



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
TUESDAY, NOVEMBER 12, 2024 – 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. Consent Agenda
 - A. Approve September 9, 2024 Town Council Regular Meeting Minutes
 - B. Approve October 14, 2024 Town Council Regular Meeting Minutes
 - C. Approval of Resolution R-2024-06 Policy for Limiting Developer Presentations on Agendas
 - D. Authorize Staff to enter into contract with Union County Sheriff's Office for up to 5 deputies.
10. Old Business
 - A. Discussion of response to Park RFQ and authorization of staff to enter into contract negotiations.
11. New Business
 - A. Application by Keystone Custom Homes requesting Conditional Zoning Approval for a 12-Lot Subdivision located on Deal Road
 - i. Public Hearing
 - ii. Discussion and Consideration
 - B. Text Amendment to the Town of Weddington Unified Development Ordinance Section D-917A.D. Lots in Floodplains
 - i. Public Hearing
 - ii. Discussion and Consideration
 - C. Text Amendment to the Town of Weddington Unified Development Ordinance Section D-917B.B. Minimum Open Space
 - i. Public Hearing
 - ii. Discussion and Consideration

D. Text Amendment to the Town of Weddington Unified Development Ordinance Section
D-917A.J. Cul-de-sacs.

- i. Public Hearing
- ii. Discussion and Consideration

- 12. Code Enforcement Report
- 13. Update from Finance Officer and Tax Collector
- 14. Updates from Town Planner and Town Administrator
- 15. Transportation Report
- 16. Council Comments
- 17. Adjournment



Union County Sheriff's Office
Events By Nature

Date of Report

11/1/2024
11:48:15AM

For the Month of: October 2024

<u>Event Type</u>	<u>Total</u>
911 HANG UP	43
911 TESTING	1
911 TO TEXT NO ADDRESS	1
ABANDONED VEHICLE	3
ABC INVESTIGATION	1
ACCIDENT ALPHA	1
ACCIDENT BRAVO	1
ACCIDENT EMD	3
ACCIDENT HITRUN PD LAW	6
ACCIDENT PD ONLY	28
ACN BRAVO	1
ALARMS LAW	34
ANIMAL BITE FOLLOW UP	2
ANIMAL BITE REPORT LAW	2
ANIMAL COMP SERVICE CALL LAW	14
ASSAULT	2
ASSIST EMS OR FIRE	1
ATTEMPT TO LOCATE	8
BURGLARY HOME OTHER NONBUSINESS	2
BUSINESS CHECK	23
CARDIAC RESPIRATORY ARREST EMD	1
CARELESS AND RECKLESS	14
DISTURBANCE OR NUISANCE	12
DOMESTIC DISTURBANCE	3
DRUG ACTIVITY	2
ESCORT	2
FIGHT	1
FOLLOW UP INVESTIGATION	20

<u>Event Type</u>	<u>Total</u>
FOOT PATROL	8
FRAUD DECEPTION FORGERY	5
FUNERAL ESCORT	4
HARASSMENT STALKING THREATS	6
IMPROPERLY PARKED VEHICLE	3
INVESTIGATION	7
INVOLUNTARY COMMITMENT	3
JURISDICTION CONFIRMATION LAW	2
LARCENY THEFT	4
LOST OR FOUND PROPERTY	1
MENTAL DISORDER	1
MISSING PERSON	1
MOTORIST ASSIST	4
NOISE COMPLAINT	5
PREVENTATIVE PATROL	631
PROP DAMAGE VANDALISM MISCHIEF	1
PUBLIC SERVICE	4
RADAR PATROL INCLUDING TRAINIG	1
REFERAL OR INFORMATION CALL	8
RESIDENTIAL CHECK	1
SERVE CIVIL PAPER	9
SERVE WARRANT	1
SHOPLIFTER	2
SHOTS FIRED	3
SUICIDE ATTEMPT	1
SUSPICIOUS CIRCUMSTANCES	4
SUSPICIOUS PERSON	20
SUSPICIOUS VEHICLE	26
TRAFFIC HAZARD	8
TRAFFIC STOP	23
TRESPASSING	2
UNLOCK REQUEST	3

