



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, MARCH 10, 2025 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104
AGENDA**

1. Call to Order
2. Determination of Quorum
3. Pledge of Allegiance
4. Additions, Deletions and/or Adoption of the Agenda
5. Conflict of Interest Statement: *In accordance with state law, it is the duty of every Council member to avoid conflicts of interest. Does any Council member have any known conflict of interest with respect to any matters on the agenda? If so, please identify the conflict and refrain from any participation in the matter involved.*
6. Mayor/Councilmember Reports
7. Public Comments
8. Public Safety Report
9. Presentation from Lee Ainsworth, Division 10 Project Development Engineer, NCDOT
10. Consent Agenda
 - A. Approve February 10, 2025 Town Council Regular Meeting Minutes
 - B. Adopt R-2025-02 for the Cabarrus Stanly Union Hazard Mitigation Plan
11. Old Business
 - A. Discussion of Park Phase 1 Proposal from LaBella and Authorize Staff to enter into contract for services related to the park project.
12. New Business
 - A. Ordinance CZ 2025-02 Classica Homes Hemby - Application by Classica Homes for Conditional Zoning Approval for development of a 27-lot subdivision on Hemby Road (Parcel numbers 06120004, 06120004C)
 - i. Public Hearing
 - ii. Discussion and Consideration of Ordinance CZ 2025-2 Classica Homes - Hemby
 - iii. Discussion and Consideration of Council Statement of Consistency of Ordinance CZ 2025-2
 - B. Discussion and Possible Consideration of Volunteer Advisory Board Appointments
 - C. Discussion and Possible Consideration of Resolution in support of unique zip code.
13. Code Enforcement Report
14. Update from Finance Officer and Tax Collector
15. Updates from Town Planner and Town Administrator
16. Transportation Report
17. Council Comments
18. Enter into Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney to protect the attorney-client privilege and NCGS 143-318.11 (a)(5) To establish the public body's negotiation position for the material terms of a contract
19. Adjournment

Weddington

2/2025

UCR Code	Description	Date of Report	Incident ID	
13B				
13B	SIMPLE ASSAULT	2/16/25	202501319	
13B	SIMPLE AFFRAY	2/27/25	202501601	
			Total:	2
13C				
13C	CYBERBULLYING	2/10/25	202501115	
13C	COMMUNICATING THREATS	2/10/25	202501130	
13C	COMMUNICATING THREATS	2/26/25	202501561	
			Total:	3
220				
220	BURGLARY-1ST DEGREE	2/2/25	202500884	
			Total:	1
23H				
23H	LARCENY-FELONY	2/10/25	202501132	
23H	LARCENY-FELONY	2/15/25	202501298	
23H	LARCENY OF MOTOR VEHICLE PARTS	2/21/25	202501436	
			Total:	3
26A				
26A	IDENTITY THEFT	2/4/25	202500929	
26A	OBTAINING PROPERTY BY FALSE PRETENSES	2/6/25	202501009	
26A	IDENTITY THEFT	2/20/25	202501415	
26A	IDENTITY THEFT	2/22/25	202501470	
			Total:	4
35B				
35B	POSSESS DRUG PARAPHERNALIA	2/4/25	202500919	
35B	POSSESS DRUG PARAPHERNALIA	2/13/25	202501245	
35B	POSSESS MARIJ PARAPHERNALIA	2/21/25	202501454	
			Total:	3
520				
520	CARRYING CONCEALED GUN	2/28/25	202501650	
			Total:	1
90D				
90D	OPEN CONTAINER	2/11/25	202501174	
90D	DRIVING WHILE IMPAIRED	2/11/25	202501174	
90D	OPEN CONT AFTER CONS ALC 1ST	2/23/25	202501477	
			Total:	3
90J				
90J	TRESPASS - 2ND DEG	2/18/25	202501363	
			Total:	1

Weddington

2/2025

UCR Code	Description	Date of Report	Incident ID	
90Z				
90Z	RESIST, DELAY, OBSTRUCT	2/4/25	202500919	
90Z	UNAUTHORIZED USE OF MOTOR VEHICLE	2/26/25	202501570	
			Total:	2
999				
999	ACCIDENT POSSIBLE INJURY	2/3/25	202500887	
999	DSS INVESTIGATION	2/3/25	202500906	
999	INVESTIGATION	2/4/25	202500925	
999	INVESTIGATION	2/4/25	202500924	
999	ACCIDENT NO VISIBLE INJURY	2/5/25	202500979	
999	ANIMAL CALL BITE	2/7/25	202501035	
999	ANIMAL CALL BITE	2/9/25	202501104	
999	ACCIDENT NO VISIBLE INJURY	2/10/25	202501120	
999	ACCIDENT POSSIBLE INJURY	2/11/25	202501143	
999	INVESTIGATION	2/11/25	202501172	
999	EXPIRED REGISTRATION CARD/TAG	2/11/25	202501174	
999	ACCIDENT NO VISIBLE INJURY	2/12/25	202501194	
999	FAILURE TO REDUCE SPEED TO AVOID ACCIDEN	2/12/25	202501208	
999	INVESTIGATION	2/12/25	202501209	
999	FAILURE TO REDUCE SPEED TO AVOID ACCIDEN	2/12/25	202501211	
999	INVOLUNTARY COMMITMENT-NON CRIMINAL DE	2/13/25	202501231	
999	SPEEDING TO ELUDE ARREST	2/14/25	202501255	
999	SPEEDING	2/14/25	202501255	
999	RECKLESS DRIVING- DISREGARD	2/14/25	202501255	
999	ACCIDENT NO VISIBLE INJURY	2/14/25	202501274	
999	INVESTIGATION	2/17/25	202501327	
999	ACCIDENT NO VISIBLE INJURY	2/21/25	202501437	
999	ACCIDENT NO VISIBLE INJURY	2/21/25	202501451	
999	FAIL TO APPEAR - MISD - 1	2/22/25	202501465	
999	ACCIDENT NO VISIBLE INJURY	2/25/25	202501529	
			Total:	25
9999				
9999	MENTAL HEALTH INVESTIGATION	2/17/25	202501321	
			Total:	1

Monthly Crime Total

49



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, FEBRUARY 10, 2025 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
PAGE 1 OF 11**

1. Call to Order

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

2. Determination of Quorum

Quorum was determined with all Councilmembers present: Mayor Jim Bell, Mayor Pro Tem Tom Smith, Councilmembers Jeff Perryman, Brannon Howie, and Darcey Ladner.

Staff: Town Administrator/Clerk Karen Dewey, Town Planner Gregory Gordos, Finance Officer Leslie Gaylord, Admin Assistant/Deputy Clerk Debbie Coram, Town Attorney Karen Wolter, Deputy Grant Wrenn

Visitors: Preben Andersen, Mike Morse, John Schick, Barb Schick, Chad Emerine, Melissa Emerine, Steve Fellmeth, Eileen Fellmeth, Bill Deter, Michele Nichols, Wesley Nichols, Jimmy Margiones, Sunil Kurmanev, Ananth Raja, Bob Seilasse, Tracy Stone, Jessica Lindgren, Christopher Neve, Collin Brock, Ellen McLaughlin

3. Pledge of Allegiance

Council led the Pledge of Allegiance.

4. Additions, Deletions and/or Adoption of the Agenda

Motion: Councilmember Perryman made a motion to adopt the agenda as presented.

Vote: The motion passed with a unanimous vote.

5. Conflict of Interest Statement: *In accordance with state law, it is the duty of every Council member to avoid conflicts of interest. Does any Council member have any known conflict of interest with respect to any matters on the agenda? If so, please identify the conflict and refrain from any participation in the matter involved.*

Mayor Bell read the Conflict of Interest Statement. No councilmember had a conflict of interest.

6. Mayor/Councilmember Reports

Councilmember Perryman reported that the next Western Union Municipal Alliance (WUMA) meeting is February 27th at 4 p.m. at Wesley Chapel. The March meeting will be in Marvin on March 27th at 7 p.m. and the Union County Manager, Brian Williams will be present. Senator Todd Johnson and Representatives Willis and Arp will be in attendance as well. If you can't make it, send Karen Dewey an email with your questions and it will be forwarded to the WUMA group.

Mayor Pro Tem Smith reported that he is waiting for the secondary road paving schedule from NCDOT.

7. Public Comments

No public comments.

8. Public Safety Report

Deputy Wrenn gave the public safety report: the two newest Weddington deputies are out of training, Deputy Will Golub from Albemarle and Deputy Ian Barclay from Stanly County. Both have great experience in small towns. One deputy is traffic enforcement oriented, one concentrated in investigations. The third is transferring from the Village of Marvin. Contact information can be found on the town website.

Report numbers: 911 hang-ups, alarm calls, and accident numbers all dropped. Business checks and preventative patrols increased; suspicious vehicles increased. UCSO wants residents calling in when they see something suspicious. Saturation patrols increased. Don't hesitate to reach out to deputies.

9. Consent Agenda

- A. Approve January 13, 2025 Town Council Regular Meeting Minutes**
- B. Authorize Tax Collector to Advertise 2024 Unpaid Real Property Taxes**
- C. Approval of 2026 Urban Archery Season Renewal**
- D. Amend Town Council Regular Meeting Schedule for the Council Retreat to be held on March 27, 2025 from 9 a.m. to 4 p.m. at Rolling Hills Country Club in Monroe, NC**

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

Vote: The motion passed with a unanimous vote.

10. Old Business

11. New Business

- A. Discussion and Consideration of Resolution 2025-01 Support of HB 24-Repeal of Downzoning section of SB 382***

The Mayor introduced the resolution. In December a state law supporting the western NC emergency funding was passed with a downzoning bill snuck in, it was vetoed by the

Governor, but then that was overturned by the General Assembly. This resolution is showing support of a bill that will repeal the downzoning section of the state law.

Councilmember Perryman commented that towns don't want Raleigh taking away local elected officials' ability to determine zoning. He said he would comment to the Union County delegation about that.

Councilmembers commented on local control of zoning decisions and emphasized the importance of community support in reaching out to local representatives.

Motion: Councilmember Howie made a motion to approve Resolution 2025-01 Support of HB24 – Repeal of Downzoning Section of SL 382.

Vote: The motion passed with a unanimous vote.

B. Application by Keystone Homes for Conditional Zoning Approval for development of a 12-lot subdivision on Deal Road (parcel number 06099010)

Keystone Representatives presented the project. The development was reduced to 11 lots to comply with buffer requirements.

Councilmember Ladner asked about creating a path from the middle school to keep students from walking on Deal Road.

The applicant responded that they would investigate it.

Mayor Bell asked about water and septic. The applicant confirmed that they would be using panel block septic and that septic was approved for all lots but one, by Union County Public Health.

Mayor Bell asked about the type of home and price point. The applicant responded that all homes would be custom, individually built homes with a price point of 1.3 million and higher.

Council continued septic permit discussion. Ms. Wolter commented that if the permit isn't approved by county, it won't be built. The applicant asked, if the lot does not get approved and the number of homes was reduced, would that be alright. Ms. Wolter responded that a reduction in density is an administrative approval.

Council discussed a path through the property to the school property.

Mayor Bell opened the public hearing at 7:40 p.m.

i. Public Hearing

Chad Emerine 953 Eagle Road: Mr. Emerine commented on the 100-foot buffer and county septic approval. He also commented on a concern raised at the community meeting about the existing lights at the school and if the developer could look at low impact or minimal lighting.

Mayor Bell closed the public hearing at 7:41 p.m.

Mayor Bell reopened the public hearing at 7:42 p.m.

Michele Nichols 5924 Deal Road: Ms. Nichols commented on access to the school. She stated that adding 11 homes won't increase foot traffic. She stated her concern is that this neighborhood would put in a path to encourage foot traffic from other neighborhoods, inviting people to use this common pathway without monitoring it. She gave an example of her driveway being used as a turnaround. Ms. Nichols commented that she doesn't see kids walking down Deal Road.

Mayor Bell closed the public hearing at 7:44 p.m.

ii. Discussion and Consideration

Councilmember Perryman stated his appreciation for Ms. Nichols statement on how the residents on that stretch of Deal Road will be affected.

Councilmember Ladner stated that students will park or be dropped off with or without a path through the property.

Councilmember Howie commented that school buses do run through neighborhoods that close to the school.

Council continued discussion of safety of students walking from that neighborhood and other students using that neighborhood as a cut-through, students and parents parking in the neighborhood to access the school.

Ms. Dewey read the Development Standards into the record:

1. Development Standards. Development of the Property will be governed by these development standards, all submittals presented to the Town Board in support of this application, and the applicable provisions of the Town of Weddington Unified Development Ordinance in place on the Filing Date.
2. Applicability of Other Regulations. The Rezoning Plan shall comply with the current version of applicable non-Unified Development Ordinance at the time of individual permit submission unless otherwise specified under state or federal law, including G.S. 160D-108: Permit Choice and Vested Rights. Examples of these codes may include, but are not limited to, building codes, fire codes, and/or codes or regulations administered by outside agencies.
3. Schematic Nature of Rezoning Plan. The Rezoning Plan shows the general location of all structures and exact locations of structures may be altered or modified during design, engineering, and construction phases of the development so long as the minimum Ordinance standards are met, and such alterations or modifications are materially in keeping with the Rezoning Plan.
4. Permitted Uses. Permitted uses for this site include all uses permitted in the R-CD and R-40 districts. This site may be developed with up to eleven (11) single-family residential units.
5. Environmental Features and Open Space:
 - a. The site shall comply with the minimum Open Space and Tree Save requirements as set forth in D-917A (p) and (q) of the Weddington Unified Development Ordinance.

6. Stormwater Management. Applicant shall meet all requirements for storm water management as required by the Weddington Unified Development Ordinance and as required by town engineers.
7. Access and Transportation.
 - a. All roadway improvements and construction within the subdivision will be subject to the standards and criteria of the Town of Weddington and/or NCDOT standards for road construction.
 - b. Applicant shall only be required to provide one ingress/egress from Deal Road to the subdivision.
8. Streetscape, Setbacks, Buffers, and Yards:
 - a. Where side or rear yards of lots may be oriented toward existing thoroughfare roads, a buffer at least 100 feet wide of existing woodland providing adequate visual screening throughout the year is required. Town Staff will review the landscape plan for the buffer
 - b. A fifty (50) foot buffer shall be provided between homes in the subdivision and any nonresidential use.
 - c. Within the fifty (50) foot buffers where natural landscape does not provide sufficient screening for adjoining existing homes and along Deal Road frontage per section D-917A(O) of the Unified Development Ordinance, applicant with enhance those areas of the buffer with evergreen plantings, such as Nellie Stevens, Burford Holly, Ligustrum or similar approved evergreen species.
 - d. A minimum fifty (50) foot front yard, fifteen (15) foot side yard and twenty-five (25) foot corner side yard, and forty (40) foot rear yard setback shall be provided.
 - e. Street trees shall be provided on each side of the street spaced forty (40) feet on center or based on tree species in compliance with Section D-917A(Q)(1)(b).
 - f. Applicant will work with Town Staff and Union County Public Schools to explore a pedestrian path connecting the property to the adjoining school property.

Motion: Councilmember Ladner made a motion to approve the application by Keystone Homes for Conditional Zoning Approval for a development of an 11-lot subdivision on Deal Road (parcel number 06099010) with conditions as read into the record by staff.

Vote: The motion passed with a unanimous vote.

LUP consistency statement:

While the development proposal can be found to be generally consistent with the adopted Land Use Plan, there are Goals and Policies for which compliance cannot be determined at the present time based upon the level of plans required to be submitted for this phase of development. In addition, while there may also be Goals and Policies for which there may be reason for concern, positive findings can nonetheless be made in support of this development proposal.

Motion: Councilmember Perryman made a motion to approve the Land Use Plan Consistency Statement as presented by Staff.

Vote: The motion passed with a unanimous vote.

C. Text Amendment 2025-01 to the Town of Weddington Unified Development Ordinance Section D-917A.Q. Tree Requirements (Tree Ordinance)

i. Public Hearing

Mayor Bell opened the Public Hearing at 8:00 p.m.

Chad Emerine 953 Eagle Road: Mr. Emerine stated his support of the tree ordinance and suggested adding Item F.2. from Section D-917B Additional Specific Requirements for Conservation Residential Development to the tree survey requirements in part B.

Mayor Bell closed public hearing at 8:04 p.m.

ii. Discussion and Consideration

Mayor Bell thanked the subcommittee for working with staff and Keith O'Herrin, the county Urban Forester, and the Planning Board.

Councilmember Perryman commented on adding Mr. Emerine's suggestion of incorporating D-917B Additional Specific Requirements for Conservation Residential Development into the ordinance. Section (F) Forestlands (2): all forestlands on any tract proposed for a conservation subdivision shall be evaluated to determine the extent to which they should be designated partly or entirely as Conservation Lands. Evaluation criteria include: configuration and size, present conditions, site potential (i.e., the site's capabilities to support forestlands, based upon its topographic, soil and hydrologic characteristics), ecological functions (i.e., in protecting steep slopes, erodible soils, maintaining stream quality and providing for wildlife habitats), relationship to forestlands on adjoining properties and the potential for maintaining continuous forestland areas. Council agreed.

Mayor Pro Tem Smith commented that mass grading amendments need to be wrapped up next.

Councilmembers thanked staff, planning board, and the subcommittee for their cooperation in getting the tree ordinance completed.

Motion: Mayor Pro Tem Smith made a motion to approve text amendment 2025-01 to the Unified Development Ordinance Section D-917A.Q. Tree Requirements with changes as discussed by Council.

Vote: The motion passed with a unanimous vote.

Land Use Plan Consistency Statement:

The proposed amendments to the Unified Development Ordinance are found to be generally consistent with the adopted Land Use Plan (Plan). However, while these amendments do not further any specific Goal or Policy of the Plan, they also do not act contrary to any specific Goal or Policy of the Plan, nor

would they prevent the administration and implementation of the Plan, or preclude the fulfilment of the community vision as set forth in the Plan. Additionally, the proposed amendments are found to be reasonable in that they continue to improve upon the organization of existing ordinances and provide additional clarity for staff, appointed and elected officials, and residents.

Motion: Mayor Pro Tem Smith made a motion to approve the Land Use Plan Consistency Statement as presented.

Vote: The motion passed with a unanimous vote.

D. Text Amendment 2025-02 to the Unified Development Ordinance Section D -917A.

J. Cul-de-sacs

i. Public Hearing

Mayor Bell opened the public hearing at 8:22 p.m.

Staff received a comment via email.

I live at 3175 Foxmeade Drive which is in the culdesac at the very end of our street. I have been a Weddington resident for over 33 years. Many of the residents close by are elderly, live alone, have health issues, as describes me. We have had issues with cars parking in the culdesac blocking travel and/or creating difficulty for mail delivery, garbage pickup, delivery from delivery trucks (of all sorts in today's new world of shopping), blocking views getting into and out of resident's driveways, creating ruts and killing grass in lawns, just being an eyesore in a beautiful community. My MAJOR concern is that of emergency vehicles that are delayed when other vehicles block parts of the road. My husband passed away at home after a health issue three years ago. My next door neighbor has recently called for emergency vehicles 3 (maybe 4) times within the last couple of months ... usually a fire vehicle has responded and turning in the culdesac is precarious and takes precious moments when time is of the essence. It is my reasoning that a culdesac is intended for travel at a dead end road and not for a parking space. (I cannot imagine a roundabout being turned into a parking lot! They are for similar purposes.) Our driveways and garages in residential areas should house parked cars ... and not the streets. A few pictures could help explain concerns if they are needed. Thank you for listening and taking into consideration these issues as you make decisions for others and possibly yourselves. Jan Sloop

Mayor Bell closed the public hearing at 8:22 p.m.

ii. Discussion and Consideration

Council discussed the text amendment, responding emergency vehicles, and mitigating concerns around the size.

Motion: Councilmember Perryman made a motion to approve text amendment 2025-02 to the Unified Development Ordinance Section D-917A.J. Cul-de-sacs as presented.

Vote: The motion passed with a unanimous vote.

Land Use Plan Consistency Statement:

The proposed amendments to the Unified Development Ordinance are found to be generally consistent with the adopted Land Use Plan (Plan). However, while these amendments do not further any specific Goal or Policy of the Plan, they also do not act contrary to any specific Goal or Policy of the Plan, nor would they prevent the administration and implementation of the Plan, or preclude the fulfillment of the community vision as set forth in the Plan. Additionally, the proposed amendments are found to be reasonable in that they continue to improve upon the organization of existing ordinances and provide additional clarity for staff, appointed and elected officials, and residents.

Motion: Councilmember Perryman made a motion to approve the Land Use Plan Consistency Statement as presented.

Vote: The motion passed with a unanimous vote.

E. Text Amendment 2025-03 to the Unified Development Ordinance Section D-917A.I. Street Design and Standards

i. Public Hearing

Mayor Bell opened the public hearing at 8:29 p.m.

No residents signed up to speak.

Mayor Bell closed the public hearing at 8:29 p.m.

ii. Discussion and Consideration

Council discussed street design and standards of public and privately owned roads, emphasizing the safety of residents. Council held a robust discussion with staff regarding public safety and road standards for public and private roads.

Motion: Councilmember Ladner made a motion to approve text amendment 2025-03 to the Unified Development Ordinance Section D-917A.I Street Design and Standards as presented by staff.

Vote: The motion passed with a unanimous vote.

Land Use Plan Consistency Statement:

The proposed amendments to the Unified Development Ordinance are found to be generally consistent with the adopted Land Use Plan (Plan). However, while these amendments do not further any specific Goal or Policy of the Plan, they also do not act contrary to any specific Goal or Policy of the Plan, nor would they prevent the administration and implementation of the Plan, or preclude the fulfillment of the community vision as set forth in the Plan. Additionally, the proposed amendments are found to be reasonable in that they continue to improve upon the organization of existing ordinances and provide additional clarity for staff, appointed and elected officials, and residents.

Motion: Mayor Pro Tem Smith made a motion to approve the Land Use Plan Consistency Statement as presented

Vote: The motion passed with a unanimous vote.

F. Discussion of Flock Cameras throughout Weddington Municipal Limits

Mayor Bell discussed conversations with UCSO and Flock Safety on installing cameras throughout municipal limits. Council agreed public safety is a priority and this would be a force multiplier for the deputies.

Motion: Councilmember Perryman made a motion to authorize staff to execute a contract with Flock Safety for 5 cameras throughout town.

Vote: The motion passed with a unanimous vote.

12. Code Enforcement Report

Code Enforcement Report in the packet. A number of violations have been closed. Still working on a few to get contact information.

13. Update from Finance Officer and Tax Collector

Ms. Gaylord gave the finance update. The monthly financial reports are in the packet. Also included are quarterly updates for the grants and a sheet of FY 2026 budget items to consider. Property tax revaluation will drive everything. The county anticipates a 50-60% increase, staff will prepare multiple scenarios. The FY 2025 audit was submitted to the Local Government Commission and is waiting for approval. The auditor will present at the March or April meeting.

14. Updates from Town Planner and Town Administrator

Mr. Gordos thanked the Council and the subcommittee for the work on the text amendments. Mass Grading will be the next big code improvement.

Pending Council Action:

- Windsor Farms
(Classica Homes, Hemby Rd.)
27 lots
 - Deal Lake
(Toll Brothers, Weddington Rd.)
62 lots
 - Community Meeting 2/13/25
- Pending Planning Board Action
- 7112 New Town Rd.
(Rahma Center)
 - 149 S. Providence Rd.
(Empire Communities)
 - Rea/Providence
(Beechwood Carolinas)

- Ennis Road
(Arya Subdivision TBD)
- Conditional Zoning Amendment to Beckingham Estates re: stormwater facilities

15. Transportation Report

Mayor Bell is working on setting up a meeting between NCDOT and the Weddington Hills HOA regarding the Rea Road Extension. The Mayor is also helping with the right of way situation for the Antioch Church and Forest Lawn traffic light. Ms. Dewey reported the NCDOT is holding a public input period until March 7, 2025. Information can be found on the town website.

16. Council Comments

Councilmember Ladner: I just want to highlight and thank the deputies and our UCSO. I got this from a neighbor of mine, who received it from a resident of Steeplechase. It's going to be paraphrased, but basically, they said I chatted with sheriff in our cul de sac and you'll be glad to know that the Town of Weddington now has five sheriffs. They caught the guy from last week and they also caught all the guys from September along with recovering all stolen items from the house of the jewelry store owner. When being interviewed, the criminals didn't understand difference between Mecklenburg County and Union County. And they didn't understand that the response time in Union County is within minutes. And so our deputies are able to hunt down and eventually bust the people. Union County officers can also go into Mecklenburg and make the arrest or apprehend criminals from other jurisdictions and detain them and turn them over to ICE from Union County jails. They're doubling down and the word is out not to *blank* with Union County.

Councilmember Howie: Thanks everyone for coming out tonight. Thank you especially to the team that worked so hard on the issues that we talked about at our meeting and thank you to staff for your dedication to what we're doing here.

Mayor Pro Tem Smith: I want to thank staff and Bill and his team for working on the ordinances. They did a great job; I really appreciate it. That is hard work to get in that detail and to coordinate with the county people. I really appreciate that. Thanks to everybody else who came out and managed to stay to the end of this meeting that wasn't as exciting as some. Thank you for being here.

Councilmember Perryman: I'll finish up echoing some of the same things. Thank you everybody that came out, thank you to everybody that may be watching. As you can see, our Town government is always a work in progress and boy, did we get some work done tonight. Town staff, and Bill and all your guys that worked on this, kudos. As Greg just told us the work is not over. We've got work continued I think that it's just a reflection of we all want the town to be safe. We all want things to be good for everybody in town and we've got some good people working on all that and that should be appreciated.

Mayor Bell: We've got some great folks working on this stuff. I know Bill is going to start working on the stormwater and working on requirements for developers like sketch plans versus plat or

schematic or whatever some people call it. Looking at seeing what we need to do with that. I want to jump on what Darcey said. I went to a meeting not too long ago and a gentleman from Mecklenburg County Fraternal Order of Police spoke and he said the scuttle between the bad guys and Mecklenburg County is: do whatever you want to up there, but do not cross the line. They said they have no mercy and you will go to jail down there. Just don't do anything bad in Union County.

17. Adjournment

Motion: Mayor Pro Tem Smith made a motion to adjourn the February 10, 2025 Regular Town Council meeting at 9:16 p.m.

