town facility	-	CZ	CZ	CZ	-	CZ	-



Blended Residential Developments – Gated or Private	-	BR	BR	BR	BR	BR	-	-	-	-
Boardwalks	58-88	CZ	CZ	CZ	-	CZ	-	-	-	-
Boardwalks, Class II and III	Move from 58-52	CZ	CZ	CZ	-	-	-	-	-	-
Boardwalks	52	CZ	CZ	CZ	-	-	-	-	-	-
Conventional Residential Subdivision Development	-	CZ	CZ	CZ	CZ	CZ	-	-	-	-
Telecommunication towers	-	CZ	CZ	CZ	-	CZ	-	-	-	-
Public libraries	move from 58-52 58-88	CZ	CZ	CZ	-	CZ	-	-	-	-
Amateur radio towers	52 58-88	CZ	CZ	CZ	-	CZ	-	-	-	-
Government or town facility	-	CZ	CZ	CZ	-	CZ	-	-	-	-
Post offices	-	-	-	-	-	-	-	-	-	-
Small-cell telecommunication facility	-	-	-	-	-	-	-	-	-	-
School, public and private	58-88	-	CZ	CZ	-	-	-	-	-	CZ
Retail/Office										
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
Horse farm or academy	Move from 58-52	BR	BR	BR	-	-	-	-	-	BR
Family care home for up to 6 clients	Move from 58-52	-	-	-	-	-	-	-	-	-
Minimum Lot Width	52 150'	BR 125'	BR 120'	BR 100'	BR 120' (traditional) / 80' (conservation)	-	-	-	-	BR 100'
Daycare center (Small Group)	-	BR	BR	BR	-	-	-	-	-	BR
Two-family dwellings	-	-	-	-	-	-	-	-	-	-
Front Yard Setback	-	-	-	-	BR	-	-	-	-	-
conservation subdivision residential	-	-	-	-	-	-	-	-	-	-
development uses	-65'	-60'	-50'	-40'	-50' (traditional) / 20' (conservation)	-	-	-	-	CZ
churches, synagogues, and all other places of worship	58-88 75'	CZ 75'	CZ 75'	CZ	-75'	-	-	-	-	25'
Golf Courses, parks, playgrounds, and community recreation centers	58-88 25' / 45' corner	CZ 25' / 45' corner	CZ 15' / 25' corner	CZ 12'	-15' (traditional) / 5' with 30' separation (conservation)	-	-	-	-	25'
Minimum Side Yard Setback	-	-	-	-	-	-	-	-	-	-
emergency governmental service facilities, including police, fire, and rescue	-	CZ	CZ	CZ	CZ	-	-	-	-	CZ
Cemeteries	-	-	-	-	-	-	-	-	-	-
Minimum Rear Yard Setback	-60'	CZ 60'	CZ 40'	CZ 40'	-40' (conventional) / 30' (conservation)	-	-	-	-	CZ 40' 25'
	R-10	R-15	R-20	R-30	R-40	R-50	R-60	R-70	R-80	R-90
Minimum Lot Size	80,000 sq-ft	60,000 sq-ft	40,000 sq-ft	40,000 sq-ft	None	None	40,000 sq-ft (conventional) / 12,000 sq-ft (conservation)	20,000 sq-ft	-	-
	-	-	-	-	-	-	-	-	-	-
Maximum Height	35'	35'	35'	35'	-	-	35'	35'	40'	-

-	-	-	-	-	-	-	-	-	-
Maximum Density	-	-	-	-	-	-	-	-	2 FAR
-	-	-	-	-	-	-	-	-	-
Minimum Lot Width	150'	125'	120'	100'	none	none	120'(conventional)/80'(conservation)	100'	-
-	-	-	-	-	-	-	-	-	-
Minimum Front Yard Setback	-	-	-	-	-	-	-	-	-
residential uses	65'	60'	50'	40'	80'	80'	50'(conventional)/20'(conservation)	-	25
all other uses	75'	75'	75'	-	-	-	75'	-	-
Minimum Side Yard Setback	25'/45' corner	25'/45' corner	15'/25' corner	12'	-	-	15'(conventional)/5'-with 30' separation (conservation)	12'	-
-	-	-	-	-	-	-	-	-	-
Minimum Rear Yard Setback	60'	60'	40'	40'	25'	25'	40'(conventional)/20'(conservation)	40'	-

**D-704. Incentives [to Encourage the Construction that Uses Sustainable Design Principles].** Reserved.

**D-705. Quasi-judicial zoning decisions.**

A. (a) ~~Board of Adjustment Hears and Decides Quasi-Judicial Matters.~~ The ~~board~~Board of ~~adjustment~~Adjustment shall hear and decide quasi-judicial zoning decisions. The ~~board~~Board of Adjustment shall follow quasi-judicial procedures as specified in D-406 when making any quasi-judicial decision.

B. (b) ~~Appeals.~~ The ~~board~~Board of ~~adjustment~~Adjustment shall hear and decide appeals from administrative decisions regarding administration and enforcement of the zoning regulation or unified development ordinance and may hear appeals arising out of any other ordinance that regulates land use or development. The provisions of G.S. 160D-405 and G.S. 160D-406 are applicable to these appeals.

C. (c) ~~Special Use Permits.~~ [reserved]

D. (d) ~~Variances.~~

1. When unnecessary hardships would result from carrying out the strict letter of a zoning regulation, the ~~board~~Board of ~~adjustment~~Adjustment shall vary any of the provisions of the zoning regulation upon a showing of all of the following:

a. (1) ~~Unnecessary~~ hardship would result from the strict application of the regulation. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

b. (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.

c. (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.

d. (4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.

2. ~~No change in permitted uses may be authorized by variance.~~

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3. ~~Additionally, no variances shall be granted by the Board of Adjustment for the following:~~

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~~a. Setbacks for signs and areas and/or height of signs.~~

~~b. Setbacks for essential services, class III.~~

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4. ~~No variance for setbacks shall be granted which allows the applicant to reduce the applicable setback by more than 50 percent.~~

5. ~~Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance. Any other development regulation that regulates land use or development may provide for variances from the provisions of those ordinances consistent with the provisions of this subsection.~~

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6. ~~Any order of the Board of Adjustment in granting a variance shall expire if a zoning permit, or certificate of occupancy for such use if a zoning permit is not required, has not been obtained within one year from the date of the decision.~~

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7. ~~The Board of Adjustment shall hold a hearing on all complete applications no later than 40 days after the application has been filed with the zoning administrator unless consented to by the applicant.~~

**D-706. Zoning conflicts with other development standards.**

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~~(a) When regulations made under authority of this Article require a greater width or size of yards or courts, or require a lower height of a building or fewer number of stories, or require a greater percentage of a lot to be left unoccupied, or impose other higher standards than are required in any other statute or local ordinance or regulation, the regulations made under authority of this Article shall govern. When the provisions of any other statute or local ordinance or regulation require a greater width or size of yards or courts, or require a lower height of a building or a fewer number of stories, or require a greater percentage of a lot to be left unoccupied, or impose other higher standards than are required by the regulations made under authority of this Article, the provisions of that statute or local ordinance or regulation shall govern.~~

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~~(b) When adopting regulations under this Article, a local government may not use a definition of dwelling unit, bedroom, or sleeping unit that is more expansive than any definition of the same in another statute or in a rule adopted by a State agency.~~

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## **Article 8. Subdivision Regulation.**

**D-801. Authority.** N.C.G.S. 160D-801 authorizes the Town to regulate the subdivision of land within its planning and development regulation jurisdiction.

### **D-802. Applicability.**

**A.** For the purpose of this Article, subdivision regulations shall be applicable to all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development, whether immediate or future, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to the regulations authorized by this Article:

1. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the Town as shown in its subdivision regulations.
2. The division of land into parcels greater than 10 acres where no street right-of-way dedication is involved.
3. The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors.
4. The division of a tract in single ownership whose entire area is no greater than 2 acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the Town, as shown in its subdivision regulations.
5. The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under Chapter 29 of the General Statutes.

Subdivisions that are exempt pursuant to this subsection A. are not required to follow the subdivision procedures set forth herein but are required to otherwise comply with applicable UDO requirements. Accordingly, the Town does have a brief review process to confirm that a proposed division of land is exempt and to review "Exempt Plats" that an owner may want to have recorded, most commonly a "recombination plat" or "lot line revision plat". See Appendix 2 (plat only, confirmation that proposed subdivision is actually exempt).

**B.** As authorized by N.C.G.S. 160D-802, the Town has an expedited review process for a class of subdivisions. Specifically, the Town has an expedited process for "Minor Subdivisions", (defined as six new lots or less) is set forth in Section D-803(a)(1) below.

**C.** Only a plat for recordation for the division of a tract or parcel of land in single ownership is required if all of the following criteria are met:

1. The tract or parcel to be divided is not exempted under subsection (a) of this section.
2. No part of the tract or parcel to be divided has been divided under this subsection in the 10 years prior to division.
3. The entire area of the tract or parcel to be divided is greater than 5 acres.
4. After division, no more than three lots result from the division.
5. After division, all resultant lots comply with all of the following:
  - a. All lot dimension size requirements of the applicable land-use regulations, if any.
  - b. The use of the lots is in conformity with the applicable zoning requirements, if any.
  - c. A permanent means of ingress and egress is recorded for each lot.

### **D-803. Review process, filing, and recording of subdivision plats.**

**A. Review Process.** The procedures and standards to be followed in granting or denying approval of a subdivision plat prior to its registration are as follows:

1. **Minor Subdivision (6 lots or less, including divisions set forth in Section D-802(c) above, no new street dedication).**

- a. **Preliminary Plat.** Except as set forth in Section 802(c) above, for all Minor Subdivisions a preliminary plat must be submit to the Administrator along with a fee in accordance with a

fee schedule adopted by the Town council. No application shall be considered complete or processed by the Administrator unless accompanied by said fee. In addition, the Town shall be reimbursed by the subdivider for all costs associated with the Town's engineering and/or consulting services with respect to review of the preliminary plat prior to approval. The Administrator shall review the plat within ten days of its submission for compliance with requirements of this UDO and shall advise the subdivider or his authorized agent of the regulations pertaining to the proposed subdivision and shall approve, approve based on certain conditions, or disapprove the preliminary plat.

- b. **Final Plat.** Within one year of the approval of the preliminary plat, a final subdivision plat must be submitted to the Administrator along with a fee in accordance with the fee schedule adopted by the Town council. No application shall be considered complete or processed by the Administrator unless accompanied by said fee. In addition, the Town shall be reimbursed by the subdivider for all costs associated with the Town's engineering and/or consulting services with respect to review of the final plat prior to approval. No final plat shall be approved until security (e.g., bond, letter of credit) is provided in accordance with Section D-804 (c), below. Technical requirements and certifications for the final plats for Minor Subdivisions are set forth in **Appendix 2**.

**2. Major Subdivisions (more than six lots).**

- a. **Conditional Zoning Site Plan (no separate “preliminary plat” needed).** Because proposed development that requires a Major Subdivision review will be reviewed through the Conditional Zoning process, a “preliminary plat” is not required. In other words, the Conditional Zoning Site Plan serves the same function as a preliminary plat. See Section D-607(c) regarding the conditional zoning process and **Appendix 2** for applicable submittal requirements.
- b. **Construction Plans; HOA; Maintenance plans and agreements.** Prior to the approval of final plats, construction plans shall be submitted to the Town Administrator for review. Additionally, evidence of the creation of a homeowners association with appropriate maintenance plans and agreements shall be submitted as set forth in D-804, below.
- a. **Final Plat.** Within one year of the approval of the construction plans, a final subdivision plat must be submitted to the Administrator along with a fee in accordance with the fee schedule adopted by the Town council. No application shall be considered complete or processed by the Administrator unless accompanied by said fee. In addition, the Town shall be reimbursed by the subdivider for all costs associated with the Town's engineering and/or consulting services with respect to review of the final plat prior to approval. No final plat shall be approved until security (e.g., bond, letter of credit) is provided in accordance with Section D-804 (c), below. Technical requirements and certifications for the final plats for Major Subdivisions are set forth in **Appendix 2**.

**B. Outside Agency Involvement.** The following agencies shall be involved in review of final plats:

- The district highway engineer as to proposed State streets, State highways, and related drainage systems.
- Union County Environmental Health and Union County Public Works
- Any other agency or official designated by the Town or having any legal authority to administer applicable permits or legal requirements including NCDENR, and NCDWQ.

**C. Final Decision.** Final decisions on a subdivision plat are administrative. The Administrator shall provide notice of the decision in writing as provided by D-403(b).

**D. Permits Required Before Commencing Work.** No land disturbing activity shall commence prior to construction plan approval and issuance of the applicable permits. While not technically part of the subdivision plat process, construction plans are required to be submitted for review and comment (including from outside agencies referenced in subsection (b) below) prior to any construction activity. Typically, applicants find it most efficient to submit construction plans simultaneously with preliminary plats and such “parallel” submittals are permitted and encouraged. Additionally, applicable permits (such as Zoning Permits, Erosion Control Permits, and

Building Permits) are required. Again, applicants typically find it most efficient to submit for permits simultaneously with applicable plat requirements and such “parallel” submittals are permitted and encouraged.

**D-804. Contents and requirements of regulation.**

- A. Purposes.** The purposes of these subdivision regulations are to provide for the orderly growth and development of the Town; for the coordination of transportation networks and utilities within proposed subdivisions with existing or planned streets and highways and with other public facilities; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions that substantially promote public health, safety, and general welfare.
- B. Plats; Compliance with all UDO Requirements.**
1. A plat shall be prepared, approved, and recorded pursuant to the provisions of this UDO whenever any subdivision of land takes place.
  2. All such recorded plats show sufficient data to determine readily and reproduce accurately on the ground the location, bearing, and length of every street and alley line, lot line, easement boundary line, and other property boundaries, including the radius and other data for curved property lines, to an appropriate accuracy and in conformance with good surveying practice.
  3. Additional standards for plats are set forth in **Appendix 2**.
  4. Street disclosure statement. All streets shown on the final plat shall be designated in accordance with G.S. 136-102.6 and designated as a public street and shall be conclusively presumed an offer of dedication to the public. Where streets are dedicated to the public but not accepted into a municipal or the state system before lots are sold, a statement explaining the status of the street shall be included with the final plat.
- C. Maintenance Plans and Agreement.** The maintenance plan shall be submitted with an application for preliminary plat approval of the subdivision, and shall be in accordance with the following requirements:
1. The maintenance plan shall specify ownership of required open space (including Conservation Lands).
  2. The maintenance plan shall establish a regular operation and maintenance program appropriate to the uses to be undertaken on the subject open space (including Conservation Land).
  3. The maintenance plan shall specify required insurance and all maintenance and operating costs and shall define the means for funding the maintenance plan on an ongoing basis. Such funding plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs.
  4. Any changes to the maintenance plan shall be approved by the town council.
  5. In the event that open space and associated common facilities are not maintained in accordance with the approved maintenance plan, the town may recover the escrow or bond funds to be used for such maintenance and any development permits and approvals may be revoked or suspended.
  6. The property owner of the open space and, if utilized, any other maintaining party by agreement, shall execute a release and indemnity of the town, in a form satisfactory to the town, for any claims or damages arising from the maintenance agreement and maintenance plan or performance thereof.
- D. HOA Created.** Before the approval of a final plat, the developer shall submit to the Town evidence that the developer has created a homeowners' association whose responsibility it will be to maintain common areas, including Conservation Lands and streets. Such evidence shall include filed copies of the articles of incorporation, declarations and homeowners' association bylaws and a written maintenance agreement with provision for maintenance of the street until it is accepted as part of the state system. Homeowners association that is a holder of a conservation easement or is the owner of Conservation Land or any common areas or spaces including any private streets or is responsible for maintenance obligations shall be subject to and comply with all applicable requirements for homeowners associations as set forth in state statutes. In addition, the following criteria shall be met:
1. The applicant for subdivision approval shall provide the town a description of the organization of the proposed association, including its bylaws, and all documents governing ownership, maintenance and use restrictions for common facilities.

2. The proposed homeowners association shall be established by the subdivision applicant and shall be operating (with financial underwriting by the applicant, if necessary) before the sale of any dwelling units in the development;
3. Membership in the homeowners association shall be mandatory for all purchasers of lots within the subdivision and their successors in title;
4. The homeowners association bylaws shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in his dues. Such dues shall be paid with the accrued interest before the lien may be lifted;
5. The homeowners association shall annually provide to the town a listing of the names, addresses and telephone numbers of all its officers and board members;
6. Any proposed changes to the conservation easement that substantively affect the usage, location or maintenance of conservation land within the conservation subdivision must first be consented to and approved by 100 percent of the town council and 100 percent of all homeowners.

**E. Improvement and guarantee standards.**

1. **Optional agreement.** In lieu of requiring the completion, installation and, if applicable, dedication of all improvements prior to final plat approval, the Town may enter into an agreement with the subdivider whereby the subdivider shall guarantee completion of all required improvements as specified on the approved preliminary plat for that portion of the subdivision to be shown on the final plat within two years from the date of final plat approval, unless otherwise specified in the written agreement. Once said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the Town; provided, however, that all other requirements of this article are met. To secure this agreement, the subdivider shall provide either one or a combination of the following guarantees in an amount equal to 1.25 times the costs, as estimated by the subdivider and approved by the engineer, of installing all required improvements on the approved preliminary plat for that portion of the subdivision to be shown on the final plat. The amount shall be subject to the approval of the Town council.
2. **Surety performance bond.** The subdivider shall obtain a performance bond from a surety bonding company satisfactory to the Town, as applicable. A surety bonding company must at minimum be: (1) registered to do business with the North Carolina Secretary of State; (2) licensed to issue surety bonds in the State of North Carolina by the North Carolina Department of Insurance; (3) rated at least "B+" by a reputable bond rating agency; and (4) possess a minimum of \$50,000,000.00 in assets. The Town Council may, within its sole discretion, insist upon alternative standards based upon the particular project, the estimated cost of completion of the improvements, and/or other factors indicating higher standards are warranted. The bond(s) must contain the following provisions: (1) the bond(s) shall remain in effect until such time as all improvements are installed and approved by the Town; (2) the surety bonding company, within 15 days of the Town providing notice of default, shall take over and complete all improvements or pay the Town in cash the estimated costs of installing the improvements as determined by the Town's planner or engineer; and (3) the Town shall be able to draw upon the bond(s) in the event that the subdivider defaults upon its agreement with the Town in accordance with subsection (3). Any charges associated with cost calculation or verification shall be borne entirely by the subdivider.
3. **Letter(s) of credit.** The subdivider shall obtain an irrevocable letter(s) of credit issued by a commercial bank satisfactory to the Town council. The commercial bank issuing the letter of credit must be: (1) organized under the laws of the United States of America or any state of the United States, or the District of Columbia; (2) authorized to do business in the State of North Carolina; (3) subject to regulation by the State of North Carolina or federal banking regulatory authorities; and (4) possess combined capital stock, surplus and undivided profits aggregating at least \$100,000,000.00. The Town council may, within its sole discretion, insist upon alternative standards based upon the particular project, the estimated cost of completion of the improvements, and/or other factors indicating higher standards are warranted. The letter(s) of credit must contain the following provisions: (1) the letter(s) of credit shall be evergreen and shall not be subject to expiration until such time as all improvements are installed and approved by the Town council, and shall require the issuing commercial bank to give

at least 60 days' notice of its intent to terminate the letter(s) of credit, upon which the Town can draw upon the letter(s) of credit; (2) the Town shall be able to draw upon the letter(s) of credit at any time on or before its expiration; (3) the commercial bank shall, upon written notification by the Town council that the subdivider is in default, immediately pay to the Town the full amount, or any lesser amount of the letter(s) of credit, if requested by the Town council; (4) the Town shall be able to draw upon the letter(s) of credit in the event that the subdivider defaults upon its agreement with the Town in accordance with subsection (2) of this section; and (5) the letter(s) of credit shall allow for presentment and collection at a location within a 30-mile radius of the Town.

4. **Cash or equivalent surety.** The subdivider shall deposit cash, or other instrument readily convertible into cash at face value, such as a certificate of deposit or treasury-issued security, either with the Town or in escrow with a financial institution designated as an official depository of the Town. The use of any instrument other than cash shall be subject to the approval of the Town council. If cash or other instrument is deposited in escrow with a financial institution as provided above, then the subdivider shall file with the Town council an agreement between the financial institution and the subdivider guaranteeing the following:
  - a. Said escrow account shall be held in trust for the Town until released by the Town council and may not be used or pledged by the subdivider in any other matter during the term of the escrow;
  - b. That the financial institution shall, upon written notification by the Town council stating that the subdivider is in default, immediately pay to the Town all funds in said account, excluding any interest earned; and
  - c. That the duration of said escrow account(s) shall be until such time as all improvements are installed and approved by the Town council, or until the subdivider provides the Town with an acceptable, alternative guarantee for the completion of installing all remaining required improvements on the approved preliminary plat for that portion of the subdivision to be shown on the final plat. Any charges associated with cost calculation or verification shall be borne entirely by the subdivider.
- F. **Duration of financial guarantees.** The duration of the performance guarantee shall initially be one year, unless the developer determines that the scope of work for the required improvements necessitates a longer duration. In the case of a bonded obligation, the completion date shall be set one year from the date the bond is issued, unless the developer determines that the scope of work for the required improvements necessitates a longer duration.
- G. **Extension.** A developer shall demonstrate reasonable, good-faith progress toward completion of the required improvements that are secured by the performance guarantee or any extension. If the improvements are not completed to the specifications of the Town, and the current performance guarantee is likely to expire prior to completion of the required improvements, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period; provided, however, that the extension shall only be for a duration necessary to complete the required improvements. If a new performance guarantee is issued, the amount shall be determined by the procedure provided in subdivision (3) of this subsection and shall include the total cost of all incomplete improvements.
- H. **Release.** The performance guarantee shall be returned or released, as appropriate, in a timely manner upon the acknowledgement by the Town (or Union County) that the improvements for which the performance guarantee is being required are complete.
- I. **Date of Default (30 days prior to expiration).** All projects whose public improvements are not completed and accepted at least 30 days prior to the expiration of the financial guarantee shall be in default, unless said guarantee is extended with the consent of the Town Council to a future date not to exceed six months, or to a date determined by Town Council.
- J. **Default.** Upon default by the subdivider, the Town Council, as applicable, may require the surety, the letter of credit issuer, or the financial institution holding the escrow account to pay all or a portion of the bond, letter of credit, or escrow account to the Town. Upon payment, the Town shall expend said funds to complete all or any portion of the required improvements as it deems necessary. For purposes of this section, default shall constitute any of the following: (1) failure on the part of the subdivider to complete, within the time period specified in the agreement in subsection (b)(1) of this section, the required improvements as specified

on the approved preliminary plat for that portion of the subdivision to be shown on the final plat; (2) failure on the part of the subdivider to install any improvement in accordance with the specifications or the regulations in the Town's ordinances; or (3) transfer of ownership of any portion of the property or lots located within the subdivision to another person or entity under no legal obligation to install the required improvements (e.g., foreclosure). If one of the above events occurs, nothing herein shall prevent the Town from declaring default prior to the expiration of the time period specified in subsection (d) of this section.

- K. Release of guarantee surety.** In its sole discretion, the Town Council may release a portion of any security posted as the improvements are completed and recommended for approval by the Town Planner, so long as the Town maintains the posted security in an amount equal to at least 1.25 times the estimated costs of installation of the remaining improvements. However, notwithstanding the above, nothing shall require the Town Council to release any portion of security posted until such time as all improvements are installed and approved by the Town Council. Within 30 days after receiving the Town Planner's recommendation, the Town Council shall approve or not approve said improvements. Once all required improvements on the preliminary plat for that portion of the subdivision to be shown on the final plat have been installed and approved, then all security posted for said improvements shall be released by the Town Council.

**D-805. Notice of new subdivision fees and fee increases; public comment period.**

- A. The Town shall provide notice to interested parties of the imposition of or increase in fees or charges applicable solely to the construction of development subject to this Article at least seven days prior to the first meeting where the imposition of or increase in the fees or charges is on the agenda for consideration. The Town shall employ at least two of the following means of communication in order to provide the notice required by this section.
1. Notice of the meeting in a prominent location on a Web site managed or maintained by the Town.
  2. Notice of the meeting in a prominent physical location,
  3. Notice of the meeting by electronic mail or other reasonable means to a list of interested parties that is created by the Town for the purpose of notification as required by this section.
- B. During the consideration of the imposition of or increase in fees or charges as provided in subsection (a) of this section, the Town council shall permit a period of public comment.
- C. This section shall not apply if the imposition of or increase in fees or charges is contained in a budget filed in accordance with the requirements of G.S. 159-12.

**D-806. Effect of plat approval on dedications.** The approval of a plat shall not be deemed to constitute the acceptance by the Town or the North Carolina Department of Transportation or the public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat. However, the Town Council may by resolution accept any dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its planning and development regulation jurisdiction. Acceptance of dedication of lands or facilities located within the planning and development regulation jurisdiction but outside the corporate limits of the Town shall not place on the Town any duty to open, operate, repair, or maintain any street, utility line, or other land or facility, and the Town shall in no event be held to answer in any civil action or proceeding for failure to open, repair, or maintain any street located outside its corporate limits. Unless a city, county, or other public entity operating a water system shall have agreed to begin operation and maintenance of the water system or water system facilities within one year of the time of issuance of a certificate of occupancy for the first unit of housing in the subdivision, a city or county shall not, as part of its subdivision regulation applied to facilities or land outside the corporate limits of a city, require dedication of water systems or facilities as a condition for subdivision approval.

**D-807. Penalties for transferring lots in unapproved subdivisions.**

- A. Any person who, being the owner or agent of the owner of any land located within the Town, thereafter subdivides his land in violation of the regulation or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such regulation and recorded in the office of the appropriate register of deeds, shall be guilty of a Class 1 misdemeanor. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The Town may bring an action for injunction of any illegal subdivision, transfer, conveyance, or sale of land, and the

court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with the subdivision regulation. Building permits required pursuant to G.S. 160D-1108 may be denied for lots that have been illegally subdivided. In addition to other remedies, the Town may institute any appropriate action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct.