<u>Event Type</u>	<u>Total</u>
WANTED PERSON	1
WELL BEING CHECK	7

Total Calls for Month: 1,042

Weddington

10/2024

UCR Code	Description	Date of Report	Incident ID	
13B				
13B	SIMPLE ASSAULT	10/4/24	202407636	
13B	SIMPLE ASSAULT	10/5/24	202407676	
13B	SIMPLE ASSAULT	10/22/24	202408192	
13B	SIMPLE ASSAULT	10/30/24	202408426	
			Total:	4
13C				
13C	COMMUNICATING THREATS	10/8/24	202407755	
13C	COMMUNICATING THREATS	10/10/24	202407793	
13C	COMMUNICATING THREATS	10/20/24	202408131	
13C	COMMUNICATING THREATS OF MASS VIOLENCE	10/23/24	202408235	
13C	COMMUNICATING THREATS	10/27/24	202408349	
			Total:	5
220				
220	BREAKING/ENTERING-FELONY	10/5/24	202407690	
220	BURGLARY-2ND DEGREE	10/6/24	202407707	
220	BURGLARY-1ST DEGREE	10/19/24	202408112	
			Total:	3
23F				
23F	BEL / THEFT FROM MOTOR VEHICLE	10/30/24	202408448	
			Total:	1
23H				
23H	LARCENY-MISDEMEANOR	10/12/24	202407898	
23H	LARCENY-FELONY	10/15/24	202407953	
23H	LARCENY-MISDEMEANOR	10/30/24	202408416	
23H	LARCENY-MISDEMEANOR	10/30/24	202408445	
			Total:	4
26A				
26A	IDENTITY THEFT	10/17/24	202408039	
26A	IDENTITY THEFT	10/25/24	202408295	
26A	FRAUD-CREDIT CARD	10/28/24	202408361	
			Total:	3
270				
270	LARCENY BY EMPLOYEES	10/7/24	202407710	
270	LARCENY BY EMPLOYEES	10/15/24	202407963	
			Total:	2
280				
280	POSSESS/RECEIVE STOLEN MV	10/18/24	202408093	
			Total:	1
290				

Weddington

10/2024

UCR Code	Description	Date of Report	Incident ID	
290	INJURY TO PERSONAL PROPERTY	10/8/24	202407755	
290	INJURY TO PERSONAL PROPERTY	10/10/24	202407793	
290	INJURY TO REAL PROPERTY	10/27/24	202408349	
			Total:	3
35A				
35A	POSSESS MARIJUANA UP TO 1/2 OZ	10/2/24	202407596	
35A	POSSESS SCH VI CS	10/4/24	202407632	
35A	POSSESS SCH VI CS	10/4/24	202407641	
35A	POSSESS SCH VI CS	10/7/24	202407714	
35A	SELL/DELIVER MARIJUANA	10/7/24	202407717	
			Total:	5
35B				
35B	POSSESS MARIJ PARAPHERNALIA	10/2/24	202407596	
			Total:	1
999				
999	ANIMAL CALL BITE	10/2/24	202407579	
999	RECOVERED PROPERTY	10/2/24	202407585	
999	ACCIDENT NO VISIBLE INJURY	10/2/24	202407591	
999	INVESTIGATION	10/4/24	202407649	
999	ACCIDENT NO VISIBLE INJURY	10/4/24	202407654	
999	ANIMAL CALL BITE	10/5/24	202407678	
999	ACCIDENT NO VISIBLE INJURY	10/6/24	202407700	
999	ACCIDENT POSSIBLE INJURY	10/11/24	202407822	
999	ACCIDENT NO VISIBLE INJURY	10/12/24	202407883	
999	ACCIDENT NO VISIBLE INJURY	10/14/24	202407944	
999	RECOVERED PROPERTY	10/18/24	202408093	
999	ACCIDENT NO VISIBLE INJURY	10/19/24	202408117	
999	DOMESTIC	10/20/24	202408129	
999	ACCIDENT NO VISIBLE INJURY	10/20/24	202408138	
999	INVESTIGATION	10/20/24	202408145	
999	ANIMAL CALL	10/21/24	202408154	
999	ACCIDENT NO VISIBLE INJURY	10/23/24	202408213	
999	ACCIDENT NO VISIBLE INJURY	10/23/24	202408240	
999	ACCIDENT NO VISIBLE INJURY	10/29/24	202408374	
999	ANIMAL CALL	10/30/24	202408431	
			Total:	20
9999				
9999	ATTEMPTED SUICIDE	10/22/24	202408202	
9999	MENTAL HEALTH INVESTIGATION	10/25/24	202408300	
			Total:	2



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 9, 2024 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
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1. Call to Order

Mayor Bell called the meeting to order at 7:01 p.m.