Vote: The motion passed with a unanimous vote.

Approved: _____

Jim Bell, Mayor

Karen Dewey, Town Administrator/Clerk



TO: Mayor and Town Council


FROM: Karen Dewey, Town Administrator/Clerk

DATE: March 10, 2025

SUBJECT: Cabarrus Stanly Union (CSU) Regional Hazard Mitigation Plan

The Cabarrus Stanly Union Regional Hazard Mitigation Plan is required to be updated and adopted every 5 years in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding. Town Staff participated in the revision process and now requests adoption of the Plan by resolution.

The Plan can be found at this link:

 <https://espassociates-my.sharepoint.com/:b:/p/nslaughter/Eb8BTxQ74ORFjsbbhLDKphoBv-LG8YxxrMzh0bdR2Pj-dg?e=qchbBv>



TOWN OF WEDDINGTON
A RESOLUTION ADOPTING THE CABARRUS STANLY UNION
REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Weddington are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Union County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the Town of Weddington has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Town of Weddington Council to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Weddington Town Council hereby:

1. Adopts the Cabarrus Stanly Union Regional Hazard Mitigation Plan.
2. Vests Union County Emergency Management with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Union County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Union County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 10th day of March, 2025.

Jim Bell, Mayor
Town of Weddington

Attest:

Karen Dewey, Town Administrator/Clerk
Town of Weddington



TO: Mayor and Councilmembers

FROM: Karen Dewey, Town Administrator/Clerk

DATE: March 10, 2025

SUBJECT: Discussion of Park Proposal from LaBella Associates for Pre-Design Services and authorize staff to enter into contract.

LaBella Associates has provided a scope of work for preliminary design phase for Town Hall Park for review and consideration. The proposal details the process and the services to be provided, as well as the payment schedule.

Staff is looking for authorization from Council to enter into contract with LaBella for services related to the Town Hall Park Preliminary Design Phase and to give notice to LaBella to proceed.

Attachment:
Professional Services Agreement/Scope of Work.

Professional Services Agreement

Agreement made the 20th day of February 2025
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Weddington
("Client")

for services related to the following Project:

Town of Weddington Town Hall Park
Preliminary Design Phases
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated February 20th, 2025, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: The fee for services shall be billed on an hourly and/or lump sum basis as outlined in the proposal. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: 

By: _____

Name Robert E. Wilson

Name _____

Title Associate Vice President

Title _____

Date: 2-20-2025

Date _____

Exhibit A

LaBella's Proposal



Design Services Proposal

Date: February 20th, 2025

Client: Ms. Karen Dewey
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

Ms. Dewey,

LaBella Associates D.P.C. (“LaBella”) is pleased to submit this Proposal to perform landscape architectural design and supporting services for your Town Hall Park Project. We appreciate the opportunity and look forward to helping you and the Town create a true destination park to serve the community of Weddington. Our goal is to create a unique place that is recognizable, beautiful, and fits within the context of the area... it should be welcoming to residents and visitors alike and be a place everyone can be proud of for years to come.

Project: Town of Weddington Town Hall Park – Preliminary Design Phases

Project Location: 6924 Weddington Matthews Road
Weddington, NC 28104

PROJECT DESCRIPTION

The primary project site is approximately 3.3-acres located to the north of Weddington Town Hall. It is further described as parcel ID #06150058. The project may include portions of the Town Hall property (parcel ID #06150057) adjacent to the primary project site. This proposal is for the preliminary design phases for Town Hall Park and includes Survey, Site Analysis, Concept Master Planning, and Conditional Rezoning of the property. Final design of the park will be provided for in a separate Phase 2 contract.

PROCESS

Due to the nature of this project, the scope will be broken into two parts. This proposal includes the first part of the project scope constituting the Preliminary Design Phases – Survey, Site Analysis, Concept Design, and Conditional Rezoning. Final design of the project will be included in a separate proposal to be prepared after the initial scope has been completed.

The process for this initial scope is broken into two sections. The first is for **Pre-Design Services**. Task items include survey and site analysis work followed by a review meeting and visioning session. The purpose of this phase is to gather information about the site that will drive and inform the design.



The second section is for **Preliminary Design Services**. Task items include preparation of the Concept Master Plan and taking the project through the Rezoning/Entitlement process. During this phase, our design team will prepare concept sketches of possible park layout options and work with the Town to refine design ideas through the creation of the Concept Master Plan. We will also study building structures that may be included in the design (restroom facility, stage canopy, etc.). After the Concept Master Plan development, LaBella's team will file the plan with the Town for the rezoning process.

STANDARD SCOPE OF WORK

SCOPE OF WORK

Pre-Design Services

Phase 1 – Survey

1.01 – Property Boundary Survey

LaBella will complete boundary survey of the subject parcel identified as Union County Parcel No. 06150057 & 06150058 in the Town of Weddington. All surveying will be completed in accordance with the standards set forth by the State of North Carolina and shall be tied to North Carolina State Plane Coordinate System NAD 83(2011) horizontal datum. The survey will demonstrate the location and description of all property boundaries and recorded easements. Fee is based on no boundary conflicts such as gaps, gores, overlaps or the need to tie down unforeseen offsite property corners or other uncertainties. In the event these are discovered or required, the owner will be notified, and LaBella will continue the resolution of the boundary issue(s) based on our hourly rates after approval by the client.

1.02 – Topographic Survey

Concurrent with the completion of the boundary survey, LaBella will complete a conventional topographic survey of the subject parcels and portions of adjacent roadways and parcels. The limits of the topographic survey are outlined in red on the attached Project Site image. The contour interval will be 1-foot on NAVD88 vertical datum. All site features and physical improvements will be surveyed and mapped. Spot elevation for hard surfaces will be shown to 0.01'. Additional detail will include:

- Edge and centerline of pavement with spot elevations.
- Utility rim and invert elevations will be expressed to the nearest 0.1'.
- Utility pipe sizes and material will be shown when determinable.
- Location and elevation of buildings within project limits.
- Location of vegetated, landscaped areas and individual trees with size/DBH and species.
- LaBella will map the project in Acad Civil 3D.
- Set a vertical control benchmark.

1.03 – Utility Survey & Mapping

LaBella will coordinate with an SUE subcontractor to perform electromagnetic utility designation and/or ground penetrating radar (GPR) within accessible areas of the project limits to determine the existence and approximate position of detectable subsurface utilities. All utility designation will be in accordance with Quality Level "B" as defined by CI/ASCE 38-02, *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*. LaBella will then complete a survey of the utility mark out outlined herein. The utilities will be mapped together with the planimetric features mapped from the topographical survey.



Deliverables – The Client will be furnished with signed & sealed PDF of the survey.

Project Site – Survey area is shown below outlined in red.



Phase 2 – Site Analysis

LaBella will perform a Site Analysis Study to identify and assess existing conditions of the site and surrounding area. The purpose of the study is to determine opportunities and challenges associated with the project site and proposed program. Findings of the study will inform design and will be provided as a series of maps and plans; these may be incorporated into future work phases.

- Site Visit – LaBella design team will visit the site to field truth survey and gather up-to-date photos and other site analysis information.
- Vegetation Inventory – Identify and assess the quality of all existing vegetation on site.
- Drainage Assessment – Identify and evaluate existing drainage features on site. This may include natural features (low areas, swales, etc.) or constructed facilities (catch basins, culverts, pipes, etc.). Drainage areas will be mapped.
- Slope Analysis – Determine slopes on and adjacent to the site to identify potential constraints and other grading issues. Evaluate potential ADA routes across the site.
- Access Assessment – Identify and assess existing access points to the site as well as potential access conflict points (vehicular and pedestrian).
- Visual Vernacular Context – Take inventory of surrounding landscape and building forms to develop a palette of local styles which will inform design.

Phase 3 – Visioning-Design Kickoff Meeting

LaBella will host a meeting with Town Staff, stakeholders, and other Client representatives to review the findings of the Site Analysis and discuss programming of the park. The meeting is intended to serve as a



project milestone marking the transition from pre-design to design tasks. Feedback gathered at the meeting will be considered or incorporated during the design process. The meeting will include the following:

- Review and discuss the Site Analysis documents
- Review and discuss programming for Town Park
- Charette-style collaborative design sketching session

Preliminary Design Services

Phase 4 – Concept Design

LaBella will prepare Concept Design Options for the project. Concept Design will include site planning and architectural studies. Concept Design options will be shared with Client representatives for initial feedback prior to any revisions. The studies will be revised based on feedback. Final revised plan will constitute the Concept Master Plan. This Concept Master Plan will be the basis of design for subsequent phases, including the Conditional Rezoning process.

4.01 – Preliminary Concept Design

Using the Site Analysis documents as the starting point for design, LaBella will prepare Concept Site and Architectural Plan sketches of design ideas for the park.

- Site Plans – LaBella will prepare design options for the park layout. Plans will illustrate the overall layout and design intent, showing park components such as buildings, walks, pavilions, amphitheater, playground, site amenities, stormwater facilities, and other site features. In addition to the site plans, the following items will be included as part of the Concept Design package for review:
 - Design Sketches – LaBella will compile design sketches, sections, and elevations produced during the design process. These will be included in the concept package to help convey design intent and to illustrate design evolution.
 - Precedent Images – LaBella will compile Precedent Images of similar park features to help convey design intent. Images may include examples of any components of the park or be provided to express a particular aesthetic.
- Architectural Plans - LaBella will prepare design options for the architectural elements of the park including Stage/Amphitheater Roof and Multipurpose/Restroom Facility. Plans will include conceptual architectural elevations and floorplans. In addition to the architectural plans, the following items will be included as part of the Concept Design package for review:
 - Design Sketches – LaBella will compile design sketches, sections, and elevations produced during the design process. These will be included in the concept package to help convey design intent and to illustrate design evolution.
 - Precedent Images – LaBella will compile Precedent Images of similar park features to help convey design intent. Images may include examples of any components of the park or be provided to express a particular aesthetic.



- **Concept Design Review**

During the Concept Design Phase, LaBella will host a Design Review meeting with a small group of Client representatives and key stakeholders. The purpose of this meeting is to review concept design illustrations and precedent images to foster discussion within the group. The design team will use feedback from the meeting to refine design further.

At the end of the Concept Design Review meeting, Client will approve one scheme as the preferred concept for further design development and evolution to create the Final Concept Master Plan.

4.02 – Final Concept Master Plan

LaBella will continue to refine the preferred design based on feedback from the Concept Design Review meeting. The resulting plan will be used to prepare digital renderings of the site and its features. Digital renderings will include a mix of plan and modeled perspective views. Additionally, LaBella will provide digital model animation of the proposed park design. LaBella will use the graphics produced during the Site Analysis and Concept Design processes to create a final report with plans, graphics, and a written design summary and recommendations. Additionally, LaBella will prepare an initial Cost Opinion based on the Final Concept Master Plan and include in the final report. This final report will constitute the Concept Master Plan.

Phase 5 – Conditional Rezoning Process

LaBella will lead and manage the submittal and review process for a Conditional Rezoning of the site to support the proposed park use through the Town of Weddington's rezoning program.

5.01 – Rezoning Submittal and Process

Using the approved plans and other graphics developed during the Concept Design phase as the basis of design and production, LaBella will prepare the required documents for submittal to the Town of Weddington. The submittal will include appropriate applications, forms, plans, and other graphics as required by the Town or as otherwise needed to convey design intent.

LaBella will revise the plan as required during the process based on community, staff, Town Council, and Planning Board comments. It is anticipated that any revisions to the plan at this point of the process will be minor. Major changes to the plan may constitute additional services.

It is anticipated that a Traffic Impact Assessment will NOT be required for this Rezoning. If a TIA is required, LaBella will provide a fee proposal to provide that scope of service.

5.02 – Rezoning Meetings

LaBella will host or attend meetings as required by the Town's conditional rezoning process. The following meetings are included in this scope:

- Preapplication Meeting with Town Staff
- Community Meeting
- Initial Town Council Meeting Presentation
- Planning Board Meeting
- Public Hearing at Town Council Meeting
- Decision at Town Council Meeting



- Up to 3 additional meetings – these may be for plan review meeting with Staff, additional Community Meetings, additional meetings with Town Council or Planning Board, or other meetings deemed necessary to successfully navigate the process

Additional meetings required as part of the rezoning phase will be provided only if requested by the Client. These will be considered Additional Services.

SCOPE OF WORK – NOT INCLUDED

The following are excluded from the Scope of Work and are not provide for in this Proposal.

- Changes in Scope of Work or Work not specifically listed under the Scope of Work presented herein.
- Design modifications requested by Client after Final Concept Plan approval
- Traffic Impact Assessment
- Utility design
- Final Construction Documents
- Land Development Permitting
- Stormwater Control Measures final design
- Civil Engineering
- Environmental Studies
- Structural Engineering
- Final Architectural Design

FEES

The Client shall compensate LaBella for the Scope of Services described above and in accordance with the Standard Terms and Conditions of this Agreement as follows.

Payment Due as Follows

Phase 1 – Survey

- 1.01 – Property Boundary Survey: \$6,100
- 1.02 – Topographic Survey: \$10,800
- 1.03 – Utility Survey & Mapping: \$3,985

Phase 2 – Site Analysis: \$7,250

Phase 3 – Visioning-Design Kickoff Meeting: Included in Concept Design Fee

Phase 4 – Concept Design

- 4.01 – Preliminary Concept Design: \$24,520
- 4.02 – Final Concept Master Plan: \$14,740

Phase 5 – Conditional Rezoning Process:

- 5.01 – Rezoning Submittals and Revisions: \$21,380
- 5.02 – Rezoning Meetings: \$10,840

Phase RE – Reimbursables: \$1,500 Maximum

Total Fee: \$99,615 + Reimbursables



Make all payments to **LaBella Associates DPC**

No deposit required.

Invoices will be sent monthly and due upon receipt. Monthly amounts will be based on percentage of the Scope of Work completed for Lump Sum fee or Hours spent for Hourly fee.

OWNERSHIP of DOCUMENTS

All design work, construction drawings and specifications are the sole ownership of LaBella Associates D.P.C., whether the facility is constructed or not. Under Federal Law by the Architectural Works Copyright Protection Act, the design and intellectual work are not to be reproduced, sold, or recreated without the express written consent of LaBella Associates, PC.

ACCEPTANCE

If the terms and conditions of this agreement are acceptable, please execute by signing the accompanying "Professional Services Agreement" and returning to me. This will serve as our agreement for the proposed services and authorization to proceed.

I hope this meets with your satisfaction and look forward to working with you soon.

Sincerely,

LABELLA ASSOCIATES, D.P.C.

James P. "Chip" Cannon
Senior Landscape Architect

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



TO: Town Council
FROM: Gregory Gordos, AICP, Town Planner
DATE: March 10, 2025
SUBJECT: Application by Classica Homes requesting Conditional Zoning approval for a 27-Lot Conservation Subdivision located at 5207 Hemby Road

APPLICATION INFORMATION:

SUBMITTAL DATE: August 8, 2024
APPLICANT: CEC, Inc.
PROPERTY LOCATION: 5207 Hemby Road
PARCEL ID#: 06120004, 06120004C
ACREAGE: +/- 36 acres
EXISTING LAND USE: Agriculture
EXISTING ZONING: R-CD, Conservation District

PROPOSAL:

The developer, Classica Homes, is proposing the development of a new residential subdivision of 27 homes on 20,000 square foot or greater lots, a new standard for R-CD Conservation subdivisions adopted by the town in 2024. The previous standard was 12,000 sq.ft. lots when preserving 50% or more of open space. It is located on a narrow strip of land along Hemby Road next to the fire station owned by the Town of Weddington. Another new subdivision (Weddington Glen) is located immediately to the south and the two would connect as proposed. One entrance is located on Hemby while the other ingress/egress as required for developments over 15 units would connect to roads in Weddington Glen: this community is new but has petitioned to not connect to the Classica Development.

Just over 50% of the property would be preserved as open Conservation land, primarily the creek to the rear of the parcel and in creating a buffer between private lots and other communities around the perimeter. At a density of 0.75 units per acre, there is less than one home proposed for every acre of land on site.

The subdivision has now been branded as Windsor Farm. It was known during the Planning Board process as Classica-Hemby or Molbray project. It was recommended by the Planning Board on 11/25/2024.

Development Standards.

The development proposal does not include any changes to the Development Standards already set forth in the Unified Development Ordinance (UDO). The development shall be governed by this Plan and all applicable requirements of the UDO.

RELATION TO THE UNIFIED DEVELOPMENT ORDINANCE:

UDO Section D-607(C), Conditional Rezoning.

As required by UDO Section D-607(C)(5), the applicant held their site walk/charette and a community meeting on September 19th and October 9th, 2024. The community meeting was held at the Weddington High School auditorium.

UDO Section D-703(D), Permitted Uses (by zoning district).

Pursuant to Table 1, Permitted Uses, as contained within UDO Section D-703(D), Conservation Residential Development is specifically listed as a permissible use within the R-CD zone, subject to Conditional Zoning approval. Conservation type developments with smaller lots sizes but more open space (and more regulations) are only permitted in this zone and is selected by the applicant voluntarily.

UDO Section D-703(E), Lot and Building Standards Table.

Pursuant to Table 2, Lot and Building Standards, as contained within UDO Section D-703(E), all development within the R-CD is required to meet certain standards. The following table identifies those standards at the time of application, as well as how the subject development proposal complies:

Lot and Building Standards		Standard	Proposed
Minimum Lot Size		12,000 sq. ft.	20,019 – 25,058 sq. ft.
Minimum Lot Width		80'	100' (min)
Minimum Setbacks	Front	20'	20'
	Side	5'	15'
	Rear	30'	30'
Maximum Height		35'	35'
Maximum Floor Area Ratio		N/A	N/A

UDO Section D-917A, Specific Requirements for All Residential Development.

UDO Section D-917A, establishes numerous rules for how residential development is intended to occur within the Town. These rules include, but are not limited to, the location of house sites, easements, the requirement of lots to abut public roads, street design and layout, cul-de-sacs, open space, buffering, and tree requirements. While not all these rules are appropriate to be included at this stage of the development process, there are many that must be considered.

UDO Section D-917A(A) Side lot lines shall be substantially at right angles or radial to street lines, and double frontage lots are to be avoided wherever possible.

The lots proposed with the subdivision are generally consistent with this provision, even lots at the end of two cul-de-sac roads. No lots share a back yard property line. Positive findings of compliance can be made.

UDO Section D-917A(D) Lots partially subject to flooding. No proposed residential building lot that is partially subject to flooding as defined herein shall be approved unless there is established on the lot plan a contour line representing an elevation no lower than two feet above the base flood line as defined in Appendix 7. Floodplain Regulations.

Lots are substantially away from the stream buffer due to the Conservation configuration; the buffer is located exclusively in common open space. The site is otherwise flat due to it's current use as agricultural field.

UDO Section D-917A(F)(1) All subdivision lots shall abut public roads.

Three internal roads shall be public (NCDOT) with 22' pavement width. Dornoch Drive in Weddington Glen is scheduled for NCDOT acceptance.

UDO Section D-917A(J)(1) Permanent dead-end streets shall not provide sole access to more than 16 dwelling units or 1,200 linear feet, whichever is less.

Both cul-de-sacs as defined by this section are short with seven homes each. The entrance road is notably long due to the unusual shape of the tax parcel.

UDO Section D-917A(J)(2) When cul-de-sacs end in the vicinity of an adjacent undeveloped property capable of being developed in the future, a right-of-way or easement shall be shown on the final plan to enable the street to be extended when the adjoining property is developed.

A stub out is provided to property to the south (Weddington Glen) and would connect the two subdivisions, providing the required two methods of ingress-egress for both. Positive findings of compliance can be made.

As noted previously Weddington Glen is petitioning Town Council to waive this requirement and keep Dornoch Drive a cul-de-sac with no connection.

UDO Section D-917A(K)(2) The proposed street layout shall be coordinated with the street system of the surrounding area. Where possible, existing principal streets shall be extended. Street connections shall be designed so as to minimize the number of new cul-de-sacs and to facilitate easy access to and from homes in different part of the tract (and on adjoining parcels).

Yes, positive findings of compliance can be made as proposed.

UDO Section D-917A(K)(5) Two points of ingress and egress onto an adjoining public road from subdivision containing more than 15 lots is required.

Please see previous page. Findings of compliance made unless this requirement is waived as part of the Conditional Zoning approval process.

UDO Section D-917A(K)(6) Developable lots shall be accessed from interior streets, rather than from roads bordering the tract.

All 27 lots will be accessed via internal streets rather than Hemby Road.

UDO Section D-917A(O)(1)(b) Where the side or rear yards of lots may be oriented toward existing thoroughfare roads, a buffer at least 100 feet wide of existing woodland providing adequate visual screening throughout the year is required. ~~The buffer width may be reduced to 50 feet if plantings are installed to include year-round screening.~~

The development includes a 100' wide thoroughfare buffer on Hemby Road. There is zero existing woodland to provide screening without adding significant plantings and/or berms. Staff recommends a Landscape Plan exhibit as a conditional of approval to verify UDO buffer code compliance.

UDO Section D-917B. Additional Specific Requirements for Conservation Residential Development.

UDO Section D-917B, establishes additional rules specific to Conservation-type subdivisions. In return for smaller lots (at equal yield to a conventional subdivision) the Town expects higher quality design.

UDO Section D-917B(B) At a minimum, fifty percent (50%) of the gross acreage of the tract will be required to be retained as Conservation Land. Not more than 20 percent (20%) of the minimum required area of Conservation Lands shall be comprised of wetlands, submerged lands, steep slopes, floodways, or land under high voltage electrical transmission lines (conducting 69 kilovolts or more).

The property is relatively flat closer to Hemby Road. Please see exhibits in the application. Areas of steep slope or intermittent streams are located to the far west of the site and constitute less than 20% of the overall eighteen acres of conservation land.

UDO Section D-917B(E) Stream valleys, swales, springs and other lowland areas are resources that warrant restrictive land use controls because of flooding hazards to human life and property, their groundwater recharge functions, their importance to water quality and the health of aquatic communities, and their wildlife habitats. They are generally poorly suited for on-site subsurface sewage disposal systems.

The proposed subdivision would be served by sewer, rather than private septic systems. Please see utility exhibit included in your packet. Open space connects to Bromley Community Association and Weddington Glen.

UDO Section D-917B(I) All applications shall preserve the viewsheds along rural roads by incorporating them into Conservation Lands or otherwise providing for building setbacks and architectural designs to minimize their intrusion. Views of developable lots from exterior roads and abutting properties shall

be minimized by the use of changes in topography, existing vegetation, or additional landscaping to the greatest degree possible.

A 50' or greater buffer surrounds all sides of the site including existing forestlands along the border of Weddington Glen, Bromley neighborhoods. There is poor viewshed along Hemby Road and must be supplemented.

UDO Section D-917B(J) Notwithstanding the provisions of this subsection, all principal dwelling units within a conservation subdivision shall be set back at least 100 feet from all external road rights-of-way (i.e., rights-of-way of roads that are external to the proposed subdivision), as depicted on the most current version of the local thoroughfare plan. In addition, all principal dwelling units shall otherwise be set back a minimum of 50 feet from the external boundaries of the conservation subdivision.

All buffers meet requirements and are now shown as references in the plan submittal, including the 100': positive findings of compliance can be made.

UDO Section D-917B(L)(4) Conservation residential developments shall be designed to harmonize with the existing terrain, so that mass grading can be minimized, and the natural character of the underlying land will be preserved, to the maximum extent feasible. Site designers shall therefore lay out streets and house lots to conform to the existing topography as much as possible.

Roads conform to the narrow lot and development is concentrated on flat, buildable agricultural land rather than forestlands or creeks to the rear.

UDO Section D-917B(L)(8) Except as provided herein, Conservation Lands shall be provided with pedestrian pathways for use by the residents of the neighborhood. Public access shall be provided on such trails if they are linked to other publicly accessible pathway systems within the Town. Provisions shall be made for access to the Conservation Lands, as required for land management and emergency purposes. Access to Conservation Lands for agricultural or horticultural purposes may be appropriately restricted for public safety purposes and to prevent interference with agricultural or horticultural operations.

~~There are no pedestrian paths or sidewalks shown on submitted site plans. Findings of compliance cannot be made.~~ Sidewalks are provided.

UDO Section D-917B(L)(9) To the greatest extent feasible, each conservation residential development should provide at least one neighborhood green, not less than 10,000 square feet in area, planted with shade trees at 40-foot intervals around the edge.

The neighborhood green at the entrance measures 12,526 sq.ft. per CEC.

UDO Section D-917D, Supplemental Requirements for Certain Uses.

UDO Section D-917D, establishes supplements requirements for certain uses; however, no uses other than conventional residential apply to this case. As such, this Section is not applicable.

UDO Section D-918, General Requirements.

The various provisions set forth in UDO Section D-918, including, but not limited to visibility at intersections, lighting, screening, and landscaping, fences and walls, signs, and off-street parking and loading, as applicable, shall be reviewed for compliance with the submittal of plans for a Construction Permit. It is noted, however, that there do not appear to be any immediate concerns regarding compliance with these provisions. There is no *existing* vegetation that would impact sight distances on Hemby Road.

RELATION TO THE CODE OF ORDINANCES:

Appendix C, Traffic Impact Analysis.

Pursuant to Sec. II (A) (1), a Traffic Impact Analysis (TIA) is required for any CZ which is expected to create 50 or more peak hour vehicle trips or 500 or more daily vehicle trips. Each of the 27 single family homes constitutes one peak hour trip per Institute of Transportation Engineers Trip Generation Manual.

LAND USE PLAN CONSISTENCY:

NOTE: On June 3rd 2024 the Weddington Town Council adopted the new Comprehensive Land Use Plan, which established new goals and policies from those previously used by the Planning Board. This project is among the first to submit under these new guiding principles and the first Conservation-type proposal.

Land Use Goals:

Goal 1: New development and redevelopment activities shall be consistent with the Future Land Use Map and categories.

Policy: LU 1.1: The following Future Land Use categories, along with their intended uses, densities, and intensities, are hereby established (floor area ratio (FAR) only applies to non-residential uses): Agriculture: This category is intended to accommodate very low-density residential development to retain rural character and agricultural activity. Maximum density: 1 dwelling unit per 1.5 acres.

The subject property is identified as *Conservation Residential* in the 2024 Future Land Use Map (Map 4). At less than one unit per acre, this meets the intended low density residential development standard prescribed in the Comprehensive and Use Plan.

