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**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, July 13, 2015 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104
AGENDA**

Prayer – Mayor Bill Deter

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Presentation from Richard Matens, Director of Union County Human Services, on Community Block Grant

PUBLIC ADDRESS TO THE COUNCIL

Any individual or group who wishes to address the Council may do so at this time. Each speaker will have three (3) minutes to make their remarks and shall obey reasonable standards of courtesy in their remarks. Typically, this is a time for the Mayor and Council to hear from the public and not respond. If questions are raised, a member of the Town Council or Staff may contact the individual after the meeting to help address issues raised. If the item you wish to speak about is a Public Hearing item, address your concerns during that time and not under the Public Comment period.

5. Public Comments
6. Additions, Deletions and/or Adoption of the Agenda

Consent Agenda. The Council may designate a part of the agenda as the "Consent Agenda." Items placed on the consent agenda are judged to be non-controversial and routine. Any member of the Council may remove an item from the consent agenda and place it on the regular agenda while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting. All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

7. Consent Agenda
 - A. Approval of Resolution for CSU Multi-Jurisdiction Hazard Mitigation Plan
 - B. Approval of Authorization for Tax Collector to collect 2015 taxes
 - C. Approval of Community Block Grant Resolution
 - D. Approval of Landscape items for medians
8. Approval of Minutes
 - A. May 11, 2015 Regular Town Council Meeting
 - B. February 25, 2015 Special Town Council Meeting
 - C. February 26, 2015 Special Town Council Meeting
 - D. April 28, 2015 Special Town Council Meeting

E. June 8, 2015 Regular Town Council Meeting

The Public must sign up before the beginning of the meeting to speak on an item under Public Hearings. The Mayor will recognize speakers in the order in which their names appear on the sign-up sheet. The Council sets the rules for the Public Hearing. The rules may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the Town Hall; and for providing for the maintenance of order and decorum in the conduct of the hearing.

Each speaker must address the Council from the lectern and begin their remarks by giving their name and address. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers must be courteous in their language and presentation. Personal attacks on the Council or members of the public will not be tolerated.

The Mayor may determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and shall rule on objections from other members of the Council on discourteous behavior. A majority vote of the Council may overrule the Mayor's ruling on standards of courtesy. Speakers may leave written comments and/or supporting documents, if any, with the Town Clerk to the Council.

9. Public Hearing and Consideration of Public Hearing

- A. Public Hearing - Conditional Zoning Application for All Saints Anglican Church
- B. Consideration of Conditional Zoning Application for All Saints Anglican Church

10. Old Business

- A. Fire Service Update – Councilwoman Hadley

11. New Business

- A. Consideration of approval of an Information Technology Provider
- B. Discussion on a Social Media Policy for the Town
- C. Consideration of Electrician Bid
- D. Review and consideration of appointment to Public Safety Advisory Committee
- E. Review and consider of appoint to Planning Board
- F. Land Use Plan Annual Update
- G. Discussion and consideration of the lease/sale of the Hemby Road Fire Station

12. Update from Town Planner

13. Public Safety Report

14. Update from Finance Officer and Tax Collector

15. Transportation Report

16. Council Comments

17. Adjournment

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Peggy Piontek Town Administrator

DATE: July 13, 2015

SUBJECT: May 11, 2015 Draft Minutes

At the June 8th Council Meeting, there was concern that some comments were missing. I was asked to listen to the recording again and explained via email to all Council the circumstances surrounding that omission. These minutes are presented to you for consideration of approval.

PSP

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, May 11, 2015 - 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington United Methodist Church, Helms Hall, 13901 Providence Road, Weddington, NC 28104 on May 11, 2015, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox, Finance Officer Leslie Gaylord, Town Planner Julian Burton, and Town Administrator Peggy Piontek

Visitors: Travis Manning; Kenny SchottII, Bryson Estridge, Bill Price, Dorothy McKnight, Marianne McKnight, George Garner, Don Sinclair, Kevin Sidney, Ronald & Brenda Williams, Danise Simmons, Kenny Schott, Mary Knoble, Cheri Schell, Jody Schell, Jim & Sherry Roese, George & Charlen Comuch. Laura Manny, Betty Vogler Hoash, Marylu Gibbs, John Houston IV, Loche Stuart, Jean Stuart, Reece Schuler, David A. Weirich, Mary Ann DeSimone, Joe DeSimone, John Houston, Daniel Bary, Janice Propst, Lib Propst, Jack Parks, Ben Jones, Kimberly Crooks, Scott Robinson, Terri Ellis, James Burke, James Mundorf, Nancy B. Mundorf, M. Cartafalsc, A. Cartafalsc, Mike McLeod, Ernest Black, Nancy Anderson, Eric Anderson, Kathie Burns, Robert Burns, Andrew Moore, Julie Moore, Linda Guthrie, Michael Guthrie, Walton L. Hogan, Steven Garofolo, Ed Seeley, Lee Rollins, Jerry Fitzgerald, Kara Knotts, Jim Fahy, Sue Fahy, Bob Wetteroff, Jim Bell, Marie Bower, James Searle, A.J. Cooper, Judy Johnston, Mark Knowles, John Rice, Julie Moore, Stan Delaney, Kenneth Moore, Silvano Ferrazzo, Mr. Simmons, Cisco Verse

Mayor Bill Deter offered the Invocation prior to the opening of the meeting.

Item No. 1. Open the Meeting. Mayor Deter opened the May 11, 2015 Regular Town Council Meeting at 7:00 p.m.

Item No. 2. Pledge of Allegiance. Mayor Deter led in the Pledge of Allegiance.

Item No. 3. Determination of Quorum. There was a quorum.

Item No. 4. Public Comments:

Judy Johnston, Wellington Woods, NC requested that we not sell the building that the PVFD is currently located in.

Janice Propst, 531 Weddington Road, Weddington, NC commented that her family has run a beautiful farm for five generations. In 1954, lead by Chief Tom Grear Providence was established. People like lifetime resident John Houston and Mayor Anderson's Uncle Jim Hunter were some of the early Board

Members. For 60 years in the Providence and Weddington Community they put their hearts, time, souls, money and their hard work into the PVFD to keep our residents and property safe and secure. There are a lot of people that consider Providence our Town Fire Department, giving them a sense of community. Citizens were proud when the town purchased the property and got the current station up to code for our dedicated firefighters. It was the right thing to do to preserve and protect the fire company that has preserved and protected our community for 60 years. She thanked Councilmember Hadley for her loyalty to the town, citizens and to our fire department. Stating that she has been steadfast in her efforts to continue all the hard work of the hard working families that started that fire department 60 years ago with one engine, one small tanker and a military surplus truck that was used as a brush truck. Ms. Propst insinuated that the rest of the Council is not part of the heritage of the town resulting in a lack of loyalty to what she feels is a historic treasure. She reminded them they were elected to serve the people of Weddington and they were not being respectful of the residents or the fire department.

Michael Guthrey, 3024 Kings Maynor Drive, Weddington, NC stated that he made a donation to the fire department to honor a friend who was a first responder explaining that the members of the fire department are not just for fire, they are emergency medical technicians, hazmat, if someone is sick they are coming to your house. We need to recognize that there's a lot more at stake than dollars and cents. He's thrilled to be here and takes pride in the town and the fire department.

Mark Knowles, 5117 Laurel Grove Lane, Weddington, NC is a resident for over 20 years and all the emails, posts and conversations he has had with other residents conclude this is a bad decision. He forfeited the rest of his time asking for the Council to explain why this is a good decision.

Scott Robinson, Elderberry Court, Weddington, NC is a 12 year resident and is proud to be a member of the PVFD Board for the last 5 years for the men and women who protect our community. There are many issues on the table and he hopes everyone will listen to one another and come up with the right solution for the community. He referred to the election 3 years ago where the candidates ran on openness, transparency in government and the best interest of the residents and he challenged them to live up to that promise.

Travis Manning, Providence Place, Weddington, NC has been a resident for over 28 years. He presents himself as not only a resident but a member of the PVFD and doesn't understand why we're still discussing this decision. He doesn't understand how removing apparatus from the fire service is a good idea, why life safety would be played with and manipulated with for personal agendas, why selling an asset for less than what the town bought makes any sense in any business. He referred to the Mayor publicly stating this is a business decision. He believes the numbers add up to \$250,000 a year in savings, referring to the loss of apparatus, loss on cost of building and the potential penalty to get out of the contract costing \$4,000,000 that the tax payers will have to pay for; if you do the simple math \$250,000 into \$4,000,000 is 16 years and he asked for clarification on where the savings is. He concluded as a firefighter challenging the Council to look at him and his firefighters and tell them what they did wrong to deserve where they're at. "Why is our service not good enough? We went from an ISO rating of 6 to a 4 with less budget each year, usually when someone gets fired there's a justification

and clearly my men and women don't deserve this and I'd like out of respect for those that I fight with I want to know why."

Ed Seely, 1020 Antioch Woods Drive, Weddington, NC stated he is retired military, new resident of 4 years and feels local government's first responsibility is for safety, including police and fire protection. All other responsibilities, except schooling which is County, are secondary and whatever their priorities are that are driving this decision he requested they look at them in weight of their first priority which is public safety and continue the existence of this fire department.

Steve Garofalo, Antioch Woods, Weddington, NC stated his son asked why the fire department was being closed, they are so nice. He lives on the outskirts of town and from a common sense and financial perspective what is the cost of life, this is not a poor neighborhood and doesn't understand why we would elevate such a low cost to such a high value of human life. He grew up in Washington, DC and escaped to become part of America where people have a vote and government cares about them. He respectfully asked that Council undo this for the sake of his family to get care whether he's home or away.

John Rice, 3208 Michelle Drive, Weddington, NC a 30 year resident asked those that voted for it, why they feel it's necessary to give away the cow so we can buy milk. "You are the Mayor, we are Weddington, and we are the people."

Julie Moore, 3200 Michelle Drive, Wedding ton, NC stated they have heard misinformation about the fire service for the town. "Each citizen pays a 5.2 cent tax rate with the Town Council to determine what is to be paid to the fire service provider. PVFD has a budget of \$700,000; WCVFD has a budget of \$1,800,000 for 2 stations. PVFD operates on less than half of what it takes WCVFD to run one station. Yet the Mayor has said that he has contracted with WCVFD for less. The contract with WCVFD is for a one year time table and they must provide the same service as PVFD, so WCVFD will take over and all apparatus there belongs to PVFD, resulting in WCVFD providing their own." She referred to a notice published in the Enquirer Journal for WCVFD to restructure their debt in order to purchase the Hemby Road property. "If they need to do that it's likely they do not have funds on hand to purchase new apparatus, so they will have to pull from their other locations. Though the contract does not address the Hemby Road property it does stipulate operating from there, inquiring how WCVFD will compensate our town for the use of this property. It became our property after \$900,000 of our tax dollars were used to renovate it. Recently it's been proposed to sell for around \$750,000, the land and building are worth \$1,600,000; \$750,000 is less than half of what it's worth. Our town is not in extreme financial distress so why the short sale? If the property is sold to WCVFD and we want to dissolve our association with them how can we do that if the own the building? PVFD had 47 men and women providing our service, WCVFD will have to find and train 47 people to man the Hemby Road station by July 29th." The McGrath Fire Study you commissioned stated there is a nationwide concern that fewer people are volunteering to be firefighters. This will be a huge challenge that has to negatively affect the quality of the service. The one year time frame for this contract seems to favor WCVFD; as with any introductory contract, your low introductory price only lasts for a short time. There is no way with the money you needed to compensate our citizens for the use of the property, money to buy apparatus and the money

needed for firemen that the contract rate can continue. WCVFD will have to either increase the price or decrease the service. The one year time frame allows them to renegotiate for more money and the caps on increase will mean nothing if they own the building. With these uncertainties the Town must slow down and be sure this move is the best one. The Union County Board of Commissioners asked us to wait until next summer; they see the impact not only on our citizens but also on Western Union County if PVFD is no longer serving this area. She inquired if Council would enter into a contract with this many uncertainties with their own money, especially if your experience advisors caution them to wait and think it through? " I think you would find it too risky and wait until you can be more certain, that's all I'm asking you to do for our citizens."

Andrew Moore, 3200 Michelle Drive, Weddington, NC "A fire municipality was formed approximately 2 years ago, approved by the people of Weddington, the Town Council and the Fire Department. The County and the State Fire Marshal supported it and helped gain approval. \$900,000 was spent by the Town of Weddington to update PVFD, they entered into a FSA contract with the Town of Weddington for 10 years and PVFD turns over ownership of the building as part of the agreement. PVFD received an ISO rating of four 3-6 months ago. April 2015 Town Council, excluding Pam Hadley, voted to cancel the signed 10 year contract voted in August 2014. Cancelling this fire contract jeopardizes fire service and citizen safety for Stallings, rural Weddington and southern Mecklenburg. Intended contract with WCVFD would jeopardize fire service and safety for Wesley Chapel citizens and businesses as well. In addition, the \$750,000 penalty will have to be paid by the town due to breach of contract with citizens tax dollars. I've spoken to Commissioner Goodwin several times pertaining to an increase of insurance for homeowners. The Commissioner clearly stated rates could go up due to the timing to re-inspect. Mayor Deter does not agree, he says premiums will not go up, he has stated in public if rates would increase we would look into other alternatives. What alternatives? Mayor Deter does not have a fire safety, fireman or Fire Marshal background and yet he's making statements that are simply not true. The office of the Fire Marsha, the Board of County Commissioners and the Fire Marshal himself say to slow down and do not make false accusations you can not keep. I would side with Commissioner Goodwin on this one, based on his experience, background and current position. Why is the Town Council in such a rush? Why isn't the Mayor speaking to other parties to resolve this issue? Why is our first term Mayor saying premiums won't go up and is only pushing a savings of roughly \$234,000.00? The Mayor's background is not fire safety and is based clearly upon a statement that was printed dated May 15, 2015 and I quote "can someone please dumb this down for me so I can get an answer to what I thought was a simply question". Mr. Mayor the North Carolina Fire Marshal, the Board of County Commissioners are answering your question, slow down, pull back the reins and implement a plan the County is pursuing after planning, researching, pricing and devising a solution that is best for the tax payers and most importantly safe fire and EMT service for all."

Stan Delaney, Weddington Matthews Road, Weddington, NC stated " I'm probably one of the handful of natives from Weddington. I've seen a lot of changes in my lifetime but one constant was the PVFD. The dedication and willingness to give up their own time to serve the public, I thank you. We have some of the best people anywhere; we have the best response times. I know that first hand, I had my hand caught in a wood splitter last year, it took them 2 minutes. We're not going to get that with any other

service. We need to keep what we have, you need to listen to these residents and don't forget they are voters. Going through with what you plan is political suicide; these people have memories - they will vote you out."

Werner Thomisser, 2008 Kings Manor Drive, Weddington, NC stated that the time for venting is long past and he's here to show his concerns for the Council's decisions. He referred to a Resolution passed last Monday by the Union County Board of Commissioners that he understands that is not legally enforceable but illustrates their concerns for the fire and EMT service in Western Union County. "Now we have a contract and you say nothing will change but what is going to happen to the 47 certified firefighters and EMT's? How about the staff of 4 that's manning Hemby Road 24/7 365 days a year? What about the \$3,000,000 apparatus in the fire station? After July it's going to be an empty shell and the County has a freeze on the stuff so what are you going to have in that building, one fire truck? How are you going to shuttle 6,000 gallons of water, the building will be empty? What about the mutual aide, where's it going to come from? Waxhaw - six to eight miles away? A fire doubles every minute. How about Hemby Bridge and Mineral Springs? That's even further. The State Fire Marshal, Mr. Goodwin and the State Insurance Director did not commit that homeowner insurance rates will remain the same. How can you put that in the contract because nobody can verify the apparatus and the firefighters? How are you going to enforce it? Suppose they can't do it, it's a monopoly, what are you going to do fire them? Who will be the next fire company? There isn't one. \$915,000 was spent to renovate the fire station and now you want to give it away for whatever the number is; that's taxpayer money out of the fund balance of Weddington. Now you criticized the last Town Council for being \$30,000 short on the budget which didn't turn out that way; how much money have you spent on attorney's fees in order to change this fire service? You're going to give the fire station away for \$200,000 - 300,000 less than we paid for it? It is a lack of financial responsibility."

Kenneth Moore, 3903 Weddington Matthews Road, Weddington, NC thanked Council Member Hadley because she is the only member of this board who is willing to listen to the people of this town. As far as he's concerned, all those who voted against it should be thrown out of office. It was a bad decision that the four other Councilmembers made. He asked what they didn't understand about the residents not wanting to get rid of their fire department. "We have a super fire department, ask my little dog who starts howling every time the fire alarm goes off and within 2 minutes there's a truck that goes by my house. He has no respect for you four."

Mary Knoble, 1318 Lake Point Drive, Weddington, NC said that this decision was supposedly based on economic savings. Her understanding is that if this transfer of property and Weddington residents' tax revenue occurs there will be a transfer of \$3,000,000 of apparatus and equipment valuation; \$1,600,000 in Hemby Road Fire Station valuation, a probable expenditure of \$750,000 in payment to Providence for breaking their contract this comes to \$5,350,000. "If our 2014 budget was \$1,800,000 then we are giving away three years worth of Weddington's budget, because that's the total of those valuations, 500% of your annual budget. If this transpires I really am very concerned that it should never happen again; that something needs to be done to prohibit this amount of transfer of Weddington property based on three Weddington residents' votes. I want to know what we can do to prohibit this

kind of personal, political pay off with the taxpayer's funds. Why are we shutting down a Fire Department?"

Joe DiSimone, Willow Oaks, Weddington, NC - in 2012 backed by our residents a municipal fire department was formed under Providence. Now under the pretext of saving money and against the citizens wishes, you and some Council Members have decided to fire PVFD and hand it over to Wesley Chapel. The savings that were tossed to the media by the Mayor changed from one interview to the next to a point that we never knew what the savings were and still don't. PVFD submitted evidence proving their solvency and most of you dismissed it and were not receptive to any alternate proposals. Let's look at the facts: A) Insurance rates in Weddington are going to go up, contrary to what you say because you can't prove it anyway. This station will no longer keep its #4 rating. Attendees from the State Insurance and State Fire Marshal were prevented by this body from speaking at the last meeting, that's a travesty. Our station is valued at \$1,600,000 and is debt free. Wesley Chapel has begun action to restructure their current \$4,000,000+ debt in order to buy our building. The citizens of Weddington are being kept in the dark as to the plans to sell the building. Will it be sold at market value or is a special deal going to be in place that only favors Wesley Chapel but not the Weddington taxpayer?. Do you and this body have the authority to cut deals with our tax dollars without voter approval? Mr. Mayor, in 2013 you were quoted in the Union County Weekly as saying "I support the concept of our town gaining an asset in exchange for assisting Providence with the renovation of the station in order to meet State requirements. This is a paid asset belonging to us and selling it for any amount below market value will be a slap in the face to the Weddington residents." Wesley Chapel has to increase their debt in order to buy our building, resulting in Weddington resident paying for the building twice. I call that fiscal irresponsibility. 47 dedicated men, \$3,000,000 in trucks capable of delivering 6,000 gallons of water to a fire will disappear. How does Wesley Chapel plan on handling that? They have neither the equipment nor the staff to handle the level of service we currently have. Going forward WCVFD must depend on mutual aide, which means they will have to receive support from Waxhaw, Marvin, Mineral Springs, Stallings, etc. putting a larger strain on fire departments throughout all of Western Union County. It appears that some members of this administration failed to think very far down the road. 24/7 service with 4 certified firemen, 2 EMT's at the station. Under pressure, Wesley Chapel has agreed to the same service. However, the contract that the Council gave to them didn't specify that those 4 members had to be on site; that gives WCVFD a loophole."

Maryanne DiSimone, 1309 Willow Oaks Trail, Weddington, NC stated Providence VFD is located almost across the street from my subdivision, so I have a vested interest. The actions taken by this Town Council firing PVFD will cost the residents of Weddington, Marvin and Wesley Chapel; not only taxpayer dollars, but most important in the public safety of the citizens living in these areas. My remarks are directed not only to the members of this Council but to all of the residents. I'll focus on the public safety issue, if Wesley Chapel takes over the Hemby Road Station, it will acquire a building and property of \$1,600,000. It has been published that Wesley Chapel is holding a public hearing to renegotiate their loan in order to lower their interest rate of their debt in a neighborhood of \$4-5,000,000. It has also been published that the Town of Weddington plans to lease or sell the Hemby Road Station to Wesley Chapel adding even more to that debt. Any figure below market value would give the appearance of

collusion. Keep in mind that they will purchase only the land and the building and four outside walls. They will not acquire the furniture, rescue truck, brush truck, 3 engines and a tanker capable of carrying 6,000 gallons of water anywhere in the County. They will not get the hoses to put out a fire, the rescue tools such as the jaws of life required to extricate you from a vehicle in order to save your life; the SCVA tanks or the turn out gear that firefighters need in order to do their jobs. Wesley Chapel will be forced to thin out their current resources now located at two substations and relocate some of their trucks and manpower in order to get a third substation up to standard. The Mayor has promised time and time again that nothing would change in the Hemby Road Station. He promised that it would be staffed with 4 certified firefighters with at least 2 of them being EMT's 24/7 365 days a year. How can you make such a promise knowing that Wesley Chapel, Weddington and Marvin will also suffer because those same resources will be spread over a larger area? Wesley Chapel just purchased a new engine, costing about \$600,000; they will need about \$130,000 worth of equipment to put on that truck. With the loss of PVFD's tanker and 3 engines how can they put out a fire in those areas without hydrants? Without PVFD, Wesley Chapel is the sole provider of fire service. Where will the automatic and mutual aide come from since it is mandated that 2 separate departments must respond to a fire call?"

John Houston, 1219 Willow Oaks Trail, Weddington, NC is privileged to be a member of the Providence Volunteer Fire Department Board of Directors and appreciates the support Councilmember Hadley has given them. She has been wonderful and done everything she could possibly do to support our fire department and they do appreciate that. He referred to last year's annual meeting where they gave out awards to outstanding fire fighters, the Honorable Pat McCrory, Governor of the State of North Carolina made a video presentation in which he highly praised this fire department for the work they have done and publicly stated that there was no finer department in the State of North Carolina. There is no way that he can add any more to the facts and figures you have received, there's no need to rehash them again; he just wanted to go on record to say "he believes Council has received the message from the citizens, residents and taxpayers of Weddington and wants them to know he agrees with Travis and would like to know what did these fire fighters do wrong; why are they being turned out? They have given their all to serve this community and deserve the support that you can give them." We're all here for the same reason and as the Mayor says the train has left the station and he wanted to remind the Mayor that the train track runs both ways. "It can be backed up and we would respectfully request that you put that thing in reverse and back it up."

Jerry Fitzgerald, 1410 Willow Oaks Trail, Weddington, NC. thanked Councilmember Hadley for her support for the Providence Volunteer Fire Department. "She has tirelessly supported the fire department, as well as a majority of the people who are residents of Weddington who wish to maintain a fire department with an established ISO rating that has been earned by the Providence Volunteer Fire Department. Ms. Hadley appears to be the only Councilmember who has an understanding of Abraham Lincoln's famous quote "The Government is of, by and for the people". Mayor, remaining Councilmembers, I think it's evident by the turnout of Weddington residents not only at this meeting but at the previous meeting, Weddington residents want your current decision regarding Providence Volunteer Fire Department delayed. I think that everyone agrees that there are budget shortfalls that must be dealt with; but that's not the issue and everyone understands that. The issue is possible

alternatives to solve this shortfall problem other than closing this fire department and why we can't consider these other alternatives. If this fire department was a marginal organization with performance, management or rating problems it might be the best alternative to close and liquidate the department. The opposite is true; this fire department has a stellar performance grade, 47 first rate fire fighters and a 60 year tradition of serving this community. The majority of Weddington residents, the almost unanimous support of the Union County Commissioners, and State Insurance Commissioner Mr. Wayne Goodwin all support delay in this decision. I think residents, Commissioners and Commissioner Goodwin all supporting delay of this closing would be enough for you to question the timing of the shut down. With this much support of a decision delay - questions what you're doing and at least ask "is there another way to solve this budget problem; and why we can't we delay this?" There are very credible resources standing by to assist in this issue and you are totally discarding these resources. Of, by and for the people, this is one of the foundations of this government and I think Ms. Hadley's the only Councilmember that understands this. Mayor, remaining Councilmembers, it is this speaker's belief you do not understand this fundamental of public service and should take a lesson from Ms. Hadley. Of, by and for the people and you are turning a deaf ear to this very basic government principal. Ms. Hadley, thank you again and I personally appreciate your very sane perspective to this very insane issue. Mayor if you complete the closing of this fire department you will have ignored the voices of your constituents, totally disregarded the input of County Commissioners and the Insurance Commissioner, terminate 47 jobs and end a 60 year tradition of community service all to satisfy your personal agenda. What a legacy, what an accomplishment, I'm sure you'll be very proud of yourself. I'm Jerry Fitzgerald, 1410 Willow Oaks Trail and currently not a real proud resident of Weddington, North Carolina."

Eric Anderson, 1364 Providence Road, Weddington, NC stated everyone keeps saying we're going to loose \$3,000,000 worth of rolling stock that is owned by the fire department. The reason why Providence Volunteer Fire Department has no debt and was able to purchase all that equipment is for decades, people who had lived on dirt floors put their money towards that fire department. It's not the Councilmembers, huge sacrifices were made. My Grandmother propped open an oven door for years but the fire department had good tires on its truck. But to the main point, all this displeasure, if I wanted to live in a place where politicians did what they thought was best instead of what the people wanted I'd move to Detroit, Baltimore or Ferguson Missouri or the Middle East. Nobody wants to live there but that's the end result when politicians do what they think is best instead of what the people want. We have a right in the United States to make our own choices and to decide how we want to spend our own money. It may be that the Mayor is right but it's our choice to make. It's our money and we have decided time and time again, every 2 years we go through this every single time, the town residents want this fire department, we want to pay for it. Like the numbers given before, I bet you that if every resident in Weddington opened their pocket and got all the change out, we could make up this perceived shortfall. We're going to get a bath for about \$6,600,000 to save what the Mayor claims is \$200,000 per year; but we're going to pay interest on that money. If Wesley Chapel buys that firehouse they are going to put out money for it, where are they going to get the money, from us? We're going to pay interest on it; we're also going to assume all their debt. I didn't make those decisions, I had no say in that, no one else in here did. Why are we being punished for someone else's irresponsible choices because one fire department Providence spent their money on training? One other fire department

spent it on nice shiny toys. I can tell you it is much better to be an expert on okay equipment than merely competent on the best whiz bang stuff. Anybody who's ever worked on airplanes or been in the military knows that. With all that money it takes for Wesley Chapel, they don't spend half the money that Providence does training. It doesn't matter how many fire trucks show up if the fire fighters don't know what they're doing it's worthless."

Ernest Black, 16136 Providence Road, Weddington, NC "has sat here and listened to everybody speak and has heard a lot of wisdom, concern and people speaking about sacrifices. I'm not the smartest guy in this room and I'm not going to make believe I understand all the numbers. But my life is an open book and a lot of folks in this community have known me and seen me work. I come from a really, really bad side and I don't want to attack anybody's character, but it just seems to me like a no brainer. It's very hard, I heard Mr. Anderson mention Ferguson, Baltimore some of these other places where we have seen the will of the people has not been heard; and as a concerned individual in this community I'm very concerned when our Council or government gets in a position where it refuses to hear the will of the people. When all I've been hearing tonight is dollars and cents and if we as citizens don't mind giving our tax dollars to a fire system for these men to make us safe, I don't understand why we're making such an issue and setting such a bad example for our children. I heard about this because I watch the news all the time and have seen it build up and thought maybe I should go and voice my opinion. I feel that if you are going to elect an official in office you need to be able to voice your opinion on how you feel the direction of your community is going. So as a drop out of high school, a plain old guy who had a terrible record and God has transformed the change and prayed for wisdom; in the beginning that's a chutzpah which is a Hebrew word that means skill and ask that you skillfully look at these residents and that you reconsider this matter. That it is not something that you automatically do because everybody doesn't agree but take the consideration of the community as a whole into the consideration about getting rid of this fire department."

Nancy Anderson, 13624 Providence Road, Weddington, NC began by thanking all the fire departments that serve us, not just Providence but Wesley Chapel and Stallings. "I think we are very fortunate to have such a high quality of both volunteers and paid staff, so thank to everyone one of them. I know this is a very complicated issue, many councils before you, mine included wrestled with this issue. It is true, as Janice Propst said, I do have emotional ties to this fire station but I do want to address a few more pragmatic things about that, not from an emotion standpoint. I worked in the corporate world, in the military, civilian and many, many volunteer non profit organizations. In all of those the same style of leadership and management worked, you promote and reward your top performers. You let them be the trainers and mentors, you don't dissolve them. I had this conversation with Councilwoman Harrison this evening, in my mind I know you think this is a financial decision and it's all about the money, it's really not, it's about geography. If we just erase that imaginary line that we drew on there when we established the municipal districts we could maintain the integrity of three of the finest departments in Union County. Pool the money but keep the integrity of the leadership and the expertise that we're getting ready to lose, I think that would be a better solution. I know it's hard, I tried myself, and it's difficult. In closing I would like to say, I think it's very important that we not sell the fire department yet. The reason I say that is because no one goes into a marriage thinking they're going to get divorced but

what if this doesn't work out well. What if we decide maybe friendly competition is a good thing, I certainly like the competition between Carolina's Health System and Novant, and we've got some of the finest in the state because everyone is trying to outdo each other. So I know that it's going to come up if it hasn't already, I don't know what you folks have discussed, and I would say please hold off on that decision. I know that a statement has been attributed that they don't want to be held hostage by the Council; we don't want to hold them hostage but we do want to hold them accountable."

Walt Hogan, 5009 Laurel Grove Lane, Weddington, NC wanted to say that he believes they have a very difficult decision to make and is glad they are sticking to business. "I realize that a lot of people are heavily emotionally involved and thinks all of them are in this room tonight. He's not positive that the other 10,000 in Weddington are represented, nor am I positive that 60% of the coverage that this fire department, which is an excellent fire department no mistake about that, covers all of the other 40% of the town. So when you make the consideration, please remember that the town is much bigger than the 60% that is represented here."

Silvano Ferrazzo, 2308 Greenbrook Pkwy., Weddington, NC is from a neighborhood located right behind the fire station. "One of the reasons we purchased our home 13 years ago is because my wife is diabetic and I knew she someday, God willing it'll never happen, she might need emergency service entered into our decision to purchase our home where we did. One of the things I also noticed when we moved into the neighborhood, we have no fire hydrants and one of my large concerns, besides the solution you're longing to do, is that we also lose a tanker that is basically in my backyard to take care of our homes. We witnessed that happening 3 years ago when there was a small brush fire from the time we called it was 3.5 minutes to the time it was extinguished. I don't think there's any other facility that can provide that service especially without a tanker when there's not fire hydrants around. I also witnessed my neighbor have a heart attack, be rescued by the volunteer fire department and he's alive today; this was 5.5 years ago. If they were not there I would be missing dear, dear friends because his wife, daughter and grandchild would have moved. There's been a lot of passion tonight, an inordinate amount of facts and I know you have a very difficult decision; but frankly Councilwoman Pam Hadley has made the right decision. She's supporting the will of the people. Let me give you a little history lesson, by my name you can probably tell I'm Italian. There's a famous guy called Julius Caesar, back in 49BC he made a decision - that decision was to cross the Rubicon that changed the history of Italy and the world. When he made that decision someone said the die is cast. Many decisions happened after Caesar crossed Rubicon; the Roman Empire flourished and then it basically crashed and burned and I used the word burned because that's what happens when you don't have a fire department. It's also what happens when you cast the dye, you are gambling with a quick decision. Had he chosen to take the counsel of the then Senators the decision might have been different and who knows what would have happened. We could all be wearing Roman Togas, maybe. It may not be a good thing, but what I want to stress is casting a die and if we want to cast a die we should all consider moving to Las Vegas and gamble with our own money, not the people's money.

Council took a short break to change the recording CD.

Mayor Deter called the meeting back to order and inquired if anyone else wanted to speak.

Kent Sidney, 625 Blochaven Road, Weddington, NC stated that “it seems that there’s a lot of people who are fairly dead set against what’s happened, is it too late to un-ring this bell, is the decision already set, is it cast, can we undo this? We’re going to spend a whole lot of money for very little gain and when will we know when we can un-ring the bell?”

Mayor Deter closed the Public Comments portion of the meeting.

Item No.5 Additions, Deletions and/or Adoption of the Agenda: There were no additions or deletions. Councilwoman Barbara Harrison moved to approve the agenda as presented. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 6 Approval of Minutes:

- A. April 13, 2015 Regular Town Council Meeting**
- B. February 9, 2015 Regular Town Council Meeting**
- C. February 12-13, 2015 Council Retreat**

Councilmember Mike Smith moved to approve all sets of minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 7 Consent Agenda

- A. Call for Public Hearing: Review and Consideration of Text Amendment to Section 58-272: Downtown Overlay District – Creation of Overlay District Policy**
- B. Call for Public Hearing: Review and Consideration of Text Amendment to Sections 58-541 – 58-547: Drainage, Storm Water Management & Wetland Protection – revisions to definitions and applications of impervious area, and creation of stormwater management regulations for the Overlay District**
- C. Call for Public Hearing: Review and Consideration of Text Amendment to Section 58-271 to align section with requirements in TIA Ordinance and TIA Process and Procedures Manual**
- D. Call for Public Hearing: Review and Consideration of Text Amendment to Section 46-41 to align section with requirements in TIA Ordinance and TIA Process and Procedures Manual**
- E. Call for Public Hearing: Review and Consideration of Text Amendment to Section 58-4 to define adaptive reuse**
- F. Call for Public Hearing: Review and Consideration of Text Amendments to Sections 58-60, 58-56.1, and 58-57.1 to align zoning districts with Section 58-272**
- G. Call for Public Hearing: FY 2015/2016 Budget**
- H. Approval for Peggy Piontek as signatory on Town Accounts**

Mayor Pro Tem Titherington moved to approve all matters on the Consent Agenda. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 8 Public Hearing and Consideration of Public Hearing

A. Public Hearing – Conditional Zoning Application for All Saints Anglican Church

B. Consideration of Conditional Zoning Application for All Saints Anglican Church

Town Planner Burton advised that the applicant has asked the Council to defer the Public Hearing for at least one more month.

Mayor Pro Tem Titherington moved to approve deferring this matter until the next Town Council meeting which will be held on June 8, 2015. All were in favor, with the votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

C. Public Hearing – Conditional Zoning Major Amendment – LDS Church:

Mayor Deter opened the Public Hearing.

Town Planner Burton advised that the Church of Latter Day Saints recently discovered that a portion of their parking and their stormwater management facilities were encroaching on an adjoining property. They are applying for a Major Amendment to the existing Conditional Zoning for the Church in order to remove all encroaching development and replace them with new parking and stormwater facilities on Church owned property. The Church did purchase an adjacent property of .65 acres to the west of the existing property to new development. The new stormwater management facility will be located under the new portion of the parking lot, and will meet the requirements found in the Town's updated Stormwater Ordinance. The applicant is also applying for Construction Document approval and the Construction Documents are included in your packet. The Council will vote on those during new business.

Mr. Burton referred to a note in the memo that pertains to stormwater specifically. Early last week it seems as if the applicant was close to completing the design, working closely with our consulting engineering firm USI and it does appear that there is still some work that needs to be done. The design of the underground stormwater facility is slightly too small, so they will be continuing to work alongside USI to make sure that the design meets all of our stormwater requirements.

Some other aspects of the plan: there is a 38' landscaped buffer around the property and the applicant has also proposed a supplementary landscape plan which is included within your construction documents. This is just moving parking, there's not a significant increase in parking, approximately 12 additional spaces and the stormwater will be placed underground, under the parking lot. Staff

recommends that Council approve the Conditional Zoning Amendment contingent on the applicant continuing to work with US Infrastructure and meet all our requirements in our Stormwater Ordinance and also have all the construction documents approved by the Town Council.

Application Information:

Date of Application: February 27th, 2015

Applicant/Owner Name: Weddington Ward of the Church of Latter Day Saints

Parcel ID#: 06147004C Property Location: 5897 Hemby Road

Existing Zoning: CZ – Church

Proposed Zoning: CZ- Church

General Information

The required Public Involvement Meetings for this project were held on March 16th and March 17th. All questions and concerns were general in nature, and related to the overall site plan.

The Weddington Zoning Ordinance requires that all CZ Applications go through the Construction Document process per Section 58-271. Construction Documents are also included in your packet.

Lighting proposed on the new parking lot will match the lighting on the existing parking lot.

No new signs will be constructed.

Access and Parking:

The applicant is required to submit a Traffic Impact Analysis (TIA) as part of this application. This requirement was waived because the proposed amendment does not impact access, and only minimally affects the number of parking spaces on the property

Screening and Landscaping:

The applicant is required to provide a 38 foot landscaped buffer around the property, as required in Section 58-8.

All trees included in screening and landscaping are listed in the Town of Weddington Approved Plant Species List.

A supplementary landscaping plan is included in the Construction Documents. Stormwater and Engineering • USI has confirmed with Town Staff that the plans are nearing completion, and should meet the Town's requirements. Staff is expecting final confirmation of plan approval by the end of the week, and will forward a letter of approval to Council when it is received.

Recommended Conditions of Approval:

1. All engineering must be approved by Town Engineer, Bonnie Fisher with USI;
2. Prior to commencement of construction, Construction Documents shall be approved by the Weddington Town Council in accordance with Section 58-271 of the Weddington Code of Ordinances

Mayor Deter opened the Public Comments portion of the hearing.

Bryant Baker, 4422 Commonwealth Drive, stated he is a member of the Church and also a Manager for the Church and is in support of this action tonight so the Church can continue to provide access for the members to attend this meeting house. "We came tonight to be a resource for any questions you might have. We also have the Architect and Engineer here."

Town Attorney Anthony Fox referred to the report advising that the stormwater has not been approved yet and inquired what type of timing are they wanting in regard to the project.

Mr. Baker replied they received a letter this past week stating, after further review with the Town's Engineer that we needed to make some alterations. "As soon as we make those modifications, our intent is to move forward, bid the project and then enter into construction at that point."

Attorney Fox asked Planner Burton if there is an issue in regards to making a zoning approval before we know if the stormwater modification will impact further the property or parking. Planner Burton replied he doesn't think it's a serious issue because normally you would approve a Conditional Zoning contingent upon the Construction Document anyway. Construction documents are normally submitted separately from the Conditional Zoning application, they are not required to be submitted at the same time. The applicant chose to submit everything at once and this is a central issue to the Council; he felt like it was relevant to address that in the Conditional Zoning approval but believes it is acceptable to vote for approval on Conditional Zoning contingent on Construction Document approval.

Attorney Fox informed Council that you have in the past approved subject to USI approving of the Engineering; from that perspective the Zoning might be acceptable if the Council was to take action on the Zoning. The Construction Plan is relevant which is also coming up later on another matter that we may want to look at.

Mayor Pro Tem Titherington inquired because the current retention ponds are part of the new system, "but I do know that we've been working with them to bring those back up to our codes; so as we look at this as part of the new stormwater drainage system has that issue been, or will it be addressed?" Planner Burton replied they will be addressed as part of the new system because it's part of the whole stormwater management system. "That front detention pond will remain and so as part of this new system it will need to be brought up to our new requirements."

Reece Schuler, 3809 L Beam Road, Charlotte, NC the Engineer of record for this project, restated that they are in the midst of trying to get the approval from US Infrastructure. "Our findings when we submitted the initial report is that it did meet all of the requirements of the Ordinance of Weddington. However, there's a little discrepancies in software in the numbers they have and what we have, which is not uncommon with hydraulics, as it's not an exact science. It is our full intent to get the numbers in line with what USI is asking for. Overall we're looking at a fairly small modification to the stormwater system, there's plenty of room under the parking lot to basically add a little bit of length to the pipes that we're proposing and get the storage that's required from USI. To answer the question about the time frame, we are prepared to submit the revised calculations to you and USI later this week."

Mike McLeod, 72 Southend Court, Hampstead, NC the Project Architect advised he's here to answer any questions or provide any thoughts. "As has been stated we have plenty of room under the new parking lot to expand the pipe and create the volume that's needed. We just got the information back recently, we can make those modifications and should be able to coordinate approval fairly quickly."

A gentleman stated that the Church property borders on Hemby Road and backs up to Providence Woods South subdivision. He's interested in exactly where the retention ponds for the run off and the parking lot are located.

Mr. McCleod replied it's across the street on the Southwest corner of Hemby Road.

Jim Mundorf, 5725 Hemby Road, Weddington, N C stated that his property is right against the Church and inquired where's the second pond going to be and if they are going to extend the parking lot where it would go. Just as important carry off water from a holding pond, expressing concern about water tables and protecting the forests and trees, his woods and his farming area.

Planner Burton pointed out the new parking area on the plans, advising that the new stormwater facility is under that parking area. Mr. Mundorf inquired where that water goes.

Mr. Schuler stated that when the Church was designed it was required to retain a 25 year storm event which consists of a certain amount of water. This design is for 100 year resulting in the retention of more water on site during a large storm event and releases more slowly. Mr. Mundorf asked if you build more parking lot what's going to happen. Mr. Schuler replied that this design does not add a significant amount of parking than what is there. What it's doing is moving parking that was erroneously built on a neighbor's parcel of land and getting it under the LDS Church land.

Mayor Deter requested that Planner Burton show the plan that illustrates the parking being removed and the parking being installed.

Mr. Schuler pointed out to Mr. Mundorf the areas of removal and replacement. Mr. Mundorf inquired if the same water table will remain. Mr. Schuler replied it shouldn't affect the water table.

Mayor Deter closed the Public Hearing.

D. Consideration of Conditional Zoning Major Amendment – LDS Church

Mayor Deter asked if there is any discussion from Council.

Councilwoman Hadley asked if the adjoining homeowner has been approached. Planner Burton replied the Church bought the entire piece of property and owns that house and is currently leasing it back to the current homeowners for the time being.

Councilwoman Hadley inquired if the dumpster enclosure is the same as the original? Mr. Schuler replied that the project will have a new setback so that the storage building and the dumpster will be built according to the municipal requirements.

Mayor Pro Tem Titherington moved to approve the Major Conditional Zoning Amendment for the LDS Church with the conditions so noted by USI and outlined for approval by USI and incorporating the existing retention ponds, ensuring they are brought up to standard as well. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

E. Public Hearing - Traffic Impact Analysis Ordinance and Process and Procedures Manual

Mayor Deter opened the Public Hearing.

Planner Burton explained there are two separate documents in the packet both dealing with traffic analysis. As Council is aware staff has worked with several Planning Board Members in the fall to start drafting these documents. The concepts discussed at that point and at the retreat remain the same in both documents. The main goals are that it requires a Traffic Impact Analysis to be completed for all major subdivisions, not just conservation subdivisions and not just Conditional Rezoning. It also requires that a Traffic Impact Analysis be submitted much earlier in the process to allow Council and our traffic consultant more time to respond and recommend changes to traffic impact analysis. It also potentially requires mitigation by the developer if impact seems to be significant. The first document is the Process and Procedures Manual that simply lays out how applicants will submit the traffic impact analysis documents, the timeline for submittals and the format of those submitted reports. The next document is the Traffic Impact Analysis Ordinance which is a more technical document which explains how different aspects of the report should be calculated. Justin Carroll has revised both documents three times and our Town Attorney has also reviewed and edited the documents.

Mayor Deter opened and closed the Public Comments portion of the hearing as no one had signed up to speak.