2. Determination of Quorum

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

Staff present: Town Administrator/Clerk Karen Dewey, Town Planner Greg Gordos, Finance Officer Leslie Gaylord, Admin Asst/Deputy Clerk Debbie Coram, Town Attorney Karen Wolter, UCSO Deputy Wrenn

Visitors: Mike Morse, Walton Hogan, Gayle Butler, Liz Holtey, Kim Topalian, Bill Deter, Cameron Scott, Christopher Neve, Chad Emerine, Melissa Emerine, Jeff Herbst, Wendy Shaw, Lynne Devaney

3. Pledge of Allegiance

Council led the Pledge of Allegiance

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

Council discussed amending the agenda to remove item 11.B. from the Consent Agenda to Item 7. Consideration of Proclamation 2024-03 to Proclaim September 17 through 23 as Constitution Week and presentation of Proclamation 2024-03 to the Halifax Convention Chapter of the Daughters of the American Revolution, to remove item 12.B.iii Specific Land Use Plan Goals and Policies into the UDO, and to add to item 19. Closed Session 143-318(a)(3) to consult with attorney.

Motion: Mayor Pro Tem Smith made a motion to adopt the agenda as amendment
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 on the September WUMA meeting in Mineral Springs on Thursday the 26th at 4:00 p.m.

Councilmember Ladner reported that the September TreesUnion meeting will be held on September 10th at 7:00 p.m. at Wesley Chapel Village Hall. Also, the Optimist Club is sponsoring a litter sweep on Saturday, September 14 at 8:00 a.m. at the WCWAA athletic fields.

7. Consideration of Proclamation 2024-03 to Proclaim September 17 through 23 as Constitution Week and presentation to the Halifax Convention Chapter of the Daughters of the American Revolution.

Ashley Korizis and Kitty Megorden presented a brief background on Constitution Week and the primary goals of the Daughters of the American Revolution.

Mayor Bell read and presented Ms. Korizis and Ms. Megorden with Proclamation 2024-03.

8. Presentation from Union County Public Schools

Kathy Heintel and Colon Moore gave a presentation on the 2024 UCPS School Bond that will be on the ballot in November.

9. Public Comments

Walton Hogan 5009 Laurel Grove Lane: Mr. Hogan commented on the community meeting held on 9/6 for the CZ application for a church use on New Town Road. He spoke about the traffic issues at that dangerous intersection.

Christopher Neve 110 Charleston Court: Mr. Neve thanked Councilmember Perryman for discussing the tax rate and fire service fee questions that Mr. Neve raised in his last public comment. He expressed his belief that the community meetings should be held within a certain distance of Town Hall and voiced his opposition to extra spending on the park. He stated he is not opposed to using the space but asked the Council to be realistic in the amenities and to consider looking for something simple.

Chad Emerine 953 Eagle Road: Mr. Emerine expressed his support for the 100ft. buffer and asked council to review the ideas of berms. He also asked council to review the town fee schedule, maximum cul-de-sac length and to clarify buildable land in the UDO. Mr. Emerine asked for standard rules of procedure in posting meeting agendas to the public and would like to see the 15 days required for applications to be submitted before Planning Board meetings be codified into the

UDO. Mr. Emerine asked if minor subdivisions could be included on the town website and if minutes could be more accurate and detailed.

Wendy Shaw 6733 Weddington Matthews Road: Ms. Shaw spoke on the minor subdivision at 6901 Weddington Matthews Road and the development on the resulting lots. She expressed her frustration over the lack of communication from Town Staff on the concerns over erosion control measures.

Lynne Devaney 7503 Strawberry Road, Summerfield NC: Ms. Devaney thanked the Council and the residents for support in their fight against the NC General Assembly. She expressed her frustration at Summerfield being referred to as a “paper town” by the legislators. She reiterated her thanks to the council and expressed her support for Michele Morrow for NC School Superintendent.

10. Public Safety Report

Deputy Wrenn presented the Public Safety Report. He reported that the August report numbers all decreased.

Councilmember Perryman thanked the deputies for the increased presence on Providence Road.

Mayor Pro Tem Smith thanked the deputies for their presence throughout town patrolling different neighborhoods.