- B. The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease by reference to an approved preliminary plat for which a final plat has not yet been properly approved under the subdivision regulation or recorded with the register of deeds, provided the contract does all of the following:
1. Incorporates as an attachment a copy of the preliminary plat referenced in the contract and obligates the owner to deliver to the buyer a copy of the recorded plat prior to closing and conveyance.
  2. Plainly and conspicuously notifies the prospective buyer or lessee that a final subdivision plat has not been approved or recorded at the time of the contract, that no governmental body will incur any obligation to the prospective buyer or lessee with respect to the approval of the final subdivision plat, that changes between the preliminary and final plats are possible, and that the contract or lease may be terminated without breach by the buyer or lessee if the final recorded plat differs in any material respect from the preliminary plat.
  3. Provides that if the approved and recorded final plat does not differ in any material respect from the plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than five days after the delivery of a copy of the final recorded plat.
  4. Provides that if the approved and recorded final plat differs in any material respect from the preliminary plat referred to in the contract, the buyer or lessee may not be required by the seller or lessor to close any earlier than 15 days after the delivery of the final recorded plat, during which 15-day period the buyer or lessee may terminate the contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price.
- C. The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease land by reference to an approved preliminary plat for which a final plat has not been properly approved under the subdivision regulation or recorded with the register of deeds where the buyer or lessee is any person who has contracted to acquire or lease the land for the purpose of engaging in the business of construction of residential, commercial, or industrial buildings on the land, or for the purpose of resale or lease of the land to persons engaged in that kind of business, provided that no conveyance of that land may occur and no contract to lease it may become effective until after the final plat has been properly approved under the subdivision regulation and recorded with the register of deeds.

**D-808. Appeals of decisions on subdivision plats.** Appeals of subdivision decisions may be made pursuant to G.S. 160D-1403.

**D-809. Summary Tables.** For ease of reference, the following Tables summarize the review and approval process when property is subdivided.



Table 8A – Overview of process for developments that require a Minor Subdivision (typical, applicant coordinates submittals)



Table 8B- Overview of Process for developments that require Major Subdivision –  
Traditional Residential Development (typical, applicant coordinates submittals)

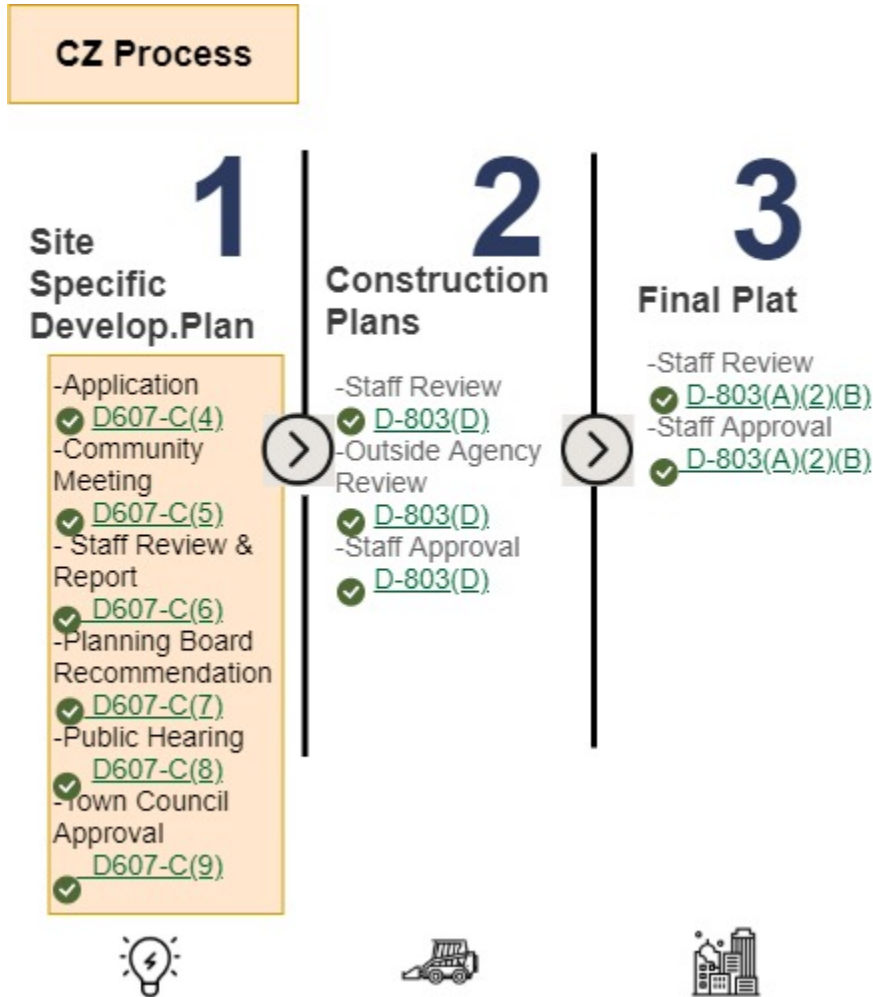
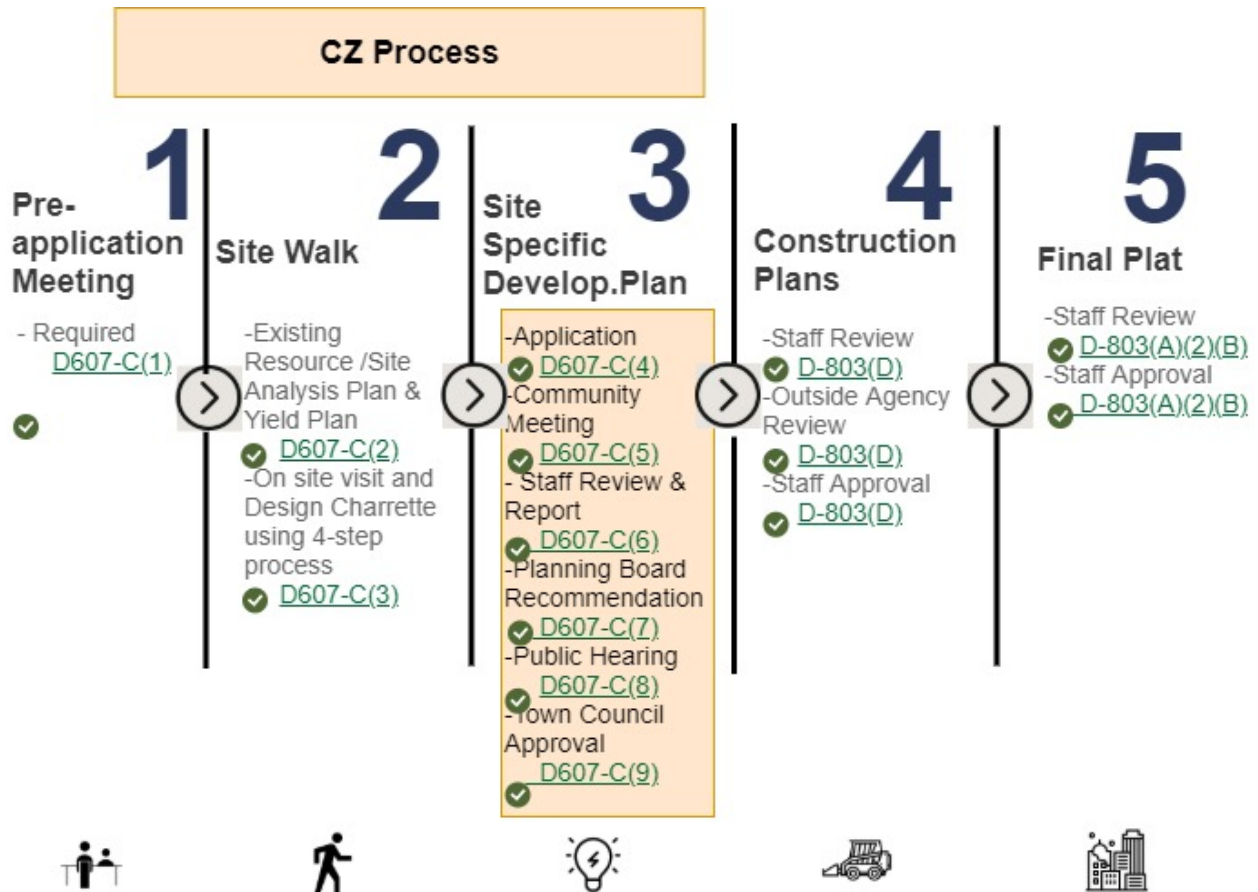


Table 8C- Overview of Process for developments that require Major Subdivision – Conservation Residential Development (typical, applicant coordinates submittals)



## **Article 9 Regulation of Particular Uses and Areas**

### **D-901. Supplemental Requirements for Particular Uses (General Authority and Specific Statutory Requirements)**

- A. General Authority to Regulate Particular Uses and Areas.** The Town has authority to regulate particular uses and areas in accordance with Chapter 160D of the North Carolina General Statutes, specifically including without limitation Article 9 of 160D.
- B. Specific Requirements and Limitations for Certain Uses Identified in N.C.G.S. 160D, Article 9, Part 1.** N.C.G.S. 160D-902 through 160D-916 set forth certain requirements and limitations for certain specific uses and areas as follows:
1. Adult businesses. See D-919D.L., below.
  2. Agricultural uses.
  3. Airport zoning.
  4. Amateur radio antennas.
  5. Beehives.
  6. Family care homes. See N.C.G.S. 160D-907 for definitions. See also, D-919D.C., below.
  7. Fence wraps.
  8. Fraternities and sororities.
  9. Manufactured homes.
  10. Modular homes.
  11. Outdoor advertising. Any required removal of an off-premises outdoor advertising sign that is nonconforming under a local ordinance shall be in accordance with N.C.G.S. 160D-912. The Town also has certain signage requirements applicable to Outdoor Advertising as set forth in Section D-918.K, below.
  12. Public buildings.
  13. Solar collectors.
  14. Temporary health care structures.
  15. Streets and transportation.

### **D-902-D-916. [reserved]**

### **D-917A Specific Requirements for All Residential Development - Required Improvements, Dedication, Reservation and Minimum Standards for Residential Development (applicable to both Traditional Residential Development and Conservation Residential Development; applicable to all Major and Minor Subdivisions; except [Buffer Open Space, Tree Requirements (subsections Q-R) do not apply to Minor Subdivisions of Major Subdivisions of 6 lots or less])**

- A. Blocks.**
1. The lengths, widths, and shapes of blocks shall be determined with due regard to provision of adequate building sites suitable to the special needs of the type of use contemplated, zoning requirements, needs for vehicular and pedestrian circulation, control and safety of street traffic, limitations and opportunities of topography, and convenient access to water areas.
  2. Blocks shall not be less than 400 feet or more than 1,500 feet in length. Where a longer block will reduce the number of railroad grade crossings, major stream crossings, or where blocks will result in less traffic through residential subdivisions from adjoining business areas, the Town Council may authorize block lengths in excess of 1,500 feet.
  3. Blocks shall have sufficient width to allow two rows of lots of minimum depth except where single row lots are required to separate residential development from through vehicular traffic or another type of use, in nonresidential subdivisions, or where abutting a water area.
- B. Lot dimensions.** See Section D-703 (lot dimensions organized by zoning district). Note also additional requirements regarding lots in conservation residential developments as set forth in D-917B, below.
- C. Orientation of residential lot lines.**
1. Side lot lines shall be substantially at right angles or radial to street lines.
  2. Double frontage lots shall be avoided wherever possible.

- D. Location of house sites.** Applicants shall identify house site locations in the tract's designated development areas designed to fit the tract's natural topography, be served by adequate water and sewerage facilities, and provide views of and/or access to adjoining Conservation Lands in a manner consistent with the preservation of the Conservation Lands.
- E. Panhandle lots.** Panhandle lots and other irregular shaped lots may be approved in cases where such lots would not be contrary to the purpose of this UDO, heighten the desirability of the subdivision, and, where necessary, enable a lot to be served by water and/or a waste disposal system. All panhandle lots shall have a minimum road frontage width of 35 feet thereby providing an access strip to the lot. The length of said strip shall not exceed 200 feet. Said strip shall not be used to determine lot area or width or setback lines.
- F. Lots in floodplains.** Lots within floodplains shall not be approved for recordation unless the following provisions are met:
1. Lots wholly subject to flooding. No proposed residential building lot that is wholly subject to flooding, as defined herein, shall be approved.
  2. Lots partially subject to flooding.
    - a. No proposed residential building lot that is partially subject to flooding as defined herein shall be approved unless there is established on the lot plan a contour line representing an elevation no lower than two feet above the base flood line as defined in Appendix 10. Floodplain Regulations. All buildings or structures designed or intended for residential purposes shall be located on such a lot such that the lowest useable and functional part of the structure shall not be below the elevation of the base flood line, plus two feet.
    - b. For the purpose of this subsection, the term "useable and functional part of structure" shall be defined as being inclusive of living areas, basements, sunken dens, basement, utility rooms, crawl spaces, attached carports, garages and mechanical appurtenances such as furnaces, air conditioners, water pumps, electrical conduits, and wiring, but shall not include water lines or sanitary sewer traps, piping and cleanouts; provided that openings for same serving the structure are above the base flood line.
    - c. Where only a portion of the proposed lot is subject to flooding as defined herein, such lot may be approved only if there will be available for building a usable lot area of not less than 10,000 square feet. The useable lot area shall be determined by deducting from the total lot area, the area of all yard setbacks required by the applicable zoning regulations and any remaining area of the lot lying within the area of the base flood (100-year flood) as shown on the flood boundary and floodway map described in **Appendix 10** Floodplain Regulations.
- G. Easements.** Easements shall be provided as follows:
1. **Utility easements.** A utility easement of not less than five feet in width shall be provided to the side and rear of each lot and in other locations where deemed necessary. This requirement may be waived by the subdivision administrator if the subdivider can certify on the final record plat where accommodations for such utilities are to be located. Lots in minor subdivisions are exempt from this requirement upon certification that they may be serviced by existing utilities along the public rights-of-way. Wider easement widths may be required if determined necessary by the utility company involved.
  2. **Drainage easements.** Where a subdivision is traversed by a stream or drainageway, an easement shall be provided conforming with the lines of such a stream and shall be of sufficient width as will be adequate for the purpose and in accordance with **Appendix 10** Floodplain Regulations (58-520). Other drainage easements may be required for the proper drainage of all lots.
  3. **Access easements.** Private and recorded easements created according to subsection H (Public Roads), below that provide access from an easement lot to a public road.
- H. Public roads.**
1. All subdivision lots, except as provided herein and in D-918.A, shall abut public roads.
  2. Exceptions to the public road frontage requirements shall be as follows: Any lot or tract shall be allowed to have easement lots created for construction of single-family dwellings as the principal use. Creation of such lots is made necessary by virtue of the fact that development of said property by conventional means (i.e., extension of public street) is impractical due to the disproportionate costs of

required improvements as compared to the relative value of lots created and is within the spirit and intent of this UDO. These lots shall be created as follows:

- a. The applicant shall submit an application with a sketch plat showing the proposed easement lots for approval to proceed further as specified in this section.
- b. All access easements shall be at least 45 feet in width and shall meet or exceed the state department of transportation minimum standards for subdivision road width where possible. The travel surface of said easement shall be at least 16 feet in width. The travel surface need not be paved. The easement shall be maintained at all times in a condition that is passable for service and emergency vehicles.
- c. The creation of easement lots shall follow the procedures of a minor subdivision as outlined in Article 8. In addition, a statement shall be placed on the subdivision plat acknowledging that said lots were being created upon a privately maintained and recorded easement, and a statement indicating the parties responsible for maintaining the easement.
- d. Creation of such easement lots and access easements shall not impair future extension of an adequate system of public streets to serve such lots.
- e. Easement lots shall not be further subdivided unless the newly created lots abut a public road. Any additional subdivision of easement lots shall be a major subdivision and shall be reviewed using the major subdivision plat approval process.
- f. If public road access becomes available to easement lots, all affected lot owners shall have the easement terminated of record.

**I. Private Roads and Gatehouses.** New residential neighborhoods may be developed with private roads and gatehouses and are permitted in accordance with the following standards;

1. With the exception of the placement of the gate and/or guardhouse in a private street, any private road shall be built to state standards and shall meet all applicable minimum right-of-way, pavement, and construction standards for public roads as established by the state department of transportation.
  - a. A certified engineer shall verify that all private roads within the conform to all required state department of transportation standards for roadway and storm drainage design.
  - b. The NCDOT Built-To Standards Checklist (available at Town hall upon request) will be required to be submitted to the Town zoning staff for review and approval.
  - c. The Town reserves the right to have streets inspected during the construction phase to ensure that they are being built in accordance with all applicable state DOT standards.
  - d. The developer shall bear all costs borne by the Town in association with such inspections.
2. Before the approval of a final plat, the developer shall submit to the Town the design and layout of any gatehouse, external fence, walls and berms shall be located outside any public street right-of-way and shall be designed to blend in, to the greatest degree feasible, with the proposed development and shall be attractive to motorists and pedestrians from adjoining public streets.
3. Neighborhoods which have an entrance gate are subject to the following regulations:
  - a. The homeowner's association will provide the access code to the gate and an emergency contact number to the fire department, the Union County Sheriff and other emergency services and will be responsible for maintenance, testing and repairs of all functions of the gate.
  - b. An annual inspection and test of the gate system shall be performed, and the results submitted to Town hall during the renewal window prescribed in the Town of Weddington Annual Enforcement Manual.
  - c. Should there be a problem with the operation of the entrance gate, the gate shall remain open and accessible until the gate is repaired and tested.
  - d. Any homeowner's association that is found to be in violation shall be required to maintain a service agreement with a qualified contractor to ensure year-round maintenance and to submit a copy of the service agreement to Town Hall.
  - e. The maintenance and upkeep of any guardhouses or entry structures, and subdivision walls, fences or berms located at the external periphery of the development, shall be the sole responsibility of the developer and/or any duly incorporated and active homeowners' association.

4. Prior to the approval of a final plat, the developer shall provide written evidence that the developer has created a homeowners' association whose responsibility it will be to maintain common areas and private streets within the development. Such evidence shall include filed copies of the articles of incorporation, declarations and homeowners' association bylaws, and maintenance agreements. See Article 8 for additional details.
- J. Marginal access drive.** Where a tract of land to be subdivided adjoins a thoroughfare as designated on the adopted LARTP or the comprehensive transportation plan maps, and the lots front the thoroughfare, the subdivider shall be required to provide a marginal access drive parallel to the thoroughfare. A marginal access drive shall meet the following requirements:
1. The marginal access drive shall be a minimum of 18 feet wide and located on a shared access easement that is a minimum 25 feet wide.
  2. The access easement shall be a minimum of 50 feet from the thoroughfare right-of-way.
  3. Existing screening shall be kept and/or supplemented between the thoroughfare and access easement.
  4. The marginal access drive shall be built to NCDOT specifications.
  5. A recorded shared access agreement shall be provided prior to approving the final plat.
- K. Street design and standards.** Minimum street right-of-way and pavement widths, as well as other engineering design standards shall be in accordance with the minimum design criteria for subdivision roads as established from time to time, by the division of highways, state department of transportation publication entitled "Subdivision Roads: Minimum Construction Standards," except where modified by the Town Roadway Standards.
- L. Cul-de-sacs.**
1. Permanent dead-end streets shall not provide sole access to more than 16 dwelling units or 1,200 linear feet, whichever is less. Measurement shall be from the point where the centerline of the dead-end street intersects with the center of a through street to the center of the turnaround of the cul-de-sac. The distance from the edge of pavement on the vehicular turnaround to the right-of-way line shall not be less than the distance from the edge of pavement to right-of-way line on the street approaching the turnaround.
  2. When cul-de-sacs end in the vicinity of an adjacent undeveloped property capable of being developed in the future, a right-of-way or easement shall be shown on the final plan to enable the street to be extended when the adjoining property is developed. Cul-de-sacs in conservation residential developments shall generally include a pedestrian connection to the open space behind the lots they serve, preferably at the end of the cul-de-sac.
  3. Cul-de-sacs shall generally be designed with central islands (preferably teardrop shaped) where trees are retained or planted. Cul-de-sac pavement and right-of-way diameters shall be in accordance with NCDOT design standards. Designs other than the "bulb" end design with a circular right-of-way will be subject to the approval of the Division Engineer of the Division of Highways, North Carolina Department of Transportation and the Town Council after review on an individual basis.
  4. Cul-de-sacs less than 600 feet long shall generally be designed as "closes," with two one-way streets bounding a central "boulevard island" not less than 35 feet across. This can be easily accomplished by extending the outer edges of the turning half-circle perpendicularly to the street from which the cul-de-sac springs. The central open space offers opportunities for tree planting and "rain garden" infiltration areas for stormwater (particularly when the street pavement is sloped inward toward the central open space).
- M. Street layout.**
1. **Conformity to existing maps or plans.** Streets shall be designed and located in proper relation to existing and proposed streets, to the topography, to such natural features as streams and tree growth, to public convenience and safety, and to the proposed use of land to be served by such streets. Streets shall be designed and laid out in a manner that minimizes adverse impacts on the Conservation Lands. To the greatest extent practicable, wetland crossings and new streets or driveways traversing steep slopes shall be avoided.
  2. **Continuation of adjoining streets.** The proposed street layout shall be coordinated with the street system of the surrounding area. Where possible, existing principal streets shall be extended. Street



connections shall be designed so as to minimize the number of new cul-de-sacs and to facilitate easy access to and from homes in different part of the tract (and on adjoining parcels). In certain cases where standard street connectivity is either not possible or not recommended, the Town may require the installation of one or more emergency access gates leading to a gravel drive connecting with the adjacent property or roadway. The homeowner's association is responsible for the maintenance, testing and repairs of all functions of emergency access gates. An annual inspection and test of the gate shall be performed, and the results submitted to Town hall. Any homeowner's association that is found to be in violation shall be required to maintain a service agreement with a qualified contractor to ensure year-round maintenance and to submit a copy of the service agreement to Town hall.

3. **Large tracts or parcels.** Where land is subdivided into parcels larger than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical further resubdivision.
4. **Through traffic discouraged on residential collector and local streets.** Residential collector and local streets shall be laid out in such a way that their use by through traffic will be discouraged. Streets shall be designed, or walkways offered for dedication to assure convenient access to parks, playgrounds, schools, or other places of public assembly.
5. **Ingress and egress.** Two points of ingress and egress onto an adjoining public road from subdivision containing more than 15 lots is required. In conservation subdivisions, proposals for more than two points of ingress and egress onto any adjoining public road shall be allowed on a case-by-case basis only when determined by the Town Council that it would not have a negative impact on traffic levels and patterns and the viability of the conservation subdivision.
6. **Location of Lots.** Developable lots shall be accessed from interior streets, rather than from roads bordering the tract. Single loaded streets are encouraged to the greatest degree feasible.
7. **Street Design; Terminal Vistas.** Streets shall be designed, wherever practicable, with green "terminal vistas," for example by situating some conservation areas and other open space along the outside edges of street curves (for greater visibility). In addition, other visible open space shall be provided, such as in neighborhood greens that are bordered by streets on several sides, or along non-curving sections of the street system, wherever practicable.
8. **Reservation of future right-of-way.** Whenever a tract of land to be subdivided includes any part of a thoroughfare shown on the comprehensive transportation plan or LARTP adopted by the Town, and whenever such right-of-way has been further defined by acceptable locational procedures sufficient to identify properties to be affected, a right-of-way for the major or minor thoroughfare must be platted in the location and to the width specified in the plan. The subdivider is responsible for the reservation of the right-of-way. All measurements involving minimum lot standards under this UDO will be made at the edge of the full/future right-of-way.
9. **Permits for connection to state roads.** An approved permit is required for connection to any existing state system road. This permit is required prior to any construction on the street or road. The application is available at both the Charlotte and Monroe Offices of the Division of Highways.
- N. Subdivision and street naming.** The name of the subdivision and the names of the streets within the subdivision shall not duplicate or closely approximate the name of an existing subdivision or any existing streets within the county.
- O. Utilities.** All new utility lines (electric, water, sewer, telephone, gas, etc.,) shall be located underground (existing above ground lines are not required to be buried).
- P. Connection to public water lines.**
  1. If county or municipal water lines are located within one-half mile of a subdivision of ten to 39 lots, or one mile of a subdivision of 40 lots or more, where the distances are measured along the roadway to the nearest edge of the property, then the developer must connect to these lines to provide water service and fire protection for the subdivision. Extensions to the county water system shall be made in conformance with the policies and procedures set forth in the current Union County Water and Sewer Extension Policy as approved by the board of county commissioners and Town.
  2. Where water is accessible per (a) above, all major and minor developments which result in more than three lots and in which a road or shared access is being installed are required to place a fire hydrant on

the same side of the road as the development and a hydrant shall be no less than 500' from a principal structure within the proposed development.

3. There may be times when the county cannot issue new water permits due to lack of available capacity. If a developer is denied permits for this reason, the Town may allow the use of individual domestic wells to serve a proposed development provided that the developer still installs water lines to county specifications as initially approved for fire flow only. The developer shall be responsible for proving to the Town that capacity is not available. A determination of what capacity is available and whether to allow the use of individual domestic wells shall lie within the sole discretion of the Town.
4. The proposed water lines must still meet all the requirements of the Union County Water and Sewer Extension Policy, including providing fire flow protection to the development and taps and meter boxes for each developable lot. If the county and Town approve these plans, then the use of wells may be approved as an interim measure until such time as water capacity becomes available. The developer will be required to provide written proof that Union County will charge the lines for fire hydrant use.
5. As a condition of approval of the proposed development, the developer or property owner shall require these lots with domestic use wells connect to the county system at such time as the county indicates water capacity is available. Individual wells may be converted to irrigation use at the property owners expense provided such conversion is in conformance with the Union County Building Code and Union County Water and Sewer Specifications. The developer and/or property owner shall be responsible for any fees and charges from the county as a condition of connection to the county water system.
6. The use of community wells for domestic needs is discouraged and will only be allowed if the water system is built to Union County Water and Sewer Specifications. The system must be capable of meeting the water needs of the community including domestic, irrigation and fire flow requirements and an agreement exists with the county for: 1) the conditions under which the system becomes part of the county system; and 2) an arrangement is made with the county to tap into the county system for working fire hydrants according to the county specifications.

**NOTE Subsection Q, R and S do not apply to Minor subdivisions or Major subdivisions that are 6 lots or less (e.g. when new streets are proposed).**

**Q. Buffering.**

1. Buffering thoroughfares.
  - a. Residential developments shall be designed so that lots face toward either internal subdivision streets or toward existing state roads across Conservation Land such as "foreground meadows."
  - b. Where the side or rear yards of lots may be oriented toward existing thoroughfares roads a buffer at least 100 feet wide of existing woodland providing adequate visual screening throughout the year is required. The buffer width may be reduced to 50 feet if plantings are installed to include year-round screening.
  - c. Earthen berms are not a permitted design approach as they are inherently nonrural and would inappropriately alter the rural character, even if landscaped.
  - d. If the required buffer exceeds 15 percent of the total acreage of the parcel, the Administrator may reduce the required buffer to an amount equal to 15 percent, provided that sufficient evergreens are planted to create an effective visual buffer, as described above.
2. Buffering other uses. The buffer requirement is 50 feet between homes in the proposed subdivision and any nonresidential use. Section D-918.I (Screening and Landscaping) lists the required plantings of trees and shrubs within buffers and the standards for planting.