Policy: LU 1.4: Ensure that land uses abutting residential development are compatible with the scale, intensity and overall character of existing and planned neighborhoods.

It is adjacent to and connected as proposed to Weddington Glen to the south, also a conservation subdivision, and contains larger lot sizes than Weddington Glen. Weddington Woods to the north is zoned R-40 but would be separated by the 50' open space buffer proposed. Details on the plantings in this buffer are not shown and should be provided in the required Landscape Plan, suggested as a condition of recommendation/approval.

Transportation Goals:

Policy: T 1.1: Major thoroughfares and key entryways shall be given the highest priority for beautification efforts and corridor design.

Hemby Road and Beulah Church Road are a significant east-west thoroughfare in Weddington. A 100' roadside buffer is shown on the entire frontage and a Landscape Plan specific to this buffer is highly recommended to indicate how this field will be supplemented with trees.

Policy: ***T 1.3:** Encourage roads be designed and constructed to provide a high level of safety and comfort for all users (pedestrians, bicyclists and motorists), in a manner consistent with the character of the neighborhood through which the road travels.*

Sidewalks are not provided as submitted, nor are any trails as detailed under Conservation regulations. Dornoch Drive contains sidewalks should continue into this development as well.

Housing Goals:

Goal 2: *Maintain the Town's strong single-family residential character.*

Policy: ***H 1.1:** Retain the residential character of the community by ensuring that new residential development consists of single-family homes with a maximum density of one (1) dwelling unit per 40,000 sq feet.*

Findings of compliance can be made. Density remains under 1 dwelling unit per acre.

Conservation Goals:

Goal 1: *Ensure that all new development takes place in a manner that conserves open space and scenic views.*

Policy: ***C 1.1:** Preserve open space and scenic views through zoning regulations that require open space preservation in both conventional and conservation subdivisions, as well as commercial developments. and minimize the visual impact of development from surrounding properties and roadways.*

Finding of compliance can be made. Conservation open space connects to Bromley HOA land.

Goal: *Limit development activities on environmentally sensitive land.*

Policy: ***C 3.3:** 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, as well as preserving the natural areas and habitats.*

No private lots are located in close proximity to the existing intermittent stream and buffer.

Infrastructure Goals:

Goal 1: *Ensure that all existing and future developments in Weddington are served by adequate water, wastewater, drainage and emergency services.*

Policy: ***I 1.1:** Require water, wastewater, and drainage system improvements to be constructed concurrent with new development and that they provide adequate capacity to meet demands from existing and new users.*

Please see Hemby Road Subdivision_Connectivity Exhibit. A sewer easement is illustrated.

Based upon the above, staff provides the following Land Use Plan Consistency Statement for consideration:

While the development proposal can be found to be generally consistent with the adopted Land Use Plan, there are Goals and Policies for which compliance cannot be determined at the present time based upon the level of plans required to be submitted for this phase of development. In addition, while there may also be Goals and Policies for which there may be reason for concern, positive findings can nonetheless be made in support of this development proposal.

The primary detail which is not in compliance with UDO sections is the lack of pedestrian pathways, including poor connections to Weddington Glen sidewalks. This Board and/or Council may wish to comply fully with requirements, or waive this requirement due to the wishes of adjacent petitioners.

The 100 foot thoroughfare buffer provided complies is setting the houses from the road, but careful consideration should be made to how the buffer is planted according to UDO requirements. For this purpose staff recommends a specific exhibit to illustrate the buffer landscape design as a condition for approval. It would not preclude recommending the zoning case to the Town Council, but must be provided prior to conducting any land disturbance and included in the full Construction Document review.

Lastly, which a sewer easement is shown in the plans, Union County must ultimately approve the system.

RECOMMENDATION:

It is the recommendation of staff that the request for Conditional Zoning to allow for the development of a 27-Lot Conservation Subdivision located on Hemby Road, ~~tentatively known as Molbray Development~~ known as Windsor Farm, be recommended for **approval with conditions**.

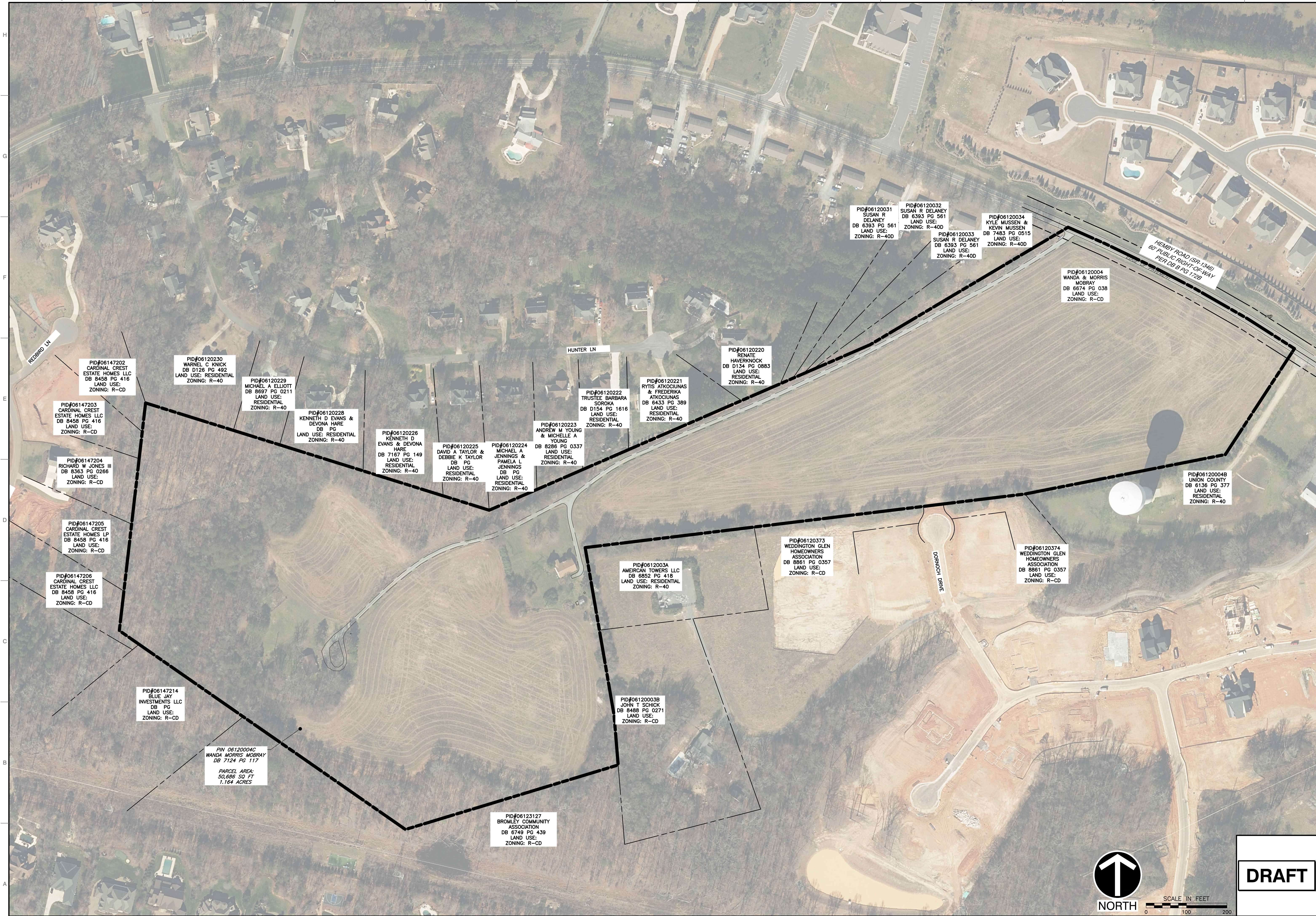
~~A pedestrian pathway shall be provided connecting cul-de-sacs of "Road A" and "Road C", or an alternative pedestrian plan be provided by the developer, in accordance with UDO Section D-917B(L)(8).~~

- A landscape/buffer plan shall be submitted in compliance with UDO requirements including a specific planting plan detailing the 100' thoroughfare buffer. This plan must be reviewed prior to any subsequent plan submittals.

ATTACHMENTS:

Application
Sketch Plan
Land Use Map
Zoning Map
Community Meeting Reports
Utility Plan
Presentation Slides

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REVISION RECORD	
NO	DATE
1	8/8/2024
INITIAL CONDITIONAL ZONING SUBMITTAL PACKAGE	

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**WINDSOR FARM
CLASSICA HOMES, LLC
WEDDINGTON, NORTH CAROLINA
UNION COUNTY**

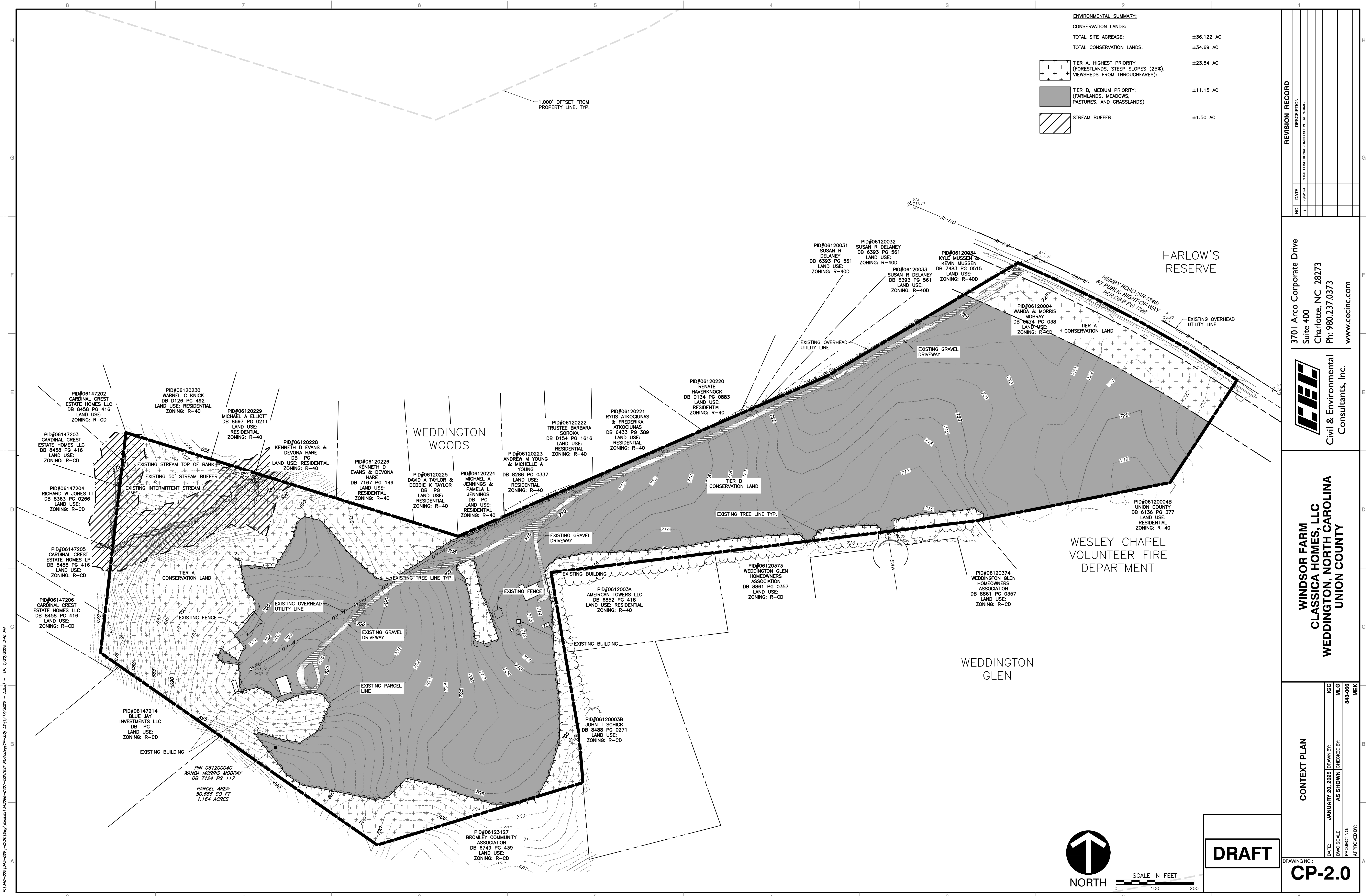
AERIAL PLAN	
DATE:	JANUARY 20, 2025
DWG SCALE:	AS SHOWN
PROJECT NO:	343-066
APPROVED BY:	MEK
IGC	
MLG	
MEK	

DRAWING NO.:
CP-1.0

DRAFT



SCALE IN FEET
0 2 100 200



ENVIRONMENTAL SUMMARY:	
CONSERVATION LANDS:	
TOTAL SITE ACREAGE:	±36.122 AC
TOTAL CONSERVATION LANDS:	±34.69 AC
TIER A, HIGHEST PRIORITY (FORESTLANDS, STEEP SLOPES (25%), VIEWSHEDS FROM THROUGHFARES):	±23.54 AC
TIER B, MEDIUM PRIORITY: (FARMLANDS, MEADOWS, PASTURES, AND GRASSLANDS)	±11.15 AC
STREAM BUFFER:	±1.50 AC

REVISION RECORD	
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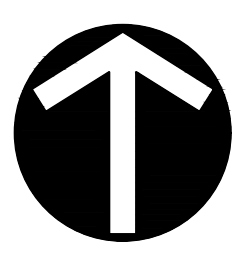
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WEDDINGTON, NORTH CAROLINA
UNION COUNTY

CONTEXT PLAN

DATE:	JANUARY 20, 2025	DRAWN BY:	IGC
DWG SCALE:	AS SHOWN	CHECKED BY:	MLG
PROJECT NO:	343-066	APPROVED BY:	MEK

DRAWING NO.: **CP-2.0**

DRAFT



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PARCELS:	
PIN: 06126004	±34.962 ACRES (R-CD)
<u>PIN: 06126004C</u>	<u>± 1.16 ACRES (R-40)</u>
TOTAL:	±36.122 ACRES

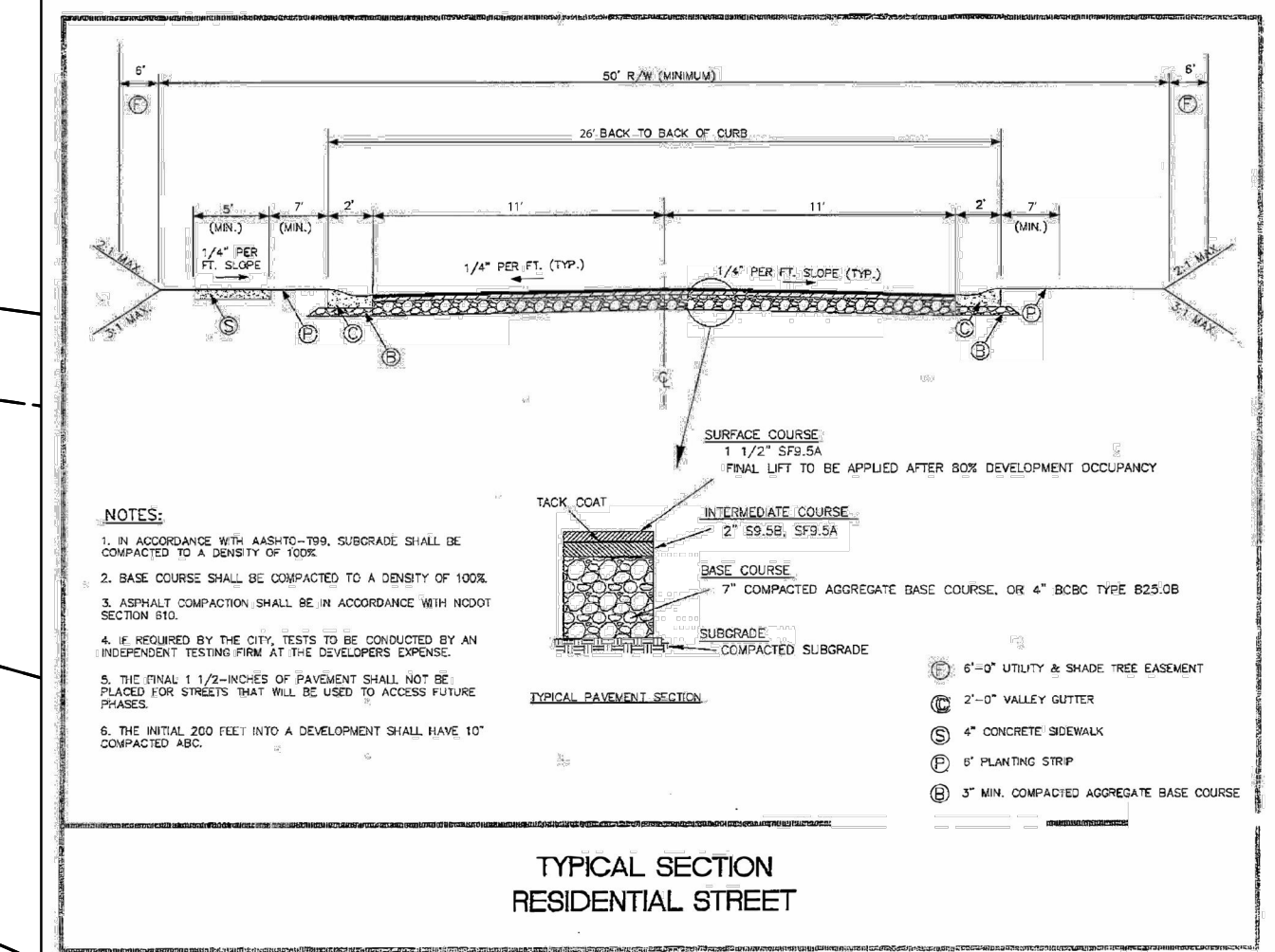
CONSERVATION SUBDIVISION STANDARDS:
MINIMUM LOT SIZE: 12,000 SF
MINIMUM LOT WIDTH: 80 FEET
FRONT SETBACK: 20 FEET
SIDE SETBACK: 15 FEET*
CORNER SETBACK: 25 FEET
REAR SETBACK: 30 FEET
MAXIMUM HEIGHT: 35 FEET
*A SEPARATION OF 30 FEET MUST BE MAINTAINED
BETWEEN THE SIDES OF EACH DWELLING

CONSERVATION OPEN SPACE REQUIRED:	±18.06 ACRES (50.00%)
CONSERVATION OPEN SPACE PROVIDED:	±18.31 ACRES (50.67%)

AVERAGE LOT SIZE:	±21,541	SF
LARGEST LOT SIZE:	±25,452	SF
SMALLEST LOT SIZE:	±20,019	SF

CONSERVATION OPEN SPACE

STREAM BUFFER



REVISION RECORD
DESCRIPTION

NO	DATE
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WEDDINGTON, NORTH CAROLINA
UNION COUNTY**

CONSERVATION SITE PLAN

STAFF	MLG	43-066
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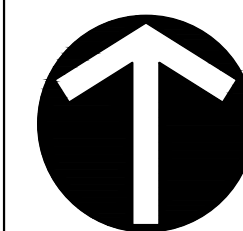
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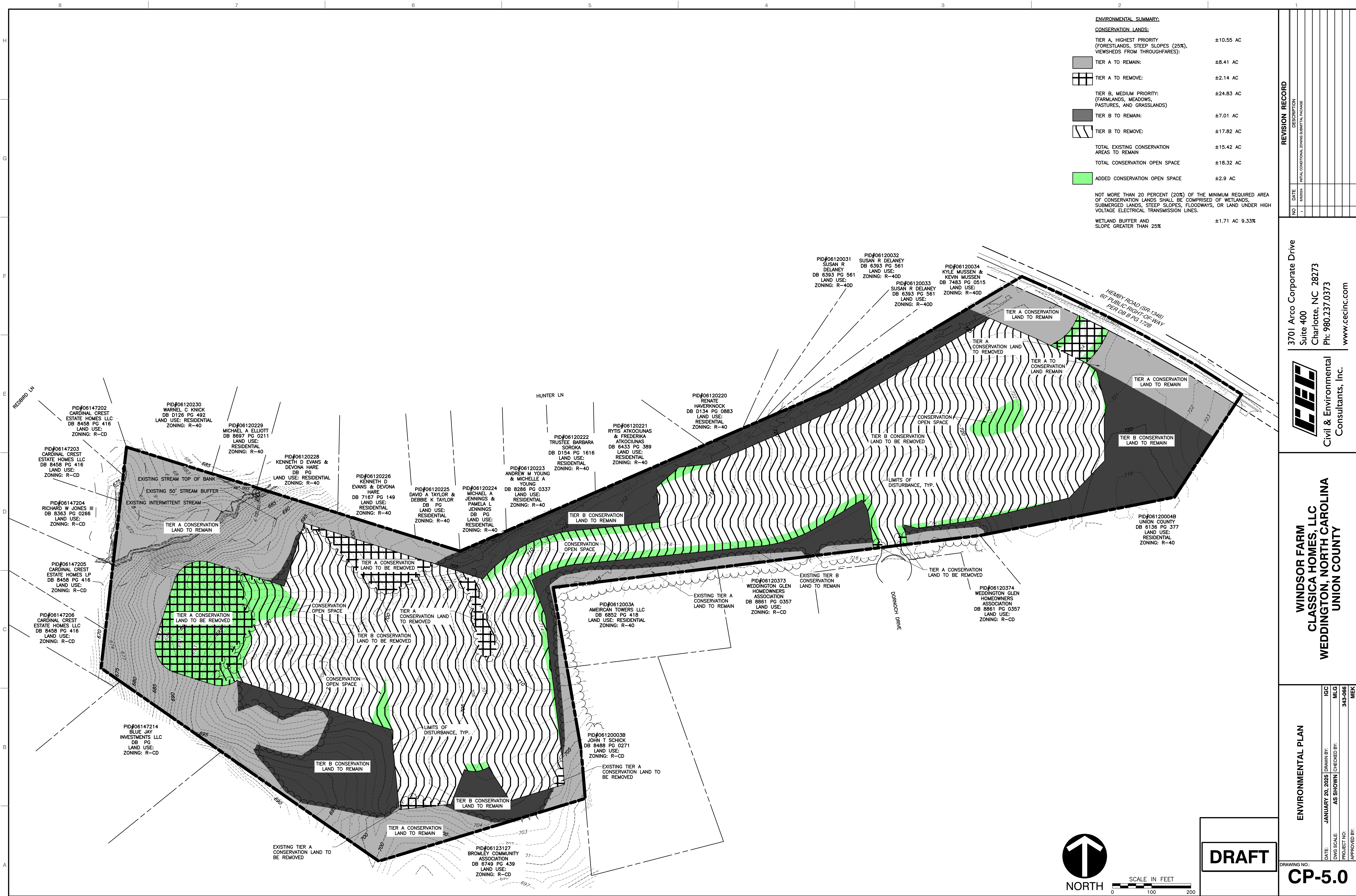
NORTH

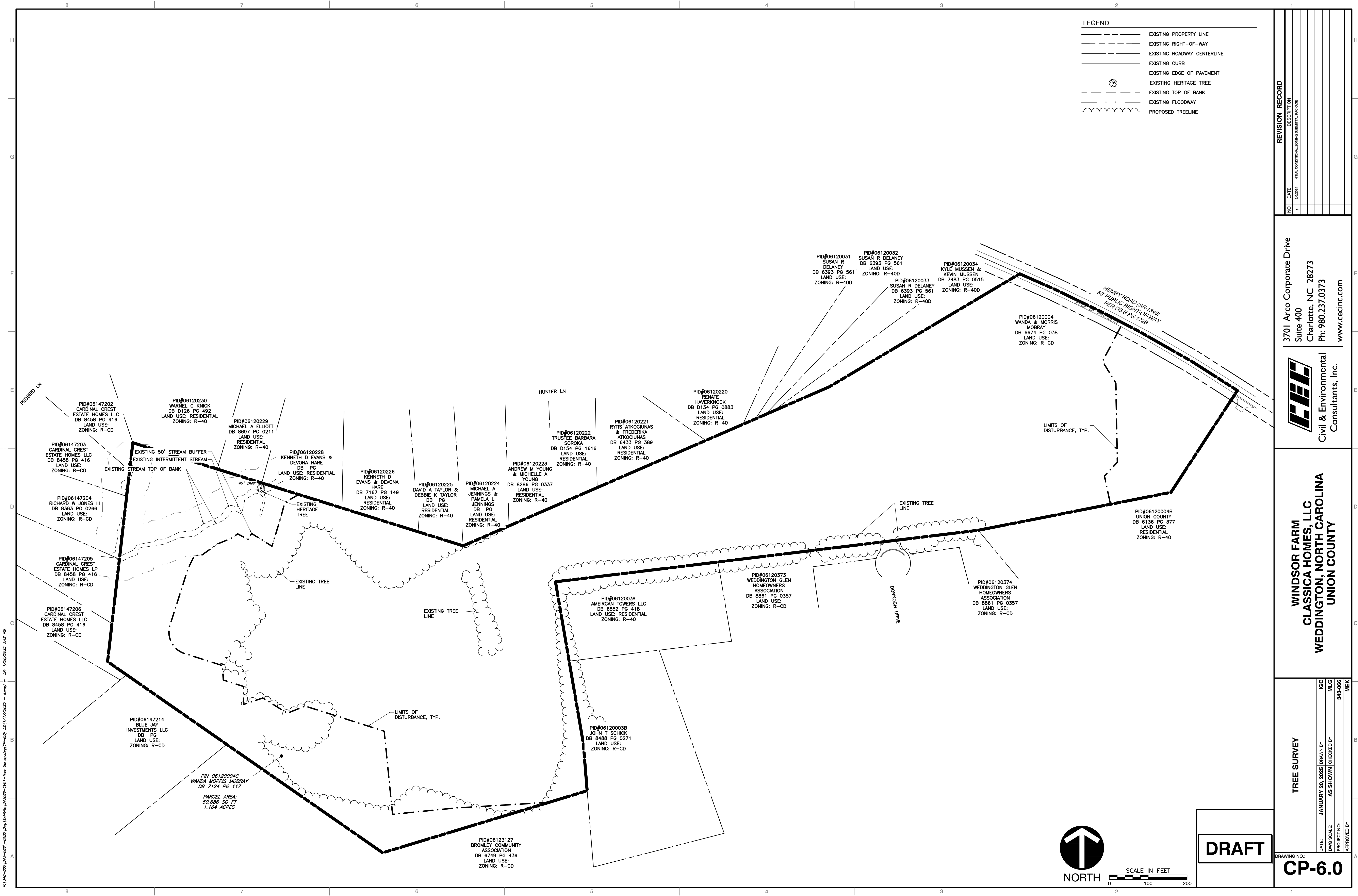
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LEGEND	
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING ROADWAY CENTERLINE
	EXISTING CURB
	EXISTING EDGE OF PAVEMENT
	EXISTING HERITAGE TREE
	EXISTING TOP OF BANK
	EXISTING FLOODWAY
	PROPOSED TREELINE