11. Consent Agenda

A. Approve August 8, 2024 Town Council Regular Meeting Minutes

**** ~~B. Approve Proclamation 2024-03 to Proclaim September 17 through 23 as Constitution Week~~**

Motion: Councilmember Perryman made a motion to approve the Consent Agenda as presented.

Vote: The motion passed with a unanimous vote.

12. Old Business

13. New Business

A. Text Amendment 2024-04 An Ordinance of the Town of Weddington amending the Unified Development Ordinance Section D-703.E Lot and Building Standards Table for R-CD Conservation zoning districts
i. Public Hearing

Mayor Bell opened the public hearing at 7:39 p.m.

Chad Emerine 953 Eagle Road: Mr. Emerine expressed support for the increased minimum lot size for RCD subdivisions as it will allow residents better use of their property. He requested a 40-foot front set back and 15-foot side set back to better reflect the character of Weddington.

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

ii. Discussion and Possible Consideration

Mr. Gordos presented the staff report. At its meeting of June 24, 2024, the Planning Board, as a part of a discussion regarding changes to the requirements for a R-CD (Conservation) subdivision, requested staff to prepare an amendment modifying the requirements lot size, width, and other dimensions with consideration for several options. The Planning Board discussed comparison between subdivisions created with careful design consideration versus contemporary submittals which may not meet the intent of the original creation of open space development. Town Council first directed staff and the Board to consider R-CD zone modifications on February 12, 2024. Staff presented amendments to Section D-703E. Lot and Building Standards Table (Table 2) with at least three separate text amendments for consideration. The Board can select “Option A”, “Option B”, “Option C”, or any combination thereof, or choose to leave the dimensional requirements for R-CD (Conservation) as adopted. The Board unanimously chose “Option C”, or 18,000 sq.ft. *minimum* lot size, while requiring new R-CD (Conservation) subdivisions *average* lot sizes over 20,000 sq.ft. with increased minimum lot width of 100 feet from 80, Side set back increase to 12 feet from 5 feet, and rear set back increase to 40 feet from 30 feet.

Council discussed the text amendment:

Mayor Pro Tem Smith stated he would like to see the RCD requirements mirror the RE zoning requirements with side setbacks at 12 feet with 30 feet minimum between structures. Councilmember Perryman asked Mr. Gordos if increasing the lot size to average 20,000 sq. ft. would require the minimum conservation land requirement to be changed.

Mr. Gordos responded that increasing the minimum lot size would take away from conservation land. Staff supports RCD as a development option to conserve land. The increased minimum lot size will require more creativity on the part of developers.

Councilmember Perryman stated his concern for unintended consequences as changing the minimum lot size will reduce the space available for conservation and provide less opportunity to preserve trees.

Mayor Pro Tem Smith stated that he willing to lose more conservation land to have aesthetics of neighborhoods fit with rest of the Weddington community.

Councilmember Ladner asked of the front rear or side setbacks, which are more important to what the town is trying to accomplish.

Councilmember Howie stated she is not opposed to the recommendation that came from the Planning Board and she doesn't feel compelled to increase the front set back and the suggested 15-foot side set back is the same as the conventional requirements. What the Planning Board recommended feels adequate.

Motion: Mayor Pro Tem Smith made a motion to amend the Town of Weddington Unified Development Ordinance Section D-703.E Lot and Building Standards Table for R-CD Conservation zoning districts to mirror the RE zoning requirements, increasing the front and rear setback requirements to 40 foot minimum, increasing the side setbacks to 12 feet with 30 feet

between structures, a minimum lot width of 100 feet, and the minimum lot size at 18,000 sq. ft with a 20,000 sq. ft. average.

Councilmember Perryman asked how this differs from what the Planning Board recommended.

Mr. Gordos responded that the Planning Board recommended keeping the front setback at 20 feet, increasing the rear set back to 40, increasing the minimum lot width to 100 and increasing the side setbacks to 12 feet.

Council continued discussion of the front setback, parking in the driveway instead of on the street.

Vote: The motion tied with a 2-2 vote: Mayor Pro Tem Smith and Councilmember Ladner voted in favor, Councilmembers Perryman and Howie voted opposed. Mayor Bell voted in favor breaking the tie.