- R. Open space.** Any traditional residential development shall be required to provide that a minimum of ten percent of the gross area of the subdivision, exclusive of any required minimum buffers along thoroughfares, consists of common open space. Fifty percent of any rights-of-way for existing overhead utilities may be counted toward the minimum required open space land. Open space may be used for the limited purposes

set forth in Section D-917B.K.1, below. [Note, this subsection R. is not applicable to conservation residential developments which have a significantly higher open space requirements (Section D-917B, below)].

**S. Tree Requirements.**

1. **Tree save and Tree replenish requirements.** In order to maintain or replenish the town tree canopy in any new major residential development the following shall apply:
  - a. The tree removal is not permitted within areas that have naturally occurring trees located outside the buildable area of a lot or development. For the purpose of these provisions “buildable area” means all areas located outside of:
    - i. Required zoning district setbacks;
    - ii. Existing and proposed street rights-of-way and easements;
    - iii. Utility and drainage easements.
  - b. Each lot created shall contain one existing or planted canopy tree for every 40 feet of street frontage or fraction thereof. Alternatively, the canopy trees can be placed at 40-foot intervals along a street front, irrespective of lot line locations. Street trees shall be a minimum of four feet and a maximum of 12 feet from the edge of right-of-way on private property.
  - c. Each lot less than one acre in area shall have a minimum of four canopy trees. Each lot that is one acre or more in area shall have a minimum of six canopy trees. At least two trees shall be located within the front yard and back yard of each lot. Required street trees may be counted towards the fulfillment of this requirement. Existing canopy trees, outside required zoning setbacks that are six inches or larger diameter at breast height, may be counted towards fulfilling this requirement. All canopy shade trees planted within the lot must be spaced to accommodate mature growth. New tree planting for each single-family lot shall be done on a lot-by-lot basis, prior to the issuance of a certificate of occupancy for each lot.
  - d. Areas not falling under the on-lot or perimeter landscaping requirements including detention areas and open space areas shall be landscaped with ten (10) understory, fifteen (15) evergreens, and thirty-five (35) shrubs per acre.
2. **Tree Protection**
  - a. Property owners are responsible for ensuring that all existing trees shown on approved plans as being retained to meet the requirements of this article are protected during the construction process from removal, destruction, or injury.
  - b. Before any excavation takes place on the subject site, a barrier must be erected around the drip line of all such trees sufficient to put on notice all construction personnel that any disturbance of the area within the dripline of such trees is prohibited, except as expressly approved by the administrator. Required tree barriers must be shown on construction plans including the demolition and grading plans.
  - c. Clearing or grading shall not commence on the site until tree protection measures have been inspected and approved by the Administrator.
  - d. No soil disturbance, filling, compacting or material storage shall occur within tree protection areas.
  - e. In association with the approval of any permit herein required or any site plan or subdivision plat, the Zoning Administrator and/or Town Council may require additional tree preservation measures above and beyond those listed herein that are deemed to support the tree preservation objectives of this UDO.
3. **Maintenance**
  - a. The property owner is responsible for the maintenance and protection of all required landscaping and screening, in accordance with American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen
  - b. Failure to maintain landscaping is a violation of this ordinance.
4. **Planting size and specifications**
  - a. Ornamental and understory tree species planted to satisfy the tree planting requirements of this UDO must have a 2-inch minimum caliper size and a minimum height of 6 feet at the time of planting.

- b. Conifers or evergreen tree species planted to satisfy the tree planting requirements of this article must have a minimum height of 6 feet at the time of planting.
  - c. Canopy tree species planted to satisfy the tree planting requirements of this article must have a 2.5-inch minimum caliper size and a minimum height of 8 feet at the time of planting.
  - d. Tree and Plant Species Tree and plant species listed in the North Carolina Department of Transportation's Invasive Exotic Plants of North Carolina may not be credited toward satisfying the landscaping and screening requirements of this article.
  - e. All new trees planted shall be selected from the suggested species list, which is provided as Appendix 5 (approved plant list), provided that additional species may be used subject to specific approval of the Administrator. All trees must comply with the American Standard for Nursery Stock published by the American Association of Nurserymen.
  - f. All plant material shall be free from disease when planted and shall be maintained in a healthy condition. All plant material shall be installed in a fashion that ensures the availability of sufficient soil and water to sustain healthy growth. All trees shall be properly guyed and staked at the time of planting. All plant materials shall be planted in a manner which is not intrusive to utilities or pavement.
5. **Time for Installation.** All perimeter and open space landscaping for single-family major residential developments shall be completed in accordance with the approved site plan at the time that seventy (70) percent of the development is completed or within the next planting season following occupancy, whichever comes first. If the development is built in phases, then the landscaping shall be completed as seventy (70) percent of each phase is completed or within the next planting season following occupancy, whichever comes first. If plantings cannot be installed, the Administrator may issue a temporary permit and take surety until the landscaping is completed equal to one hundred ten (110) percent of the estimated cost for landscaping improvements.
6. **Replacement.** All landscaping shall be guaranteed for two (2) years from the date of acceptance and shall be replaced by the applicant at no charge to the Town should they die or be in a declining condition in the opinion of the Arborist. The replacement tree shall be the same size, species and quality, unless said species is no longer on the approved species list and shall carry the same two (2) year guarantee. The Town may use the bond or surety to replace plants if the developer fails to perform adequately. After the initial two (2) year period, the landowner or, in the case of plant material in common open space, the homeowners' or property owners' association shall be responsible for maintaining and replacing any plants that die.
7. **Plan Required.** All applications for development and construction activities that are subject to the landscape and screening regulations of this article must be accompanied by a landscape plan. No building permit or similar authorization may be issued until the administrator determines that the landscaping and screening regulations of this article have been met. These measures shall include, but not be limited to, the following:
- a. Tree landscape plan. The tree landscape plan must show that there will be no grading or land disturbing in the root protection zone. Land disturbing is also considered trenching, placing backfill in the root protection zone, driving or parking equipment in the root protection zone, and dumping of materials detrimental to plant health in close proximity of the tree(s).
  - b. Tree landscape protection. Tree protection fencing shall be indicated on the tree landscape plan, grading plan and demolition plans around the perimeter of tree protection areas. Fencing in or around an existing tree canopy to be preserved/saved shall contain an area bounded by a line situated five feet beyond the drip line, for a single tree, and five feet beyond the perimeter drip line for a group of trees. The protection fencing shall consist of colored mesh fabric fencing material, three feet minimum height, with posts eight feet or less on center.
8. **Inspections.**
- a. Agents, officials or other qualified persons authorized by the town are authorized to inspect the sites subject to the provisions of this UDO to determine compliance with this UDO or rules or orders adopted or issued pursuant to this UDO.

- b. No person shall refuse entry or access to any authorized representative or agent of the town who requests entry for the purpose of inspection, nor shall any person resist, delay, obstruct or interfere with the authorized representative while in the process of carrying out official duties.
  - c. If, through inspection, it is determined that a property owner or person in control of the land has failed to comply or is no longer in compliance with the provisions of this section or orders issued pursuant to this section, the town will serve a written notice of violation.
- 9. **Penalties.** In addition to other remedies and penalties provided by law and this UDO, a planting requirement of 4 trees for every tree removed, which may be assessed in addition to or in lieu of any monetary penalties. Where the Administrator has determined that a violation of this UDO has occurred, no certificate of occupancy or certificate of compliance shall be issued until required replacement plantings have been completed or the violation otherwise remedied.

#### **D-917B Additional Specific Requirements for Conservation Residential Development.**

##### **A. Minimum Open Space.**

- 1. At a minimum, fifty percent (50%) of the gross acreage of the tract will be required to be retained as Conservation Land. Not more than 20 percent of the minimum required area of Conservation Lands shall be comprised of wetlands, submerged lands, steep slopes, floodways, or land under high voltage electrical transmission lines (conducting 69 kilovolts or more).
- 2. When a proposed conservation residential development project lies on both sides of a major or minor thoroughfare, all attempts should be made to have 50 percent of each side's gross acreage designated as Conservation Land. However, the Town may allow flexibility on the distribution of Conservation Land in situations where there is greater logic to preserving special features on one side of the road, or due to locating homes on the other side due to the relative absence of special site features with greater conservation value.
- 3. The minimum percentage and acreage of required Conservation Lands shall be calculated by the applicant and submitted as part of the sketch plan.

##### **B. Priority for Conservation Lands.** In delineating conservation areas, the applicant shall use the following tier system as a guide, with those lands included in tier A having the highest priority for preservation; provided, however, that in certain portions of the Town, the priorities defined may be altered by the Town in order to maximize achievement of the goals and objectives of maintaining open space through conservation residential development projects:

- 1. Tier A, highest priority.
  - a. Forestlands.
  - b. Steep slopes (greater than 25 percent).
  - c. Viewsheds from thoroughfares.
- 2. Tier B, medium priority.
  - a. Farmlands, meadows, pastures, and grasslands.
  - b. Historic sites.
- 3. Tier C, lowest priority.
  - a. Moderate steep slopes (15 to 25 percent).
  - b. Rock formations.
  - c. Lands adjacent to parks.

##### **C. Consistency with Town Plans.** Conservation Lands shall be located in a manner that is consistent with the Town's land use plan and any Conservation Land audit, which identifies an interconnected network of Conservation Lands.

##### **D. Stream valleys, swales, springs, and other lowland areas.** Stream valleys, swales, springs and other lowland areas are resources that warrant restrictive land use controls because of flooding hazards to human life and property, their groundwater recharge functions, their importance to water quality and the health of aquatic communities, and their wildlife habitats. They are generally poorly suited for on-site subsurface sewage disposal systems. Accordingly, the following activities shall be minimized in such areas:

- 1. Disturbance to streams and drainage swales.

2. Disturbance to year-round wetlands, areas with seasonally high-water tables and areas of surface water concentration.
3. Because of their extreme limitations, stream valleys, swales and other lowland areas may warrant designation as Conservation Lands. They may also require adjoining buffer lands to be included as Conservation Lands, to be determined by an analysis of the protection requirements of such areas as determined by the Town Council on a case-by-case basis upon finding that designation of such areas as Conservation Land would have significant and positive long-term environmental impact on the Conservation Lands.

**E. Forestlands.**

1. Forestlands often occur in association with stream valleys and wet areas, poor and erodible agricultural soils, and moderate to steep slopes. Forestlands serve many functions, including soil stabilizers, particularly on moderate to steep slopes, a means of ameliorating harsh microclimatic conditions in both summer and winter, a source of wood products, natural wildlife habitats, and visual buffers.
2. Because of their resource values, all forestlands on any tract proposed for a conservation subdivision shall be evaluated to determine the extent to which they should be designated partly or entirely as Conservation Lands. Evaluation criteria include: configuration and size, present conditions, site potential (i.e., the site's capabilities to support forestlands, based upon its topographic, soil and hydrologic characteristics), ecological functions (i.e., in protecting steep slopes, erodible soils, maintaining stream quality and providing for wildlife habitats), relationship to forestlands on adjoining properties and the potential for maintaining continuous forestland areas.
3. The evaluation of the tract's forestlands shall be undertaken consistent with the Town's land audit. This evaluation shall be submitted as a report and made a part of the application for a sketch plan. At a minimum, that report shall include one or more maps indicating boundaries and conditions of forestland areas.
4. In designing a conservation residential development, the applicant shall be guided by the following standards:
  - a. Proposed site improvements shall be located, designed and constructed to minimize the loss or degradation of forestland areas.
  - b. Disturbance or removal of forestlands occupying environmentally sensitive areas shall be undertaken on a limited, selective, as needed basis. In particular, areas to be designed around and conserved, whenever possible, include the following: areas with a high diversity of tree species and tree ages; areas without invasive species; and individual trees of significant diameter. Because different tree species have different growth characteristics, certain species become significant at different diameters. For example, fast-growing species such as conifers become significant at 15 inches dbh. Relatively fast-growing hardwoods such as sweet gum and sycamore become significant at 12 inches dbh. Other hardwoods such as oaks and maples become significant at 12 inches dbh. Understory trees such as dogwood, redbud, water beech, and holly become significant at eight inches dbh.
  - c. No clearing or earth disturbance, except for soil analysis for proposed sewage disposal systems, shall be permitted on a site before preliminary plat approval.

**F. Slopes.** Moderately sloping lands (ten to 15 percent) and steeply sloping lands (over 15 percent) are prone to severe erosion if disturbed. Erosion and the resulting overland flow of soil sediments into streams, ponds and public roads, are detrimental to water quality and aquatic life, and a potential hazard to public safety.

1. Development in areas containing slopes of 15 to 25 percent shall be minimized. The only permitted grading beyond the terms described above, shall be in conjunction with the siting of a dwelling, its access driveway and the septic system.
2. No site disturbance shall be allowed on slopes exceeding 25 percent except grading for a portion of a driveway accessing a dwelling when it can be demonstrated that no other routing which avoids slopes exceeding 25 percent is feasible.
3. Grading or earthmoving on all sloping lands of 15 percent or greater shall not result in earth cuts or fills whose highest vertical dimension exceeds six feet, except where in the judgment of the Town's consulting engineer, no other available alternatives exist for construction of roads, drainage structures and other public improvements, in which case such vertical dimensions shall not exceed 12 feet.

4. Roads and driveways shall follow the line of existing topography to minimize the required cut and fill. Finished slopes of all cuts and fills shall be as required to minimize disturbance of natural grades.
- G. Significant natural areas and features.** Natural areas containing rare or endangered plants and animals, as well as other features of natural significance may exist in the Town. Applicants shall take all reasonable measures to protect significant natural areas and features identified by the applicant's existing resources and site analysis plan, as required in subsection D-607.C.2., by incorporating them into proposed Conservation Lands.
- H. Rural road corridors and scenic viewsheds.** All applications shall preserve the viewsheds along rural roads by incorporating them into Conservation Lands or otherwise providing for building setbacks and architectural designs to minimize their intrusion. Views of developable lots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping to the greatest degree possible.
- I. Lot Lines and Related Requirements .**
  1. Lots shall not encroach upon the designated Conservation Lands. Accordingly, the principal use, a single-family dwelling, shall not be located on Conservation Lands.
  2. A minimum of 95 percent of building lots within the subdivision must share at least one lot line with another lot in the subdivision.
- J. Design standards specific to the Conservation Lands.** Standards to be followed regarding the design of the Conservation Lands are as follows:
  1. **Uses of Conservation Lands.** No use or development shall be allowed on primary and required secondary conservation lands except as follows:
    - a. Conservation of open land in its natural state (e.g., forestlands, fields or meadows).
    - b. Agricultural uses, including raising crops or livestock, nurseries and associated buildings, excluding residences, provided that such buildings are specifically needed to support an active, viable agricultural or horticultural operation, and are architecturally compatible with the neighborhood setting. Specifically excluded, but not limited to, are commercial livestock operations involving swine, poultry and mink.
    - c. Pastureland.
    - d. Horse farms or academies.
    - e. Forestry, in keeping with established best management practices for selective harvesting and sustained yield forestry.
    - f. Neighborhood uses such as village greens, commons, picnic areas, community gardens, trails and similar low-impact, passive recreational uses.
    - g. Noncommercial recreational areas, such as playing fields, playgrounds, courts and bikeways, provided such areas do not consume more than half of the minimum required conservation land or five acres, whichever is less. Parking facilities for the same shall also be permitted, and they shall generally be gravel-surfaced, unlighted, properly drained, provide safe ingress and egress, and contain no more than ten parking spaces. Notwithstanding the above, golf courses, their parking areas, and associated structures, shall not be allowed on any required conservation lands.
    - h. Water supply and sewage disposal systems and stormwater detention areas designed, landscaped and available for use as an integral part of the conservation area.
    - i. Easements for drainage, access, sewer or water lines or other public purposes.
    - j. Underground utility rights-of-way. Above ground utility and street rights-of-way may traverse conservation lands but street rights-of-way shall not count toward the minimum required conservation land. 50 percent of the utility rights-of-way may be counted toward the minimum required conservation land.
  2. **No Structures; Limited Exceptions.** Except as otherwise permitted, Conservation Lands shall be free of all structures except historic buildings, stone walls, and structures related to Conservation Land uses. Limited exceptions may be considered as part of a conditional zoning process.
  3. **Minimum Size of Conservation Lands; Contiguity.**
    - a. Conservation Lands shall not include parcels smaller than three acres, have a length-to-width ratio of less than 4:1, or be less than 75 feet in width, except for such lands specifically designed



as neighborhood greens, playing fields or trail links. Exceptions to this requirement may be granted, on a case-by-case basis, where, due to topography, shape, size, or location of the tract, such requirements are determined by the Town Council when reviewing the preliminary plat to be infeasible, impractical, or serve no meaningful purpose.

- b. Conservation Lands shall be undivided by streets, except where necessary for proper traffic circulation.
  4. **Minimize Grading; Consistency with Existing Topography.** Conservation residential developments shall be designed to harmonize with the existing terrain, so that mass grading can be minimized, and the natural character of the underlying land will be preserved, to the maximum extent feasible. Site designers shall therefore lay out streets and house lots to conform to the existing topography as much as possible.
  5. **Accessibility.** Conservation Lands shall be directly accessible to the largest practicable number of lots within the neighborhood. Non-adjoining lots shall be provided with safe and convenient pedestrian access to Conservation Land.
  6. **Interconnected.** Conservation Lands shall be interconnected wherever possible to provide a continuous network of Conservation Lands within and adjoining the neighborhood.
  7. **Consistency with Adjoining Conserved or Park Land.** Conservation Lands shall provide buffers to adjoining parks, preserves or other protected lands.
  8. **Pedestrian Pathways.** Except as provided herein, Conservation Lands shall be provided with pedestrian pathways for use by the residents of the neighborhood. Public access shall be provided on such trails if they are linked to other publicly accessible pathway systems within the Town. Provisions shall be made for access to the Conservation Lands, as required for land management and emergency purposes. Access to Conservation Lands for agricultural or horticultural purposes may be appropriately restricted for public safety purposes and to prevent interference with agricultural or horticultural operations.
  9. **Neighborhood green required.** To the greatest extent feasible, each conservation residential development should provide at least one neighborhood green, not less than 10,000 square feet in area, planted with shade trees at 40-foot intervals around the edge.
  10. **Identification (Wood Signs of Conservation Areas.** Conservation areas shall be identified with wooden signs and accessed by trails leading from the street system. Trail heads shall be identified either with signage or with short sections of split-rail fencing.
  11. **Conservation Lands.** shall be made subject to such agreement with the Town and such conservation easements shall be duly recorded in the office of the county register of deeds for the purpose of permanently preserving the common open space for such uses.
- K. **Resource conservation standards for site preparation and cleanup.**
1. **Protection of vegetation from mechanical injury.** Where earthwork, grading, or construction activities will take place in or adjacent to forestlands, or other significant vegetation or site features, the Town shall require that the limit of disturbance be delineated, and vegetation protected through installation of temporary fencing or other approved measures. Such fencing shall be installed prior to the commencing of, and shall be maintained throughout, the period of construction activity.
  2. **Protection of vegetation from excavations.**
    - a. When digging trenches for utility lines or similar uses, disturbances to the root zones of all woody vegetation shall be avoided.
    - b. If trenches must be excavated in the root zone, all disturbed roots shall be cut as cleanly as possible. The trench shall be backfilled as quickly as possible.

#### **D-917C Specific Requirements for Non-Residential Development**

##### **A. Development standards.**

1. **Landscaping, Screening and Buffers.** Landscaping, screening and buffers shall meet or exceed the minimum standards as provided per D-918.I. A buffer shall be built and maintained the entire width of the property fronting major or minor thoroughfares and major or minor roads. The buffers shall be built the width of the setback. All such buffers and/or screens shall be built in such a manner as to effectively screen the development from any major or minor thoroughfare and major or minor road, and/or

- residential or commercial property existing at the time the CZ zoning is approved. All such landscaping, screening and buffers shall include, protect and maintain existing and planted trees.
2. **Parking Decks.** If one or more parking decks are to be built in accordance with the guidelines herein and contain 33 percent or greater of the required off-street parking for the development, the maximum allowable floor area ratio may be increased by the town council up to a ratio of 0.25. Parking decks not to exceed three above grade levels of parking may be allowed provided they do not exceed the maximum height provided in subsection 3, below. To the maximum extent possible, such decks shall be built of materials and designed in a manner to blend in with the associated development. Cars on all levels of a structural parking facility must be screened from view from outside the structure. Retail or office uses may be allowed on the periphery of all levels of the parking deck.
  3. **Building Height.** The majority of buildings in the development shall be two stories high. However, one-story and/or three-story buildings will also be used to provide a varied skyline for the development. A majority of the gross floor area within the development shall be contained in buildings that are two stories or shorter. All buildings or structures within 50 feet of residentially zoned property shall be limited to two stories and shall have a maximum building height of 35 feet, as measured from ground level to the peak of the roof.
  4. **Gross Floor Area.** No individual use within a non-residential development shall have a gross floor area greater than 8,000 square feet, except for supermarkets, libraries, town and government facilities, which may be as large as 25,000 square feet. Furthermore, individual retail uses having a gross floor area of greater than 20,000 square feet shall not comprise greater than 25 percent of the total gross floor area in the development devoted to retail use.
  5. **Design requirements.** The first floors of all nonresidential buildings must be designed to encourage pedestrian activity and use by arranging windows and doors so that individual uses within a building are visible and accessible from the street on at least 50 percent of the length of the first floor frontage that faces roads, sidewalks, or other areas of significant pedestrian activity. Where the first floor of a nonresidential building has expanses of blank wall, each such expanse of blank wall may not exceed 20 feet in length. The term "blank wall", for the purposes of this section, means a wall that does not contain transparent windows or doors or significant ornamentation, decoration or articulation.
  6. **Pedestrian Friendly.** Nonresidential portions of a development (including, but not limited to, the landscaping, parking and lighting of those portions) shall be designed so that they encourage and facilitate pedestrian use of those portions. In addition to other design elements that encourage and facilitate pedestrian use, in nonresidential portions of a development, sidewalks shall be placed in front of all principal buildings, and small pocket parks shall be created whenever feasible.
  7. **Off street parking areas.** Large expansive off-street parking lots are not allowed. Accordingly, each off-street parking area shall contain no more than 150 off-street parking spaces and shall meet or exceed the standards in section.
  8. **Internal Streets; private ownership; parking.** Streets within the development may be privately owned and maintained. On-street parking is allowed and may be counted towards meeting the off-street parking requirements. For both on-street and off-street parking, a parking space shall be not less than nine feet in width or less than 20 feet in length, and all parking spaces shall be clearly marked and maintained so that the boundaries of each space may be easily seen. In off-street parking lots with more than 20 standard spaces, one compact parking space may be permitted for every five standard spaces. Each compact space shall be at least seven feet wide and at least 17 feet long, and shall be clearly marked, "small cars only".
  9. **No outdoor storage.** Any outdoor storage of retail goods is prohibited. Notwithstanding this provision, garden materials such as flowers, plants, shrubs, fertilizer and pine needles, etc., may be stored outdoors, but only if appropriately located, screened and secured. Such outside storage shall be allowed only at the sole discretion of the town council and shall be included in calculating the floor area ratio for the site.
  10. **Open space.** At a minimum, ten percent of the gross acreage of the project (minus any required setbacks and buffers, utility easements, stormwater detention areas, and marginal lands including, but not limited to, wetlands, floodplains, steep slopes and bodies of water) shall consist of prominently located and pedestrian-accessible village green open spaces so as to encourage walking and pedestrian

activity within the development. No development may occur within any such open space except for the creation of sidewalks, other walking paths, and any type of development commonly found in small public parks, such as statues or other art.

11. **Stormwater management.** The post development rate of stormwater runoff from any lot shall not exceed the predevelopment rate of runoff for a 10-year storm. The applicant shall provide, at a minimum, the following information to the Administrator as part of his application to obtain a zoning permit:
  - a. An engineering report made and certified as true and correct by a registered engineer licensed to do business in the state. Such report shall include the following:
    - A. The routing of stormwater for the predevelopment and post development conditions of the proposed building lot.
    - B. Calculations showing the peak estimated rates of runoff using a ten-year return period for predevelopment and post development conditions, for the lot, including each stream leaving the proposed building lot.
    - C. Calculations, plans and specifications for stormwater retention/detention facilities or other means to effect peak rate attenuation.
    - D. A statement indicating the rate of post development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a 10-year storm.
  - b. A statement from the owner acknowledging responsibility for the operation and maintenance of required retention/detention facilities, and to disclose such obligation to future owners.
- B. **Additional Requirements.** For clarity, these supplemental requirements are in addition to other requirements of this UDO. Whenever a conflict arises between an otherwise applicable standard imposed by another provision of this UDO and this section for the non-residential development, the stricter standard shall apply. For example, development occurring within the downtown overlay district must also meet the requirements outlined in the Section D-703.

#### **D-917D Supplemental Requirements for Certain Uses**

- A. **Agricultural uses.** Structures housing poultry or livestock and waste removed from any structure shall be located no closer than 150 feet from any property line except that structures housing horses shall be located no closer than 60 feet from any property line. Corrals for bovine and equine animals are exempt from these setbacks.
- B. **Horse farm or academy.** Structures housing horses shall be located no closer than 60 feet from any property line. Waste removed from any such structure shall be located no closer than 150 feet from any property line.
- C. **Family Care Home.** Consistent with the authority provided in 160D-907 family care home are prohibited from being located within a one-half mile radius of an existing family care home.
- D. **Private airstrips.**
  1. The airstrips may be used only by the owners of the land on which the same is located; provided, however, if the airstrip is located on a bona fide farm, any airplanes engaged in crop dusting may use such airstrip in connection therewith;
  2. No flying lessons shall be conducted in airplanes flying from or to the airstrip;
  3. No commercial sales of airplanes, parts or fuel shall be conducted at the airstrip;
  4. The airstrip shall have been approved by the appropriate state and federal agencies.
- E. **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.
- F. **Customary home occupations.** Customary home occupations may be established in any dwelling unit. The following requirements shall apply in addition to all other applicable requirements of this UDO for the district in which such uses are located:
  1. The home occupation shall be clearly incidental and subordinate to the residential use of the dwelling and shall not change the residential use of the dwelling.