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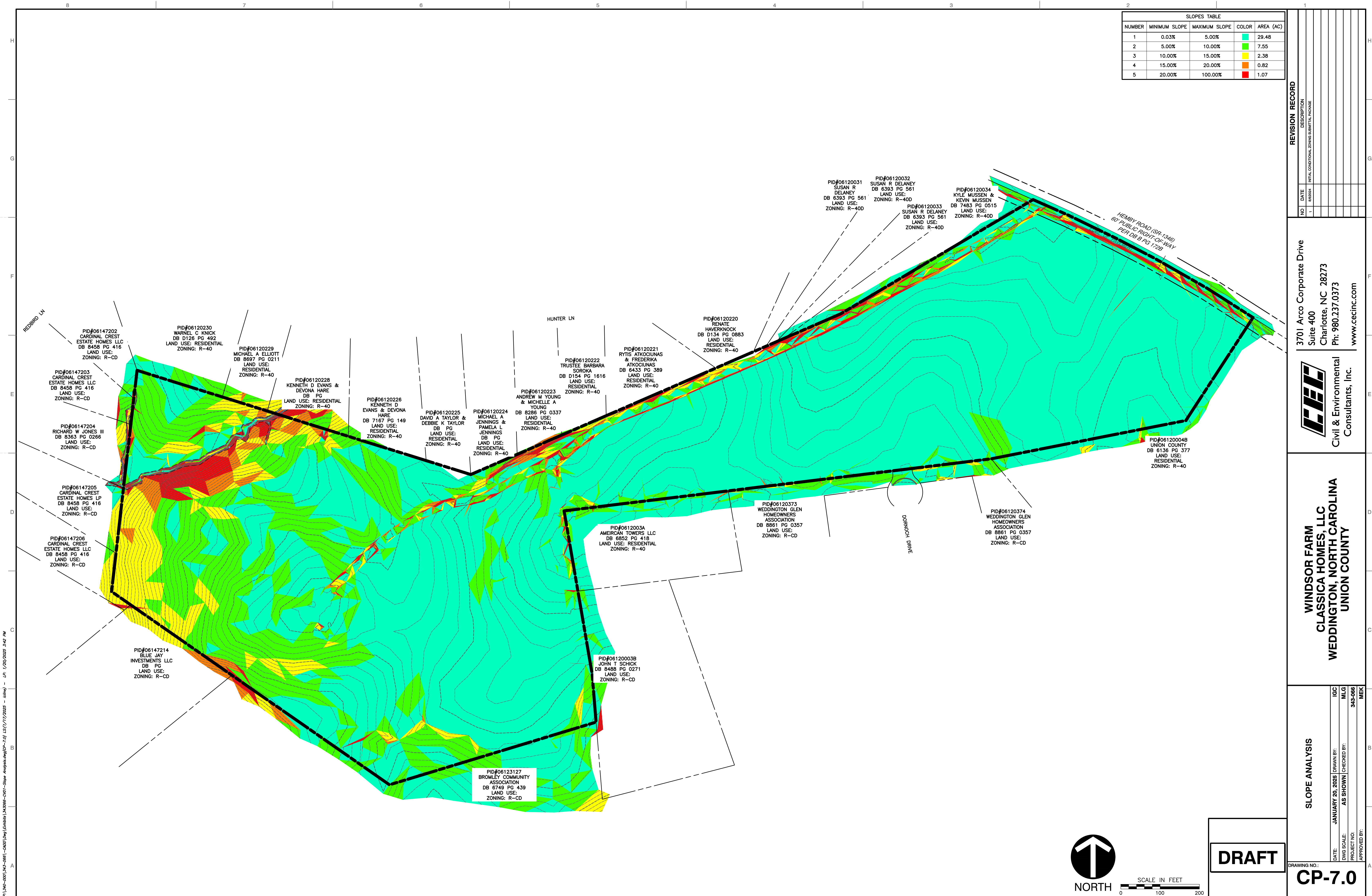
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TREE SURVEY	
DATE:	JANUARY 20, 2025
DWG SCALE:	AS SHOWN
PROJECT NO:	343-066
APPROVED BY:	MEK

DRAFT


CP-6.0

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SLOPES TABLE				
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA (AC)
1	0.03%	5.00%	Cyan	29.48
2	5.00%	10.00%	Green	7.55
3	10.00%	15.00%	Yellow	2.38
4	15.00%	20.00%	Orange	0.82
5	20.00%	100.00%	Red	1.07

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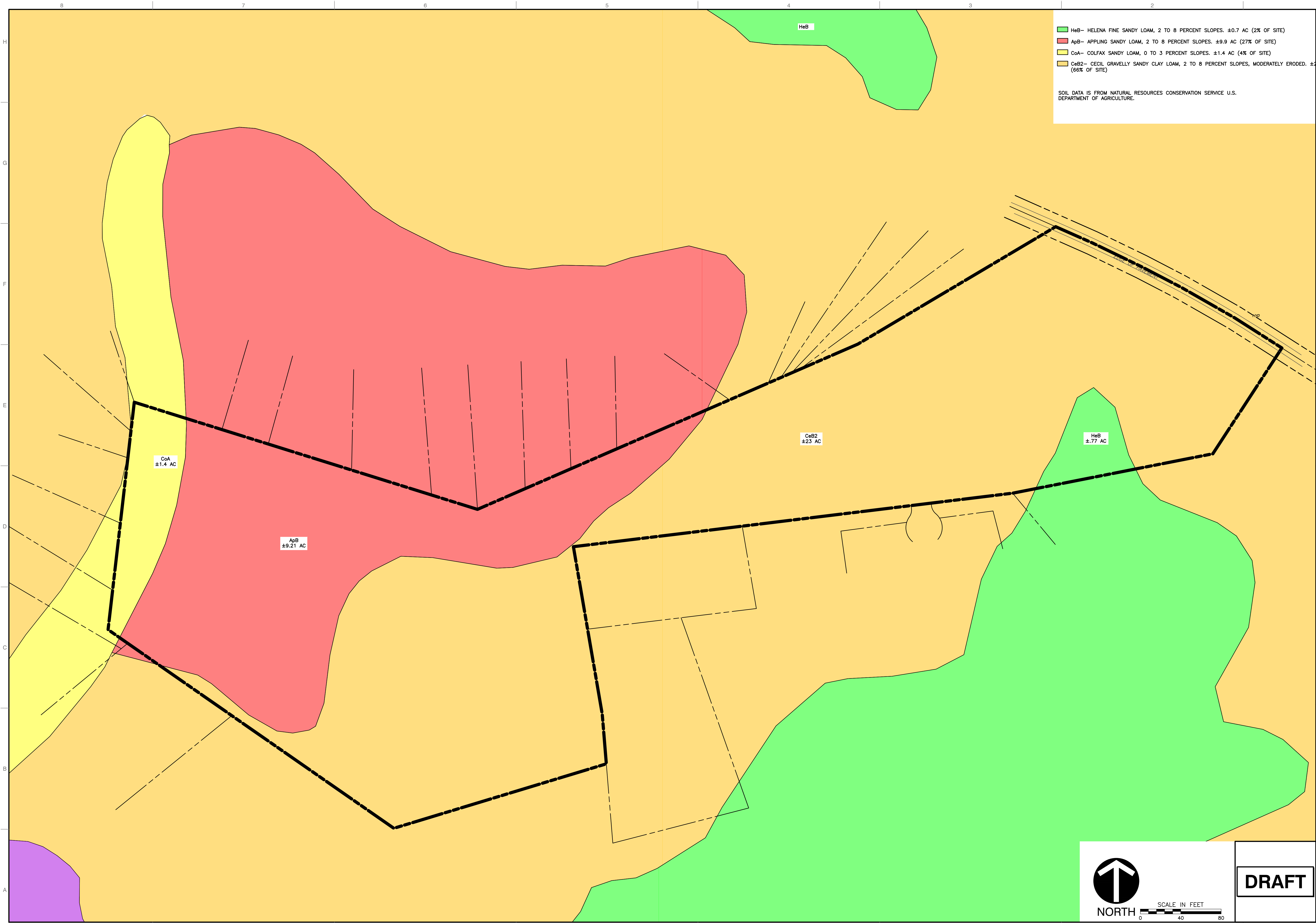
SLOPE ANALYSIS

DRAWING NO.: **CP-7.0**

DATE: JANUARY 20, 2025 | DRAWN BY: IGC
DWG SCALE: AS SHOWN | CHECKED BY: MLG
PROJECT NO: 343-066
APPROVED BY: MEK

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HeB- HELENA FINE SANDY LOAM, 2 TO 8 PERCENT SLOPES. ±0.7 AC (2% OF SITE)
ApB- APPLING SANDY LOAM, 2 TO 8 PERCENT SLOPES. ±9.9 AC (27% OF SITE)
CoA- COLFAX SANDY LOAM, 0 TO 3 PERCENT SLOPES. ±1.4 AC (4% OF SITE)
CeB2- CECIL GRAVELLY SANDY CLAY LOAM, 2 TO 8 PERCENT SLOPES, MODERATELY ERODED. ±23.0 AC (66% OF SITE)

SOIL DATA IS FROM NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE.

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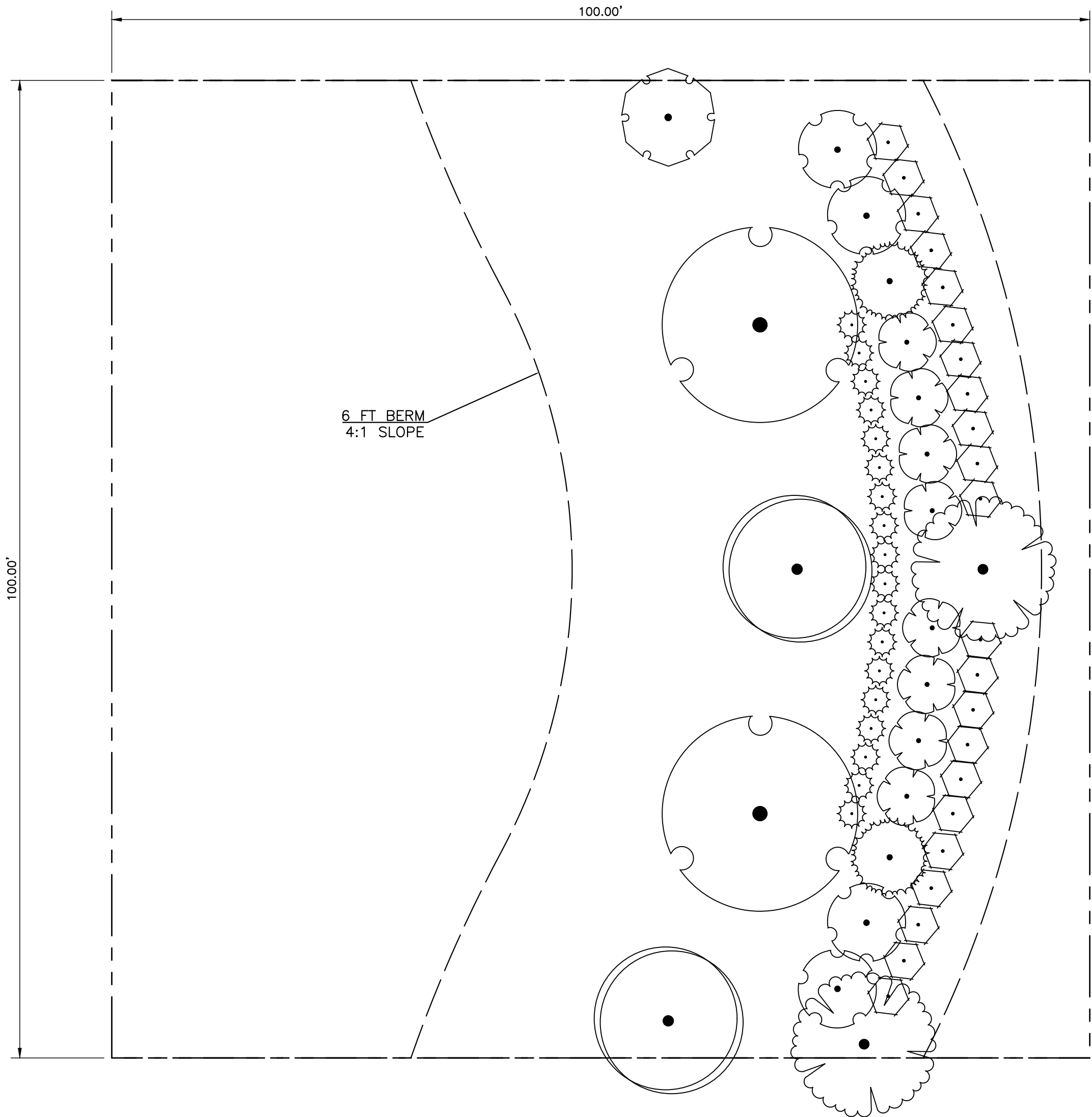
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SOIL MAP

DRAWING NO.: **CP-8.0**

DATE: JANUARY 20, 2025 | DRAWN BY: IGC
DWG SCALE: AS SHOWN | CHECKED BY: MLG
PROJECT NO: 343-066
APPROVED BY: MEK

A:\340-2001\342-0661-0000\Draw\Exhibits\342066066-0001-Landscape Planting\CP-9.0] LS(1/20/2025 - 3:43 PM) - LSP: 1/20/2025 3:43 PM



PLANT SCHEDULE 100' TYPICAL BUFFER						
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	CALIPER	SIZE
TREES						
	AME ARB	2	AMELANCHIER ARBOREA / DOWNY SERVICEBERRY STRAIGHT LEADER, MATCH SPECIMEN	B&B	2" CAL.	15'-20'
	LAG IND	2	LACERSTROEMIA INDICA / CRAPE MYRTLE STRAIGHT LEADER, MATCH SPECIMEN	B&B	2" CAL.	25'-30'
	MAG BRK	2	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY' / BRACKEN'S BEAUTY SOUTHERN MAGNOLIA STRAIGHT LEADER, MATCH SPECIMEN	B&B	2" CAL.	25'-40'
	PIC CO2	1	PICEA PUNGENS / COLORADO SPRUCE STRAIGHT LEADER, MATCH SPECIMEN	B&B	2" CAL.	12'-14'
	THU GR2	2	THUJA STANDISHII X PLICATA 'GREEN GIANT' / GREEN GIANT ARBORVITAE STRAIGHT LEADER, MATCH SPECIMEN	B&B	2" CAL.	8'-10'
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	
SHRUBS						
	ABE GRA	8	ABELIA X GRANDIFLORA / GLOSSY ABELIA FULL TO GROUND, MATCH SPECIMEN	NO. 3 CONT.	AS SHOWN	
	LIG YEL	22	LIGUSTRUM HOWARDII / YELLOW-TIP LIGUSTRUM FULLT TO GROUND, MATCH SPECIMEN	NO. 3 CONT	AS SHOWN	
	MUH CAP	18	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS FULL TO GROUND, MATCH SPECIMEN	NO. 3 CONT	AS SHOWN	
	VIB CHI	4	VIBURNUM AWABUKI 'CHINDO' / CHINDO SWEET VIBURNUM FULL TO GROUND, MATCH SPECIMEN	NO. 3 CONT	AS SHOWN	

- BUFFER REQUIREMENTS:
- 40% OF THE REQUIRED TREES WITHIN THE BUFFER SHALL BE LARGE MATURE TREES.
 - ALL TREES SHALL HAVE A MINIMUM CALIPER OF TWO INCHES AT THE TIME OF PLANTING.
 - SHRUBS SHALL BE EVERGREEN AND AT LEAST THREE FEET TALL WHEN PLANTED WITH THE AVERAGE HEIGHT OF SIX FEET IN THREE TO FOUR YEARS.
 - SHRUBS AND TREES SHALL BE ON THE APPROVED PLANT LIST.

- LANDSCAPE CALCULATIONS:
- TOTAL TREES REQUIRED PER 100'= 9
 - TOTAL TREES PROVIDED PER 100'= 9
 - TOTAL SHRUBS REQUIRED PER 100'= 20
 - TOTAL SHRUBS PROVIDED PER 100'= 52
 - EVERGREEN TREES REQUIRED= 25%
 - EVERGREEN TREES PROVIDED= 33%

DRAFT

TYPICAL 100-FOOT BERM AND
BUFFER PLANTING

DRAWING NO.:

CP-9.0

DATE: JANUARY 20, 2025
DWG SCALE: AS SHOWN
PROJECT NO: 343-066
APPROVED BY: MEK

IGC
MLG
343-066
MEK

WINDSOR FARM
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UNION COUNTY

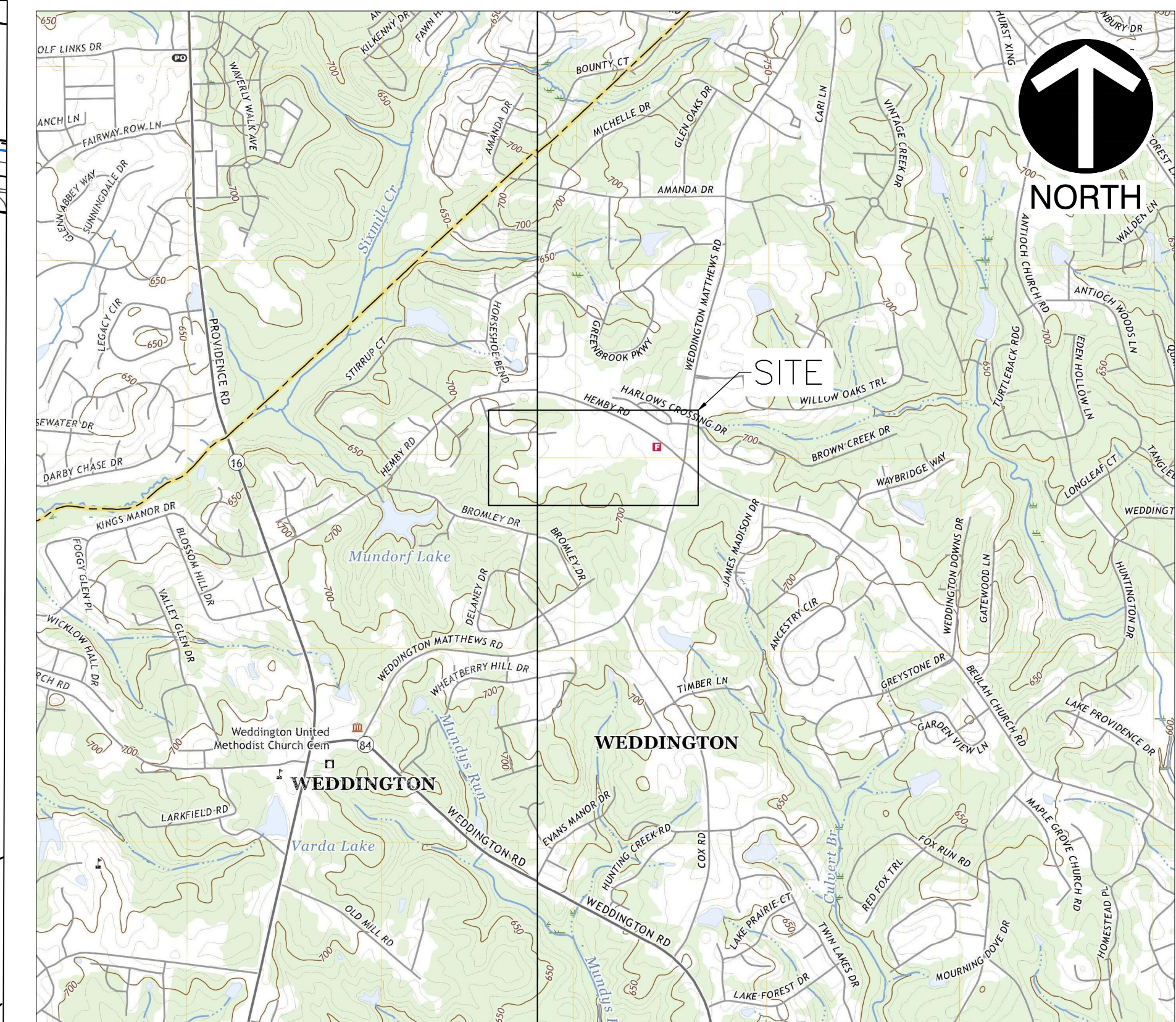


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3701 Arco Corporate Drive
Suite 400
Charlotte, NC 28273
Ph: 980.237.0373
www.cecinc.com

REVISION RECORD

NO	DATE	DESCRIPTION
1	8/8/2024	INITIAL CONDITIONAL ZONING SUBMITTAL PACKAGE



VICINITY MAP
U.S.G.S. 7.5 MIN. TOPOGRAPHIC MAP.
WEDDINGTON AND MATHEWS DATED: 2020
SCALE IN FEET 1"=2000'
0 2000 4000

CIVIL ENGINEER

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
3701 ARCO CORPORATE DRIVE, SUITE 400 CHARLOTTE, NORTH CAROLINA 28273
PH: (980) 237-0373
FX: (980) 237-0372
CONTACT: MASON GREESON, P.E.
EMAIL: MGREESON@CECINC.COM

DEVELOPER

CLASSICA HOMES, LLC
2215 ARSLEY TOWN BLVD
(704)-297-9075
CONTACT: LARRY BURTON
EMAIL: LBURTON@CLASSICAHOMES.COM

OWNER

WANDA & MORRIS
5207 HEMBY RD
WEDDINGTON, NC

ESTIMATED SEWER FLOWS:

SINGLE FAMILY 27 HOMES @ 190 GPD = 5,130 GPD

TOTAL ESTIMATED DEMAND = 5,130 GPD

NATURE OF WASTEWATER: DOMESTIC
FLOWS TO 6 MILE WATER RECLAMATION FACILITY
VIA UNION COUNTY WATER & SEWER

ESTIMATED WATER FLOWS:

SINGLE FAMILY 27 HOMES @ 400GPD = 10,800 GPD

IRRIGATION
HOME METERS 27 HOMES @ 200 GPD = 5,400 GPD
COMMON AREA
157,512 SF @ 1" PER WEEK/7 DAYS = 14,027 GPD

TOTAL ESTIMATED DEMAND = 30,227 GPD

FIRE FLOW - 1,000 GPM FOR 2 HOUR DURATION = 120,000 GALLONS

ESTIMATED WATER METERS:

27 - 3/4" WATER METERS
27 - 3/4" IRRIGATION METERS (LOTS)
2 - 1 1/2" IRRIGATION METERS (C.O.S.)

UTILITY QUANTITIES

PVC WATER LINE - 3,344 LF
FIRE HYDRANTS - 3 EA

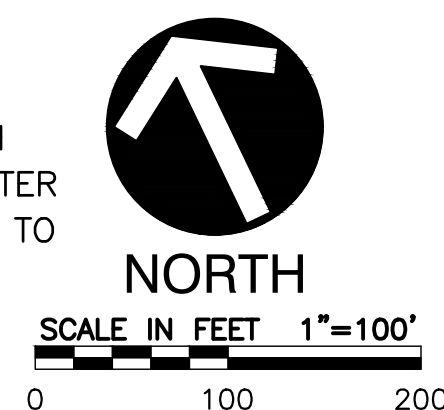
SANITARY SEWER LINE - 4,058 LF
SANITARY SEWER MANHOLES - 21 EA
SANITARY SERVICES - 27 EA

CONSTRUCTION SCHEDULE:

APPROVALS: DECEMBER 2025
BEGIN CONSTRUCTION: JANUARY 2025
COMPLETED CONSTRUCTION: DECEMBER 2026

DEVELOPMENT NOTES:

- CONTRACTOR SHALL VERIFY THAT ALL PROPOSED AND EXISTING CONSTRUCTION WITHIN THE PROJECT LIMITS ADHERES TO ALL UNION COUNTY PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
- ANY WELLS OR ON-SITE WASTEWATER DISPOSAL SYSTEMS DISCOVERED DURING THE CONSTRUCTION PROCESS WILL BE ABANDONED IN ACCORDANCE WITH APPLICABLE NORTH CAROLINA LAWS AND RULES AFTER CONTACTING UNION COUNTY ENVIRONMENTAL HEALTH TO OBTAIN NECESSARY PERMITS.



REVISION RECORD

NO.	DATE	DESCRIPTION

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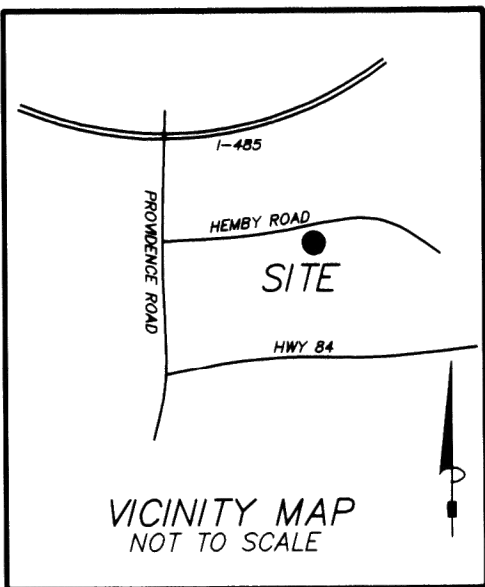


MOBRAY SUBDIVISION
CLASSICA HOMES, LLC
5207 HEMBY RD
WEDDINGTON, NC

UTILITY SKETCH PLAN

DATE:	DWG SCALE:	PROJECT NO:	APPROVED BY:	CMR	MLG	MLG
AUGUST 2024	AS SHOWN	343-086				

DRAWING NO.:
CV-01



LEGEND:

EIP = EXISTING IRON PIN
OIP = OLD IRON PIPE
SIP = SET IRON PIN
R/W = RIGHT OF WAY
PP = POWER POLE
SDE = STORM DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
SDMH = STORM DRAIN MANHOLE
SSMH = SANITARY SEWER MANHOLE
TOB = TOP OF BANK

Gus Nickels
REVIEW OFFICER OF UNION COUNTY,
CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS
AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
DATE **6/20/16**
REVIEW OFFICER
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN
AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION
JURISDICTION OF THE TOWN OF WEDDINGTON AND THAT I HEREBY ADOPT
THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM
BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS,
PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE
AS NOTED.