Motion: Mayor Pro Tem Smith made a motion to approve the 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.*

Vote: The motion tied with a 2-2 vote: Mayor Pro Tem Smith and Councilmember Ladner voted in favor, Councilmembers Perryman and Howie voted opposed. Mayor Bell voted in favor breaking the tie.

B. Discussion of possible text amendments to Town of Weddington Unified Development Ordinance

i. Section D-917A Specific Requirements for All Residential Development: Eliminate 50-foot buffer option from UDO and require 100 ft. buffer

Mayor Bell began the discussion about eliminating the option for developers to provide a 50-foot buffer and require a 100-foot buffer.

Councilmembers discussed the options of a 100-foot buffer or a 50 foot with additional screening.

Councilmember Howie commented that the County Urban Forester explained that the smaller thoroughfare buffer provided for contiguous natural areas.

Councilmember Ladner stated support for saving the contiguous tree areas and eliminating the 50-foot option will provide for negotiation options.

Mayor Pro Tem Smith added that council should look at berms on unforested land. Council directed staff to draft a text amendment removing the option of a 50-foot buffer with additional screening from the development requirements for all residential development.

ii. Section D-607 Weddington Specific Process Steps for Legislative Decisions: Require 15 days between application submission and Planning Board presentation for conditional zoning applications

Council discussed codifying the statement on the conditional zoning application that requires 15 days between application submission and planning board presentation. Mayor Pro Tem Smith stated the need to clarify business or calendar days.

Council directed staff to draft a text amendment adding a **15-business** day requirement between application submission and Planning Board presentation.

**** ~~iii. Specific Land Use Plan Goals and Policies into UDO~~**

C. Discussion of Internal Staff Policies and Procedures

i. Limit developer presentations at Planning Board and Council vote

Council discussed limiting developer presentations at Council and Planning Board meetings.

Councilmember Howie stated support for limiting to one presentation when a project is before the council for consideration. Mayor Pro Tem Smith agreed.

Councilmember Perryman supported a maximum of two pre application presentations when there is no application before the Council for consideration.

Council agreed to limit application presentations to one in a meeting for pre-application presentation, planning board, and Council consideration. Staff will draft a policy to limit all presentations to one in a meeting .

ii. Presence of town attorney at Planning Board for development presentations

Council discussed the presence of the town attorney at the planning board meetings for development application presentation. Council agreed that attorney's presence can be at the discretion of staff or the Planning Board Chair. Ms. Wolter stated that this is standard practice in other towns.

iii. Policy for agenda and packet delivery for Council and Planning Board

Council discussed standard operating procedure for distribution of agendas to board members and the public.

Council directed staff distribute a draft agenda to the boards a week before the meeting, Wednesday packets to be distributed and by end of business Thursday the agenda would be distributed to the public

14. Code Enforcement Report

Report in the packet

15. Update from Finance Officer and Tax Collector

Ms. Gaylord gave the update: the packet includes a quarterly ARPA update. There will be an ARPA ordinance amendment and a grant project ordinance next month on the consent agenda. The Fiscal year 2023-2024 audit started today.

16. Updates from Town Planner and Town Administrator

Mr. Gordos gave a planning update:

- **Deal Lake Subdivision**

93-lot Conservation subdivision

Site Walk/ Charette: 11/28/23

Community Meeting: 5/2/24

2nd Community Meeting: 7/16/24

Planning Board: TBD

- **Rea/ Providence Subdivision**

Conventional subdivision, 54 lots

Planning Board: 6/24/24, TABLED

- **149 S. Providence Road (Empire)**

Conventional subdivision, 34 lots

Community Meeting: 6/27/24

- **7112 New Town Road**

Prop. Land Use: Churches, Synagogues and Other Places of Worship

Community Meeting: 5/22/24, 6/20/24, 9/6/2024

Planning Board: TBD

- **Deal Road (Keystone)**

Conventional subdivision, 12 lots

Community Meeting: 7/24/24

Planning Board: 9/23/2024

- **13700 Providence Road**

2 additional buildings, MX (CD) zoning

Community Meetings: 6/10/24, 8/5/24

Planning Board: 8/26/24, TABLED

17. Transportation Report

There was no Transportation Report.

18. Council Comments

Councilmember Howie: Thank you to everyone who came out. I've spent some time thinking about this: we are approaching September 11. I was sitting in a public-school classroom. Don't have words to put to it, but it is coming up and going from one of those classrooms to this small but political position within the big picture of the United States is something to reflect upon.