Mayor Deter closed the Public Hearing.

F. Consideration of Traffic Impact Analysis Ordinance and Process and Procedures Manual

Mayor Deter asked Council if they had any comments or discussions.

Mayor Pro Tem Titherington stated that Attorney Fox had some concerns earlier in the process and asked if those concerns have been satisfied. Attorney Fox replied he has reviewed the documents and is comfortable with them.

Traffic Impact Analysis (TIA) Process and Procedures Manual Introduction

The purpose of this manual is to guide implementation of Appendix C, "Traffic Impact Analysis (TIA) Ordinance", of the Town of Weddington Zoning Ordinance. This manual contains processes, procedures, design requirements, and guidelines for the preparation of TIAs. This manual also details the interaction between Town staff, the applicant, traffic consultants, and the requirements for the certification and recertification of qualified traffic consultants who prepare TIAs, as required, for development proposals in the Town of Weddington.

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II.TIA Analysis Guidelines and Standards

III.TIA Report Requirements

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I. TIA Preparation and Process

The TIA ordinance is administered by the Planning Board and the Town Council, in coordination with Planning staff. The Town may coordinate with NCDOT or other governmental agencies or Town-hired consultants as needed in this process. The TIA is intended to satisfy the requirements of the Town's TIA Ordinance. Additional traffic studies may be required by NCDOT or other governmental agencies. It is recommended that the applicant contact NCDOT and surrounding municipalities if the development has a site access that also falls within another jurisdiction.

It is recommended that the TIA consultant be present at the TIA scoping meeting, Public Hearing, Planning Board meeting, and Town Council meeting to respond to questions about the study (see Step 2 below).

The TIA preparation and review process is outlined below:

Step 1. Determination of Need for TIA

The applicant shall submit a general site plan including the number of lots, roadways, and access points to Town Staff. If the applicant is applying for a major subdivision, both conventional and conservation, the general site plan shall be submitted prior to formal sketch plan submittal as outlined in Section 46-42 of the Weddington Zoning Ordinance. If the applicant is applying for a conditional rezoning (CZ), then the applicant shall submit the general site plan prior to submitting the application for CZ zoning (Section 58-271).

Based upon the proposed land use and development intensity information provided by the applicant, Town staff, in coordination with the Town Designated Transportation Engineer, will determine whether the proposed development is expected to generate enough peak hour vehicle trips (50 or more), or daily vehicle trips (500 or more) to require a TIA. The Town will notify the applicant if a TIA will be required. The coordination and determination of the need for a TIA and its administration shall be the responsibility of the Zoning Administrator/Town Planner. Additional information regarding the TIA located in the Town of Weddington Zoning Ordinance (Appendix C).

Step 2. Applicant Selection and Retaining of TIA Consultant

Should a TIA be required, the Applicant shall select and retain the services of a qualified TIA consultant. The TIA consultant shall be a licensed professional engineer in the state of North Carolina. The costs of the TIA consultant shall be the sole responsibility of the applicant.

Step 3. TIA Pre-Scoping Package and Scoping Meeting

If Town Staff determines that a TIA is necessary, A TIA pre-scoping package and scoping meeting shall be completed prior to the preparation of a draft TIA. The TIA consultant shall contact Town staff to request a date/time for a TIA scoping meeting.

The TIA consultant shall assemble the following information (pre-scoping package) and submit it to the Town a minimum of 5 business days prior to the scheduled TIA scoping meeting.

- Site Plan (to scale) • Vicinity map • Draft trip generation table for the proposed land uses and intensities including internal capture, transit capture (if any), and pass-by calculations • Draft trip distribution and assignment (separate trip distributions are needed for residential, retail, and office land uses.) • Proposed historical growth rate • Proposed build year • Phasing plan (if phasing of the analysis is desired. This can be added after the full build analysis is completed if desired.) • List/Map of study area intersections in accordance with Appendix C.

The Town shall provide the list of approved developments and any approved but not yet constructed transportation facility projects to be included in the study. The Town will forward the meeting date, time and location to NCDOT, should NCDOT want to attend.

Upon completion of a scoping meeting, Town staff will notify the applicant and TIA consultant in writing if additional information is needed to complete the TIA scoping process or if the TIA scoping process is complete.

Once TIA scoping is complete, preparation of the draft TIA can begin. The TIA shall be completed in accordance with this TIA Manual.

Step 4. Submission and Review of Draft TIA

The draft TIA will be submitted in conjunction with the sketch plan for major subdivisions, and will be submitted prior to formal submittal of the conditional zoning application for conditional rezoning.

Upon submission of a draft TIA (2 hard copies, 1 electronic (PDF) copy) by the consultant to the Town Planning Department, Town staff and the Town Designated Transportation Engineer will review the TIA within 30 days of submission. Comments (if any) shall be forwarded to the consultant and the applicant for discussion. If no comments are forwarded by the Town within 30 days of submission, the TIA is deemed acceptable and consultant shall submit final sealed copies to the Town. Revised draft TIA's may be needed depending on the level of comments submitted by the Town. The Town will notify the consultant if a revised draft TIA will be needed.

A meeting between Town staff, the applicant, and the TIA consultant may be needed or requested by the applicant to discuss the draft TIA.

Step 5. Final TIA

Once all comments by the Town have been addressed by the consultant and applicant, copies of the final sealed TIA (2 hard copies and 1 electronic (PDF) copy) shall be submitted to the Town. The final TIA will be submitted in conjunction with the preliminary plat for major subdivisions, and in conjunction with the conditional zoning application for conditional rezoning. Based on the final TIA, a list of required transportation mitigation improvements shall be prepared and included as part of any submitted development plans.

II. TIA Analysis Guidelines and Standards

Analysis Methodology

The TIA shall be completed using the latest Highway Capacity Manual methodology and in general conformance with Institute of Transportation Engineers (ITE) recommended practice.

Trip Generation

- The trip generation for the site shall utilize NCDOT Congestion Management's "Rate versus Equation" spreadsheet to determine the best calculation method, unless otherwise approved by the Zoning Administrator in Coordination with the Town Designated Transportation Engineer.
- Internal capture trip reductions should be limited to the MX Zoning designation.
- Internal capture trip reductions shall be applied before the pass-by trip reduction is taken.
- Transit capture trip reductions if applicable should be based on ITE's most recent Trip Generation Handbook and approved by the Town Designated Transportation Engineer.
- Transit capture trip reductions shall be applied before the pass-by trip reduction is taken.
- Pass-by percentages should only be applied to land uses with an ITE land use code in the 800's or 900's.
- Pass-by trip reductions will be limited to 10 percent of the adjacent street traffic unless otherwise approved by the Town Designated Transportation Engineer.
- Pass-by percentages should come from the ITE Trip Generation Handbook or NCDOT Congestion management's "Rate versus Equation" spreadsheet.

Turn Lane Storage Lengths

Determination of turn lane storage lengths for signalized intersections shall be based on the SimTraffic Maximum Queue or Synchro 95th Percentile Queue, whichever is greater.

- Determination of turn lane storage lengths for unsignalized intersections shall be based on the Warrant for Left and Right-Turn lanes graph published by the North Carolina Department of Transportation (graph attached).
- Recommended storage lengths should be rounded up to the nearest 25 feet with a minimum of 100 feet for a right- or left-turn lane.

Other Guidelines

A peak hour factor of 0.90 should be used unless traffic count data indicate that the peak hour factor is higher.

- When analyzing school traffic, a peak hour factor of 0.50 should be used on intersection approaches where 50 percent or more of the traffic on the approach is attributable to school traffic.
- It is recommended that peak hour factors be calculated by approach.
- Ideal saturation flow rate shall equal 1900 vphpl.
- Traffic volumes along corridors should be balanced to account for variations in the counts. Balancing should be balanced with no loss of volume between intersections which have no driveways between them and within 5 percent where a sufficient number/type of driveways exist between the study intersections.

- The AM Peak (7-9) and the PM Peak (4-6) periods will be included for all studies unless otherwise specified by the Town Designated Transportation Engineer. Count times for school developments will be based on the proposed school hours.
- Traffic analysis should be completed using Synchro 8 software. Roundabout analysis should be completed using SIDRA software.
- A SimTraffic simulation should be completed at a minimum when 95th percentile queues indicate that traffic will spill over across adjacent public street intersection (in or out of the study area). The simulation should be seeded long enough so that traffic can traverse through the entire network (a minimum of 10 minutes is recommended). The simulation should record for an entire 60 minute period.
- Existing lane widths shall be noted in the field notes and included in the traffic analysis.
- Preparation of a signal warrant analysis will be needed for all proposed signalized intersections.

Analysis of New Intersections (new site access drive or new public street)

- The baseline LOS for unsignalized intersections at build-out shall be LOS C.
- Unsignalized access locations at project build-out shall be mitigated (if needed) to obtain LOS C. If the proposed access intersection fails with the addition of a right-turn lane, a left-turn lane, and a through lane in each direction, a review of restriction of access shall be completed.
- Recommendation of turn lanes at unsignalized intersections shall be based on the thresholds depicted in the Warrant for Left and Right-Turn lanes graph published by the North Carolina Department of Transportation (graph attached).
- Preparation of a signal warrant analysis will be needed for all proposed signalized intersections.

III. TIA Report Requirements

Report Content

- The Synchro Lanes, Volumes, Timings reports shall be provided for all analysis scenarios for all intersections.
- All figures shall be numbered.

Existing laneage and Recommended laneage figures shall:

- o Show a separate arrow for each exclusive lane
 - o Existing laneage shall be shown as a different arrow type than proposed lanes
 - o Show the distance between existing and proposed intersections
 - o Show existing and/or proposed storage lengths
 - o Unsignalized intersections shall indicate which approaches are stop or yield controlled
 - o Signalized intersections shall be indicated
 - o Identify all streets by name. Also include a route number if street is a US or NC route.
 - o Include a north arrow
 - o Include a legend
 - o The site location shall be generally indicated
- The following traffic volume figures shall be included at a minimum:
 - o Existing traffic volumes: AM(PM)

- o Future Background AM traffic volumes: existing AM(historical growth){approved development volumes}[AM Total]
- o Future Background PM traffic volumes: existing PM(historical growth traffic){approved development volumes}[PM total]
- o Future Build-out AM traffic volumes: background AM total(net new site traffic){passby}[AM total]
- o Future Build-out PM traffic volumes: background PM total(net new site traffic){passby}[PM total]

- Figures depicting each of the approved developments site trip assignment shall be included in the Appendix.
- Field notes shall be included in the Appendix.
- Study scoping documents shall be included in the Appendix.
- Synchro reports shall be organized in the Appendix by analysis scenario then by peak period. For Example the 2011 Background AM Peak analysis for all intersections should be grouped separate from the 2011 Background PM Peak analysis.
- Signal timing plans (if available) should be included in the Appendix.
- Internal capture calculations shall be included in the Appendix.
- Traffic count data shall be included in the Appendix of the report and provided in electronic Excel format.
- Photos of the intersections from the site visit may be included.
- A table of contents, list of figures, and list of tables shall be included in the front of the report.
- The name of the development shall be included in the header or footer of each page of the report.
- Existing study intersections shall be called out in the report as signalized or unsignalized.
- Analysis results (Delay in seconds with corresponding LOS grade) shall be summarized in table format by intersection and approach. Level-of-Service results for existing, future background, future build-out, and future build-out mitigated (if needed) shall be included in one table. A summary table listing all intersections may be included as well.

Report Outline

1.Executive Summary

- Site location
- Development description
- Recommendations

2. Introduction

- Site location
- Development description
- Type of studies undertaken (impacts, signal warrant, sight distance, etc.)

3.Existing Conditions

- Study area intersections
- Description of roads

- Traffic counts including location, date, and time of counts (including figure)
- Existing land uses for site and adjacent area o Site location figure and vicinity map figure

4.Future Conditions

- Historical growth rate
- Description of proposed public projects (figure may be needed)
- Description of proposed private development and associated improvements (figure may be needed)
- Future background traffic volumes (including figures)

5.Proposed Site

- Description of development
- Site plan figure
- Trip generation discussion including table
- Trip distribution and assignment discussion (including figure)
- Proposed site access
- Phasing (if applicable)
- Future build-out traffic volumes

6.Capacity Analysis

- Methodology discussion including
 - Listing of Town level-of-service (LOS)) guidelines for determination of mitigation thresholds.
 - Discussion of storage length determination methodology. 97
- Analysis results by intersection
 - Table of results are to show the LOS and second of delay for each study intersection and approaches for all scenarios. For example, the 2009 existing, 2014 background, 2014 build-out, and 2014 build-out improved (if needed) would all be in the same table.
 - Listing and/or discussion of the recommended improvements including storage lengths.

7.Recommendations

- List of recommended improvements
- Recommended lineage figure

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2015-05**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT THE CODE OF
ORDINANCES WILL BE AMENDED AS FOLLOWS:**

APPENDIX C – Traffic Impact Analysis Ordinance

I. Overview

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

II. Applicability

A. Generally.

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

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

2) The determination of the number of trips generated also shall take into account pass-by trips, internal trip capture for MX projects (e.g., roadway and/or pedestrian connectivity) and any proposed transportation demand management system where adequate guarantees are provided by the applicant to the Town, which ensure the proposed demand management system will function as proposed for the life of the project.

3) For redevelopment projects, including changes of use, trip generation thresholds shall be defined as the number of net new trips anticipated to be generated by the proposed development over and above the number of trips generated by the current use of the site.

4) No TIA shall be required for special events, which either are temporary in nature, consistent with the Town Zoning Ordinance, or which generate trips that meet or exceed the thresholds set forth in (1), but which do not occur during the peak hours of the roadways adjacent to the proposed development.

5) Nothing herein shall prohibit the Town from requiring on-site or off-site improvements necessary to address traffic safety concerns created by a proposed development, regardless of whether the thresholds set forth above have been met.

6) This Article shall not apply to any rights that have vested prior to the effective date of this Article, nor shall this Article be applied in a manner that would result in a taking of property.

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

B. Consecutive or Sequential Applications.

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

1) There is common ownership, indicated by the fact that:

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

C. TIA Submission & Completion Requirement

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

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

A. Level of Service Standards and Compliance

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

For turning lanes, mitigation improvements shall be identified when the SimTraffic analysis indicates that the Max Queue exceeds the storage capacity of the existing lane.

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

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

B. Mitigation

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

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

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

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

C. Excess Capacity

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

parties in the provision or funding of the transportation improvement.

IV. Impact Area

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

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

V. Contents of TIA

A. Generally.

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

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

B. Demand Measures.

TIAs shall take into account the following demand factors:

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

C. Capacity Measures.

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

- 1) Existing road segments, intersections, and proposed development access points;

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

D. Mitigation Measures Needed.

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

VI. Intergovernmental Coordination

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

VII. Appeals and variances

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

Adopted this 11th day of May, 2015.

Mayor Pro Tem Titherington moved to approve the TIA Ordinance and Manual as outlined by staff. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 9 Old Business

A. Review and Discussion of Preliminary Budget for Fiscal Year 2015-2016

Finance Officer Gaylord explained - The budget being presented to you this evening is a culmination of several meetings we have had starting in early February at our retreat. We came up with a very preliminary operating budget with some items to be discussed. We discussed it again at the March Council meeting, in April we received the new valuation estimate for the tax base so we had a work session last week and firmed up what we want to include in this final budget. This is the budget that we would call for a Public Hearing to be held at the June 8th Council meeting and present to the public.

The total revenues that are included in this budget are \$1,861.825.00, expenses are the same, a balanced budget is a General Statute requirement. The one difference from the work session and this budget is a contingency line item that we moved to building renovation and take the alarm software; we added an audit placeholder to pay for the Wesley Chapel Fire Department audit if necessary; under the

staff compensation we moved funds into there because we discussed potentially giving staff some bonus allocations because of the short staffing challenges they handled after the Town Clerk left. We didn't discuss that specifically at the meeting but when I got home I realized those items needed to be placed in the budget.

Mayor Deter referred to the revaluation and the loss of revenue that the Town will incur. Ms. Gaylord replied we are currently collecting over \$1,000,000 and the revaluation reduced that by approximately a 7% decline total, resulting in the final amount being \$944,000 which equates to almost \$100,000 reduction in Ad Valorem revenue.

Mayor Deter stated there has been a lot of conversation on fire service this evening, requesting that Ms. Gaylord provide the amount of the reduction of cost on an annual basis to include the fund balance capital allocation. Ms. Gaylord replied based on what was presented to us at the retreats from the three Fire Chiefs, the amounts in their operating budgets they requested from us was \$823,265. The new budget has \$709,895 based on the new contracts and we will no longer be contributing \$100,000 to fund balance appropriation for future capital expenditures; totaling between \$200,000 - \$230,000 annualized savings.

Councilwoman Hadley asked if you took the savings of 2016 verses 2015 actual that's a difference of \$42,730, asking Ms. Gaylord if those figures were correct. Ms. Gaylord asked if Councilwoman Hadley was referring to everyone coming in with a flat budget verses the new contract. Councilwoman Hadley replied she's looking at 2015 and if you look at 2015 actual or projected of \$752,000 and subtract out the budget for 2016 of \$709,800 she believes the difference is \$42,730 and asked if that is right? Ms. Gaylord replied yes and then the difference you're getting there is the \$71,000 projected deficit that was in the initial PVFD budget. Councilwoman Hadley stated all the Fire Departments go to the County with a wish list; a lot of them go with a wish list over \$2,000,000 and what's decided on at the end of the day. So I was really just trying to work with not assumptions or wish lists but with actual; so I'm just asking 2016 projected budget over actual 2015.

Mayor Deter stated that another way to say it is we felt if Providence could operate on a flat budget and not have to project that deficit then our savings drops down to approximately \$150,000. Ms. Gaylord stated he was correct and then there is the \$100,000 fund balance for capital. Ms. Gaylord explained that the Town has been setting aside \$100,000 a year towards the purchase of equipment. Mayor Deter stated that we have \$200,000 that can go back into the fund balance; Ms. Gaylord confirmed he was correct in addition to the \$100,000 that we wouldn't put in this year.

Councilwoman Hadley asked if it's been established that we are not going to have to spend that \$100,000 on a truck yet.

Mayor Deter replied based on the contract we have, yes.

Councilwoman Harrison asked the Town Planner Burton if we should renew the contract with the County for the Urban Forrester. There was discussion back and forth between Councilwoman Harrison and Ms. Gaylord about previous billing and payments. Ms. Gaylord advised we have not heard from the

County on the amount of the new contract. Councilwoman Harrison asked Planner Burton if he uses this resource, Mr. Burton said he hasn't but would appreciate being able to get back in touch with her on this matter. Councilwoman Harrison stated that we discussed this last year and decided if he came in over a certain amount we would not renew and this year.

Councilwoman Hadley referred to the \$3,067.92 for Stalling Volunteer Fire Department; and asked if that mean we're going to offer them that amount to serve a certain area. Mayor Deter replied that Council discussed at the budget workshop that our new contract is July 29th, so we would be having a one month contract with Stallings, Providence and Wesley Chapel. That's what those funds are. Ms. Gaylord clarified it is a one month contract extension.

Councilwoman Hadley inquired if Stallings has been notified of the loss of \$45,000 this year. Mayor Deter replied no, the annual contract we have with them and Wesley Chapel calls for 30 days notice to extend the contract. We will be discussing several fire issues at our meeting after this and then that process will be taken care of.

Councilwoman Hadley inquired if we put the \$6,000 for an audit as a place holder or is that going in to the projected budget. Ms. Gaylord replied it's in our budget, explaining that we will be requesting that Wesley Chapel have the audit and hopefully we won't have to pay for it, but since we do currently pay for the audit of the Providence Fire Department, we said in good faith we should offer to pay for it if we are going to require it. Councilwoman Hadley asked if an audit is required is there a reason that it wasn't in the contract. Mayor Deter replied no. Councilwoman Hadley replied so we can have a placeholder for it and we can ask if they will but they can politely decline. Mayor Deter explained with Providence we were Providence so we paid for the audit for them and now it's a larger organization and that's why we've got it in there as just a placeholder. If Marvin or Wesley Chapel is going to be doing this audit, that's why it's in as a placeholder until we get an answer. Councilwoman Hadley responded until we get their answer as to whether they will submit to an audit or not. Mayor Deter replied I guess the answer would be yes.

Councilwoman Hadley inquired if there is total increase for the tax rate to operate the Town. "I know we have looked at a percentage that we're spending on public safety and a percentage that we're spending on the town." I am looking to determine if we have a total increase tax rate to operate the town. Ms. Gaylord replied she would have to get back to her with that information.

Item No. 10 New Business

A. Review and Consideration of Construction Documents for LDS Church

Planner Burton advised that this matter is related to the Conditional Zoning that was approved earlier in this meeting. Construction Documents in our Conditional Zoning approval process are submitted as a separate document. Although these plans do not outlay the same stormwater plan that USI is receiving to look at because they are very technical drawings, this does show a lot of the other aspects of the Construction Documents that the Council will want to look at including lighting, the supplemental landscaping plan, dumpster, parking and storage building. Planner Burton stated that essentially we would just need a motion to approve or deny the Construction Documents. He's aware that it was

brought up earlier that potentially this particular item may need to wait because the Stormwater Management Facilities are still being reviewed. He's uncertain if there is a way to approve a condition that makes the Council comfortable with approving the Construction Documents today.

Attorney Fox inquired if USI creates certain tweaks within the Stormwater Management Facilities that they are going to install, could that impact the Construction Plans that they are seeking approval for such as landscaping and other needs. "It's conceivable that you approve a plan that may not be consistent with the approval of your Engineer that will require further modification to the plan. With that in mind it would suggest to me that perhaps it's more appropriate to table this until USI approval is received." The applicant replied he hopes to have the stormwater resolved to USI's satisfaction by the end of this week, pending their availability. He understands the Attorney's concern about other impacts of the project but because it is an underground structure under the parking lot there's plenty of capacity to increase the stormwater system more than adequately for USI and the Ordinance. He doesn't see anything pertaining to the stormwater aspect that would significantly affect any of the other documents. Attorney Fox stated that he understands it's an underground structure but feels it's appropriate for Council to have this information before making a decision on the Construction Documents. It sets a precedent as well.

Councilmember Titherington stated that there is a lot of demolition work that needs to be done, inquiring if they can start some of that work now and we not approve the Construction Documents until we get approval from USI but enable them to perform some of these tasks. Attorney Fox replied he believes that they can get building permits with regard to the demolition. The applicant informed Council they are going to do the demolition and put new parking in before removing existing parking, so there will be available parking all during construction; this process is actually being done in reverse of how it is normally done. Attorney Fox replied this matter will be placed on the June 8th Agenda if tabled. The applicant replied that would not delay their process, as they need to bid it out and it will take that long to get quotes.

Councilmember Smith moved to table this matter until the June 8th meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

B. Review and Consideration of Final Plat for Major Subdivision, West Property

Planner Burton presented that Council reviewed the subdivision plat for this submittal recently. They went ahead and submitted the final plat application for the five lot subdivision on twelve acres located off Antioch Church Road. He pointed out there are four lots that front Antioch Church Road and there's a five acre easement lot located to the rear. All lots will be accessed by shared driveways, one of which will serve the two southern most properties, the easement lot and the other shared driveway will serve the most northern lots four and five. He refreshed Council's memory that during the preliminary plat there was a lot of discussion about stormwater retention and the applicant was attempting the standard 20,000 of new impervious surface so they would not have to provide stormwater retention as described in our new Ordinance. The Council did place several conditions related to impervious surface on preliminary plat approval. There are notes on the second page of the report that address all of those conditions placed on the preliminary plat approval. There are still a few outstanding things that staff

needs; we will need the driveway permit from NCDOT; final approval of covenants and conditions of restrictions from our Town Attorney.

Councilwoman Harrison moved to approve the West Property Major Subdivision Final Plat with the following two conditions: the development subject to review and approval of driveway permit from NCDOT and Covenants, Conditions of Restrictions shall be reviewed by our Town Attorney and executed prior to final plat approval by Weddington Town Council. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

The applicant, Karla Knotts requested some clarification; "As Planner Burton stated the driveway permit would need to be reviewed and approved by this body. I don't believe that's in your ordinance nor do I believe you should approve a NCDOT Driveway Permit" She believes what was meant to be said was "receipt of the NCDOT Driveway Permit". She has two issues, how does she know it's approved if it's not with this body and the Town Attorney has had the Covenants, Conditions of Restrictions for a month. What is the mechanism that she will know they have been approved? Planner Burton advised that staff would inform her, we would not sign the final Mylar signed until proof of approval was received from NCDOT and proof of review of the CC&R's from the Attorney. We will not sign off on the final plat until those conditions are met. Ms. Knotts stated she believes there is an email stating that has already been done and she just has to produce them. She asked Mr. Fox when is it reasonable to expect the review to be completed. Attorney Fox explained the process of reviewing them, can result in comments from his office and they will be addressed by his office and the applicant's representative. The focus of the review is to ensure that the ordinance requirements are carried forth in the CC&R's and anticipates having this completed within a couple of weeks.

C. Review and Consideration of Final Plat for the Major Subdivision, Weddington Preserve

Planner Burton presented that the applicant, Pulte Homes submits a subdivision final plat application for all 48 lots of the approved Residential Conservation Subdivision on 58.06 acres located on Lochaven Road. The subdivision is called Weddington Preserve; as a Conservation Subdivision the ordinance requires that a minimum of 50% of the gross acreage be retained as Conservation Land, and will be served by Union County Water and Sewer. The draft driveway permit approval required by NCDOT includes a left turn in on Providence Road onto Lochaven Road. He received a question earlier if there would be a right turn out from Lochaven Road to Providence Road and it is his understanding there will not be. There will be improvements made to the entrance of Lochaven Road to accommodate the left turn in but there will not be specific right turn out.

Councilwoman Hadley stated she spoke to the Town Planner that she sees it all over town, especially on Beulah or Weddington Matthews Road, if you are trying to take a left there is no turn lane so people will cut around you to go straight. We just got the same complaint at Twelve Mile and 84 where there is a line of traffic trying to turn left and the people behind them trying to go straight, so they make their own lane. She has concerns about the new subdivision adding traffic coming out to Providence, trying to make that left turn, being held up in time, people stacking up and the people trying to make a right, go

right on Providence will going to make a lane whether it's there or not. She would like to request that one of the conditions be that there is a right turn lane, an improvement on Lochaven turning right onto Providence. Planner Burton stated if that condition was placed on it, we will have to make it contingent on NCDOT approving it. Councilwoman Hadley stated it would be prudent to address it now rather than letting the situation to deteriorate causing traffic accidents. Planner Burton suggested inviting up the applicant to inform Council of the process they have gone through thus far and whether or not they feel comfortable.

Town Clerk Peggy Piontek advised we need to change the CD. Mayor Deter called for a five minute break.

Council returned from break.

Councilmember Smith asked if Council had already discussed this earlier in the approval process. Planner Burton explained there is a right turn off of Lochaven Road into the subdivision and there is a left hand turn lane off of Providence into Lochaven Road, but is uncertain as to whether this particular request has been addressed. Councilmember Smith replied he remembered a conversation and although he understands Councilwoman Hadley's concern, but he believes during the initial discussion it was determined that it was wide enough to make that right hand turn.

Mr. Simmons, a Representative from ESB Associates, 3475 Lakemar Blvd., Fort Mill, SC stated they have gone through a lot of hard work to get to where they are on this particular project. He stated there was discussion about turn lanes, originally they were told from NCDOT that no modifications were required on Providence, then NCDOT revised it requesting a left hand turn lane. They have gone through the process, designed a turn lane, gone through the permitting and all that's left is to post a bond with NCDOT for that improvement. "We feel like we have done our due diligence trying to make sure that we have addressed all the comments and worked very hard to meet the requirements of the approved preliminary plat. It's been a lengthy process and hopefully we can work through this and get things take care of."

Councilwoman Harrison inquired if NCDOT did not require you to make a right hand turn out of Lochaven onto Providence going north? Mr. Simmons confirmed she was correct; they required us to do a left hand turn lane into Lochaven. There will be minor improvements.

Councilwoman Hadley stated "To that point, you're going to be there with a truck and asphalt anyway." Mr. Simmons replied there's a lot more that goes into it than a truck and asphalt. Councilwoman Hadley stated she" looked at the road and it's horrible, the asphalt's horrible, the drop off's horrible, someone is going to get impatient, they are going to four wheel it around stacked traffic trying to turn left onto Providence and they are going to scoot around. You can just see that it's going to happen." Mr. Simmons replied, he understands what she's saying but they can't always design improvements that will account for what some people are going to do. He said we went through the process, we came before the board, got a preliminary plat approved with the added condition of the left hand turn lane. Councilwoman Hadley stated "it appears you're saying that it would be a hardship for you to consider improving the intersection of Lochaven to be convenient for a right turn to be made for traffic stacked up for a left turn." Mr. Simmons replied "To some extent, if the process had been designed at the start we could have made a decision then, but at this stage of the game where we are posting bonds and have gotten through many plans and design processes to try and get to here and to hear we want you to

do more.” Councilwoman Hadley asked is it such a hardship that they won’t go to NCDOT to find out about it. Mr. Simmons replied that he would have to discuss it with his client.

Cisco Verse of Pulte Homes stated “We have gone through the process with NCDOT to address this intersection and the town and what’s become of it is a left hand turn lane off of Providence Road and that’s what we’re able to do with this project. It’s been over two years of going through approvals with this process, heard all kinds of public comments, and addressed everything that’s been brought up. I think we have a great plan, are excited to execute it and at this time a right turn lane will not be feasible for us.” Councilwoman Hadley responded she was disappointed. Mr. Simmons advised there will be some additional asphalt as a result of the modifications to the intersection from NCDOT.

Councilmember Smith moved to approve the final plat of the Major Subdivision Weddington Preserve as presented by staff. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

D. Request for SR-2 Resolution for Avery Court off Hemby Road

Planner Burton explained that the road has been completed and there are enough homes on the cul-de-sac for NCDOT to take over maintenance. “Procedurally we need to make a Resolution and what this does is basically says that we’re okay with NCDOT taking over the maintenance assuming that it meets all of their requirements. Assuming Council approves this Resolution, NCDOT will go through the process of inspecting the roads to ensure it meets NCDOT requirements and taking over the maintenance and we will have to make another Resolution to release the bond money to the HOA.”

Mayor Deter inquired how many homes it takes for NCDOT to take over the maintenance. Planner Burton said four. Mayor Deter replied “I saw three and one under construction when I went through there.” Planner Burton said that home is under renovations.

Mayor Pro Tem Titherington moved to approve the SR-2 Resolution for Avery Court off of Hemby Road. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM
TOWN OF WEDDINGTON, NORTH CAROLINA
R-2015-04

North Carolina
County of Union

Road Description: Avery Court, in the Avery Subdivision in the Town of Weddington, North Carolina

WHEREAS, the attached petition has been filed with the Town Council of the Town of Weddington, Union County, requesting that the above described roads, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and,

WHEREAS, the Town of Weddington is of the opinion that the above described roads should be added to the Secondary Road System, if the roads meet minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Town of Weddington of the County of Union that the Division of Highways is hereby requested to review the above-described roads, and to take over the roads for maintenance if it meets established standards and criteria.

Adopted this 11th day of May, 2015.

Bill Deter, Mayor

Attest:

Peggy Piontek, Town Administrator

E. Consideration of approval of Public Records Request Policy

Mayor Deter stated that the Town Administrator Peggy Piontek sent the policy out to Council for review and asked for input; inquiring if Peggy had heard from all members. She replied she did, everyone seemed ok with it, including the Town Attorney.

Councilwoman Hadley requested that the clarification be made for the public to understand the policy and the process, including costs. Town Attorney Fox explained this is in regard to requests for public records and how we will respond. It is consistent with the State Law, is not contrary to the State Law and to me is just a way to ensure that each party is on the same page on the documents being request. He provided an example of inspection of records, advising if the individual does not show up in the time frame on the policy, staff will return the records and another request will need to be made. The law does allow for charging scheduled fees that cover the cost of duplication without including the cost of staff time gathering the documents. If the request is burdensome, the policy allows a deposit to be applied before the cost is incurred for such a request.

Councilwoman Hadley clarified that if there is a third party that is required to complete the required request that we may charge for that third party; but we may not charge for staff time in preparing. Ms. Piontek confirmed she was correct.

Attorney Fox clarified that the records of the town are the records of the public so you have a right to ask for them, but there may be an associated cost for your request, so the town can recover any reasonable cost associated with the reproduction.

Councilwoman Hadley asked Ms. Piontek if we get a request for all emails for ABC Road, are we able to process that request or will we need to contract with our IT vendor to do the search. Ms. Piontek replied generally it could be done, but if it's out of her realm of ability then we might have to hire someone to conduct the search and that's the point of the policy. Councilwoman Hadley inquired if our IT provider has given her the ability to conduct the searches on her own. Ms. Piontek replied she's been

incredibly busy and is unable to answer that question at the moment as she has not had an opportunity to attempt to conduct a search; but when she does she will let Councilwoman Hadley know. Mayor Deter said that he believes generally staff will have the ability to be able to conduct the searches themselves.

Mayor Pro Tem Titherington moved to approve instituting the Public Records Request Policy as presented by staff. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 11 Update from Town Planner

Town Planner Julian Burton stated we have received a sketch plan application for a new conservation subdivision located just north of the Falls at Weddington; the title name of that subdivision is the Enclave at Weddington. It is 42 lots and is anticipated to be on the June Planning Board Agenda; the Public Involvement Meetings will probably be the first week of June. We also just last week received a sketch plan for Phase II of the Woods; which is just east of Phase I and is just under 100 lots. Those are the two bigger items, the smaller items are the Falls at Weddington will have their entry monument application reviewed at the next Planning Board meeting, along with a minor subdivision that will be presented to them at that time.

Item No. 12 Public Safety Report

There was nothing to report

Item No. 13 Update from Finance Officer and Tax Collector

Town Finance Officer Leslie Gaylord advised they have their monthly reports in their packet and if they have any questions, she'll be happy to answer them. There were no questions.

Item No. 14 Transportation Report

Councilwoman Harrison reported that we have started the 2045 Transportation Plan; we're on version 4 and have added new criteria which is seasonal driving. Doing that plan would give us a better idea if we can accelerate Providence any quicker.

Item No. 15 Council Comments

Councilwoman Harrison congratulated Pamela Hadley on being appointed to the Fire Community Stakeholders Committee; feeling it's a brilliant idea on the County Commissioners.

Councilwoman Hadley stated the Town of Weddington has sent a letter to cancel the contract with Providence and has a signed fire suppression agreement with Wesley Chapel to provide fire/medical to the entire Town, both effective 7/29/2015.

"I'd like to preface my statements by saying, I'm not advocating any specific solution. This is bigger than one fire company....bigger than one person. This is certainly not meant to be degrading in any way to the Wesley Chapel VFD firefighters. However, the effects of this decision are far reaching and in many cases not all have been realized. This decision will have impacts...possibly negative...for not just the citizens of Weddington but for the County and the surrounding fire departments.

At our Special Meeting on 4/28, I used the Board of County Commissioners as an example of listening to the people and taking pause. I pleaded with my council to do the same. Although we have been discussing fire service since January, the motion for terminating the 10 year contract with Providence was only made...without being in the packet or previously discussed with me...15 days before at our Council meeting on 4/13.

At the Council's Special Meeting on 4/28, the council did not allow public comments or a change in venue for the many of the citizens that have not had the opportunity to voice their opinions on this specific motion. And most disappointing was that the Inspection Supervisor and Fire Rating Inspector from the NC Department of Insurance was not allowed to answer questions that could have brought some clarity to the council and public.

A Resolution was adopted and passed unanimously by the Board of County Commissioners at their meeting Monday 5/4/2015. They have made it perfectly clear they have no legal or legislative authority over the Town of Weddington. However, they are starting to realize the impact the decision of our Council will have on not just Weddington but the residents of surrounding towns and fire departments of Western Union County. They realize the value of a fire department that has served the community for 60 years and recognize their accomplishment of obtaining their outstanding rating. They requested that the Town of Weddington continue contracting with the Providence Volunteer Fire Department frozen at the current level until June 30, 2016 to allow Providence to be included in a countywide fire service solution

I will continue to hold this council and WCVFD accountable for the current level of service we enjoy today and what we have been promised. Certainly I disagree with the decision of this council but I've been very consistent advocating Public Safety for all the citizens of Weddington...and will continue to do so.

I will also continue to voice my displeasure with the process of how the public has been neglected by not receiving any pro forma of all the options. Words have not matched actions. Commitments have come and gone like spring showers.

Citizens who care enough to be engaged should have access to the information and their voices given careful consideration. That has not been the case with this issue. I'm unhappy about that and will continue to say so.

Thank you for coming out tonight and have a nice evening."

Mayor Pro Tem Titherington had no comments.

Councilmember Mike Smith welcomed Peggy aboard, "Glad to have you."

Mayor Deter echoed Councilmember Smith's comments welcoming Peggy on board. "She's coming up to speed at a fabulous pace and I appreciate all you've done Peggy." He informed everyone that he's spoken with Alex the intern and he needs to get with staff and Council on some projects for him. We told him we'd contact him early this week or next week..

Item No. 16 Closed Session

Councilmember Smith made a motion to go into Closed Session under Statutes: [N.C.G.S. 143-318.11(a)(3)] Consult with the Attorney – to protect the attorney-client privilege; and

[N.C.G.S. 143-318.11 (a)(6)] To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Councilmember Smith made a motion to come out of Closed Session. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Councilwoman Harrison made a motion to approve one time award bonuses for staff, aggregate net amount of \$2,000.00 effective June 1, 2015. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Councilwoman Harrison made a motion to authorize the Town Attorney to spend the time necessary to address issues that may arise over fire service issues, police actions, Providence FSA, Wesley Chapel FSA, and Stallings FSA. All were in favor, with the votes were recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Councilwoman Harrison made a motion to direct the Town Attorney to communicate to the Stallings Volunteer Fire Department with regards to the termination of the Fire Suppression Agreement between the Town and Stallings and the extension of that time limit. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 17 Adjournment

Councilmember Mike Smith made a motion to adjourn. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

The meeting adjourned at 10:30 p.m.

Bill Deter, Mayor

Peggy S. Piontek, Town Clerk

**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
WEDNESDAY, FEBURARY 25, 2015 - 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on February 25, 2015 at 7:00 p.m., with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox and Finance Officer Leslie Gaylord

Absent: None

Visitors: Andy Stallings, Peggy Stallings, Cathy Killough Brown, Tommy Price, Ed Howie, Ken Evans, Jeff Robillard, Werner Thomisser, Mary Thomisser, Jane Duckwall, Kathie Burns, Michael Burns, Mary Ann DeSimone, Joe DeSimone, Leslie Barry, Tony Rolfes, Mary Knoble, Jim Reichenbach, Ann Marie Q., Eric Anderson, Jody Schill, John P. Cochran, Andrew Moore, Peter Williams, Ben Williams, Kenny Schott, Jerry Fitzgerald, Julie Moore, Rosanne Bongiovanni, Jack Parks, Chris Demaio, Julie Moore, Kelly Levitas, Elton Hardy, Allida Parks, Steve Boynton, Julie Boynton, Craig Hazeltine, Walton Hogan, Brian McCament, Chris Cobb, Nancy Anderson, Catherine Sessa, Chris Duggan, Thomas Archer, Bill Tourtellet, Amy Stewart, Chris Duggan, Daryl Matthews, Travis Manning, Kyle Kling, Andrew Stallings, Sean Helms, Don Conner, Peg Conner, Steven McLendon, Michael Sullivan, Andrew Moore, Robert Filter, Mike C., Joe Dietrich, Charlotte Dietrich, Kim Moore, Bob Stanley, S.E. Craig, Joyce Cochran, Bob Palmer, Toya Allen

Item No. 1. Open the Meeting. Mayor Bill Deter opened the February 25, 2015 Special Town Council Meeting at 7:00 p.m. There was a quorum.

Item No. 2. Discussion of Fire Consolidation Activities to Date.

Mayor Deter – I have a meeting record up on the screen. If you are not aware, we can't get more than two of us together at one time. This is public meeting rules. The Council tasked Councilwoman Barbara Harrison and I to work on this project working with two people from Providence and two people from Wesley Chapel. In the beginning we had an individual meeting with Providence to see if they had an interest in looking at consolidation. The answer was "yes, but...". Then we had a meeting with Wesley Chapel and asked them the same question. The answer was "yes, but...". We got two "yes, buts" so we decided to proceed down this road. The approach that has been looked at is that we need to create a new structure, bylaws, and new names and try to consolidate these two organizations. I want to make a couple of things very clear to people. The Hemby Road Fire Station will not close. There will be 24/7 coverage with 4 qualified fire fighters at the Hemby Road Station day and night. Insurance ratings will not increase to a 9 so everyone that is concerned about their insurance going up it will not happen. These are three critical items I need everyone to understand. The process we are looking at is basically to get the Town out of the fire business. We have no expertise in terms of managing the fire department. The County has expertise. They have people who know and work

with 17 out of the 18 volunteer fire departments in the County. It will allow a broader tax base. Being in the fire business is very expensive. The county tax base right now as it relates to the Wesley Chapel district is .0281. Our Town's current tax rate is .0374. If I factor in capital which means we set aside money out of our savings account for the future purchase of a fire truck, if you count that it would be .043. We have done some preliminary budget work and that could take our fire tax rate in 2016 to .046. That is the reason we are trying to look at this from a financial perspective. From 2008-2012 (before the fire service district was created) the Town, in addition to fire taxes that everyone paid, gave or subsidized Providence Fire Department a little over a million dollars. That is on top of fire taxes people are paying. The fire service district created in 2012 (which was the right thing to do) was created to ensure that the closest fire station serviced our residents. I live a quarter mile from the Providence Fire Station but that is not the fire station that would be coming to my house. It would have come from Wesley Chapel. The Town created a fire service district so the closest fire station comes to all of the Town's residents. As we did that, we changed geography and that brought about \$275,000 of additional revenue into Providence because of the additional territory. In 2013 the Town funded about \$930,000 a year to renovate the fire station. We do not want to be in the fire station business but this was the only way it could be done. We lease the fire station for a dollar a year. \$900,000 is a lot of money. At the retreat the three fire departments that cover our Town presented their preliminary budgets. They were all flat compared to this current year. However, a flat budget for Providence based on the expense assumptions that were made would create a \$71,000 deficit for them. The Council was in a meeting in an Open House at Providence and the presentation that was made was more or less about \$140,000 - \$150,000 in the fund balance. If you look at the \$71,000 deficit, that is going to drop the fund balance down to about \$70,000-\$75,000 probably before the end of the calendar year. I don't think the fire department can function at that level. My concern is we now have the whole Town at risk. That is why we are looking and talking and doing a lot of analysis on this whole issue. Those are meetings we have had discussing financials with Council people, meeting with the County, discussions with the State, with neighboring Towns of Wesley Chapel and Marvin, meeting with the Fire Departments together and individually. Barbara and I have been busy. This is the ground work. I will go around Council and they can make comments.

Councilwoman Pam Hadley – Based on what you said I agree with the majority of it. I want to point out once again, the .0374 rate is based on only ad valorem and not revenue. What I have been hearing and seeing the past week is that the \$71,000 deficit would put Providence back in line which would equal about \$16 per household.

Councilwoman Barbara Harrison – What we are doing will not affect your insurance rates. I have lived here 10 years and every year my insurance goes up and every year I am on the phone with them. I get a whole list of reasons why they increase my insurance. We are not going to increase but I can't guarantee what the insurance company is going to do.