OWNER(S) **Gus Nickels** DATE **12-11-15**
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS
BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE
TOWN OF WEDDINGTON, NORTH CAROLINA AND THAT THIS PLAT HAS
BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR FOR RECORDING IN
THE OFFICE OF THE REGISTER OF DEEDS OF UNION COUNTY.
CHAIRMAN OF THE PLANNING BOARD
TOWN OF WEDDINGTON, NORTH CAROLINA
DATE **6/16/16**

LINE	BEARING	LENGTH
L1	N43°01'28"E	34.42
L2	S43°01'28"W	27.46
L3	S43°01'28"W	6.96
L4	N53°44'11"E	39.01
L5	N83°46'15"W	54.80
L6	N05°24'56"W	43.64
L7	N12°21'45"W	74.56
L8	N12°21'45"W	77.35
L9	N51°32'58"W	47.13
L10	N51°32'58"W	49.10
L11	N34°14'20"W	42.45
L12	S43°45'57"W	22.34

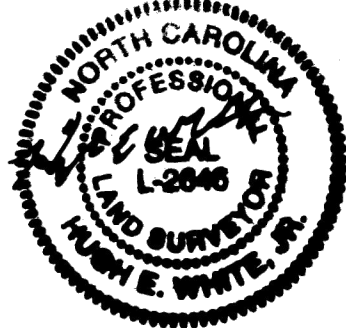
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	3674.17	64.44	N43°31'37"E	64.44
C2	928.61	389.56	S55°02'33"W	386.71
C3	30.00	47.12	S88°01'28"W	42.43
C4	30.00	47.12	S01°58'32"E	42.43
C5	352.68	67.34	N41°30'19"W	67.24
C6	30.00	47.01	S80°55'44"E	42.35
C7	258.50	50.32	N48°36'03"E	50.24
C8	25.00	21.03	N18°55'47"E	20.41
C9	50.00	4.02	S02°51'33"E	4.02
C10	50.00	77.53	S43°52'07"W	69.99
C11	50.00	40.90	N68°16'30"W	39.77
C12	50.00	118.73	N23°11'13"E	92.74
C13	25.00	21.03	S67°07'10"W	20.41
C14	308.50	74.29	N49°55'23"E	74.11
C15	30.00	39.91	S18°42'46"W	37.03
C16	352.68	111.33	N10°21'10"W	110.87
C17	352.68	111.51	N07°44'54"E	111.04
C18	352.68	93.06	N24°21'55"E	92.79
C19	240.00	63.48	N39°46'32"E	63.30
C20	35.00	35.99	S17°53'43"W	34.43
C21	35.00	0.93	S12°19'37"E	0.93
C22	50.00	66.95	N25°16'04"E	62.06
C23	50.00	12.12	N70°34'18"E	12.09
C24	50.00	36.29	S81°41'19"E	35.50
C25	50.00	36.24	S40°07'54"E	35.45
C26	50.00	65.58	S18°12'19"W	60.98
C27	190.00	78.20	N43°59'20"E	77.65
C28	302.68	330.09	N00°38'19"E	313.97
C29	302.68	86.49	N38°47'22"W	86.19
C30	878.61	364.77	S54°55'05"W	362.15

I HEREBY CERTIFY THAT ALL STREETS AND OTHER REQUIRED
IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND
ACCORDING TO N.C. DEPARTMENT OF TRANSPORTATION AND/OR TOWN OF
WEDDINGTON SPECIFICATIONS AND STANDARDS IN THE CARDINAL CREST
SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE
REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO
THE TOWN OF WEDDINGTON HAVE BEEN GIVEN AND RECEIVED.
DATE **6/16/16**
MAYOR
TOWN OF WEDDINGTON, NORTH CAROLINA

I, HUGH E. WHITE, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION
(DEED DESCRIPTION RECORDED IN BOOK **2013** PAGE **11** ETC.);
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS
DRAWN FROM INFORMATION FOUND IN BOOK **2013** PAGE **11** ETC.;
THAT THE RATIO OF PRECISION AS CALCULATED IS 1: **2000**;
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS
AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER,
AND SEAL. THIS **29** DAY OF **June**, **2016**

THIS IS TO CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF
LAND WITH IN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN
ORDINANCE THAT REGULATES PARCELS OF LAND.

HUGH E. WHITE, JR.
NORTH CAROLINA - 2646



CAROLINA SURVEYORS, INC.
P.O. BOX 247 PINEVILLE, N.C. 28134 - 0287
HUGH E. WHITE, JR., N.C.L.S. & S.L.S. 888-7601
CERTIFICATE OF REGISTRATION REG-1125 SC-888

CARDINAL CREST SUBDIVISION
(ON HEMBY ROAD, NEAR THE INTERSECTION OF AVERY COURT)
OWNER: BLUE JAY INVESTMENTS, LLC
TOTAL AREA: 22.068 ACRES
TOWN OF WEDDINGTON, UNION COUNTY, NORTH CAROLINA

FILED Jun 20, 2016 02:01 PM
UNION COUNTY, NC
PLAT SLIDE 0000N - 0201
INSTRUMENT 17594
REGISTER OF DEEDS
By: **Greg Jordan**

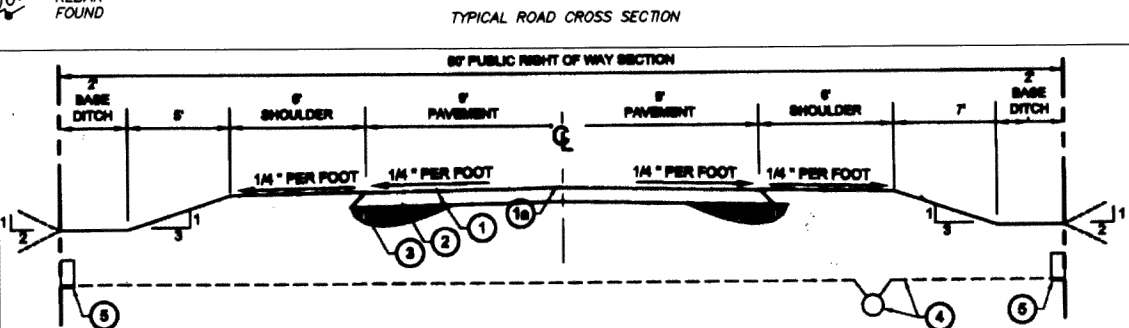
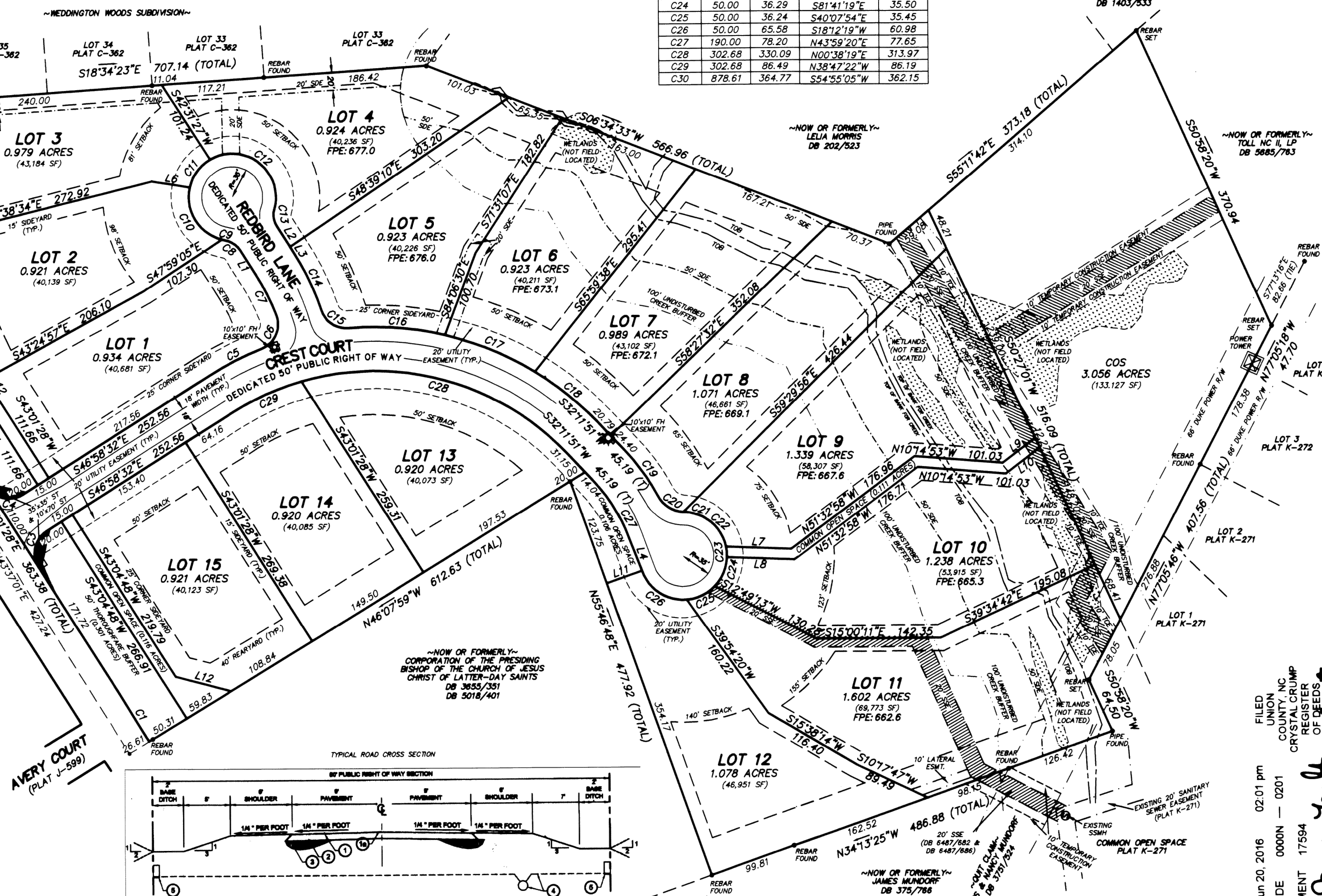
OWNER:
BLUE JAY INVESTMENTS, LLC
18 CALVARY TRAIL
MARKHAM, ONTARIO, CANADA L3R 9G9
MR. JOE YOUANNAS (704) 699-6859

ENGINEER:
DPR ASSOCIATES, INC.
420 HAWTHORNE LANE
CHARLOTTE, NC 28204
(704) 332-1204

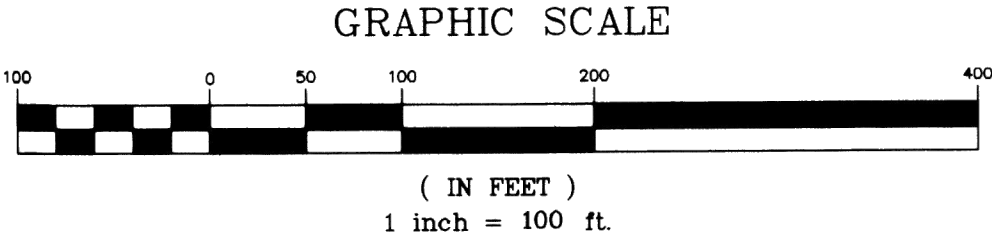
SURVEYOR:
CAROLINA SURVEYORS, INC.
P.O. BOX 267
PINEVILLE, NC 28134
(704) 889-7601

- SIP SET IRON PIN
- EIP EXISTING IRON PIN
- CP CALCULATED POINT
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- PP POWER POLE
- CB CATCH BASIN
- DI DROP INLET
- FIRE HYDRANT
- BOUNDARY LINE
- RIGHT OF WAY LINE
- ADJOINING LINE (NOT SURVEYED)

- NOTES:
- IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - PROPERTY ZONED: RCD
(SETBACKS ARE SUBJECT TO AN INTERPRETATION FROM THE ZONING BOARD)
 - TAX PARCEL NUMBERS: 06147004, 06147004A & 06147004B
 - DEED REFERENCES ARE AS SHOWN.
 - BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
 - THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710447700K, WITH A DATE OF IDENTIFICATION OF MARCH 2, 2009.
 - THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
 - AREA COMPUTED BY COORDINATED METHOD.
 - NO NCGS MONUMENT FOUND WITHIN 2000'.
 - UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
 - NOT ALL IMPROVEMENTS ARE SHOWN.
 - HEMBY ROAD IS REFERENCED AS A MINOR THOROUGHFARE PER THE 2004 M.U.M.P.O. PLAN.



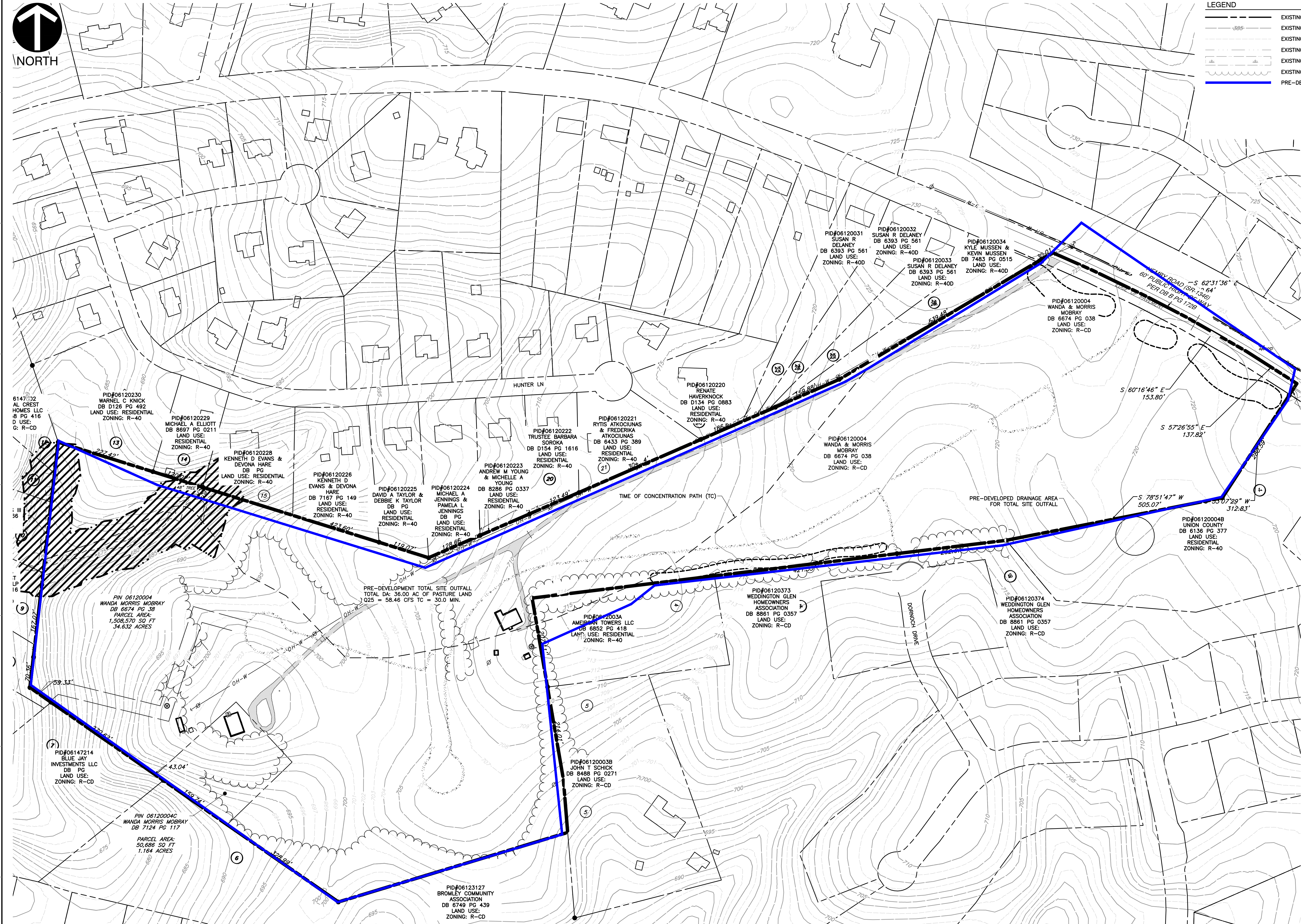
- 1. 1.5" ASPHALT CONCRETE SURFACE TOP COURSE, TYPE S 9.58 AS PER NCDOT HOT MIX ASPHALT QUALITY MANAGEMENT SYSTEM MANUAL.
 - 2. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE S 9.58 AS PER NCDOT HOT MIX ASPHALT QUALITY MANAGEMENT SYSTEM MANUAL.
 - 3. 6" COMPACTED AGGREGATE BASE COURSE (ABC) (SSM / 91)
 - 4. COMPACTED SUBGRADE
 - 5. WATERMAIN SIZE VARIES - MINIMUM 3" COVER
 - 6. 4" WATER METER INSIDE STREET R/W (TYPICAL)
- SURFACE COURSE, TYPE S 9.58 TO BE APPLIED IMMEDIATELY AFTER STONE IS PLACED. CONCRETE SURFACE TOP COURSE, TYPE S 9.58 TO BE APPLIED AT COMPLETION OF HOUSE CONSTRUCTION.
- THE ABOVE PAVEMENT SPECIFICATIONS EXCEEDED THE MINIMUM STANDARDS REQUIRED BY THE NCDOT. HOWEVER, THE ENGINEER HAS NOT PERFORMED DETAILED ANALYSIS OF SOILS IN THE AREA AND THIS DESIGN IS NOT A WARRANTY THE ENGINEER ACCEPTS NO RESPONSIBILITY FOR PAVEMENT FAILURES AND NO GUARANTEES ARE GIVEN.



CAB N File 201



LEGEND	
	EXISTING PROPERTY LINE
	EXISTING INDEX (MAJOR) CONTOUR
	EXISTING INTERMEDIATE (MINOR) CONTOUR
	EXISTING STREAM
	EXISTING WETLAND
	EXISTING TREELINE
	PRE-DEVELOPED DRAINAGE AREA BOUNDARY



REFERENCE

1. EXISTING GIS EXISTING CONDITIONS PROVIDED BY NC ONEMAP; ACCESSED NOVEMBER 28, 2023

SCALE IN FEET 1"=100'

0 100 200

DRAFT

REVISION RECORD	
NO.	DATE
1	8/8/2024
INITIAL CONDITIONAL ZONING SUBMITTAL PACKAGE	

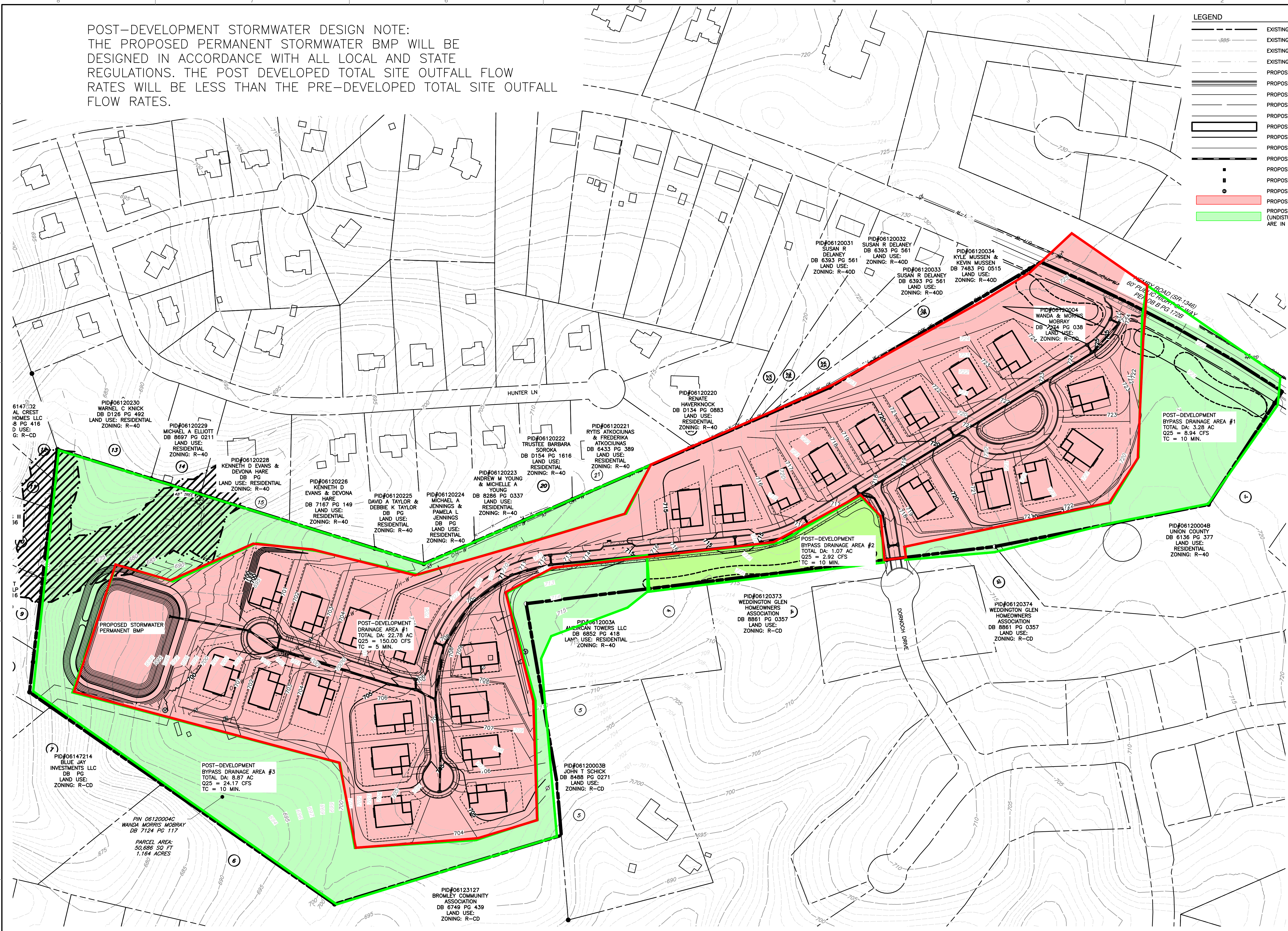
PRE-DEVELOPMENT DRAINAGE MAP	
DATE: JANUARY 20, 2025	DRAWN BY: IGC
DWG SCALE: AS SHOWN	MLG
PROJECT NO: 343-066	MEK
APPROVED BY:	

WINDSOR FARM CLASSICA HOMES, LLC WEDDINGTON, NORTH CAROLINA UNION COUNTY	
3701 Arco Corporate Drive Suite 400 Charlotte, NC 28273 Ph: 980.237.0373 www.cecinc.com	

Civil & Environmental Consultants, Inc.	

POST-DEVELOPMENT STORMWATER DESIGN NOTE:
THE PROPOSED PERMANENT STORMWATER BMP WILL BE
DESIGNED IN ACCORDANCE WITH ALL LOCAL AND STATE
REGULATIONS. THE POST DEVELOPED TOTAL SITE OUTFALL FLOW
RATES WILL BE LESS THAN THE PRE-DEVELOPED TOTAL SITE OUTFALL
FLOW RATES.

- LEGEND
- EXISTING PROPERTY LINE
 - EXISTING INDEX (MAJOR) CONTOUR
 - EXISTING INTERMEDIATE (MINOR) CONTOUR
 - EXISTING STREAM
 - PROPOSED ROADWAY CENTERLINE
 - PROPOSED CURB & GUTTER
 - PROPOSED EDGE OF PAVED DRIVE
 - PROPOSED EASEMENT
 - PROPOSED PARCEL LINE
 - PROPOSED BUILDING
 - PROPOSED INDEX (MAJOR) CONTOUR
 - PROPOSED INTERMEDIATE (MINOR) CONTOUR
 - PROPOSED STORM PIPE
 - PROPOSED YARD DRAIN/GRATE INLET
 - PROPOSED CURB INLET
 - PROPOSED STORM MANHOLE
 - PROPOSED BMP DRAINAGE AREA BOUNDARY
 - PROPOSED BMP BYPASS DRAINAGE AREA (UNDISTURBED AREAS TO REMAIN AS THEY ARE IN PRE-DEVELOPED CONDITIONS)



REFERENCE

1. EXISTING GIS EXISTING CONDITIONS PROVIDED BY NC ONEMAP; ACCESSED NOVEMBER 28, 2023



DRAFT

SCALE IN FEET 1"=100'

0 100 200

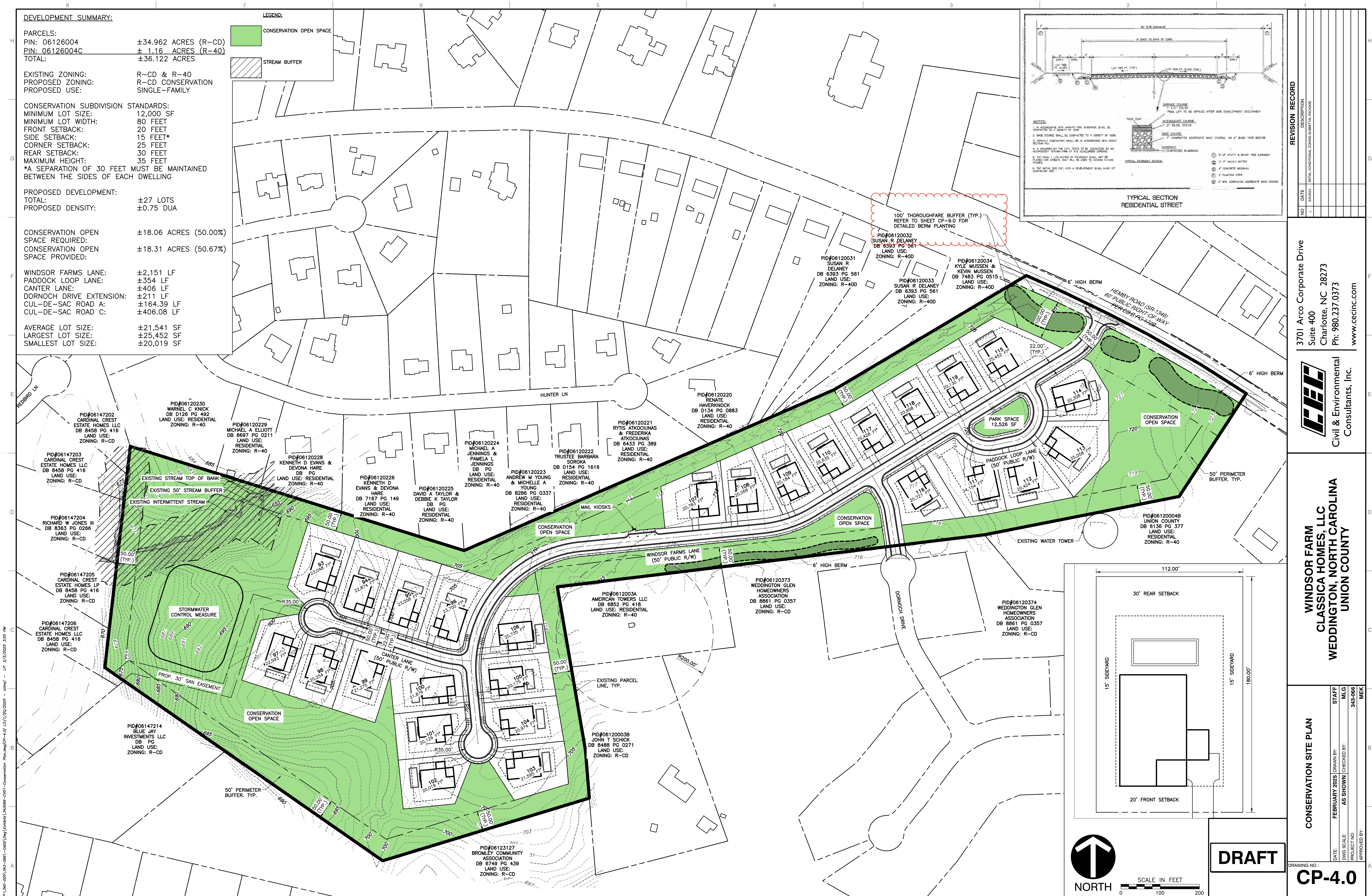
REVISION RECORD	
NO	DATE
1	8/8/2024
INITIAL CONDITIONAL ZONING SUBMITTAL PACKAGE	

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Civil & Environmental Consultants, Inc.