Councilmember Ladner: I want to make sure people are aware that every week or month someone is thankful for our staff but only in the last 45 days have I seen how much professionalism they have to maintain, knowledge of almost everything, how they don't always get treated very nicely, and I'm really appreciative and blown away at how amazing you guys are.

Mayor Pro Tem Smith: Thank you everybody that came out and stayed to the bitter end. September 11 is coming up and we will be putting flags up from Rotary Club.

Councilmember Perryman. I will echo several things already said. Thank you everybody for coming out tonight. Thank you to the staff. Darcey I couldn't have said it better. People in this town have no idea the work that you all do day in and day out and what you do to make this town run like it does and as wonderful this place is. Thank you very much. September 11. I know how my life changed and I know exactly where I was and what I was doing and where I was two months later. And we all need to remember that, and we need to remember the first responders. I saw a picture published today of a fire truck going across one of the New York bridges and that all the firefighters on the truck were lost. So, think about that.

Mayor Bell: I totally agree on September 11 and what Brannon and Jeff said. I'll say this too, about our staff. I appreciate you guys tremendously, what you do. I find myself getting more protective of you guys because I know you guys are up to your eyeballs with stuff going on because we are extremely busy. I want to say publicly thank you for what you do.

19. Enter closed session pursuant to NCGS 143-381.11 (a)(5) To establish the public body's negotiation position for the material terms of a contract

Motion: Councilmember Perryman made a motion to enter closed session at 8:45 p.m. pursuant to NCGS 143-381.11 (a)(5) To establish the public body's negotiation position for the material terms of a contract.

Vote: The motion passed with a unanimous vote.

Mayor Bell called the meeting back to order at 9:47 p.m.

20. Adjournment

Motion: Councilmember Perryman made a motion to adjourn the September 9, 2024 Town Council Regular Meeting at 9:47 p.m.

Vote: The motion passed with a unanimous vote.

Approved: _____

Jim Bell, Mayor

Karen Dewey, Town Administrator/Clerk

DRAFT



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, OCTOBER 14, 2024 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
PAGE 1 OF 12**

1. Call to Order

Mayor Bell called the meeting to order at 7:10 p.m.

2. Determination of Quorum

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

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

Visitors: Chad Emerine, Melissa Emerine, Liz Holtey, Bill Deter, Mike Morse, Larry Burton, Brian Hall, Mark Kime, Jessica Lundgren, Kim Topalian, Jordan Hudson, Dalton Cunningham, Roger Portavo, Elaine Wolfe, John Allen, Dawn Pinkston, Mike Petrizzo, Alessandro Balducci, Paula Smith, Debbie Moffat, Rusty Setzer, Van Harrell, Michael Thompson, Kristen Foxworth, Brad Helms.

3. Pledge of Allegiance

Council led the Pledge of Allegiance.

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

Staff requested to remove item 13.A. Discussion of an application by Keystone Custom Homes requesting Conditional Zoning Approval for a 12-Lot Subdivision on Deal Road.

Mayor requested to remove Proclamation P 2024-04 Designating October 24, 2024 as World Polio day be removed from consent agenda and added as item number 11.

Mayor Pro Tem Smith requested to add item 14.D.iii. Environmentally Sensitive Areas to New Business Discussion of Possible Text Amendments to the Town of Weddington Unified Development Ordinance.

Motion: Mayor Pro Tem Smith made a motion to approve the agenda as amended.
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 October WUMA meeting will be held in Weddington at 4:00 p.m. Brian Matthews will attend the November meeting to give a year end county update. That meeting will be held in Stallings at a time to be determined.

Mayor Pro Tem Smith reported on the NCDOT paving schedule of subdivision roads. He will be checking with the division engineer for any updates.

7. Presentation from Union County Tax Administrator

Vann Harrell, Union County Tax Administrator made a presentation on the 2025 property tax revaluation.

8. Project Presentation from Classica Homes-Hemby Road Project

Applicants Larry Burton and Brian Hall from Classica Homes and Mark Kime from Civil and Environmental Consultants presented the Classica proposed project for a 27 home R-CD subdivision on Hemby Road.

A. Public Comment on Presentation

Chad Emerine commented on the process that Classica has followed. He stated that he was confused with the process and if there was or would be a formal community meeting held. Mr. Emerine commented on the 10,000 square feet of neighborhood green and the setbacks.