2. No accessory buildings or outside storage shall be used in connection with the home occupation.
3. Use of the dwelling for the home occupation shall be limited to 25 percent of the area of the principal building.
4. Only residents of the dwelling may be engaged in the home occupation.
5. No display of products shall be visible from any adjoining streets or properties. Sales of products are limited to those made on the premises and those which are accessory to the service being provided.
6. No alterations to the exterior appearance of the residence or premises shall be made which changes the residential characteristics.
7. Only vehicles used primarily as passenger vehicles (e.g., automobiles, vans and pick-up trucks) shall be permitted in connection with the conduct of the customary home occupation.
8. Chemical, mechanical, or electrical equipment that creates odor, light emission, noise, or interference with radio or television reception detectable outside of the dwelling shall be prohibited.
9. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood. Any need for parking generated by the conduct of the home occupation shall be provided off the road right-of-way.
10. One nonilluminated professional name plate, occupational sign, or business identification sign mounted flush to the dwelling unit and not more than 1½ square feet in area shall be allowed.

**G. Office trailers.**

1. Office trailers are allowed only as a temporary use and may be allowed for a maximum period of six months. Extensions of this period may be granted in the discretion of the Town Council only after a public hearing. See D-919, below for process regarding temporary use.
2. No office trailer shall be used for residential purposes.

**H. Service stations, convenience stores.**

1. On corner properties the driveways shall be located no closer than 30 feet from the point of intersection of two street property lines.
2. Driveways shall be located no closer than 30 feet from adjacent properties in residential districts or from properties used for residential or institutional purposes, and driveways shall be 30 feet wide and shall be designated by curb, planted areas, and landscaping which shall not exceed two feet in height.
3. No gasoline pump and/or canopy shall be located any closer than 80 feet from an existing street right-of-way.
4. Outdoor lighting shall be permitted in compliance with **Appendix 7** Lighting.
5. Freestanding canopies may be placed over properly located pumps or pump island, provided that:
  - a. They do not overhang the right-of-way of any street; and
  - b. They are not used as a sign structure or as the sign base.

**I. Essential services, classes II and III.**

1. Where a building or structure is involved and it is proposed to be located in a residentially zoned district, it shall be screened or buffered from adjacent residential land.
2. All outside storage areas are fenced and screened from adjacent residentially developed areas.
3. The site is of adequate size for the sewage disposal system proposed and for the proposed use.

**J. Public parks and recreational facilities.**

1. Fencing, scoreboards, and structures in athletic fields may be utilized for customary signs and shall be directed solely towards users of the athletic field. Such individual signs, whether temporary or permanent, shall not exceed 32 square feet in size and shall be permitted by the Administrator in the manner of other permanent, attached (on-structure) signs under **Appendix 3** (Signs), without amendment to the conditional use permit so long as compliance with all standards in this UDO are met.
2. All structures including signage, scoreboards, fencing, and facilities shall comply with all standards prescribed in this UDO.
3. Notwithstanding the provisions of this subsection, nothing in this section shall be construed to authorize or otherwise permit the erection of a billboard or sign that is independent of any fencing, scoreboard, backstop, announcer's booth, or concession stand existing within the athletic field.

**K. Schools.** Union County Public Schools (UCPS) is currently subject to 13 different sets of local land use regulations (12 different municipalities and Union County). Regulations vary from jurisdiction to jurisdiction, making it difficult to build new schools, renovate existing schools or locate mobile units in a consistent, timely and cost-effective manner. As a part of the Union County Board of Education's adopted "Building Program Cost Saving Principles", UCPS is endeavoring to establish a standard zoning classification and standardized requirements for school construction regardless of the schools locale in Union County. Such standardization will result in: (i) equitable school facilities throughout the county; (ii) more efficient permitting of school facilities; and (iii) cost savings for the benefit of the taxpayers of Union County. Staffs from UCPS, Union County and local municipalities have met and have agreed to make recommendations to their elected boards as follows:

1. UCPS staff will involve local municipal staff early in the site selection process. The local municipal staff will make recommendations regarding target sites or areas within their respective jurisdictions that are suitable for school uses. Pursuant to state statute, final decisions regarding the selection of school sites are made by the Union County Board of Education.
2. Allow all new schools, additions or renovation uses by right with supplemental standards. This will eliminate the costly and time-consuming discretionary zoning process and site-by-site negotiations. All local government entities benefit by having expectations regarding school design and construction identified in advance.
3. Jurisdictions may consider an optional CZ review process if unique conditions exist as determined by the zoning/planning administrator. The administrator shall consider if the proposed project poses a negative impact on the public health and safety.
4. Supplemental standards shall include:
  - a. Exterior of buildings:
    - i. Exterior building materials shall be limited to masonry brick (brick or prefinished block), natural or synthetic stucco, prefinished insulated or noninsulated metal panel system, prefinished metal fascia and wall coping, standing seam metal roof (for sloped roof only), painted hollow metal and/or prefinished aluminum door and window frames, glass, painted or prefinished steel.
    - ii. UCPS staff will work with municipality staff to follow any requirements of municipality "special overlay districts" as it relates to the exterior design of the facility.
    - iii. Exterior of buildings will be articulated to enhance the area of the site.
  - b. Mobile classrooms (MCR):
    - i. MCR's shall be located in rear yard if possible. If rear yard cannot accommodate the MCR's then they can be placed in the side yard. MCR's can be placed in the front yard only if the MCR's cannot be accommodated in the rear or side yards.
    - ii. MCR underpinning and crawl spaces shall be screened.
    - iii. Landscaping/planting shall be provided between the MCR and any adjacent roads from which the MCR's are visible.
  - c. Sidewalks:
    - i. Sidewalks will not be required if they present a public health and safety hazard; sidewalks on the school property that connect to an existing sidewalk infrastructure will be provided by UCPS. Except as provided above, the municipalities shall be responsible for paying for and constructing sidewalks.
    - ii. UCPS will dedicate appropriate easement or road right-of-way needed for sidewalks if requested by municipality.
    - iii. UCPS will grade areas for sidewalks if requested by municipality.
    - iv. UCPS will cooperate with municipality to apply for grants for sidewalks.
  - d. Exterior illumination:
    - i. Driveway and parking area lighting shall be no more than ten foot-candles. Spill over to adjacent properties shall not exceed one foot candle for nonresidential use/and or zoning and 0.50 foot-candles for residential use and/or zoning. Lighting fixtures shall be shielding type.

- ii. Lighting fixtures located on the building exterior shall not emit more than five foot-candles and shall be shielding type.
  - iii. Lighting for athletic fields shall follow the current standards as set forth by the North Carolina High School Athletic Association Lighting Standard. A lighting control package shall be included and lights shall be shut off no later than one hour after the end of the event.
- e. Signs:
  - i. Materials for sign base and structure shall match the primary building materials.
  - ii. Sign face shall not exceed 40 square feet and does not include the sign support structure. The bottom of the sign face shall be no less than 24 inches above, nor more than 72 inches above the ground surface. The sign support structure can include columns and walls on either side of and below the sign face and shall not be more than 16 inches taller than the sign face.
  - iii. One sign shall be permitted per school. Alternatively, if multiple schools use the same driveway access, then the allowable square footage may be increased by ten square feet for each additional school.
  - iv. One wall sign per school shall be permitted and only for the name of the school and shall be reviewed by the administrator.
  - v. External illumination is allowed.
- f. Parking:
  - i. At elementary and middle schools provide one space per staff member plus 1.6 spaces per classroom or one space for each three seats used for assembly purposes whichever is greater.
  - ii. At high schools provide five spaces per instructional classroom or one space for each three seats used for assembly purposes whichever is greater.
  - iii. No more than 20 percent of the required spaces can be compact spaces.
  - iv. Minimum size of spaces shall be nine feet wide by 19 feet long for regular, 7½ feet wide by 15 feet long for compact, and accessible spaces shall meet current accessibility codes.
- g. Student drop-off stacking: On-site vehicle stacking for student drop-off shall be based on NCDOT requirements using the NCDOT required calculator.
- h. Landscaping and screening/buffering:
  - i. Trees and shrubs shall be as indicated within the municipality species list.
  - ii. Parking area: One large or two small trees shall be provided for each 12 parking spaces. Each parking space shall be located within 65 feet of a tree. Rows of parking spaces shall be terminated with a landscaped island and shall be the same size as a parking space.
  - iii. Parking areas shall be screened from adjacent public roads with shrubs based on the municipality's species list.
  - iv. Storm detention basins shall be screened with fencing and/or shrubs as determined by the administrator and shall be dependent upon the size, location and use of the basin.
  - v. Land berms will not be permitted between school facilities and roads.
  - vi. Land berms can be used in conjunction with required screening/buffering to adjacent uses as determined by the local regulations.
  - vii. Screening/buffering from adjacent uses will be opaque and shall consist of:
    - a. Small trees planted at a rate of three per 100 feet and six feet high evergreen shrubs planted at a rate of 25 per 100 feet; or
    - b. Large trees planted at a rate of 2.5 per 100 feet and a six-foot high solid wood fence; or
    - c. Tall evergreen trees with branches touching the ground planted in a stagger.

- viii. If the adjoining property is of similar or compatible use the administrator may reduce or eliminate the screening/buffer.
  - ix. Screening/buffering requirements may be waived when screening/buffering is already provided. There may be cases where the unusual topography or elevation of a site, or the size of the parcel involved, or the presence of screening on adjacent property would make the strict adherence to the regulation serve no useful purpose. In those cases, the administrator is empowered to waive the requirements for screening so long as the spirit and intent of this section and the general provisions of this section pertaining to screening are adhered to. This section does not negate the necessity for establishing screening for uses adjacent to vacant property.
  - i. UCPS will endeavor to adhere to all tree preservation ordinances of the municipalities and shall preserve natural buffers between the school facility and adjacent properties as much as practical.
  - j. UCPS will endeavor to retain as much existing trees and vegetation on school sites as practical and will re-introduce common local species into the project as possible.
- 5. Stormwater management. The post development rate of stormwater runoff from any lot shall not exceed the predevelopment rate of runoff for a 10-year storm. The applicant shall provide, at a minimum, the following information to the Administrator as part of his application to obtain a zoning permit:
  - a. An engineering report made and certified as true and correct by a registered engineer licensed to do business in the state. Such report shall include the following:
    - i. The routing of stormwater for the predevelopment and post development conditions of the proposed building lot.
    - ii. Calculations showing the peak estimated rates of runoff using a ten-year return period for predevelopment and post development conditions, for the lot, including each stream leaving the proposed building lot.
    - iii. Calculations, plans and specifications for stormwater retention/detention facilities or other means to effect peak rate attenuation.
    - iv. A statement indicating the rate of post development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a 10-year storm.
    - v. A statement from the owner acknowledging responsibility for the operation and maintenance of required retention/detention facilities, and to disclose such obligation to future owners.
  - b. Small cell telecommunication facilities are a permitted use in accordance with D-931.
- L. Adult establishments.** Adult establishments are permitted only in the B-2 district and only if they satisfy the following requirements:
  - 1. Any structure containing an adult establishment must be at least 1,000 feet from any residentially zoned property, school, church or house of worship, child care center, park or playground (each of which constitutes a protected use). An adult establishment lawfully operating as a conforming use is not rendered a nonconforming use by the subsequent location of a protected use within 1,000 feet of it.
  - 2. Any structure containing an adult establishment must be at least 1,000 feet from any other adult establishment.
  - 3. For purposes of this section, the distance between a structure containing an adult establishment and a protected use shall be measured by a straight line from the closest edge of the structure containing the adult establishment to the closest portion of the property line of the property on which the protected use is located. For purposes of this section, the distance between two structures containing



adult establishments shall be measured by a straight line connecting the closest edges of those structures.

4. No more than one adult establishment may be located within a single structure.

**M. Accessory uses and structures.** Minor uses or structures which are necessary to the operation or enjoyment of a permitted principal use, and are appropriate, incidental and subordinate to any such uses, shall be permitted in all districts with certain exceptions as described herein as an accessory use, subject to the following:

1. Accessory uses or structures, well houses and swimming pools shall be located no closer than the setback for the principal building or 15 feet to any side or rear lot line whichever is less. Well houses shall be allowed in any yard.
2. Notwithstanding any other provision in this section, any accessory structure with a building footprint exceeding 200 square feet may be located in any nonrequired side or rear yard and must comply with all setback requirements of principal structures for that zoning district.
3. In any residential district or on any lot containing a principal residential use, no accessory use or structure shall be permitted that involves or requires any construction features which are not residential in nature or character.
4. Accessory uses shall be located on the same lot as the principal use.
5. An accessory building other than barns or farm-related structures may not exceed the height of the principal building.
6. Other than barns or farm-related structures, the total combined square footage of all accessory structures (including above ground swimming pools) on any parcel less than six acres shall not exceed two-thirds of the footprint of the principal building. On lots 6 acres or greater, the total combined footprints of all principal and accessory structures (including above ground swimming pools) shall not exceed 15 percent of the gross lot area.
7. Roofed accessory uses physically attached or connected to the principal building shall be considered a part of the principal building and shall be subject to the setback requirements for the principal building.
8. A swimming pool shall be considered an accessory use. A swimming pool can be located in the rear yard on all residential properties, or in the side yard provided the principal structure has a minimum 200-foot front setback and the pool will have a minimum 150-foot side setback. In all other situations, it will be subject to a conditional use approval as provided in article III of this UDO.
9. Occupancy of a travel trailer, recreational vehicle (RV), or licensed motor vehicle as an accessory family dwelling shall be permitted for no more than 30 total days per calendar year.
10. Accessory family dwellings: An incidental structure or an incidental area within a primary structure that is capable of being used as a separate dwelling and that is generally occupied and used by a different person(s) than the person(s) that generally occupies and uses the property's primary dwelling. Such a separate structure or area shall be considered an accessory family dwelling whether it is detached from the primary dwelling, attached to the primary dwelling, or partially or completely contained within the primary dwelling.
11. When allowed, accessory family dwellings shall be subject to the following additional requirements:
  - a. Accessory family dwellings shall comply with all applicable provisions of the Weddington Code of Ordinances.
  - b. At least one additional off-street parking space shall be provided for the use of those occupying the accessory family dwelling unless the Administrator determines that sufficient off-street parking already exists to accommodate both the property's primary dwelling and the accessory family dwelling.
  - c. An accessory family dwelling shall be allowed only on lots that meet the minimum lot area requirement of the applicable zoning district.
  - d. Only one accessory family dwelling shall be allowed per lot.

- e. The accessory family dwelling shall meet all setback requirements applicable to principal structures in the zoning district.
- f. The heated floor area of the accessory family dwelling shall not exceed 30 percent of the gross floor area of the primary dwelling. *Commentary:* Examples of accessory dwelling square footage are: A 1,333 square foot primary dwelling is needed for a 400 square foot accessory family dwelling. (30 percent of 1,333 = 400).
- g. The property including the accessory family dwelling shall retain a single-family appearance from the street. By example only and not for purposes of limitation, the accessory family dwelling shall not have its own separate mailbox, and it must share driveway access with the primary dwelling.

**D-918. General Requirements.**

- A. Lot to abut a public street; exceptions.** No building or structure shall be erected or located, nor shall any principal use be instituted on a lot which does not abut a public street with the following exceptions:
  - 1. A single-family dwelling or mobile home may be constructed on a lot which does not abut a street, provided such lot existed prior to the date the ordinance from which this UDO is derived became effective and provided such lot is provided access to a public street by an easement at least 20 feet in width for occupants of the dwelling established on such lot and further provided that such easement is maintained in a condition passable for service and emergency vehicles. Said easement may also be used where needed for the installation and maintenance of utility facilities.
  - 2. Easement lots created pursuant to D-917A.H.2.
- B. One principal building permitted on single lot. Single-family residential district; duplex district.** In any single-family residential district, one principal single-family dwelling unit or one mobile home and one accessory family dwelling unit and accessory structures shall be permitted on a single lot which meets at least the minimum requirements of this UDO. Accessory family dwelling units may not be permitted in the two-family district (R40-D).
- C. Visibility at intersections.** No structures, buildings, or other improvements over 3½ feet high will be permitted within ten feet of the right-of-way of an intersection, except as provided in subsection I (Screening and Landscaping).
- D. Floodplain.** All subdivision proposals shall be consistent with the need to minimize flood damage. See Appendix 10 Floodplain Regulations.
- E. Public Utilities.** All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems, if available, located and constructed to minimize flood damage.
- F. Outdoor lighting.** Outdoor lighting shall be so located as not to reflect on adjacent property or on public streets in such manner as to adversely affect the enjoyment of adjacent property or endanger the motorist traveling such streets. All outdoor lighting shall conform to the Town lighting regulations.
- G. Lighting.** See Appendix 7.
- H. Architectural Standards [non-residential].** See Appendix 8.
- I. Screening and landscaping.**
  - 1. Screening required by any of the following or by any other section of this UDO shall be provided in accordance with the following standards:
    - a. Such screening shall be located on the property with the use with which it is associated or required, and shall materially screen the subject use from the view of the adjoining properties.
    - b. Screening shall be in the form of all natural material, including brick with no exposed cement block.
    - c. When screening is in the form of natural vegetation, a buffer strip at least ten feet wide shall be planted. This strip shall be free of all encroachments by building, parking areas or impervious coverage.

2. Buffer requirements include a given minimum distance separation from the property line and required planting trees and shrubs within the buffer. The minimum buffer requirements, which are based on the size of the lot, shall be as listed in the following table:

**BUFFER REQUIREMENTS TABLE**

ACRES	less than 0.5	0.5	1.0	1.5	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10 or more
WIDTH*	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50
TREES (per 100 ft)	3			4			5			6			7			8			9		
SHRUBS (per 100 ft)	20																				20

\*The minimum width of a buffer may be reduced by an additional 20 percent if a fence or wall is constructed in accordance with these regulations.

ft = feet

3. The width of the buffer may be reduced by 20 percent if a wall or fence is provided that meets the following standards:
  - a. Any fence or wall shall be constructed in a durable fashion of brick, stone, other masonry materials, or wood posts and planks, or metal or other materials specifically designed as fencing materials, or any combination thereof as may be approved by the Administrator.
  - b. No more than 25 percent of the fence surface shall be left open, and the finished side of the fence shall face the abutting property.
  - c. A chain-link fence with plastic, metal or wooden slats may not be used to satisfy the requirements of this section when abutting residential uses and districts;
  - d. Walls and fences shall be a minimum height of six feet.
4. Required trees and shrubs within the buffer shall meet the following standards:
  - a. Forty percent of the required trees within the buffer shall be large mature trees;
  - b. All trees shall have a minimum caliper of two inches measured six inches above ground at the time of planting;
  - c. Shrubs shall be evergreen and at least three feet tall when planted with the average height of six feet in three to four years. However, 25 percent of the shrubs may vary from this standard. The allowed variations are as follows:
    - i. Shrubs may be deciduous;
    - ii. Shrubs may be two feet tall when planted, provided an average height of three to four feet is expected as normal growth within four years; or

- iii. Shrubs planted on a berm may be of lesser height, provided the combined height of the berm and plantings is at least eight feet after four years.
  - d. Shrubs and trees shall be on the approved plant list in [Appendix 6](#) Approved Plant List.
  - e. All specifications for the measurement, quality, and installation of trees and shrubs shall be in accordance with the American Standards for Nursery Stock published by the American Association of Nurserymen, and shall be free of disease; and
  - f. Twenty-five percent of all trees will be evergreen.
- 5. Landscaping buffers will have an arrangement of trees and shrubs in the buffer area, which shall be done in a manner that provides a visual separation between abutting land uses. Shrubs shall be massed in rows or groups to achieve the maximum screening effect. Guidelines for the arrangement of plant material are illustrated in section D-918.I. (Screening and Landscaping).
- 6. In the event that it can be demonstrated that existing vegetation meets the intent of this section, but the plant materials are not on the approved list, the Administrator may waive the requirements for plant materials. If a plant material is not on the approved list, the Administrator may determine whether it is acceptable.
- 7. Berms may be used as screening (**for non-residential uses only**), provided such berms are at least six feet in height with a maximum slope of 4:1, as measured from the exterior property line. Berms shall be stabilized to prevent erosion and landscaped. If a berm is constructed, shrubs are required but the number may be reduced by 25 percent. However, constructing a berm does not modify the number of trees required.
- 8. Required buffers shall not be disturbed for any reason except for required driveways, sidewalks, or other pedestrian or bicycle paths, walls, fences, or required landscaping, landscaping maintenance or replacement, or maintenance and construction of berms, or utility lines. However, utility line construction must meet the following requirements:
  - a. The removal of any tree larger than six inches in caliper or any dogwood or redbud larger than two inches in caliper shall require the approval of the Administrator;
  - b. No utility easements shall run longitudinally within a buffer yard.
- 9. To the extent possible, the path cleared for the utility lines shall be replaced with plant materials which are consistent with those that existed prior in the buffer yard.
- 10. In no case shall the plant species of Pueraria lobata (Kudzu) be used for planting with the buffer.
- 11. The developer shall be required to replace any plant material which has not remained viable or has failed to stabilize the soil through two consecutive growing seasons.
- 12. All buffers shall be constructed in a manner that shall allow for adequate sight distance where subdivision streets intersect with the thoroughfare.
- 13. If utilities are located within the buffer yard, then the right-of-way width must be added to the total buffer width, in addition to the required width in table in section D-918.I. (Screening and Landscaping). This additional buffer width can be added into the calculated lot area.
- 14. If utilities are to remain in the buffer yard, then all landscaping, including the location of a berm, must be located as follows:
  - a. *Overhead.* Trees next to power lines shall be planted using the table below. The measurement shall be made from the nearest edge of the tree trunk.

Distance from power line	Tree specification
40 feet or greater	Any tree listed in appendix I

18 feet or greater	Small maturing trees listed in appendix I. However, except trees as marked with an asterisk (*) shall not be located within the utility right-of-way.
0—18 feet	Shrubs with a mature height of less than 20 feet.

- b. *Underground.* Roots planted near underground utility or power lines may be damaged in the event that repairs are required. Utmost care shall be taken when planting new trees and when carrying out any excavation work near trees.
15. Business and commercial uses adjacent to residential zoning shall provide screening to materially screen the subject use from the view of the adjoining residential zoning district.
16. Off-street parking and loading facilities and dumpsters adjacent to residential zoning or located in a residential district shall provide screening.
17. For open-air storage, or an unenclosed structure within 100 feet of a road, consisting of a roof, but no walls, used for storage of materials, products, wastes or equipment associated with business or certain conditional uses, screening shall be provided. Such screening may be located anywhere on the subject property, provided the storage is effectively screened.
18. In cases where screening is required by this UDO and devices such as existing vegetation or topographical features or extreme size of the tract involved would render the installation of screening unnecessary, the Administrator is hereby empowered to accept the existing features as meeting the general requirements. Such decision shall be based on the spirit and intent of this section. If, at any time after existing topographical features or size of the lot are thereafter altered so as to render them inadequate as screening, the owner of the land shall be required to provide screening as described in this section to achieve the required screen. The vacancy or nonuse of adjacent property shall not negate the necessity for installation of screening.
19. This Section I shall be construed to require screening alongside property lines and/or rear property lines adjacent to residential zoning, but in no case shall screening be required along a public street, except as provided in subsections 16 and 17 of this section.
20. Uses permitted within the business districts shall provide street trees as landscaping along the front property line, along the side street property line on a corner lot, and at the rear property line when the rear property line lies directly across the street from a residential district. Such trees shall be installed in accordance with the following standards:
  - a. Such trees may be evergreen or deciduous.
  - b. Such trees shall be a minimum of four feet high at planting.
  - c. The maximum spacing between trees shall be 30 feet.
21. Such trees shall when possible be located behind the right-of-way of the street. When it is necessary to locate landscaping required by this section on the right-of-way of a state-maintained road, an encroachment agreement shall be obtained from the state department of transportation. Consideration should be given to the alignment of trees or shrubs installed on an adjoining lot and when possible the alignment should be continued along the street. Encroachment into the sight distance area as defined in section D-918.C. (Visibility at Intersections) shall be allowed subject to the requirement that landscaping installed within a sight distance shall be set back as far as is practicable from the intersection of the two streets forming the intersection and shall not be of a height to interfere with sight distance.
22. In cases where existing trees on a lot or lots are located within the required setback, and where existing trees would inhibit or restrict the growth of street trees required by this section, the Administrator may authorize that low growing shrubbery be installed in lieu of trees. Such shrubs shall adhere to the locational requirements stated in subsections 19 and 20 of this section.
23. Essential services, classes I, II, III, IV, shall be naturally screened on all sides in compliance with the screening and landscaping provisions of this section.

**J. Fences and walls permitted within yard areas (including entrances to residential neighborhoods).** Unless otherwise noted in this UDO, fences or walls are permitted in the various districts subject to the following regulations:

**1. Residential districts.**

- a. Within the required rear and side yard areas, the maximum height of a fence (except court perimeter fences) or wall shall be eight feet.
- b. Within the required front yard area, the maximum height of a fence or wall shall be five feet.
- c. No portion on any fence or wall may be located within the established right-of-way of any publicly maintained road unless an encroachment agreement has first been obtained from the governing body maintaining said road.
- d. Subdivision entry and perimeter walls and entry monuments are not required to be of any specific height or style but are subject to review and approval of the planning board prior to the start of construction.

**2. Business districts.**

- a. Within the required rear and side yard areas, the maximum height of a fence or wall shall be eight feet.
- b. Within the required front yard area, the maximum height of a fence shall be five feet.

**K. Signs.**

- 1. **Purpose.** The purpose of this article is to permit such signs that will not, by their reason, size, location, construction, or manner of display, endanger the public safety of individuals, confuse, mislead, or obstruct the vision necessary for traffic safety, or otherwise endanger public health, safety, and welfare, to protect and enhance property values and community appearance as part of the town's concerted effort to enhance the aesthetic quality, and to permit and regulate signs in such a way as to support and complement the land use objectives set forth in the land development plan.
- 2. **Signs permitted without permit.** The following signs shall not require a permit:
  - a. Signs required to be posted by law, signs established by governmental agencies, "Warning" signs and "No Trespassing" signs, town monuments and historical markers placed by a governmental agency or a recognized historical society. Historical markers shall not exceed six square feet in area, exclusive of the support structure. Town monuments shall not exceed 14 feet in height. Private unofficial traffic signs indicating directions, entrances, or exits, also shall not require a permit.
  - b. One sign, including a professional name plate, per dwelling unit, denoting the name of the occupant, not to exceed 1½ square feet in area.
  - c. All political signs, provided that such signs shall be placed in accordance with the following:
    - i. Persons may place signs within the street/road right-of-way no sooner than 30 days prior to "one-stop" early voting and shall be removed by the candidates within ten days after the primary or election day.
    - ii. Permission is granted from any property owner of a residence, business, or religious institution fronting the right-of-way where a sign would be erected,
    - iii. No sign shall be closer than three feet from the edge of the pavement of the road.
    - iv. No sign shall obscure motorist visibility at an intersection.
    - v. No sign shall be higher than 42 inches above the edge of the pavement of the road.
    - vi. No sign shall be larger than 864 square inches.
    - vii. No sign shall obscure or replace another sign.
  - d. One sign advertising real estate or incidental items "for sale," "for rent," or "for lease," not greater than six square feet in area, located upon property so advertised or property where such incidental items are being sold. Any such sign advertising property for sale shall be removed within seven days after the property has been sold (upon closing), rented or leased. Any signs erected pursuant to this provision must not violate). Any signs advertising real estate subdivisions shall be limited to one sign no greater than six square feet in area located at the entrance of the subdivision.