WINDSOR FARM
CLASSICA HOMES, LLC
WEDDINGTON, NORTH CAROLINA
UNION COUNTY

POST-DEVELOPMENT DRAINAGE MAP	
DATE:	JANUARY 20, 2025
DWG SCALE:	AS SHOWN
PROJECT NO:	343-066
APPROVED BY:	MEK
DRAWING NO:	PD-02



DEVELOPMENT SUMMARY:

PARCELS:
PIN: 06126004 ±34.962 ACRES (R-CD)
PIN: 06126004C ± 1.16 ACRES (R-40)
TOTAL: ±36.122 ACRES

EXISTING ZONING: R-CD & R-40
PROPOSED ZONING: R-CD CONSERVATION
PROPOSED USE: SINGLE-FAMILY

CONSERVATION SUBDIVISION STANDARDS:
MINIMUM LOT SIZE: 12,000 SF
MINIMUM LOT WIDTH: 80 FEET
FRONT SETBACK: 20 FEET
SIDE SETBACK: 15 FEET*
CORNER SETBACK: 25 FEET
REAR SETBACK: 30 FEET
MAXIMUM HEIGHT: 35 FEET
*A SEPARATION OF 30 FEET MUST BE MAINTAINED BETWEEN THE SIDES OF EACH DWELLING

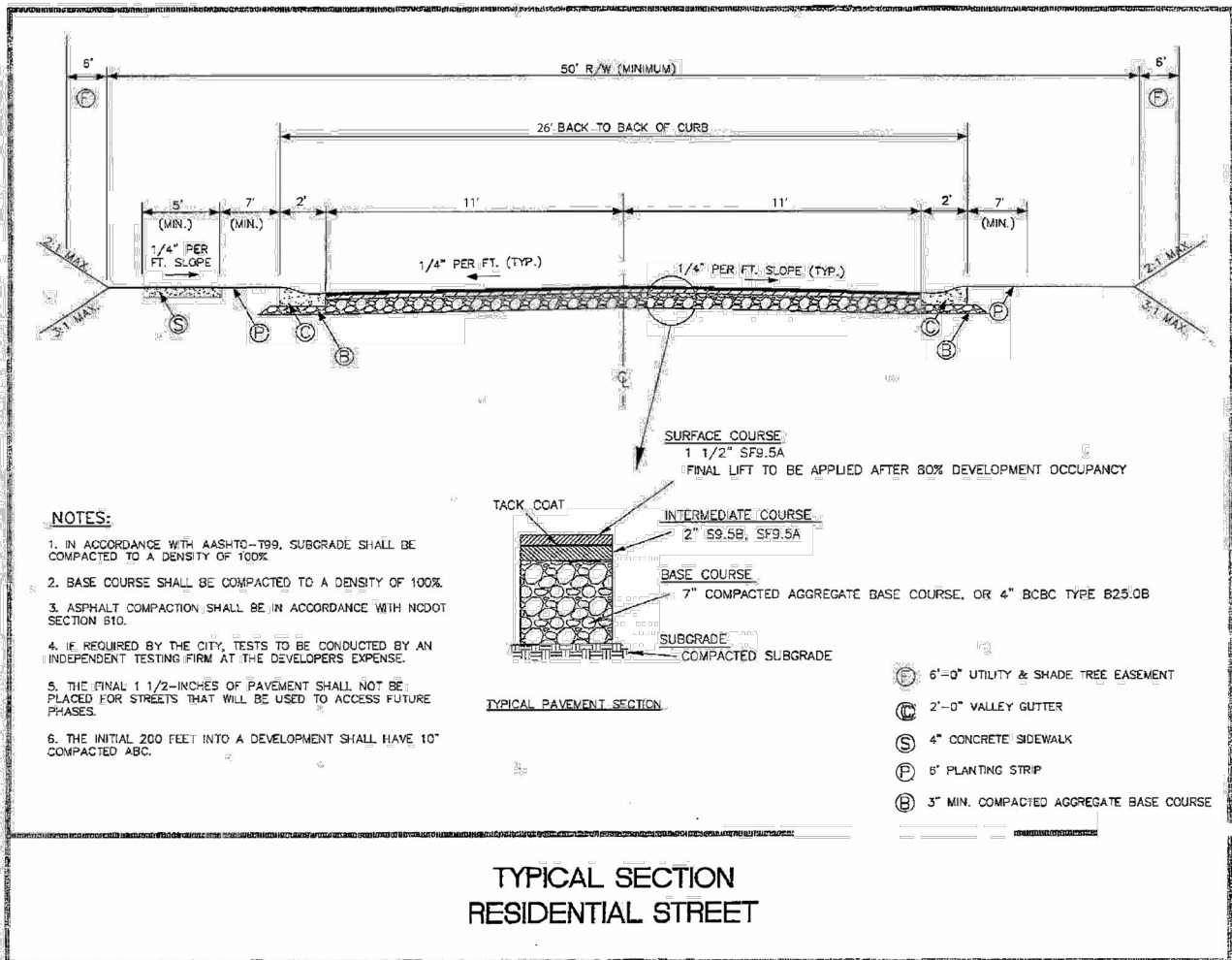
PROPOSED DEVELOPMENT:
TOTAL: ±27 LOTS
PROPOSED DENSITY: ±0.75 DUA

CONSERVATION OPEN SPACE REQUIRED: ±18.06 ACRES (50.00%)
CONSERVATION OPEN SPACE PROVIDED: ±18.31 ACRES (50.67%)

WINDSOR FARMS LANE: ±2,151 LF
PADDOCK LOOP LANE: ±354 LF
CANTER LANE: ±406 LF
DORNOCH DRIVE EXTENSION: ±211 LF
CUL-DE-SAC ROAD A: ±164.39 LF
CUL-DE-SAC ROAD C: ±406.08 LF

AVERAGE LOT SIZE: ±21,541 SF
LARGEST LOT SIZE: ±25,452 SF
SMALLEST LOT SIZE: ±20,019 SF

LEGEND:
CONSERVATION OPEN SPACE
STREAM BUFFER



REVISION RECORD	
NO	DATE
1	8/8/2024
INITIAL CONDITIONAL ZONING SUBMITTAL PACKAGE	

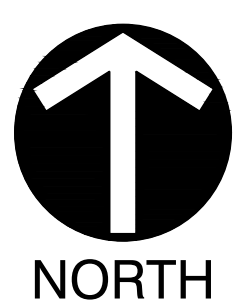
3701 Arco Corporate Drive
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Ph: 980.237.0373
www.cecinc.com

Civil & Environmental Consultants, Inc.

WINDSOR FARM
CLASSICA HOMES, LLC
WEDDINGTON, NORTH CAROLINA
UNION COUNTY

CONSERVATION SITE PLAN	
DATE: FEBRUARY 2025	DRAWN BY: STAFF
DWG SCALE: AS SHOWN	MLG
PROJECT NO: 343-066	MEK
APPROVED BY:	

DRAWING NO: CP-4.0



SCALE IN FEET
0 100 200

DRAFT



WEDDINGTON
GLEN

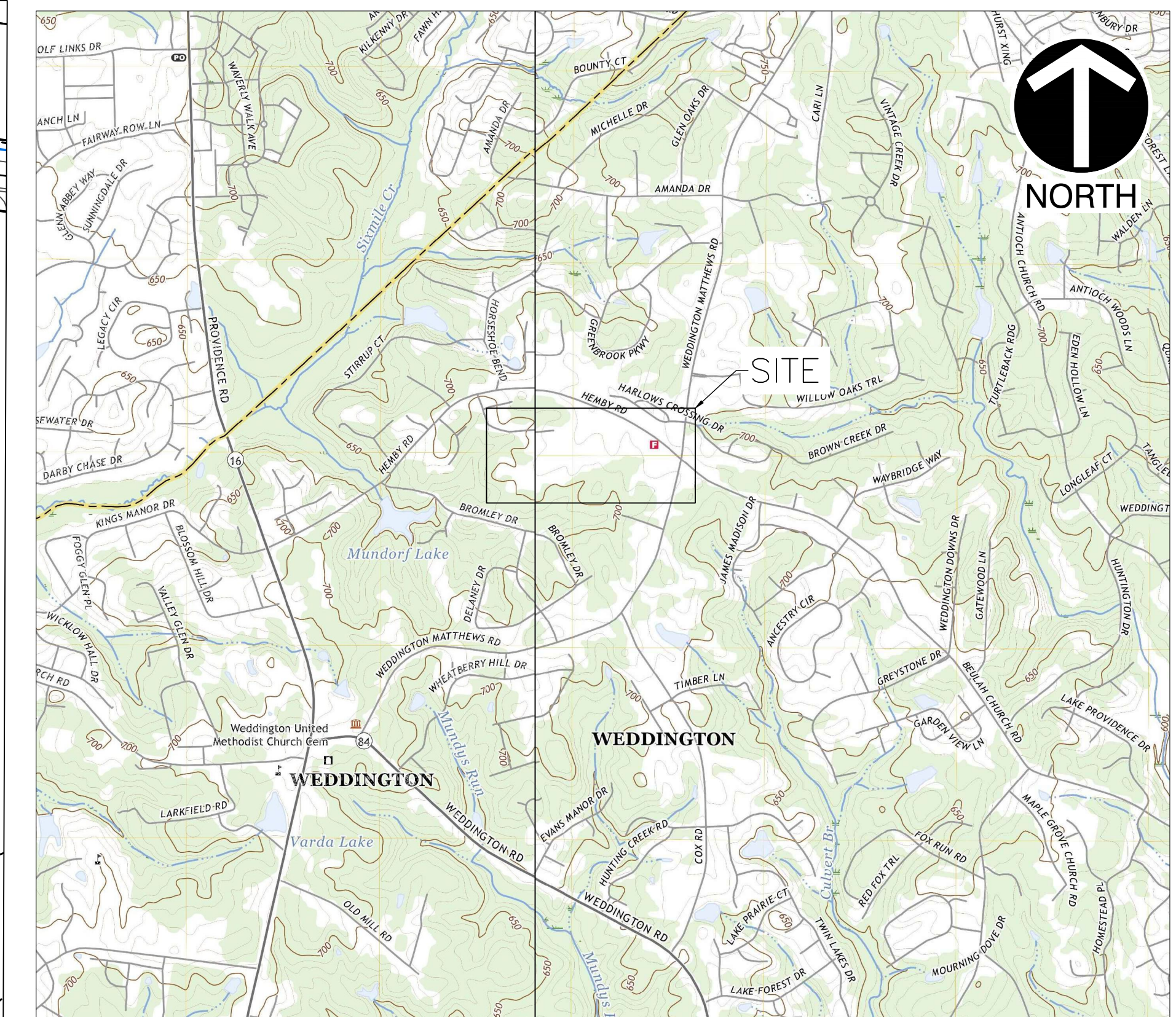
HENRY ROAD OR 1360
PUBLIC RIGHT-OF-WAY
PER 2005 ACT-100

HUNTER LN

DORRICK DR

LEWIS

WEDDINGTON DR



VICINITY MAP
U.S.G.S. 7.5 MIN. TOPOGRAPHIC MAP.
WEDDINGTON AND MATHWS DATED: 2020
SCALE IN FEET 1"=2000'
0 2000 4000

CIVIL ENGINEER

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3701 ARCO CORPORATE DRIVE, SUITE 400 CHARLOTTE, NORTH CAROLINA 28273
PH: (980) 237-0373
FX: (980) 237-0372
CONTACT: MASON GREESON, P.E.
EMAIL: MGREESON@CECINC.COM

DEVELOPER

CLASSICA HOMES, LLC
2215 ARSLEY TOWN BLVD
(704)-297-9075
CONTACT: LARRY BURTON
EMAIL: LBURTON@CLASSICAHOMES.COM

OWNER

WANDA & MOBBAY MORRIS
5207 HEMBY RD
WEDDINGTON, NC

ESTIMATED SEWER FLOWS:

SINGLE FAMILY 27 HOMES @ 280 GPD = 7,560 GPD

TOTAL ESTIMATED DEMAND = 7,560 GPD

NATURE OF WASTEWATER: DOMESTIC
FLOWS TO 12 MILE WATER RECLAMATION FACILITY
VIA UNION COUNTY WATER & SEWER

ESTIMATED WATER FLOWS:

SINGLE FAMILY 27 HOMES @ 400GPD = 10,800 GPD

IRRIGATION
HOME METERS 27 HOMES @ 200 GPD = 5,400 GPD
COMMON AREA
157,512 SF @ 1" PER WEEK/7 DAYS = 14,027 GPD

TOTAL ESTIMATED DEMAND = 30,227 GPD

FIRE FLOW - 1,000 GPM FOR 2 HOUR DURATION = 120,000 GALLONS

ESTIMATED WATER METERS:

27 - 3/4" WATER METERS
27 - 3/4" IRRIGATION METERS (LOTS)
2 - 1 1/2" IRRIGATION METERS (C.O.S.)

UTILITY QUANTITIES

PVC WATER LINE - 3,344 LF
FIRE HYDRANTS - 3 EA

SANITARY SEWER LINE - 4,058 LF
SANITARY SEWER MANHOLES - 21 EA
SANITARY SERVICES - 27 EA

CONSTRUCTION SCHEDULE:

APPROVALS: DECEMBER 2025
BEGIN CONSTRUCTION: JANUARY 2025
COMPLETED CONSTRUCTION: DECEMBER 2026

DEVELOPMENT SUMMARY:

PARCELS:
PIN: 06126004 ±34.962 ACRES (R-CD)
PIN: 06126004C ± 1.16 ACRES (R-40)
TOTAL: ±36.122 ACRES

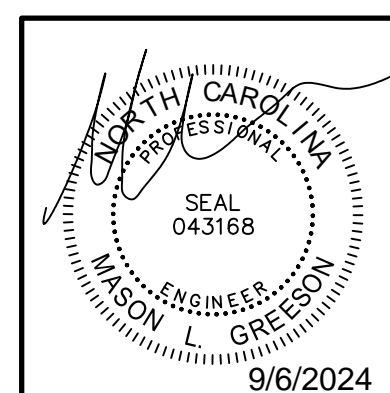
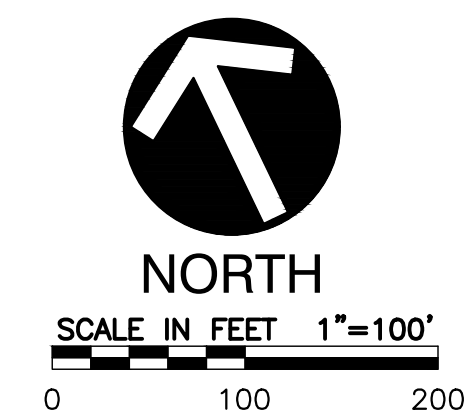
EXISTING ZONING: R-CD & R-40
PROPOSED ZONING: R-CD CONVENTIONAL
PROPOSED USE: SINGLE-FAMILY

CONSERVATION SUBDIVISION STANDARDS:
MINIMUM LOT SIZE: 40,000 SF
MINIMUM LOT WIDTH: 120 FEET
FRONT SETBACK: 50 FEET
SIDE SETBACK: 15 FEET*
CORNER SETBACK: 25 FEET
REAR SETBACK: 40 FEET
MAXIMUM HEIGHT: 35 FEET
*A SEPARATION OF 30 FEET MUST BE MAINTAINED BETWEEN THE SIDES OF EACH DWELLING

PROPOSED DEVELOPMENT:
TOTAL: 27 LOTS
PROPOSED DENSITY: 0.75 DUA

OPEN SPACE REQUIRED: 3.612 ACRES (10.00%)
OPEN SPACE PROVIDED: 3.616 ACRES (10.00%)

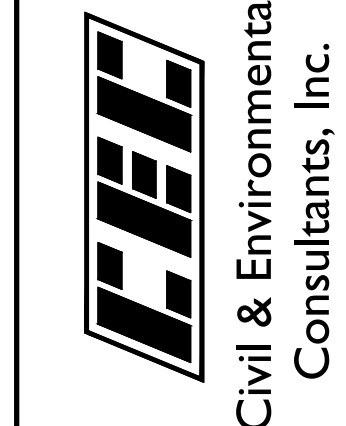
CUL-DE-SAC ROAD A: 630.29 LF
CUL-DE-SAC ROAD B: 534.69 LF



UTILITY SKETCH PLAN

DRAWING NO.:	DATE:	DWG SCALE:	PROJECT NO.:	APPROVED BY:
CV-01	AUGUST 2024	AS SHOWN	343-086	
	DRAWN BY:	CHECKED BY:	MLG	
			MLG	

HEMBY ROAD SITE
CLASSICA HOMES, LLC
5207 HEMBY RD
WEDDINGTON, NC



3701 Arco Corporate Drive
Suite 400
Charlotte, NC 28273
Ph: 980.237.0373
www.cecinc.com

REVISION RECORD

NO.	DATE	DESCRIPTION



Union County Government
500 N. Main Street
Suite 47
Monroe, NC 28112
704-283-3816

January 23, 2025

Robert Teft
Town of Weddington
Weddington, NC 28104

Project Number	20242008
Location	
Stage	Sketch Plan
Parcel(s)	
Status	Conditional

Dear: Robert Teft

**** NOTICE ****

Please send any correspondence to ucinspections@unioncountync.gov or the individual plan reviewer. Replying to the clerk who sent this email will not get a response.

We have completed our review of the plan identified above. The plan was approved per attached comments, if any that must be addressed. This letter is not to be construed as a zoning compliance, grading, or building permit, certificate of occupancy, or a substitute for any permit or certificate required by any state or federal government entity.

***** IF APPLICABLE ***** For approved commercial site plans, once the owner/developer has received NPDES approval (if applicable) for the project (this is issued by NCDEQ and can take up to 14 days from the date the project is approved by Union County), you may contact the Environmental Compliance Office (Environmental Health) at (704) 283-3553 to schedule the pre-construction meeting. This meeting will occur on-site with county staff members, the financially responsible person, site engineer, and the contractor (who must be licensed in North Carolina through the NC Labor Licensing Board). Your preliminary grading permit and zoning compliance will be issued at the pre-construction meeting. Once this meeting has occurred, building permits can be applied for.

Plan Review Comments

Fire Marshal - Jon Williams -
jon.williams@unioncountync.gov

Approved

Review Comments:

Public Works - Angela Parker -
Angela.Parker@unioncountync.gov

Conditional

Review Comments:

1. The sketch plan for Mobray Subdivision dated 12/20/2024 appears approvable. Please review the attached Conditional Sketch Plan Letter. Per Union County Ordinance obligations set forth by the Conditional Sketch Plan Letter shall be met.

To proceed into Site plan review submit the following items.

1. Site Plan
2. Single hardcopy of the approved sketch plan.

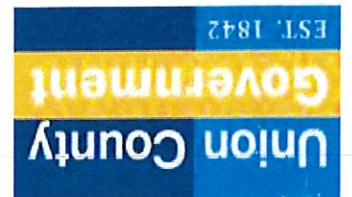
Environmental Health Land Use - Ramona Dunphy -
ramonadunphy@unioncountync.gov

Conditional

Review Comments:

This land-use review is not to be considered as permitting approval for any on-site wastewater disposal system or well.

Applications for well and septic system abandonment (see attached) will need to be completely filled out and submitted to Environmental Health prior to abandonment. Well abandonment will require a permit to be issued by UCEH for the well (s) and an on-site inspection will be required during abandonment. UCEH to be informed once the septic system (s) have been abandoned and an inspection will be made by our office to verify abandoned properly.



Environmental Health
500 N. Main Street, Suite #47
Monroe, NC 28112
T. 704.283.3553
unioncountyeh@unioncountync.gov
www.unioncountync.gov

On-Site Wastewater Disposal System Abandonment Application

Applicant Information:	
Applicant Name: _____	Property Owner: _____
Mailing Address: _____	Address: _____
Phone: (h) _____, (w) _____	Phone: (h) _____, (w) _____
Email: _____	Email: _____
Property Information:	
Street/Road Name: _____	Date originally deeded & recorded: _____
Subdivision Name: _____	Section/Phase: _____ Lot #: _____
Directions: _____	
Water Supply:	
<input type="checkbox"/> New Well <input type="checkbox"/> Existing Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Community Well <input type="checkbox"/> Public Water <input type="checkbox"/> Spring	
Development Information:	
<input type="checkbox"/> Single Family Residence	<input type="checkbox"/> Accessory Structure (barn, workshop, etc.)
<input type="checkbox"/> Business or Commercial Type of Structure	<input type="checkbox"/> Other _____
Indicate components of system to be abandoned:	
Entire system: <input type="checkbox"/> Tank(s) only: <input type="checkbox"/> Drain field only: <input type="checkbox"/> Electrical Components: <input type="checkbox"/> Other: <input type="checkbox"/> _____	
Reason for abandonment:	
Connection to public sewer: <input type="checkbox"/> Structure(s) demolished: <input type="checkbox"/> Property Development: <input type="checkbox"/> Other: <input type="checkbox"/> _____	
Terms & Conditions: *There is NO FEE for this service*	
IF THE INFORMATION IN THIS APPLICATION FOR ON-SITE WASTEWATER DISPOSAL SYSTEM ABANDONMENT IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE AUTHORIZATION TO ABANDON SHALL BECOME INVALID.	
I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed.	
Property owner or Legal Representative signature (required) _____	
Date _____	

Property owner or Legal Representative Signature is required, please sign page one of application.

Important: This application must be accompanied by a site plan of the property that includes: existing structures, property lines, on-site wastewater disposal system components, well(s) and any underground utilities (i.e.: power, water gas).

On-site Wastewater System Abandonment Procedure

To abandon a wastewater system location, follow these steps:

- Disconnect power at the source to all electrical controls and remove all controls and panels connected to the on-site wastewater disposal system.
- Pump the liquid, sludge, and scum from all tanks connected to the on-site wastewater disposal system. This must be done by a certified wastewater hauler.
- Remove or abandon the tank(s). ***Disinfect with chlorine or lime prior to removing, filling or crushing the tank(s).**

Three ways to abandon the tanks in place are listed below:

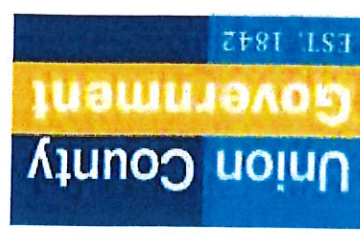
1. Cap-off both the inlet and outlet access openings and fill the tank(s) with concrete. **or;**
2. Cap off both the inlet and outlet access openings and fill the tank(s) with sand or pea gravel **or;**
3. Crush the tank(s) in place. Break up bottom of tank(s) so water does not pond on top. Fill in area with clay, sand or pea gravel.

- Backfill the tanks(s) excavation with clean clay material to natural grade. Pack material to ensure settling is complete and then establish a vegetative cover.
- Remove all other parts of on-site wastewater disposal system ground (such as: distribution box/manifold, valves, valve boxes and risers) and backfill the area to a natural grade and establish a vegetative cover.
- Coat all surface areas exposed to effluent with hydrated lime and establish a vegetative cover.

CONTACT ENVIRONMENTAL HEALTH TO SCHEDULE VERIFICATION AFTER ABANDONMENT IS COMPLETE:

unioncountyeh@unioncountync.gov or 704-283-3553

*It is recommended that the wastewater disposal area not be used for gardening or construction for at least 18 months after abandonment.