Dawn Pinkston commented as a resident of Weddington Glen. She expressed opposition for the connection between the two neighborhoods on Dornoch Road.

Mike Petrizzo expressed his agreement with Ms. Pinkston on the connection between the two developments on Dornoch Road. He expressed his concern that the road will turn into a cut through and jeopardize kids' safety. He asked council to consider not connecting the roads.

Mr. Burton responded to the residents' concerns over the connectivity. Classica wouldn't be opposed to that road being turned into a fire access road, but the financial and upkeep shouldn't be the burden

of Classica. Mr. Burton confirmed that the setbacks are 40 feet and the buffer is 100 feet and the 10,000 square foot neighborhood green meets the ordinance requirements.

Councilmember Perryman asked for confirmation that the minimum lot size is 20,000 square feet. The applicant confirmed that the minimum lot size is 20,000 square feet. He stated that conventional subdivision requirements say the minimum lot width is 120 feet wide and conservation subdivision requirements are 80 feet wide. This subdivision has the minimum width of 112 feet.

Mayor Pro Tem Smith asked if erosion and sediment control flows to the rear of the neighborhood and is developed to the 100-year storm per code. The applicant responded that the curb and gutter captured is directed to the stormwater pond. The site will catch water from this neighborhood. He confirmed that it meets 100-year storm requirement. Mayor Pro Tem Smith asked about mass grading. Mr. Burton stated No mass grading required.

Mayor Bell commented that he heard the concerns about the connected road. He summarized a meeting with the Fire Chief stating that the access should be there for public safety, but it can be gated for emergency access.

Council continued discussion of secondary access on Dornoch Road. The applicant repeated their support of that but ask that they not bear the burden of the cost of the gate nor maintenance. Council discussed the length of cul de sac.

Mayor Bell suggested a viewshed berm to block the view and reduce noise. Mr. Burton stated his preference for that to take the dirt from the road cuts.

Mayor Bell asked Mr. Gordos how the site walk and charette weren't completed. Mr. Gordos confirmed that the order of operations did get turned around. The applicant wanted to get a feel from the council and public to see where the project would stand. Ideally, there would have been a site walk on the raw land, but this is a unique situation that it's flat and is a straight forward plan, there isn't a lot of topography to work around, so the site plan was ready to go early, which negated the need for a strict charette design.

Mayor Bell asked if there would be a community meeting. Mr. Burton stated that there was a community meeting held at the school. Mr. Gordos confirmed there was a community meeting, held on September 19th at the high school

Mayor Pro Tem Smith stated that there should be some additional conversation about the access road.

9. Public Comments

Chad Emerine: 953 Eagle Road: Mr. Emerine commented that he watched the BOCC meeting and the approval of the additional deputies for Weddington was on the consent agenda. He thanked the Council for their work getting the additional deputies. Mr. Emerine also wanted to bring the Belle Mar subdivision to the attention of council and staff. He stated his belief that there may be violations

of the UDO in the subdivision. Mr. Emerine expressed his concern over Classica missing an additional community meeting and the application process being out of order.

Kim Topalian: 130 Bluebird Lane: Ms. Topalian commented on her frustration that the developer appeared to be dictating the application process. She stated that they should follow the procedural steps in the UDO and not be out of order. Ms. Topalian also commented on the Planning Board meeting and the email the chairman mentioned that the Council received from the lobbyist group and the response from the town. She requested that the email and the response be made public because it sounded threatening. She stated that the Planning Board serves the elected officials that have been elected. Ms. Topalian doesn't want the Planning Board or the Council making decisions based on fear of legal action. She expressed that the residents have many resources to help the town legally if officials are concerned about lawsuits. She stated since the letter was put out in a public meeting, it should be shared without a record request. Ms. Topalian stated that she doesn't want developers to bully the Town Council.

10. Public Safety Report

The report is in the packet. Mayor Bell commented that residents should be sure to secure their homes and be observant.

Mayor Pro Tem Smith thanked Deputy Wrenn for apprehending a suspect in a home break in.

11. Presentation of Proclamation P-2024-04 Designating October 24, 2024 as World Polio Day

Mayor Bell read the proclamation declaring World Polio Day. Mayor Bell presented the Proclamation to the President of the Weddington Waxhaw Rotary Club Paula Smith.