Mayor Pro Tem Don Titherington – Some folks have asked me why undertake this review. I think as the Mayor articulated it's not to address anything that was addressed 5 years ago when we created the municipal fire district. That was to get the lines drawn so the closest fire department responded. This Council agreed to that wholeheartedly. It really is around a revenue conversation and understanding where we are. Would it be easy to say we will kick this down the road another 2 or 3 years and let another Council handle it? That is not the right decision. This process started in early summer with a fire study because so many assumptions are changing as we build out the Town, as more residents come in, more subdivisions get brought into the Town then we will have more tax base. We modeled that out with the 1800 acres that were available in this Town. If we built that out over 20, 15 or 10 years, it doesn't solve the revenue

problem. This is our 4th meeting since the first of the year. We got the fire study back at Christmas. This will be our second meeting out of the normal cycle in an effort to communicate to folks. When we really looked at it, the question that came back is our savings account which allows us to have funds to do the things we need to do - whether it be buy a fire truck or look at putting up new stop lights - is shrinking. We will be out of that by 2021 or 2022 because we will have a zero balance. Leslie is going to spend some time to walk folks through that. The operating income, original 5 year modeling at the retreat had us going negative in 2020. With the funding request around \$71,000 we actually go negative next year. This is not an issue we feel that we can move down the road. We all need to tackle it and take a look at it and come up with the best options. The Hemby station will stay open. The ISO rating will stay 6 or better. I was a resident here when we went from a 9 to a 6 in 2009. ISO rating will stay 6 or better. It will be 24/7 365 at Hemby with 4 qualified personnel. Those are dictated by contracts the Town executes with individual departments. This is an opportunity to understand what our options are and look at those things on the table.

Councilman Michael Smith – I concur with what the Councilmembers have said so far.

Item No. 3. Public Comment Period.

Mayor Deter counted 25 people that wanted to speak.

Ed Howie - I should have dealt with this issue a long time ago. It was on my to do list. We had other pressing issues. My recommendation today is that you consolidate the fire departments. That was the right decision 15-20 years ago and even more so today. Consolidation of these facilities needs to be done. It will provide far better service to the citizens of Weddington. When I was Mayor we had a .02 tax rate. I was focused on keeping it there. It is not a hard decision. It may take some courage because of the pressures.

Tommy Price – Lake Providence – At some point in all of this you will have a Town changing decision to make. Whether it is RCD, a self contained sewage treatment plant or Rea Road extension, all of these things follow the same path that this has. The Town gets blanketed with scary emails that scare people with information that is either skewed or is all one sided to make people think that things are happening that are really not. In this particular case there was a nice little lady that was convinced to secretly tape record a neighborhood meeting that we were having just to present facts to our neighborhood. We probably all know who it is. For years Weddington operated on a 2 cent tax rate. We even built up a big fund balance at 2 cents. We had good public safety policies and the low tax rate was our big plus that made us stand out from the other Towns around here. It made our property values stay high. Now we have a 5.2 cent tax rate and with increasing budget requests and the long term projected cost of this seems a little too ambitious for a Town our size. You guys have all done the homework. You have been through the numbers. No need in me rehashing those things. You know what they are. You have two nonpartisan studies completed and both reach the same conclusion. We have 3 exceptional fire departments that service this Town. The biggest thing you guys have to do is make the best business decision. I am asking that you make that decision with your head and not your heart. I know looking at a room full of people when they get mad and scream and holler is hard. That is your job and I ask you to remember the 11,000 people who aren't here that have entrusted you with running the business of this Town in the most cost efficient way. I do also appreciate the service. I know it is hard. Thank you for everything you do.

Jeff Robillard - Lake View Estates – I agree with everything Council has said. How much of our tax dollars go to support this Fire Department? What percentage are we paying for the budget? How do you run a Town when one small entity of what we do is absorbing 95% of the

tax dollars? You can't do it. Our Town is too small to run a Fire Department. I know there are some scary things going around like our taxes will go through the roof. The other night I mentioned something and people jumped on me and said your facts are wrong. I went and checked with some other people. It was less than what was half of what was being reported the other night. A lot of misinformation is going on and that needs to be corrected. We are going to get coverage and insurance is not going to go through the roof. When one of those fire trucks blows up or an engine blows, who is going to come up with all of those dollars to pay for that? A fire truck at a bare minimum, stripped to the bone, is \$500,000. We don't have the money to do that in this Town.

Kathy Killough Brown – Lake Providence – I am a life long resident of Union County. My ancestors have been within a few miles of this spot since 1848. I want to go on record saying I support the Council members who are in favor of consolidation of Fire Departments. I feel they have done their homework and they have it right and they are acting in favor of the Town. My neighbors, residents, friends and myself will continue to support these Council Members.

Andy Stallings – Lake Providence- There has been a lot of misinformation posted, published and vocalized while striking up controversy for those who want to spread fabrications. This is disingenuous and harmful for what is trying to be done here and that is ensuring this community can enjoy sustainable first rate fire and medical protection at an affordable tax rate. Some of these misconceptions have been addressed already. I am on the Wesley Chapel Board. I have been in Weddington for 30 years and I am a taxpayer. Wesley Chapel's books are sound and in good shape as our CPA has addressed in this letter which I brought if anyone would like to see it. Any further Facebook sniping will hopefully cease so we can construct the best possible consolidation for the community.

Werner Thomisser - High Gate- Providence has just achieved an ISO rating of 4. There are 8 volunteer fire departments in Union County and Providence's rating is the highest. If this other fire company is so good why are they not rated as a 4? The Mayor was quoted in the newspaper as saying that this is a financial decision and not a performance decision. Let's take a look at the financial justification. I don't know if everyone in this room is aware but when you break that fire service contract with Providence there is a \$750,000 termination fee. Where is that going to be coming out of? It will come out of the fund balance. I hear rumors going around that it is okay because we will just sell the fire department. It cost us \$915,000 to renovate that fire department and the termination fee is \$750,000. It is a shortfall out of the fund balance of \$165,000. Providence Volunteer Fire Department's building and land is valued at \$1 million. It is even worse. It is a \$250,000 shortfall that is an asset to the Town of Weddington and you are throwing it away. It is not good for the people of Weddington. If you go to a merger or consolidation it is an automatic tax increase on the fire service from the 2.2 cents to 3.8 cents and God knows what the County will do next year. The reason this fire department was formed was to be give us control of fire service that we wanted and the cost. We will not be able to get that because someone else outside of the Town will control that. I heard the Mayor say don't worry about this increase of \$300-\$750 on homeowners insurance premiums. I don't know who you talked to, Mr. Mayor, but the Board President of Providence called up to Raleigh and he was told that will be the cost when you consolidate. If everybody in this room wants to pay that much more money for homeowners insurance that is not a good deal for us either. This is not a financial decision. It is a public safety decision. In this room last Friday, the Chief of the other department said he was going to put 3 full time fire fighters in the day and 2 at night. Now we come here tonight and all of a sudden it has changed. There is nothing in writing. You have the number 1 rated volunteer department. There are 18 in Union County and you have the Number 1 rated fire department which is Providence and you are throwing them under the bus. I don't

understand why that is. We are not going to save any more money by consolidating or merging or anything else because fire service is expensive. It will always be expensive. The right thing to do is to have the Town and the municipal fire district in control of its destiny as to the cost and type of service that they want and if it is necessary to raise the fire tax then you have to do the tough stuff and raise the fire tax. The County is doing it and so is the other fire department. What are you afraid of? It is not a 10 cent increase; it is probably 1-2 cent increase. It's just the cost of running the fire department.

Charlotte Dietrich – Willow Oaks – I have been here for over 15 years now. I have used the fire department on many occasions. I am standing here today because of our expert EMTs. They have saved my life twice now since 2014. I had a heart attack and it was your expert EMTs that recognized my problem. It wasn't a regular heart attack. It was a run away heart. They didn't think I would make it to the hospital. I am here today because of them. If you take our expert fire department away from us what are our people going to do? I don't want some volunteer to be called out of bed in the middle of the night to come to my house and be 20 minutes away from getting some person, not just me but anybody in our area, medical attention. I was always told time is of essence to anybody that is having a problem medically. We need to keep this fire department. We voted you people in. You have the responsibility to act for the better of the people. Not for your own benefits. The people of this town put you in office now stand up and do what is right by us.

Jerry Fitzgerald – Willow Oaks – I fully support the independent and autonomous Providence Volunteer Fire Department. Our fire department currently has quality management, quality fire fighters and, it is debt free. It has a 60 year tradition of an autonomous fire department. The quality of that facility offers us a symbol that gives the residents of Weddington a superior rating for insurance. Mayor Deter provided a presentation at our HOA meeting. It appears that revenue is a problem. Mayor Deter said consolidation is the answer. Is it? To maintain a first class, high quality facility at Providence Volunteer Fire Department - it costs. I realize that. No one at my HOA meeting resisted paying more to maintain this superior facility. Is that more in tax rate, is that more in fire service fee, is that more in financial support? Is consolidation the only option? We are interested in how much. The increase in revenue must be documented. I understand that all supported financials are not in. Why do we have to decide this now? The consultants report won't come in until December. I ask that you compile supporting data, certified supporting data to tell residents how much the deficit is. Our rental deadline is 2020. These costs go up. Councilwoman Harrison just made the comment that her insurance goes up every year. Give the Weddington residents all options. Consolidation or a fee increase. Let the residents decide how to maintain and support our first class fire service that we presently have. This is a first class, first rate operation. Please give Weddington residents all options not just consolidation to maintain and support this facility.

Nancy Anderson – Hunter Farm - I thank you for addressing this difficult situation. What I have heard from every conversation with each of you is that everyone is in favor in keeping the fire service excellent as it is, 24/7 4 staff and keeping the fire station open. We are looking for the most cost effective way to do that. I have never heard anyone complain about paying for public safety. As I understand, the action you are taking tomorrow is that you are proposing a resolution to dissolve the newly formed municipal fire district. By default that would kick us back into the county. If you are trying to figure out to make this cost effective, so are they. If we put ourselves back into the county pot then we are going to get the standard Government Issue fire service. In the past, we decided that wasn't good enough, not just in fire service but everything. Two decades ago we decided that we needed more public safety officers and a 45 minute response time wasn't good enough so we started hiring our own deputies. We started subsidizing our fire

service because we wanted to pay people who were trained in expertise and since our response time for ambulance service was so poor we actually bought an ambulance and gave it to the County which has now been taken back. The Town of Weddington citizens have never settled for mediocre. We always wanted excellence. My fear is we will get back into a situation and the county is going to say something like this: "If you want anything over 5 you are going have to pay for it yourself." Isn't that where we came from? I don't want to go back there. When you do the resolution it is important how you word it. It is important that you say all the things that we said in the very beginning. This is just another tool to complete your analysis. You happen to know that. It may come back and you may say not good enough. We are going to trust you on that.

Eric Anderson – Hunter Farm – We have 18 volunteer fire departments in this County. Providence has level 4 ISO. I heard about this from watching the news and Channel 9 showed it and they said when they rode around the fire department they noticed the paint was peeling off the truck. That tells me that Providence Volunteer Fire Department is spending the money very wisely. You don't know what the County will do. I would rather spend a little bit more and have better fire service than what the rest of the County has. Fifty years ago Providence Volunteer Fire Department dismantled the silo, towed the ambulance out of the mud. They have always been an excellent fire department. I hate to see them go.

John Cochran – Willow Oaks – I will willingly pay more for taxes for fire coverage because this is a health and safety issue. They have come to our home when we needed help with an invalid grandmother. I have zero problem with paying more taxes. I am giving you an open budget from my point of view. You can raise the taxes because if you look at the deficit you are talking about a Burger King whopper and fries five years out. I think any family can afford a whopper and fries in five years.

Joe DeSimone – Willow Oaks – I believe the vote to instruct the Attorney to draft the resolution that would dissolve PVFD and the municipal fire district would be a travesty to the residents of Weddington. The whole takeover is being done under the guise of saving taxpayers money. The Council doesn't seem to want an increase in taxes at all. As Pam said, we are looking at an increase of \$16 per homeowner. PVFD could continue to provide the current level of service to our residents which is 24/7. Because it is here I believe the following will happen to the residents of Weddington: (1). Weddington taxpayers will be responsible for \$750,000 penalty for the Town to break the existing contract. (2). The taxpayers of Weddington will lose the fire protection that fire station provided and \$1.5 million. In the past, we spent thousands of dollars to upgrade to this current code. We will be sent to an organization that is not even located in Weddington. Wesley Chapel currently owes approximately \$4.5 million. Add the \$1.5 million for the fire station and \$750,000 penalty.... I believe the residents of Weddington will be assisting in paying off the \$7 million debt. The new department, I believe will still be given a rating of 8 or 9 in spite of what I heard earlier today. I did some checking with the state and it will not receive a rating of 6. The end result will be an increase of insurance of \$450 to \$800. We need the tax increase in order to maintain the status. I find that hard to understand. Why are we trying to dissolve PVFD when just two years ago the previous administration rejected a merger with Wesley Chapel at the insistence of the people of Weddington? It was then that we opted to form the municipal fire district under the guiding hand of PVFD.

Bob Stanley – Willow Oaks – I was told this was a cost issue. I attended the meeting on Sunday at Providence and was told that this consolidation and merger would save \$185,000 a year. I trust

that issue to find out where my dollars are involved in that and where those dollars are coming from. I asked that question 4 times and did receive an answer. This fire department at Providence has been a blessing to everybody in this city and it will remain that way as long as we don't consider consolidation. We have done the same thing before two years ago. We need to continue where we are today. Your mission in life is to make sure of the safety of the people of the city of Weddington.

Mary Ann DeSimone – Willow Oaks – Mr. Deter, you and the members of the Town Council have heard many reasons why this swift move to dissolve the Providence VFD is not in the best interest of the residents of Weddington. What is the real reason that this Council is moving so quickly? It is fiscally irresponsible and a morally unacceptable action to dissolve a department that has served us so well without performing the due diligence necessary to warrant such action. Why are you just giving away a building and land worth over \$1 million to the Wesley Chapel VFD? That is like throwing a baby away with the bath water. We have heard the feeble attempts by the Mayor and some members of the Town Council attempting to clarify the issues. I have another word for the use of clarify. It is called mendacity which translates to half truths, untruths and lies. Are any of our comments really being heard by you and members of the Council or is this just an effort in futility on our part because this administration has no intention of giving the residents the clarity and transparency it deserves? Why are you so hell bent on dissolving a department that the previous Town Council voted to maintain only two years ago and spent several hundred thousand dollars to bring the building up to code so that our firefighters and EMTs could have a functional and comfortable building? If your intentions are to direct the Attorney to draft this resolution to dissolve the Providence Volunteer Fire Department tonight and then to pass this same resolution tomorrow night let it be known that this Council is betraying the wishes of the very people who put you in those chairs. There is only one thing that needs to be dissolved here and it is not the Providence Volunteer Fire Department.

Travis Manning – Providence Place – I have a unique perspective of these mergers. I have to be candid and say that I am very disappointed in how transparent everyone has been. There are a lot of questions that I don't understand that haven't been answered. The most important one that I have is if this merger were to take place what happens to all of the fire fighters that have been working at Providence for 10 years + and that have saved many of our residents lives? I have the utmost respect for Wesley Chapel and I don't have an objection to a merger. However, I don't consider this a merger. I consider this a takeover. If we have an ISO rating of 4 and its not good enough... I am trying to figure out what is the legacy of this Council to take away a station of 60 years over a few dollars per resident. The station will be staffed by Wesley Chapel as it is now- tonight is the first time I have heard in public where that was said by the Mayor. However, if this is a funding issue for the department, as tight as we run our department and as many times as we have been audited by your guys, how is that saving any money? Our biggest expense is our personnel. I don't understand where you guys are getting numbers. I am in charge of the grant committee for my department. I have never been asked by Council if I have applied for grants. I just don't think all homework has been done. To date we applied for almost \$100,000 in grants. What happens to those grants? Do they go away? We lose out on that opportunity? I just think there are a lot of questions that have not been answered. I respectfully ask you not to kick the ball down the road but let's keep the discussion open.

Catherine Sessa – Weddington Woods – I want to thank the men and women at the Providence Volunteer Fire Department for all of your service. I have only lived here with my husband and 3 children for 2 years. On our second night here we had to call Providence Volunteer Fire Department. They rushed right over and put out a fire on our deck where our grill had caught on fire. Everyone has such good valid points. We never get response about answering those

things. Why are we giving it up after having to pay the \$750,000? These residents have valid points but we don't get to hear back why you don't agree with that. I would like a response, maybe an email to the residents. I went through the whole water tower thing and did not get any rebuttals either.

Ben Williams – Captain of Matthews Fire and EMS and Lieutenant with Providence Fire – The amount of training that Providence Volunteer Fire Department has - their personnel come from all over. From Charlotte Fire Department to Monroe Fire Department to members of my Fire Department in Matthews to Idlewild Fire Department. Mecklenburg County currently has the highest save rate for sudden cardiac arrest. Providence Volunteer Fire Department is a member of the Mecklenburg County group and every one of their members is trained in CPR. If one of you dropped tonight I guarantee you would want one of us working on you. I have fought fire with these men and women. They are some of the very best. I am not here to disrespect Wesley Chapel or their chief or anybody else. What I am telling you now is you stood behind Providence Volunteer Fire Department before and I think you need to continue to stand behind them now. You have already spent money to renovate the station. You have already spent money to keep their personnel in the house. You don't understand the amount of time it takes to get people to work that cardiac arrest. Those four people can work it and they save a life. The life they save may not be yours but it may be your mother, father or sister. The Providence Volunteer Fire Department saved a 5 year old child from drowning in Kings Manor Subdivision. I was there. I witnessed it. How long would it have taken had it not been the four people on the truck that was needed? Will that child have died? Would some of your family members have died had these people not been where they are now? I hope you think about this. Yes, this is a public safety issue. I come from a fire department where I have to stand in front of Town Council because Matthews Fire EMS is run by a Town Council. We have a Town Manager. We are one of the only municipal fire departments in all Mecklenburg County other than Charlotte Fire Department. You say you don't want to be in the fire business. You think my town wants to be in the fire business? They are in the fire business for the reason of the protection of their own town. They felt that the County system was broken and from what I have seen from this County system it is just as broken. This County years from now will attempt to get out of the fire business. I guarantee you. I have been in the fire service 12 years. I have seen a lot and it will happen. A fire truck does not cost \$500,000. You can get one for as cheap as \$400,000. I hope you all thank these members no matter what you decide to do for their service and their time. If you go with the merger, I hope you make sure that they are your number 1 and they are taken care of afterwards.

Andrew Moore – Michelle Drive – I am proposing a plan that was suggested by the McGrath report which you paid for. The plan to continue that the Town of Weddington is in control of home fire service. The plan allows the service provider to achieve a 4 ISO rating which is the best in Union County outside city limits. Continuing as a fire municipality is not an easy solution but is worth it. We are fortunate that Mecklenburg County paid for most of our fire station. That is why surrounding stations are incurring substantial debt and Providence almost has none. The challenge we are facing is with the current shortfall for the Fire Station. In order for them to continue to provide a class 4 rate service they need money. My numbers are from the minutes and from the survey they took \$50,788 taken from October 2014 Council meeting minutes. \$50,788 divided by 4350 household is \$11.68 per household per year to maintain. We keep our current household service and our paid for fire station. If you decide to dissolve our fire service and go with a single service provider option of the McGrath study you, the current Weddington Town Council, will undo all that was agreed upon by the former Town Council. You will breach a 10 year contract and we incur \$750,000. This is an option the McGrath Study termed volatile and did not recommend unless other options prove

unsuccessful. How can you not further explore other options? How do citizens of Weddington benefit from your proposal: (1). Their reputation with the Town will be tarnished? (2). The Citizens will then be responsible for financial obligations and a loan would have to be taken out to do this. The Town would then be faced with the possibility of having to provide equipment to the fire station as the current equipment is the property of the Providence Volunteer Fire Department. We are going to have to pay more than what we currently pay for fire service since Wesley Chapel is rated higher. While receiving a 6 rating instead we are under a superior 4. In addition, the citizens will have to cover the legal fees involved in breaking the contract with PVFD. The Fire Marshal will have to do a new inspection. This information came from a conversation I had with the assistant marshal in Raleigh who said it would take a minimum of 6 months to schedule an inspection and at least 90 days to get the results which will cause your homeowners rates to go up to rating 9 which means an increase of \$200 a year per household with some being quoted an increase of \$750. There will be a period of time during the transition when our fire service may not fully function as pointed out in the McGrath Study. What if you have an emergency during that time period? We would lose control over anything including our fire service. Are we prepared to enter into a contract with Wesley Chapel, an organization that is debt ridden and unwilling to fully disclose their financials? Why are we even considering it? It doesn't seem to be with all of the extra unknown cost incurred by the breaking of the contract and the lack of information from Wesley Chapel that we are saving anything at all. I am sure Wesley Chapel is a fine fire department. I am not throwing them under the bus. My interest is about the people of Weddington. I believe that it is in the best interest that the Council chooses the option that allows us to keep Providence Volunteer Fire Department. Households will only pay an additional \$11.68 per year to maintain our top notch fire service. The Town Council and PVFD will have to work together in the best interests of the citizens of Weddington to continue to improve upon our already great service while tackling the problems and cost that would be involved. This option is more concrete in ensuring both our current level of service and offering a more foreseen price for citizens of Weddington thus giving us more control. Isn't that where it all started three years ago?

Julie Moore – Providence Woods – Providence has been servicing the Town of Weddington for over 50 years and its mission has always been to provide the best fire emergency service possible and help our community. I decided to go back and find out what transpired. I read all of the published Town Council minutes and all 83 pages of the McGrath Fire Study report. I found you working together with Providence until just recently. You see the results from the Fire Study in late December when it suggested three possible solution options. I am not sure how in over just a month the Council can have explored all of those options and allowed for adequate time for Providence to respond to that. Instead you have rushed to adopt a proposal calling for a consolidation which was one of the options proposed in the study but instead terminology has been used and appears to be carrying out another option which the study option stated would be a volatile one and felt should be used as a last resort. I don't understand how we can be at the last resort stage after only a few weeks. Many of you were elected recently on the platform of saving Weddington which emphasized preserving our Town as recorded here in this newspaper article. As you are looking to change one of Weddington's long standing institutions - that same newspaper article discussed the Mayor's desire to bring harmony to the Town and to the Council - I don't think you can say there is a lot of harmony in this room tonight. There has definitely been a lack of information getting out to the public. What has been out has been so variant that no one knows what the truth is. The citizens of Weddington may hear that they want our Town to have a municipal fire department. The minutes did not record anyone having researched how we can better implement on this fire department or reaching out to someone to come and help us. I didn't even know Matthews had a municipal fire department. We could be asking them for help. Instead we ordered a fire study commission to offer you alternatives to the

municipal fire department. The people of Weddington love their Town and their fire department and the unparalleled service that it provides. Given the facts, I believe they would spend the extra \$20-\$30 to ensure that level of fire service continuing and the entity which provided that and so much more is preserved.

Walton Hogan – Lake Providence - I think we all agree that the fire service folks themselves have been very professional. If I recall, Stallings and Wesley Chapel contribute to Weddington. The fact that the group there is Providence doesn't cover entirely Weddington but they can defend their properties. All the folks are professional. They are not going away. The equipment and building is not going away. The Town should never have been in the fire business in the first place. We should be able to take advantage of the economies of scale by being a larger group. It has been my experience over the years that organizations tend to be self-serving because they tend to want to reserve the status quo or provide advantage to one group or another.

Craig Hazeltine – Foxmeade – I do commend you on taking a look at that from a business perspective. One of my concerns is the confusion that has come out of this. I don't think anyone is real clear on what is going on. I will give you some examples. Every example I have is between Sunday and today. That is four days. I have been told that Wesley Chapel is \$5 million in debt. Three minutes later I was told they have a healthy balance sheet. I have been told that insurance will go up. If it goes up to 9 or 10 rates go up. Anything below a 7 it doesn't really affect. I checked this afternoon on this. That information is not good. I have heard we are at .0424. I heard we are going to .032. I have heard we are not going to .032. I heard we are staying at .04. I don't think anyone is really clear on that. I have been told we have to payoff \$750,000 to break the contract. I have been told we won't have to do that. I heard that we have already come to an agreement with Wesley Chapel to sell the fire department for \$750,000. I don't think the information coming out is very clear. I have always had an issue with the way the Town of Weddington communicates with the citizens. I do think this Town Council does a much better job. I don't understand why we can't get down and get these things answered very clearly and then proceed forward. If I can get the same level of fire protection I have today and I can do it cheaper, I'm all for it. I don't think the things I have said is any more than an hour meeting between Wesley Chapel, Providence, Town Council, the Attorney and maybe an insurance agent. Once this is done I think you can move forward and get it out to the citizens of the community. We can better understand what is going on. As I sit here today I would lean more towards favoring a consolidation that is based on the long term financial health of Weddington. There is still too much information out there that needs to be communicated. I don't think there are ulterior motives on this Council.

Chris Duggan – Hunter Lane – It seems to me that there is a lack of knowledge at least with your constituents. There is a craving coming from your constituents for additional knowledge. I have read the emails back and forth. I don't doubt you are all looking into this issue and have studied it. The Volunteer Fire Department put in the time, sweat and energy to keep this Town at the level of fire service that it has. I don't see the urgency to have a meeting today or tomorrow. If it costs \$750,000 to break the contract, it will cost that next year. The amount of information requests coming from your constituents, you are our representatives. That is what they are asking for. I urge all of you to consider postponing the vote, holding larger meetings. This is a difficult process but it is a difficult decision. I am hearing tonight from your constituents that they are willing to spend a couple of extra bucks if they have to. That is a big step. I have also heard in the past that only those who oppose any resolution come out to speak. I see this as a representation of your Town. Your Town is speaking. Where are the people who are opposed to the status quo? I for one have always been concerned about passing our local decisions on to a larger government. When you take local decisions away from a local body and pass them on you

lose control. I ask you to pause, postpone the vote for tomorrow, and make a resolution for tonight.

Jack Parks – Willow Oaks – I am the President of Providence Volunteer Fire Department. I applaud you tonight. I heard you say there will always be 4 fire fighters at Providence day and night. I have not heard that on some occasions. I have heard as low as 2. That is what has caused a lot of the apprehension with the citizens in this town right now. I also want to echo what Chris said. I don't see the urgency at all either. There is not a financial problem that causes us to have the meeting tonight and a vote tomorrow and have something in place by June for an implementation in July. It just does not exist. You can spin the numbers any way you want to to try to make it look like it does. The thing about insurance rates going up by ISO there is definitely an opportunity if you do the wrong thing for the ISO rating of the Town of Weddington could go to 9 or 10. I talked to the ISO inspection supervisor again today. He and I have become very good friends working through our past inspection. I know him very well and he tells me what we need to know. If you were to form one company today there would not be an ISO rating associated with that company. If we were to try to frame one of the two fire departments into the other area there is no guarantee that either ISO rating would be in effect for that. It is very important what you do, how you do it and the timing you do it in. I have a personal guarantee from David Summey with the state in talking with him today that he will work with us as long as we devise a schedule that makes the most sense to work with the state. What I propose to you tonight if you want to go forward with the merger, I suggest that you ask that the two fire departments to work together arm in arm and let us put a plan together that we can bring back ready to go by January 1, 2016 with an implementation date of July 1, 2016. That is the start of the fiscal year for all of our government activities. There is no financial reason not to let the due diligence be done over that time frame and let us find out if this is the best thing to do or if there are other alternatives that make more sense.

Elton Hardy – Providence Place – I want to thank the fire people and fire women for the job they do. It is a challenging job. As Weddington grows there are and will be more job opportunities. With the additional houses that are coming in there are additional incomes so we would hope that there would be efficiencies that would drive down the cost per house. We don't have additional land mass. We will have more houses within the land mass. Dan Barry said last year the agreement was for Weddington taxpayers to select the level of service that they will pay for. Last year, I heard Jack Parks say that there would be cost savings. I have read all the emails that have been bouncing around. The point I am not clear on is the what is the fire protection for. I know it's great for commercial. Weddington is not a commercial zone nor do the citizens of Weddington want it to be. I have been very hopeful that the Town of Weddington has a fire department but mostly because it could be seamlessly integrated in a safe manner. The thing that was the low point for this Town over the last 5 years is the composers of the fire contract, Providence Volunteer Fire Department attorneys, leadership. They do the efforts. They screwed the Weddington taxpayers. They built the contract and they knew Scott Robinson was running for Mayor by placing a unilateral \$750,000 penalty on the taxpayers of Weddington. It wasn't necessary. If we can work together, we can do something. By the contract being in that fashion it guarantees attention that you would not want in your fire contract. I negotiated multiple contracts for the last 30 years. I have never seen one start off with a unilateral penalty and hope to have a future. The contract needs to work in conjunction with all the parties to get the best service possible. I thank the Council for pragmatically approaching this.

Chris Demaio – I am not a resident in Weddington. I want to point out the fire station will be there no matter what happens. Who is going to be in the fire house? Who is going to come to an emergency in the Town of Weddington? Providence has a lot of pride and we have worked

hard. I can't speak for the men and women but I can tell you that if the consolidation does go through let me put you in my shoes with the decision I have to make. What I understand is the Wesley Chapel Chief will become the chief of both. Now I have to decide whether I want to continue working at Providence on Hemby Road or not. I can tell you that because of my pride and my service of 10 years at Providence I am not going to work for Wesley Chapel. I just can't do it. I have 13 years experience in Charlotte. We have fire fighters from Charlotte, Monroe, and Mecklenburg County. We bring all of our experience to Providence and we teach all of our members. That will probably go away if this consolidation goes through. Who do you want in your fire house? Want to take a chance? We want to stay. We want to stay and give you the best service we can.

Chris Cobb – Rose Hill – I travel a good bit and my wife and kids are at home a lot and I take great comfort in knowing if something happens in my home those guys are right down the street. I come home from traveling and I get an email. I am concerned that people on this board are making decisions like this. I have lived in Union County for 8 years. We moved here because of how great the schools are. Those guys do a lot and they deserve a lot. This is over \$16? I have a problem with your thought process here. How are you helping me in the future when my kids are going to be raised up here? They are going to move to another Town because it's not going to be about schools. It's going to be about who has the best fire department. If these guys have a level 4 rating I am asking you to take a step backwards here. You can't make decisions like this and be successful. I read this in one email and I could not comprehend what I was reading. There are so many facts going around here. You have not done your diligence in providing us the real facts. It concerns me. If you are moving this fast how can this be good for this community? This is a great community. You took an oath and we elected you to do what is right for us. The people coming here represent how we feel about this. If you go ahead and make this move and do what you want for your personal reasons you are setting a precedent for the next 50 years. We are going to see you guys out and we are going to know these are the guys that instead of investing in our fire department we are not in the business now. Let's not get out. \$16 more is not going to break this community. Everyone is talking about they want it. I urge you to really think about what you are doing here. It is not just about the next 5 years. It is about the next 40 years. That is what I am thinking about for my kids.

Mike Calzaretta – chose not to disclose address. As other people have mentioned I don't think you understand the sacrifice that goes into what we do everyday. You say goodbye to your kids, your wife and think nothing will happen. We put our lives in danger everyday to help the people of this community. People are standing here behind us. Look at the turnout. They are here to tell you how they feel. Your job is to stand behind your Town and your people. Let them pick and tell you what they want. I stood here a month ago and was told by Council that we are going to take our time. This is not going to be a quick decision. All of a sudden tables turn. People sitting in front of us right now looking at me right now 6 months ago were fully in support of Providence Fire Department and the municipal fire district. All of a sudden it changes. You owe it to the Town. You owe it to the 48 members that we stand side by side with to tell us why, how, and what is going to happen. I have never heard a taxpayer say they want to pay more taxes. You owe it to us for the 50 years of service the department has put in. What do you want your legacy to be?

Kenny Schott – Chief of Providence Volunteer Fire Department. Ever since August 10th when I took office as Chief of Providence I was interviewed for all of my goals and intentions. I told the Board then I will do anything I can to protect each and every citizen in this Town and community. That is what I am here to do. Ever since this fire study came back ... You pay \$2000 for a study to tell you that you are underfunding the fire department. We have been

screaming that for years but you don't listen. You say you are not fire experts. We are. We have told you we need more funding. There have been some questions raised about Providence's reserve funds and why we don't have any. Ever since 2004 Providence has staffed that station with increased staffing at the station. We didn't build a big station or buy fancy trucks. We staffed the station with people to protect each and every one of you 24/7. We are asking for our funds so we can keep staffing our station and keep supporting this community. Yes, we have goals of increasing our staff. You want a 10 year plan. We are trying to work on it in writing for you. We can't work on it when we are having to stand up here and do this. We can't do it when we are doing everything else. Providence has always said we are willing to do what is best for the community and best for the citizens. Each and everyone one of you say this is all a financial issue. Where is your public service, your protection? We have never said 100% we would not merge. What we said is to know the facts and to push a merger within 2 months is absolutely ridiculous.

Item No. 4. Council Discussion on Fire Service.

Councilwoman Hadley – I am taken aback from all of the emotion. I think it is incredible to see the support of your fire department. One of the questions I put here is...What was spent out of the budget is fire? I think it was 95%. That is true. It is 95% of the ad valorem. It is actually 53% of the total revenue. I keep making that distinction because I feel like it is necessary for total transparency. I have been telling previous Council and this Council when I ran for this position and I went door to door my main thing was the current situation of the fire district and it being within a quarter of a mile from Hemby Road. I have been telling the previous Council and this Council the people don't mind paying a little bit more. Thank you for validating what I have been saying for three and a half years. Why are we doing this after six weeks of negotiations? Why are we rushing into this resolution that could have unintended consequences that could hand over the keys? I personally think that we do need to disseminate more information and in a much more concise and transparent way. In other words consequences of each option 1, 2 and 3. I think it should be held in a public hearing with lots of input and building up to the public hearing. I can assure you that when the vote goes tonight I have heard your voice.

Councilwoman Harrison – I also thank everyone for coming out. I took a lot of notes. I am really happy whether it is \$16 or \$50 or \$40 you are all willing to raise your taxes. I live on the southern portion of Weddington so I went and talked to a couple of people to see how they felt. There is a couple out there that I am trying to work with to get them financial support. They live in a home that has no air conditioning and no air conditioning unit. They live in a home that has no furnace. They have a wood burning stove. They are in their 80s. He still cuts his lawn. I asked them how they are doing. They said with the 11% increase for Union County this is tough on me. I said people keep saying this is just a couple of pizzas. He said he doesn't get to go out and have pizza. There are some financial ways I am trying to work with the County with some subsidies. You have to understand there are people in this Town on a fixed income that between Union County and us can not afford to pay those kind of taxes. I have heard a lot about public safety. There are all kinds and forms of public safety. Back in the summer the people off of Antioch Church Road came in front of us because we were having a public hearing because of a new development going on. Each and every one of them said "raise taxes up \$100 and pay \$1 million to fix Antioch Church Road. It is extremely difficult and dangerous for anyone trying to make a left or right hand turn out of their development." They too will pay \$100 to widen Providence Road. Now we are up to \$300. We can't afford to widen Providence Road or widen Antioch Church Road. I keep hearing about how we are not communicating. I can go into a lot of detail. I voted for the municipal fire district. On January 9, 2012, our former Mayor said "We got to do this and do it in 6 months." Nobody protested yet I got 150 emails saying "Don't do

it. We should vote for it. We should be the ones to say whether we should do it.” We are getting the opposite now and I am getting as many emails about “don’t do it”. It’s not like we are doing anything different than was done 2 years ago. We are trying to look at all of the data and listen to all of the people. Kenny, I am not singling you out. You said \$10,000 Wow what could you do with it. The additional \$26,000 that we have to pay in legal fees because the postponement of a lease agreement and closing of the fire station we pay \$38,000 in legal fees. I asked if there were grants; you said no one asked. I asked that question. I gave a lot of different suggestions about getting fundraising. How many people have written a check to Providence as a donation? You want to do the \$16 then give it to Providence. I went to the March 18, 2011 minutes that was at a retreat for the former Council where Jack said “If we don’t get funding we are going to go out of business in 2013.” Everyone was upset with that. There was other planning that was done in May. A new council came in and the decision was a new municipal fire district I was asked to trust Councilwoman Hadley and the Mayor. I did that. I think we hurried and we did not look at all of the consequences of a small town taking over trying to run a fire department. I said this in September. I am saying it now. It is very hard to sustain it. When you talk about fund balance Jack in a presentation said if we get 3.6, which is what the rate is for Providence, we will have enough money to put in our fund balance. And yet, that is not the case. What is the \$ amount? Does it become 4.5 or 6 cents? I hear that they still want to meet and discuss. I sat in this room with you on Friday. I did not get that impression that you wanted to continue any discussions. We could have a vibrant, sustainable, best of service and best of class fire department if it was a Western Union fire department. I heard the gentleman that was the fire fighter for 10 years and he is from Fort Mill. Wesley Chapel and Stallings (ISO 5 rating) have professional fire fighters from Charlotte, Fort Mill, Rock Hill, Monroe, Wingate and Concord. Whether it is Providence or Wesley Chapel or Stallings, all of our fire fighters are wonderful. I have always said that. If there is a fire, feet don’t fail me now. I am running in the opposite direction. These men and women run into the fire. Think about 9/11. For me it does come down to what is the most viable option that is sustainable. I heard the last gentleman say we need something sustainable. Yes we do. Are you willing to put more money into your fire department and in two years have them come back and say well we need a truck or this or that? I’m looking and going when do I get another call and another rally that if we don’t get more money “we are going to throw the keys on the table,” which is a direct quote from May of 2011, and we will have to walk away. That is not giving public safety the right and the ability to maintain itself. That is what I am concerned with. I am not for or against any. I resent when it has to be an us or a them. I heard the word brotherhood of fire fighters but I guess that is not the case. I want to preserve the history of Providence but I also don’t want to dis Stallings and Wesley Chapel.

Mayor Pro-Tem Titherington – It is important that everybody realize that we do have three wonderful departments. They do a tremendous job for us. Providence services about 65% of the Town, Stallings services part and Wesley Chapel. As you talk to the residents of the Town of Weddington they are all very pleased. Realize they are backing each other up. If there is an issue in this section, you have Wesley Chapel. These folks all work together. If you look at the total general fund that we bring in and if you add the police in – it’s about 62% -63% of our total budget goes to public safety. Our budget in 2016 fire expense based off of the latest information is going to be \$923,608. That is what we have budgeted. I have talked to the Chiefs and the Council and they all agree. We approve \$100,000 out of that savings fund. To us that has to be looked at. That is an ongoing expense to replace your equipment. That \$923,608 incorporates that. If you were to look at that, our Town has a \$2.1 billion tax base. That is what all the homes in the Town of Weddington represent. We bring in \$1.8 million. All of this will be on the website. The scary part for us are the two unknown parts when we go through the process. Right now there was an analysis done to run the Town takes about 1.65 off that report. If you convert

that \$923,608 to a tax rate, that is 4.6. I thought it was very helpful to have the open house Sunday. Jack said the average in the County is 4.2; we are budgeted to spend 4.6 this coming fiscal year. The Town is spending your money in the area that it needs to be. If you take that 4.6 and we add that 1.65 to run everything else including the deputies you see here that is 6.25 cents. The tax rate is 5.2. We are upside down when you look at it from that perspective. We are going into our rainy day reserve fund. That is the concern. You can only draw down your savings account towards 0. Now the options do become – do we take our taxes up? That one penny is not \$16 per house. On a \$400,000 home that is \$40. We are trying to put this in easier format. Leslie would tell you the way you have to run your balance sheet through county government is not GAAP accounting. The numbers are significant. It is a serious issue. This is not a takeover. Thank you for your time.

Councilman Smith – I was around and involved with the fire service. One of the things that concerned me was it did seem rushed. I didn't see any information supporting the fact that why it was good and how it would benefit us. I went out and I interviewed and I did my homework for the next several years. This is not a conclusion I came to lightly. This has been a long road for me. I was a fire fighter and I was a police officer for 33 years as a career in the emergency services. I am very passionate about public safety. We are not doing anything that would put this Town at risk. I have spent my life in public safety. I continue to do that now. Your comments are very important. I encourage you to continue to come out and tell us what you think. We are trying to move forward with the most effective public safety program.

Mayor Deter – Thank you all for coming out and remaining calm during your presentation. I understand. I live over in the part of town that was covered by Wesley Chapel. It has been said over and over again this has nothing to do with the quality of service. We are blessed to have three very strong, well trained, and dedicated fire departments service this Town. Why are we giving a fire station to Wesley Chapel? Why are we taking on their debt when we don't have any debt? If you think about it, if we do a consolidation, the us and them at the end of the day is us. We are still thinking in terms of two different companies. When you step back look at this holistically. We are focusing on two local fire departments. We see a vision of two strong, robust and regional fire departments. That is where I see our vision. We are not down on Providence Fire Department. They run very tight budgets. The problem is their revenue base has shrunk over the years. Charlotte has grown and they lost some area. That is the crux of the problem. The Town is looking at we don't feel we can make that up. I don't think we will lose quality. We have quality in all three fire departments. There is a big concern about insurance rates going up to a 9. I don't know how we can assure that. I appreciate everyone coming and the input.

Town Attorney Fox – It is my opinion Councilwoman Hadley has no financial interest in Providence Volunteer Fire Department. Under N.C. Law if you do not have a financial interest then Councilwoman Hadley has to participate in the vote as a part of your duty as an elected official.

Item No. 5. Review and Consideration of Motion to Direct Attorney to Draft Resolution Regarding Fire Service.

Town Attorney Fox will be drafting a resolution. The crux of the resolution is to dissolve the fire service district and move the taxing authority back to the County.

Councilwomen Hadley – Under any and all circumstances? The resolution is full autonomy to the County?

Councilman Smith – These are private companies. The County is the taxing authority. People are under the assumption that the County has total control over these companies and they don't. The fire chief has control over the fire company. They will decide how much staffing is there. The County doesn't indicate that. They do have some say.

Town Attorney Fox – In 2012, the former Council asked me to develop a resolution. At that time the resolution was to withdraw the consent that the former Council in 2003 had given to Union County for the Providence, Stalling and Wesley Chapel Volunteer Fire Departments to be included as a corporate territory of Weddington within the districts that were created. In 2012 in order to create a municipal fire service district, the council sought to withdraw that and revoke that approval to put the control back into the City for incorporated territory. I would assume then at this point there are a couple of things on the table. One, review the options that have been identified in the McGrath study - one of which was possible consolidation of the Wesley Chapel and Providence Volunteer Fire Departments. I would assume the action to deal with Union County would not affect that one way or the other. The other thing I heard is to get the Town out of the fire protection service business and put that back in Union County's control as was the case prior to 2012. I would assume the resolution would express an intent of this body that it would consent to Union County for Union County to include the incorporated territory within Weddington that is serviced by Stallings, Wesley Chapel and Providence back into the fire districts that have been created in Union County.

Councilwomen Hadley – Has the County been asked or could there be a provision in the resolution that the County accept the Weddington district as opposed to having the autonomy part? I am fearful of putting the lines back where they were. It was a very simple thing. The line in 2011 obviously did not serve public safety. The least resistance would have been for the County to have moved those lines but they did not. Has the County even been asked specifically to take the Weddington district as it is and have them to be the taxing authority of that district?

Mayor Deter – We met with the County to see what the implications and issues would be. They would not make a definitive answer. They did indicate the Town had to first make a decision. If the Town makes that decision then we would send that resolution to the County Commissioners. They would then act on that favorably or unfavorably. They would then direct the Union County staff to assist to get that done.

Town Attorney Fox - What I hear is Councilwoman Hadley is asking if the resolution incorporated an expression from the Town the way the district is maintained and what is created by Union County.

Mayor Deter – We did not talk specifically on the County but the general idea is no.