- e. A sign advertising the sale of produce on the premises where the produce is being sold and grown shall be no more than ten square feet per side.
  - f. Any sign in town, deemed by the Administrator to be in need of repair, shall be renovated within 30 days by the owner upon receipt of written notification.
  - g. Temporary signs erected by homeowners' associations or neighborhood associations which are not greater than six square feet in area and which are located upon property owned by the homeowners' association at the entrance to the subdivision for a maximum of five days.
3. **Prohibited signs.** The following signs are expressly prohibited within all zoning districts, unless as otherwise specified in this UDO:
- a. All off-premises signs, including directional signs and billboards. Such prohibition, however, shall not be applicable to temporary signs permitted by subsection 8, below.
  - b. All portable signs, except as may otherwise be allowed by this UDO.
  - c. Flashing light signs.
  - d. Any sign which the Administrator determines obstructs the view of bicyclists or motorists using any street, private driveway, approach to any street intersection, or which interferes with the effectiveness of or obscures any traffic sign, device or signal.
  - e. Luminous signs.
  - f. Any sign placed upon a traffic control sign, tree that is on public land or lies within a public road right-of-way, or utility pole for any reason whatsoever.
  - g. Building-mounted signs.
4. **General requirements.**
- a. Any lighted sign or lighting device shall be so oriented as not to cast light upon a public right-of-way so as to cause glare, intensity or reflection that may constitute a traffic hazard or a nuisance, or cast light upon adjacent property that may constitute a nuisance.
  - b. Lighted signs shall employ only devices emitting a light of constant intensity and white color, and no signs shall be illuminated by a flashing, intermittent, rotating or moving light.
  - c. No electric sign shall be so located with relation to pedestrian traffic as to permit such sign to be easily reached by any person. The bottom of such sign shall be located a minimum of ten feet above the grade immediately under said sign, if the sign is within 15 feet of the edge of the street right-of-way.
  - d. The area of a sign shall be measured by measuring one face of the entire sign including any border or trim and all of the elements of the matter displayed, but not including the base or apron, supports or other structural members. The area of a double-face sign shall be the area of one face of the sign.
  - e. Nonconforming signs shall be subject to the provisions contained in section D-112.F.
  - f. Fencing, scoreboards, and structures in the athletic fields may be utilized for customary signs, and all such signs shall be directed solely towards users of the facility. Such individual signs, whether temporary or permanent, shall not exceed 32 square feet in size and shall be permitted by the Administrator in the manner of other permanent, attached (on-structure) signs under subsection 5, or temporary signs under subsection 8, below without amendment to the conditional use permit or conditional zoning permit so long as compliance with all standards in this UDO are met.
5. **Attached (on-structure) signs.**
- a. On-structure signs shall be considered either attached signs or painted wall signs.
  - b. No sign painted on a building or wall shall exceed 20 percent of the wall area, or a maximum of 64 square feet, with the exception of attached (on-structure) signs located at the athletic fields containing signs which shall be permitted per subsection (d) of this section.
  - c. No sign shall be located on the roof of any structure or extended above the parapet or eave line of any structure.
  - d. Attached (on-structure) signs customarily located at athletic fields containing signs shall be directed solely toward users of the facility. Such individual signs, whether temporary or permanent, shall not exceed 32 square feet in size.

**6. Freestanding ground signs.**

- a. No portion of any freestanding ground sign shall be higher than seven feet above grade as measured to the top of the sign.
- b. No part of the sign, including projections, shall be located closer than 15 feet to any adjacent side lot line and shall not be located within five feet of the edge of the street right-of-way line.
- c. All freestanding ground sign structures or poles shall be self-supporting structures erected on or set into and permanently attached to concrete foundations. Such structures or poles shall comply with the building codes of Union County and be affixed as not to create a public safety hazard.
- d. The sign shall be located in a manner that does not impair traffic visibility.
- e. Freestanding ground signs are permitted as long as the building or structure in which the activity is conducted is set back at least 30 feet from the street right-of-way.
- f. The maximum sign area varies by type and use. Unless otherwise specified in the ordinance, the maximum total sign area per side shall be 50 square feet and the total text area per side (including logos) shall be no greater than 20 square feet.

**7. Orientation signs.**

- a. Orientation signs are allowed on church campuses and educational and governmental facilities containing several buildings located on one or more lots.
- b. Orientation signs are intended for directing pedestrians and traffic and are not allowed off-premises.
- c. All orientation signs must be secured to the ground or affixed so as not to create a public safety hazard.
- d. The sign shall be located so as to not impair traffic visibility.
- e. The maximum total sign area per side shall be 14 square feet including all text, graphics and logos.
- f. No freestanding ground orientation sign shall be located higher than six feet above grade as measured to the top of the sign.
- g. No part of the sign, including projections shall be located closer than 15 feet to any adjacent side lot line and shall not be located within 20 feet of the edge of the street right-of-way line.

**8. Temporary signs.**

- a. *Banners, pennants and temporary signs.* The following temporary signs are permitted after the Administrator has issued a temporary sign permit, for a total period not to exceed 30 days:
  - i. Except for temporary off-premises signs authorized under subsection (a)(3) of this section, special event signs set out below, unlighted portable signs, banners and wind-blown signs such as pennants, spinners, flags and streamers for special events, grand openings and store closings. Any such sign shall be no greater than 20 square feet and shall be limited to one sign per address. For the purposes of this section, special event shall mean any festive, educational, sporting or artistic event or activity for a limited period of time, which is not considered as part of the normal day-to-day operations of the group, organization or entity.
  - ii. Temporary banner-type signs customarily located at athletic fields containing signs shall be directed solely towards users of the athletic field. Fencing, scoreboards and structures in the athletic fields may be utilized for customary signs in order to raise funds for these same facilities. Such individual temporary signs shall not exceed 20 square feet in size, may be permitted for a period not to exceed one year, and may be renewed so long as the sign remains in compliance with the requirements of this article.
  - iii. A maximum of two off-premises signs shall be allowed per event, provided one temporary off-premises special event sign shall be allowed, per parcel fronting on a



public road upon the issuance of a temporary use permit, subject to the following restrictions:

- a. Each temporary off-premises special event sign shall be on private property, outside the road right-of-way and subject to permission of the property owner;
  - b. A temporary off-premises special event sign can only be placed seven days before the special event and must be removed 48 hours after the special event;
  - c. A separate permit must be issued for each temporary off-premises special event sign;
  - d. No parcel may be issued more than four temporary off-premises special event sign permits during any 12-month period;
  - e. Temporary off-premises special event signs shall be limited to four times per year, per group/organization.
- b. *Construction announcement signs.* One construction announcement sign per project shall be permitted and shall require a sign permit, valid for one year and renewable, one time, for one additional year, shall comply with the provisions of subsection 6 hereof (Freestanding ground signs), and shall be single-faced of a maximum area of 20 square feet. This sign shall be temporary and shall be removed within seven days after completion of the work on the subject property by the firm that is advertised on the sign. Announcement signs are not to be used to advertise real estate or subdivisions. No lighting of announcement signs shall be permitted.
- c. *Subdivision sales signs.* One subdivision sales sign per entrance shall be permitted and shall require a sign permit, valid for one year and renewable annually as long as ten percent (rounded up) or ten lots, (excluding septic and unbuildable lots) whichever is less, continue to be marketed for sale. Subdivision sales signs may be no greater than 20 square feet (including text and support structure) in area and six feet in height, measured from grade, and must be located behind the right-of-way line and out of the sight triangle at the subdivision entrance. No lighting of subdivision sales signs shall be permitted.

**9. Signs permitted in all R residential districts.**

- a. Signs on-premises of single-family and two-family dwellings and on the premises of mobile homes in all R residential districts are regulated as follows:

(1)	Types of signs permitted:	Identification.
(2)	Permitted number of signs:	One per dwelling unit.
(3)	Maximum area of signs:	Three square feet.
(4)	Permitted location:	Behind street right-of-way.

- b. Signs on-premises of small group day care homes are regulated as follows:

(1)	Types of signs permitted:	Identification.
(2)	Permitted number of signs:	One per dwelling unit.
(3)	Maximum area of signs:	Three square feet.

(4)	Permitted location:	Behind street right-of-way.
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c. Signs on-premises of cemeteries are regulated as follows:

(1)	Types of signs permitted:	Identification.
(2)	Permitted number of signs:	One per street front.
(3)	Maximum area of signs:	20 square feet.
(4)	Permitted location:	Behind required setback.

d. Signs on-premises of church campuses and educational and governmental facilities are regulated as follows:

(1)	Types of signs permitted:	Identification, Bulletin Board and Orientation
(2)	Permitted number of signs:	Attached: One for each building's main entrances. All requirements of subsection 5 shall be met.
		Freestanding Ground Identification and Bulletin Board: One identification or one bulletin board per principal building.
		Orientation: One freestanding ground and two attached for each 750 feet of frontage on a public roadway on one or more contiguous lots with common ownership. All requirements of subsection 7.a shall be met.
(3)	Maximum area of signs:	Attached: One square foot of aggregate area per linear foot of building street frontage up to a maximum of 64 square feet per premises, regardless of the number of establishments occupying such premises.
		Freestanding Ground (excluding Orientation): The maximum total sign area per side shall be 25 square feet and the total text area per side (including logos) shall be no greater than 20 square feet.
		Temporary and Bulletin Board: 25 square feet. Bulletin Board signs that display text that changes regularly shall be allowed to have permanent support structures as long as the text area including logos or other graphics does not exceed 20 square feet.
		Orientation: The maximum total sign area per side shall be 14 square feet including all text, graphics and logos.

(4)	Permitted location:	Attached: Signs shall be located on the building and shall not extend above the parapet of the building nor more than 18 inches from any building wall or marquee face, provided that such sign shall not project more than six inches into the street right-of-way unless it is at least ten feet above street grade, in which case it may not extend more than 18 inches into the street right-of-way.
		Orientation: 20 feet behind property line and in accordance with subsection 7.1.

e. Signs on all other nonresidential uses in an R district are regulated as follows:

(1)	Types of signs permitted:	Identification and bulletin board
(2)	Permitted number of signs:	One principal building: One identification and one bulletin board each. A third sign is permitted if the building is located on a through lot or has frontage on three or more streets.
		Two or more principal buildings: One identification and one bulletin board for the first principal building, plus one identification or one bulletin board for each additional principal building.
(3)	Maximum area of signs:	One principal building: No sign shall be greater than 30 square feet.
		Two or more principal buildings: No signs shall be greater than 15 square feet.
(4)	Permitted location:	Identification and bulletin board: Behind right-of-way line.

f. Subdivision identification signs (included on entry monuments) shall be regulated as follows:

(1)	Types of signs permitted:	Identification.
(2)	Permitted number of signs:	Two signs per subdivision entrance.
(3)	Maximum area of signs:	No sign shall be greater than 20 square feet in area.
(4)	Permitted location:	Behind right-of-way line.

#### 10. Signs permitted in non-residential CZ districts.

- a. Signs on-premises of permitted uses conducted in buildings or with buildings associated shall be regulated as follows:

(1)	Types of signs permitted:	Business and/or identification.
(2)	Permitted number of signs:	Attached: One only, except that an additional freestanding sign may be permitted on through lots or lots having frontage on three or more streets. All requirements of subsection 5 shall also be met.
		Ground: One only, except that an additional ground sign may be permitted on through lots having frontage on three or more streets.
(3)	Maximum area of signs:	Attached: One square foot of aggregate area per linear foot of building street frontage up to a maximum of 64 square feet per premises, regardless of the number of establishments occupying such premises.
		Freestanding: One-half the permitted size of attached signs, except as indicated in this section.
		Ground: 20 square feet.
(4)	Permitted location:	Attached: Signs shall be located on the building and shall not extend above the parapet of the building nor more than 18 inches from any building wall or marquee face, provided that such sign shall not project more than six inches into the street right-of-way unless it is at least ten feet above street grade, in which case it may not extend more than 18 inches into the street right-of-way.
		Freestanding: Signs shall be no greater than 20 feet in height and in accordance with subsection 6 hereof (Freestanding ground signs).
		Ground: Behind street right-of-way line and in accordance with subsection 7.

b. Shopping center identification signs shall be regulated as follows:

(1)	Types of signs permitted:	Shopping center identification.
(2)	Permitted number of signs:	A shopping center containing three or more businesses with separate entrances may have one freestanding identification sign giving the names of the businesses located in the shopping center. No other freestanding signs shall be allowed. Such sign shall be in accordance with subsection 6 hereof (Freestanding ground signs).
(3)	Maximum area of signs:	The maximum total sign area per side shall be no greater than 100 square feet and the total text area per side (including logos) shall be no greater than 50 square feet, provided that no portion of the sign advertising a particular business shall be in excess of 20 square feet.

(4)	Permitted location:	The maximum height of any portion of the sign shall be no greater than 12 feet from grade and shall be located behind the right-of-way line.
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**L. Off Street Parking and Loading.** Every new use, or an enlargement, expansion or alteration of an existing use, shall require off-street parking in compliance with this article, unless specifically exempt from such provisions or portions thereof.

1. Off-street parking spaces shall be increased when a change of use of either a structure or of land requires additional parking spaces in compliance with this article. Parking spaces may be decreased when a change of use in either a structure or of land requires less spaces than provided for the replaced use.
2. A one-time only enlargement of a structure or increase in the amount of land used may be made for existing uses deficient in off-street parking, provided that the enlargement or increase does not represent a requirement in excess of five off-street parking spaces. In the event that such increase represents a requirement in excess of five off-street parking spaces, such increase shall require complete compliance of the provisions of this article for the entire use.
3. Off-street parking shall be located as follows:
  - a. Parking as required herein shall be located on the same lot as the principal use except when specifically permitted to be located elsewhere. Driveways shall be considered as providing off-street parking spaces for all single-family and two-family dwellings.
  - b. Cooperative provisions for off-street parking may be made by contract between owners of adjacent property, and such contract filed with the Administrator. The parking area provided on any one lot may be reduced to not less than half the parking spaces required for the use occupying such lot. The total number of spaces provided under such a cooperative parking scheme shall not be less than the total number of spaces required for each use.
  - c. No parking area shall be located over an active septic tank field.
  - d. Parking areas may not be extended into the required rear yard and side yard setbacks.
4. A city or Town hall, post office, library or other governmental facility may count shared parking spaces toward up to 50 percent of its total off-street parking requirement. Such a use may share parking spaces only with one or more other uses that also may share parking spaces under subsection 3.b of this section. The following formula shall be used to determine how many shared parking spaces a particular use may apply toward its off-street parking requirement:
5. For off-street private parking, a use may treat as shared parking, any parking spaces that are within 800 feet of that use. A document must be filed with the Town's Administrator that confirms that the parking lot's owner or operator consents to parking spaces in that lot being shared. If fewer than all the spaces within the lot are being shared, this document must clearly identify which spaces are being shared. If the shared parking arrangement described in the document is later modified, a document describing the modified arrangement must be filed with the Town's Administrator. If the shared parking arrangement described in any document filed with the Town's Administrator is later rescinded, the Administrator must be notified immediately. If the rescission or modification of a shared parking arrangement leaves a use with inadequate parking to satisfy the requirements of this article, said use will not be considered nonconforming, and it will not be permitted to continue without satisfying this article's parking requirements.
6. Design standards for parking areas are as follows:
  - a. A parking space shall be not less than nine feet in width nor less than 20 feet in length. In lots of more than 20 spaces, compact stalls may be permitted on the basis of one compact stall to each additional five standard stalls. Each compact stall shall be seven feet wide and 17 feet long, and shall be clearly marked, "small cars only." All parking stalls shall be clearly marked and such markings shall be maintained so as to be easily seen.
  - b. Parking bays shall be designed in accordance with accepted standard practice for parking at various angles, with aisles being of such widths as to permit the entering and leaving of a parking space with ease and safety.

- c. Access to all required parking areas shall be by roads adequate in width to accommodate two-way traffic, except for parking areas designed and clearly marked for one-way traffic. Except by way of approved driveways, access from or egress to a public road from a parking area shall be expressly prohibited. Adequate provisions shall be made to insure compliance by the use of fences, walls, wheel stops or landscaping, or a combination of those devices.
  - d. Wheel stops, curbs, or other devices shall be provided in such locations as to prevent any vehicle from encroaching either on a public right-of-way or an adjacent property.
  - e. Parking areas shall be so designed as to retain existing trees and other plant life. Where no trees or other plant life exists, adequate landscaping shall be provided, both within the parking area and on the external boundaries of such area.
  - f. Screening shall be provided as required in section D-918.I. (Screening and Landscaping)
  - g. Signs shall be permitted in compliance with D-918.K (Signs).
7. Permits for driveway locations on state-maintained roads shall be obtained from the state department of transportation.
8. Storm drainage facilities shall be required and shall be so designed as to protect any public right-of-way or adjacent property from the damage.
9. The requirements for off-street parking spaces shall be computed as follows:
- a. When units of measurement determining the number of required parking spaces result in a fractional space, any fraction of one-half or more shall require one parking space.
  - b. Where seats consist of pews or benches, each 20 inches in length of pew or a bench shall be considered as one seat.
  - c. For the purpose of computing parking requirements based on the number of employees, the owners or managers shall also be considered employees.
  - d. Lots containing more than one principal use shall provide parking in the amount equal to the total of the requirements for each use.
10. The following chart indicates the minimum off-street parking requirements:

Use Classification	Parking Space Requirement
Banquet, reception and conference center	1 per employee during the shift of greatest employment plus 1 space for every 2 guests based on the maximum number of guests the facility can accommodate. At a minimum, each use shall have parking to accommodate at least 30 vehicles.
Cemeteries	1 space per employee during the shift of greatest employment plus parking on private internal roads.
Churches, synagogues and other places of worship	1 space per employee during the shift with greater employment plus 1 space for each 4 seats in the sanctuary.
Community recreational centers; country clubs; fraternal, social and recreational organizations	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.
Customary home occupations	1 space plus the number of spaces required for the residential use.
Day care centers	1 space per employee during the shift of greatest employment plus 1 space per 5 children.

Dwellings, one-family	2 spaces for each 1 dwelling unit.
Dwellings, two-family	2 spaces for each 1 dwelling unit.
Elementary and secondary schools	3 spaces for each room used for instruction or administration, or one space for each four seats used for assembly purposes, whichever is greater.
Family care homes	1 space for each 3 employees, plus 1 space to each guestroom.
Fire station	1 space per employee during the shift of greatest employment.
Funeral chapels	1 space for each 3 seats in the chapel or chapels plus 2 spaces for each 3 employees, plus 1 space for each vehicle used in the operation. In addition, off-street parking area shall be provided, on the site, to accommodate a minimum of 30 passenger vehicles for the purpose of forming a funeral procession.
Health/sports club; school for the arts	1 space per employee during the shift of greatest employment plus 1 space for each 2 students/participants as determined during the time of day of greatest student/participant enrollment plus 1 space for each vehicle used in the operation.
Libraries	1 space per 200 square feet of gross floor area.
Medical and dental offices	4 spaces for each doctor practicing at the clinic, plus 1 space for each employee.
Offices, professional, business, or public (excluding medical and dental offices and clinics)	1 space per employee during the shift with greater employment plus 1 space for each 300 square feet of gross floor area.
Places of public assembly, including private clubs and lodges, auditoriums, stadiums, gymnasiums, community centers, public parks and recreational facilities and all similar places of public assembly	1 space for each 4 seats provided for patron use, plus 1 space for each 100 square feet of floor or ground area used for amusement or assembly but not containing fixed seats.
Post office, city hall	1 space per employee during the shift of greater employment plus 1 space for each 200 square feet of gross floor area.
Recreational facilities	
Driving range	1.2 spaces per tee.
Golf course (nine and 18 holes)	90 spaces per 9 holes.

Swimming pool	1 space per 75 square feet of water.
Swimming pool (as part of a subdivision)	1 space per 100 square feet of water.
Tennis or racquet court	3 spaces per court.
Tennis courts (as part of a subdivision)	2 spaces per court.
Other outdoor recreation	1 space per 200 square feet.
25 percent to 40 percent of parking spaces for these recreational facilities may be on non asphalt material	
Restaurants	1 space for each employee during the shift of greater employment plus one space for each three seats.
Retail business and consumer service outlets (except as noted)	1 space for each 200 square feet of gross floor area.
Riding stables, commercial	1 space for each employee during the shift of greater employment plus 2 spaces for each 3 stalls, plus 1 space for each vehicle used in the operation.
Service stations	2 spaces for each gas pump plus 1 space for each employee during the shift of greatest employment.
Shopping center	1 space per 200 square feet of leasable floor area for the first 20,000 square feet. 1 per 250 square feet for 20,001 to 140,000 total leasable square feet. 1 per 300 square feet for total leasable square footage of 140,001 or over.
Telephone exchange building, electric or gas substation, water tower or tank, pump station	One space for each employee during the shift of greatest employment and/or one space for each vehicle used in the operation.

- M. Unsafe Conditions.** Land which has been determined by the Administrator on the basis of engineering or other expert surveys to pose an ascertainable danger to life or property by reason of its unsuitability for the use proposed shall not be platted for that purpose, unless and until the subdivider has taken the necessary measures to correct said conditions and to eliminate said dangers.
- N. Solid waste disposal areas.** Areas that have been used for disposal of solid waste shall not be subdivided unless tests by a structural engineer and a soils expert determine that the land is suitable for the proposed development.



**D-919. Temporary structures and uses.** Temporary structures and uses, when in compliance with all applicable provisions of this UDO and all ordinances of the Town, shall be approved by the Administrator, who shall issue a permit for such approval. The following temporary structures and uses shall be permitted:

- A. In the event of a disaster, the result of which would require the rebuilding of a dwelling, the owner and his family may occupy a mobile home on the property. The permit shall be issued for a six-month period and may be renewed by the Administrator, provided construction has proceeded in a diligent manner.
- B. Mobile homes, construction trailers and temporary buildings not for residential purposes, when used by a contractor for field offices and storage during the building of structures on the same site, are permitted. The permit shall be issued for a one-year period and may be renewed by the Administrator on an annual basis, provided the construction has proceeded in a diligent manner. Renewal shall take place during the renewal window prescribed in the Town of Weddington Annual Enforcement Manual.
- C. Any use of a temporary nature (i.e., less than 45 days in duration and held no more than four times per year at any particular location), specifically including the uses set forth in subsections 1 and 2, below, which would not otherwise be permitted in a particular zoning district and which will materially affect normal activities (i.e., increased traffic, noise, etc.) may be issued a temporary use permit as herein provided. The applicant shall complete and submit an application and a fee, in accordance with a fee schedule adopted by the Town Council.
  - 1. The Administrator may grant a temporary use permit for the following temporary uses: Sales for civic, charitable and nonprofit organizations, i.e., Christmas tree sales. The permit shall be valid for a specified period only, not to exceed 45 days in duration.
  - 2. The Administrator may also issue a temporary use permit for all other public events such as festivals, concerts, carnivals, circuses, etc. The Administrator may include reasonable conditions regarding duration of the use, hours of operation, signage, lighting, temporary structures, etc., and such conditions shall be made part of the temporary use permit issued. Violations of such conditions shall be considered a violation of this UDO and subject the violator to enforcement and penalties set forth in this UDO.
- D. Structures, whether temporary or permanent, located in a subdivision, and used as sales offices for the subdivision development are permitted only with a permit granted pursuant to this section. The Administrator shall issue such permit for a period of one year. An extension of up to one additional year may be granted by the Administrator, provided that the development is being actively marketed and three or more residential lots within the subdivision remain to be sold by the developer. Following this initial extension period, the permit may be extended only within the discretion of the Town Council and only for a period of time the Town Council deems appropriate, provided the subdivision is being actively marketed and three or more residential lots within the subdivision remain to be sold by the developer. Renewal shall take place during the renewal window prescribed in the Town of Weddington Annual Enforcement Manual. Failure to renew the permit may result in enforcement and penalties set forth in this UDO. After the developer sells all lots within the subdivision, or after any permit granted under this section expires, whichever occurs first, the temporary structures shall be removed, and any permanent structures temporarily used as a sales office shall be used only for a purpose otherwise permitted in that district. After a permit issued under this section expires, no other permits under this section may be issued for that same subdivision unless approved by the Town Council. For purposes of this section, having a sales office within a subdivision, by itself, shall not constitute "actively marketing" the subdivision.