Environmental Health
500 N. Main Street
Suite #47
Monroe, NC 28112
T. 704.283.3553
unioncountyeh@unioncountync.gov
www.unioncountync.gov

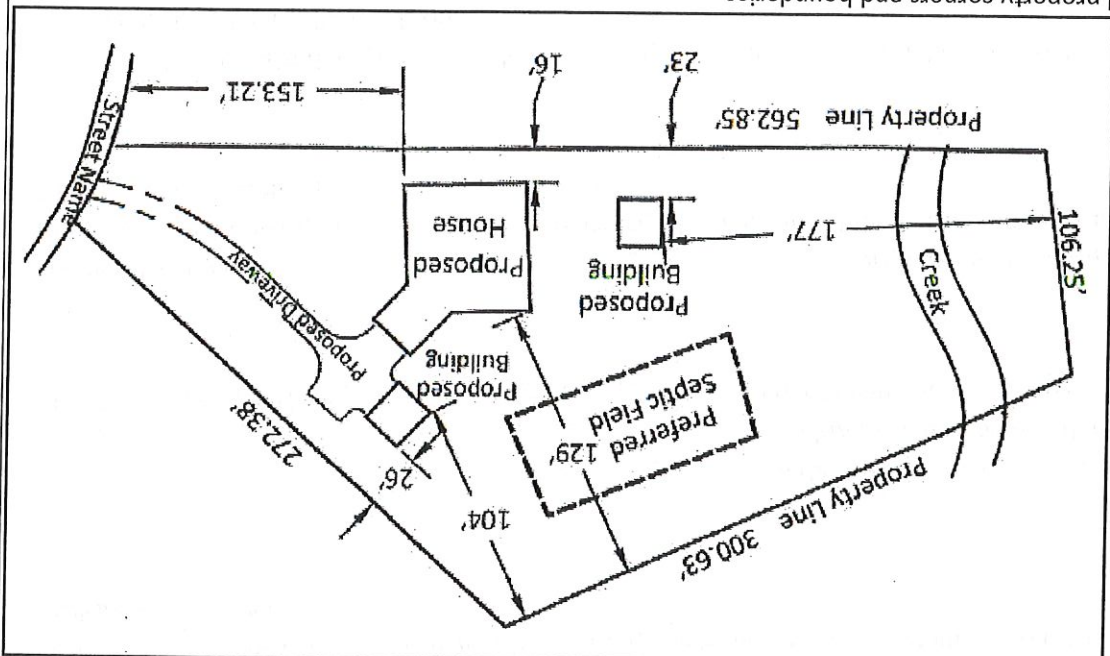
Applicant Instructions for Well Permit Approval Process

In order to make the best use of your time and to assist the staff in completing applications quickly we ask that the items provided below be completed prior to visit. By completing these items it reduces the time on site and the need for return visits. We appreciate your cooperation.

**** Please be advised that a revisit fee of \$50.00 may be assessed if site visit is made and items are not completed.**

1. ☐ I have completed the "Application for Well Permit"
2. ☐ I have provided a survey plat or site plan of the property (with dimensions). This plat or site plan **MUST** include property lines with dimensions, the location of the proposed residence, addition/expansion to existing or commercial facility, any appurtenances (for example: detached garage, driveway, storage building(s), barn, swimming pool, pond or special landscaping features), preferred site for wastewater disposal system and any burial sites, underground storage tanks, existing water supplies, water lines and surface waters.

Example Site Plan
Minimum Site Plan Size
8 1/2 by 11 inches



3. ☐ I have marked all property corners and boundaries.
 4. ☐ I have located all wells, springs, and surface waters on the property or within 50 feet of the property. I have staked all proposed structures in their exact location on the site, including driveway.
 5. ☐ I have cleared undergrowth on the property to the point that there is visibility for at least 50 feet from any one location.
 6. ☐ I understand that no grading shall be performed before issuance of permit.
 7. ☐ I understand that if above items are not completed, and a site visit is made, **I may be assessed a re-visit fee and delays will occur.**
- I agree to complete the requirements listed above and have the property prepared for a soil/site evaluation, prior to the evaluation being conducted.

Signature _____ Date _____

Application Fees: Well Permit: \$480.00 Additional Site Visit: \$50.00

Well Repair/Down Hole Camera Assessment \$100



Signature of Authorized Agent _____

Date _____

Signature of Owner _____

Date _____

By signing the authorization, you acknowledge that any falsification of information will void all permits and/or documents associated with this form.

I do hereby authorize _____ (print agent and company name, if applicable), to act as an agent on my behalf in applying for/signing/obtaining any of the documents associated with Union County Environmental Health services.

I, _____, am the legal owner of the property located at _____ (address, subdivision and lot #). The tax parcel identification number(s) is _____, located in Union County, North Carolina.

Any application/document/permit requiring a signature must be signed by the property owner or their authorized agent. This form shall be provided by the owner to allow specified individuals to act as agent for the owner. This form also allows the specified individuals to sign or receive any application/document/permit on behalf of the owner and allows the authorized agent to make decisions on behalf of the owner pertaining to modifications of permits in the field. It is the responsibility of the owner to assure that any and all permit conditions stated on permits issued by this Division are followed.

Authorization to Act as Agent for Owner

Environmental Health
500 N. Main Street
Suite #47

Monroe, NC 28112

T. 704.283.3553

unioncountyeh@unioncountync.gov
www.unioncountync.gov





Environmental Health
500 N. Main Street
Suite #47
Monroe, NC 28112
T. 704.283.3553
unioncountyeh@unioncountync.gov
www.unioncountync.gov

Application Type:

- ☐ New Drinking Water Well
☐ Irrigation Well
☐ Well Abandonment
☐ Well Repair/down-hole camera assessment (includes bacteriological sample)

Property Information:

Tax Parcel #: _____ Lot Size: _____ Street/Road Name: _____ Section/Phase: _____ Lot #: _____
Subdivision Name: _____
Directions: _____
Date originally deeded & recorded: _____

Development Information:

☐ Residential ☐ Farm ☐ Shared* Well (Number of connections _____) ☐ Commercial ☐ Other
Is public water supply accessible to the property? ☐ Yes ☐ No ***Easement may be required.**

Well-Use Specifications:

Maximum number of Occupants: _____
Waste Disposal Type: Public Sewer ☐ Yes ☐ No Septic System ☐ Yes ☐ No
If Septic System, Construction Authorization Permit #: _____
Location of existing/proposed septic system or municipal sewer line: _____
1. Are there any current or pending restrictions regarding groundwater use as specified in N.C.G.S. 87-88(a) for this property? ☐ Yes ☐ No
2. Is the design capacity of the well or well system 100,000 gallons or greater per day? ☐ Yes ☐ No
3. Have any variances been issued for this property regarding well construction or location? ☐ Yes ☐ No
4. Are there any existing septic systems (surface or subsurface) located on this property? ☐ Yes ☐ No
5. Are there easements or rights of way on this property? ☐ Yes ☐ No
6. Are there existing wells, springs or water lines on this property? ☐ Yes ☐ No
7. Are there any surface water bodies or designated wetlands on this property? ☐ Yes ☐ No
8. Are there any above ground or below ground chemical or petroleum storage tanks on this property? ☐ Yes ☐ No
9. Are there any known landfills within 500 feet or waste storage sites within 100 feet of this property? ☐ Yes ☐ No
10. Is there any known underground contamination on this property or adjacent properties? ☐ Yes ☐ No
11. Are there any areas (on or adjacent to this property) that are used for industrial or municipal sludge spreading or as wastewater-irrigation sites? ☐ Yes ☐ No

Terms & Conditions:

Important: Site Plan Required: This application must be accompanied by a surveyed plat or site plan of the property, which includes: property boundaries and dimensions, all easements, (including utility easements), all structures or proposed structures, (including but not limited to: a residence, decks, porches, pools, driveways, and outbuildings). The structures to two property lines by measurements. The site plan shall also include other known or proposed potential sources of ground water contamination such as: existing or proposed wastewater systems, existing or proposed wells, springs, any surface waters or designated wetlands, chemical or petroleum storage tanks above or below ground, known underground contamination, known chemical or petroleum spills, and any other characteristics or activities on the property or adjacent properties that could impact groundwater quality or suitability of the site for well construction.

IF THE INFORMATION IN THE APPLICATION FOR A WELL PERMIT IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THE WELL PERMIT TO CONSTRUCT SHALL BECOME INVALID. A well permit is valid for 5 years (60 months).

The applicant is responsible for identifying the property by marking the property lines and corners. The applicant is responsible for making the site accessible.
By signing this application, the applicant signifies that they understand the terms and conditions and that permission is granted for Union County Environmental Health representatives to perform required site evaluations.

Property owner or Legal Representative signature (required)

Date

****Disclaimer****

Issuance of this well permit does not guarantee water quality or adequate water production from the well once it has been installed or repaired.



January 21, 2025

Town of Weddington
Attn: Robert Tefft, CNU-A
Town Planner
1924 Weddington Rd
Weddington, NC 28104
Email: rtefft@townofweddington.com

Classica Homes, LLC
Attn.: Larry Burton
2215 Arsley Town Blvd
Charlotte, NC 28273
Email: lburton@classicahomes.com

RE: **Conditional Sketch Plan Comment Letter* for the Development: Mobray Subdivision**
(Dated 12/20/2024)

Dear Robert Teft and Larry Burton,

The sketch plan submitted for the referenced Development has been reviewed by Union County Water (UCW) to determine proximity to Union County water and sewer infrastructure. Such proximity and additional comments by UCW to be incorporated into the Water and Sewer Plans are outlined in Exhibit A. Potential off-site and/or oversize improvements that may be required for the Project to conform to the UCW Master Water and Sewer Plan, if any, are outlined in Exhibit B. Both exhibits are attached and incorporated herein by reference.

Presently water and sewer capacity exists in our treatment plants to meet the projected water and sewer demands of the Development. However, this statement applies only to our ability to serve the Development today. **This letter expressly is not a commitment by Union County Water (UCW) or reservation of water and/or sewer treatment capacity for the Development.** Water and Sewer capacity will be allocated for a Development Phase only upon mutual execution of UCW's Standard Water and Sewer Services Extension Agreement. See sample enclosed. You are directed to Union County's Water and Sewer Extension Ordinance for a description of the review and approval process.

Following your receipt of this Conditional Sketch Plan Comment Letter, you must submit within 180 days either a revised sketch plan, if required by UCW, or your Water and Sewer Plans, accompanied by payment of all applicable costs and fees. If you fail to submit the required documentation and costs/fees within 180 days, the Project will be considered inactive for purposes of the Water and Sewer Extension Ordinance. Should you desire to proceed with the Project after it is determined inactive, you will be required to submit a new sketch plan. The approval of this sketch plan meets the requirements of the Ordinance. Detailed information will be reviewed upon submittal of the design engineering plan.

Union County Water
500 N. Main Street
Monroe, NC 28112
T 704.296.4210

unioncountync.gov/water



Sincerely,

A handwritten signature in blue ink that reads "Crystal Outlaw Panico".

Crystal Outlaw Panico, PE
New Development Program Manager

Cc: Mason Greeson, P.E.

(jmgreeson@cecinc.com)

* Capitalized terms in this letter have the meanings set forth in the Union County Water and Sewer Extension Ordinance, unless otherwise clearly required by the context.

COP/AMP



EXHIBIT A

Requested Service

Plan Date	12/20/2024
Requested Water	30,227 GPD
Requested Sewer	5,130 GPD

Proximity to Existing Water and Sewer Infrastructure & Additional Comments

Union County has an 8" waterline on the frontage road Hemby Road.

Union County has 8" sewer in the adjacent Bromley neighborhood. There is an existing 20' easement to the project parcel, and an approximate 660 LF sewer extension will be required. The sewer in this area is treated at McAlpine WWTP through Union County's Water and Sewer Agreement with Charlotte Water, a Flow Request for this development will be requested at time of permitting.

All sewer lines should be designed to be a maximum of 14 feet deep unless preapproved by UCW and meet the minimum cover and separation requirements. Union County specs require 3 feet of cover over the sewer lateral. Building laterals must meet slope requirements as outlined in the Plumbing Code.

No other utilities (including storm drains and structures), permanent structures, signs, fences or walls shall be located inside dedicated utility easements other than the utility the easement encompasses.

Recent Ordinance revisions require CCTV inspection of sewer main lines and manholes in addition the service laterals at the Developer's expense in accordance with Union County Water specifications.

The latest set of Grading, Stormwater, Erosion Control, and any other portion of Civil Plans deemed necessary by Union County Water shall be to be submitted at the same time as Water and Sewer Utility Plans. Union County Water reserves the right to withhold plan approval until after all other reviewing agencies issue an approval.

Any phasing of the project for activation or plat recordation purposes shall be submitted with the first submittal. Water lines shall include jumper connections and blow offs and manholes shall terminate at next upstream manholes in accordance with Ordinance Sec. 34-415. - Partial acceptance.

Union County Water reserves the right to require a competent structural engineer to provide certification, prior to plan approval, that retaining wall(s) will not impact the ability to maintain public water and/or sewer.

Water calculations for fire flow calculated at peak demand (required fire flow plus the development design flows) will be required at first submittal. If fire flow cannot be met, offsite improvements may be required at the developer's expense.



EXHIBIT B

Potential Off-Site and Oversize Improvements

- ☒ Off-site improvements are required. If checked, see detail below.
- ☐ Off-site improvements are not required.

- ☐ Oversize improvements are required. If checked, see detail below.
- ☒ Oversize improvements are not required.

Union County has an 8" waterline on the frontage road Hemby Road.

Union County has 8" sewer in the adjacent Bromley neighborhood. There is an existing 20' easement to the project parcel, and an approximate 660 LF sewer extension will be required. The sewer in this area is treated at McAlpine WWTP through Union County's Water and Sewer Agreement with Charlotte Water, a Flow Request for this development will be requested at time of permitting.

The expense to design and construct the required water and sewer systems will be at the project's expense.

Any offsite easements needed for the sewer main extension requiring the County's assistance must be obtained following the County's Easement Acquisition Policy and Procedures.

Water calculations for fire flow calculated at peak demand (required fire flow plus the development design flows) will be required at first submittal. If fire flow cannot be met, offsite improvements may be required at the developer's expense.

October 9, 2024

Hemby Road
On-Site Meeting Report
5207 Hemby Road
CEC Job: 343-066

A summary of topics discussed at the On-Site Meeting for Hemby Road on October 9, 2024, can be found below.

- Concerns were raised over stormwater flowing off-site by a neighbor who lives at end of the gravel road. CEC explained the BMP will collect stormwater and release the water off-site at a lower rate than the current rate. The drainage will flow down the street to the BMP.
- A neighbor who lives closer to the Beechwood neighborhood also expressed concern about stormwater drainage from that neighborhood. She said the silt fence is down. CEC stated that they would need to discuss any off-site stormwater concerns with the Town of Weddington or Beechwood Homes. Greg Gordos inspected the stormwater runoff concern following the meeting.
- CEC explained that because the proposed development is located on an existing farm, rather than a wooded area, that the proposed development will not significantly increase runoff in contrast to the existing condition.
- A neighbor asked where our entrance would be located and was pleased with the proposed location.
- A neighbor asked if the tree line will remain post-development. CEC demonstrated that much of the tree line will remain and indicated the location on the site plan.
- A neighbor asked when construction would commence. Classica and CEC informed the neighbor that obtaining all permits would take about a year.
- A neighbor stated that residents in the Beechwood neighborhood are concerned about the road connection into their neighborhood. Classica stated that they do not have any control over the requirement to make the connection to Dornoch Drive since a stub street connection is provided to the property line. This connection is a requirement of the Town of Weddington fire marshal, and utility providers.

Mark Kime – CEC Surveying and Landscape Architects of NC, PLLC
Project 343-066
Page 2
October 9, 2024

Upon completion of the on-site meeting it was concluded by the Town of Weddington and Classica Homes that a design charette was not warranted due to the size of the development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Kime', with a stylized flourish at the end.

CEC SURVEYING AND LANDSCAPE ARCHITECTS OF NC, PLLC
Mark Kime, PLA
Senior Project Manager



**RESOLUTION TO REINTRODUCE LEGISLATION TO THE 119TH CONGRESS
FOR UNIQUE ZIP CODE FOR WEDDINGTON, NORTH CAROLINA
R-2025-03**

WHEREAS, the Town of Weddington currently uses two different ZIP codes and city references for two additional neighboring towns, not its own;

WHEREAS, the stated address on formal identification such as a N.C. Driver's License, is often not the same as the city, town, or village where residents pay their taxes nor is the address representative of the municipality in which they live; and

WHEREAS, Shared ZIP codes cause confusion, hindering community identity and more importantly, impacting election voting as residents look up the precinct where they think they live and are redirected to another city/village; and

WHEREAS, During the 118th Congress, the U.S. House of Representatives passed H.R. 8753 directing the U.S. Postal Service to designate a single unique ZIP Code for each of certain communities and for other purposes; and

WHEREAS, H.R. 8753 passed House approval and was scheduled to go to the Senate for action, however the Congressional Session ended before Senate consideration;

NOW THEREFORE, I, Jim Bell, as Mayor of the Town of Weddington and on behalf of the Weddington Town Council, respectfully and urgently request that the North Carolina Congressional Delegation reintroduce legislation for unique ZIP codes to include Weddington, NC with the end result of Weddington having its own ZIP code.

Adopted on this 10th day of March 2025.

Jim Bell, Mayor

Attest:

Karen Dewey, Town Administrator/Clerk

2025

2024

Assets

10-1120-000	SOUTH STATE CHECKING ACCOUNT	736,175.43	725,906.57
10-1120-001	TRINITY MONEY MARKET	0.00	0.00
10-1120-002	CITIZENS SOUTH CD'S	0.00	0.00
10-1130-000	BB&T/TRUIST CHECKING	747,609.39	1,243,910.88
10-1130-001	BB&T/TRUIST MONEY MARKET	2,314,933.34	789,468.25
10-1140-000	NC CLASS INVESTMENT ACCOUNT	256,731.58	0.00
10-1170-000	NC CASH MGMT TRUST	5,059,950.71	4,707,027.01
10-1205-000	A/R OTHER	0.00	0.00
10-1210-000	A/R SOLID WASTE FEES	54,974.45	68,127.53
10-1210-001	A/R SOLID WASTE FEES PRIOR YR	0.00	0.00
10-1210-002	A/R SOLID WASTE FEES NEXT 8 PY	51,874.31	0.00
10-1211-001	A/R PROPERTY TAX	35,984.12	24,089.41
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	13,595.13	5,915.39
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	6,469.35	3,273.69
10-1213-000	A/R PROPERTY TAX INTEREST RECEIVABL	2,341.90	2,057.67
10-1214-000	PREPAID ASSETS	0.00	34,775.22
10-1215-000	A/R INTERGOVT-LOCAL OPTION SALES TX	0.00	114,629.82
10-1216-000	A/R INTERGOVT - MOTOR VEHICLE TAXES	0.00	12,470.43
10-1217-000	A/R INTERGOVT	0.00	112,103.30
10-1232-000	SALES TAX RECEIVABLE	670.89	670.89
10-1240-000	INVESTMENT INCOME RECEIVABLE	0.00	0.00
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,513,697.44	2,513,697.44
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	9,651.96	9,651.96
10-1610-003	FIXED ASSETS - EQUIPMENT	17,747.14	17,747.14
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.00	26,851.00
10-1610-005	FIXED ASSETS - COMPUTERS	9,539.00	9,539.00
10-1610-006	FIXED ASSETS - COMPUTER SOFTWARE	182,994.00	182,994.00
	Total Assets	<u>12,041,791.14</u>	<u>10,604,906.60</u>

Liabilities & Fund Balance

10-2110-000	ACCOUNTS PAYABLE	0.00	0.00
10-2115-000	ACCOUNTS PAYABLE ACCRUAL	387.00	38,473.39
10-2116-000	CUSTOMER REFUNDS	8,808.90	7,959.89
10-2120-000	BOND DEPOSIT PAYABLE	47,896.25	47,896.25
10-2151-000	FICA TAXES PAYABLE	119.20-	0.00
10-2152-000	FEDERAL TAXES PAYABLE	1,205.17	0.00
10-2153-000	STATE W/H TAXES PAYABLE	215.00	305.00-
10-2154-001	NC RETIREMENT PAYABLE	4,270.86	0.00
10-2155-000	HEALTH INSURANCE PAYABLE	4,888.00	0.00
10-2156-000	LIFE INSURANCE PAYABLE	64.32	0.00
10-2157-000	401K PAYABLE	540.06	0.00
10-2200-000	ENCUMBRANCES	0.00	0.00
10-2210-000	RESERVE FOR ENCUMBRANCES	0.00	0.00
10-2605-000	DEFERRED REVENUES- TAX INTEREST	1,554.85	2,057.67
10-2610-000	DEFERRED REVENUE SOLID WASTE FEES	54,974.45	68,127.53
10-2610-001	DEFERRED REVENUE SOLID WASTE PY	0.00	0.00
10-2610-002	DEFERRED REVENUE SOLID WASTE N8 PY	51,874.31	0.00
10-2620-000	DEFERRED REVENUE - DELQ TAXES	13,595.13	5,915.39
10-2625-000	DEFERRED REVENUE - CURR YR TAX	35,984.12	24,089.41
10-2630-000	DEFERRED REVENUE-NEXT 8	7,256.40	3,273.69
10-2635-000	DEFERRED REVENUE - PREPAID TAXES	0.00	609.44
	Total Liabilities	<u>233,395.62</u>	<u>198,097.66</u>

		2025	2024
10-2640-001	FUND BALANCE - UNASSIGNED	3,997,645.88	3,997,645.88
10-2640-002	FUND BALANCE - RESERVE WATER/SEWER	0.00	0.00
10-2640-003	FUND BALANCE-ASSIGNED	820,000.00	820,000.00
10-2640-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,760,480.54	2,760,480.54
10-2640-005	CURRENT YEAR EQUITY YTD	0.00	0.00
	Total	<u>7,578,126.42</u>	<u>7,578,126.42</u>
	Revenue	16,781.99	5,237,544.61
	Less Expenses	<u>1,384,804.59-</u>	<u>3,953,385.47</u>
	Net	<u>1,401,586.58</u>	<u>1,284,159.14</u>
	Total Fund Balance	<u>8,979,713.00</u>	<u>8,862,285.56</u>
	Total Liabilities & Fund Balance	<u>9,213,108.62</u>	<u>9,060,383.22</u>

WEDDINGTON
Statement of Revenue and Expenditures - Standard

03/05/2025
10:21 AM

Revenue Account Range: First to zz-zzzz-zzz

Include Non-Anticipated: Yes

Year To Date As Of: 02/28/25

Expend Account Range: First to zz-zzzz-zzz

Include Non-Budget: No

Current Period: 02/01/25 to 02/28/25

Print Zero YTD Activity: No

Prior Year: 02/01/24 to 02/29/24

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
10-3101-110	AD VALOREM TAX - CURRENT	11,769.44	775,000.00	4,730.95	779,026.94	4,026.94	101
10-3102-110	AD VALOREM TAX - 1ST PRIOR YR	517.69	10,000.00	2,226.91	10,359.24	359.24	104
10-3103-110	AD VALOREM TAX - NEXT 8 YRS PRIOR	0.00	200.00	4.54	929.66	729.66	465
10-3110-121	AD VALOREM TAX - MOTOR VEH CURRENT	12,105.20	72,500.00	0.00	55,927.83	16,572.17-	77
10-3115-180	TAX INTEREST	1,351.52	1,750.00	875.89	2,833.89	1,083.89	162
10-3120-000	SOLID WASTE FEE REVENUES	10,603.35	1,175,000.00	10,273.83	1,178,765.81	3,765.81	100
10-3231-220	LOCAL OPTION SALES TAX REV - ART 39	59,603.25	370,500.00	0.00	288,415.70	82,084.30-	78
10-3322-220	BEER & WINE TAX	0.00	45,000.00	0.00	0.00	45,000.00-	0
10-3324-220	UTILITY FRANCHISE TAX	0.00	445,000.00	0.00	135,964.40	309,035.60-	31
10-3329-220	ARPA FEDERAL FUNDS	0.00	0.00	0.00	195,969.19	195,969.19	0
10-3333-220	SOLID WASTE DISP TAX	0.00	0.00	0.00	2,856.80	2,856.80	0
10-3340-400	ZONING & PERMIT FEES	3,767.50	12,500.00	4,177.50	18,617.50	6,117.50	149
10-3350-400	SUBDIVISION FEES	25.00	7,500.00	825.00	7,935.03	435.03	106
10-3360-400	STORMWATER EROSION CONTROL FEES	10,800.00	5,000.00	4,770.00	5,078.75	78.75	102
10-3830-891	MISCELLANEOUS REVENUES	50.00	28,000.00	1,336.01	242,745.27	214,745.27	867
10-3831-491	INVESTMENT INCOME	18,529.47	150,000.00	22,378.23	189,305.98	39,305.98	126
General Fund Revenue Totals		129,122.42	3,097,950.00	51,598.86	3,114,731.99	16,781.99	100

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
10-4110-000	GENERAL GOVERNMENT	0.00	0.00	0.00	0.00	0.00	0
10-4110-110	SOLID WASTE	0.00	0.00	0.00	0.00	0.00	0
10-4110-115	SOLID WASTE	84,572.48	1,042,650.00	84,334.48	674,675.84	367,974.16	65
10-4110-120	FIRE	0.00	0.00	0.00	0.00	0.00	0