Councilwoman Harrison – We said specifically we do not want to have the lines moved.

Mayor Deter – The County is receptive under a combined approach. It is paramount the lines can't change. The premise we had was we don't want fire lines going back to where they were. Because we got indications from both fire departments that they were interested in pursuing this, that is the approach we took with the County. We asked "What are the issues?" They said it was a timing thing to truly capture consolidation savings you can't do it as

two stand alone fire districts. We got that from Jeff Yates. He said as two separate entities you can't capture the savings.

Town Attorney Fox – It sounds like everybody is in agreement that there was to be a consolidation to the departments. The lines are not an issue and they will be preserved. That will be a mandate. However, if consolidation does not occur then you still have 2 or 3 service providers and there the language will be the Town seeks and encourages the County to preserve the existing lines.

Mayor Pro-Tem Titherington – From my perspective it is a mandate on both. If they choose not to come together then it still needs to be a mandate on those lines.

Town Attorney Fox – What you will be doing is authorizing by your consent to put Providence, Stallings and Wesley Chapel back into fire department districts as created by the County. The question is when they do that do they preserve the lines that we currently have. It is a statement of intent and desire is what a resolution is. It is not final. Dialogue can still go on about consolidation.

Town Attorney Fox – The Town intends to cease providing municipal fire services. Tentative to that will be the equivalent fire tax incorporated in tax rates will be possibly changed. You are asking the County that contingent upon a consolidated fire service model with the consolidation of Wesley Chapel and Providence that the County will recognize the existing lines that exist within the Weddington municipal district and the Town will consent to the inclusion of the incorporated territory back into the County.

Councilwoman Hadley – The County knows they need to improve their model for fire. It is my opinion we would be better served to slow down the process and work with the County as far as communicating with them whatever options they are looking at instead of rushing to judgment.

Councilman Smith moved to direct the Town Attorney to draft a resolution regarding the fire service.

AYES: Councilmembers Smith, Harrison and Mayor Pro Tem Titherington
NAYS Councilmember Hadley

Item No. 6. Adjournment. A motion was made to adjourn the February 25, 2015 Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley, Harrison and Mayor Pro Tem Titherington

The meeting adjourned at 9:41 p.m.

Bill Deter, Mayor

Attest by: Peggy Piontek, Town Clerk

Transcribed by: Tonya M. Goodson

**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
THURSDAY, FEBRUARY 26, 2015 – 5:30 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on February 26, 2015 at 5:30 p.m., with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Finance Officer Leslie Gaylord and Town Administrator Amy McCollum

Absent: None

Visitors: Cathy Killough Brown, Andy Stallings, Peggy Stallings, Jeff Robilliard, Walton Hogan, Jane Duckwall, Don Sinclair, John Houston, Betty Houston, Joe Dietrich, Charlotte Dietrich, J.B. Houston, Steven McLendon, Andrew Stallings

Item No. 1. Open the Meeting. Mayor Deter called the February 26, 2015 Special Town Council Meeting to order at 5:30 p.m.

Item No. 2. Review and Consideration of Resolution Regarding Fire Service.

Mayor Deter – The Town hired an outside consultant to give us some insight into fire service for the Town of Weddington. He had several recommendations. One was to look at the Town facilitating consolidation between two departments to drive percentages of cost savings. That is what the Town is trying to do. Everyone needs to understand that Volunteer Fire Departments are totally separate independent businesses and the Town has no influence over them. We are trying to facilitate this with the residents of Weddington. We see it as an opportunity for a cost savings and maintaining good fire protection for our Town.

Councilwoman Pam Hadley – When I first read the Title “as created by Union County”, I understand that it is talking about the existing Volunteer Fire Department districts as created by Union County. When I first read it, I had to go back and read it again because it is following with existing Weddington Municipal Fire Service lines. And they are within the Fire Department districts as created by Union County. Councilwoman Hadley stated that it could be misinterpreted referring to several matters in the Resolution, and provided changes some of which are now reflected in the revised Resolution that was approved and is included as part of these minutes.

Councilwoman Hadley – On the last paragraph on that page, “..further resolved that the Town of Weddington shall seek the consolidation of the Providence Volunteer Fire Department or the Wesley Chapel Volunteer Fire Department or shall establish a unified single fire department.” I would prefer that “shall establish” be replaced with either “facilitate” or “seek” as it says in the “seek consolidation”. The only question I have is according to this I feel like that if no consolidation or merger is accomplished basically it is saying that the Town is on track to pay the \$750,000 to seek or facilitate the unified single fire department. I am going on record saying that according to this document it leads me to believe that if the consolidation or merger is not successful then we are on track to pay the \$750,000 to buy out Providence for no cause.

Councilwoman Harrison and Councilman Titherington both provided minor changes which are also reflected in the revised Resolution that was approved and is included as part of these minutes. Councilman Michael Smith moved to approve the Resolution with the recommended changes as discussed and to send to Union County.

AYES: Councilmembers Smith, Titherington, Harrison
NAYS: Councilmember Hadley

**RESOLUTION BY THE TOWN OF WEDDINGTON TO CEASE PROVIDING
MUNICIPAL FIRE PROTECTION SERVICES PURSUANT TO G.S. 160A-209 AND
ARTICLE 14 OF CHAPTER 160A AND CONSENTING TO THE INCLUSION OF ITS
INCORPORATED TERRITORY WITH THE EXISTING WEDDINGTON MUNICIPAL
FIRE SERVICE LINES WITHIN THE VOLUNTEER FIRE DEPARTMENT DISTRICTS
AS CREATED BY UNION COUNTY
R-2015-03**

WHEREAS, fire protection services are currently provided by the Town of Weddington to its citizens pursuant to G.S. 160A-209(c)(13) and Article 14 of Chapter 160A (“Municipal Fire Services Model”) and through certain fire suppression agreements between the Town of Weddington and the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department (“Fire Suppression Agreements”); and

WHEREAS, the Fire Suppression Agreements are authorized pursuant to Session Law 2013-39 and Article 3 of Chapter 160A; and

WHEREAS, the Providence Volunteer Fire Department was previously funded through a fire protection fee charged to residents located within their respective fire protection district pursuant to Senate Bill No. 1150, Chapter 883; and

WHEREAS, the Stallings Volunteer Fire Department was and is currently funded, in part, through a fire protection fee charged to residents located within their respective fire protection district pursuant to Senate Bill No. 1150, Chapter 883; and

WHEREAS, the Wesley Chapel Volunteer Fire Department was originally funded through a fire protection district fee charged to residents located within a fire protection district established pursuant to Senate Bill No. 1150, Chapter 883, and the Wesley Chapel Volunteer Fire Department is currently funded, in part, through a fire service district tax charged to residents located within the Wesley Chapel Volunteer Fire Department fire service district that was established pursuant to G.S. 153A-300 *et seq.*; and

WHEREAS, the Weddington Town Council enacted Resolution R32 on February 25, 1993, consenting to Union County’s initial inclusion of incorporated territory of the Town of Weddington within the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department fire protection districts; and

WHEREAS, the Weddington Town Council enacted Resolution R-2003-07 on May 12, 2003, supporting the conversion of the Wesley Chapel Volunteer Fire Department fire protection district to a fire service district and the inclusion of incorporated territory of the Town of Weddington within that fire service district; and

WHEREAS, the provision of fire protection services to the citizens of the Town of Weddington by three different volunteer fire departments funded through varying fees and taxes led some to believe that inequities existed in the provision of fire protection services within the corporate limits of the Town of Weddington; and

WHEREAS, as a result of the Town of Weddington desiring the Town of Weddington to oversee and fund the provision of fire protection services within its corporate limits, the Weddington Town Council enacted Resolution R-2012-06 on May 14, 2012, withdrawing its consent to the inclusion of its incorporated territory within the Providence Volunteer Fire Department and the Stallings Volunteer Fire Department fire protection districts, and the Wesley Chapel Volunteer Fire Department fire service district, and providing to citizens of the Town of Weddington fire protection services through the Municipal Fire Services Model and through the Fire Suppression Agreements; and

WHEREAS, as a municipal fire services district, the Town of Weddington moved the fire district lines within the Town that provided greater territory for the Providence Volunteer Fire Department and insured that Town residents, to the greatest extent possible, were served by the fire department closest to their residence; and

WHEREAS, the Town of Weddington retained the McGrath Consulting Group (“McGrath Group”) in November 2014 to assess the operating budget of Providence Volunteer Fire Department (“McGrath Study”) and the McGrath Group concluded that the funding for Municipal Fire Services Model was insufficient; and

WHEREAS, the McGrath Group identified the following options for the Town to better manage fire cost and fire protection services: (1) The Town of Weddington maintaining the status quo; (2) The Town of Weddington establishing a service agreement with one agency for their entire municipal service district; or (3) The Town of Weddington seeking a consolidation of the Providence Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department; and

WHEREAS, the Weddington Town Council has carefully considered the McGrath Study and has investigated the Town’s oversight and funding of fire protection services and the structure of fire protection service providers within the corporate limits of the Town of Weddington; and

WHEREAS, the Town’s investigation has revealed that between 2008 and 2012, the Town of Weddington gave more than One Million Dollars (\$1,000,000.00) to the Providence Volunteer Fire Department, above the amount Providence Volunteer Fire Department received from Union County fire fees; that between 2012 and 2013 the Town of Weddington moved the fire district lines favorably benefitting the Providence Volunteer Fire Department by an additional Two Hundred Seventy-One Thousand Dollars (\$271,000.00); that in 2013 the Town of Weddington paid over Nine Hundred Thousand Dollars (\$900,000.00) to renovate the fire station buildings to satisfy building code requirements; and that if its FY2015-16 budget request is held flat, Providence Volunteer Fire Department is projected to have an operating deficit of approximately Seventy-One Thousand Dollars (\$71,000.00); and

WHEREAS, based on the Town’s investigation, it is no longer thought to be in the best interest of the citizens of the Town of Weddington for the Town to continue to oversee and fund fire protection services within the Town’s corporate limits through a Municipal Fire Services Model; and

WHEREAS, the Town of Weddington believes that cost savings could be achieved for its citizens through the following: the dissolution of the Municipal Fire Services Model; the inclusion of its incorporated territory in a Union County fire district; the consolidation of the Providence Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department with shared governance and financial oversight; and/or the establishment of a unified, single fire department to serve the incorporated territory of the Town of Weddington; and

WHEREAS, the Town of Weddington hereby notifies Union County of the Town of Weddington's intent to discontinue providing municipal fire services subject to the consolidation of the Providence Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department or the establishment of a unified, single fire department to serve the incorporated territory of the Town of Weddington; and

WHEREAS, the Town of Weddington desires for Union County to include the incorporated territory of the Town of Weddington within a Union County volunteer fire department district that preserves the fire district lines of the Town's municipal service district on July 1, 2015; and

WHEREAS, the Town of Weddington also consents to Union County's inclusion of the incorporated territory of the Town of Weddington in a Union County volunteer fire department district that preserves the fire district lines of the Town's municipal service district; and

WHEREAS, the Town of Weddington and Union County will work to ensure that no citizen of the Town of Weddington will go without the same or similar level of fire protection service that is currently being received during this transition period; and

WHEREAS, the Town of Weddington intends that the ISO ratings for the incorporated territory of the Town of Weddington will not be impacted in a manner that results in an increase in fire insurance rates as a result of the transition in funding and oversight of fire protection services from the Town of Weddington to Union County; and

WHEREAS, the Town of Weddington intends to maintain appropriate Fire Suppression Agreements with the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department to provide fire protection services to citizens of the Town of Weddington pursuant to Session Law 2013-39 and Article 3 of Chapter 160A.

NOW, THEREFORE, BE IT RESOLVED THAT pursuant to the terms of this resolution, on July 1, 2015 and thereafter, the Town of Weddington shall no longer provide municipal fire services and shall cease charging its residents a property tax rate that incorporates the equivalent fire protection fees and fire service district tax rates; and

BE IT FURTHER RESOLVED THAT the Town of Weddington shall seek the consolidation of the Providence Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department or shall seek a unified, single fire department to serve the incorporated territory of the Town of Weddington; and

BE IT FURTHER RESOLVED THAT the Town of Weddington will consent to the inclusion of its incorporated territory within a Union County volunteer fire department district that preserves the fire district lines of the Weddington municipal service district effective July 1, 2015; and

BE IT FURTHER RESOLVED THAT the Town of Weddington's consent shall be subject to Union County sharing with the Town of Weddington its plan for including the Weddington incorporated area in the Union County fire district and the Town Council of the Town of Weddington's approval of the plan.

Adopted this ____ day of _____, 2015.

Bill Deter, Mayor

ATTEST:

Amy McCollum, Town Clerk

Adopted and agreed to by Union County, North Carolina, this ____ day of _____, 2015.

For Union County:

By: _____

Name: _____

Title: _____

Date: _____

Item No. 3. Adjournment.

The meeting adjourned at 5:50 p.m.

Bill Deter, Mayor

Attest by: Peggy Piontek, Town Clerk
Transcribed by: Tonya M. Goodson

**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
TUESDAY, APRIL 28, 2015 – 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on April 28, 2015, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox and Finance Officer Leslie Gaylord

Absent: Mayor Pro Tem Don Titherington

Visitors: Cathy Killough, Andy Stallings, Peggy Stallings, Jeff Robilliard, Walton Hogan, Jeff Gross, Marsha Gross, Don Sinclair, Barbara Sinclair, Joe DeSimone, Mary Ann DeSimone, John Houston, Betty Houston, John B. Houston IV, Sean H, Robert Henderson, Locke & Jean Stuart, Janice Propst, Elizabeth D. Propst, Bill Price, Monica Rushton, James Rushton, Kenny Schott, Larry Wood, Kimberly Crooks, George Laustsen, Betty Laustsen, Dave Ruths, James Kazmierski, Lynn Cavin, Laura Cavin, Jane Kombs, Sonja Kombs, Mary Knoble, Charlene Connor, Nancy Anderson, Ted Davis, Bob & Janice Wetteroff, Eric Anderson, Ken Sidney, Louis Iglesias, Tyler Iglesias, Kathie Burch, David Basri, Frank Weber, Paula Smith, Tom Smith, Kim Moore, Robert Burns, Joyce Plyler, Teresa Turner, Reid Turner, Beth Mikes, Marty Kennelly, Chris Drost, Jim Drost, Christi Cosasino, Stanley Wilkinson, Jon Horn, Debbie Keiser, Tracy Stone, Reid Turner, Donna Brumbaugh, Edwin Brumbaugh, Darryl Robison, Brooks Bloxom, Luke Hinson, Chet Hill, David Sommey, Genny Reid, Ralph Warner, Adam Warner, Jayna Errico, Doris Bioxom, Leslie Barry, Ted Watson, Judy Johnston, Steve Boynton, Tyler Uebele, Jim Reichenbach, Jon Zakery, Andrew Moore, Ron & Brenda Williams, Beth Caskey, Maureen Nappi, Shiel Hasenfus, Brian Mason, Beverly & David Gilliam, Debbie Fox, Chandra Hollier, Alice Peterson, Charles Peterson, Adam McEwan, Silvano Ferrazzo, Susan Fahy, Jim Fahy, Hector Hernandez, Chris Demaio, Pat Robinson, Harlay Sefcik, Jeremy Hromada, Jennifer & Christopher Young, Robert Anderson, Kim Dunn, Martha Schmoucker, Omar Qureshi, Ted Watson, Lynn Roberts, Lisa Roberts, Scot Rosenthal, Cathy Cosentino, Edmund Cosentino, Carli Socentino

Item No. 1. Open the Meeting. Mayor Bill Deter called the April 28, 2015 Special Town Council Meeting to order at 7:05p.m. There was a quorum.

Item No. 2. Discussion & consideration of contract extension with COG for Clerk assistance.

Mayor Bill Deter made the Council aware of the new Administrator/Clerk who would start May 5th. He got with COG and was able to extend the clerk contract through May 11th.

Councilwoman Harrison moved to accept the contract extension.

AYES: Councilmembers Smith, Harrison, and Mayor Pro Tem Titherington

NAYS: Councilmember Hadley

Item No. 3. Review and evaluate PVFD response to letter over a financial plan.

Mayor Bill Deter - I want to set these up here, and I'm going to make a few comments before we get started. That is, why are we here, and let me provide you some background in context. In July of 2013, an independent consultant was retained to examine and provide recommendations for long-term fire service for the Town of Weddington. In November of 2013, this fire study, known as the McGrath Report, was completed. In December of 2013, the Council started reviewing and discussing this plan as part of these discussions. Providence was asked what their long-term plan is. In effect, where do they see themselves in three to five years, and what is their plan to address their weakening financial situation. At the Town retreat in February of 2014, the Council looked at an analysis to see if the financial issues surrounding Providence would be resolved as the Town grew to its full potential. They do not. At that time, the Council again asked Providence about their long-term strategic plan and what were their expectations and solutions to the shrinking territory and revenue from Mecklenburg County? The same "can we grow out of this problem?" analysis. Well, let's look again, at the February 2015 retreat. The outcome was the same. At the January 2015 Council meeting to help with the cash flow problems and declining fund balance, Providence requested fire service payments from the Town to be paid quarterly in advance. And I believe at one time in the past, we used to do that before we went monthly. This has been implemented. At our February retreat, Providence requested a flat budget for fiscal year 2015/16 as did the other VFDs. However, Providence's flat budget request results in a \$71,000 deficit. With the projected \$71,000 budget deficit, their funds will be exhausted before the end of the fiscal year, and it will be unable to meet financial obligations and its service obligations to the Town under the current agreement. This does not include the additional Town spending for fire trucks or the fire station. As previously mentioned the Town has historically provided additional funding and support at Providence's request. These continued increases are not sustainable by the Town, not warranted by the nature of the services that Providence provides, and not a judicious use of the Town's limited resources. Over this same time, a series of meetings with Providence, Wesley Chapel and other stakeholders have been held, approximately 40 or more meetings. And in anticipation of Providence's financial problems, the Council has encouraged them to find solutions, including a potential consolidation with Wesley Chapel. Providence has rejected this approach, and as far as I am aware, has not identified other ways to improve their financial health. While the Town cannot require Providence to merge, we are also not required to meet their increased funding demand or subject Town residents to a fire protection model that is broken and can soon be insolvent and in a long term to jeopardize fire protection service. In April, Providence was sent a letter requesting detailed documentary evidence of their financial viability. These two red binders are the results of that request. However, most of the information contained in these binders is not relevant to the Town's request or has been seen by the Town Council before. I have pulled nine pages from the hundreds presented. I have selected these pages because they are the only ones that address the financial viability of Providence. I will speak briefly to these nine pages and open up things for discussion among the Council members. The original retreat budget has been submitted in these documents with approximately \$76,000 in expense reductions that Providence thinks fixes the problem and demonstrates their financial viability. There is no discussion of how to fund a significant cost approaching new fire trucks. There is no discussion on how they plan to address the continuing loss of territory and revenue from Mecklenburg County. There is no discussion of where they will be in the next two to three years. A quick review of their performance to budget, this fiscal year, 2014/15 is also quite concerning. While Providence submitted six months actual spending to plan, I have updated to reflect the nine months spending that was in the plan they sent to the Town last month. They are already over budget on four expense categories and are projected to be over budget on additional seven expense categories before this fiscal year has ended. I will now open this up for Council discussion.

Councilmember Michael Smith - I have reviewed the financial statements, and basically, pretty much concur with what your assessment is in which you just read. So I really have no further comment other than I pretty much concur with the findings.

Councilwoman Pamela Hadley – I continue to hear the Providence Volunteer Fire Department is not financially solvent. Well, of course they aren't if we do not adequately fund them. Fire departments are funded by taxpayer dollars. Every fire department in the country would go broke if the taxpayers took away their funding. We, the taxpayers of Weddington, want to adequately fund them. It's not the Town's money. It's the public's money and what I hear the public saying is, pay them with our money. The argument has been made that the Town will go broke if we continue funding Providence Volunteer Fire Department. Numbers can dance on a piece of paper any way the author directs them. Let's look at the bigger picture. Weddington's income per capita is the second in the county, the third in the state. We have a population of 10,000. We have a property tax value of approximately \$2 billion. In comparison, Wesley Chapel's Volunteer Fire Department district has a tax base of \$4 billion with two stations, and approximately 30 square miles. That is two stations with a \$4 billion tax base, compared to one station, with a \$2 billion tax base. Providence has a budget of approximately \$700,000. Wesley Chapel has a budget of approximately \$1.8 million. So who is the most frivolous department? Who operates on less? These numbers should clearly alleviate any concerns of a funding gap and make it crystal clear that the Town can afford to fund the conservative budget we have been presented with. If you combine the municipal property tax rate with a corresponding fire district tax rate, Marvin's residents pay 7.81 cents. Waxhaw's residents pay 37.86 cents. Mineral Springs pays -- residents pays -- 7.33 cents. Wesley Chapel Village residents pay 4.46 cents. Depending on which fire district they are in, Stallings residents pay either 25.78 cents or 26.76 cents. Indian Trail pays 21.31, 22.78 or 23.76 cents for their municipal and fire tax. So citizens in the surrounding community pay an average of 19.76 cents for their town and fire. Weddington citizens pay 5.2 cents. So what about the comments addressing increasing costs? That Providence comes back for more money every year? The average fire tax rate in the county is 4.21 cents. It's been suggested that we pay 3.74 cents for fire service here in Weddington. The average increase for the majority of the fire departments in the county for year 2015 versus 2014 was 20 percent. That is a 20 percent increase, '15 over '14 for the majority of the fire departments in the county. That is the average. We have with us tonight Peggy Altry. Peggy, if you are in audience, will you please stand up. Peggy wanted to speak tonight and share her story that happened Easter Sunday, April 5th of this year. Her home caught fire and burned completely. Her daughter was burned and had to be airlifted to the burn center in Winston-Salem. She attributes saving her daughter's life to a response time of only four minutes. I attribute Providence Volunteer Fire Department saving her daughter's life to not just the proximity and the response time, but having four certified firefighters, of which two are EMTs, as the first responders. Peggy is asking this Council to use her tax dollars to support our local fire department. So the net of the financial picture clearly shows we have a tax base to support the budget that Providence Volunteer Fire Department has requested. That level of funding is well below the average in the county and even in the state. That the increases per year are well below what other departments show. Poor planning on the part of the Town does not constitute an emergency for the citizens Weddington, the county and the state.

Councilwoman Barbara Harrison - I only have a few comments, but I guess I'm going to comment against what Pam said. She said we have a \$2 billion tax base. We have a \$2 billion asset for one station. Wesley Chapel has four [billion] for two stations, which you divide two into that is two. 1.8 for Wesley Chapel is their operating budget. Providence is 700,000. Wesley Chapel pays for, out of their 2.8 cents tax rate, for two loans and for their fire department equipment, meaning their trucks. If Providence was so viable, why could they not get a loan on

their own? I mean, I have seen a flyer where they have \$3 million worth of assets. Why can't they get a collateral loan to pay for their operations to their fire department and to pay for a fire truck? That is why we created the municipal fire district; I could quote a couple of items in there that were said by the then Pro Tem Mayor Dan Barry and our former Mayor Walker Davidson. About every two years the citizens have a right to decide how their fire service was done. Every two years. So for me, when I look at the numbers, asked a couple of questions. One, I don't see Mecklenburg has changed, and yet, I do know that last night the Charlotte Council just approved the Waverly property, 84 acres to go into Charlotte to be annexed, and so that is all out of Mecklenburg. I don't see what Union County is going to give Providence. So I look at these numbers, and what I know is yes, they cut them, and I believe if we continue forward within two months, they will be asking for more money. When you say poor planning, on whose part? It has never been the Town that was in the fire district or fire service until 2012. So I am concerned that if we go forward as is, it's not a 6 cents raise. And I know you say everybody in here is willing to do that, but there are people, I have heard from those people, who do not want their taxes raised. Not everybody in this town had their house assessed lower. There were people that got 7 to 10 percent increase in their assessment. But in the end, we will get 5 percent less than what we had before. This is not an easy decision. But we have to do what is best. Not for just today, but for the future and I would like to read some quotes that were said in the February 9th, 2012 council meeting, when at that point, we were asked to talk about sending out a letter when we were going to create the municipal fire service. And the first thing is, Councilwoman Hadley – “We were elected to do the research to make the decision. I think the vote this past November reflected exactly what the majority of the people wanted. I will prefer to have something more in hand, like what I took into Williamsburg last fall. I will offer clarity and transparency, but at some point, you can cross that line where you give too much information.” Mayor Pro Tem Barry – “People elect us to use our common sense and good conscience to make a decision and sometimes in this republic, it is in their best interest, it is in their best interest but they do not like it. We are going to have to help this community make some very difficult decisions about fire service. The five of us are going to have to make the decision, not the 10,000 people that live in Weddington.” I'm not ad-libbing. It is out there on the web page, and it's on the minutes from February 2012. What I see is that now that there is a difference in what is going on, these two people don't want to give all of the information, and now want the entire 10,000 people to make the decision. Again, I'm looking not only today, but in the future, and I can't see where it's going to be a viable solution for Providence to continue the way they are. Thank you. I'm done.

Items. 4. Review, evaluate and authorize continuing FSA with PVFD, enter into a FSA with WCVFD and/or terminate existing FSA with PVFD.

Mayor Deter - Unless there is more discussion, I think the action we have at hand based on financials that were submitted here and the ones that I have and the Council has, looking at whether we should continue the FSA with Providence, or should we authorize the Town Attorney to take steps to terminate the FSA with Providence.

Councilwoman Hadley - I move to continue with Providence Volunteer Fire Department, and to adequately fund them for the 2015/2016 budget year. Let's look at the conversations we have had with the public. In January, we announced the recommendations of the fire study. To quote the Mayor, I see two options presented: raising taxes, or see if there is an interest in the fire departments consolidating. Before we go down the road of increasing taxes, let's go down the road of seeing if there is potential to entertain consolidation. Meetings were scheduled to work on the logistics of dissolving the two fire departments and in creating a new company. At the Council's February meeting, Council reported the status of these meetings, and the Mayor Pro Tem reviewed the chart, showing the breakdown of cost for the Town, and that we spent 53 percent of our total revenue for public safety. I reported communication from the North Carolina

Department of Insurance that called into question the possible consequences of implementing a consolidation by July 2015. February 25th and 26th meetings were called to dissolve the municipal district and give back the taxing authority to the County. At our March 9th Council meeting, I reiterated what the Mayor had stated during public comment, at the county commissioners meeting on March 2nd: (1). Hemby Road stays open. (2). There will continue to be four firemen staffing 24/7, 365. (3). There will be no decline of service. (4). The State Fire Marshal and the County Emergency Services Director said there will be no increase in homeowners insurance. Again, I shared yet another letter from the North Carolina State Department of Insurance that clearly communicated consequences that had the possibility of increasing homeowner insurance rates, especially working on a timeline of implementing a change, July 2015. It was approved by the Council to advertise a letter of commitment signed by the Town and Wesley Chapel Volunteer Fire Department. It was not approved to advertise Providence Volunteer Fire Department's proposal that included the four areas of agreement, but went on to explain the consequences of not working with the North Carolina Department of Insurance and why a timeline to create a consolidation would better serve the citizens if implemented by July 2016 instead of July 2015. On March 16th, the County Commissioner's budget meeting revealed the staff making a recommendation to the Commissioners for a county wide tax. At Council's April 13th meeting, due to the uncertainty of the County's actions and how that could affect Weddington, Council withdrew the resolution sent to the County in February to take back the taxing authority for our fire service. The Mayor went on to request a motion to terminate the service contract for Providence Volunteer Fire Department and present a contract to Wesley Chapel Volunteer Fire Department to provide fire service to the entire Town of Weddington. And that finds us here today, 15 days after the motion to terminate Providence Volunteer Fire Department and contract with Wesley Chapel Fire Department, making a decision that has not been embraced by the citizens, a decision that has too many uncertainties regarding the primary concerns of the public. Those uncertainties include, but are not limited to, staffing of four certified firemen, two of which are EMTs, 24/7, 365 that has been promised by the Mayor time and again on public record, e-mails and in the media. The contract with Wesley Chapel has no provisions guaranteeing that promise. The Mayor even stated at the March Council Meeting that staffing would be determined by Wesley Chapel Volunteer Fire Department. One would be left only to assume this promise of staffing has now been broken. There will be no decline of service - that has also been promised. Tell me how there will be no decline of our current service when staffing is decreased, and apparatus is decreased to the levels of the substation requirements. The North Carolina Department of Insurance regulations require response of two independent companies. What this means is that two Wesley Chapel volunteer stations responding to a fire will not meet those requirements. Our automatic aid will suffer now because we have to go further down the road increasing response times, and have Waxhaw, Mineral Springs, Bakers, Stallings and even Hemby Bridge on the staff plan for the first tones that are called by 911. The State Fire Marshal and the County Emergency Services director said that there will be no increase in homeowners insurance is misleading, certainly not acknowledging the obvious communications with the state, and is simply not the truth. Because this is a disputed and contentious subject, I would like to call the two experts, the authority in the audience David Summey and Chad Hill to the podium. Could someone outside ask if David Summey and Chad Hill are here?

Mayor Deter - All right. Go ahead and finish. You gentlemen stand back, please.

Councilwoman Hadley – David Summey is the inspection supervisor and Chad Hill is the fire rating inspector with the Union County State Fire Marshal.

Mayor Deter - This is not a public hearing. I will tell you what, we've got plenty of press here, and we've got plenty of people. These gentlemen will have plenty of time to talk to the press and the people when they want to.

Councilwoman Hadley - You have the right to ask questions of expert opinion.

Town Attorney Fox - It's not a public hearing.

Councilwoman Hadley - I'm not saying it's a public hearing. I asked do I not have the right to substantiate my motion by asking experts questions that might influence my motion.

Town Attorney Fox - At this point, the Council was soliciting comments from each of the Council Members. It is a point in time in the meeting where you are allowed to provide comments as a Council Person. It does not include third party input into those comments.

Mayor Deter - Do you have any additional comments?

Councilwoman Hadley - I do have additional comments.

Mayor Deter - Continue.

Councilwoman Hadley – I would think that over such a disputed and contentious subject having two experts not be able to talk to us as a Council and the public, is a disservice, and I would like to go on record that it is not acceptable, as far as I'm concerned. So I wanted to ask -- I wanted to ask these experts exactly what the process was so that we could understand the regulations and procedures that they have to adhere to. I am sorry, once again, that Council is unable to let this happen.

Councilwoman Hadley - What they would explain to you had they been able to answer is that there is a process. They come down and they do a survey. It has to be presented to ISO, and then it comes back for more paperwork. This is not a process where you have a new company or a new fire district come in. It doesn't happen that way, and it doesn't happen fast. Hopefully, you will be able to get these questions answered for yourself after the meeting. The other question that I was going to ask them is does this change have the ability to affect citizens in Wesley Chapel's district - those not in Weddington, specifically Marvin, unincorporated Union County and the Village of Wesley Chapel. Per Wayne Goodman, who is the Insurance Commissioner and State Fire Marshal, therefore, if an established fire insurance district or an established fire department serving as the primary or as automatic aid assisting the fire department of a fire district is abolished or undergoes significant alterations, we are limited on what we can do since a major portion of the rating of the ISO is based on these. Results of any significant alterations could possibly require the overall rating of the ISO be reduced to the minimum required within the state - a class NC 9S. In other words, assuming a town or county does not make appropriate arrangements to offset the effects of the fire department closure, then homeowner's rates for that district would most likely go up. According to the action plan submitted to the state by Wesley Chapel Volunteer Fire Department, the Hemby Road location will be losing apparatus. I was going to ask Mr. Summey and Mr. Hill, how does the apparatus requirement for a substation affect the level of service as compared to our current level of service, specifically, the loss of equipment and apparatus being spread over an entire district. One way that I do know that it will affect, is that once you spread the equipment and apparatus that has left the building at Hemby Road - it is owned by Providence Volunteer Fire Department - then Wesley Chapel will be forced to spread their equipment and their apparatus onto another 10-square miles and into another station. At that point, the fire survey that would be required by the Department of Insurance

would include some proof of a water haul. In other words, when Providence had their inspection back in August, they had to go through a tanker shuttle exercise to prove to the state that they could haul water for certain gallons at a certain period of time, a certain gallon per second for a certain period of time. It has come to the attention of the State that when Wesley Chapel had their last inspection in 2004, Providence Volunteer Fire Department was a part of their exercise to prove that they could haul water. So now that they are moving in without the apparatus of [Station] 32 that supported that inspection, this is one more thing, just one more item of uncertainty, and one more item that the Department of Insurance will have to look at. How does this affect automatic aid? And what I'm speaking to specifically is that two independent companies are required, as I understand, to respond to a fire call. Were Mr. Summey and Mr. Hill able to speak, I think they would confirm that fact. However, a spokesperson for the State Department of Insurance, Kerry Hall, is quoted as saying the availability/nonavailability of non-aid resources is part of the evaluating district rating, so yes, it is possible that the changes being considered could affect neighboring fire departments. Automatic aid resources usually go both ways with both departments helping each other. If one is no longer able to assist the other at the same level, it could affect the rating of the requesting department, unquote. Here is what this means. If two departments.. when you have a fire call, two departments are called to that location. It is required by the state that two separate companies come. So as status quo, Providence responds to a fire call in the Town of Weddington and then Wesley Chapel either 26 or 31 responds. That is two different companies. Once Wesley Chapel were to have control of Hemby Road, then if there was a fire at my house, common sense would say that 32 and 26 would be toned, but that doesn't meet the requirements. So on the automatic aid, they are going to have to include another fire department, which means they have to move further out, further out of road miles, and obviously, response times. So it's just another area of uncertainty and no guarantees. How could this affect homeowner's insurance premiums? Can you guarantee increases, decreases, or even status quo on the rating before actually coming to survey the department and district? The Department of Insurance, if they were able to speak, would tell you that they, number one, they are elected by the people and serve the people. There is no bias towards fire departments, or counties, or local government. They are elected and serve the people. They are here to look after the people. They cannot give - they will not give - an opinion or suggestion as to what any municipality or county should do. What they are tasked to do is come in after the fact and rate what that municipality or county has done. So it's kind of like Nancy Pelosi when she said, we are going have to vote on the bill to see what is in it. We are going to have to wait until the change takes effect to find out for sure what the rating will be with the Department of Insurance. That is how it works. There are no guarantees. There is nothing anyone can say or do to say that your homeowner's insurance will or will not go up before that survey after the fact. Other uncertainties include ownership of the building at Hemby Road. The action plan that was submitted by Wesley Chapel to the state says: In addition to the action items -- in addition to the action items listed above, the department, a private nonprofit organization, will acquire ownership and the deed of the real property located at 5025 Hemby Road, Fire Station Number 32. The Town of Weddington will not retain ownership of any real property as part of this contract for service. So under this scenario, a million dollar asset will be donated or sold. Obviously, it would be transferred from the Town's books. This is another example of the public not being informed. It appears this council is prepared to spend a \$750,000 penalty for no cause cancellation of the Providence contract. This council has said yes, then no, and now it's obviously, yes again. The language of the contract with Wesley Chapel takes back the promises of the cap on increases. The promised words and the actions do not match. The dates of the contract begin on the date of signature. So I wonder how you can have two companies contracted for the same district at the same time. Quick math showed that \$175,000 would be spent, should Wesley Chapel sign immediately, to fund both departments and obviously, that will negate any savings. On April 14th, the county fire commission held a meeting and made a recommendation

to the county commissioners to not implement a county wide fire tax for this year's budget, to instead create a committee of stakeholders - firemen, citizens and county officials - to report back with their recommendations. On April 20th, the Board of County Commissioners had a special meeting to discuss a county wide service model. They received what the fire commission had recommended. They listened to the firemen, citizens, and even council member Mike Smith pleaded with them to slow the process down. The message they heard loud and clear was not to put the cart before the horse. Bring the stakeholders to the table. Be clear and transparent with the citizens and get community support. Understand the consequences before rushing into a decision. And that is what the Board of County Commissioners unanimously -- unanimously -- voted to do. They are creating the committee to bring back their recommendations by January 15th, 2016 for a plan to be implemented July 1, 2016. That is what I'm asking tonight, to follow the example set by the county, and I'm asking this council to do exactly what Mike Smith, among many others, asked the county to do. How can you ask the county to do something you are not willing to do in your own municipality? This council in January promised, if the consolidation was not achieved, we will stay status quo even if it meant raising taxes. That is not what is happening. Council promised staffing of four certified firemen, two of which would be EMTs, 24/7, 365. That is not a part of the contract. This council has promised no decline of service. With decrease of staffing and apparatus that is obviously not true. This council has promised and taken back. I'm not promoting any specific solution to the fire service. This is bigger than one fire department, and certainly bigger than any one person. The effects are far reaching, and in many cases, not all have been realized. All solutions should be considered. All stakeholders should be brought to the table and have a study group to work with the state and the county. We don't know how we will fit into a county wide fire service. Would it not behoove us to stay status quo until we do? The state has already agreed to work with us for a change effective July 2016. Would it not behoove us to slow this train down until we can gain more positive assurances regarding increased insurance premiums? Do we owe it to the citizens to present all of the facts and get feedback from them? Given the facts they have pointed out, given all of the uncertainty and the lack of guarantees for Weddington, the state, the county and the public, I am hopeful careful consideration and support will be given to my motion.

Mayor Deter - Can you please repeat the motion?

Councilwoman Hadley - I move to continue the FSA with Providence Volunteer Fire Department, and to adequately fund them for the 2015/2016 budget year.

Mayor Deter - Any discussion on the motion?

Councilwoman Harrison asked to make a substitute motion.

Mayor Deter - First, we have to vote on the original motion.

Town Attorney Fox - You can vote on the original motion on the floor made by Councilwoman Hadley or you have a substitute motion. If you have a substitute motion, the substitute motion gets voted on first.

Councilwoman Harrison - I would like to thank Mr. Summey and Mr. Hill for coming. I am surprised because both the Mayor and I have reached out multiple times and have gotten very little support from either one of the gentlemen.

Councilwoman Harrison moved to dissolve the FSA with Providence Fire Department.

Town Attorney Fox - If I can repeat where I understand the motion to be then. As I understand the Council's substitute motion would be to authorize the Town Attorney to prepare notification to dissolve the FSA with Providence. But to be implicit in that motion would need to be a determination binding by the Council that the assurances that were provided by the Providence Fire Department are not adequate for the Council's consideration.

AYES: Councilmembers Michael Smith, Barbara Harrison, and Mayor Pro Tem Titherington

NAYS: Hadley

Councilwoman Harrison - I do want to make one clarification. Councilwoman Pam Hadley said insurance rates will not go up. And yet, if you go out to the Department of Insurance, the State Department of Insurance, effective June 1, 2015, voted on by Wayne Goodman in December of 2014, the insurance rates for every county went up. Not every county. I actually have a whole list. So for instance, Rowan County and Cabarrus got a 19 percent increase in their insurance rates. That is what the insurance carriers can now charge people in that – in those counties. We were lucky in Union County, it's only 22%. But to say we are not going to get an increase when the state has granted all of the insurance companies an increase is not exactly correct. Additionally, one of the items that was out there, which I found very interesting is, insurance companies can increase your insurance rate if your FICO score goes down. So I don't want to mislead the citizens that their insurance rates won't go up. In 2013, overall, 7 percent our insurance rates went up.

Councilman Smith moved to instruct the county attorney to pursue a contract with Wesley Chapel upon termination of the current contract with Providence.

Councilwoman Harrison asked to add as an addendum, the letter that went out stating to the 24-hour coverage.?

Town Attorney Fox - I think what you are doing is incorporating into the, and I assume what you are asking is, to proceed with the FSA with Wesley Chapel Volunteer Fire Department, that FSA would incorporate the letter that you referenced which spells out the staffing commitments that Wesley Chapel would be equally bound by. Is that correct?

Councilmember Smith - That is correct.

Mayor Deter - I can read it if that helps.

Town Attorney Fox - You want to read it into the record. You also may want to, in finalizing the FSA with Wesley Chapel, state the terms in our compensation.

Mayor Deter - Okay. The letter we are talking about, there were four bullet points that we posted on the Sunshine List to try and get some clarity around this. And that was, (1) The Hemby Road Station will remain in operation as it is today. (2) Staffing will continue to allow four qualified firemen on each shift 24/7/365 as it is today. And we put in brackets EMTs. (3) And the quality and level of fire service will remain as it is today. (4) Homeowners insurance rates will not increase as part of this process. And the contract amount with Wesley Chapel would be \$699,465 a year, which is \$58,288.75 a month, payable on the 15th of each month. We will go back to monthly payments instead of quarterly. This contract will also include, basically a cap that says expenses cannot increase greater than the increase in the Town's ad valorem tax rate. So if the tax rate for growth as for example, goes up 3 percent, they cannot come back and say we want 10 percent. The contract also calls for - even though the letter we are putting on there talks about the

same level of service- it also calls for -- and I'm looking for it in here -- where it talks about a Level 6 rating or greater. It's an annual automatic renewal contract. Response time is.. "The response time shall be consistent with present response times in subject territory. The department shall maintain an insurance protection rating of at least 6 for all properties within the Town, as determined by the North Carolina Department of Insurance". And then some of the other stuff is boilerplate. Maintenance that is the responsibility of the fire department. Some of the other is legalese and something about responsibility. Theirs, ours. Nondiscrimination. Let's see, that is kind of the logistics

Finance Officer Leslie Gaylord - Mayor, if I can make one point. I think you said that the rate didn't increase any more than the ad valorem tax rate and it's the ad valorem tax *base*.

Mayor Deter - Tax base, yes. I'm sorry.

Councilwoman Hadley - In that same line, talking about the cap, I believe last month you said that there would be a cap based on the ad val base, and then the first contract we received did have that in there, but now, obviously, the change has been, the Town will approve budget request increase -- the Town will approve budget requests that do not exceed the percentage increase of the Town ad val tax base if requested by the department. The Town may increase the annual funding for the fire services by a factor greater than the growth rate of the ad val should the town identify a specific need to do so. So obviously, that has been written in by, you know, from the first draft, and since you said that there would be a cap, obviously, now there is a loophole that can be used to prevent that cap from being affected. What I want to know, and I asked during my comments is if this contract is effective immediately, how do you have a contract with one company without having kicked the other one out of the building yet? In other words, it's my understanding that the letter that you sent Providence was dated April 15th, and that should the council decide to terminate the contract, it would be effective from April 15th. Is that correct? Am I correct?

Town Attorney Fox - That the termination of the contract will be a termination that will be effective from April 15th? No, that was the not the intent. And this contract will not be effective immediately. This contract -- it has to be effective upon filing notice to Providence.

Councilwoman Hadley - Where is that stated?

Town Attorney Fox - The Council directed me to finalize agreements, so it will be in the agreement. There is a statement here, and you can see where I have marked through that statement to put to change that date. But it does state in there, effective immediately.

Councilwoman Hadley - So we wouldn't be paying two companies at the same time? When would be the effective date of the termination?

Town Attorney Fox - I would have to calculate that. And that would be in the notice that the Council directed me to provide to Providence.

Councilwoman Hadley - So it would be 90 days from the document that you provided; is that correct?

Town Attorney Fox - It will be from the document. The notice of termination, the date of -- the effective date of the termination will be provided in the notice.

Councilwoman Hadley - And that date could revert back to the April 15th?

Town Attorney Fox - No, it would not.

Councilwoman Hadley - It would be -- I'm just trying to look for clarity here. I'm not trying to trip you up.