## Part 2 Environmental Regulations

**D-920 Local Environmental Regulations.** [reserved]

**D-921 Forestry Activities.** [reserved]

**D-922 Erosion and Sedimentation Control.** See Appendix 10.

**D-923 Floodplain Regulations.** See Appendix 11.

**D-924 Mountain Ridge Protection.** [reserved]

**D-925. Stormwater control.** See Appendix 12.

## Part 3: Telecommunication Facilities

### D-930 Telecommunications Towers

- A. Intent.** In recognition of the Telecommunications Act of 1996, it is the intent of the Town to allow communication providers the opportunity to locate towers and related facilities within its jurisdiction in order to provide an adequate level of service to its customers while protecting the health, safety and welfare of the citizens of the Town and its extraterritorial jurisdiction. Wireless towers may be considered undesirable with other types of uses, most notably residential; therefore, special regulations are necessary to ensure that any adverse effects to existing and future development are mitigated.
- B. Maximum height.** The maximum allowable height of a tower is 185 feet. No tower shall have a height greater than 185 feet unless the applicant can prove the maximum height will not allow for the provision of adequate service levels (i.e., cannot provide a reasonable level of service in the area).
- C. Co-location.** It is the intent of the Town to encourage providers to co-locate facilities in an effort to reduce the number of telecommunication towers in the Town's jurisdiction. All such towers over 150 feet in height must be designed and equipped with the technological and structural capability to accommodate at least three wireless communication carriers. The Town requires providers to negotiate in good faith with other wireless communication carriers to lease space at a reasonable cost, and to publicize, either in the newspaper and/or online, the fact that space is available on a leased basis. Co-location of antennas on existing electrical transmission towers may be approved administratively by the zoning officer. For electrical transmission towers, any required accessory structures on the ground must comply with a 15-foot setback from the utility easement line.
- D. Requirements for lots with existing use.** Where a telecommunication tower is located on a lot with an existing principal use, the tower shall be located in the rear yard only. An access road at least 12 feet wide shall be maintained by the property owner and/or the applicant from a public street to the tower for use by service and emergency vehicles. A minimum separation of 20 feet is required between structures.
- E. Compliance with federal standards.** The Town recognizes that a tower cannot be prohibited, nor can a conditional zoning permit be denied on the basis of environmental or health concerns relating to radio emissions if the tower complies with the Federal Radio Frequency Emission Standards. The Town requires that the applicant must provide documentation proving that the proposed tower complies with the Federal Radio Frequency Emission Standards.
- F. Accessory structures.** Wherever feasible, all accessory structures on the ground which contain switching equipment or other related equipment must be designed to closely resemble the neighborhood's basic architecture or the architecture and style of the principal use on the property.
- G. Screening.** Screening is required in the form of shrubs and/or trees along all sides of the perimeter of the telecommunication tower site as per Section D-918.I. (Screening and Landscaping). In addition, a minimum eight-foot-high fence is required immediately around the tower and any equipment buildings, with the screening to be located on the outside of the fenced area. It will be the responsibility of the provider to keep all landscaping material free from disease and properly maintained in order to fulfill the purpose for which it was established. The owners of the property and any tenant on the property where screening is required shall

be jointly and severally responsible for the maintenance of all screen materials. Such maintenance shall include all actions necessary to keep the screened area free of litter and debris, to keep plantings healthy, and to keep planting areas neat in appearance. Any vegetation that constitutes part of the screening shall be replaced in the event it dies. Applicants that are building new towers with co-location opportunities shall plan the fence and screening to accommodate future providers on the site such that the fence and screening surrounds all future structures and the tower.

- H. Setback requirements.** A minimum setback requirement, on all sides of the property, or leased area of a parcel, shall be 1½ feet for every one foot of actual tower height, or the documented collapse zone, whichever is greater. For the purpose of establishing setbacks, the measurements shall be from the perimeter fencing which surrounds the equipment shelters and the tower base. No habitable structures shall be within the required setback area.
- I. Lighting.** Towers having a height of 185 feet or less shall not contain lights or light fixtures at a height exceeding 15 feet. Furthermore, lighting of all towers in any district shall be directed toward the tower and/or accessory uses to reduce glare onto adjacent properties.
- J. Abandonment of tower.** Towers and related facilities must be removed by the applicant and/or property owner if abandoned (no longer used for its original intent) for a period greater than 90 consecutive days. It shall be the responsibility of the applicant to notify the Town when the tower has been abandoned for greater than 90 days.
- K. Increasing tower height.** Normal maintenance and repair of the structure can be completed without the issuance of a conditional zoning permit. Co-location of additional providers to an existing tower or an upgrade of the equipment on an existing tower requires review and approval by the zoning officer to ensure the tower will continue to satisfy this ordinance and other applicable requirements. Notwithstanding any other language in this section, any change to an existing tower that will increase the tower's height, alter the tower's lighting, or alter the painting or exterior appearance of the tower requires the issuance of a new conditional zoning permit for the tower.
- L. Freestanding signs.** Freestanding signs are prohibited. Wall signs, limited to identification area, shall be allowed on equipment structures or fences surrounding the telecommunication tower, provided it does not exceed nine square feet in size. Any signage must be specifically addressed in the conditional zoning application and permit.
- M. Proof of insurance.** The provider must show proof of adequate insurance coverage for any potential damage caused by or to the tower prior to the issuance of a conditional zoning permit. Once approved, documentation of adequate insurance must be provided to the Town every 12 months.
- N. Storage of equipment.** The outdoor storage of equipment or other related items is prohibited.
- O. Conditional zoning; additional application requirements.** All applications for a conditional zoning for a telecommunication tower must include the following information, in addition to any other applicable information contained in this UDO:
  - 1. Identification of intended provider;
  - 2. Radiated signal strength and direction of signal;
  - 3. Documentation by a registered engineer that the tower has sufficient structural integrity to accommodate more than one user;
  - 4. A statement from the provider indicating intent to allow shared use of the tower and how others will be accommodated;
  - 5. Evidence that the property owners of residentially zoned property within 300 feet of the site, in addition to adjacent property owners, have been notified by the applicant within 14 days of the public hearing. This notification should include the date and time of the public hearing, as well as the proposed tower height and design;
  - 6. Documentation that the telecommunication tower complies with the Federal Radio Frequency Emission Standards;
  - 7. Screening, if applicable, must be shown on the site plan detailing the type, amount of plantings and location;
  - 8. Documentation of collapse area; and
  - 9. Documentation that the provider has explored all means for stealth tower locations and co-location opportunities, which must accompany requests for new towers.

**D-931 Small Cell Telecommunications Facilities.** Small cell telecommunications facilities are a permitted use in nonresidential zoning districts and in residentially zoned properties with a nonresidential use after review by the Administrator, except as specified in subsection (8) below. The following standards apply:

- A. A small cell antenna may be installed on a support structure on privately held land at a height of at least 15 feet on an existing nonresidential or mixed-use structure.
- B. Unstaffed equipment that is accessory to antennas may be located on a support structure, within a building, within an equipment cabinet outside a building, or on a rooftop.
  - 1. Ground equipment shall have a maximum footprint of ten square feet with a maximum height of four feet and must be located and installed in accordance with the applicable setbacks within the zone the property is classified.
  - 2. Rooftop equipment may be installed on privately owned land under the following conditions:
    - a. At a height of at least 15 feet on an existing nonresidential or mixed-use structure in any zone.
    - b. Equipment cabinets shall have a maximum footprint of 36 square feet with a maximum height of five feet, in combination with all other roof structures may not occupy more than 25 percent of the roof area and must be screened.
  - 3. Equipment may be installed on a support structure on privately owned land under the following conditions:
    - a. At a height of at least 15 feet on an existing nonresidential or mixed-use structure.
    - b. Equipment cabinets shall have a maximum size of 20 cubic feet with a maximum height of four feet.
- C. In residential areas small cell facilities shall be integrated into the architecture of the structure on which it is placed, landscaped to minimize visual impact, and subject to the Administrator's approval.
- D. An installation of a small cell facility that does not increase the size or height of the support structures, excluding antennas, by more than 20 percent is permitted provided the expansion does not create a public health hazard, as defined by federal law or regulations, or safety concern.
- E. No lighting of any part of the small cell facility is permitted. No small cell facility may be placed on any structure where the new antenna array would be required to be lighted to meet FAA regulations.
- F. Small cell facilities are permitted in state or local rights-of-way as a public utility.
- G. No small cell facility may be more than 50 feet tall as measured from ground level.
- H. A small cell facility that increases the size or height of the support structure by more than 20 percent is approvable by the Administrator under the following conditions:
  - 1. The applicant shall provide, by mail or personal delivery, written notice in a form approved by the Administrator to owners of property abutting and confronting the property that is the subject of the request within two business days of filing the request and shall certify the same to the Administrator.
  - 2. The applicant shall demonstrate that the expansion of the support structure is integrated into the surrounding area and limits the visual impact to the maximum extent possible.
  - 3. The expansion of the support structure does not create a public health hazard as defined by federal law or regulations, or safety concern.

## **Part 4 Historic Preservation**

**D-940 Historic Preservation.** See [Appendix 13](#).

## **Part 5 Community Appearance Commission.**

**D-960 Community Appearance commission** [reserved]

**Article 10: Development Agreements**

The Town may consider and enter into Development Agreements at the request of a property owner in accordance with G.S. 160D Article 10.

**Article 11: Building Code Enforcements**

Building Code Enforcement shall be in accordance with G.S. 160D, Article 11. As of the date of this UDO, Building Code enforcement is handled by Union County.

**Article 12: Minimum Housing Code**

The Town's Minimum Housing Code is set forth in Appendix \_\_. [Chapter 14, Article 3]

**Article 13 Additional Authority.**

The Town has certain Additional Authority as provided in G.S. 160D, Article 13

**Article 14 Judicial Review**

N.C.G.S. 160D, Article 14 authorizes judicial review of certain Town decisions. Challenges to Town decisions shall be in accordance with the applicable provisions of G.S. 160D, Article 14.

**VILLAGE OF MARVIN  
AND  
TOWN OF WEDDINGTON**

**SOLID WASTE SERVICES**

**REQUEST FOR PROPOSALS**



**10004 New Town Road,  
Marvin, NC 28173**



**1924 Weddington Road,  
Weddington, NC 28104**

**APRIL 1, 2021**

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Town of Weddington  
&  
Village of Marvin  
Solid Waste Services

## **Summary of Request for Proposals (RFP)**

The Town of Weddington and Village of Marvin (herein referred to as “Municipalities”) are seeking proposals from qualified service providers for solid waste collection and related services (herein referred to as “Services”) to residents. The Municipalities are located in western Mecklenburg and Union Counties, North Carolina. Combined, the Municipalities have a population of more than 18,000 people.

The intent of this RFP is to lead to an agreement between the selected Contractor(s) and the Municipalities, which will provide these Services as a single contract with each Municipality containing similar terms (including provisions for reverting to individual municipal pricing if a jointly-priced agreement is terminated by one of the Municipalities). Respondents to this RFP (each a "Proposer" or "Contractor") will be bound through a contract (the "Contract") to the terms and conditions of this RFP. The successful Proposer will be required to perform those Services set forth in the RFP and must include all facilities, labor, materials, equipment, and supplies necessary, as specified in this RFP, to do so.

This RFP is comprised of the base RFP Services with **twelve (12)** Optional Bids, exhibits incorporated herein, and any addenda released before Contract award. By submitting a proposal, the Proposer agrees to meet all terms and conditions stated in this RFP. If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the Municipalities to receive a better proposal, the Proposer should submit a question during the question and answer period. Exceptions or modifications to this RFP's terms and conditions made by a Proposer are void and will not be considered by the Municipalities.

## **Service Description**

Municipalities are requesting proposals for the residential collection and disposal of curbside garbage recyclables, bulky items, yard waste, and seasonal hazardous waste, Christmas Trees, electronic, and white goods.

## **Receipt and Opening of Bids**

Sealed proposals must be received and on file with the office of the Village Manager at 10004 New Town Road, Marvin, NC, North Carolina, 28173 on or before **1:00 p.m. on Friday, May 7, 2021**, at which time they will be publicly opened and read aloud. The envelope containing the proposal must be sealed and clearly marked “Solid Waste Services Request for Proposals.” One (1) original and two (2) copies of the proposal must be presented with the name and address of the Proposer clearly shown and in accordance with instructions and upon forms furnished by the Municipalities.

## **Projected Timeline**

Task	Timeline
Advertise and Release RFP	April 1, 2021
<del>Pre-Bid Meeting</del>	<del>April 2X, 2021 at 10:00 AM</del>
Questions regarding the RFP due	April 23, 2021
RFP submittal deadline	May 7, 2021
Presentation to Marvin Board	June 8, 2021
Presentation to Weddington Board	June 14, 2021
Contract Negotiations/Finalization	June 15 – September 15
Contract Start Day	September 15, 2021
First Day of service	March 14, 2022

Contracted Services are projected to be selected by both Municipalities the week of June 7th, 2021 and June 14, 2021. Municipality/ies plan to select Contractor(s) and sign contract(s) by September 15, 2020. and will begin Services March 14, 2022 and extend through March 14, 2027. Municipalities will retain an option to extend the contract for two (2) additional two-year terms.

### Questions, Corrections, and Addenda to the RFP

All inquiries about this RFP or any request for additional data **must** be submitted in writing and sent to Municipal contacts below by **April 23, 2021**. Each contact must be sent the same question and/or inquiry in order for it to be valid. Answers to questions will be provided to all bidders. All official bid addendums and/or corrections will be posted on the Village of Marvin and Town of Weddington's websites at: [www.marvinnc.gov](http://www.marvinnc.gov) and [www.townofweddington.com](http://www.townofweddington.com)

Municipalities will not be responsible for emails that are delayed, not sent, or not received. Municipalities are not responsible for technological issues or other problems that might prevent the Proposer from accessing or reviewing the RFP Addenda that are not the result of the Municipalities' gross negligence.

#### Municipalities Contact:

Village of Marvin  
Attention: Christina Amos, Village Manager  
10004 New Town Road  
Marvin, NC 28173  
Telephone: (704) 627-2020  
E-Mail: [Manager@Marvinnc.gov](mailto:Manager@Marvinnc.gov)

AND

Town of Weddington  
Attention: Lisa Thompson, Town Administrator  
1924 Weddington Road  
Weddington, NC 28104  
Telephone: (704) 846-2709  
E-Mail: [lthompson@townofweddington.com](mailto:lthompson@townofweddington.com)

## **Legal Compliance**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the Services shall apply to this RFP and the Contract throughout, and they will be deemed to be included in this RFP and the Contract. The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

## **Prohibited Communications**

During the time the procurement is active - from the date the RFP is issued through the date the Contract is awarded - each Proposer submitting a proposal (including its representatives, sub-Contractors and/or suppliers) is prohibited from having any communications with any person inside either Municipality such as the Village of Marvin Manager, Town of Weddington Administrator, legal counsel, and individual elected officials if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's proposal, another Proposer's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined by both Municipalities' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of both Municipalities would not be served by the disqualification. A Proposer may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications or transmittals of information authorized or initiated by either Municipality for this RFP or general inquiries directed to the Municipalities regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

## **Disqualification of Proposers**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of his Proposal:

- Evidence of collusion among Proposers.

- Lack of competency as availed by financial statements, experience or equipment statements as submitted or other factors.

- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the Municipalities

- Default on a previous Municipal contract for failure to perform.

- Submittal of fraudulent information or misrepresentation of the Proposer's capabilities and experience.

- Failure to submit required responses and documentation to the RFP.

The Town of Weddington and Village of Marvin reserve the right to enter contracts separately as outlined by price per municipality with the RFP with the base bid and to accept/reject any option bids and to reject any and all Proposals and to decline to award a contract for these Services. Municipalities will bear no responsibility for costs incurred in preparation of responses to this RFP.

## **SECTION 1: PROPOSER GENERAL INSTRUCTIONS/QUALIFICATIONS**

### **Preparation of the Proposal**

All bid proposals shall be made on the forms attached and shall give the amount of the bids for work in both words and figures and must be signed by the Contractor as Proposer. All blank spaces in each bid proposal form must be completed in full in ink or typewritten. In case of a discrepancy, prices written out in words in the proposal form shall govern and any errors found elsewhere, will be corrected.

Any bid may be withdrawn prior to the above-scheduled time for the opening of the bids or authorized postponement thereof. **Any bid received after 1:00 p.m. on Friday, May 7, 2021 shall not be considered.**

For purposes of evaluation and award, all bids shall remain firm for no less than ninety (90) days to allow the parties to enter into binding contracts.

### **Qualifications of Proposer**

All Proposer shall have adequate financial resources, experienced personnel, equipment, availability of adequate disposal facilities and expertise to perform the Services required by these specifications.

A Proposer must be prepared to furnish satisfactory evidence to the Municipalities that the Proposer can and does meet the above required qualifications. No contract will be awarded to any company which, as solely determined by the Municipalities, has an unsatisfactory performance record or inadequate experience, or which lacks the necessary capital, organization, disposal facilities and equipment to conduct and complete the Services in full accordance with the specifications.

All Proposers shall comply with the applicable solid waste laws of the United States of America and the State of North Carolina, the rules and regulations promulgated there under; the Code of Ordinances as they relate to the Municipality of which they serve (note: the Town of Weddington and Village of Marvin have two different distinct Code of Ordinances and the vendor shall familiarize themselves with both and abide to respectively); and where applicable, the rules and regulations of Union and Mecklenburg Counties, North Carolina. The Proposer shall meet all requirements of these laws, rules and regulations, including any subsequent changes.

### **Name, Address and Legal Status of the Proposer**

The proposal must be properly signed in ink and include the address, telephone number and the legal status of the Proposer, whether corporation, partnership, or individual. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws.

If the Proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal. Anyone signing a bid as an agent of another or others must submit with their bid legal evidence of their authority to do so.

## Bid Security and Evidence of Insurance

Each bid must be accompanied by a certified check, irrevocable letter of credit or bid bond in the amount of five percent (5%) of the total annual bid price for the initial five-year term, payable to the Village of Marvin and The Town of Weddington, respectively. The bid bond is intended to ensure that the Proposer, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company licensed to do business in the State of North Carolina. Should either Municipality not accept the proposal/s, the certified check or bid bond deposited herewith will be returned in the respective amount/s. The bid bond or letter of credit will be released after final rejection for unsuccessful Proposers and upon execution of the Contract for the successful Proposer.

### Proposer

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

## Liability Insurance

The Contractor shall at all times during the contract maintain in full force and effect employer's liability, workers' compensation, and property damage insurance including contractual liability. Contractor shall file such certificates on an annual basis with the respective Municipalities. All insurance shall be by insurers and for policy limits acceptable to the Municipalities and before commencement of work hereunder, the Contractor agrees to furnish the Municipalities certificates of insurance or other evidence satisfactory to the Municipalities to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) day's prior written notice will be given the certificate holder."

For the purpose of the contract, the Contractor shall carry the following type of insurance in at least the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
Bodily Injury Liability	\$1,000,000 each occurrence

Except Automobile	\$3,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$3,000,000 aggregate
Automobile Bodily Injury	\$500,000 each person
And Property Damage Liability	\$1,000,000 each occurrence
	\$3,000,000 aggregate
Excess Umbrella Liability	\$1,000,000 each occurrence
	\$3,000,000 aggregate
Environmental Liability	\$1,000,000

### **Performance Bond**

The successful Proposer shall be required to furnish a performance bond as security for the faithful performance of the contract, in an amount equal to one hundred percent (100%) of the annual contract sum. An example of the performance bond to be issued to the Municipalities should be attached to the proposal for reference. Premium for the bond described above shall be paid by the Proposer. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company licensed to do business in the State of North Carolina. The Performance Bond Surety letter must be included as part of the proposal package.

## **SECTION 2: SCOPE OF SERVICES**

### **Proposed Costs for Services**

Proposals must include both the required base proposal and optional components using FORMS 6-18.

All Proposers must submit a base proposal covering the collection and disposal of all waste streams and single stream recycling in the manner described below.

No service will be provided for construction or building materials (i.e. roofing, masonry, lumber), automobile parts, tires, tree stumps, whole trees or batteries.

### ***Solid Waste Collection and Disposal-BASE(See Form 6)***

**Household Garbage:** Household garbage is collected on a once weekly basis from curbside, except for disruptions caused by inclement weather, legal holidays, or unavoidable circumstances. Contractor shall not be responsible for items that cannot be readily loaded by two laborers. Each residence shall be limited to uncompacted residential trash that fits within the provided 96 gallon container per pickup under the Municipalities contract.

**Backdoor Service:** Elderly and disabled persons will be required to place on file with the Contractor, a medical certification that they are unable to move the garbage cart to the curb and these

locations will require backdoor service. Contractor shall provide backdoor service for qualified residents at no additional cost.

***Recycling Collection and Disposal (single stream)-***

*OPTION 1 - weekly (See Form 7)*

*OPTION 2 – bi-weekly (See Form 8)*

This includes curbside recycling service using single stream recycling carts

***Bulk Collection and Disposal-***

*OPTION 3 - weekly (See Form 9)*

*OPTION 4 – bi-weekly (see form 10)*

*OPTION 5 – monthly (see form 11)*

This includes large bulky boxes, items of furniture, chairs, tables, couches, mattresses, cabinets, dressers etc. (This item and other parts of this contract involving bulky items may be redefined and renegotiated in the event the Contractor is prohibited from placing these items in the Union County Landfill). The Proposer reserves the right to charge the customer directly for bulk pickups that are scheduled outside of the scheduled pickup at a cost billed and collected directly to the customer upon request by the customer.

***Yard Waste Collection and Disposal-***

*OPTION 6 – weekly (See Form 12)*

This includes plant material such as leaves, pine straw, grass clippings, tree branches and brush, flowers and shrubbery trimmings and/or other yard debris commonly thrown away in the course of maintaining yards and gardens. At no time shall the Contractor incorporate yard waste into garbage collection. Bagged leaves and loose brush (brush cannot exceed 6 feet long by 3 inches in diameter and cannot exceed eight cubic feet in quantity) will be picked up on a day as specified by the Proposer.

At no time shall the Contractor be responsible for the collection of yard waste produced from lot clearing or tree removal, nor any dirt, rocks, tree stumps or roots.

***Hazardous Household Waste-Annual/Seasonal***

***OPTION 7 (See Form 13)*** Waste which is define, characterized or designated as hazardous by the United States Environmental Protection Agency or Appropriate State agency but shall only include residential or domestic waste such as paint, motor oil, gasoline, etc. The cost of all e-waste disposal fees shall be the responsibility of the Contractor. Each Municipality shall provide a location acceptable to the Contractor to conduct the annual hazardous house waste.

***Christmas Tree Collection- Annual/Seasonal:***

*OPTION 8 (See Form 14)*

The cost of all disposal fees shall be the responsibility of the Contractor. Christmas trees will be eligible for collection as yard waste provided all decorations have been removed, throughout the month of January

***Electronic Waste Collection and Disposal-Annual/Seasonal***

*OPTION 9 (See Form 15)*

Contractor shall host an annual electronic recycling event for all residents to dispose of electronics such as computers, televisions, and printing devices. Each Municipality shall provide a location acceptable to



the Contractor to conduct the annual e-cycling event. The Contractor shall accept and dispose of all e-waste that has been collected by the Municipality during the year. The cost of all e-waste disposal fees shall be the responsibility of the Contractor.

***White Goods Waste Collection and Disposal-Annual/Seasonal***

***OPTION 10 (See Form 16)***

Contractor will collect residential white goods, including, but not limited to, appliances, stoves, refrigerators, freezers, washers, dryers, trash compactors, water heaters, furnaces and window unit air conditioners. Contractor is responsible for collection and disposal of all residential white goods placed at the curb during the event. (This item and other parts of this contract involving white goods may be redefined and renegotiated in the event the Contractor is prohibited from placing these items in the Union County Landfill). The Proposer reserves the right to charge the customer directly for white good pickups that are scheduled outside of the scheduled pickup at a cost billed and collected directly to the customer upon request by the customer.

~~**Additional for Weddington — OPTIONAL** A successful Proposer must submit cost estimates to provide street side solid waste collection for the Town's litter sweep that includes collecting and disposing of bagged garbage along the thoroughfares two times per year. —~~

The prices provided in attached FORM 1-13 are all expected to be all-inclusive indicating any and all costs associated with collection, disposal or tipping/transfer/haul fees, administrative, delivery and assembly fees of carts per section below for new customers and any other costs which may be incurred. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only. Municipalities make no guarantee as to the number of residential units to be serviced. Prior to contract execution a final unit count will be established and will be reviewed annually at the request of the vendor selected.

TOWN OF WEDDINGTON		VILLAGE OF MARVIN	
Estimated 2021-2022 Units*	4,500	Estimated 2022-2023 Units*	2,000
Estimated 2022-2023 Units*	4,575	Estimated 2022-2023 Units*	2,100
Estimated 2023-2024 Units*	4,700	Estimated 2023-2024 Units*	2,150
Estimated 2024-2025 Units*	4,850	Estimated 2024-2025 Units*	2,200

\*includes single family and du/triplex residential units only. Apartment buildings or other facilities with more than three residential units are not included. These numbers do not reflect any additional units that could result from voluntary annexation efforts.

All Proposers should be familiar with Municipalities corporate limits, including recently annexed areas, prior to making a proposal. See attachment 1 and 2 for maps and background description.

**Rollout Carts**

Rollout Carts shall conform to the following specifications (equivalent)and be included in the bids and options costs:

- (1) Capacity: as required by the current service for the Municipalities.  
Solid Waste = ±96-gallon (Green)

Recyclables = ±96-gallon (Blue)

- (2) Design: wheeled, covered, hinged flip-top design meeting ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers.
- (3) Material: plastic material with sufficient UV inhibitor content to ensure a minimum 10-year life.
- (4) Performance: waterproof design and construction.

During the term, the Municipalities will lease all rollout carts provided by the Proposer to service the Municipalities. The Proposer shall properly maintain all rollout carts in service in functional, clean and safe condition. Proposer will provide new carts upon commencement and for new residents and provide maintenance and/or replacement carts at no additional charge when needed, said costs being included as part of the base solid waste and recycling rates as provided. The Contractor shall also be responsible for replacing all carts that are lost, stolen, damaged, and/or worn beyond their useful life. Contractor shall have the right to charge the resident (but not the Municipalities) for the cost of repair or replacement due to gross abuse or negligence only with prior approval from the respective municipality. Equipment furnished during the duration of the Contract shall be the property of the Contractor.

### **SECTION 3: SERVICE REQUIREMENTS**

#### **Real-Time Reporting**

Proposer is expected to have an enhanced customer service work order management system with real-time data and route video and/or pictures. The Proposer's work order system shall include the following information:

- (1) Customer's name, address, and phone number;
- (2) Route number and truck number assigned to complaint address;
- (3) Type of service involved;
- (4) Nature of the complaint;
- (5) Date and time the complaint was received;
- (6) Date and time problem occurred;
- (7) Action taken by Proposer;
- (8) Date and time the complaint was resolved;
- (9) Name of person who resolved the complaint;
- (10) Photos of the Complaint; and
- (11) Photos documenting resolution of the complaint (if applicable)

Automated Vehicle Locator System (AVL) The Proposer shall be responsible for providing and implementing an AVL-based service verification and asset management system. Municipalities will provide the Proposer a customer list and the Proposer shall be required to populate a database with customer name/ID and physical address. Proposer shall provide, populate, and maintain a service verification system. Service verification software shall be capable of providing reports requested by the Municipalities, in PDF and Excel formats.. The Proposer shall provide the Town with complete visibility of daily collection service operations through the use of a web-based, real- time GPS map-based tracking system. Proposer is responsible for all costs of implementation, operation, and maintenance and the system must be operational and accessible by **June 1, 2022**.