WEDDINGTON
Statement of Revenue and Expenditures

03/05/2025
10:21 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
10-4110-126	FIRE DEPT SUBSIDIES	70,164.67	0.00	0.00	0.00	0.00	0
10-4110-127	FIRE DEPARTMENT BLDG/MAINTENANCE	0.00	5,000.00	0.00	0.00	5,000.00	0
10-4110-150	POLICE	0.00	0.00	0.00	0.00	0.00	0
10-4110-155	POLICE PROTECTION	0.00	588,670.00	0.00	294,330.45	294,339.55	50
10-4110-180	GOVERNING BOARD	0.00	0.00	0.00	0.00	0.00	0
10-4110-190	LEGAL	0.00	0.00	0.00	0.00	0.00	0
10-4110-192	ATTORNEY FEES - GENERAL	5,000.00	70,000.00	5,000.00	35,528.00	34,472.00	51
10-4110-193	ATTORNEY FEES - LITIGATION	0.00	5,000.00	0.00	0.00	5,000.00	0
10-4110-320	OTHER GENERAL GOVERNMENT	0.00	0.00	0.00	0.00	0.00	0
10-4110-330	ELECTION EXPENSE	0.00	5,000.00	0.00	0.00	5,000.00	0
10-4110-340	PUBLICATIONS	0.00	4,675.00	0.00	0.00	4,675.00	0
10-4110-342	HOLIDAY/TREE LIGHTING	153.00-	4,500.00	1,925.00	8,376.59	3,876.59-	186
10-4110-343	SPRING EVENT	0.00	10,250.00	0.00	0.00	10,250.00	0
10-4110-344	OTHER COMMUNITY EVENTS	0.00	1,500.00	0.00	0.00	1,500.00	0
10-4110-498	LIBRARY DONATIONS	0.00	75,000.00	0.00	75,000.00	0.00	100
	4110 GENERAL GOVERNMENT	159,584.15	1,812,245.00	91,259.48	1,087,910.88	724,334.12	60
10-4120-000	ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0
10-4120-120	SALARIES & EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00	0
10-4120-121	SALARIES - ADMINISTRATOR/CLERK	5,416.66	69,550.00	5,687.50	46,928.09	22,621.91	67
10-4120-123	SALARIES - TAX COLLECTOR	4,212.64	60,500.00	4,261.46	39,316.02	21,183.98	65
10-4120-124	SALARIES - FINANCE OFFICER	1,560.32	21,755.00	1,459.20	12,493.06	9,261.94	57
10-4120-125	SALARIES - MAYOR & TOWN COUNCIL	2,100.00	25,200.00	2,100.00	16,800.00	8,400.00	67
10-4120-181	FICA EXPENSE	1,016.66	13,800.00	0.00	6,732.56	7,067.44	49
10-4120-182	EMPLOYEE RETIREMENT	2,022.16	28,325.00	2,159.92	18,723.59	9,601.41	66
10-4120-183	EMPLOYEE INSURANCE	1,292.00	32,150.00	2,748.00	21,991.00	10,159.00	68
10-4120-184	EMPLOYEE LIFE INSURANCE	16.64	500.00	38.72	309.76	190.24	62

WEDDINGTON
Statement of Revenue and Expenditures

03/05/2025
10:21 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
10-4120-185	EMPLOYEE S-T DISABILITY	14.00	375.00	28.00	210.00	165.00	56
10-4120-190	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-4120-191	AUDIT FEES	0.00	10,500.00	0.00	0.00	10,500.00	0
10-4120-193	CONTRACT LABOR	0.00	40,000.00	1,700.00	14,128.74	25,871.26	35
10-4120-200	OTHER ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0
10-4120-205	OFFICE SUPPLIES - ADMIN	564.11	23,000.00	394.84	2,178.81	20,821.19	9
10-4120-210	PLANNING CONFERENCE	186.31	4,000.00	30.00	30.00	3,970.00	1
10-4120-321	TELEPHONE - ADMIN	155.45	2,000.00	155.49	1,088.40	911.60	54
10-4120-325	POSTAGE - ADMIN	0.00	2,500.00	0.00	1,137.65	1,362.35	46
10-4120-331	UTILITIES - ADMIN	797.31	5,000.00	44.25	1,971.05	3,028.95	39
10-4120-351	REPAIRS & MAINTENANCE - BUILDING	0.00	10,000.00	1,807.18	14,619.07-	24,619.07	146-
10-4120-352	REPAIRS & MAINTENANCE - EQUIPMENT	4,078.96	65,000.00	4,082.15	65,767.22	767.22-	101
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	3,750.00	90,000.00	3,750.00	48,694.34	41,305.66	54
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	0.00	1,500.00	0.00	1,013.36	486.64	68
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	1,080.00	6,500.00	480.00	3,720.00	2,780.00	57
10-4120-370	ADVERTISING - ADMIN	28.90	500.00	0.00	449.02	50.98	90
10-4120-397	TAX LISTING & TAX COLLECTION FEES	0.00	500.00	0.00	377.35	122.65	75
10-4120-400	ADMINISTRATIVE:TRAINING	268.13	6,500.00	0.00	2,695.60	3,804.40	41
10-4120-410	ADMINISTRATIVE:TRAVEL	2,239.64	5,000.00	745.51	3,489.80	1,510.20	70
10-4120-450	INSURANCE	0.00	25,000.00	0.00	26,649.27	1,649.27-	107
10-4120-491	DUES & SUBSCRIPTIONS	0.00	28,500.00	80.00	17,773.04	10,726.96	62
10-4120-498	GIFTS & AWARDS	0.00	1,500.00	0.00	561.30	938.70	37
10-4120-499	MISCELLANEOUS	686.95	12,500.00	730.50	10,640.99	1,859.01	85
	4120 ADMINISTRATIVE	31,486.84	592,155.00	32,482.72	351,250.95	240,904.05	59
10-4130-000	ECONOMIC & PHYSICAL DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0
10-4130-120	SALARIES & EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00	0

WEDDINGTON
Statement of Revenue and Expenditures

03/05/2025
10:21 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
10-4130-121	SALARIES - ZONING ADMINISTRATOR	3,331.20	80,750.00	6,666.66	54,553.75	26,196.25	68
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	1,518.53	21,950.00	1,844.34	15,926.75	6,023.25	73
10-4130-124	SALARIES - PLANNING BOARD	200.00	5,150.00	200.00	1,500.00	3,650.00	29
10-4130-125	SALARIES - SIGN REMOVAL	330.75	3,600.00	264.60	2,296.35	1,303.65	64
10-4130-181	FICA EXPENSE - P&Z	411.64	8,475.00	0.00	4,174.12	4,300.88	49
10-4130-182	EMPLOYEE RETIREMENT - P&Z	533.00	17,675.00	1,114.00	9,115.94	8,559.06	52
10-4130-183	EMPLOYEE INSURANCE	0.00	16,125.00	1,374.00	10,992.00	5,133.00	68
10-4130-184	EMPLOYEE LIFE INSURANCE	0.00	375.00	25.60	204.80	170.20	55
10-4130-185	EMPLOYEE S-T DISABILITY	0.00	200.00	14.00	112.00	88.00	56
10-4130-190	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-4130-192	CONSULTING STORMWATER CONTROL	3,013.02	60,000.00	8,782.00	62,538.30	2,538.30-	104
10-4130-193	CONSULTING	6,140.00	65,000.00	8,465.41	31,104.69	33,895.31	48
10-4130-194	CONSULTING - COG	0.00	17,500.00	0.00	0.00	17,500.00	0
10-4130-200	OTHER PLANNING	0.00	0.00	0.00	0.00	0.00	0
10-4130-201	OFFICE SUPPLIES - PLANNING & ZONING	564.11	7,500.00	394.84	2,214.07	5,285.93	30
10-4130-215	HISTORIC PRESERVATION	0.00	250.00	0.00	0.00	250.00	0
10-4130-220	INFRASTRUCTURE	0.00	179,000.00	0.00	75,000.00	104,000.00	42
10-4130-321	TELEPHONE - PLANNING & ZONING	155.45	2,000.00	155.49	1,088.41	911.59	54
10-4130-325	POSTAGE - PLANNING & ZONING	0.00	2,500.00	0.00	992.88	1,507.12	40
10-4130-331	UTILITIES - PLANNING & ZONING	674.67	5,048.85	0.00	1,792.68	3,256.17	36
10-4130-370	ADVERTISING - PLANNING & ZONING	223.74	500.00	0.00	376.84	123.16	75
10-4130-500	CAPITAL EXPENDITURES - P&Z	0.00	200,000.00	0.00	0.00	200,000.00	0
	4130 ECONOMIC & PHYSICAL DEVELOPMEN'	17,096.11	693,598.85	29,300.94	273,983.58	419,615.27	40
General Fund Expenditure Totals		208,167.10	3,097,998.85	153,043.14	1,713,145.41	1,384,853.44	55
10 General Fund		Prior	Current	YTD			

WEDDINGTON
Statement of Revenue and Expenditures

Revenues:	129,122.42	51,598.86	3,114,731.99
Expenditures:	208,167.10	153,043.14	1,713,145.41
Net Income:	79,044.68-	101,444.28-	1,401,586.58

Grand Totals	Prior	Current	YTD
Revenues:	129,122.42	51,598.86	3,114,731.99
Expenditures:	208,167.10	153,043.14	1,713,145.41
Net Income:	79,044.68-	101,444.28-	1,401,586.58

FY2026 PRELIMINARY BUDGET

PREPARATION PROCESS:

- 1) BUDGET PRESENTED IS PREPARED WITH NO CHANGE IN PROPERTY VALUES OR TAX RATE. COUNTY REVALUATION NUMBERS ARE EXPECTED WITHIN THE NEXT FEW WEEKS. FOR THE MARCH RETREAT VARIOUS BUDGET SCENARIOS WILL BE PREPARED BASED ON THE ESTIMATED REVALUATION APPRAISAL BALANCES RECEIVED FROM THE COUNTY.

OPERATING BUDGET COMMENTS:

- 1) ESTIMATED AD VALOREM REVENUE WAS CALCULATED BASED ON CURRENT YEAR APPRAISED TAX VALUE PLUS ESTIMATED VALUE OF HOMES ADDED IN CALENDAR YEAR 2024. ESTIMATE BASED ON CERTIFICATES OF OCCUPANCY ISSUED.
- 2) COUNTY WILL BE SENDING OUT REAPPRAISED VALUES WITHIN THE NEXT FEW WEEKS AND BUDGET WILL BE ADJUSTED ACCORDINGLY
- 3) REVENUES & EXPENDITURES ARE BUDGETED CONSERVATIVELY (I.E. REVENUES ARE BUDGETED AT LOWEST EXPECTED AMOUNTS & EXPENDITURES AT HIGHEST EXPECTED AMOUNTS)
- 4) POLICE, SALARIES ARE BUDGETED AT CURRENT CONTRACT/SALARY AMOUNTS. PROPOSED INCREASES ARE INCLUDED AS PROPOSED NONOPERATING ITEMS. PROPOSED INCREASES ARE CURRENTLY ESTIMATES ONLY

THE SHERIFF'S DEPARTMENT USUALLY SUBMITS THEIR REVISED CONTRACT AMOUNT IN APRIL

FUTURE ACTIONS:

BUDGET WILL BE DISCUSSED AGAIN AT MARCH RETREAT AND APRIL COUNCIL MEETINGS. A FINAL BUDGET WILL BE PRESENTED IN MAY AND A PUBLIC HEARING WILL BE HELD IN JUNE. BUDGET MUST BE APPROVED PRIOR TO JULY 1.

TOWN OF WEDDINGTON
FY2026 PRELIMINARY OPERATING BUDGET
TAX RATE 4.5 CENTS

Account Id	Account Description	FY2024 Actual	Amended FY25 Budget	Actual YTD FY2025 as of 2.28.25	Estimated Final Actual FY2025	Estimated Operating Budget FY2026
10-3101-110	AD VALOREM TAX - CURRENT	1,405,902.80	775,000.00	779,026.94	781,526.94	785,000.00
10-3102-110	AD VALOREM TAX - 1ST PRIOR YR	18,602.58	10,000.00	10,359.24	10,500.00	7,500.00
10-3103-110	AD VALOREM TAX - NEXT 8 YRS PRIOR	2,470.00	200.00	929.66	1,000.00	500.00
10-3110-121	AD VALOREM TAX - MOTOR VEH CURRENT	138,445.99	72,500.00	55,927.83	75,000.00	75,000.00
10-3115-180	TAX INTEREST	8,227.19	1,750.00	2,833.89	3,000.00	3,000.00
10-3120-000	SOLID WASTE FEE REVENUES	1,186,449.41	1,175,000.00	1,178,765.81	1,183,000.00	1,185,000.00
10-3231-220	LOCAL OPTION SALES TAX REV - ART 39	701,355.28	370,500.00	288,415.70	684,000.00	600,000.00
10-3322-220	BEER & WINE TAX	67,722.79	45,000.00	-	65,000.00	60,000.00
10-3324-220	UTILITY FRANCHISE TAX	498,024.79	445,000.00	135,964.40	500,000.00	450,000.00
10-3333-220	SOLID WASTE DISPOSAL TAX	2,609.38		2,856.80	2,850.00	3,000.00
10-3340-400	ZONING & PERMIT FEES	35,109.50	12,500.00	18,617.50	25,000.00	5,000.00
10-3350-400	SUBDIVISION FEES	28,121.25	7,500.00	7,935.03	10,000.00	5,000.00
10-3360-400	STORMWATER EROSION CONTROL FEES	12,000.00	5,000.00	5,078.75	12,000.00	500.00
10-3830-891	MISCELLANEOUS REVENUES	27,423.36	28,000.00	242,745.27	245,000.00	2,500.00
10-3831-491	INVESTMENT INCOME	312,725.08	150,000.00	189,305.98	315,000.00	250,000.00
General Fund Revenue Totals		4,445,189.40	3,097,950.00	2,918,762.80	3,912,876.94	3,432,000.00
10-4110-000	GENERAL GOVERNMENT		-	-	-	-
10-4110-110	SOLID WASTE		-	-	-	-
10-4110-115	SOLID WASTE	1,022,462.92	1,042,650.00	674,675.84	1,020,000.00	1,020,000.00
10-4110-120	FIRE		-	-	-	-
10-4110-126	FIRE DEPT SUBSIDIES	841,976.04				
10-4110-127	FIRE DEPARTMENT BLDG/MAINTENANCE		5,000.00	-		
10-4110-150	POLICE		-	-	-	-
10-4110-155	POLICE PROTECTION	352,553.88	588,670.00	294,330.45	501,451.87	654,075.00
10-4110-160	EVENT PUBLIC SAFETY			-		2,500.00
10-4110-180	GOVERNING BOARD		-	-	-	-
10-4110-190	LEGAL		-	-	-	-
10-4110-192	ATTORNEY FEES - GENERAL	61,560.00	70,000.00	35,528.00	65,000.00	65,000.00
10-4110-193	ATTORNEY FEES - LITIGATION	750,000.00	5,000.00			5,000.00
10-4110-320	OTHER GENERAL GOVERNMENT		-	-	-	-
10-4110-330	ELECTION EXPENSE	14,769.48	5,000.00		5,000.00	20,000.00

Account Id	Account Description	FY2024 Actual	Amended FY25 Budget	Actual YTD FY2025 as of 2.28.25	Estimated Final Actual FY2025	Estimated Operating Budget FY2026
10-4110-340	PUBLICATIONS		4,675.00	-	-	-
10-4110-342	HOLIDAY/TREE LIGHTING	6,657.47	4,500.00	8,376.59	9,000.00	-
10-4110-343	SPRING EVENT	4,910.89	10,250.00	-	10,250.00	-
10-4110-344	OTHER COMMUNITY EVENTS	2,028.18	1,500.00		2,500.00	-
10-4110-499	OTHER	-	75,000.00	75,000.00	75,000.00	-
	4110 GENERAL GOVERNMENT	3,056,918.86	1,812,245.00	1,087,910.88	1,688,201.87	1,766,575.00
10-4120-000	ADMINISTRATIVE	-	-	-	-	-
10-4120-120	SALARIES & EMPLOYEE BENEFITS		-	-	-	-
10-4120-121	SALARIES - ADMINISTRATOR/CLERK	66,330.29	69,550.00	46,928.09	69,678.09	69,750.00
10-4120-123	SALARIES - TAX COLLECTOR	55,432.50	60,500.00	39,316.02	57,899.06	60,500.00
10-4120-124	SALARIES - FINANCE OFFICER	19,036.59	21,755.00	12,493.06	19,661.06	21,755.00
10-4120-125	SALARIES - MAYOR & TOWN COUNCIL	26,500.00	25,200.00	16,800.00	25,200.00	25,200.00
10-4120-181	FICA EXPENSE	12,798.46	13,800.00	6,732.56	13,795.06	14,200.00
10-4120-182	EMPLOYEE RETIREMENT	25,570.30	28,325.00	18,723.59	28,325.00	28,325.00
10-4120-183	EMPLOYEE INSURANCE	15,504.00	32,150.00	21,991.00	33,095.00	33,325.00
10-4120-184	EMPLOYEE LIFE INSURANCE	199.68	500.00	309.76	464.64	500.00
10-4120-185	EMPLOYEE S-T DISABILITY	168.00	375.00	210.00	322.00	375.00
10-4120-190	PROFESSIONAL SERVICES	-	-	-	-	-
10-4120-191	AUDIT FEES	9,000.00	10,500.00	-	10,500.00	25,000.00
10-4120-193	CONTRACT LABOR	55,076.66	40,000.00	14,128.74	35,000.00	5,000.00
10-4120-200	OTHER ADMINISTRATIVE	-	-	-	-	-
10-4120-205	OFFICE SUPPLIES - ADMIN	5,926.40	23,000.00	2,178.81	5,000.00	7,500.00
10-4120-210	PLANNING CONFERENCE	361.31	4,000.00	30.00	500.00	500.00
10-4120-321	TELEPHONE - ADMIN	1,775.97	2,000.00	1,088.40	1,700.00	2,000.00
10-4120-325	POSTAGE - ADMIN	1,539.86	2,500.00	1,137.65	2,475.00	2,500.00
10-4120-331	UTILITIES - ADMIN	3,674.83	5,000.00	1,971.05	4,000.00	5,000.00
10-4120-351	REPAIRS & MAINTENANCE - BUILDING	58,194.39	10,000.00	(14,619.07)	15,000.00	5,000.00
10-4120-352	REPAIRS & MAINTENANCE - EQUIPMENT	65,740.38	65,000.00	65,767.22	65,767.22	70,000.00
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	57,094.00	90,000.00	48,694.34	69,469.34	50,000.00
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	1,013.36	1,500.00	1,013.36	1,013.36	1,500.00
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	5,720.00	6,500.00	3,720.00	6,260.00	6,500.00
10-4120-370	ADVERTISING - ADMIN	550.54	500.00	449.02	500.00	500.00
10-4120-397	TAX LISTING & TAX COLLECTION FEES		500.00	377.35	500.00	500.00
10-4120-400	ADMINISTRATIVE:TRAINING	4,037.25	6,500.00	2,695.60	4,500.00	6,500.00
10-4120-410	ADMINISTRATIVE:TRAVEL	6,931.21	5,000.00	3,489.80	5,000.00	5,000.00
10-4120-450	INSURANCE	23,673.13	25,000.00	26,649.27	27,000.00	28,350.00
10-4120-491	DUES & SUBSCRIPTIONS	22,597.04	28,500.00	17,773.04	23,773.04	29,925.00

Account Id	Account Description	FY2024 Actual	Amended FY25 Budget	Actual YTD FY2025 as of 2.28.25	Estimated Final Actual FY2025	Estimated Operating Budget FY2026
10-4120-498	GIFTS & AWARDS	1,514.61	1,500.00	561.30	1,000.00	1,500.00
10-4120-499	MISCELLANEOUS	12,196.35	12,500.00	10,640.99	20,000.00	15,000.00
	4120 ADMINISTRATIVE	558,157.11	592,155.00	351,250.95	547,397.87	521,705.01
10-4130-000	ECONOMIC & PHYSICAL DEVELOPMENT		-	-	-	-
10-4130-120	SALARIES & EMPLOYEE BENEFITS		-	-	-	-
10-4130-121	SALARIES - ZONING ADMINISTRATOR	54,767.40	80,750.00	54,553.75	81,220.42	82,000.00
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	20,316.69	21,950.00	15,926.75	23,012.35	23,000.00
10-4130-124	SALARIES - PLANNING BOARD	2,500.00	5,150.00	1,500.00	2,650.00	5,150.00
10-4130-125	SALARIES - SIGN REMOVAL	3,600.45	3,600.00	2,296.35	3,575.00	3,600.00
10-4130-181	FICA EXPENSE - P&Z	6,210.98	8,475.00	4,174.12	8,836.62	9,100.00
10-4130-182	EMPLOYEE RETIREMENT - P&Z	8,615.10	17,675.00	9,115.94	13,571.93	17,350.00
10-4130-183	EMPLOYEE INSURANCE	1,080.00	16,125.00	10,992.00	16,544.00	16,500.00
10-4130-184	EMPLOYEE LIFE INSURANCE	35.52	375.00	204.80	307.20	375.00
10-4130-185	EMPLOYEE S-T DISABILITY	14.00	200.00	112.00	168.00	200.00
10-4130-190	CONTRACTED SERVICES	-	-	-	-	-
10-4130-192	CONSULTING STORMWATER CONTROL	46,647.58	60,000.00	62,538.30	90,000.00	95,000.00
10-4130-193	CONSULTING	70,398.29	65,000.00	31,104.69	65,000.00	75,000.00
10-4130-194	CONSULTING - COG		17,500.00	-	2,500.00	2,500.00
10-4130-195	STORMWATER EROSION CONTROL	8,255.80	-	-	-	-
10-4130-200	OTHER PLANNING	-	-	-	-	-
10-4130-201	OFFICE SUPPLIES - PLANNING & ZONING	5,518.43	7,500.00	2,214.07	5,000.00	7,500.00
10-4130-202	ZONING SPECIFIC OFFICE SUPPLIES	-		-	-	-
10-4130-215	HISTORIC PRESERVATION	-	250.00	-	-	250.00
10-4130-220	INFRASTRUCTURE	102,000.00	179,000.00	75,000.00	75,000.00	-
10-4130-321	TELEPHONE - PLANNING & ZONING	1,775.99	2,000.00	1,088.41	1,700.00	2,000.00
10-4130-325	POSTAGE - PLANNING & ZONING	1,539.85	2,500.00	992.88	2,475.00	2,500.00
10-4130-331	UTILITIES - PLANNING & ZONING	4,311.84	5,000.00	1,792.68	4,450.00	5,000.00
10-4130-370	ADVERTISING - PLANNING & ZONING	721.58	500.00	376.84	550.00	500.00
10-4130-500	CAPITAL EXPENDITURES - P&Z		200,000.00			
	4130 ECONOMIC & PHYSICAL DEVELOPMENT	338,309.50	693,550.00	273,983.58	396,560.52	347,525.00
	General Fund Expenditure Totals	3,953,385.47	3,097,950.00	1,713,145.41	2,632,160.25	2,635,805.01
	NET REVENUES OVER/(UNDER) EXPENDITURES	491,803.93	-	1,205,617.39	1,280,716.69	796,195.00

TOWN OF WEDDINGTON
POTENTIAL NON-OPERATING REVENUES & EXPENDITURES

 Changes in yellow

		PROPOSED	
		FY2026	FY2025
ESTIMATED OPERATING REVENUES		796,195.00	800,375.00
Zoning & Permit Fees		5,000.00	10,000.00
Subdivision Fees			
	Future unidentified	5,000.00	5,000.00
Driveway easement (to be collected in FY25)			25,000.00
TOTAL ADJUSTED NET OPERATING REVENUES		806,195.00	840,375.00
<u>Proposed non-operating expenditures to be funded</u>			
Police	Increase in contract price (estimated at approx 10%)	65,425.00	30,795.00
	Additional overnight deputies		195,000.00
	Flock camera lease	16,000.00	
Public Safety	New radar trailer	15,000.00	15,000.00
Solid Waste	Billing differential (billing for new homes not on tax scroll yet)	1,750.00	2,650.00
	CPI Increase (5%)	51,000.00	
Attorney	Board of Adjustment; miscellaneous	7,500.00	5,000.00
Publications	Resident wide mailings	15,000.00	10,000.00
Parks & Rec	Spring Event (Shredding)	0.00	0.00
	Bunny Hop/Movie Nights/Back to School Drive	1,500.00	1,500.00
	Tree lighting/Christmas cards & decorations	8,000.00	4,500.00
	Litter sweeps	0.00	0.00
	Deputies/EMTs (Food Truck Fridays/Tree Lighting)	2,500.00	2,500.00
	Contract labor (i.e. patriotic banner installation, photographer, etc.)	4,000.00	4,000.00
	Food trucks	4,000.00	4,000.00
	Activities	6,250.00	6,250.00
Office supplies	Computer/office equipment replacement/upgrades	5,000.00	2,000.00
	Cellphones for council/administrator		
Grounds maintenance	Landscape upgrades/medians/roundabout	35,000.00	35,000.00
	Town Hall park landscaping/mowing	5,000.00	5,000.00
	Mulching	20,000.00	
Building Maintenance	Town Hall	30,000.00	5,000.00
	Electrical repairs		
Consulting/	Code Enforcement contract	7,500.00	7,500.00

Preliminary Budget FY2026 March council meeting

Contract Labor	Code Enforcement (funds for remedies; Ambassador Ct)	5,000.00	5,000.00
	Planning Conferences (mediator/rental/etc)	3,500.00	3,500.00
	Transportation consulting (i.e. Kimley Horn intersection studies)	11,000.00	11,000.00
	Misc projects	10,000.00	10,000.00
	Urban Forester	8,000.00	7,500.00
Salary adj	Merit/Bonus/Taxes/Benefits	16,100.00	13,680.00
	Increase in admin asst hours	1,375.00	
	Planning tech	24,750.00	
	Council/planning board increases	8,100.00	
	Employee health insurance estimated increase	7,500.00	
	Retirement increase due to increase in rates	945.00	
Infrastructure	Deal Road intersection improvement		
	12 Mile @ Beulah Church cost participation	104,000.00	104,000.00
	Tilley-Morris roundabout (FY23 budgets for 20% construction cost overrun)		
	Gateway marker/traffic light masts	25,000.00	
	Town participation in stoplights at Antioch Church/Forest Lawn & 12 Mile Roundabout at Potter & Forest Lawn		75,000.00
Park	Site improvements		200,000.00
	Labella consulting	95,000.00	
Library	Donation to Library Foundation for reading nook		75,000.00
Contingency		185,500.00	0.00
Total cost of non-operating expenditures		806,195.00	840,375.00
		0.00	

ESTIMATED TAX BASE INCREASE

3,340,532,000	Appraised value FY2025
(128,089,800)	Exemptions
54,000,000	54 COC @ \$1000000k
3,266,442,200	Estimated value FY2026
2.50	Tax rate
816,611	Gross tax collection
0.96	Collection percentage
783,946	Estimated ad valorem

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

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: March 10, 2025

SUBJECT: Tax Report– February 2025

Transactions:	
Balance Adjustments	\$(1244.27)
Refunds	\$352.31
Taxes Collected:	
2017-2022	\$(968.90)
2023	\$(3936.40)
2024	\$(13,559.13)
As of February 28, 2025; the following taxes remain Outstanding:	
2014	\$136.06
2015	\$187.26
2016	\$251.29
2017	\$421.72
2018	\$139.46
2019	\$458.44
2020	\$403.63
2021	\$696.22
2022	\$4005.73
2023	\$22,041.52
2024	\$84,668.14
Prepaid Cuthbertson	\$(52.64)
Total Outstanding:	\$113,356.83