Town Attorney Fox - Well, the April 15th letter was to ask Providence to provide assurances as to why it -- as to demonstrate how it would have the financial ability to perform, in light of the deficit situation that was included in the budget request. And that was provided. This point tonight the Council directed me, per the motion, to provide a notice of termination. That motion will also need to direct the Mayor to sign for that draft, as opposed to allowing for me to sign it for Council action would be to carry that out. That letter will be consistent with the FSA and the lease and indemnifying the termination, the effective date of the termination and the next steps.

Mayor Deter -- I think, Pam, your concern is that we are going to have two contracts in place at the same time?

Councilwoman Hadley - Well, and I'm trying to determine the date for the 90 days. I mean because I was led to believe that it was going to be July 1st, based on the first letter. But I was incorrect on that is what you are saying.

Town Attorney Fox - I haven't calculated the date.

Mayor Deter - Any other comments?

Councilwoman Hadley - So are you saying the addendum to the FSA would hold Wesley Chapel - would require them - to staff four certified firemen, two of which are EMTs 24/7, 365 at Hemby Road? Is that correct?

Town Attorney Fox - I think for my purposes as a lawyer, I heard that those are certain terms that the Council would like to see as commitments to Wesley Chapel. They mention a letter. As a lawyer, I might just incorporate those into the actual body of the FSA.

Councilwoman Hadley - So what you are saying is by signing the FSA agreement, Wesley Chapel would agree to the terms of any amendment or addendum to the contract; is that what you are saying?

Town Attorney Fox - What I'm saying is that by signing the FSA, Wesley Chapel will agree to the specific terms contained in the FSA. If those terms are in the FSA, that will be a contract or requirement on Wesley Chapel.

Councilwoman Hadley -- So no addendum would require them to adhere to it? I'm just -- it's a real simple question.

Town Attorney Fox - Well, you can do it by way of addendum and incorporate the addendum into the document by reference. It's just as effective to put it in the document. But since we are in the formative stages of developing the document, my suggestion would be just to incorporate the wording into the document.

Councilwoman Hadley - Understood. Thank you.

Mayor Deter - Any other comments? All right. All in favor say aye.

Town Attorney Fox - Do you want to repeat the motion?

Councilmember Smith moved to instruct the Town Attorney to draft a fire contract with Wesley Chapel upon termination with the contract of Providence, and with the addition that Councilwoman Harrison made about adding the letter to the addendum.

Town Attorney Fox - To incorporate it into the document or add it as an addendum. One remaining question is upon finalizing the FSA, do you want to authorize your Mayor to sign, or does it have to come back to the full council?

Councilwoman Harrison - We will authorize the Mayor to sign.

Councilman Smith – Yes.

AYES: Councilmembers Smith, Harrison, and Mayor Pro Tem Titherington

NAYS: Councilmember Hadley

Councilwoman Hadley - And for the record, to have business, being we haven't seen this document and to get the authority for the Mayor to sign it without it being fully vetted by all members of the Council, I think it's irresponsible, and that is why I voted against it.

Mayor Deter - The contract was the proposed contract that was sent out to all Council.

Councilman Smith - And we have seen it.

Councilwoman Hadley - We are talking about another draft, right? We are talking about another draft of the contract, right? And so we are not going to see that contract before you sign it and submit it to the fire department for their signature.

Town Attorney Fox - Can I go over with the Council the changes as I heard it to be from the document that is before you? One is the document would not being effective immediately. It would be effective upon the notice upon the termination of the FSA with Providence. Two, that the document would include and incorporate the four points that the mayor read to be included as addendum, but can be included in the document itself. Except for that, those are the only changes to the document that has been provided to us.

Item 5. Adjournment

Councilwoman Harrison moved to adjourn the April 28, 2015 Special Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro-tem Titherington

NAYS: None

The meeting adjourned at 8:13p.m.

Bill Deter, Mayor

Attest by: Peggy Piontek, Town Clerk
Transcribed by: Tonya M. Goodson

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JUNE 8, 2015 - 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on June 8, 2015, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox, Town Planner Julian Burton, Finance Officer Leslie Gaylord and Town Administrator Peggy Piontek

Visitors: Chris Martin, Rhonda Martin, Reese Schuler, John Houston IV, John Houston III, Marianne McKnight, Joyce Armer, Dorothy McKnight, Don & Barbara Sinclair, Locke & Jean Stuart, Kenny Schott, Marcos Bilbao, Charles McClure, Brian Smith, Barbara Gutierrez, Philip Gutierrez, Bill Price, Joe Stuart, Charlotte Woodley, Daniel Barry, Larry Wood, Ken Evans, Mary Knoble, Janice Propst, Alex Micciantuono, Ken Moore, Joe DeSimone, Mary Ann DeSimone, Walton Hogan, Eric Anderson, Frank Bridges, Susan Bridges, Ruth & Tony Pagano, Nancy Anderson, Rob Dow, Scott Buzzard, Tyler Burke, James Burke, Tom Rose, Judy Johnston, Joe Revels, Debbie Ard, Marylu Gibbs, Jack Parks, Andrew Moore, Tony Rolfer, Tyler Uebele, Ben Jones, Robert Anderson, John Reid, David Pitre, Emily Paterson, Bo Ziegler, Brady Moore

Mayor Deter offered the Invocation prior to the opening of the meeting.

Item No. 1. Open the Meeting Mayor Deter opened the June 8, 2015 Regular Town Council Meeting at 7:02 p.m.

Item No. 2. Pledge of Allegiance Mayor Deter led in the Pledge of Allegiance.

Item No. 3. Determination of Quorum A quorum was present. Mayor Deter introduced the Town's Summer Intern Alex Micciantuono.

Item No. 4. Public Comments

Charlotte Woodley, 1134 Willow Oaks Trail, Weddington, NC stated that she is in favor of keeping the fire department as is. She reminded Mayor Deter and several Councilmembers that when they ran for office they said they were in favor of keeping the fire department. "That was the main reason the people voted for you and the other Councilmembers and why you were elected. Now you and possibly three other members of the Town Council would like to sell our fire department while one member of the Council does not want to sell it. This Council has now created a very contentious issue. Well over 1,000 residents of our town have come forward and have signed a petition to keep the Providence Fire Department as it presently is and to be continually funded by the Town of Weddington. There is absolutely no reason to push forward with this rush decision on this very contentious issue to be decided by four Councilmembers. This issue as to whether to sell or keep our fire department should now be decided by the residents of this Town of Weddington on the next official Election Day. We have more than 1,000 names on

a petition that want to keep our station and to lose our station would be the greatest travesty our town could suffer.”

John Houston, 1219 Willow Oaks Trail, Weddington, is almost a 16 year resident of the town and as far as he can tell this matter before the Council is probably one of the most divisive issues that he has seen since he’s lived here. “What we need to do is back down from the emotion involved in this and we need to take a look at it with what his Dad used to call “good old fashion horse sense”. I’m sure you can identify “horse sense” - it means a common sense approach to things. Let’s take a look at where we are right now; we have a 60 year old fire department, 47 highly trained firemen and EMT’s, about \$3,000,000 worth of apparatus that is serving this community, a facility that has been appraised at approximately \$1,600,000 and above all we are debt free. That in itself speaks well for how this fire department has done. That’s where we are at this moment. What we understand that this will be replaced with: a fire service department which is not in Weddington; the Weddington townspeople will pay our tax money to support another town’s fire department for approximately the same amount of money we are now paying to service our own fire department. At the same time, they are, as I understand it, going to use used apparatus which they purchased for \$115,000. That just doesn’t make sense. So the taxpayers of Weddington should really be aware of what is going on in that department. The residents in this community need to pay attention to what has been going on with this and the previous Council, as I understand it, has approved over 700 new homes to be built in Weddington over the next several months. That will put enormous additional strain on the fire service; taxpayers are going to have to pay for that. I don’t think they can service that and it’s one thing we have to consider.”

Mary Knoble, 1318 Lake Point Drive, Weddington, stated she spoke at the last meeting of the travesty of votes of three Weddington residents costing the rest of the town up to \$5,000,000 - a sum equal to about 2.5 years of total town revenue. “I said we needed to have in place a deterrent to prevent this from ever happening again. Mayor Deter, Mrs. Harrison and Mr. Smith are confident that we will not pay the \$750,000 penalty to PVFD for breaking the contract with them and that our insurance rates will not rise otherwise they would not have voted to cancel the contract, in their own words. We the people of the town see a risk that we will indeed pay the \$750,000 and according to the letters from our state personnel responsible for our fire department ratings our insurance rates will probably raise significantly.” Since they deem it a no risk situation she asks Mayor Deter, Mrs. Harrison and Mr. Smith to purchase at their own cost a bond to ensure that this not will occur. “That we as town individuals will not pay these penalties. They may pledge their homes as collateral to reduce the cost of this bond. I would propose that the Town of Weddington supply \$5,000 for the initiation cost of the bond. Again, it is according to our Mayor and two Councilpersons a no risk situation thus they should be most willing to guarantee it to us, the people, with their personal treasures. If they are not willing to guarantee it, we should look on their statements with great skepticism. Furthermore you are proposing that we delay any backup medical services or fire services for up to 20-30 minutes. You have six minutes without oxygen to survive as a human and fire doubles every minute. Under your plan our back up services would come from Marvin, Mineral Springs, Indian Trail, etc. My geography tells me that this is considerably further from my home than PVFD. Further enough to result in a funeral rather than an emergency room. Own your vote or rescind it.”

Judy Johnston, Wellington Woods, NC, said she is a resident of Weddington Woods and a member of the Board at Providence. “This issue of fire service is not my or your issue alone. It’s the issue affecting all the citizens of Weddington, Waxhaw, Wesley Chapel, Marvin, Indian Trail, Stallings, Mineral Springs and parts of unincorporated Union County. It’s time for you to take

off your rubber suit so you can listen and hear what the people want. Step away from your personal agenda, stop fabricating numbers to suit your agenda and stop twisting the truth. The media continues to follow the documents between the attorneys and the legal actions entered into public record. On May 18th a petition was created to ask you to reverse the decision to cancel the Fire Suppression Agreement with Providence; enabling Union County the time necessary to develop a comprehensive Countywide Strategic Plan that will be cost effective. The action you have taken can be reversed, you can stop the train, put it in reverse and save the taxpayers thousands of dollars. Providence wants to continue to serve this community, you have the power to shift gears and allow this to happen. What I will be handing you, from our online signatures totaling over 815 from our area and around in this community. I have 168, so far, signatures collected at Highway 55, Waldenwood and the Providence Fire Station. Almost equivalent to the number of votes you received in the election, it triples the number of supporters protesting the water tower, and it surpasses the margin which elected you into office; this number continues to grow. I have 27 pages of comments from those that signed the petition. Take the time to read them, hear what the people that you represent have to say. She read one: "Public officials have the duty and responsibility to listen to the concerns of the tax payers, examine all avenues, options, and conflicts that impact the tax payers, Town, and residents, and to tread cautiously with prudence and sound reasoning when making decisions that affect the tax payers. No one has the right, especially a public official to work against the interests, concerns and benefit of the tax paying public."

Eric Anderson, 13616 Providence Road, stated "There will be no medical services once this goes through with Providence; they won't have an EMS vehicle. They will only have an engine, tanker and brush truck. Any medical vehicles will have to come from outside the Town of Weddington. Those are between 10 and 20 year old vehicles, most people in this town purchase new vehicles and don't have a lot of experience with this. But from someone who owns three vehicles over 20 years old, maintenance goes a little bit beyond just changing the engine oil. He explained the care and maintenance of older vehicles that require them being pulled out of service for a period of time. Providence has 3 engines and they count on 2, they always have a back up truck to enable them to make the repairs, this new plan does not allow for this scenario. Wesley Chapel doesn't have a back up and that is a disaster. It all boils down to the basic principal of it does not matter if the Mayor is correct that this would save money, but the people don't want to do it; it's our decision, our choice. and we have the consequences to bear. If we have to raise taxes again, then we have to raise taxes, but it's our choice to make. It's our pocketbook not someone else's."

Brady Moore 3650 Fox Run Road, Weddington "I have not seen anything come out of the Council detailing how we're saving the \$200,000." He asked for an explanation to advise whose getting it and where it's going.

Mary Ann DiSimone, 1309 Willow Oaks Trail, Weddington, said "Here we are again gathered together as residents protesting the underhanded appalling tactics of our Mayor in charge. What lies are you going to tell us tonight? That all is fine and good in our quaint little town of Weddington? That you promise to keep open the Hemby Road Station? Trucks that Wesley Chapel bought for a bargain price at the junk yard in Virginia - these are the trucks that will keep us out of harms way? Did Wesley Chapel also buy the horses to pull those antiques to the next fire? I wonder where they are going to store the hay and the oats to feed the newest editions to our fleet. Thanks but no thanks. We are tired of your empty promises. We are more than satisfied with the 47 able bodied dedicated men and women of PVFD who are always there 24/7 365 to serve the needs of the citizens who live here. Wesley Chapel can't promise that. They already said so in their interviews. Wesley Chapel's idea of four people on call means that only 2

are actually on location at the station, the others can come from home, work, doing errands around town, who knows. Of course the two people who are actually at the station can't really do anything until the other two come from parts unknown, since it is dictated that four people must be on the scene to even start the water flowing. How far away is the next department to depend on mutual aid? I'd like to ask the Mayor, by what authority he thinks he has to give away my fire station, our fire station. The station that we the residents spent over \$900,000 to remodel, renovate and bring up to code? A station that is valued at \$1,600,000. How can you even think of giving away something that doesn't belong to you to an entity not even residing in the Town of Weddington? I don't remember you asking me or anyone else in this room or this entire town, permission to spend this money. You wouldn't even hold a public forum. It's not your call to make; it's our money that fills up the coffers of the town treasury and you have no right to just give it away to somebody else. Why are you so beholden to Wesley Chapel? What did they do for you that now in five short month's time you are willing to give away the whole ball of wax? Is what they gave you so valuable that you are willing to endure the animosity that is so obvious in this room and this town? Put the brakes on that little train of yours and make it go in reverse."

Joe DeSimone, 1309 Willow Oaks Trail, Weddington, said "Like so many of the residents the action of this Board with the exception of Pam Hadley has managed to upset the residents of Weddington. It has given you and many of us the opportunity to be part of the Union News. Instead of rehashing everything that's been said and known to be true, I would like to understand the reasons why. Why you and some Councilmembers continue misleading the public stating that the only reason PVFD was fired is money. The numbers have been gone over by many of our residents, many of whom are CPA's and that theory has been punched holes in. On top of which your numbers seem to change each time you're interviewed. What makes you believe that Wesley Chapel can do a better job than PVFD has in the last 60 years? How do you feel living in your gated community, with the knowledge that Wesley Chapel is protecting you with three pieces of used fire trucks that their Chief found at a fire engine fire sale for \$115,000 while \$2,000,000 worth of equipment is sitting just up the road waiting to protect you? Now it's come down to a legal battle that might just cost the town \$750,000 plus legal fees. If the town loses the suit where does the money come from - the town's treasury? What kind of sense does that make? Save money by giving it over to Wesley Chapel, lose money over a lawsuit, where's the sense in that? Where will the money come from to pay Mr. Fox? We know he doesn't work cheap. Will that also come from our taxpayer dollars or will that also be offset by your phantom savings? How can you sit there and not realize we can see through all of this? Mr. Mayor, you keep stating that it's too late, that the train has already left the station. I don't know if that's true; there is one thing I know is true is that your election and that of another person on the Council is heading for derailment. You and this Town Council can put a stop to this lunacy, I urge you to do so."

Andrew Moore 3903 Weddington Matthews Road, Matthews, NC asked how as John Q taxpayer he is going to save any money with this idea. He waited for an answer from Council. Mr. Fox explained the public comments guidelines. He still wants to know how we're going to make out. "You put us from a 4 to a 7 in fire protection, our fire insurance is going to go up. I don't understand what your problem is - are all of you socialists? One lady up there I know she's not; she's got some brains. I can not believe that you people can sit up there when every citizen in this room is against you. I don't see how you figure we can save money. We can't, and our fire tax and homeowners insurance are going up. As soon as the insurance companies find out we are now a 7 and not a 4 yours is going to go up too, Mayor."

Tyler Uebele, 1153 Willow Oaks Trail, said "Thank you for the opportunity to speak. I have heard a lot of reasons financially why we should keep the PVFD. I moved here because there is a very good fire department there and personally I value my home because of that. I'm sure a lot of other people consider a fire department before they purchase a home. Beyond that I feel as those losing the fire department will make our community weaker; only when we help ourselves are we able to help our neighbors. We can no longer take care of ourselves if we rely on our neighbors. We can no longer help our neighbors. I think, therefore, losing the fire department makes the Town of Weddington a weaker town and makes the community and all the towns around us weaker also." He feels like we should keep the department and urged the Council to keep the department.

Chris Martin, 6403 Antioch Court, thanked the PVFD. They responded to his house quickly, did an excellent job taking control of the situation and really alleviated a very scary situation with the parents dealing with an injured child. After his child was transported to the hospital they calmed down his family while he rode in the ambulance with my child and you can not say enough about that. He is willing to pay a lot of money for that. "I would hate to see a situation where the WCVFD is out on another run and we have to wait for lateral service from some other area in hopes that they can get there in time to catch it; this is not something we even want to consider." He believes the Board is not acting transparently on this. We have to trust our government to act in our best interest. He believes they can see from the outcry here that they are not acting in the community's best interest or they would not have this many people upset. "It is something that we have to reconsider; it's not something that three people can make a decision on and then suddenly affects everyone. There was no public discussion on this prior, there has been no real clarification on exactly why this has been done other than it will save us money. It hasn't taken into account what those savings will encompass. If you lose one child or person that could have been saved, anyone would gladly pay whatever the savings are to keep this volunteer fire department. These people are members of our community; we're displacing them from jobs; we're saying you are no longer a member of this community - you can go find somewhere else to work. That is not fair to them and if you had these people respond you know they are a big part of our community and are needed. This is not fair."

Bo Ziegler, 2200 Greenbrook Pkwy, stated he had a homeowners meeting and Mayor Deter attended and explained how our services would be virtually unchanged. The fire captain was at the same meeting and explained that it wasn't true. At that meeting he voiced his concern; he moved from Waxhaw to Weddington and the fire department is located half a mile from his home. He has a daughter with asthma. "We carry an epi pen at the house and school so should she need it she has it. We need emergency services. When I lived in Waxhaw if I had a heart attack we spoke that a family member will be able to take me, by car, over the Mecklenburg line so I can have an ambulance respond for me and any other member of my family. We spoke about the fact that we won't have any changes in our services and I just don't seem to get the feeling that we're getting the straight answer that we're actually getting those services. How many of these people believe that we're getting the services?"

David Pitre, 1116 Greystone Drive, spoke to the audience telling them "to remember these faces and names. They will not get reelected again. They need to know they are one-term wonders and that's why I'm here. I wanted to see the people that support this because they have lost my and all of our votes. My voice would be if there is anything that can be done to remove them from office before their term is finished. Is there such a thing as impeachment? Obviously if they don't represent the community they don't deserve to be here."

Item No. 5. Additions, Deletions and/or Adoption of the Agenda

Councilwoman Barbara Harrison moved to approve as written.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 6. Approval of Minutes

A. May 4, 2015 Special Town Council Meeting

Councilmember Barbara Harrison moved to approve the May 4, 2015 Special Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

B. May 11, 2015 Regular Town Council Meeting

Councilmember Hadley has several modification requests: she referred to Judy Johnston's public comments and requested we listen to the tape again because she believes there is something missing; she advised the name of Mark Mills is actually Mark Knowles; under Council Comments Ms. Harrison referred to the committee she was appointed to as the Fire Commission and it is actually the Fire Community Stakeholders Committee that she was congratulating her on. The Clerk advised she will listen to the recording again to review Ms. Johnston's public comments and will resubmit the minutes for approval at the July Town Council meeting.

Councilmember Barbara Harrison moved to table the May 11, 2015 regular Town Council Meeting minutes to the July meeting.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 7. Consent Agenda.

A. Approval of Audit Contract and Engagement Letter with Tinsley & Terry CPA

Councilmember Barbara Harrison moved to accept the consent agenda as proposed. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 8. Public Hearings and Consideration of Public Hearings.

A. Public Hearing - Conditional Zoning Application for All Saints Anglican Church

Mayor Deter opened the public hearing, stating that no one had signed up to speak.

Town Planner Burton - This is a conditional rezoning request from All Saints Anglican Church located off Hemby Road. The submitted plan is Phase I of a multi phase plan and it includes a multipurpose building, parking and stormwater facilities. Phase II in the future will include a new worship space and 40 additional parking spaces but that has not been planned or confirmed yet. The applicant was required to provide a Traffic Impact Analysis (TIA). The requirement

preceded our new TIA Ordinance but they did work with Justin Carroll, our new traffic consultant who did work on the TIA, who did not recommend any improvements to Hemby Road or any nearby intersections. Our Zoning Ordinance requires that the church provide a 42' landscaped buffer around the property and that's in Section 58-8. The applicant did propose in that buffer that a portion of it be delayed until Phase II. This matter was discussed at the Planning Board meeting and is addressed in condition 8. As Council is aware this Public Hearing was tabled several times mainly because staff, in coordination with USI (our stormwater consultant), recommended the applicant provide construction documents and calculations for a stormwater management plan so USI could determine if the plan was acceptable and to get the Council additional important information regarding their rezoning decision. Final construction documents and calculations will still be submitted to USI for stormwater management. The site plan did change slightly from the time of Planning Board review as a result of a more engineered management plan. The most notable changes are the orientation of the multi-purpose building on the site plan which shifted 90 degrees to make room for an enlarged detention pond. This change also caused a shift in the parking lot location. Staff does not find it necessary to recommend that this rezoning go back before the Planning Board. Staff's opinion is that their discussion, comments and their conditions remain applicable to the revised plan. There are some portions of grading that infringe on some landscape buffer areas and the Council can ensure that landscaping buffer requirements are met when the construction documents are reviewed at that time. Council will have an opportunity to formally approve the construction documents including stormwater management plan and the landscape buffer at that time to ensure that both requirements are met at that point. I have a long list of conditions and won't go through all of them, but a couple I want to point out. Condition numbers 1 and 6 are both stating that the construction documents will get reviewed and voted on by the Council and that any engineering will be seen by USI. Number 8 is what I referenced earlier, it states: *Landscaping with a southern boundary abutting Tax Parcel 06120012 (as shown on site plan) must be completed concurrent with Phase II, or within 3 years of the Conditional Zoning Approval for Phase I, or when a zoning permit is issued for that adjacent Tax Parcel 06120012, whichever comes first.* That is what was discussed at the Planning Board meeting in reference to the applicant proposing to delay some of the landscape buffering. Basically it would allow them to delay it to an extent up to three years or if anything happens to that adjacent parcel. The logic behind this is it is just a field right now and they wanted to try and save some money up front and not plant a lot of trees there when there is nothing there yet. The Planning Board put in their condition that they would be required to put that landscaping in if anything happened to that parcel. Another condition associated with landscaping is number 11: *Landscaping along the rear property line to be supplemented with evergreen bushes/trees sufficient to provide visual screening.* That is another condition that came out of the Planning Board meeting.

Councilmember Harrison inquired how the Planning Board voted on this. Planner Burton replied unanimously.

Nancy Anderson asked to speak, although she did not sign up. She expressed concern that no changes will be done on Hemby Road because we have north/south corridor in Union County and presently we only have 2 connector roads to get on it and she can not imagine that they will not be required to make road improvements of acceleration and deceleration turn lanes to avoid traffic backing up. She requested that be reconsidered. Ms. Anderson referred to the construction on 485 stating that traffic is going to get worse and not better. The widening of Rea Road to Providence Road will also create traffic. It is her opinion they should be required to put in acceleration and deceleration lanes.

Mayor Deter closed the Public Hearing.

Planner Burton responded to the public comment that we do require a traffic engineer for the TIA and that at least some of the logic behind not requiring any improvements is because when you're looking at the Church's specific impact on Hemby Road it is off peak. There was a requirement that a study was done, but no improvements were required as a result of the study.

Mayor Deter questioned condition 11 asking if that is sufficient to define what's going to be expected in there. It sounds a little fuzzy to me but I'll defer to the Council."

Mayor Pro Tem Titherington stated that there is a difference between winter and spring for that site and in the winter it looks completely different. "There are a series of homes back there - property lines to the house lines are about 75 feet to the back of the house so that parking lot going into that upper right hand quadrant, it should be absolutely critical that it's just not landscaping but we need to think like we did with Pulte where we considered those neighbors where we specified a 9 foot high staggered fence with 100% screen."

Attorney Fox stated while discussing landscaping you may want to address condition #8. It gives them a 3 year window to install the landscaping that assumes they will have the funds. Sometimes we cure that with bonding to assure the funds are available to make the improvements at the appropriate time.

Planner Burton responded that it's a condition as a result of the Planning Board meeting; they intentionally left it vague because there are a lot of trees there already, so that we weren't forcing them to plant an entire row of evergreen screen in a place where it wasn't necessary.

Mayor Pro Tem Titherington said we did that with Pulte. We actually took a look at this back line and said from this parcel to this parcel, we can certainly take a look at that again but that's an adamant must have."

Councilwoman Harrison stated we also did it for the Methodist Church.

Mayor Pro Tem Titherington said at the end of the day in the winter that's 5:30-6:00 pm start service. To look at the landscaping, from his perspective, in the back we identify where those houses are at risk, we have a minimum height and staggered stuff like we did with Pulte. "On the front end of that landscaping, we don't have to put in the 9 footer; they can still put in what meets our requirements. I'm with Attorney Fox on that, I'm concerned about the funds, but the flip side is we have 3 years of growth. My perspective is we do not grant a waiver on this other boundary."

Councilwoman Hadley inquired if there is going to be parking in Phase II.

Planner Burton responded there is still potential proposed parking for Phase II, but the southern boundary they are talking about has no parking.

Mayor Deter recapped the conversation. Are we going to require the planting now or have them post some type of bond?", He was asking Council a preference. Councilpersons responded as follows: Councilwoman Harrison said require planting; Councilwoman Hadley said she has no issues to defer the planting; Councilman Smith said he has no problem deferring with a bond; Councilman Titherington said if that's what the ordinance calls for stick to the ordinance and plant them now.

Mayor Pro Tem Titherington stated on Hemby Road, TIA has statements that concerned him. The TIA lists only Sunday Morning 7a.m.-12p.m. and Wednesday night but when you go on their website and look at their events it's about 6 nights a week that are not mentioned in the TIA. "I'm not so sure the TIA we asked them to do doesn't reflect the outreach." He expressed concerns about the bend. "It's tricky and we've discussed it before with Weddington Woods, as there are two churches within a half mile on Sundays I am very concerned about those turn lanes. The two driveway cuts that have not been approved by NCDOT yet, did they take into account with the other church meeting on Sunday or just their 225 seats?"

Attorney Fox asked if that is a request for the traffic engineer to revisit the TIA that was previously conducted based upon the information that seems to be in conflict with the information based on the website. Council had a lengthy discussion about the TIA report, ultimately deciding that it should be redone at a time when both churches are getting out or put a condition on it that they install left and right hand turn lanes.

Attorney Fox stated he understands what they're saying and left and right hand turn lanes but they have a traffic engineer report that's attached to the record. He is wondering if we need to have the traffic engineer go back and revisit with this new information that will support the determination for left hand right hand turn lanes.

Mayor Pro Tem Titherington stated, to avoid slowing down the process, we can put it down as a condition and they can accept the condition or not, If not then another analysis will have to be done and the process will be slowed down...

Planner Burton inquired if they don't want to meet that condition what's the process for coming back before Council. Attorney Fox replied their request for rezoning will not be approved. Planner Burton clarified they would have to start over if a condition was made and not met.

Councilwoman Hadley ask Planner Burton if he thought it would be more considerate for them if we just sent it back. He replied he believes so.

Mayor Deter recapped: "The planting is not delayed, traffic impact analysis condition for acceleration and deceleration turning lanes; send it back and allow the applicant to determine if they want to consent to the left hand and right hand turning lanes; and if we make it a condition and the applicant refuses to comply, it's not approved; versus having a traffic impact analysis done again considering everything and it comes back still not a requirement Council can express their concerns pertaining to public safety." Mayor Deter asked for Council consensus on this.

Mayor Pro Tem Titherington stated he has no issue sending it back but if it comes back with no left hand turning lane, that's a serious issue so that should be a minimal requirement. Planner Burton responded that also gives us an opportunity to communicate the concerns to DOT.

Mayor Pro Tem Titherington referred to the construction document and asked them to take a look at the retention pond, it will count as their side setbacks but we want to make sure about the plantings there at the foot of the dam; make sure there's a discharge pipe on the side to catch that existing swale; with this plan they will be lowering that field from the upper right hand corner moving dirt out to help build up across and as they did that it looked like they were shifting some of those contour lines for the natural water flow there but we want to make sure they maintain the current contour lines softer and make sure that we're lowering it and the contour is not being changed there.

Councilwoman Hadley asked if we know how much it cost them for the extra retention and stormwater run off. Planner Burton replied he is not able to speak to those numbers.

Mayor Deter commented on condition 12: *No bell shall be installed without an approved amendment to the conditional zoning approval.* He asked if that will that encompass the electronic chimes, requesting that it be revised to include: *No sound emitting.*

Mayor Pro Tem Titherington moved to approve tabling this matter to the next meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

B. Public Hearing to Review Proposed Text Amendments to Section 58-272: Downtown Overlay District – Creation of Overlay District Policy

Mayor Deter opened the Public Hearing.

Planner Burton advised this is a proposed new section of our Zoning Ordinance 59-272 for the creation of a Downtown Overlay District. Council has seen previous drafts of this document and submitted recommendations that guided this document. To summarize it will place additional regulations on approximately 30 acres already designated future business in our Land Use Plan. The main purpose is to help contain commercial development in the area where it's already designated in our Land Use Plan and to encourage connectivity between those two parcels to create a more unified town center. Council and the Town Attorney have reviewed this document and provided comments which are reflected in this document already.

Nancy Anderson stated she was in favor of a plan and appreciates the Council taking this on.

Mayor Deter closed the Public Hearing.

Councilwoman Hadley stated when she read certain sections she had some concern but after reviewing the entire document she was more comfortable with the document.

Council each made a positive statement which summarized states that it goes a long way to contain our commercial district.

Councilwoman Harrison made a motion to approve Section 58-272: Downtown Overlay District as written. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

C. Public Hearing: Text Amendment to Sections 58-541 – 58-547: Drainage, Storm Water Management & Wetland Protection – revisions to definitions and applications of impervious area, and creation of stormwater management regulations for the Overlay District

Mayor Deter opened the Public Hearing.

Planner Burton advised most of this ordinance was already approved in November; these are some minor tweaks to help improve the policy effectiveness in the Town. This was looked at and some of which was proposed by USI. The Town Attorney has reviewed it as well.

Planner Burton reviewed some of the sections for Council: 58-543B helps to define new impervious area, resulting from Council comments at a previous meeting it being unclear; a more substantial change is 12, which is related to the Downtown Overlay District that was just approved. Specifically dealing with stormwater management on the parcels within the Downtown Overlay District and encourages construction of a regional and shared stormwater pond, providing a slightly different base line requirement at 25 year storm instead of 100 year storm retention. If the development is serving an area of 9 acres or more, providing an incentive for different property owners to work together to create a regional stormwater pond and the Council would still have final say through the conditional zoning process to go up from that base line. It provides Council with more flexibility when reviewing a pond that would potentially take up less land area and provide an amenity for what could be a town center area.

Planner Burton reviewed Section 58-545 explaining that it pertains to ponds on existing properties. , When you are setting a pond on existing property you need to calculate the impact of future development on that pond to USI or to the Town, who will look at existing conditions and future build out on the properties within that drainage basin. Now that we require detention it's unnecessary to look at that for future development because they have to retain all the stormwater runoff on the property. So this is just a tweak to that; they still have to look at future build out of new property outside the Town's jurisdiction; but for anything within the Town they just have to look at the existing conditions enabling us to streamline the process for the applicant. Planner Burton explained the new definition for new impervious area that's associated with what he mentioned at first.

Mayor Deter closed the Public Hearing as no one had signed up to speak. He asked Council if they had any questions. There were none.

Mayor Pro Tem Titherington made a motion to approve Text Amendment to Sections 58-541 – 58-547 as stated and recommended by staff. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

D. Public Hearing: Text Amendment to Section 58-271 to align section with requirements in TIA Ordinance and TIA Process and Procedures Manual

Mayor Deter opened the Public Hearing.

Planner Burton advised that 58-271 pertains to Conditional Rezoning referring the applicants to our new TIA Ordinance and TIA Process and Procedures Manual in that section.

Mayor Deter closed the Public Hearing as no one had signed up to speak. He asked Council if they had any questions. There were none.

Mayor Pro Tem Titherington made a motion to approve Text Amendment to Section 58-271 as noted by staff. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**
All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

E. Public Hearing: Text Amendment to Section 46-41 to align section with requirements in TIA Ordinance and TIA Process and Procedures Manual

Mayor Deter Opened the Public Hearing.

Planner Burton stated this text amendment refers applicants looking at major subdivisions in our Subdivision Ordinance to our TIA Ordinance and TIA Process and Procedures Manual and lets them know that it is a requirement.

Mayor Deter closed the Public Hearing as no one had signed up to speak. He asked Council if they had any questions. There were none.

Mayor Pro Tem Titherington made a motion to approve Text Amendment to Section 46-41 as noted by staff

(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)

All were in favor, with votes recorded as follows:

-
AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

F. Public Hearing: Text Amendment to Section 58-4 to define adaptive reuse

Mayor Deter opened the Public Hearing.

Planner Burton explained this is related to our Overlay District. We reference adaptive reuse in regulations for new construction within the Overlay District and we define it here in 58-4 which is our section for definitions. The first is the process of reusing a site for building purpose other than that for which it was originally intended. We are encouraging that in the Overlay District.

Mayor Deter closed the Public Hearing as no one had signed up to speak. He asked Council if they had any questions, none heard.

Mayor Pro Tem Titherington made a motion to approve Text Amendment to Section 58-4 as noted by staff.

(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

G. Public Hearing: Text Amendments to Sections 58-60, 58-56.1, and 58-57.1 to align zoning districts with Section 58-272

Mayor Deter opened the Public Hearing.

Planner Burton advised this is just to point the applicants in the right direction. These are underling sections for commercial development, informing applicants that within the Downtown Overlay District they must meet the requirements in our newly approved Section 58-272.

Mayor Deter closed the Public Hearing as no one had signed up to speak. He asked Council if they had any questions, none heard.

Mayor Pro Tem Titherington made a motion to approve Text Amendment to Section 58-60, 58-56.1 and 58-57.1 as outlined by staff.

(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

H. Public Hearing to Review and Consider Fiscal Year 2015-2016 Budget and to Set the Tax Rate

Mayor Deter opened the Public Hearing.

Finance Officer Leslie Gaylord stated "You have in your packets the proposed budget for Fiscal Year 2015-2016. This is the budget that was approved at the May 11, 2015 meeting. The balanced budget total revenues are \$1,861,825 with expenditures of \$1,861,825. Revenues are divided into Ad Valorem Taxes, State-Collected Revenues, Zoning & Subdivision and Other Revenues. Expenditures are divided into General Government, Administrative and Planning and Zoning. The tax rate will remain unchanged at 5.2 cents."

Mayor Deter called for Dan Barry who signed up to speak but chose not to speak.

Eric Anderson asked when it's broken down, how much in legal fees have we paid this year and last year and if the town loses the lawsuit we could spend well over \$1,000,000. It concerns him that Town Council is making decisions that are getting us sued and we are paying that sum of money for legal fees when we could use it for deputies and road improvements.

Ms. Gaylord replied that for 2016 the attorney fees are budgeted at \$125,000 and for 2014 we spent on general representation \$115,000 and an additional \$25,000 for the water tower litigation.

Mayor Deter closed the Public Hearing and asked Council if they had any questions.

Councilwoman Hadley stated she had asked Ms. Gaylord about the town operations and how that has grown over the past 5-7 years because in 2008 when there was the revaluation, we were at a 3.8 cent tax rate and to go revenue neutral we could have gone to 1.99 tax rate; so she wanted to know what percentage we are paying today for town operations. It looks like in 2008 we spent \$543,000 to operate the town; in 2016 we will spend \$903,000 to operate the town which is a big growth percentage that causes her concern. With the impending lawsuit we might want to increase our line item for the attorney's fees.

Ms. Gaylord was asked and explained how she got those figures.

Councilwoman Hadley stated "My question is to the Town Attorney. With the impending lawsuit, you can't project the amount or if there will be a significant increase; would it be responsible for us to allocate funds for legal fees?"

Attorney Fox replied the town is in the process of defending themselves on a legal action that was brought against them. He is unable to determine the cost of the litigation and does not think it will entail an extensive discovery therefore those costs should not be significant. He explained what discovery is.

Mayor Deter inquired if can we amend the budget if the fees are higher than budgeted for.

Ms. Gaylord replied that in general, general representation runs about \$8,000 a month and there is a contingency for an additional \$30,000. If we need more we can come back and amend. She assumes some of those fees will come under the current year's budget.

Mayor Pro Tem Titherington made a motion to approve the General Fund Balance Ordinance for Fiscal Year 2015-2016 as presented by Leslie Gaylord with a tax rate of 5.2 cents per 100 as current. **(COPY ATTACHED HERewith AND MADE A PART OF THE RECORD)**

The vote was 3-1, with votes recorded as follows:

AYES: Councilmembers Harrison, Smith and Mayor Pro Tem Titherington

NAYS: Councilwoman Hadley

Item No. 9. Old Business

A. Review and Consideration of Construction Documents for LDS Church

Planner Burton advised that this came before Council at the last meeting where you initially reviewed the Constructions Documents and then tabled the decision to allow the applicant to revise the stormwater management plan because when USI was completing their review they realized that the underground stormwater facility was not quite large enough. They have fixed that issue, and he emailed the letter stating that USI has approved the plan.

Mayor Pro Tem Titherington – "Their current plan has been a source of frustration from the respect of the Town trying to get that squared away. So I'm assuming we will have a conversation with them as they develop the new plan that will be corrected. How do we ensure that is taken care of in this process?" Planner Burton replied it was already a condition of the rezoning approval in May and we can make it a condition to the construction documents, so we have it on record twice.

Mayor Pro Tem Titherington made a motion to approve the Construction Documents for the LDS Church with a condition that they take the existing stormwater retention pond that would be part of the newer retention pond up to standard as approved by USI. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

B. Fire Service Update – Councilmember Hadley

“For the record, I'd like to give an update regarding our fire service since our last meeting in May.

As we are all aware, notice has been given to PVFD to terminate their Fire Suppression Contract with the Town. A contract to replace PVFD at Hemby Road has been signed by WCVFD. Notice has been given to Stallings VFD to cancel their FSA contract with the Town. All notices and contracts are effective July 29, 2015.

WCVFD has submitted an Action Plan to the North Carolina Department of Insurance in hopes of receiving feedback from the Department Of Insurance to reduce the possibility of any rating change. "A careful review could typically take 2-4 weeks, and is dependent on several variables - including current staff workloads and how much of the information provided needs verification," Commissioner Wayne Goodwin wrote in a May 15 email.

WCVFD has also purchased three (3) trucks for Hemby Road from a department in Virginia; a 2007 tanker, a 1999 rescue engine and a 2001 brush truck. The price for three was \$115,000. McLendon's action plan states the trucks to be located in the Hemby Road station would have a total water hauling capacity of 5,700 gallons.

WCVFD held a Public Hearing to restructure their debt at station #31 on New Town Road. Last week they submitted a Resolution to the Board of County Commissioners that reduced the rate of the loan saving approximately \$17,000 of interest payments for the year. The Board of County Commissioners approved the restructure of the loan with the condition that the amount not exceeds the payoff amount of approximately \$620,000.

Last week Providence Volunteer Fire Department filed a lawsuit against Weddington alleging the town ended the fire service contract with the department without cause. Should it be determined by the courts, the Town could be liable for a \$750,000 penalty payment.

What hasn't been addressed is the status of the real property at Hemby Road; the building and the land is currently an asset of the Town that we; the taxpayers paid \$923,000 to purchase. It's my understanding there are three options. 1) Continue to lease the building 2) Sell the building and 3) Donate the building.

Coupled with the legal costs of defending a lawsuit and possible payment of a \$750,000 penalty is the \$923,000 we have invested in Hemby Road. All the costs associated with the decision made in April to change our fire service model are now closing in on \$2,000,000. I would like to encourage this council to receive community buy-in and support before making a decision about leasing, selling or donating the building on Hemby Road. Regardless, I am committed to finding an amicable solution to what has become an emotional, contentious and financial strain on our Town.”

Mayor Deter stated that since a civil suit has been filed against the Town, he proposed that a Litigation Committee be formed comprised of a couple of Councilmembers to provide direction to the Town Attorney as we address this lawsuit that has been filed against us.

Councilwoman Hadley wanted to make note that the agenda item doesn't have anything for consideration.

Mayor Deter referred to the Council's Rules of Procedure, Rule number 34 asking Attorney Fox if he is permitted to create a committee. Attorney Fox replied that Rule 34 provides the Council

or Mayor the ability to create a committee and read Rule 34: *The council or the mayor, as appropriate, may establish and appoint members for such temporary and standing committees and boards as are needed to help carry on the work of town government.* Attorney Fox stated that if this issue is not appropriate here, the Council can amend the agenda to add this item as an action item. Councilwoman Hadley inquired if that should have been done in Item 5. Attorney Fox replied the Council can amend the agenda at any time during a regular meeting. At a Special Meeting you are restricted to the contents of the agenda, but a regular meeting can be changed at any time during the meeting.

Mayor Pro Tem Titherington made a motion to amend the agenda to add Item 9C. - Formation of Litigation Committee due to the fact the Town recently received notification of a civil suit and time is of the essence to create a committee to work with Attorney Anthony Fox. He clarified his reasoning's for the audience and Council: due to the fact that the town was served papers about a week ago it is incumbent that we have the ability to meet with our Town Attorney and proceeding in this manner, it's best that we appoint a committee to do that, so he's asking that be added to the agenda.

Councilwoman Hadley said she didn't mind doing this but why couldn't it be amended for the Department of Insurance Representatives to speak at the special meeting. Mayor Deter replied because that was a special meeting and he assumed Councilwoman Hadley was not aware of them coming down.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Mayor Deter said he wanted to make the following comments while on this agenda item:

"There have been many statements made on social media, on the PVFD web site, in various newspapers & TV stations and flyers put in residents' mailboxes by PVFD Board Members or people associated with them. These statements and comments run the gamut from misleading to totally false. I want to address a few here tonight.

These flyers talk about the level of service or staffing levels at the Hemby road station: The current contract with PVFD does not call for 24/7/365 coverage by 4 fire fighters (2 EMT's). This is called out in the WCVFD contract.

These flyers talk about PVFD being debt free: PVFD is debt free because the town has been incurring all of their debt. From 2007-2012 the town subsidized PVFD by almost \$1 million over & above the fire fee/taxes paid by residents. When the fire service district was created the town still subsidized PVFD in the first year by over a quarter million dollars. This ongoing funding is a burden that is not sustainable by the town. The council must be concerned with all town residents not just one group as we address public safety and the financial issues and viability of PVFD. These flyers talk about PVFD's high ratings with the audit results: High ratings by an auditor do not speak to the financial viability of an organization; it simply means that there is a high probability that what is reflected in the account balances is correct. An organization can be bankrupt or near bankrupt and still pass an audit.

These flyers say \$3,000,000 of equipment goes away: How do you say \$3,000,000 of equipment goes away if PVFD's audited balance sheet lists total assets of approximately \$585,000?