Promotion and Education At no additional charge, Contractor shall provide community service, public outreach and education through participation in and support of annual local community events with exhibits, educational materials, staff participation and/or financial support as appropriate to enhance these events and to promote environmental stewardship, waste reduction and recycling in partnership with the respective Municipalities. Contractor agrees to provide equal participation/contribution to both Municipalities. As part of these services, Contractor shall be responsible for preparing periodic digital and print communication pieces – such as flyers, trinkets, and brochures – with the Municipality's administration that focus on educating citizens on the various aspects of the waste management program and recycling benefits, provide a listing of what materials can go into the recyclable materials bin, provide instructions on the proper handling of the collection bins, and provide instructions on what residents are to do with trash that does not fit into the collection bins.

Public notification procedures may include, but are not limited to, mail, door to door, web-based initiatives, PSA's and promotional events. The costs of these educational programs are the responsibility of the Contractor. The contents of information provided will be approved by the respective Municipality in advance of distribution to municipal residents.

### **Calendar**

The Contractor will also provide all households with a magnetic calendar indicating solid waste, recyclables, e-waste/bulk items, and yard waste pickup dates. The calendars will be provided in year one only of the Contract. These costs are the responsibility of the Contractor.

### **Customer Service**

Proposer shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Proposer shall promptly resolve all complaints, received from the customer or from the Municipalities, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Proposer no later than close of the next business day. Proposer shall establish and maintain, a local office or other facility (defined as located in/or adjacent to Union County) at which the Proposer can respond to service inquiries and complaints received by the Municipalities or the Proposer. The office shall be accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposer's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Proposer's office staff shall be familiar with the Municipalities and Proposer's obligations under the Contract. Proposer shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Proposer. Proposer shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these Services must be monitored regularly, so that Proposer can respond to the message within sixty (60) minutes. Proposer shall establish a process, subject to respective Municipality approval, for receiving and handling emergency calls, both during and

after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with said Municipality.

Proposers shall satisfy themselves by personal investigation and by any other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Municipalities or its employees shall relieve the Proposer from any risk or from fulfilling all terms of the contract.

All Proposers shall tour the areas and familiarize themselves with the work contemplated in the contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each Proposer and shall constitute a waiver by each of all claims in proposal, withdrawal of proposal, payment of extras, or combination thereof, under the executed contract, of any revision thereof.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.

#### **SECTION 4: RATES, INCREASES, FEES/PENALTIES**

The proposal costs shall constitute the total cost for the Municipalities for complete performance in accordance with requirements and specifications herein. In calculating bid pricing to be offered, bidders are cautioned to include all costs associated with providing the Services identified. Those costs should include, but not be limited to administrative costs, equipment, manpower, cost of fuel, maintenance of equipment, etc. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposers pricing structure must include the responses to the base bid and all chosen options. All pricing will be based on per unit cost as provided by each municipality within the RFP.

##### **Modification to Compensation.**

Rates shall be firm for the first five (5) year term of the contract which is anticipated to commence in August 2021 with Services beginning in Spring 2022; these charges shall be increased annually beginning July 1, 2023 to reflect changes in the cost of doing business as measured by the Consumer Price Index (CPI) as published by the U.S. Department of Labor. The percentage change in the charges shall be equal to the percentage change in the CPI from February of the then previous year to February of the then current year. The CPI to be used is All Urban Consumers, U.S. City Average, All items. The increase shall not exceed five percent (5%) regardless of CPI for any one (1) year term and each municipality will be notified of said increase by March 1 of each fiscal year.

##### **Fuel Surcharge:**

All Proposers shall include their current cost for fuel in their proposal. No surcharge will be added to the monthly bill for the first six (6) months of the contract. If the cost of fuel increases more than 10% in a six (6) month period, to include the time between the contract award and contract start date, the

Municipalities will then negotiate with the successful Proposer a monthly fuel adjustment fee to be added to the monthly billing.

### **Pricing and Invoicing: Additional Services – (Subscription Accounts)**

**Additional Services:** Residential Units may request additional Services (such as extra bins) that exceed Municipal provided Services. The Proposer pricing structure and rates for subscription additional requested Services shall be at the established Municipal rates/prices. The additional subscription Services requested shall be invoiced / billed by the Proposer directly to the Customer.

**Invoicing:** The Proposer shall directly invoice (subscription account) the residential customer within the Municipality at the respective Municipal current rate(s) for any Solid Waste Collection Services exceeding the service levels and/or quantities within the RFP and executed Contract.

### **Liquidated Damages for Failure to Enter Into the Contract**

The contract(s) shall be deemed awarded effective upon the vote or resolution of the Village and Town Councils and upon formal notice of such award. Proposer should familiarize themselves with the liquidated damages line items below.

The Proposer(s) to whom the contract(s) are awarded will be required to execute four (4) copies of the contract and to furnish all required insurance certificates. In case of Proposer's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, Proposer will be considered to have abandoned all rights and interest in the award, and Proposer's proposal security may be declared forfeited to the Municipalities as liquidated damages. The award may then be made to another Proposer or the Services re-advertised for proposals as the Municipalities may elect.

### **Liquidated Damages**

Quality customer service is of the utmost importance to the Municipalities. It is the intent of the parties that the Proposer shall provide high quality collection Services to the Municipalities. To that end, the Proposer shall cure all failures to provide service in accordance with and within the time limits set forth in the contract. If the Proposer fails to remedy such failures, provided such failure is not caused by action or inaction by the Municipalities own, the Municipality/ies, without waiving other remedies it may have under the contract, at law, or in equity, may deduct from any amounts otherwise payable to the Proposer as liquidated damages according to the following schedule. The amount of the liquidated damages set forth below is not intended as a penalty and is reasonably calculated based upon the Municipalities potential costs in completing the work or otherwise interfering with the Municipalities operations and resident Services.

Liquidated Damages may be deducted from the monthly payment to the Contractor.

### Liquidated Damages / Cost Schedule

	Incident	Cost Schedule
1	Collection of any material before 7:00 a.m. or after 7:00 p.m.	\$100 per first incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the Municipalities authorized representative.	\$500 per route for the 1 <sup>st</sup> incident, \$1,000 per route for each and every additional incident in any 30-calendar day period. Town may terminate Contract after the 3rd incident.
3	Failure to roll containers to curb, empty at curb, and return containers to original location on days when back collection door service is to be provided by Proposer.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period
4	Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided notice of such complaint; or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period.
6	Failure to leave non-collection notice for customer explaining why improperly set-out material was not collected. A retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period
7	Failure to deliver container for new service, or replace lost, stolen or damaged container within two (2) business days of request.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period
8	Failure to comply with uniform requirements.	\$25 per incident; \$50 per incident for each and every incident thereafter in any 30-calendar-day period
9	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice notification of such spillage is received provided by the Municipality.	\$3000 per incident; \$4000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 30-calendar-day period
10	Failure to repair damage to customer property upon written notice from respective Municipality and determination of Proposer's liability.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90-calendar-day period

	<b>Incident</b>	<b>Cost Schedule</b>
11	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90 calendar-day period
12	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
13	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written request.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
14	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Town and/or failure to notice Municipality of emergency unload.	\$100 for first incident, \$200 for 2nd incident and \$500 for 3 <sup>rd</sup> and any subsequent incident on the same route during any 90-calendar-day period
15	Failure to properly display Proposer's name, phone number, and vehicle number on collection vehicles and service vehicles.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
16	Failure to provide proper notification to Municipality or residents prior to route changes.	\$10,000 for the 1st incident; \$20,000 for each and every subsequent incident; Town may terminate Contract after the 3rd incident
17	Failure to deliver any residential solid waste, yard waste or recyclables to the designated facility.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
18	Mixing waste materials collected in the Municipality with waste materials collected in other jurisdictions.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
19	Mixing loads of solid waste (MSW) and recyclables.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
20	Failure to submit any report within the required timeframe.	\$50 per incident per day; \$100 for 2nd incident per day, and \$150 for 3rd incident per day and each and every subsequent incident per day in any 90-calendar-day period
21	Failure to implement AVL/GPS based Services by June 1, 2022	\$500 per collection vehicle per day.

	<b>Incident</b>	<b>Cost Schedule</b>
22	AVL/GPS based Services not operational or service verification data not captured.	\$500 per collection vehicle per day.
23	Failure to meet any customer service standards	\$1000 per incident; \$500 per incident for each and every incident thereafter in any 30-calendar-day period
24	Failure to meet any general requirements	\$1000 per incident; \$500 per incident for each and every incident thereafter in any 30-calendar-day period
25	Failure to meet any vehicle requirements	\$1000 per incident; \$500 per incident for each and every incident thereafter in any 30-calendar-day period

## **SECTION 5: COLLECTION DETAIL**

### **Collection Days**

Collection routes for solid waste and recycling and yard waste must be spread out evenly over five (5) consecutive business days within each municipality, unless required for a holiday, weather related event, or emergency. These days can be on the same days for both Municipalities or they can be on different days so long as both Municipalities are receiving collections spread evenly amongst five days within that municipality.

### **Hours of Collection**

No solid waste, recyclables, yard-waste and bulk waste collection shall commence prior to 7:00 a.m. or continue after 7:00 p.m without the written permission of respective Municipalities manager/administrator after requested in writing by Contractor.

### **Holiday Collection**

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day or other day agreed upon by the respective Municipality and Contractor. Contractor will advertise a minimum of three (3) times in a local publication of the Municipalities' choosing and provide Municipality sufficient notice to update Municipalities' website prior to any schedule changes for holidays.

The following is a list of holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but the Contractor must meet its obligation as required.

### **Emergency Plan**



The decision to delay or cancel operations will be made jointly by the Contractor and the respective municipality. Contractor shall notify officials by no later than 5:00 AM on the morning following adverse weather. If operations are cancelled for one day, collection crews will operate on a delayed schedule, resuming collection the next day and completing the weekly schedule on Saturday if necessary. If the weather does not permit collection crews to operate for more than two days, collection will resume for the regularly scheduled collection day, skipping those days missed until the following week. The normal collection schedule will resume the following Monday.

The communication plan must include key operations and administrative personnel and include the contacts name, title, primary area of responsibility, immediate supervisor including his/her office and cell telephone number, pager number and email addresses for workday and after hour contact. The communication plan and/or contact names shall be updated as changes are made, but in no event less than semi-annually.

**Emergency Contact List:**

Village of Marvin

Christina Amos, Village Manager

704-627-2020

[Manager@marvinnc.gov](mailto:Manager@marvinnc.gov)

Town of Weddington

Lisa Thompson, Town Administrator

704-846-2709

[lthompson@townofweddington.com](mailto:lthompson@townofweddington.com)

By **August** 1 of each year the Contract remains in effect, the Contractor shall review, update, and submit a written communication plan to the Municipality for review and approval.

## **Route Maps**

The Contractor shall annually, unless a shorter time period is requested by the respective Municipality, review the existing collection maps. When adjustments are warranted, the Contractor shall submit detailed route maps, one (1) set each for service to the Municipality for the Municipalities review,

Each set of detailed route maps must show, for each collection day, the areas to be collected, the starting point for collection, and the exact direction and sequence of travel of the streets and alleys for each route to be collected. Route maps shall be submitted in reproducible, approved GIS format. All street names must be legible.

## **Routing and Collection Day Changes**

In the event collection days or routes changes are needed for any reason, Proposers much follow the process of Route Maps as stated above unless the municipality requests otherwise.

## **Collection Day Change Notification Process**

The Contractor shall be responsible for the full cost and provision of notification to all residential units locations affected by any change in routes or collection schedules, which has been approved by the Municipality which alters the day of collection.

Contractor shall provide at minimum for all expenses associated with developing printing and distribution of the following public information items:

1. Two (2) notices concerning collection changes and/or service changes in the newspapers in general circulation within the Municipality. Contractor will complete design and place these ads. Municipality will review the ads.
2. One (1) insert for applicable Municipal newsletters or email residence lists to Municipality customers. Municipality and Contractor to both design. Contractor will pay 20% of mailing and printing costs of newsletter.
3. One (1) direct mail or drop-off piece advertising changes in collection service. Contractor to develop and produce the letter to all Customers receiving the service.

Notification must be received by each affected residential unit location not less than one (1) week nor more than two (2) weeks prior to the starting date of such change. Such notice shall include the reason for the change and a telephone number and e-mail address to contact if further information is desired.

The Contractor is also responsible for ensuring that its equipment operators are fully informed of any approved change, and that the change is accomplished with a minimum of disruption to customers and daily operations.

### Collection Impediments

A number of collection impediments may require special effort by the Contractor to provide collection Service(s). Collection impediments of any type, in any portion of the service area including streets and alleys, shall not result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall make these additional efforts at no additional cost to the Municipality. If this special effort requires the distribution of additional roll-out carts due to an unavoidable delay in collection Services, the Contractor will distribute them and will notify the affected Customers.

If the impassability of the street or alley due to extreme weather shall be governed by the Emergency Plan set forth herein.

Periodically major renovation is necessary to maintain the infrastructure of the Municipality. This renovation includes such activities as replacing gas, water, and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, or cable television. If the Municipality Manager or Administrator (or their designee) is notified in advance of these activities, the Municipality will notify the Contractor. However, it is not uncommon for work to be initiated without prior notification. Alternate collection service must be provided during this period of disruption. Each circumstance must be evaluated individually to determine the appropriate alternative. The Contractor shall notify the Municipality of the nature of the disruption, its location, and the Contractor's recommended alternative to provide service. The Municipality will either approve the alternative method or require the Contractor to use a different collection method.

When materials of any kind are placed in the street or alley in such a way that the collection vehicle cannot proceed down the street or alley, the Contractor shall immediately notify the Municipality. The Contractor will attempt to locate the individual responsible for the material and have them remove it.

If an illegally parked vehicle blocks a street or alley, the Contractor must inform the Municipality contact of the situation and request removal of the vehicle. Removal of the vehicle usually occurs in a matter of hours, thus collection must be provided on the scheduled day. If the vehicle is not removed by the end of the collection day and there is no other access to the roll-out carts, the Contractor shall, upon notification to and approval by the Municipality, provide collection at start of shift on the following day. The Contractor is responsible for follow-up with the Municipality until the vehicle is removed and shall inform the Municipality when the vehicle is removed. Removal shall only occur as permitted by law; vehicles may be cited or otherwise penalized where appropriate.

## **SECTION 6: EQUIPMENT**

Proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect solid waste, yard waste, recyclables and other optional bids as specified herein. Vehicles shall comply with the following specifications:

**CS OR KD: ADD CLAUSE HERE ABOUT CNG BEING PREFERRED BUT NOT REQUIRED.**

- (1) All vehicles required to provide the Services specified herein shall be on hand and in good working order.
- (2) All frontline collection vehicles shall not be more than four (4) years old as of the commencement date and shall not be more than six (6) years old at any time during the initial term.
- (3) All of the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (4) All collection vehicles must be kept clean, in sanitary condition, and good repair at all times.
- (5) The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor and vector problems.
- (6) Contractor's collection vehicles shall also be empty of all solid waste and bulk waste prior to collection of recyclables and shall be empty of all recyclables prior to collection of solid waste and bulk waste.
- (7) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (8) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- (9) Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- (10) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Proposer plainly visible on both sides of the vehicle.

- (11) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of any fluid. No vehicles shall be willfully overloaded.
- (12) The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- (13) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning device; and backup cameras.
- (14) Only advertising approved by the Municipality for promoting the collection programs shall be permitted on vehicles.

Proposer shall also have on hand and maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity and have the same on-board equipment as the vehicles being replaced.

During the transition, and annually thereafter, the Proposer shall provide to the Municipality/ies an inventory of vehicles designated to provide the Services specified in the contract. This inventory shall include, at least, the inventory identification number, the make and model, the date of purchase, and the age for each vehicle. Any changes to the inventory vehicle list must be communicated to the Village Manager and/or Town Administrator prior to placing a vehicle in service. Municipalities reserves the right during the term of the contract, with reasonable notice to the Proposer, to inspect the Proposer's service facility and vehicles providing Services to the Municipalities under the Contract.

### **Emergency Unloading**

While Municipalities recognizes that an occasional emergency such as a hot load may require unloading a collection vehicle in the field, the Contractor shall recollect this material (the "Unloaded Material") within two (2) hours of the unloading. The Contractor shall notify the respective municipality immediately of such an event and shall take whatever measures are necessary to ensure that no fire danger exists. The area must be litter free after the re- collection. The Contractor shall notify the respective municipality when the Unloaded Material has been collected; at which time the respective municipality may conduct a follow-up inspection to ensure that the cleanup has been completed to the satisfaction of the respective municipality.

If the Contractor fails to collect the Unloaded Material and notify the respective municipality of such collection within four (4) hours, the Contractor shall pay the respective municipality in damages as outlined in the terms and conditions of contract.

If the Unloaded Material is not collected in a timely manner, the respective municipality may, in addition to assessing damages for time delays, assess damages of \$2,000 to collect the Unloaded Material, and will invoice the Contractor the cost to repair any damage to the respective municipality 's streets, sidewalks or other infrastructure as soon as the respective municipality can assess the costs of such damages to infrastructure.

The respective municipality shall not be liable to Contractor for any damage to Contractor's collection vehicles or injury to Contractor's personnel, or any other damage or injury, as a result of a hot load.

### **Vehicle Leaks & Spills**

Minimizing hydraulic fluid and oil leaks and spills on public or private streets and parking lots is a high priority for the Municipalities. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid or oil present upon the public or private streets or parking lots in accordance to the following standards.

The Contractor's collection vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem. The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with all federal, state, and local laws and regulations, of all oil spills and hydraulic fluid or other leaks associated with its provision of Services. In the event of a spill or leak, the Contractor shall immediately notify the respective municipality and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately request the Public Safety and notify the appropriate personnel within the Union County to dispatch traffic control and any other required public safety personnel. The respective municipality and the Contractor will evaluate the spill or leak to determine proper handling. The respective municipality must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The cleanup must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify the respective municipality when the cleanup is completed so that a follow-up inspection can be conducted to ensure that the cleanup has been completed to the satisfaction of the respective municipality. Any fluids associated with the spill or the cleanup shall be recovered for proper disposal and shall NOT be released into the stormwater system.

In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues collecting the route spreading puddles of hydraulic fluid or oil throughout the road system, the Contractor shall be liable for penalties as outline in the contract.

### **SECTION 7: OWNERSHIP OF MATERIALS**

The Contractor shall not assert or claim any property rights to solid waste, recyclables, yard waste, bulk waste, white good waste, electronic waste, or household hazardous waste, collected under this Contract.

### **SECTION 8: DISPOSAL AND PROCESSING FACILITIES**

The Proposer is responsible to pay any and all landfill tipping fees, yard waste or processing cost as relates to this contract.

Proposer shall deliver all solid waste (MSW), yard/vegetative waste, bulky, e-waste, and white goods collected pursuant to the Contract to the Union County Landfill, MSW, transfer station and C&D landfill and yard waste composting facilities Located at:

**Address**

2125 Austin Chaney Road  
Wingate, North Carolina, 28174

Proposer shall deliver all recyclables collected pursuant to this Contract to a municipal Recycling Facility (MRF), of their choice. The Contractor must have certification that the facility can and will accept the volume of materials brought there under this contract.

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of items as directed by the designated disposal facility, and delivery of recyclables as directed by the designated recycling facility. A copy of the current policies and procedures for the designated disposal facility will be provided by the Contractor, and are subject to modification from time to time.

**Additional Requirements for Recyclable Material**

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of recyclables upon entering the contract and by request by the Municipality. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. If the Contractor delivers uncontaminated recyclables to the landfill, liquidated damages in the amount of one thousand dollars (\$1,000.00) per incident will be assessed, provided, Municipality shall not be liable for the mishandling of any such contaminated materials.

If discovered that uncontaminated recyclable materials are placed into a landfill, the Municipality reserves the right to cancel the Contract. The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contract.

In addition to the records and reporting required of the RFP and along with the Municipality's monthly reporting on Services provided, the Contractor shall provide the Municipality with a report indicating any monies received for recyclable materials collected under the contract: by type of material sold, its unit price and weight. This report should reflect the amount shown as a recycle credit on the Municipality's monthly invoice.

**SECTION 9: RECORDKEEPING, FIELD AUDITING, AND REPORTING**

Daily: Proposer shall electronically submit a daily report, by noon each day, to the respective municipality, in a format approved by the municipality, containing, at a minimum, the following information for the previous day:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups).

- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the respective municipality that have been completed (e.g., rollout carts delivery to new customer, additional carts...etc.)
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.

Weekly: Proposer shall provide hard copies of the previous week's weight tickets from the designated facilities.

Monthly: Proposer shall electronically submit a monthly report, by the fourteenth (14<sup>th</sup>) of each month, to the respective municipality in a format approved by the respective municipality, containing, at a minimum, the following monthly totals:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the respective municipality that have been completed (e.g., rollout carts delivery to new customer).
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Total MSW tonnage sanitary landfill
- (7) Total tonnage yard waste
- (8) Total tonnage recyclables - Proposer shall keep accurate records of recyclables collections made from residential units and report to the respective Municipality monthly at least the following:
  - a. Total number of customers on each route for each collection during the previous month;
  - b. Number of customers that set out recyclables or were serviced for each route for each collection during the previous month; and
  - c. Total tonnage by route during the previous month.
  - d. Amounts of credit for recycling.
  - e. If recyclable is rejected and reasoning

Proposer shall provide the respective municipality with information and records adequate to determine any information required by the municipality, Mecklenburg and/or Union County, or the State of North Carolina to satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of North Carolina or other similar funding sources.

Proposer shall submit to the respective municipality a certified copy of its annual financial statement within ninety (90) days following the close of each fiscal year during the term, including any extension

thereof. Proposer shall also submit any additional operating and financial information, as specified by and in a format required by the respective municipality.

Proposer shall provide any additional information or reports as requested by the respective municipality to monitor Proposer's performance or the Municipality's Solid Waste, Yard Waste and Recycling programs.

The respective municipality reserves the right to review and audit all records of the Proposer pertaining to the Payments.

## **SECTION 10: SELECTION PROCESS**

### RFP Distribution and Information

Request for Proposals will be advertised on the Municipalities website and in the Enquirer Journal and distributed to a vendor list of Contractors already on file for solid waste Services. Questions posed by potential Proposers and the Municipalities answers will be provided to all potential Proposers.

### Contractor Evaluation

Proposals will be evaluated by a Contractor Evaluation Committee (CEC), appointed by the Village of Marvin Manager, and Town of Weddington Administrator composed of individuals with possible legal, financial and solid waste management backgrounds. The committee may include outside consultants. Both Municipalities retain the right to forgo the appointment of a committee and make sole determination as to the recommended award of the contract.

The CEC will evaluate all proposals based on established solid waste management priorities. Each proposal will be evaluated on its responsiveness to improve the quality, efficiency and impacts of all residential solid waste Services. Specifically, the Municipalities desire residential collection and processing Services that will provide:

- Minimum cost
- High quality of service
- Equitable levels of service for all customers
- New Services desired by customers
- Minimum customer confusion and service disruption
- Competitive Proposer environment now and in the future
- Opportunities for service evolution
- Services based on container type instead of dwelling or customer type
- Opportunities for Contractor innovation
- Reduced environmental impacts
- Optimal risk allocation

These values and principles help frame the overall priorities for the proposal evaluation and contract selection process.

The evaluation criteria are divided into four categories:



- Proposer's background and past performance
- Proposed operations
- Proposed program implementation, customer outreach and relations
- Total system price
- References

### **Proposal Review**

All proposals will be reviewed for clarity and completeness. Proposals must include all requested forms and supplemental information, in addition to base bid and optional bid sheets.

Proposals determined to be complete and responsive will be forwarded to the Evaluation Committee. Municipalities may request clarifying information and/or may choose to remove proposals from further consideration without seeking additional information. Municipalities may also require initial presentations. The Municipality reserves the right to reject any and all proposals.

### **Interviews and Presentations**

The Municipality has the option of requesting presentations by Proposers during proposal review. Interviews will be conducted in closed meetings, but any presentations to the Municipality elected officials are required to be in open meetings.

### **Municipality Investigation and Inspections**

The Municipality reserves the right to make independent investigations as to the qualifications of the Proposer. Such investigation may include site visits to existing operations, background checks for pending or past litigation, reference checks etc.

### **Final and Best Offer**

After selecting finalists, the Municipality may request final and best offers in response to revised service and system options. The final and best request is at the Municipality's option.

### **Evaluation Committee's Recommendation**

Upon completion of its evaluation, the Evaluation Committee will make its recommendation to the Town of Weddington and Village of Marvin elected officials. The recommendation may include negotiating with those Proposers, which demonstrated the best match with the evaluation criteria or to reject all proposals.

### **Public Documents and Disclosure**

While the Municipality has no plans to publish proposals and other information provided by a Proposer, pursuant to State Law, the Municipality may be required to publicly disclose to third parties any

proposals and materials submitted by Proposers. In order to preserve the integrity of the procurement process, it is the Municipality's intent to release no information prior to the conclusion of the procurement process unless ordered to do so by law.

The Municipality will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

### **Reservations and Limitations**

**1. Authority to Accept or Reject Proposals** – The Municipality reserves the following rights: to reject all proposals; to discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another Proposer; to contract with those finalists, who in combination produce the most advantageous result; to accept and negotiate proposals to collect and/or process garbage, yard waste, white goods and recyclables or any combination that is determined to be best for the Municipality.

**2. Proposer's Self Reliance** – Proposers are expected to be knowledgeable about the structures to be served, to understand the Municipality's terrain, streets and alleys, and locations for containers used for garbage, yard waste, white goods and recyclables. Proposers are expected to determine the appropriate equipment to provide the required Services.

**3. Proposer's Responsibility for Costs** – The Municipality will not reimburse any Proposer for any costs involved in the preparation and submission of proposals, in making an oral presentation or in contract negotiations.

## **SECTION 11 - SUPPLEMENTAL INFORMATION**

Supplemental information must be answered for all proposals. The questions were developed to directly support proposal evaluation and the evaluation criteria. Please read the evaluation criteria to fully understand priorities in evaluating proposals and selecting a Contractor.

List or reference the question before each answer. An answer to a question may refer to a document or page where the information may be found without repeating it, provided that any document referred to must be submitted with the proposal. A cross-reference may be made if the answer to one question also appears in an answer to another.

## **SUPPLEMENTAL INFORMATION REQUESTED**

### **1) Executive Summary**

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

## **2) Background and Past Performance**

Municipalities wish to enter into a long-term stable relationship with a collection firm that shares the collection principles outlined within the RFP. Therefore, we are seeking Contractors with secure and reliable standing, limited past litigation problems, extensive and successful service delivery, state of art equipment and management, high customer and client satisfaction and a strong record of environmental compliance. Please provide the following:

2a) **Proposer and Surety Commitment** – Complete **Form 2** -4 acknowledging commitments regarding this proposal and potential ensuing contracts.