These flyers talk about 6,000 gallons of water hauling capacity going away. The equipment that WCVFD will have at the Hemby road station has the ability to haul 5,700 gallons of water to fires anywhere in the county. Their new 3,500 gallon tanker, the largest in western Union county, has a greater capacity than the tanker currently at the Hemby road station. WCVFD is the only VFD in western Union county with two tankers that have a combined capacity of 6,000 gallons.

These flyers say 47 certified fire fighters will be gone: Many of the certified fire fighters will still have the ability to serve at the Hemby Road station if they truly wish to serve the community. If they only wish to serve PVFD then of course those positions will be gone; it's their individual decisions.

These flyers say there is no assurance from the state fire marshal that insurance ratings won't increase: Sixty days before the current fire district was created in 2012 Chet Hill from the state fire marshal's office told Weddington that rates would increase to a 10 unless a plan was implemented to address certain issues. As part of today's changes an action plan has been submitted and is currently being reviewed by the state fire marshal's office.

On the TV news last night the PVFD chief said *"the town will lose a centrally located fire department and get one that is not even located in our town"*: As stated many times before the Hemby Road station will not go away. It will continue to be fully staffed as it is today. Also, there are actually two fire stations located in the Town of Weddington, one on Hemby road and another on New Town Road.

On the TV news last night the PVFD chief also said *"we don't want the \$750,000. We want to continue to serve and protect the residents in the town of Weddington."* If this is true then PVFD would have participated with good faith in the merger discussions. PVFD is an independent organization and controls their own destiny with the decisions they make. Their destiny is not determined by this Council. They determine their own future.

This has been said many times before but I will say it again. While this is a very emotional event for some people in the town at the end of the day it is a financial decision that was made in the best interest of public safety for all of the town's residents.

Mayor Deter asked if there were any more comments. Having heard none Council went on to the next matter.

C. Formation of a Litigation Committee – *this matter was added as a result of a motion made in 9B by Mayor Pro Tem Titherington*

Councilmember Smith stated that since Mayor Deter and Councilwoman Harrison have represented the town on this matter in the past they should continue to do so on this new committee.

Mayor Pro Tem Titherington stated he supports it. "You two have been in on the conversation that happened 1.5 years ago, you two have been in all the meetings. Because of Attorney Fox's point that we were served with a very tight time frame you both are up to speed and it makes sense."

Councilwoman Hadley advised that they have the majority and she feels inclined to say, "This is not judgmental of your character or person, but it was under your leadership that we were served with this lawsuit." It concerns her if it can be amicably resolved with them on this committee.

Mayor Pro Tem Titherington stated: "To me this is for them to work with the attorney and it takes time to have 3, 4 or 5 people at those meetings. They will not be making decisions or resolutions; they can gather the information and bring it back to Council. So what we need to get done and the time frame in which to do it, with them up to speed on it, the execution will be quicker."

Councilmember Smith stated that it is understood that the decisions will be made by the Council as a whole.

Councilmember Smith made a motion to appoint Mayor Deter and Councilwoman Harrison to the legal committee to work with Town Council on the lawsuit.

The vote was 3-1, with votes recorded as follows:

AYES: Councilmembers Harrison, Smith and Mayor Pro Tem Titherington

NAYS: Councilwoman Hadley

Attorney Fox reminded everyone that as a committee they still have to follow the Open Meeting Laws and provide for appropriate notices. When there is a closed session item for litigation at that time they might just want the litigation committee in there to discuss the matter.

Mayor Deter clarified asking Council if we should have a full closed session or just the committee at the closed session on tonight's agenda.

Item No. 10. New Business

A. Review and Consideration of Entry Monumentation and Landscaping for The Falls at Weddington (Construction Documents)

Planner Burton explained all construction documents for Conditional Rezoning must go before the Council. For a conventional subdivision it would just be the Planning Board approving the monument. This is for the Falls at Weddington for all three entrances on Antioch Church Road. In your packet you have the architectural and landscaping plans for the entry monuments. All the monument structures are outside the right-of-way of the sight triangles and the plants are on the List of Acceptable Plant Species.

The Planning Board heard this matter at their meeting on May 22, 2015 and unanimously recommended approval with the following 2 conditions:

- Any lighting shall meet the requirements of the Town of Weddington Lighting Ordinance.
- All signs must be under the required maximum area of 20 square feet per sign (Section 58-152.f.)

Mayor Deter inquired that the site lines requirements are met at all three entrances; Planner Burton confirmed they do.

Mayor Pro Tem Titherington stated that when we approved the Falls originally there was some shrubbery that came up on Antioch Church Road and the developer agreed to cut those trees back to make it easier to see down Antioch Church Road not to cover up that blind spot. It will be critical to be on the watch for that on the construction documents.

Mayor Pro Tem Titherington made a motion to pass the architectural landscaping plans for entry monuments for the subdivision Falls at Weddington with the two noted conditions of approval from the Planning Board and the clarity that they will maintain lines of sight. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

B. Review and Consideration of Bids for additional paving for Town Hall – Councilmember Harrison

Councilwoman Harrison explained that she met with three different paving organizations over the last week or so to do paving in the back to add a couple more parking spaces. “I arrived tonight at 6:15 and all the spots were taken. I met with Countrywide Paving, SMI Paving and RAM Pavement; I even met one of them on a Sunday morning. I specifically asked them to regrade by the storeroom to move the water away from there, to have a trench so the water can go towards the Magnolia and then to do the paving in concrete because that’s what we have back there. Additionally I had asked if they could level out the garage, but because it’s an open garage if the wind blows it’s not going to stop it and how quickly can you do it. I made the same requests from all three vendors and can we get a government discount. SMI provided a quote with asphalt when I specifically asked for concrete for aesthetics purposes.” She recommends approving RAM Pavement because he was the only one who came back and did something about moving the water. Councilwoman Harrison provided an explanation of the flooding issues that also create structural concerns informing that it will take approximately four days to complete the project providing 4-5 additional parking spaces.

Councilwoman Hadley asked about the design. Councilwoman Harrison stated they will be diagonal parking spaces so the garage can be used and parking will be available alongside it. It will go to where the cement ends right now where the deputies’ cars are on the grass.

Councilwoman Hadley stated that RAM’s quote is \$13,920 and asked what the other estimate was.

Councilwoman Harrison replied approximately \$8,500 - \$8,900 and that this topic was discussed at the retreat.

Councilwoman Hadley stated there is a \$4,000 difference between the middle bid and the highest bid.

Councilwoman Harrison confirmed she was correct. “This is up to the Council, not my desire per se. If you want to spend the money later to do the drainage, what is there now is not working.” There was general conversation amongst Council about the drainage issues and correction of same, maintaining the bricks and that there is funding in the budget for this fiscal year, the pad being tied into the footer and the fact that they have been in the business over 30 years..

Councilwoman Hadley explained her vote and that she has no problem repairing the area but she feels like we might be close if we haven’t already outgrown Town Hall. When she discussed the budget and the increase of \$100,000 for operations, she feels we are spending \$14,000 which is the highest bid and to get four or five additional parking spaces makes her unsure and that’s why she’s voting against it.

Councilwoman Harrison made a motion to approve the bid for RAM paving with the contingency that the Town Attorney review the contract.

The vote was 3-1, with votes recorded as follows:

AYES: Councilmembers Harrison, Smith and Mayor Pro Tem Titherington

NAYS: Councilwoman Hadley

C. Review and Consideration of speed limit on Tilley Morris Road – Mayor Pro Tem Titherington

Mayor Pro Tem Titherington stated that we have discussed that section between Antioch Church Road and Matthews Weddington Road and the dangers that it brings. We had a fatality in December and another bad accident last month when we lost power. We have discussed this with DOT and he's tired of listening to them asking for more information. We have done the traffic counts, have the information and the realities are when you come into Union County from Mecklenburg the speed limit is 35 mph. That section of Tilley Morris between the County line and 485 is 45 mph and is bad and we've got the record counts to show it. He continued to explain the many concerns with that area of the road with emphasis on the curve, with the changes of schools that are going through there, the additional buses and cars and new developments that are coming in, it's time to lower the speed limit; recommending Council submit a letter to NCDOT that the whole section be lowered to 35 mph.

Mayor Deter explained that he drove out. There is a sign at both ends as you come into the curve the sign says 35 mph and agrees we need to do something. He had the deputies provide a crash report. It might even come down to flashing lights. "I'm uncertain what it's going to take and correspondence the Clerk sent us, I think we're speaking about staff contacting NCDOT or passing a resolution, I'm just trying to get clarification for staff..."

Mayor Pro Tem Titherington said if Council agrees we submit a Resolution to NCDOT requesting the speed limit get lowered from Union County line all the way back out to the Mecklenburg County line, from Tilley Morris/Matthews Weddington Road to 35 mph which is what it is in Mecklenburg and to do it as soon as possible.

Councilmember Smith stated he agrees and that we have asked without any assistance. Would it be prudent as well, adding to that resolution, to see if they will put a guardrail there on the right side towards the Siskey YMCA, so in conjunction with the speed limit, we should ask for a guardrail?

Attorney Fox recapped that you want staff and he to create a resolution requesting DOT to make certain traffic improvements along this corridor to reduce speed limit and add flashing lights and a guardrail.

Mayor Deter agrees, but he doesn't know if NCDOT will - based on their experience if we can force them to do this, suggesting giving direction to the Town Attorney on how to go forward.

Councilwoman Harrison stated we did a resolution to NCDOT to accelerate widening Providence Road, we had residents email them and we were advised from them that we can't do it and those residents that requested the widening by email were asked if they wanted to contribute money towards it. "I'm not sure we don't just let them know we will incur the cost of the signs." She suggested we direct staff to work with NCDOT at the local level letting them know we would like

to have the flashing lights and guardrails. They will probably have to tell us the cost of installation and right-of-way.

Councilmember Smith stated that he is in favor of doing the resolution first and seeing if that works before offering to pay for it.

Councilmember Hadley suggested we send the resolution to Lee Ainsworth with DOT who came to the Town retreat.

Mayor Deter suggested do we do a resolution and have staff concurrently do costing. It is a huge public safety issue.

Mayor Deter recapped again to direct attorney and staff to do a resolution of 35 mph, flashing lights and guardrail.

Councilwoman Hadley said let's direct staff to contact Lee Ainsworth, this is what we told you, this is what we want, how best should we go about doing it.

Mayor Pro Tem Titherington made a motion to direct staff to draft a letter outlining specific requests to NCDOT for the section of Tilley Morris/Weddington Matthews Road from the Union County line to the Mecklenburg County line to reduce speed to 35 mph, look at flashing signs, guardrails and any other deterrents that NCDOT may recommend and that letter be signed by all Council and Mayor. In the meantime, staff should reach out to Lee Ainsworth to start that process.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

D. Review and Consideration of Budget Amendment for Fiscal Year 2014-2015

Finance Officer Gaylord advised that Council has in their packet an amendment for the current fiscal year ending June 30, 2015. It is more of a housekeeping item and is required by State Statute that we not be under budget in revenue categories or over budget in expenditure categories. "In light of last week's litigation receipt I would also like to adjust what you have in your packet and add \$45,000 to General Government to up that number from \$1,865,000 to \$1,910,00 to cover any potential fees that might occur before the end of the year. I would offset that by increasing the Ad valorem taxes by \$45,000 making them a total of \$1,100,250 and the net appropriation stays the same."

Mayor Pro Tem Titherington moved to approve the Finance Officer's recommendation to increase Ad Valorem Taxes by \$45,000 and General Government Expense by \$45,000. Budget Amendment for Fiscal Year 2014-2015. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 11. Update from Town Planner. The Town Council received the following update from Town Planner Burton: We had Public Involvement Meetings for the new proposed subdivision the Enclave at Weddington last week and the Planning Board will review the sketch plan on June 22, 2015. The Falls at Weddington is proposing their amenity site; we have Public Involvement Meetings tomorrow and Wednesday and will be on the Planning Board July 24, 2015 Agenda. Another outstanding item that we have is the sketch plan from The Woods, but we haven't scheduled Public Information Meetings yet.

Mayor Pro Tem Titherington questioned an illegal sign on the corner of Antioch Church Road and Weddington Matthews Road. The sign is in Weddington but the facility is being built in a different jurisdiction. Planner Burton advised he will address it this week with the developer.

Item No. 12. Public Safety Report

Councilmember Smith had nothing to report.

Item No. 13. Update from Finance Officer and Tax Collector.

A. Finance Officer's Report

Finance Officer Gaylord reported the Council has the Town's monthly financials in the packet and to address any questions they may have to her.

B. Tax Collector's Report. Monthly Report – May2015

Transactions:	
Adjustment under \$5.00	\$(18.89)
Balance Adjustments	\$(7.20)
Interest Charges	\$253.53
Penalties and Interest	\$(344.67)
Releases	\$(137.92)
Refunds	\$4.17
Taxes Collected:	
2011	\$(73.82)
2012	\$(127.96)
2013	\$(190.09)
2014	\$(5194.45)
As of May 31, 2015; the following taxes remain Outstanding:	
2005	\$252.74
2006	\$56.80
2007	\$144.42
2008	\$1119.36

2009	\$1069.81
2010	\$1048.40
2011	\$1364.21
2012	\$6059.63
2013	\$6409.26
2014	\$21847.90
Total Outstanding:	\$39372.53

Item No. 14. Transportation Report

Councilwoman Harrison - There was a lot on the I77 toll lanes that came before the MPO. That project was voted on a year before; it wasn't on our agenda but apparently Governor McCrory said if the MPO wants to make a Resolution he might reconsider. Many emails were received resulting in the Transportation Director putting a discussion on the agenda. The MPO has gotten big, there are three different Counties represented. Commissioner from Mecklenburg wants it even though they voted no, the Commissioner from Iredell wants it. But in the end no one wanted to make a Resolution to change what we already overruled.

She received an email of \$150,000 per turn lane on Twelve Mile Creek Road, which includes right-of-way as well. She sent an email to Division 5 of NCDOT asking if we buy one do we get one free, meaning if this is something that's going to get done in the widening of Rea Road/84 if we do it early and choose to pay for it, will they credit us with \$300,000 to be applied towards other road improvements within our jurisdiction and is waiting for a reply..

Attorney Anthony Fox - For the record, when Councilmember Titherington made the motion to approve the Budget Ordinance, there was actually a written copy of the Budget Ordinance before him entitled Town of Weddington, North Carolina 2015 -2016 General Fund Budget Ordinance O-2015-06 that was referenced and approved by the Council. Councilmember Titherington replied that's what he read off of.

Item No. 15. Council Comments

Councilmembers Hadley and Smith, Mayor Pro Tem Titherington and Mayor Deter had no comments. Councilmember Harrison wished the Town Attorney a belated Happy Birthday.

Item No. 16 Closed Session - [N.C.G.S. 143-318.11(a)(3)] Consult with the Attorney – to protect the attorney-client privilege

Attorney Fox stated that the closed session is to discuss the litigation that has been filed by PVFD verses the Town Of Weddington seeking the payment to PVFD of \$750,000 based upon their belief that the Town has violated the Fire Suppression Agreement and terminated that agreement without cause and going forward. The issue is whether or not the entire Council will be present or just the Litigation Committee. It was decided that all Councilmembers would be present.

Councilwoman Harrison moved to enter into Closed Session under NCGS 143-318.11(a)(3) to consult with the Attorney, protected by attorney-client privilege.
All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

Councilmember Smith moved to enter back into Open Session.
All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

Item No. 17 Adjournment.

Councilmember Smith moved to adjourn.
All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington
NAYS: None

The meeting adjourned at 10:40 p.m.

Bill Deter, Mayor

Attest Peggy Piontek, Town Clerk

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Peggy Piontek Town Administrator

DATE: July 13, 2015

SUBJECT: Cabarrus Stanly Union Regional Hazard Mitigation Plan

We have been asked by Union County to participant in the Cabarrus Stanly Union Regional Hazard Mitigation Plan. Attached is the letter we received from Don Moye who came before you in February, along with a letter from FEMA and the Resolution is being presented for consideration of approval.

PSP



UNION COUNTY EMERGENCY MANAGEMENT

500 North Main Street • Monroe, NC 28112 • Phone (704) 283-3575 • Fax (704) 283-3716

Feb. 5, 2015

Good afternoon Union County Jurisdictions,

On January 6, 2015, the Federal Emergency Management Agency (FEMA) issued the attached letter stating that the Cabarrus Stanly Union Regional Hazard Mitigation Plan is approvable pending receipt of adoption documentation (Resolution) from participating jurisdictions and also documentation that a final public meeting took place. At that time, FEMA will issue a Final Approval letter once both requirements have been met.

Each Union County jurisdiction that participated in the development of the plan will need to adopt the plan by Resolution. A sample adoption Resolution has been provided for your convenience. I would like a copy of the adopted Resolution for your jurisdiction forwarded to me no later than **April 30, 2015**. Please let me know if you have any further questions about the adoption process.

Your jurisdiction will be notified about the final public meeting at a later date.

Per both Federal and State legislation, a FEMA-approved hazard mitigation plan is required for communities to remain eligible for Hazard Mitigation Grant Program (HMGP) funds following a Presidentially-declared disaster and for State Public Assistance (PA) funds following a State-declared disaster. A hazard mitigation plan is also required for communities to remain eligible for future grant funds available through FEMA's Pre-Disaster Mitigation (PDM), and Flood Mitigation Assistance (FMA) programs.

Thank you for your participation in this important planning effort and please let me know if you have any questions.

Sincerely,

Don Moye
Union County
Emergency Management Coordinator
500 N. Main St. Suite 809
Monroe, NC 28112
Donald.moye@co.union.nc.us
704-283-3575

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

January 6, 2015

Mr. Chris Crew
State Hazard Mitigation Officer
North Carolina Emergency Management Agency
4238 Mail Service Center
Raleigh, North Carolina 27699

Reference: Cabarrus Stanly Union Regional Hazard Mitigation Plan

Dear Mr. Crew:

This is to confirm that we have completed a Federal review of the draft Cabarrus Stanly Union Regional Hazard Mitigation Plan for compliance with the Federal Hazard Mitigation Planning requirements contained in 44 CFR 201.6(b)-(d). We have determined that the Cabarrus-Stanly Union Regional Hazard Mitigation Plan is compliant with Federal requirements, subject to formal community adoption.

In order for our office to issue formal approval of the plan, Cabarrus Stanly Union Regional Hazard Mitigation Plan must submit adoption documentation and document that the final public meeting occurred. Upon submittal of these items to our office, we will issue formal approval of the Cabarrus Stanly Union Regional Hazard Mitigation Plan.

Please have Cabarrus Stanly Union Regional submit a final copy of their Plan, without draft notations and track changes.

For further information, please do not hesitate to contact Victor Geer, of the Hazard Mitigation Assistance Branch, at (770) 220-5659 or Linda L. Byers of my staff, at (770) 220-5498.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Lowe", is written over the typed name.

Robert E. Lowe, Chief
Risk Analysis Branch
Mitigation Division

**RESOLUTION TO ADOPT THE
CABARRUS STANLY UNION REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Town of Weddington is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the Town of Weddington desires to seek ways to mitigate the impact of such hazard risks; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Weddington Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Weddington Town Council to fulfill its obligations under Chapter 166A of the North Carolina General Statutes, the North Carolina Emergency Management Act, and Section 322 of the Federal Disaster Mitigation Act of 2000 in order to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Weddington; and

WHEREAS, the Town of Weddington, in coordination with Cabarrus County, Concord, Harrisburg, Kannapolis, Midland, Mount Pleasant, Stanly County, Albemarle, Badin, Locust, Misenheimer, New London, Norwood, Oakboro, Red Cross, Richfield, Stanfield, Union County, Fairview, Hemby Bridge, Indian Trail, Lake Park, Marshville, Marvin, Mineral Springs, Monroe, Stalling, Unionville, Waxhaw Weddington, Wesley Chapel, and Wingate, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Cabarrus Stanly Union Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Town of Weddington hereby:

1. Adopts the Cabarrus Stanly Union Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on July 13, 2015, 2015.

Bill Deter, Mayor

ATTEST:

Peggy S. Piontek, Town Clerk

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim H. Woods, Tax Collector

DATE: July 13, 2015

SUBJECT: 2015 Real Property Taxes

In accordance with General Statutes 105.321, I am hereby requesting authorization to collect the 2015 Real Property Taxes for the Town of Weddington.

State of North Carolina
Town of Weddington

To the Tax Collector of the Town of Weddington

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Town of Weddington Collections Department and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Weddington, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal this 13th day of July, 2015.

Bill Deter, Mayor

Attest:

Peggy Piontek, Town Clerk

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Peggy Piontek Town Administrator

DATE: July 13, 2015

SUBJECT: Community Development Block Grant Participation

We have been asked by Union County to being a participant in the Community Development Grant Application. Attached is the letter we received from County Manager Coto, along with the Agreement being presented for consideration of approval. Although we have been advised that the Town of Weddington will likely not directly benefit from this grant due to it's demographics, in order for the County to receive the Grant, they need approximately 95% participation from the jurisdictions within the County.

PSP



OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704)283-3810 • Fax (704)282-0121

6/11/2015

Peggy Piontek
Town Clerk/Administrator
1924 Weddington Road
Weddington, NC 28104

Dear Ms. Piontek,

Union County was recently contacted by the U.S. Department of Housing and Urban Development (HUD) and informed that our area qualifies for an urban county entitlement for fiscal year 2016. This qualification enables the county to receive Community Development Block Grant (CDBG) funding in an annual amount of \$1,120,000. As a non-entitlement local government, your town is eligible to participate in the entitlement program if it agrees to partner with Union County. In the past CDBG funds have been used to rehabilitate housing for low-income homeowners, improve water/sewer infrastructure, pave streets, build sidewalks and repair public facilities such as community centers. Please be aware that your participation in this program may limit your ability to access other funds which you currently receive through the CDBG.

Due to federally legislated deadlines, it is required that we know by June 22, 2015 if you are interested in sharing in this opportunity with Union County, as well as enter into an agreement with the county by July 15, 2015. Please state in writing your town's decision regarding participation in this grant. Letters can be email/mailed to:

Richard W. Matens, M.Div.
Executive Director for Human Services
1212 W. Roosevelt Boulevard
Monroe, NC 28110
Richard.matens@co.union.nc.us

For your convenience, a notice detailing specifics of the grant is attached. If you have questions please feel free to contact Mr. Matens at 704-296-4348.

Sincerely,

Cynthia A. Coto, ICMA-CM
County Manager



COOPERATIVE AGREEMENT

Union County "Urban County" Community Development Block Grant Program

THIS AGREEMENT made and entered into this ___ day of ___, 20___ by and between the _____, North Carolina hereinafter referred to as the "Community", and the County of (Union), a body politic and corporate of the State of North Carolina, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Union County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Union County; and

WHEREAS, this agreement covers the Community Development Block Grant Entitlement Program; and

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the County shall have final responsibility for selecting Community Development Block Grant activities and annually filing a Consolidated Plan with HUD; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, Community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and



COOPERATIVE AGREEMENT

Union County "Urban County" Community Development Block Grant Program

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be **Federal Fiscal Years** _____, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal Years (Years) _____, appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Union County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and



COOPERATIVE AGREEMENT

Union County "Urban County" Community Development Block Grant Program

THAT this Agreement remains in effect until the CDBG funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on, hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and



COOPERATIVE AGREEMENT

Union County "Urban County"
Community Development Block Grant Program

THAT pursuant to 24 CFR 570.501(b), the Community is subject to the same requirements applicable to sub recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have adopted and authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

COUNTY OF UNION

Name: _____
Title: COUNTY MANAGER
Signature & date: _____

Name: _____ Title: _____
COUNTY CLERK
Signature & date: _____

TOWN OF [

] Name: _____ Title: _____
TOWN MANAGER
Signature & date: _____

Name: _____ Title: _____
TOWN CLERK
Signature & date: _____

CERTIFICATION BY COUNTY CORPORATION COUNSEL

The undersigned, Corporation Counsel for the County of Union, certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing in cooperation with local units of government.

Name: _____
Title: CORPORATION COUNSEL
Signature & date: _____



Invoice

DATE

INVOICE #

6/29/2015

108682

BILL TO:

Town of Weddington
1924 Weddington Rd.
Matthews, NC 28104

DESCRIPTION	AMOUNT
DELIVERED & INSTALLED 34 CARISSA HOLLIES IN MEDIANS	1,190.00
TRANSPLANTED 32 MUHLY GRASS	640.00
DELIVERED & INSTALLED 1 KALEIDOSCOPE ABELIA & 3 INDIAN HAWTHRONES	105.00

TOWN OF WEDDINGTON

MEMORANDUM

TO: Bill Deter, Mayor; Town Council

FROM: Julian Burton, Zoning Administrator/Planner

DATE: July 13th, 2015

SUBJECT: All Saints Anglican Church Conditional Rezoning Request

All Saints Anglican Church requests a conditional rezoning for All Saints Anglican Church located off Hemby Road. The submitted plan is Phase 1 of a multiphase plan, and includes a multi-purpose building, parking, and stormwater management facilities. Phase II (future) will include a new worship space and 40 additional parking spaces. The Town Council tabled the public hearing on June 8th, 2015, asking for additional information on traffic safety and access.

Application Information

Date of Application: October, 14th 2014
Applicant/Owner Name: All Saints Anglican Church
Parcel ID#: 06-120-012Q
Property Location: 5328 Hemby Road
Existing Zoning: RCD
Proposed Zoning: RCD (CZ)
Existing Use: Vacant
Proposed Use(s): multi-function building for 240 members (200 average attendance on Sundays)
Parcel Size: 7.95 acres

General Information

- The applicant proposes a Church in accordance with *Section 58-58 (2)a* of the *Weddington Zoning Ordinance*.
- The required Public Involvement Meetings for this project were held on November 19th, and November 20th, 2014.
- The *Weddington Zoning Ordinance* requires that all CZ Applications go through the Construction Document process per *Section 58-271*. Any significant changes to the site plan

due to the design or review of the construction documents may require the applicant to submit a revised CZ application.

Development Standards (for a Church in the RCD zoning district)

- Minimum Lot Area-3 acres
- Front Setback-75 feet
- Rear Setback-40 feet
- Side Setbacks-50 feet
- Maximum Building Height - 35 feet except as permitted in *Section 58-15*

Access and Parking

- The site plan shows two points of access on Hemby Road. The Church has yet to obtain driveway permits for the access plan, and will be required to do so as a condition of a conditional rezoning approval.
- The applicant is required to submit a Traffic Impact Analysis (TIA) as part of this application. Justin Carroll did recommend that a TIA be conducted by the applicant, and it was submitted to Justin Carroll on December 17th. Justin provided his findings on December 19th, and it is included in your packet. On June 8th, the Town Council requested that the applicant further study access to the site as it relates to traffic and safety. The applicant has proposed a pork chop at the western entrance to restrict left turn access onto the property at that entrance (See Condition #15).

Screening and Landscaping

- All trees included in screening and landscaping are listed in the Town of Weddington Approved Plant Species List. Applicant should ensure that variety of azalea and spirea are included on the Approved Plant List as well.
- The applicant proposed delaying a portion of the landscaping buffer requirement until Phase II of the site's development. However, on June 8th, the Town Council determined that the applicant should meet all landscape buffer requirements during Phase I. The Council also proposed additional screening along the rear property line (See Condition #10).

Additional Information

- This site is not within a regulatory flood plain.
- A lighting plan is not part of this submittal and is addressed in the conditions.
- The applicant provided Proof of Septic approval to Town Staff. Water will be provided with final approvals from Union County.

Stormwater Management

- Staff, in coordination with USI, recommended that the applicant provide the Stormwater Management Plan (SWMP) along with the general rezoning application. The applicant

worked closely with USI, and USI has recommended that the Council approve the submitted SWMP (letter provided). The final plans will be submitted and approved along with the Construction Document submittal.

- The site plan did change slightly from the time of Planning Board review as a result of the engineered stormwater management plan. The most notable change is the orientation of the multi-purpose building, which shifted 90 degrees to make room for the enlarged detention area. This change also caused a shift in the parking lot location. Staff does not find it necessary to send the rezoning plan back to the Planning Board, as all of their comments and conditions should remain applicable to the revised plan.
- Grading for the SWMP infringes on landscape buffer areas at the perimeter of the property. The Council can ensure that the landscaping requirements are met at Construction Document review.

Recommended Conditions of Approval (Discussed and revised at 6/8/15 Council meeting)

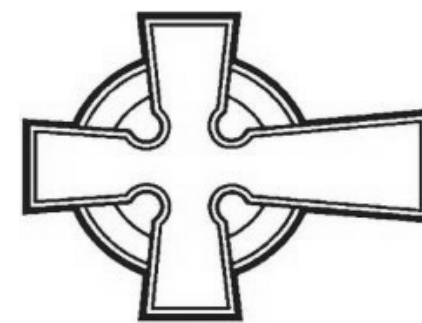
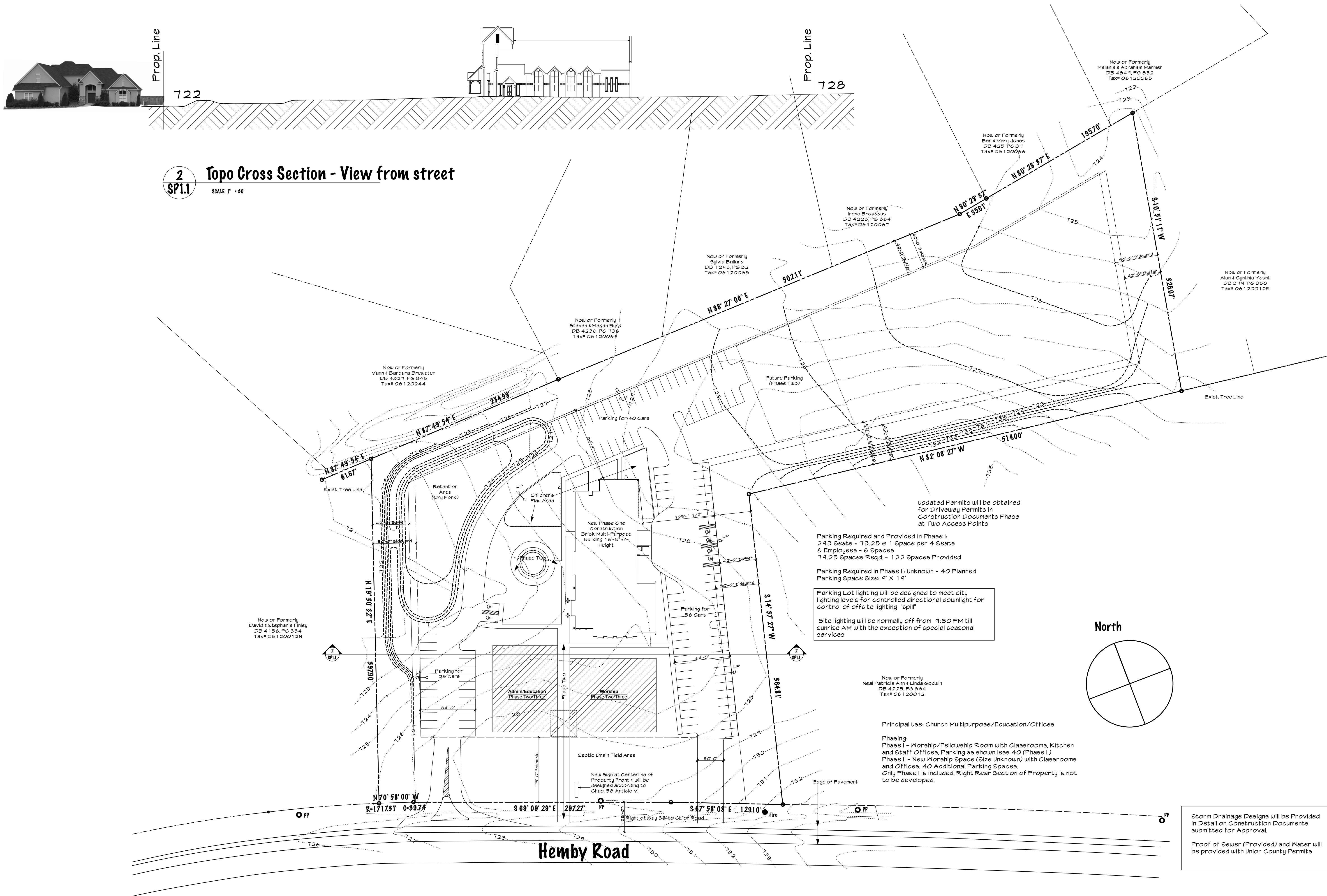
1. Any engineering associated with construction document submittals must be reviewed and approved by Town Engineer, Bonnie Fisher with USI, according to the Construction Plan Guidelines.
2. County Water plans to be approved by Union County Public Works.
3. All signage must comply with *Chapter 58, Article 5* of the *Weddington Code of Ordinances*.
4. Any future proposed Lighting Plan must be approved by the Town Council and shall comply with Town Lighting Ordinance.
5. Any future revisions to the approved site plan and other approved documents must comply with *Section 58-271 (i)* of the *Weddington Zoning Ordinance*.
6. Prior to commencement of construction, Construction Documents shall be approved by the Weddington Town Council in accordance with *Section 58-271* of the *Weddington Code of Ordinances*.
7. Varieties of azalea and spirea must be included on the Town's approved plant species list, unless the applicant receives administrative approval for a variety not included in the list.
8. Prior to commencement of construction, the applicant must obtain approved driveway permits from DOT.
9. Nothing may be planted or constructed within 10 feet of the fire hydrant located on the property.
10. Landscaping along the rear property line to be supplemented with evergreen bushes/trees sufficient to provide visual screening. Bushes/trees must be 9 feet at planting and staggered to provide complete visual screen.
11. No Sound emitting device shall be installed without an approved amendment to the conditional zoning approval.
12. Applicant must align the landscape buffer requirements with the proposed stormwater management design at construction document submittal to ensure that grading within the buffers does not infringe on the buffer requirements.

Additional Recommended Conditions of Approval

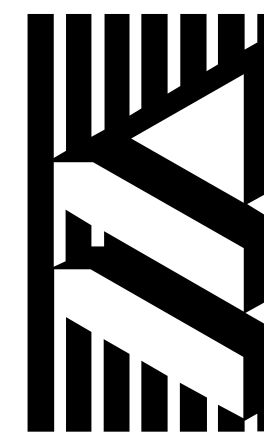
13. Restrict hours of operation from 8:00AM – 9:30PM (first Sunday service starts at 8:45)
14. Applicant must receive Town Council approval for any or all lights that will remain on for security purposes past 9:30PM.
15. Provide designs for a pork chop island at western entrance to restrict left turn access onto church property at that entrance (design included in packet).
16. Applicant must receive Town Council approval before extending church uses to any additional activities such as daycare or “mother’s morning out.”

Town Council Action:

Approve/Approve with conditions/Deny



All Saints
Anglican Church
Weddington, N.C.



McLeod Associates/Architect
211 W. Matthews St. Suite 106A Matthews NC 28105
704 • 562 • 2690
dmcleod@earthlink.net



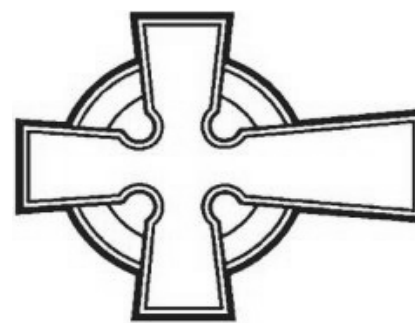
Date: 7/8/15

Storm Drainage Designs will be Provided in Detail on Construction Documents submitted for Approval.

Proof of Sewer (Provided) and Water will be provided with Union County Permits

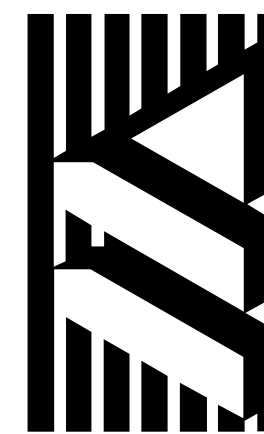
Site Topo Plan

SP1.1



All Saints Anglican Church Wilmington, N.C.

McLeod Associates/Architect
211 W. Matthews St. Suite 106A Matthews NC 28105
704 • 562 • 2690
dmcleod@earthlink.net

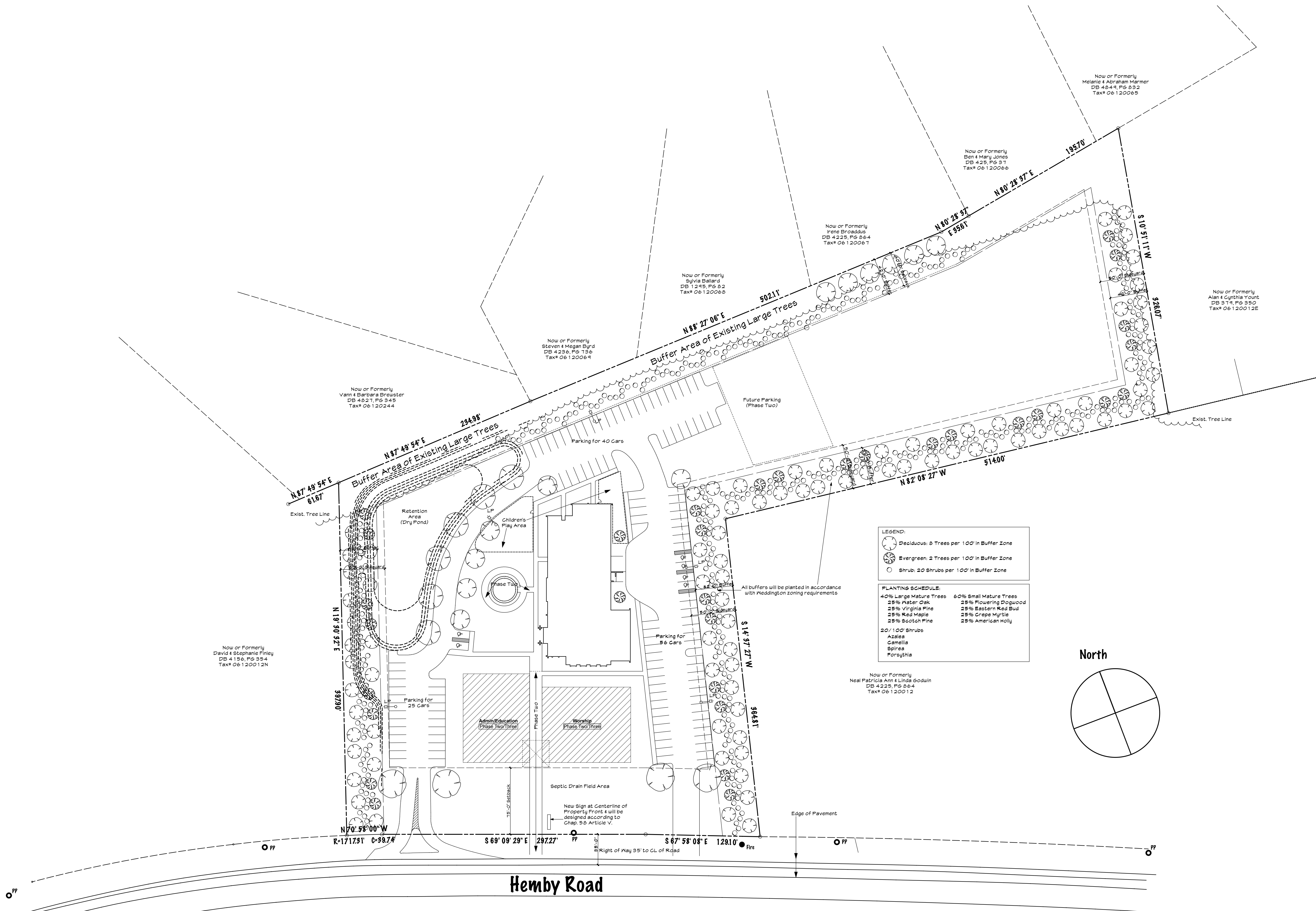


Seal

Date: 7/6/15

Landscape Plan

SP1.2



1
SP1.2 Site Plan - Landscaping
SCALE: 1" = 50'

Tract 2
 ~Now Or Formerly~
 Eddie Bernard Oates, Jr.
 Tract 2 Pc L, File 044
 Tax #06120012p

septic &
 repair area
 per union county

42' BUFFER

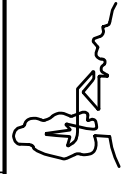
FUTURE BUILDING

FUTURE

75' setback

revised septic
 field area
 (12\03\12)

R30' R5.0' 15.0' R30' R45' 12.0' R45' 15.0' R1.0' 2.0' R1.0'



URBAN
 DESIGN
 PARTNERS

1318-e6 central ave. P: 704-334-3303
 charlotte, nc 28205 F: 704-334-3305

All Saints Anglican Church

Driveway Exhibit

PROJECT NO: 14-075
 DATE: 07.01.15
 DESIGNED BY: udp
 SCALE: 1" = 40'

1
 SHEET NO

HEMBY ROAD
 S.R. 1346 - R/W NOT FOUND
 (SHOWN 35' FROM CENTERLINE)

STORM WATER IMPACT ANALYSIS
FOR
ALL SAINTS ANGLICAN CHURCH
Weddington, Union County, North Carolina

Date: 05.04.15
Revised: 06.02.15



Project No: 14-075

Calculations By: udp



CONTACT INFORMATION/RESPONSIBLE PARTIES

Project:

All Saints Anglican Church
Hemby Road
Weddington, NC

Owner:

All Saints Anglican Church
Charles McClure
1312 Matthews-Mint Hill Road
Matthews, NC 28105
704-708-4680

Architect:

McLeod Associates/Architect
211 W. Matthews Street, Suite 106A
Matthews, NC 28105
704-562-2690

Engineer:

Urban Design Partners
Brian D. Smith, P.E.
1318-E6 Central Avenue
Charlotte, NC 2825
704-334-3303

OBJECTIVE

The purpose of this report is to identify and analyze the impacts of the development of parcel number 06-120-012Q. The site is located along Hemby Road in Weddington, NC. The proposed development includes a church campus including a multi-purpose building, and associated parking in the first phase. Later phases will include a sanctuary building.

EXISTING CONDITIONS

The site is located on Hemby Road in Weddington, NC, roughly 2,300 linear feet northwest of the intersection of Weddington-Matthews Road and Hemby Road. The site is 7.95-acre and currently consists of open farmland and is zoned as residential conservative (R-CD). The adjacent parcels are single-family residential lots with the exception of the parcel to the southeast of the site, which is open farmland. Exhibit 1 shows the existing conditions for the parcel.

There are two (2) distinct drainage basins on the site. The smaller of the two basins drains to the east while the larger flows off the property to the west. The small area that flows to the east was part of the area that was farmland. There are no improvements proposed for the drainage area flowing to the east.

Runoff leaving the site to the west does so through an existing drainage swale. It remains as channel flow except for several road crossings in the Providence Woods South subdivision. Ultimately the runoff reaches an existing pond in the subdivision. It has an approximate surface area of 4.5-acres and is roughly 2,800-linear feet from the site. The drainage area for the existing pond is approximately 85.5-acres. The portion of the site which drains to the pond is 4.87-acres. This represents 5.7% of the overall drainage basin which is a very small portion to the overall basin. Refer to Exhibit 2 for the drainage basin for the existing pond.

PROPOSED DEVELOPMENT

The proposed development of the site includes a 21,000 square foot multi-purpose building, 14,000 square foot sanctuary and associated parking. Phase 1 of the development includes the multi-purpose building and the parking. Exhibit 3 shows the proposed site plan at full build out. The proposed built-upon-area is approximately 57%, based on the on-site drainage area.

The site is located in the Twelve Mile Creek Watershed which has water quality requirements set forth by North Carolina Department of Environment and Natural Resources (NCDENR). The Town of Weddington has recently updated their Storm Water Ordinance however the proposed development of All Saints Anglican is grandfathered to the old ordinance requirements. However the church has elected to provide additional controls above the requirements of the old ordinance.

Storm water runoff from the proposed development will be collected and controlled within a structural Best Management Practice (BMP). A dry detention pond will be used to control peak flows and a sand bed provided in the bottom of the pond will satisfy the water quality requirements.

The area that drains to the east will be graded and re-seeded with grass. There are no improvements planned for that area except for the grading. The area will be usable area for outdoor events and recreation.

DOWNSTREAM IMPACTS

Small rain events will drain through the sand bed and discharged offsite to the existing drainage swale. Peak flow from larger events (2-yr, 10-yr and 25-yr) will be controlled within the dry pond back to pre-development conditions.

Runoff from larger events (50-yr and 100-yr) will be reduced but not controlled back to pre-development rates. In a 50-year event there will only be a 1.29-cfs increase in peak flow over the existing conditions. The peak flow from a 100-year event will increase approximately 3.56-cfs over pre-development rates. The increased flow from the site on these larger events will have little impact to the existing pond because the site is such a small portion of the overall drainage area. As water flows through the channels some will be lost so infiltration and some lost to evaporation.

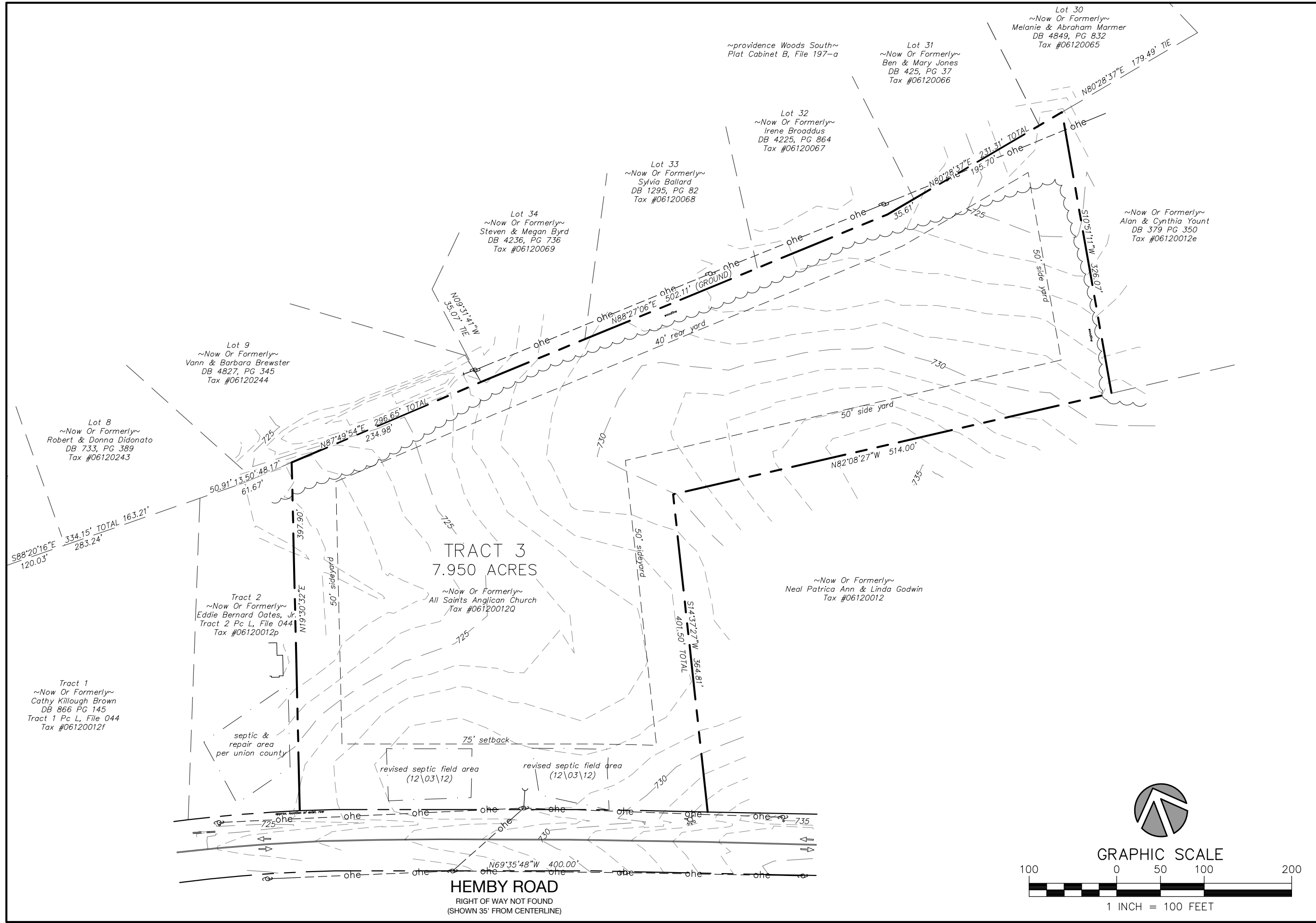
The pond outlet pipe will have an energy dissipater such as a rip-rap apron so that discharge velocities are non-erosive to the existing channel.

There is a portion of the adjacent property which is drains through the church's site which is not included in the detention. The area draining through the site is approximately 3.9-acres. A closed storm drainage system will be provided to carry this runoff around the site and discharge with the pond outlet. The drainage can be seen on Exhibit 2 illustrating the pond drainage area.

EXHIBITS

The following exhibits are included:

- Exhibit 1. Existing Site Conditions
- Exhibit 2. Existing Drainage Area
- Exhibit 3. Site Plan



**URBAN
DESIGN
PARTNERS**
1318-e6 central ave. P. 704-334-3303
charlotte, nc 28205 F. 704-334-3305

All Saints Anglican Church

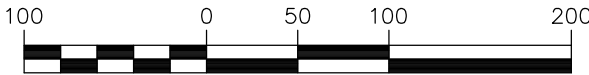
Exhibit 1
Existing Site Conditions

PROJECT NO: 14-075
DATE: 05.04.15
DESIGNED BY: udp
SCALE: 1"=100'

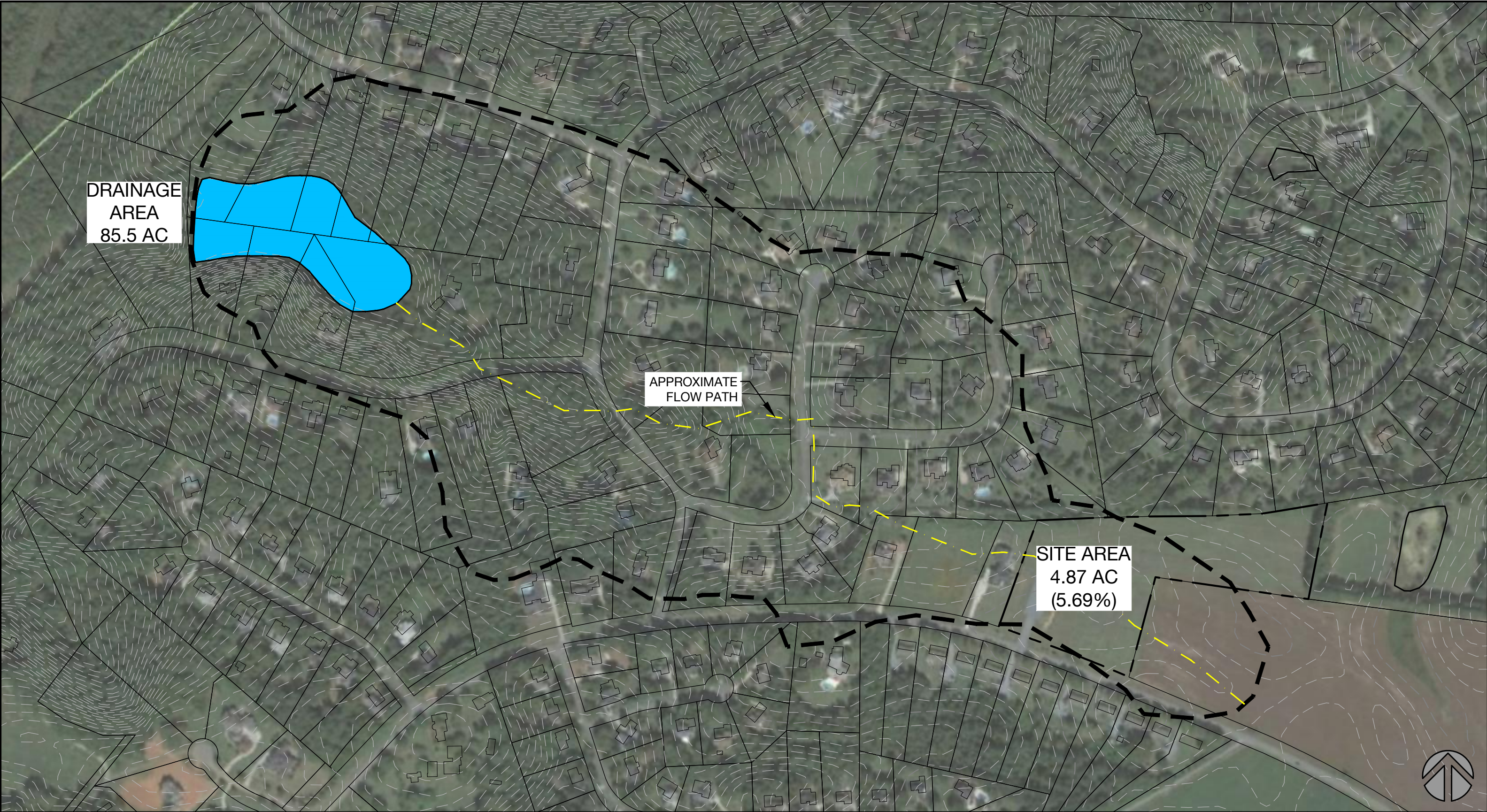
SHEET NO

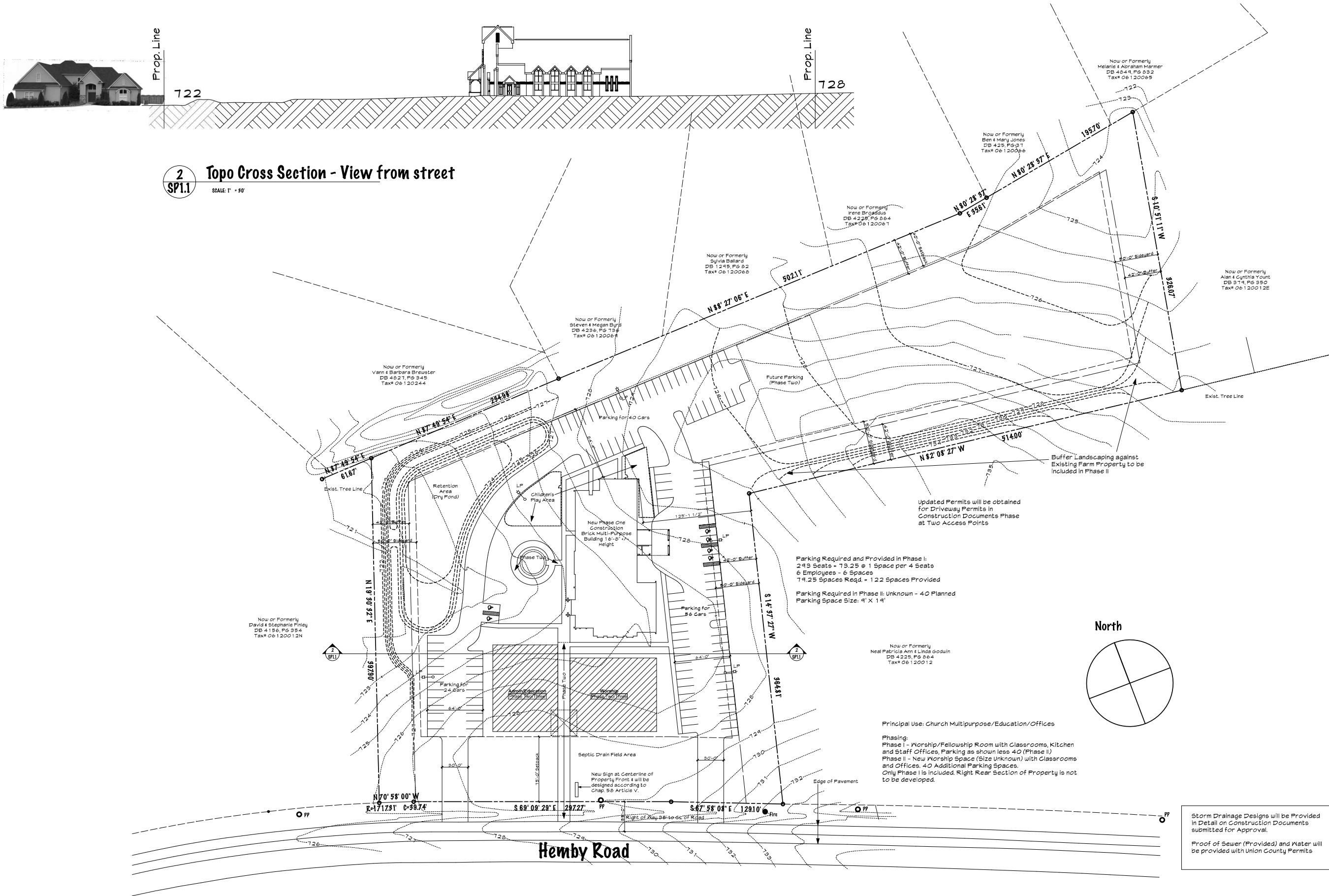


GRAPHIC SCALE

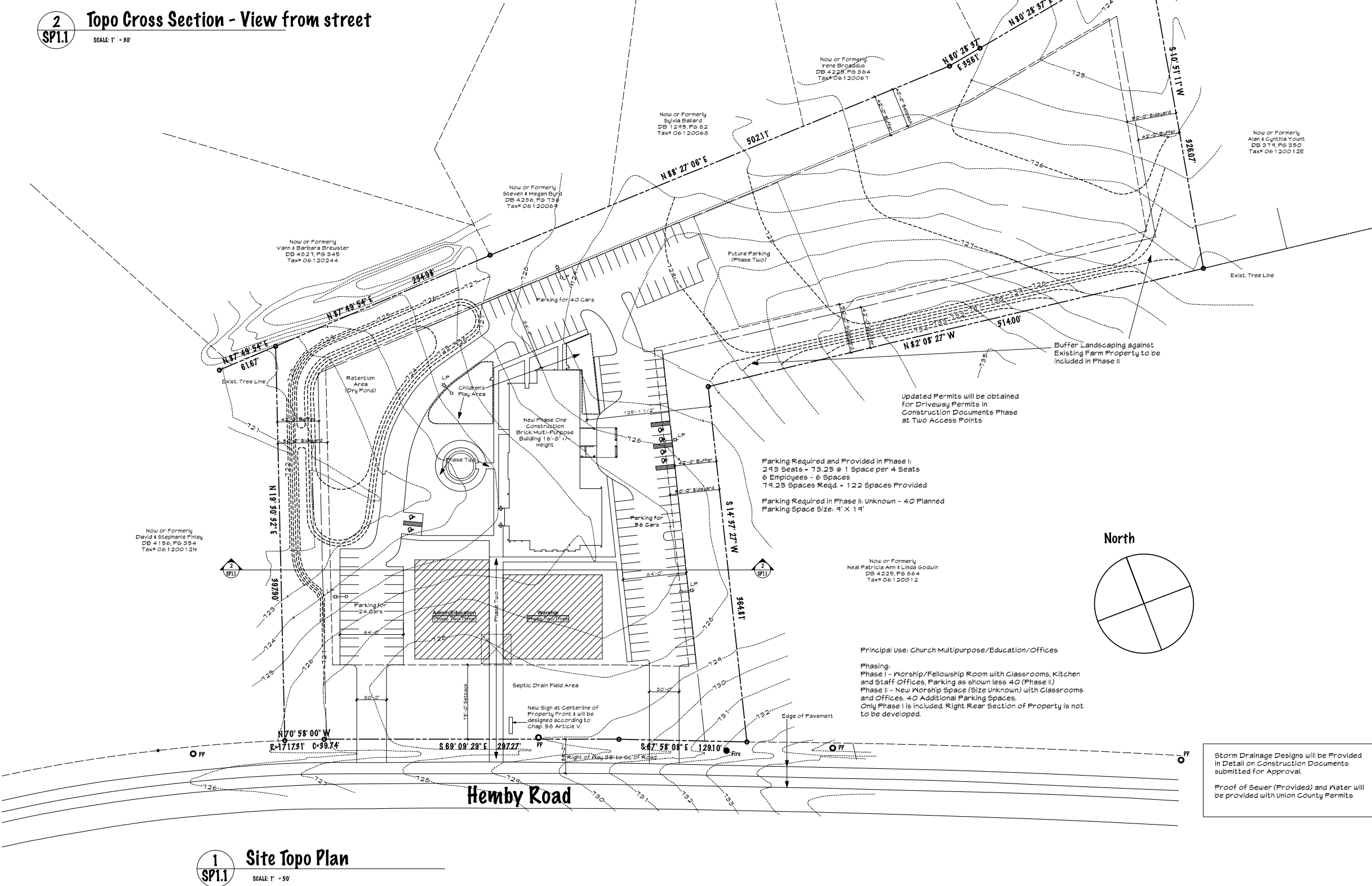


1 INCH = 100 FEET

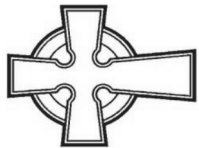




2
SP1.1
Topo Cross Section - View from street
SCALE: 1" = 50'



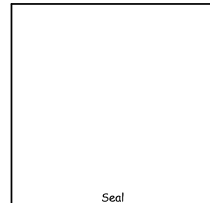
1
SP1.1
Site Topo Plan
SCALE: 1" = 50'



All Saints
Anglican Church
Weddington, D.C.



McLeod Associates/Architect
211 W. Matthews St. Suite 106A Matthews NC 28105
704 • 562 • 2890
dmcleod@earthlink.net



Date: 5/1/15

Storm Drainage Designs will be Provided
in Detail on Construction Documents
submitted for Approval.

Proof of Sewer (Provided) and Water will
be provided with Union County Permits

Site Topo Plan

SP1.1



June 3, 2015

US INFRASTRUCTURE OF CAROLINA, INC.
CONSULTING ENGINEERS

Mr. Julian Burton, Zoning Administrator/Town Planner
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Storm Water Plan Review – CUP application
All Saints Anglican Church Site Plan
USI Project No. 140209- 14

Dear Julian:

We have reviewed the storm water management plans submitted June 2, 2015 by Urban Design Partners for their conformance with the Town's requirements for CUP applications. The submittal shows that the proposed sand filter/ dry detention pond serving the western portion of the property will detain the post-developed storm water runoff rates to pre-developed rates for the 1, 2, 10, and 25-year storms. Runoff from the 50- and 100-year storms will be close to pre-developed rates (within 1.3 cubic feet per second (cfs) and 3.6 cfs respectively). The application for the All Saints church was submitted prior to the Town's recent storm water ordinance revisions and therefore was directed to comply with the new ordinance standards as closely as possible for the 50- and 100-year storms. The eastern portion of the property will be graded and re-seeded in grass and no storm water management controls are required.

The designer provided an analysis of potential storm water runoff impacts to downstream owners, described in the attached narrative. Runoff from the adjacent upstream property will be piped around the site and along with the pond outlet be discharged to an existing swale downstream of the property. The increase in storm water volume from the development will be retained within the pond and released at rates equal to or less than current rates from the site.

The stormwater management plans and calculations provided by the engineer satisfactorily demonstrate that the proposed site development plan will meet the storm water management requirements of the Town and are recommended for acceptance. After CUP approval, final construction drawings and calculations should be submitted to the Town for review.

If you have any questions, please contact us at 704-342-3007.

Sincerely,

US Infrastructure of Carolina, Inc.

Bonnie A. Fisher, P.E.
Project Manager

cc: Brian Smith, PE

Attachment

December 22, 2014

TO: Mr. Julian Burton
Town Planner/Zoning Administrator
Town of Weddington, NC
1924 Weddington Road
Weddington, NC 28104

FROM: Justin T. Carroll, PE
Traffic Engineering Operations Manager
STV INCORPORATED
900 West Trade Street
Suite 715
Charlotte, NC 28202-1144



Subject: All Saints Anglican Church Transportation Assessment Review

Development Facts:

This report is an independent review of the Transportation Assessment for All Saints Anglican Church conducted by Ramey Kemp & Associates. This development is being proposed along a NCDOT facility (Hemby Road), however NCDOT did not require a traffic impact analysis for this phase. Acting as the Town's traffic consultant, we recommended the analysis of the site driveways and the intersection of Weddington-Matthews Road and Hemby Road.

The proposed development would be located on Hemby Road west of Weddington-Matthews Road. The current site plan includes a 296 seat church with access provided by two site driveways. Sunday services are expected to include worship service from 9:30 to 10:30 AM and Sunday school from 11:00 AM to 12:00 PM. Wednesday night services are expected with an attendance of 25 to 30 people. Based on this attendance, no traffic impact is expected during weekdays.

Preliminary Transportation Assessment Recommendations:

Ramey Kemp & Associates recommendations and conclusions are:

1. "The 2016 No-Build and 2016 Build scenarios were compared using Synchro to determine if the proposed development will impact the intersection of Weddington-Matthews Road and Hemby Road. The proposed site is expected to have minimal impact on the intersection. Synchro and SimTraffic both indicate no queue issues are expected due to the proposed site. The existing turn lane storage lengths are expected to be sufficient in the 2016 Build scenario."

2. "The site driveways were modeled as full access unsignalized intersections. Each approach was modeled with a single shared lane. The Warrant for Left and Right Turn Lanes graph, found in the NCDOT Policy on Street and Driveway Access to North Carolina Highways, was used to determine if turn lanes are warranted on Hemby Road at the site driveways. No turn lanes are warranted based on this graph. Additionally, Chapter 9, Figure 4 of the NCDOT Roadway Design Manual was referenced to conduct right turn lane warrant analysis at the site driveways. This figure also indicates that no right turn lanes are warranted. Synchro indicates that both site driveways are expected to operate at acceptable levels of service."

Review Recommendations:

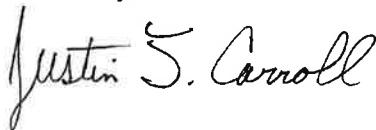
A thorough review of the TIA led to minimal findings that had no real effect on the recommendations.

Conclusions:

Based on the technical review of the Transportation Assessment as submitted, the analysis seems to represent the potential future traffic operations and impacts due to the proposed development. The recommendations associated with this proposed development appear to be reasonable and mitigate the projected impact of the development.

Please contact me at (704) 940-6820 or justin.carroll@stvinc.com should you have any questions regarding this analysis.

Sincerely,

A handwritten signature in black ink that reads "Justin T. Carroll". The signature is written in a cursive, flowing style.

Justin T. Carroll, PE
Traffic Engineering Operations Manager
STV, INC.

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Peggy Piontek Town Administrator

DATE: July 13, 2015

SUBJECT: Social Media Policy Examples

Council has been provided several examples from other jurisdictions of social media policies for review and consideration.

PSP

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Peggy Piontek Town Administrator

DATE: July 13, 2015

SUBJECT: Consideration of Electrical Bids

Councilwoman Harrison has explained the need for additional electrical outlets and lighting in the back of Town Hall at previous meetings. While getting those bids, staff asked for quotes on putting outlets on each side of the front door and trouble shooting some of the lighting and electrical issues we are experiencing. After receiving all bids, staff recommends

PSP

THE BOSWELL GROUP

Proposal

From: THE BOSWELL GROUP

PO Box 3020
Monroe NC 28111

Office: 704-289-8986

Fax: 704-289-5130

Contact: Todd Boswell

Cell: 704-201-1197

toddboswell@boswellelectric.com

Proposal #: 2952 R1

Date: 07-01-15

Page 1 of 1

To: Town of Weddington

1924 Weddington Road
Weddington NC 28104

Office: 704-846-2709

Fax: 704-844-6372

Attn: Peggy Piontek

Cell:

townclerk@townofweddington.com

Project Name: Town Hall

Ref: Electrical Misc.

For the above mentioned Project we quote the following:

Item 1:

House Flood Lights and Post Light

To furnish and install five (5) new 2-head Flood Lights with motion sensor fixtures and LED lamps.

To fix the Post Light and install an LED lamp and Photocell if needed.

Note: This price does not include repairing or replacing any existing wiring that is located in the ground.

For Item 1 we quote the sum of: _____ \$1,243.00

Item 2:

Land Scape Light Receptacles

To furnish and install two (2) GFI receptacles on the house to be used for future Land Space Lighting.

These receptacles will be fed from existing receptacle circuits inside the House and will be mounted within 1-foot of the existing receptacles.

For Item 2 we quote the sum of: _____ \$389.00

Item 3:

Replace Car-Port Panel Wiring

The existing wires feeding the Car-Port Panel are not large enough to handle the added Receptacle and Pole Light circuits.

These wires are also direct burial wires which means they are not in a conduit. If one of these wires is damaged in the ground it could have something to do with the breaker tripping in that panel.

This price includes to furnish and install new conduit and wiring from the existing panel on the House to the Car-Port so as to have more power in the Car-Port for the new Receptacles and the new Pole Light.

For Item 3 we quote the sum of: _____ \$1,729.00

Item 4:

Three Quad Receptacles for Future Events.

To furnish and install one (1) quad receptacle beside the existing two panels on the House and to be on a dedicated circuit fed from the House panel.

To furnish and install one (1) quad receptacle in the Car Port to be located on the left side wall and to be on a dedicated circuit fed from the New Car-Port panel.

To furnish and install one (1) quad receptacle in the Car Port to be located on the right side wall and to be on a dedicated circuit fed from the New Car-Port panel.

For Item 4 we quote the sum of: _____ \$1,988.00

Item 5:

To furnish and install one (1) pole-light Base at the end of the new parking at the Car-Port.

To furnish and install two (2) quad receptacles on a new Pole Light (Per Item 6 or Owner Furnished).

One (1) quad will be on a dedicated circuit and the other quad will share a second circuit with the Pole Light.

This price includes to furnish and install a Switch in the Car-Port for the Pole Light.

Notes:

In order to get circuits on the left side of the Car Port we will run a new surface mounted PVC conduit with circuits to the left side wall from the Car Port Storage Room panel. The conduit will be run tight against the front header and the inside the Car Port. It will then turns and run down the wall to a quad receptacle box. Out of that box we will run a PVC conduit with circuits to the Pole Light.

This price does not include a Pole Light but does include the base for a Pole Light.

For Item 5 we quote the sum of: _____ \$3,563.00

Item 6:

Pole Lights

I can't get prices for Pole Lights until Monday or Tuesday but for budget numbers you can figure the following.

Typical 250-Watt Pole Light is around \$2,500.00 and an LED Pole Light at around \$4,500.00.

I can get better numbers next week.

I know The Boswell Group is probably new to you but we were Boswell Electric from 1985 until about seven months ago when we were bought out. The Company is still the same people with the exception of the new Owners.

As Boswell Electric we installed the street lights for the Town of Weddington and have done other small items as well.

FYI: We now are a HUB Certified Minority Contractor for NC

If you have any questions or concerns please contact me.

Thank you,

Todd Boswell

July 8, 2015

TOWN OF WEDDINGTON

1924 Weddington Road
Weddington, N.C.

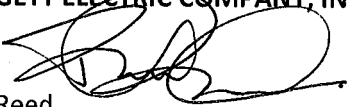
Attention: Peggy S. Piontek
Town-Administrator

Project: Electrical Upgrades

1. Check power to front lamp post
2. Add GFI outlets on left and right of front door
3. Check lights tripping in outside storage area
4. Change panel in storage room to 50AMP by adding larger feeder if existing is in conduit all the way.
5. Run (3) 120V circuits from panel in storage room thru attic crawl space to exterior wall at carport.
 - A. Set switch for pole light
 - B. Trench (60-70ft +,-) to end of concrete drive
 - C. Run conduit with 3 circuits – (1) for lights and (2) for 120V GFI outlets.
 - D. Furnish 16 feet acorn pole and pole base
 - E. Furnish permit for above mentioned project.

TOTAL: \$6825.00

HARGETT ELECTRIC COMPANY, INC.



Ron Reed
Vice President

David Long Electrical Contractor, Inc.
P.O. Box 2307
Indian Trail, NC 28079

OVER 23 YEARS
OF QUALITY
SERVICE IN THE
CHARLOTTE
AREA

Proposal

Date	Proposal#
7/2/2015	040858

JOB LOCATION

ATT : PEGGY PIONTEK

704-849-0007 office

704-773-6614 Cell

Name / Address

WEDDINGTON TOWN HALL
1924 WEDDINGTON RD
WEDDINGTON NC 28104

David@davidlongelectrical.com

P.O. No.

REP

Terms

Item	Description	Total
	1) WIRE AND INSTALL 1-110V 20 AMP DUPLEX GFCI WEATHER PROOF RECEPTACLE ON FRONT OF BUILDING AT COUNSEL MEETING ROOM WINDOW AREA 2) WIRE AND INSTALL 1 -110V 20AMP DUPLEX GFCI WEATHER PROOF RECEPTACLE ON RIGHT SIDE OF BUILDING 3) POST LIGHT AT FRONT NOT WORKING WILL REPLACE PHOTOCELL, BULB AND SWITCH IF NEEDED. NO OTHER TROUBLE SHOOTING INCLUDED. IF LIGHT DOES NOT WORK AFTER THIS WE WILL PROVIDE AN ADDITIONAL QUOTE FOR REPAIR 4) REPLACE LIGHT FIXTURE AT FRONT DOOR WITH A SIMILAR FIXTURE AS CLOSE AS POSSIBLE 5) GFCI BREAKER TRIPPING IN GARAGE WILL CHECK CIRCUIT FOR ANY GROUND FAULTS ALL RECEPTACLES AND FIXTURES FOR OBVIOUS FAULTS (PINCHED WIRES EXCESS MOISTURE IN EXTERIOR RECEPTACLES ETC) THE BREAKER STAYED ON FOR 30 MINUTE3S WHEN WE RESETS IT TUESDAY PROBLEM COULD BE SOMETHING THAT IS GETTING PLUGGED INTO AND OUTLET MAY HAVE A GROUND FAULT A UNION COUNTY POLICE OFFICER THAT WE TALKED TO SAID THEIR RADAR SIGN HAS SOME ISSUES THAT COULD BE THE PROBLEM 6) WIRE AND INSTALL ONE POST LIGHT (DARK SKY COMPLIANT) 16' POLE WITH LED FIXTURE SHOE BOX STYLE 24" LONG X 15" WIDE X 4/5" THICK WIRE AND INSTALL 1- 20AMP CIRCUIT GFCI DUPLEX RECEPTACLE AT NEW POST LIGHT. WILL TRENCH TO LOCATION AND RUN WIRING IN TRENCH, COVER TRENCH. 7) WE CAN INSTALL 1 LOW VOLTAGE TRANSFORMER ON SIDE OF BUILDING AND INSTALL A LED LOW VOLTAGE LIGHT AT FLAG. YOU CAN ADD LED FIXTURES TO THIS TRANSFORMER HAS DUSK TO DAWN FEATURE	
QUOTED PRICE	1)	425.00
QUOTED PRICE	2)	425.00
QUOTED PRICE	3)	125.00
QUOTED PRICE	4)	200.00
QUOTED PRICE	5)	135.00
QUOTED PRICE	6)	3,400.00
Thank you for your business	Total	

OVER 23 YEARS
OF QUALITY
SERVICE IN THE
CHARLOTTE
AREA

Proposal

Date	Proposal#
7/2/2015	040858

JOB LOCATION

ATT : PEGGY PIONTEK

David Long Electrical Contractor, Inc.
P.O. Box 2307
Indian Trail, NC 28079

704-849-0007 office

704-773-6614 Cell

Name / Address

WEDDINGTON TOWN HALL
1924 WEDDINGTON RD
WEDDINGTON NC 28104

David@davidlongelectrical.com

P.O. No.

REP

Terms

Item	Description	Total
QUOTED PRICE	7)	475.00
Thank you for your business		Total \$5,185.00

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Peggy Piontek Town Administrator

DATE: July 13, 2015

SUBJECT: Appointment of Public Safety Advisory Committee

Council has been provided the applications we have received for the open seat on the Public Safety Advisory Committee. Councilmember Smith will provide his recommendation.

PSP

LAND USE PLAN ANNUAL REVIEW JULY 2015

The Town of Weddington continues to meet the goals and policies of the Land Use Plan:

The town continues to require open space for developments 6 acres or greater, and has increased the required buffer for new developments along thoroughfares to 100 feet.

All developments currently being proposed are single family homes.

The Town of Weddington has consistently emphasized that any new commercial development should be sized to serve the town residents and must be located within the designated Town Core.

Conservation subdivisions are in progress on Rea Rd, on Weddington-Matthews Road, on Lochaven Road and on Antioch Church Road, with smaller lots thus providing additional conservation land in the town.

The Planning Board acting as the Design Review Board and the Town Council review construction plans and the Planning Board reviews entrance monuments for new subdivisions to be sure they are consistent with the Town's aesthetic values.

The Town Council has required re-location of a subdivision entrance on Hemby Road to improve sight lines and continues to minimize curb cuts on thoroughfares.

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

Plans have been made to maintain the medians on Providence Road and to purchase new town banners when the budget will allow.

The LARTP has specified certain roads that will be required and the extension of Amanda Drive will begin as Vintage Creek is built. The Falls at Weddington will continue the Amanda Drive extension.

The Town continues its contract with CCOG for a part-time code enforcement officer to investigate complaints about violations of the Town's ordinance.

Storm Water Ordinances have been revised and strengthened with the help of the engineer at USI.

The Zoning Administrator/Planner along with the Town Core Committee created a draft ordinance to ensure a pedestrian friendly, cohesive development process in the Town Center.

The Planning Board with assistance from NCDOT and traffic engineer Justin Carroll has established new requirements for traffic impact analysis studies for both conditional zoning and major subdivisions.

LAND USE PLAN AMENDMENT (Reference to Overlay District – Page 17)

Land Use Policies:

- Policy 1: Preserve open space and scenic views through appropriate zoning regulations. Require open space preservation in both conventional and conservation subdivisions and commercial developments.
- Policy 2: Preserve the Town's natural resources. Depending upon the fragility of the resource, restrictions should limit or prohibit construction, grading, and even vegetative clearing.
- Policy 3: Limit development to areas of the Town that have suitable soil and topographic characteristics for development.
- Policy 4: Limit development in designated 100-year floodplains, wetlands and along natural waterways to reduce the risk of significant damage and injury to life and property.
- Policy 5: Ensure that development is consistent with the Town's quality and aesthetic values, thereby protecting property values.
- Policy 6: Retain the character of the community by ensuring that new residential development consists of single-family homes.
- Policy 7: Continue to allow manufactured housing in Weddington on individual lots within Residential (R) zoning districts in accordance with NCGS 160A-383.1.
- Policy 8: Prohibit medium and high-density residential development and large-scale commercial development that could create potential traffic and safety problems for the Town.
- Policy 9: Ensure that the scale and design of commercial development is consistent with the unique small-town character of Weddington. Limit such development to small-scale retail and service businesses, serving Town residents and surrounding communities, particularly specialty shops and restaurants and prohibit regional scale retail and service commercial establishments. Provide for open space preservation in new and/or expanded commercial developments.
- Policy 10: Minimize the number of street curb cuts to avoid traffic congestion and ensure public safety.
- Policy 11: Ensure that land uses abutting residential development are compatible with the scale, intensity and overall character of existing and planned neighborhoods.
- Policy 12: Consider land use descriptions shown in **Exhibit 1** and the Future Land Use Map shown in **Exhibit 2** in making zoning and development decisions.

Exhibit 1: Future Land Use Categories

Land Use	Description
Traditional Residential	This category applies to areas where most of the lots and parcels are less than six acres in area. Most of this area is platted and is, or will be zoned for 40,000 square foot lots at a density of approximately one dwelling unit per acre, in accordance with the Town's current Residential (R-40, R-40D, R-60, R-80, RE and RCD conventional) zoning districts.
Conservation Residential	This category applies to the areas within the Town that are currently zoned RCD or are six acres or greater in area. Some of this area has not been developed while some of the area is currently a conventional or conservation subdivision. Conventional subdivisions shall have minimum lot sizes of 40,000 square feet, plus be subject to a 10% open space requirement. Conservation subdivisions shall be subject to a conditional zoning permit and allow for smaller lot sizes, yet retain a density of approximately one dwelling unit per 40,000 square feet.
Neighborhood Business	Existing commercially zoned (MX, B-1(CD) or B-2(CD)) parcels that lie in the vicinity of the "Town Center" or near the intersection of New Town Road and NC 16. This area is intended for neighborhood scale businesses that serve the needs of Weddington's residents and surrounding communities. <u>All new commercial development in the Town Center is subject to additional requirements found in the Downtown Overlay District.</u>

Policy 13: Through the conditional zoning process, provide for alternative smaller lot sizes to accommodate a variety of age and income groups, which promotes community, residential, and population diversity.

Policy 14: Allow alternative smaller lots to promote residential and population diversity in the community.

LAND USE PLAN AMENDMENT (Reference to Overlay District – Page 50)

Commercial Development. As indicated previously, the Town has very limited commercial activity. The only commercial area in Weddington is located at the intersection of NC 16 and NC 84. The existing commercial development is zoned for mixed uses, business, retail, and office uses. Uses are limited in nature and size; setback requirements are significant. Tenants in the shopping center include a grocery store, fitness center, three restaurants, a mail delivery center, a hair salon, nail salon, pet salon, drycleaners, and an animal hospital. Adjacent to the shopping center is a small professional office complex that contains a dentist office, orthodontic office, chiropractic office, two medical health office, an insurance company, a real estate agency, a law firm, clothing alteration and an interior design office. A convenience store and bank are located along NC 16. Adjacent to the shopping center is an indoor gymnasium facility. A 15,000 square foot office building was recently approved. Weddington's Town Hall lies adjacent to this shopping/office complex. All land that is currently zoned for commercial purposes in Weddington is found in the vicinity of the Town Center.

In May of 2015, the Town Council adopted a Downtown Overlay District to provide additional regulations for the above-mentioned 34 acres already designated future business on the Future Land Use Map. The Overlay District policies are based on the Goals, Policies, and Strategies already included in this Land Use Plan, and will help create an attractive, accessible, and unified Town Center.

Although commercial facilities are limited within Weddington itself, there are numerous commercial facilities within a short distance of Weddington. There are a number of existing shopping centers within five miles from Weddington, with more planned or under construction. A 2009 market study by Arnett Muldrow indicated that there were 7,174,000 square feet of existing or planned retail space within a 15 minute drive of Weddington.

The large amount of commercial development in southern Mecklenburg County and western Union County, close to Weddington, provides additional commercial development opportunities and supports existing Town demand. Future commercial development in the Town should therefore be limited due to existing traffic volumes on major thoroughfares and overall community sentiment as reflected in the 2010 land use survey. However, the survey also showed a preference for innovative commercial uses that blend in, rather than are differentiated from, adjacent areas. Such land uses, such as limited retail and office, if properly designed, can be both appealing and harmonious with adjacent land uses.

An existing shopping facility close to Weddington is the Arboretum, at Providence Road and NC 51. It contains over 500,000 square feet of retail floor area and contains a wide variety of stores;

including grocery, discount retail, clothing, restaurants, fast food, and movie theaters. It is one of the largest shopping centers in southern Mecklenburg County and serves many of the shopping needs of Weddington residents. The Promenade on Providence is located at the intersection of Providence Road and Ballantyne Commons Parkway. The Promenade offers over 450,000 square feet of commercial area. This includes a strip shopping center, retail uses, pharmacy, convenience store and a two “big box” home improvement stores, as well as an office complex. The Arboretum is located approximately five miles north of the Weddington “Town Center”.

Two other shopping complexes, Stonecrest and Blakeney serve the Weddington area and are located along Rea Road. These two shopping centers plus Village Commons in Wesley Chapel, Rea Village Shopping Center at Providence Road and Ardrey Kell Road and Idlewild Village in Stallings serve the Weddington community.

In nearby Marvin, a fifteen-acre parcel was rezoned to accommodate a small shopping area along the west side of that portion of Rea Road Extension that lies in Marvin. A similar sized tract along the east side of Rea Road Extension that lies in unincorporated Union County is also zoned for commercial purposes.

Other existing shopping areas that are relatively close to Weddington include Plantation Market, on Weddington-Matthews Road in Matthews; Potter Square, which lies off Old Monroe Road in Stallings; and at the intersection of McKee Road and Potter Square in Stallings. There also are two other strip shopping centers that lie along US 74 in Indian Trail that provide many of the same shopping opportunities as are found in the other previously mentioned shopping facilities. The only true “downtown” shopping opportunities that are located nearby are found in Matthews and Waxhaw, which includes a limited number of specialty shopping stores, restaurants, and offices.

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE (“Lease”) is made as of the _____ day of July, 2015 (“**Effective Date**”), by and between the **TOWN OF WEDDINGTON**, a North Carolina municipal corporation (“**Landlord**”), and **WESLEY CHAPEL VOLUNTEER FIRE DEPARTMENT**, a duly organized rural fire department (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord will lease to Tenant, and Tenant will lease from Landlord, the Premises (defined below) as provided in this Lease; and

WHEREAS, the Tenant provides certain firefighting services to the Landlord under the terms of that certain Fire Suppression Agreement dated _____, 2015 (hereinafter the “**FSA**”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. **Leased Premises.** Pursuant to the terms of this Lease, Landlord leases to Tenant that certain lot, tract or parcel of improved real estate, with all improvements thereon, situate, lying and being in the Town of Weddington, County of Union, State of North Carolina, containing approximately 1.259 acres (“**Land**”), and more particularly described on **Exhibit A** attached hereto, together with all improvements (“**Improvements**”) constructed on the Land (including a (i) 8,329 square foot volunteer fire station building located thereon, and (ii) 1,500 square foot metal building located in the rear of the Land) (collectively, the “**Building**”) (the Land and the Improvements (including the Building) are collectively referred to as the “**Premises**”).

2. **Term.** The initial term of this Lease (“**Initial Term**”) shall be for a period of one (1) year, commencing on _____, 2015, (“**Commencement Date**”) and expiring on _____, 2016 (“**Expiration Date**”), unless extended or sooner terminated as herein provided. So long as Tenant is not in default hereunder, it is agreed that this Lease will automatically renew for successive terms of one (1)-year (each, a “**Renewal Term**”), upon the same terms and conditions unless either party notifies the other party in writing of its intention not to renew this Lease at least sixty (60) days prior to the expiration of the existing Term. “**Term**” means the Initial Term and the Renewal Term(s).

3. **Rent.**

(a) **Base Rent.** Beginning on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord annual base rent in the amount of \$12.00, payable in twelve (12) equal monthly payments of \$1.00 (“**Base Rent**”). Base Rent shall be payable on the first (1st) day of each calendar month without notice, offset or deduction. Any delinquent installment of Rent shall bear interest at the rate of eighteen percent (18%) per annum, compounded monthly, from the due date of such Rent until such late Rent and all interest accrued thereon is paid in full. In the event any payment of Rent is more than ten (10) days past due, an administrative charge equal to five percent (5%) of such past due sum shall be due and payable by Tenant to Landlord immediately upon written demand therefor. Tenant acknowledges that the aforementioned late charge and interest are in addition to Landlord’s other rights and remedies available under this Lease, at law or in equity. If Landlord shall at any time accept any Rent after the same shall become due and payable, then such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord’s rights under this Lease, at law or in equity.