2b) **Contact Information – Qualifications and Resumes of Key Employees:** Proposer should demonstrate the company's qualifications and experience to perform the Services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the Services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for Services provided to the Municipalities.

2c) **Key Employees** – Complete **Form 5** with background on key employees for the Proposer and all sub-Contractors.

2d) **Litigation History** – Explain in detail any and all litigation within the past five years involving any company, partner, holding company, or subsidiary in this venture, or any corporate officer, including litigation: arising out of performance of a solid waste or recycling collection contract; arising from or connected with violation of state or federal anti-trust laws; or arising from or connected with allegation of corrupt practices. Proposer should also document all civil actions, *losses of service contracts*, bid bond claims, performance bond claims or liquidated costs related to solid waste Services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to North Carolina; however, if Proposer has no existing service history within North Carolina, then nationwide performance history must be submitted. If there are no such actions, Proposer should so state.

2e) **Financial Strength** – Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the Services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to Municipalities' satisfaction, Municipalities' reserves the right to request additional information. If Proposers wish to protect any of these statements from public disclosure, they should clearly label the statements as proprietary.

**2f) Operational Experience** – Answer questions **a** through **c** below, describing your firm’s relevant experience. For each question provide the following detailed information: duration of the program; collection systems; annual tonnage; number of structures and units served; problems in establishing and providing service; experience in implementing changes; actions taken to resolve problems; experience in providing customer service; average daily complaint rate (including missed collections); evidence of customer and jurisdiction satisfaction; and reference contacts at jurisdiction.

- a) Residential garbage collection from cans and/or containers.
- b) Residential collection of yard waste
- c) Residential collection of recyclable materials

**2g) Environmental Performance** – Municipalities desire to partner with a Contractor that has a strong environmental record and that has experience in solving environmental issues in a timely manner. Therefore, describe any regulatory complaints or violations related to your solid waste operations received within the last five years. Provide evidence of successful mitigation of environmental and community impacts from your solid waste operations.

**2h) Price Modifications:** Proposer shall list all CPI increases with all other municipal entities they service over the last five years

### **3) Operations**

Municipalities seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow flexible and increased access to Services, meet customer needs, reduce impacts on public and environmental health, and provide long-term service stability.

**3a) Collection Services:** Proposer should explain how it plans to provide collection Services at least as comprehensive as those Services currently being provided by the Municipalities as described in this RFP. At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection Services; number of routes, number of collection staff; how materials would be handled following collection; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.

**3b) Collection staff training/background:** Proposer should state minimum training and experience requirements for collection personnel as it applies to all proposed categories of collection. Proposer should describe safety training program(s). Proposer should describe their policies for background checks for each collection employee.

**3c) Collection facilities:** Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

**3d) Customer Service:**

- 1. Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.
- 2. Call Center.** Proposals must explain how Proposer will allow Municipality access to the Proposers work order management – customer service system.
- 3. Transition Management:** Proposer should explain how it plans to manage the transition into providing these Services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving, vehicles, acquiring labor, etc.
- 4. Information Management:** Proposers should describe in detail how it plans to record, manage, and report information.
- 5. Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any sub-proposers it intends to employ and describe the specific work that would be performed by each sub-proposer.



**Form 1**

**REQUEST FOR PROPOSAL (RFP)  
SOLID WASTE COLLECTION SERVICES  
RESPONSE FORM  
“PROPOSAL SUBMISSION COVER FORM”**

**THIS PROPOSAL IS SUBMITTED TO THE TOWN OF WEDDINGTON AND VILLAGE OF MARVIN FOR SOLID WASTE COLLECTION SERVICES BY:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the Services as proposed if awarded the contract.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Form 2**

**Proposer Commitment**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of North Carolina, of full age, being duly sworn on oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Proposer making the Proposal for Solid Waste Services, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Weddington and Village of Marvin relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Contract(s) for the said Services.

I understand the Proposal requirements and the contract specifications and has based its Proposal on the provisions and specifications detailed in this Request for Proposals.

I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify:

- a. that neither the Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity;
- b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;
- c. that the information supplied by the Proposer in this Proposal is current, truthful and complete;

Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the Municipalities, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary or proper or incidental to the contract operations as required be and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the Municipalities.

I acknowledge receipt of addenda:

Addenda Number	Addenda Date
_____	_____
_____	_____
_____	_____



I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Proposer

**Note:** If this Proposal is being **submitted by a corporation**, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being **submitted by a joint venture**, it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

\_\_\_\_\_  
(NOTARY PUBLIC)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared \_\_\_\_\_, personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name Printed

My Appointment Expires \_\_\_\_\_

(seal)

**FORM 3**

**Surety Intent**

TO: VILLAGE OF MARVIN AND TOWN OF WEDDINGTON

We have reviewed the Proposal of \_\_\_\_\_  
(Contractor)  
of \_\_\_\_\_  
(Address)

for the following contract:

VILLAGE OF MARVIN AND TOWN OF WEDDINGTON  
Solid Waste Services

We understand that Proposals will be received until \_\_\_\_ on \_\_\_\_\_, 2021 and wish to advise that should this Proposal be accepted and the Contract awarded to the Contractor listed above, it is our present intention to become surety on the Performance bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to the owner or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of North Carolina.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Surety

(seal)

\_\_\_\_\_  
Name of Signatory and Title

\_\_\_\_\_  
Signature

## FORM 4

### **BID BOND/LETTER OF CREDIT/CASH SURETY:**

Each bid must be accompanied by a certified check, irrevocable letter of credit or bid bond in the amount of five percent (5%) of the total annual bid price, payable to the Village of Marvin and The Town of Weddington, respectively using the bid amounts within the RFP for each Municipalities as outlined in Section 2. The bid bond is intended to ensure that the Proposer, if awarded the Contractcontract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. The bid bond or letter of credit will be released after final selection for unsuccessful Proposers and upon execution of the contract for the successful Proposer.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Print Name\_\_\_\_\_

## FORM 5

### Proposal Contact

a) **Company:** \_\_\_\_\_  
Home office address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Local office address (if any): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

b) **Contact person for this Proposal:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

c) **Partners and major subcontracting companies** (information on subcontractors must also be provided on **Form 9 Subcontracted Operations**).

Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Role in contract: \_\_\_\_\_

Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Role in contract: \_\_\_\_\_

Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Role in contract: \_\_\_\_\_

Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Role in contract: \_\_\_\_\_

Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Role in contract: \_\_\_\_\_

Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Role in contract: \_\_\_\_\_

## **Principal Staff**

### **a) Proposer**

Principal Officers

Title

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**Please attach an organization chart or other means of explaining the interrelationships between the contractor, sub-contractors and team members.**

**Form 6**  
**Service Costs**  
 BASE BID  
 COST / FEE PROPOSAL FORM  
**Proposers Name:** \_\_\_\_\_

<b><u>WEEKLY CURBSIDE RESIDENTIAL FOR</u></b> <b><u>ONE (1) 96GL ROLLOUT HOUSEHOLD TRASH</u></b> <b><u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021-2022	\$	2021-2022	\$	2021-2022	\$	\$
2022-2023		2022-2023		2022-2023		

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

**Form 7**

**OPTION #1**

CONTAINERIZED WEEKLY RECYCLING

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b>WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2022- 2023	\$	2022- 2023	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

**Form 8**

**OPTION #2**

CONTAINERIZED BI-WEEKLY RECYCLING

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b><u>BI-WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.



## Form 9

### OPTION #3

#### WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

#### COST / FEE PROPOSAL FORM

**Proposers Name:** \_\_\_\_\_

<b>WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

**Form 10**

**OPTION #4**

**BIWEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b>BIWEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

**Form 11**

**OPTION #5**

**MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b>MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

**Form 12**  
**OPTION #6**

CONTAINERIZED/BAGGED YARD WASTE

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b>WEEKLY CURBSIDE RESIDENTIAL CONTAINERIZED/BAGGED YARD WASTE <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023		2022- 2023		2022- 2023		

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

**Form 13**

**OPTION #7**

**SEASONAL HAZARDOUS HOUSEHOLD WASTE EVENT**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

**Time of Year Suggested for Service:** \_\_\_\_\_

<b>ANNUAL SEASONAL HAZARDOUS HOUSEHOLD WASTE EVENT <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

**Form 14**

**OPTION #8**

**SEASONAL CHRISTMAS TREE COLLECTION**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b><u>ANNUAL COST OF</u></b> <b><u>SEASONAL CHRISTMAS TREE</u></b> <b><u>COLLECTION FOR RESIDENTIAL UNITS</u></b> <b><u>PER UNIT PRICE</u></b> (if awarded separate from “Yard Waste” Optional)						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may be a separate service invoiced and collected by Contractor from the individual Residents.

**Form 15**

**OPTION #9**

**SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

**Time of Year Suggested for Service:** \_\_\_\_\_

<b>ANNUAL SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

**Form 16**

**OPTION #10**

**SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

**Time of Year Suggested for Service:** \_\_\_\_\_

<b>ANNUAL SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.



**Form 17**

**OPTION #11**

**MUNICIPAL SPECIFIC LOGOS ON TRUCKS**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b>MUNICIPAL SPECIFIC LOGOS ON TRUCKS</b> <b><u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

The Municipality reserves the right to select the placement of the Municipalities name and logo on the trucks. The Municipality also reserves the right to use the payload area of one truck for installation of messaging graphics for community announcements (see representative photo to the right for approx. size and location). Once per year, the costs for installation and removal of the messaging graphics on one truck will be paid by Contractor, with this particular truck being rotated to each route at the direction of the Municipality in order to display the announcements throughout the Municipality

**Form 18**

**OPTION #12**

**MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS**

**COST / FEE PROPOSAL FORM**

**Proposers Name:** \_\_\_\_\_

<b>MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS <u>PER UNIT PRICE</u></b>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$
2022- 2023	\$	2022- 2023	\$	2022- 2023	\$	\$

\* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.



## **Appendix A**

### **Solid Waste Services Contract**

*The following contract serves as a template for a typical contract for service between the Town and Contractor. It may be modified by both parties in mutual agreement. It should be used as a guide by proposing firms. Services listed in the contract that are not specifically enumerated in the RFP should be considered desirable and the Contractor should give serious consideration to including such Services in their proposal.*

#### **CONTRACT FOR SERVICES**

This Contract for Services (this "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") between **The Town of Weddington** ("Town") and \_\_\_\_\_ ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Bulk/E-Waste, Yard Waste, and Storm Debris and other additional collection and disposal Services (collectively the "Services"), as more particularly described and  
in accordance with the terms and conditions stated herein including the Cost/Fee Proposal attached hereto as Exhibit 1, Scope of Services and Terms attached hereto and incorporated herein by reference as Exhibit 2 (collectively, the Cost/Fee Proposal and the Scope of Services and Terms are referred to as the "Price and Scope Summary") and the Town's Request for Proposals For Solid Waste Collection Services (the "RFP"), a copy of which is attached hereto and incorporated herein by reference as Exhibit 3. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control.

The Contractor shall begin collection Services on

\_\_\_\_\_.

The Term of this Contract is set forth below.

The Contractor 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 Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (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 complete the Services, (iv) it shall perform 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 Town. Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis. Accordingly, see Section 14 of the Standard Terms and Conditions.
3. Initial Term and Town Options to Extend. The term of this Agreement and performance shall commence on the Effective Date and terminate on **July 1, 20** (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), five (5) year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Municipality does not opt to renew the Contract or the Municipality and Contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this Contract under the terms set forth herein for a period of six months total for the purpose of completion of Services started prior to current Contract expiration or until a new Contract can be established.
4. Project Coordinator.  is designated as the Project Coordinator for the Municipality. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.
5. Contractor Supervisor.  is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
6. Methods of Payment. Town will make payment after invoices are approved on a net 30 day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Municipality's Finance Department to establish mutually acceptable billing documents. The Municipality will retain full auditing rights of Contractor's accounting records as they pertain to the Municipality's Contract. Municipality will not pay for any Services in advance without the prior approval of the Finance Officer. **After commencement of collection Services, Contractor to shall submit invoices on the following schedule: by the fifteenth (15<sup>th</sup>) day of the month, beginning**
7. Notice.

Town of Weddington  
Attn: Town Administrator  
1924 Weddington Road  
Weddington, NC 28104  
Email: [lisa@townofweddington.com](mailto:lisa@townofweddington.com)  
Phone: 704.846.2709  
To Contractor:  
Name:  
Address:  
Email:  
Phone:

8. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.

9. 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.

Attachment and Exhibit List:

Attachment A: Standard Terms and Conditions

Exhibit 1: Cost/Fee Proposal

Exhibit 2: Scope of Services and Terms

Exhibit 3: RFP

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK  
INTENTIONALLY] [SIGNATURES ON NEXT PAGE]**

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Federal Identification #  
[if Contract is with Organization or Social Security Number if  
individual]

**TOWN OF WEDDINGTON**

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Town Finance Officer

\_\_\_\_\_  
Date

## ATTACHMENT A

### Standard Terms and Conditions

1. **Entire Agreement.** The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Standard Terms and Conditions and the RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by 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 Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. 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 Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
2. **Invoices.** It is understood and agreed that Services will be provided at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
3. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. **Nondiscrimination.** During the performance of the Contract, Contractor 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.
5. **Conflict of Interest.** Contractor represents and warrants that no member of 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. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. **Gratuities to Town.** The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
7. **No Kickbacks to Contractor.** Contractor 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 Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
8. **E-Verification.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. **Indemnification.** Contractor shall indemnify and hold harmless 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 Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless 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.
10. **Insurance.** Intentionally deleted. [See Price and Scope Summary]



11. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, 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 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for Services actually performed through the date of termination.
12. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or Services and any expenses incurred in connection therewith.
13. Transition in Service. In the event Services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of Services and minimal inconvenience to customers served.
14. Contract Funding. It is understood and agreed between Contractor and Town that 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 Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to 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. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
17. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
20. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
23. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
24. Background Checks. At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.

25. 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.
26. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor 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.
27. Force Majeure. If 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 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 Town.
28. Strict Compliance. 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.
29. General Provisions. 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 Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
30. 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 Gaston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract. Nondiscrimination. During the performance of the Contract, Contractor 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.
31. Monitoring and Evaluation. Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the Services of Contractor's employee.
32. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. Inspection at Contractor's Site. Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

**INSERT VOM CONTRACT HERE**

-Need to create an ordinance to provide all vendors are exempt from servicing communities without a franchise

-also need to make sure road ordinance clearly defines garbage truck spills hydraulic fluid or fires--

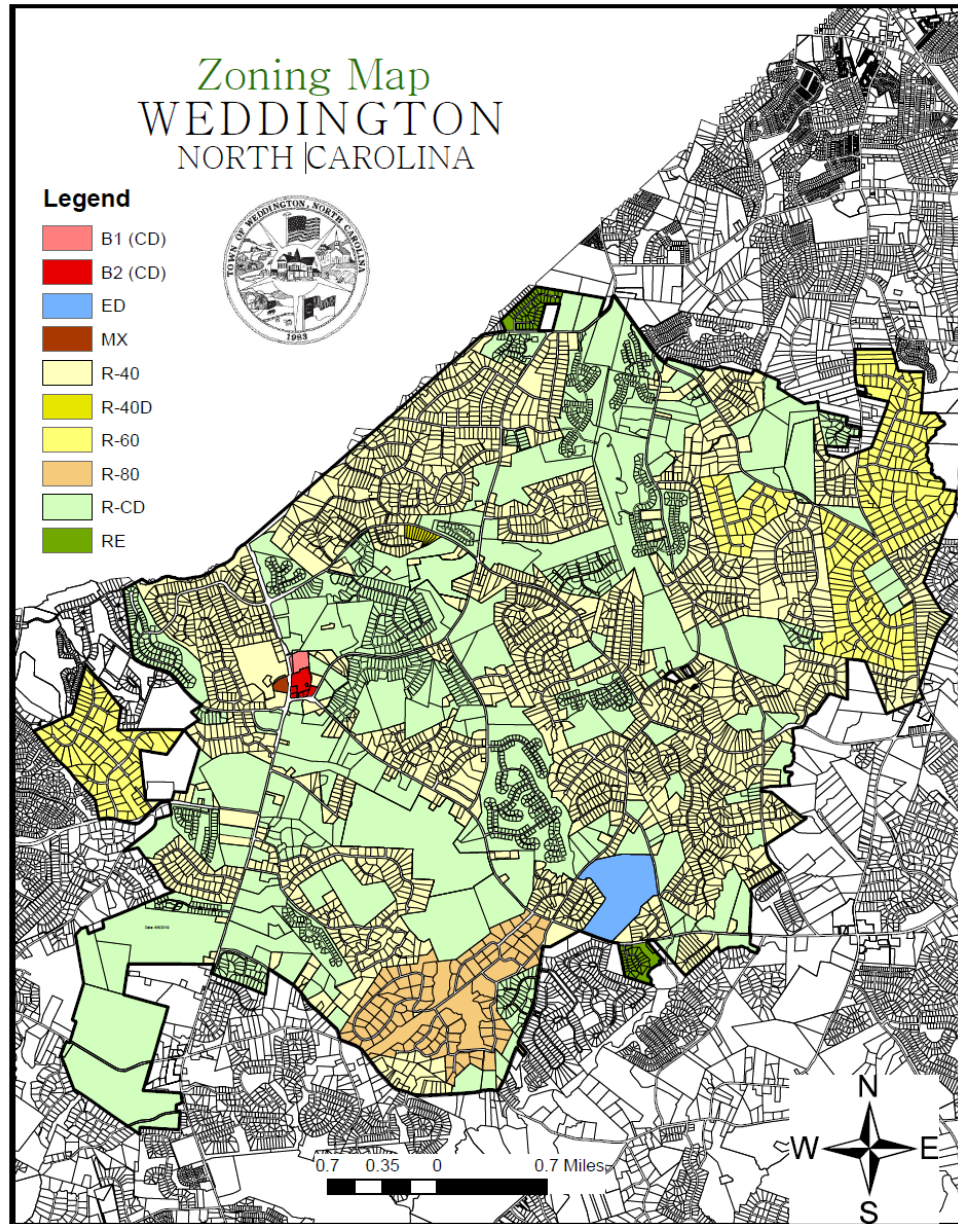
if sustainability is important; letter certifying hauler is reusing/composting yard waste and where and how- DEQ has rules around this.

DRAFT

## **Attachment 1**

### **Background on the Town of Weddington's Customers and Map**

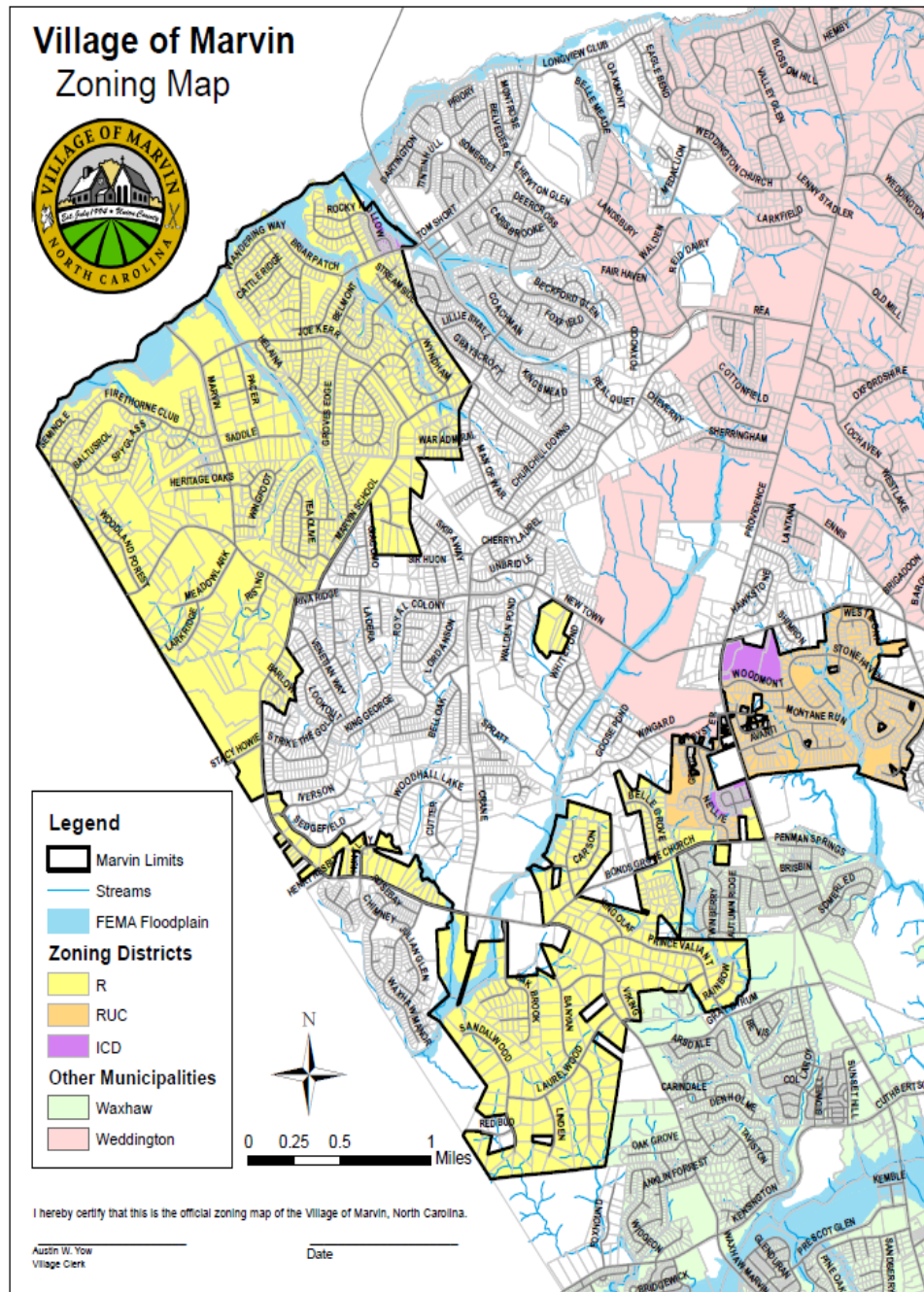
The Town of Weddington has a population of more than 11,000 residents and covers 17 square miles. Garbage collection Services are provided to approximately 4,500 households. Presently, garbage collection Services are provided through a privatized contract with as secured by the consumer.





## Attachment 2 - Background on the Village of Marvin's Customers and Map

The Village of Marvin has a population of approximately 7,000 residents and covers 6 square miles. Garbage collection Services are provided to approximately 2,000 households. Presently, garbage collection Services are provided through a privatized contract as secured by the consumer.



August 12, 2020

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF UNION**

THIS AGREEMENT is made and entered into this the \_\_\_\_ day of the \_\_\_\_\_, 2021, by and among, The Town of Weddington, NC and the Village of Marvin, NC (hereinafter collectively referred to as the “Parties”).

**W I T N E S S E T H:**

WHEREAS, pursuant to NCGS § 160A-327 Weddington and Marvin have notified the public of their intent to investigate the displacement of private solid waste service providers within their respective jurisdictions; and

WHEREAS, as part of that investigation, the Parties have jointly determined to seek proposals from solid waste providers to determine if those proposals result in financial, environmental and service improvements for the citizens of Weddington and Marvin; and

WHEREAS, the Parties have determined that it is in the best interest of both to cooperate in this endeavor in that it offers potential savings in costs and staff time and allows an efficient means for Proposer’s to participate in the RFP Process;

WHEREAS, the Parties, through their staff, will create and publish a Request for Proposals (“RFP”) for solid waste services which will seek pricing and service levels commensurate with the requests and requirements of the Parties; and

WHEREAS, the Parties, acknowledge that while working through development, publication and consideration of the RFP and proposals received from potential service providers (“Proposer”), (the “RFP Process”) issues may arise that require cooperation between the parties; and

WHEREAS, the Parties desire to set forth the following to provide guidance and oversight to the RFP process; and

WHEREAS, this Agreement is made under the authority of N.C. Gen. Stat. § 160A-460 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. The term of this Agreement shall begin on March 1, 2021 and shall continue until June 15, 2021. This Agreement may only be terminated upon expiration of the aforementioned term without an amendment extending the term executed by both parties to this Agreement. Notwithstanding the foregoing, the Parties may, either by mutual written consent or at the convenience of either party, terminate this Agreement at any time and for any reason.

2. The Parties agree that each will pay for its own staff's contributions to the RFP Process. The Parties further agree that each will be responsible for its own attorney's fees and for those other costs or expenses of the RFP process that fall under that Party's control. Upon written consent of both Parties, the Parties may share equally in other costs or expenses associated with the RFP Process.

3. The Parties agree that the RFP will seek pricing for a variety of service levels and that pricing shall be provided for i) Weddington alone; ii) Marvin alone; and iii) both Parties should they both choose the same Proposer at the end of the RFP Process.

4. The Parties agree that each Party will enter into its own contract with that Party's chosen Proposer. This Agreement does not obligate any of the Parties to enter into a contract with any Proposer.

5. Proposals responsive to the RFP shall be submitted sealed and sent to Marvin. The Parties shall establish selection teams consisting of the Town Administrator, one elected official, and one citizen that resides in the respective jurisdiction (the "Weddington Team" and the "Marvin Team" collectively, the "Team"). The Weddington Team and the Marvin Team shall be present at the opening of submitted proposals. The Team may agree to establish processes and procedures to facilitate the RFP Process including but not limited to i) standards for proposal review, ii) the requirement of pre-bid meetings, iii) methods by which Proposer questions may be submitted and answered and iv) any other process that facilitates the RFP Process.

6. The RFP shall require Proposers to post bid security in the form of a bond, check or letter of credit. The bid security will be made payable to the "Town of Weddington or the Town of Marvin" and the security shall be submitted to and held by the Town of Weddington. The bid security shall be returned to Proposers when their bid has been rejected. The winning Proposer shall have its bid security returned upon submission of a required performance bond. Failure by a Proposer to submit bid security disqualifies that Proposer from consideration. Marvin shall notify Weddington, in writing of its decision to reject or accept each proposer within 24 hours of such decision in order to ensure prompt return of bid security to all proposers.

7. By mutual written agreement of the Parties, the Parties may amend the scope of the RFP as appropriate to achieve the goals of the Parties with respect to the RFP Process.

8. This Agreement may be amended by mutual, written consent of the parties.

9. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Parties hereto confirm that any facsimile copy or photocopy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof. This Agreement may be supplemented, amended or revised only in writing by agreement of all the Parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year above written.

**TOWN OF WEDDINGTON:**

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Town Administrator

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

\_\_\_\_\_  
Finance Director

**VILLAGE OF MARVIN:**

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Town Administrator

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

\_\_\_\_\_  
Finance Director