(b) Additional Charges. Any sums payable to Landlord under this Lease (other than Base Rent) are referred to in this Lease as “**Additional Charges**” and shall be due and payable in full, without setoff, thirty (30) days after demand unless otherwise provided in this Lease. Base Rent and any Additional Charges are collectively referred to in this Lease as “**Rent**.” Additional Charges include charges arising from Tenant’s failure to perform its maintenance, repair and replacement obligations under Section 9, the Impositions under Section 12, and Tenant’s failure to maintain the insurance coverages required by Section 14.

(c) Payment. All monetary payments to Landlord from Tenant shall be sent to Landlord at the address set forth in Section 26 hereof. If Landlord accepts any Rent after it is due and payable, then that acceptance shall not constitute a waiver of any of Landlord’s rights under this Lease.

4. Condition; Acceptance of Possession. Landlord has not made any representations or warranties as to (a) the condition of the Premises; (b) the compliance of the Premises with any federal, state or local law, statute, regulation, rule, ordinance, code, order, injunction or other governmental requirements, including, but not limited to, those related to zoning, subdivision and construction (collectively, “**Laws**”); or (c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES. Tenant accepts the Premises “**AS IS**” and “**WHERE IS**.” Tenant agrees that, by leasing the Premises and taking possession of the Premises, Tenant has examined the Premises and has approved all matters concerning the Premises which Tenant deems material to Tenant’s leasing and use of the Premises.

5. Ownership; Quiet Enjoyment. Landlord covenants that (i) Landlord is the owner of fee simple title to the Premises, subject to all conditions, covenants, restrictions, easements and other matters of record, any matters that would appear on a current and accurate survey of the Premises, the access/utility easements and all Laws; and (ii) Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly enjoy the Premises for the Term subject to the terms of this Lease, without disturbance from anyone claiming through Landlord.

6. Intentionally Deleted.

7. Use. The Premises shall be used by Tenant for its exclusive use and operation as a volunteer fire department. The Premises shall house firefighters providing fire suppression and first responder emergency medical services. The Premises also may be used for those services incidental to the operation of a fire station, including, but not limited to: all activities reasonably required of Tenant pursuant to the terms of the FSA, firefighter training, fire vehicle and apparatus maintenance, equipment storage and maintenance and occasional fundraising. (“**Permitted Use**”). Any other use of the Premises shall require the prior written consent of Landlord, which may be withheld in the sole and absolute discretion of Landlord.

Tenant and Landlord agree that the Training Room on the Premises may serve as an occasional meeting place for the public and for Landlord. Such room shall be available to Landlord without charge and Landlord’s use of the Training Room shall be unlimited, provided that such uses do not conflict with the Tenant’s planned uses. Notwithstanding the above, the Landlord shall have a right to no less than four (4) events/uses during any calendar year regardless of conflict with Tenant’s planned use. In these situations, Landlord shall endeavor to provide Tenant with a minimum of thirty (30) days written notice of its intent to reserve the Training Room, including the intended use. The Landlord’s use shall be restricted to the following hours: 9:00 a.m. to 12:00 a.m. Tenant may deny the Landlord’s use only where Landlord fails to provide Tenant with the notice required under this section. Landlord shall be responsible for incidental charges arising from Landlord’s use. Notwithstanding any provision herein to the contrary, in no event shall Landlord be entitled to any use of the Training Room which, in Tenant’s

reasonable opinion, may interfere with the firefighting and emergency services operations of the Tenant pursuant to the FSA.

Tenant also may make the Training Room available to the public for civic and community functions, provided that such use does not interfere with the firefighting and emergency services operations of the Tenant. Tenant may charge reasonable rental fees for such use. Where the Premises are rented pursuant to this section, Tenant shall require and obtain insurance coverage at the limits and coverages provided in Section 14 of this Lease. Tenant also shall require and obtain indemnification and hold harmless agreements indemnifying the Landlord and holding Landlord harmless from any and all liability arising from such use. Tenant shall maintain a current log of all rentals, fundraising activities and uses occurring on the Premises. The log shall be provided to the Town on a quarterly basis and shall contain a listing of all rental charges and fees collected during the quarter.

8. **Risk of Loss.** Tenant shall use the Premises at Tenant's own risk. Landlord shall not be liable to Tenant or to any of Tenant's employees, volunteers, agents, licensees or invitees or to any other person or entity for any loss, injury or damage to property or person occasioned by theft, force majeure or any other cause (other than gross negligence or willful misconduct arising directly from the acts or omissions of Landlord). All property placed on, in or about the Premises by, at the direction of, or with the consent of Tenant or any of Tenant's employees, agents, licensees or invitees shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to that property resulting from any cause (other than gross negligence or willful misconduct arising directly from the acts or omissions of Landlord).

9. **Maintenance and Repair.** Tenant shall, at Tenant's expense, be responsible for all routine maintenance and/or repair of the Premises due to normal wear and tear, including, but not limited to, all unscheduled and single maintenance and/or repair items that require an expenditure of \$4,999.99 or less. Tenant may pay for these maintenance expenses from Tenant's building maintenance budget that is appropriated annually to Tenant. Except as expressly provided to the contrary as being Tenant's obligation in this Lease, Landlord shall be responsible for only the unscheduled and single maintenance and/or repair item of a structural, mechanical, electrical or plumbing nature that requires an expenditure of \$5,000.00 or more ("**Expenditures**"). Consistent with Landlord's policy, Tenant will be required to submit three (3) estimates from licensed contractors to the Town of Weddington Council for approval of the aforementioned maintenance and repair Expenditures. Except as provided herein, Tenant shall be responsible for all maintenance and repair to the Premises.

10. **Alterations and Improvements by Tenant.** Without Landlord's prior written consent, Tenant shall not make any interior or exterior alterations, additions or improvements to any portion of the Premises that would materially change the exterior appearance of the Building (any change in the color of more than twenty percent (20%) of the exterior of the Building or any change in materials on more than twenty percent (20%) of the exterior of the Building shall be deemed a material change) or that would cost in excess of \$5,000.00 per occurrence (a series of related changes shall be deemed a single occurrence); except that if Tenant demonstrates a substantial need for additional truck bays to serve the applicable service area, then Landlord shall not unreasonably withhold Landlord's consent to the additional truck bays. Subject to the terms of this Section 10, Tenant shall have the right to make, without Landlord's prior written consent, interior alterations to the Premises. Upon any request by Tenant to make any exterior alterations, additions or improvements, Landlord reserves the right to require Tenant to submit to Landlord plans and specifications for Landlord's review and approval and to otherwise condition such consent on such terms and conditions as Landlord shall determine in Landlord's sole discretion. If Tenant performs any alterations, additions or improvements as permitted by this Section 10, then Tenant shall, at Tenant's sole cost and expense: (i) promptly and with due diligence perform such alterations, additions and improvements in a good and workmanlike manner and with

contractors approved in advance and in writing by Landlord; (ii) obtain all necessary permits, approvals and certificates necessary for the commencement and completion of such alterations, additions and improvements; (iii) perform such alterations, additions and improvements in compliance with all Laws; and (iv) furnish Landlord with full and final waivers of liens and contractors' affidavits and statements, in such form as may be required by Landlord, from all parties performing labor or supplying materials or services in connection with the alterations, additions and improvements showing that all of those parties have been compensated in full and waiving all liens in connection with the alterations, additions and improvements. Tenant shall not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed for the Premises by, or at the direction or sufferance of Tenant and if any such liens are filed against the Premises, Tenant shall promptly discharge the same within ten (10) days of filing. Tenant agrees to hold Landlord harmless against all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work.

11. **Ownership of Improvements.** During the Term, the Improvements, fixtures and personalty on the Premises from time to time shall belong to Tenant. At the expiration or sooner termination of the Term, the Improvements, fixtures, and furnishings listed on **Exhibit B** attached hereto, are the sole property of Landlord, except that all personal property and any fixtures that are specific to firefighting activities of Tenant shall belong to Tenant. If Tenant shall remove any fixture, any resulting damage to the Premises shall be repaired as necessary. Notwithstanding the foregoing, if Tenant exercises the Purchase Option (as defined in Section 41 below), the Improvements, fixtures and furnishings listed on **Exhibit B** shall become the property of Tenant upon the closing and sale of the Option Property.

12. **Impositions.** Tenant shall pay each Imposition prior to the applicable due date for such Imposition. Within ten (10) business days after written request from Landlord, Tenant shall provide written evidence to Landlord confirming payment of all Impositions. "**Imposition**" means all ad valorem taxes, general or special assessments, sewer charges or other governmental or quasi-governmental taxes, assessments or charges, insurance premiums for any liability insurance maintained by Landlord with respect to the Premises and all utility charges, connection fees, tap fees and impact fees which, at any time during the Term, are imposed on the Premises. Impositions shall be prorated on a calendar year basis for any partial calendar year coinciding with the first or last years of the Term. If Landlord receives invoices or statements for any Imposition, then Landlord shall forward those invoices or statements to Tenant for payment. Tenant may not contest the payment of any Imposition against the party imposing the Imposition without the prior written approval of Landlord.

13. **Compliance with Governmental Requirements.** Tenant, throughout the Term and at its expense, shall comply with all Laws.

14. **Insurance.** At all times during the Term, Tenant shall, at Tenant's expense, keep in force the following policies of insurance:

(a) Commercial general liability insurance covering death, bodily injury and property damage, with a contractual liability endorsement and with coverage limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any of Tenant's obligations under this Lease.

(b) Workers' compensation insurance in the amount required by the State of North Carolina.

(c) Special extended coverage property insurance (ISO Causes of Loss-Special Form) covering the Premises and all Improvements located on the Premises (including the Building), in an amount not less than one hundred percent (100%) of the full replacement cost thereof.

(d) Umbrella liability coverage in an amount equal to at least Four Million and no/100 Dollars (\$4,000,000.00) in excess of the liability coverage set forth in (a) above.

All insurance policies provided for in this Section 14 shall: (i) provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance; (ii) be issued by financially sound insurance companies authorized and licensed to do business in the State where the Premises is located and approved by Landlord; (iii) contain annual deductibles not to exceed \$10,000.00; (iv) contain a waiver of subrogation endorsement acceptable to Landlord; (v) provide that such insurance shall not be canceled; and (vi) be otherwise in a form acceptable to Landlord in Landlord's reasonable discretion. Tenant's general liability insurance and umbrella liability insurance shall name Landlord and Landlord's designees as "additional insureds." Landlord may, no more often than once every five (5) years during the Term, increase the limits of such general liability insurance and umbrella liability insurance required to be maintained under this Lease provided that such increases in coverage are available at commercially reasonable rates and the increased coverage amounts are similar to the coverage amounts maintained by other operators of facilities similar to the facilities to be operated on the Premises by Tenant. No later than the Effective Date, Tenant shall provide to Landlord proof of coverage and certificates of all insurance required of Tenant under this Lease. Tenant shall provide to Landlord, at least thirty (30) days prior to the expiration of any policy, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. All certificates of insurance delivered to Landlord shall contain an agreement by the company issuing said policy to give Landlord and Landlord's designees thirty (30) days' prior written notice of any cancellation, reduction or other adverse change with respect to the insurance. If Tenant fails to procure, or fails to maintain in full force and effect continuously during the Term, any of the insurance required under this Lease, then Landlord shall have the immediate right to obtain the insurance and Tenant shall reimburse Landlord upon demand for all costs and expenses of obtaining the insurance.

15. **Mutual Release.** Landlord and Tenant each waive on behalf of any insurer providing insurance to such party, any right of subrogation which the insurer might otherwise acquire against the other party or its representatives by virtue of losses to Landlord or Tenant. Notwithstanding anything in this Lease to the contrary, each party also waives any claim which arises in its favor against the other party during the Term for any loss of or damage to the waiving party's property, located on, or constituting a part of, the Premises, which loss or damage is caused by a peril covered and paid for by insurance of the party incurring the loss or, if greater, to the extent of the recovery under any insurance policy covering the party incurring the loss. Inasmuch as the mutual waivers in this paragraph will preclude the assignment of any claim by way of subrogation (or otherwise) to an insurance company (or any other party), each party immediately shall give to each insurance company which has issued to that party policies of property insurance, written notice of the terms of the mutual waivers of claims and of subrogation and have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of those waivers.

16. **Indemnification.** Tenant and Landlord shall each indemnify, defend (with counsel acceptable to Landlord) and hold the other and their respective members, managers, officers, agents, employees and representatives harmless from and against any and all claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Liabilities**") arising out of or in connection with (a) any failure by the respective party to fully and promptly perform any of such party's obligations under this Lease, or (b) any injury to persons (including death) or damage to property occurring on the Premises if caused or occasioned wholly or in

part by any act or omission of such party or such party's agents, contractors, employees, invitees, licensees or representatives. Tenant shall give Landlord immediate notice of any occurrence on the Premises causing injury to any person (including death) that requires medical attention beyond common first aid or loss of time from employment or damage to property in excess of \$1,000.00. The terms of this Section 16 shall survive the expiration or earlier termination of this Lease.

17. **Landlord and Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord as follows:

Tenant has the lawful right, power and authority to lease the Premises in accordance with this Lease; all corporate action has been taken by Tenant to authorize the execution and delivery of this Lease and performance of its obligations under this Lease.

Landlord represents and warrants to Tenant as follows:

Landlord has the lawful right, power and authority to lease the Premises in accordance with this Lease; all municipal action has been taken by Landlord to authorize the execution and delivery of this Lease and performance of its obligations under this Lease.

18. **Assignment and Subletting.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet any or all of the Premises without Landlord's prior written consent, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, in any such case, such consent may be withheld in the sole and absolute subjective discretion of Landlord.

19. **Hazardous Materials.** Throughout the Term, Tenant and Tenant's agents, contractors, employees, invitees, licensees and representatives shall not cause, permit or allow any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous) deemed to be toxic or hazardous or the manufacture, handling, use, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority, or under any federal, state or local law, statute, ordinance, rule, regulation, order or common law related to the protection of the environment, health or safety (collectively, "**Environmental Laws**"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, polychlorinated biphenyls, radon, hazardous substances, toxic substances, hazardous waste, asbestos or asbestos-containing materials (collectively, "**Hazardous Materials**"), to be handled, placed, stored, dumped, released, manufactured, used, transported or located on, in, under or about the Premises; provided, however, Tenant shall be permitted to use, store and otherwise handle on the Premises any Hazardous Materials as are ordinarily and typically used, stored and handled as part of the Permitted Use (including without limitation aboveground storage tanks for the storage of fuel, provided that appropriate monitoring and secondary containment measures are established and maintained), so long as such Hazardous Materials are used, stored and handled in accordance with all Environmental Laws and in compliance with all required permits. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all Hazardous Materials from the Premises.

Tenant shall give Landlord immediate written notice of any spill, discharge, threatened discharge or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such spill, discharge, threatened discharge or discovery was caused directly or indirectly, in whole or in part, by the acts of omissions of Tenant or any of Tenant's agents, contractors, employees, invitees, licensees or representatives, then such notice shall include a description of measures proposed to be taken by Tenant to contain and/or remediate the release of such Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, air, soil,

surface water or groundwater). Upon Landlord's approval and at Tenant's own cost and expense, Tenant shall promptly take all steps necessary to clean up and remediate any release of such Hazardous Materials, notify all required governmental authorities, comply with all Environmental Laws and otherwise report and/or coordinate with Landlord and all appropriate governmental agencies.

Tenant shall indemnify, release, defend (with counsel acceptable to Landlord) and hold Landlord and Landlord's members, managers, officers, agents, employees and representatives harmless from and against all Liabilities incurred by Landlord or Landlord's members, managers, officers, agents, employees and representatives, as a result of the presence, disturbance, discharge, release, removal or cleanup of any Hazardous Materials on, in, upon or about the Premises or other property if caused directly or indirectly, in whole or in part, by the acts or omissions of Tenant or Tenant's agents, contractors, employees, invitees, licensees or representatives. The terms of this Section 18 shall survive the expiration or earlier termination of this Lease.

20. **Damage.** If, at any time during the Term, the Premises are damaged by fire, the elements or other casualty, then Tenant shall immediately notify Landlord. Within thirty (30) days after the occurrence of the damage, Tenant may by written notice to Landlord, terminate this Lease. If Tenant terminates this Lease, then (i) this Lease shall terminate on the thirtieth (30th) day after Landlord's receipt of such notice and (ii) Tenant shall promptly pay to Landlord all insurance proceeds paid (or payable) with respect to the Premises (which obligation shall survive the termination of this Lease) less that portion of the proceeds, if any, insuring Tenant's personal property and fixtures.

21. **Events of Default and Remedies.** If (a) Tenant fails to pay any installment of Rent within ten (10) business days after receipt of written notice of that failure from Landlord, (b) Tenant merges or otherwise conveys, transfers, assigns or relinquishes more than fifty-one percent (51%) ownership or interest of Tenant to a third party, (c) a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt or makes an assignment for the benefit of creditors, or an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment, (d) Tenant violates any term, condition or covenant on the part of Tenant therein contained in the FSA, (e) Tenant, before the expiration of said term, and without the written consent of the Landlord, vacates the Premises or abandons possession thereof, or ceases to use the Premises for the purposes herein expressed, or (f) Tenant fails to comply with any provision of this Lease (other than the payment of Rent), including, but not limited to, failure to maintain the premises in good order, and does not cure that failure within thirty (30) days after written notice from Landlord (but if the nature of the failure is that it cannot, in the exercise of reasonable diligence, be cured within that thirty (30) day period, then Tenant shall not be in default if it commences performance within that thirty (30) day period and diligently proceeds to cure the default within a reasonable time), then Tenant shall be in default under this Lease and Landlord may, in addition to all other remedies at law or in equity: (i) terminate this Lease and Tenant's right to possession; (ii) with or without terminating the Lease, terminate Tenant's right to possession, and re-enter and relet the Premises; or (iii) without terminating the Lease or Tenant's possession, keep this Lease in effect and collect Rent as it becomes due and payable under this Lease for the remainder of the Term. Furthermore, Tenant hereby acknowledges that a termination of the FSA shall likewise terminate this Lease. Notwithstanding any provision of this Section 21 to the contrary, the parties hereto acknowledge the special nature of their relationship and the unique responsibilities of the parties to provide continuous service to the citizens of the Town of Weddington. To that end, before exercising the remedies otherwise available hereunder, the parties agree to negotiate in good faith toward the resolution of any dispute under the terms of this Lease; failing that, the parties agree to enter into immediate mediation to resolve such dispute.

22. **Condemnation.**

(a) If all or any part of the Premises are Taken such that the Premises cannot be used for the Permitted Use, then this Lease shall automatically terminate thirty (30) days after the Taking Date. Tenant waives all rights in any Award arising from a Taking. Tenant shall promptly execute any instruments necessary for Landlord to receive an Award.

(b) As used in this Lease:

(i) “**Award**” means the award of proceeds of any condemnation.

(ii) “**Taking**” or “**Taken**” means the taking of all or any portion of the Premises resulting from exercise of eminent domain or condemnation or purchase under threat of or in lieu of eminent domain or condemnation.

(iii) “**Taking Date**” means the first date on which the condemning authority has the right to possession of the Premises which have been Taken.

23. **Liens.** Tenant shall indemnify and defend Landlord from all actions, liabilities and expenses (including reasonable attorneys’ fees and court costs) resulting from liens for labor or material furnished to the Premises for Tenant.

24. **Utilities.** During the Term, Tenant shall arrange and pay for all utility services furnished to the Premises. Landlord shall not be responsible for the interruption of any utility services, nor shall any interruption relieve Tenant of its obligations under this Lease.

25. **Landlord’s Right of Entry.** Landlord and Landlord’s authorized agents shall have the right, without any liability to Tenant, to enter the Premises at all reasonable times (and at any time in the event of an emergency). Provided, however, that in no event shall Landlord make any entry into the Premises which may interfere with the firefighting and emergency services operations of the Tenant pursuant to the FSA.

26. **Notices.** Any notices or other communications to the parties contemplated by this Lease shall be in writing and effective upon receipt. If a notice is delivered by (i) pre-paid personal delivery, (ii) pre-paid messenger, pre-paid express or air courier or similar courier, or (iii) United States first class certified or registered mail, postage pre-paid, return receipt requested, addressed as provided below, then the notice shall be deemed received on the delivery date indicated by the United States Postal Service or courier service on the return receipt or on the date such delivery is refused or marked “undeliverable,” or if the party is served personally, on the date of personal delivery. If a notice is delivered by fax, then the notice shall be deemed received on the date the fax sent, on condition that the sender receives and retains the “fax received” confirmation from the sender’s facsimile machine and a copy of the notice is also sent the same day by any of the methods in clauses (i), (ii) or (iii) of the preceding sentence. Any party may from time to time designate a different address by giving notice in the manner provided above, and the new address shall be effective from and after the day that notice is received.

Tenant: Wesley Chapel Volunteer Fire Department
5025 Hemby Road
Weddington, NC 28104
Attention: Jack Parks, President
Facsimile: _____

With a copy to: Honeycutt Law Firm
c/o John B. Honeycutt, Esq.
2101 Rexford Road
Suite 160
Charlotte, NC 28211
Facsimile: 877-554-6209

Landlord: Town of Weddington
1924 Weddington Road
Weddington, NC 28104
Attn: Amy McCollum, Town Administrator
Facsimile: (704) 844-6372

With a copy to: Parker Poe Adams & Bernstein LLP
c/o Anthony A. Fox, Esq.
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202
Facsimile: 704-935-9565

27. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, then Tenant's occupancy of the Premises shall be deemed to be at sufferance.

28. **Short Form Lease.** The parties shall execute and record a memorandum of this Lease in the Union County Register of Deeds. The memorandum shall include a description of the Premises, the Term and other provisions that either party may request (except rental payment terms) or as required by law, and shall incorporate by reference the other provisions of this Lease.

29. **Successors and Assigns.** This Lease shall bind and benefit the parties' successors and assigns.

30. **Relationship of Parties.** The parties intend to create the relationship of Landlord and Tenant, and no other relationship except as set forth in the FSA. Unless expressly provided otherwise in this Lease, nothing shall be construed to make one party liable for any of the debts, liabilities or obligations of the other party.

31. **Governing Law.** This Lease shall be governed by North Carolina law.

32. **Partial Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected.

33. **Waiver.** Failure by either party to complain of any action or non-action by the other party shall not be deemed a waiver by either party of any of its rights under this Lease. No waiver of any provisions of this Lease by either party shall be construed as a waiver of any other provisions of this Lease. A waiver of any provision of this Lease shall not be construed as a waiver at any subsequent time of the same provision.

34. **Lease Construction.** There shall be no presumption applied in the construction of this Lease against the party that initially drafted the Lease.

35. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all counterparts shall constitute the same instrument.

36. **Entire Agreement.** This Lease and the FSA contain the entire agreement between Landlord and Tenant relating to the Premises, and there are no other agreements, oral or written, express or implied, between Landlord and Tenant with respect to the subject matter of this Lease.

37. **Transfers by Landlord.** Landlord may sell or transfer its interest in the Premises and this Lease at any time. Upon any such transfer, Landlord shall provide Tenant with a subordination, attornment and non-disturbance agreement from Landlord's successor in form reasonably acceptable to Tenant's counsel, and Landlord be released from any obligations under this Lease accruing after the date of such sale or transfer and Tenant shall attorn to the transferee as Landlord.

38. **Surrender of Premises.** At the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in good condition, except for reasonable wear and tear and, subject to the terms of this Lease, condemnation and damage by fire, force majeure or other casualty.

39. **Force Majeure.** If either party is delayed in performance of an obligation due to an act of God, labor dispute or other event beyond its reasonable control, and the delayed party gives the other party written notice of the event causing the delay within ten (10) days after the event occurs, then the time for performance shall be extended for the reasonable period of the delay.

40. **Amendment.** This Lease may not be amended except by written instrument executed by Landlord and Tenant.

41. **Option to Purchase.** Landlord grants to Tenant the option to purchase ("**Purchase Option**") the Premises ("**Option Property**"), on the following terms and conditions:

(a) At any time during the Term, and provided (i) a commitment letter is obtained, in form and substance acceptable to Landlord, which consent shall not be unreasonably withheld, for the financing of the Purchase Option; and (ii) Tenant is not in default under this Lease, Tenant may exercise the Option by delivering written notice of exercise to Landlord ("**Option Notice**") (the date on which Landlord receives that notice is the "**Option Exercise Date**"). If Tenant fails to deliver written notice to Landlord of the exercise of the Option within the Option Exercise Period, then Tenant shall be deemed to have forfeited Tenant's right to exercise the Option. As used herein the term "**Option Exercise Period**" shall mean the period beginning on the Commencement Date and ending on the date that is 90 days prior to the Expiration Date. If the Option is exercised, Tenant shall be required to purchase the entire Option Property.

(b) The purchase price shall be Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00). The parties agree that only normal and customary closing costs shall be applicable at closing except that in no event shall any commissions be paid from the purchase price. The parties shall execute an Agreement for Purchase and Sale of Real Property upon terms and conditions to be negotiated between Landlord and Tenant within ten (10) days following the Option Exercise Date ("**Purchase Contract**"). The terms of the Purchase Contract shall govern the sale of the Premises by Landlord to Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

TOWN OF WEDDINGTON,
a North Carolina municipal corporation

By: _____
Name: _____
Title: _____

TENANT:

**WESLEY CHAPEL VOLUNTEER FIRE
DEPARTMENT,**
a duly organized rural fire department

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY

EXHIBIT B

LIST OF FURNISHINGS

(To be attached)

TOWN OF WEDDINGTON

MEMORANDUM

TO: Bill Deter, Mayor; Town Council

FROM: Julian Burton; Town Planner/Zoning Administrator

DATE: July 13, 2015

SUBJECT: Update from the Town Planner

- The Planning Board will review the following items at the July 27th meeting:
 - TUP application for the Weddington Country Festival
 - Conditional Zoning application for The Falls at Weddington Amenity Site
 - Final Plat application – Highclere
- Staff received a sketch plan application for a major subdivision located at intersection of Weddington-Matthews Road and Antioch Church Road. PIMs will likely be scheduled for late July or early August.

TOWN OF WEDDINGTON BALANCE SHEET

FY 2014-2015

PERIOD ENDING: 06/30/2015

10

ASSETS

ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	698,431.84
10-1120-001 TRINITY MONEY MARKET	1,105,847.90
10-1170-000 NC CASH MGMT TRUST	530,182.50
10-1211-001 A/R PROPERTY TAX	6,590.92
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	5,624.80
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	10,990.32
10-1232-000 SALES TAX RECEIVABLE	893.97
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	1,753,018.11
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	23,513.12
10-1610-003 FIXED ASSETS - EQUIPMENT	125,355.42
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01

TOTAL ASSETS 4,287,299.91

LIABILITIES & EQUITY

LIABILITIES

10-2120-000 BOND DEPOSIT PAYABLE	44,791.25
10-2155-000 HEALTH INSURANCE PAYABLE	1,041.87
10-2620-000 DEFERRED REVENUE - DELQ TAXES	5,624.80
10-2625-000 DEFERRED REVENUE - CURR YR TAX	6,590.92
10-2630-000 DEFERRED REVENUE-NEXT 8	10,990.32

TOTAL LIABILITIES 69,039.16

EQUITY

10-2620-001 FUND BALANCE - UNASSIGNED	2,425,631.09
10-2620-003 FUND BALANCE-ASSIGNED	236,000.00
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	1,928,737.66
CURRENT FUND BALANCE - YTD NET REV	-363,167.80

TOTAL EQUITY 4,227,200.95

TOTAL LIABILITIES & FUND EQUITY 4,296,240.11

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: July 13, 2015

SUBJECT: Monthly Report –June 2015

Transactions:	
Adjustment under \$5.00	\$(10.44)
Rollback Taxes	\$8177.52
Releases	\$(156.68)
Interest Charges	\$205.87
Penalties and Interest	\$(951.63)
Overpayment	\$(.05)
Refunds	\$3983.21
Taxes Collected:	
2012	\$(2939.63)
2013	\$(3440.06)
2014	\$(21034.60)
As of June 30, 2015; the following taxes remain Outstanding:	
2005	\$252.74
2006	\$56.80
2007	\$114.49
2008	\$1105.36
2009	\$1054.43
2010	\$1030.83
2011	\$1346.51
2012	\$6029.16
2013	\$5624.80
2014	\$6590.92
Total Outstanding:	\$23206.04

2014 Collection Percentage 99.5%

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: July 13, 2015

SUBJECT: Annual Settlement Statement – Fiscal Year 2014-2015

2014 Tax Charge	\$1,173,978.57
Balance Adjustments	\$66.79
Discoveries	\$41.24
Convenience Charge CC	\$361.35
Interest Charges	\$3149.93
Refunds	\$15,229.17
Late List Penalties	\$179.10
Adjustments Under \$5.00	\$(256.73)
Convenience Fee Payments	\$(361.35)
2014 Tax Exemptions	\$(55,478.59)
2014 Tax Deferments	\$(65,700.94)
2014 Tax Write-offs (<5.00)	\$(826.85)
Overpayments	\$(61,297.57)
Interest Payments	\$(2714.24)
Penalty Payments	\$(88.64)
Releases	\$(567.80)
2014 Taxes Collected:	\$(999,122.52)
2014 Unpaid Balance	\$6590.92

2014 Collection Percentage 99.5%

Prioritization 4.0 Work Group Update

June 17, 2015
MPO Meeting

1. Number of Projects in SPOT 4.0 Database
 - a. Projects proposed for P4.0 Re-Scoring
 - b. Projects proposed for removal from SPOT database

2. Proposed P4.0 Schedule

Keep the same number of project submittals for MPOs as P3.0.

- CRTPO will receive 20 new project submittals for each mode
- Each NCDOT Division will receive seven new projects submittals.
- Additional projects can be added if MPO/Division agree to remove additional projects (one-in/one-out)

- SPOT Office – reduce number of projects in P4.0 Database
 - 1,700+ projects => +/- 1,000 projects
 - Legacy projects from P1,2,3
 - Bad projects affects scaling
- P4.0 Work Group developed a recommendation to remove projects based upon a defined set of criteria.

- P4.0 Work Group Recommendation:
Remove any projects from the P4.0 database that do not have the following criteria:
 - In years 6-10 of the DRAFT TIP
 - A sibling to a project in the DRAFT TIP
 - A completed NEPA document
 - P3.0 Local Input Points

- CRTPO has 20 new project submittals for P4.0.
- 29 projects committed in the first five years of the DRAFT TIP.
 - Will not be re-scored in P4.0.
- 32 projects that are proposed to be re-scored for P4.0 in years 6-10 of DRAFT TIP
 - Some of these projects can be removed for additional new project submittals.
- 45 CRTPO projects are proposed to be removed based upon the above criteria.
 - 785 projects are proposed to be removed statewide
- Some of these projects can be added back into P4.0 Database.

Proposed Projects to be re-scored in P4.0

<u>STI Tier</u>	Number of Projects Proposed for P4.0 Re-scoring
Statewide Mobility	8
Regional Impact (E) Projects (Mecklenburg, Union)	14
Regional Impact (F) Projects (Iredell)	1
Division Needs (10) Projects (Mecklenburg, Union)	8
Division Needs (12) Projects (Iredell)	0
Non-Highway Projects	1
TOTAL Projects Proposed to be re-scored in P4.0	32

Statewide Projects to be Re-scored for P4.0

<u>STATEWIDE MOBILITY</u> Project Name	TIP ID	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	P4.0 Status
I-77 HOT Widening (I-485 to Woodlawn Rd)	I-5718A	\$356.5	59.21	Years 6-10 of TIP
I-77 HOT Widening (Woodlawn Rd – Belk Freeway)	I-5718B	\$162.5	68.64	Years 6-10 of TIP
I-77 Widening (Belk Freeway to Brookshire Freeway)	I-5718C	\$336.1	58.65	Years 6-10 of TIP
I-77 & Belk Freeway Interchange Improvements	I-5718D	\$129.6	49.45	Years 6-10 of TIP
I-77 & Brookshire Freeway Interchange Improvements	I-5718E	\$101.6	57.24	Years 6-10 of TIP
Billy Graham Pkwy & West Boulevard Upgrade to Interchange	U-5712	\$8.3	56.23	Years 6-10 of TIP
I-40 & I-77 Interchange Final Improvements	I-3819B	\$168.1	47.70	NEPA Complete
Billy Graham Pkwy & Morris Field Drive Upgrade to Interchange	170 U-5714	\$11.3	46.57	Years 6-10 of TIP

Proposed <u>REGIONAL IMPACT</u> Project	Municipality	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	P4.0 Status
NC 73 Widening (Vance Rd Ext to Catawba Avenue)	Huntersville	\$20.0	77.02	Years 6-10 of TIP
NC 73 Widening (Bus. NC 16 in Lincoln County to Vance Rd Ext)	Huntersville	\$44.2	67.41	Years 6-10 of TIP
NC 73 Widening (NC 115 – Davidson-Concord Rd)	Huntersville	\$19.4	61.72	Years 6-10 of TIP
NC 73 Widening (Catawba Av - Northcross Dr)	Huntersville	\$28.0	60.24	Years 6-10 of TIP
US 21 Widening (Northcross Center Ct – Westmoreland Rd)	Cornelius	\$23.0	59.31	Years 6-10 of TIP
NC 16 Widening (Rea Road Ext. to Cuthbertson Rd)	Weddington	\$38.4	58.28	Years 6-10 of TIP
NC 51 Widening (Matthews Township Pkwy – Lawyers Rd)	Matthews	\$34.9	56.38	Years 6-10 of TIP

Red Text = CRTPO has approved for STP-DA or Bonus Allocation Funding

Proposed <u>REGIONAL IMPACT</u> Project	Municipality	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	P4.0 Status
US 21 Widening (Gilead Rd – Holly Point Drive)	Huntersville	\$19.5	55.27	Years 6-10 of TIP
NC 115 Widening (Harris Blvd – I-485)	Charlotte	\$24.8	54.98	Years 6-10 of TIP
NC 16 Corridor Improvements (Idaho Dr. to I-85)	Charlotte	\$1.9	44.67	P3.0 Points
NC 115 Widening (Washam Potts Road to Potts Street)	Cornelius	\$8.0	40.18	P3.0 Points
US 601 Widening (US 74 to Monroe Bypass)	Monroe	\$51.0	25.69	Sibling TIP
NC 160 Widening (S. Tryon St – SC State Line)	Charlotte	\$24.5	21.53	Sibling TIP
US 21 Widening (Westmoreland Rd to Catawba Avenue)	Cornelius	\$30.1	16.62	Sibling TIP

Region F Project to be re-scored for P4.0

TIP ID	Municipality	Proposed <u>REGIONAL IMPACT</u> Project	Prelim. ROW Date	Prelim. CON Date	Programmed amount (2016-25) in Millions
R-2522	Troutman	US 21/NC 115 Widening (Cedar Ln – Barium Springs)	2022	2024	\$15.5

Proposed <u>DIVISION NEEDS</u> Project	Municipality	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	P4.0 Status
Gilead Road Widening (US 21 – NC 115)	Huntersville	\$6.1	76.75	Years 6-10 of TIP
Monroe Northern Loop (US 74 to Walkup Ave)	Monroe	\$19.2	74.20	Years 6-10 of TIP
McKee Road Ext. (Pleasant Plains Road to John Street)	Matthews	\$6.8	69.51	P3.0 Points
Poplar Tent Road Widening (Derita Road to NC 73)	Huntersville Concord	\$37.7	69.18	P3.0 Points
Charlotte Avenue Widening (Seymour Street to NC 200)	Monroe	\$3.9	69.07	P3.0 Points

Proposed <u>DIVISION NEEDS</u> Project	Municipality	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	P4.0 Status
Charlotte Avenue Widening (CSX to Concord Avenue)	Monroe	\$41.2	50.19	P3.0 Points
Charles Street Widening (Sunset Drive to Franklin Street)	Monroe	\$6.9	13.34	NEPA Complete
Airport Entrance Road (Construct Multi-lane Connector and Grade Separation)	Charlotte	\$31.2	11.44	NEPA Complete

Non-Highway Project to be re-scored for P4.0

Proposed <u>Non-Highway</u> Project	Mode	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	P4.0 Status
Rehab/Strengthen 7,000 foot runway/taxiways at Monroe Airport	Aviation	\$8.1	65.60	P3.0 Points

Proposed P4.0 Removal Breakdown by STI Tier

<u>STI Tier</u>	Number of Projects Proposed for Removal	2040 MTP Fiscally Constrained Projects
Statewide Mobility	5	1
Regional Impact (E) Projects (Mecklenburg, Union)	10	6
Regional Impact (F) Projects (Iredell)	9	3
Division Needs (10) Projects (Mecklenburg, Union)	15	1
Division Needs (12) Projects (Iredell)	6	2
TOTAL Projects Proposed for P4.0 Removal	45	13

Statewide Projects Recommended for Removal

<u>STATEWIDE MOBILITY</u> Project Name	TIP ID	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
I-77 Widening (Troutman to I-40)	I-4750C	\$237.5	41.79	N/A
I-77 GP Widening (Catawba Ave – NC 150)	I-4750AB	\$166.0	39.09	148 (2040)
I-77 Widening (NC 150 to Troutman)	I-4750B	\$116.9	35.72	N/A
I-40 Widening (Radio Road to Catawba River)		\$154.6	28.75	N/A
I-485 ITS (N. Tryon Street to US 74)		\$5.0	24.47	N/A

<u>REGIONAL IMPACT</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
NC 16 Widening (Rea Rd Ext to NC 75)	Weddington, Waxhaw	\$48.0	27.34	128 (2030)
Eastern Circumferential (Idlewild-US 74)	Matthews Charlotte	\$23.5	24.58	N/A
NC 49 Widening (I-77 to Yorkmont Road)	Charlotte	\$4.9	23.03	127 (2025)
NC 115/Potts/Sloan Modernization	Davidson	\$4.2	21.99	N/A
NC 24 Widening (Reames Rd – I-485)	Charlotte	\$4.9	21.61	136 (2025)

<u>REGIONAL IMPACT</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
NC 160 Widening (SC Line to Tryon St)	Charlotte	\$24.5	21.53	133 (2025)
NC 115 Widening (NC 73 to Washam Potts Road)	Huntersville/ Cornelius	\$24.5	20.07	128 (2025)
US 21 Widening (Harris Blvd to Gilead Road)	Huntersville/ Charlotte	\$47.6	20.01	143 (2025)
NC 27 Widening (Toddville Rd – I-485)	Charlotte	\$33.0	17.95	N/A
Waxhaw Bypass (NC 75 East – NC 75 West)	Waxhaw	\$42.1	15.56	N/A

<u>REGIONAL IMPACT</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
NC 3 & Kistler Farm Road Traffic Signal	Mooreville	\$100k	41.71	N/A
NC 150 Widening (I-77 to US 21)	Mooreville	\$11.7	36.11	172 (2025)
Right Turn Lane on Brawley School Road at US 21	Mooreville	\$233k	33.57	N/A
NC 150 Widening (NC 115 to NC 152)	Mooreville	\$50.3	24.36	141 (2040)
US 21 Widening (US 64 to Carolina Avenue)	Statesville	\$28.7	22.29	N/A

<u>REGIONAL IMPACT</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
US 21 Widening (Cedar Lane to NC 150)	Mooresville/ Troutman	\$77.8	21.57	N/A
NC 115 Modernization (Timber Rd to Langtree Rd)	Mooresville	\$16.7	21.06	N/A
Wilkinson Boulevard Widening (NC 7 in Gaston Co. to East Bank of Catawba R.)	Charlotte/ Belmont	\$27.8	19.88	N/A
Garner Bagnal Boulevard Widening (I-40 to I-77)	Statesville	\$31.7	17.19	158 (2040)

<u>Division Needs</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
Church St Ext. (Mayes Rd – McCord Rd)	Huntersville	\$10.6	22.44	N/A
Hambright Road Ext. (Everette Keith Rd to Eastfield Road)	Huntersville	\$12.4	21.97	N/A
Waxhaw-Indian Trail Rd & Beulah Church Road Roundabout	Wesley Chapel	\$775k	18.30	N/A
Rocky River Road Widening (Old Charlotte Hwy to US 74)	Monroe	\$7.8	16.59	N/A
I-77 & Westmoreland Road Interchange	Cornelius	\$25.1	14.63	N/A
Mallard Creek Ch. Road Ext (NC 49 to Back Creek Ch. Road)	Charlotte	\$22.9	13.87	E+C (2025)
Odell School Road Widening (I-485 to Concord Mills Blvd)	Charlotte/Concord	\$8.0	13.84	N/A

<u>Division Needs</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
Secrest Avenue Ext. (Walkup Av – Olive Branch Rd)	Monroe	\$7.8	16.50	N/A
Airport Road Widening (Goldmine Rd to NC 84)	Monroe	\$12.4	12.30	N/A
Oakdale Rd & Sunset Rd Roundabout	Charlotte	\$775k	11.94	N/A
Newtown Rd & Marvin Rd Roundabout	Marvin	\$775k	10.19	N/A
Bridgeford-Northdowns I-77 Overpass	Huntersville	\$5.4	6.17	N/A
Stegall Road Extension (Marshville-Olive Branch to Peachland St)	Marshville	\$4.3	6.04	N/A
Lawyers Road Realignment to Old Lawyers Road	Marshville	\$4.1	4.29	N/A
Thomas Helms Rd Extension to NC 205	Marshville 184	\$5.7	2.98	N/A

Division 12 Projects Recommended for Removal

<u>Division Needs</u> Project Name	Jurisdiction	Cost to NCDOT (Millions \$)	NCDOT P3.0 Score	2040 MTP Score
Cornelius Rd – Mazeppa Rd Connector	Mooreville	\$9.9	19.83	92 (2025)
I-77 & Cornelius Road Interchange	Mooreville	\$17.4	13.96	N/A
I-77 & Jane Sowers Road Interchange	Statesville	\$15.2	12.33	N/A
East-West Connector on new location (Langtree Road to Shearers Road)	Mooreville	\$35.6	11.65	N/A
Cornelius Road Widening (Perth Rd – US 21)	Mooreville	\$30.1	10.93	N/A
Murdock Road Realignment + Modernization	Statesville/ Troutman	\$23.6	9.11	61 (2025)

Proposed P4.0 Schedule

Task	TCC Activity Date	TCC Action + Subcommittee Tasks	TCC Meeting Date
MPOs/RPOs/Divisions provide modifications to existing projects.	Month of July	<ul style="list-style-type: none"> Review legacy project list and project inputs. Approve modifications. Review project cost estimates 	August 6
MPOs/RPOs/Divisions submit new candidate projects for P4.0.	Month of September	<ul style="list-style-type: none"> Review 2040 MTP list Finalize project submittal list 	October 1
SPOT reviews and scores all (existing + new) projects	November 2015 – March 2016	<ul style="list-style-type: none"> Revisit local input points methodology Review P4.0 project cost estimates and data inputs 	March 2016
60-Day Public Comment period to assign <u>Regional Impact Local Input Points</u> (with option to assign Division Needs points)	April-May 2016	<ul style="list-style-type: none"> Determine if 1 or 2 public comment periods are necessary Coordination with Divisions 10 and 12 	May 2016
60-Day Public Comment period to assign Division Needs Local Input Points	August-September 2016	<ul style="list-style-type: none"> Subcommittee recommends local input points assignment Develop and conduct public involvement process (website, 186 	September 2016

Prioritization 4.0 Work Group Update

June 17, 2015
MPO Meeting