12. Consent Agenda

- ~~A. Approve September 9, 2024 Town Council Regular Meeting Minutes~~
- A. Approve ARPA Grant Amendment
- B. Approve OSMB Grant Project Ordinance
- ~~D. Approve Proclamation P-2024-04 designating October 24, 2024 as World Polio Day~~

Council removed item A. September 9, 2024 Town Council Regular Meeting Minutes from the Consent Agenda.

Motion: Councilmember Perryman made a motion to approve the Consent Agenda as amended.

Vote: The motion passed with a unanimous vote.

Motion: CM made a motion to table the September 9, 2024 Town Council Regular Meeting Minutes to the November Regular Town Council Meeting.

Vote: The motion passed with a unanimous vote.

13. Old Business

14. New Business

~~A. Discussion of an application by Keystone Custom Homes requesting Conditional Zoning Approval for a 12-Lot Subdivision located on Deal Road~~

A. Text Amendment to the Town of Weddington Unified Development Ordinance Section D-917A.O. Buffering

Mr. Gordos presented the staff report: At the September 9, 2024, Council meeting, as a part of a discussions regarding changes to the Unified Development Ordinance, requested staff to prepare an amendment modifying the requirements buffering residential development from adjacent properties to a greater degree than those currently existing in code. Specifically, Section D-917A(O) allows a developer to choose between two options (“buffers”) when proposing a new development along an existing roadway. The intention is to provide screening, at developer expense, between new construction and the road with visual screening: trees and evergreens.

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.

While codified as a choice, developers are currently advised that only a 100-foot-wide buffer will be accepted under conditional zoning consideration by Town Council.

To provide clarity to Planning staff and applicants, reference to “50 feet” would be removed from subsection O. Buffering in the Unified Development Ordinance. Reference to earthen berms would also be removed, as they have been applied previously (and recently) to other residential subdivisions constructed in the Town of Weddington.

i. Public Hearing

Mayor Bell opened the public hearing at 8:21 p.m.

No one signed up to speak.

Mayor Bell closed the public hearing at 8:21 p.m.

ii. Discussion and Consideration

Mayor Bell stated his preference for a requirement for a 100-foot buffer in all development to be added to the UDO. It’s not in the current amendment before the council now.

Mr. Gordos confirmed that this text amendment is specifically removing the language allowing a 50-foot buffer option and the language prohibiting of berms as a development feature. If there are additional changes to make, Mr. Gordos stated that this was discussed by the Planning Board, if there are additional changes he stated that it is his belief is that Council may opt to make those changes.

Mayor Pro Tem Smith clarified that the language states the 100 feet is for existing woodland. The language needs to be clear that the 100 ft. is for all areas and if there is a cow pasture, it probably needs to require a berm to provide visual structure. A concept of a berm on unforested land to provide the visual barrier within the 100-foot buffer would be reasonable.

Councilmember Perryman stated that he supports what is being presented tonight, but he is not in favor of changing or adding to what is being presented tonight. If Council is making more text changes, he would prefer that it goes through the process and be sent to the Planning Board.

Council discussed adding 100-foot buffer to commercial development and requiring berms on unforested land. Staff will bring text through the amendment process.

Ms. Wolter stated that the preference would be to not change or add to the text to be voted on.

Mayor Bell commented on berms and showed visuals of preferred designs. Council directed Staff to work on language to add to the UDO for berm requirements when a development is unforested for visual aspects.

Council continued discussion of a landscaping design for required berms. Council directed staff to investigate options for landscape requirements and to draft requirements for a 100-foot buffer between commercial and residential developments.

Motion: Mayor Pro Tem Smith made a motion to approve Text Amendment to the Town of Weddington Unified Development Ordinance Section D-917A.O.Buffering 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 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 by staff.

Vote: The motion passed with a unanimous vote.

B. Text Amendment to the Town of Weddington Unified Development Ordinance Section D-607 Weddington Specific Process Steps for Legislative Decisions

Mr. Gordos presented the staff report: At its meeting of September 9, 2024, the Town Council, as a part of a discussions regarding changes to the Unified Development Ordinance, requested staff to prepare an amendment modifying the requirements of applicants who propose a conditional zoning amendment. A Conditional Zoning Application form is required in order to process any conditional zoning project such as a major subdivision (>6 units) or any nonresidential development. On Page 2 of 3 of this application, it states the following: The Zoning Administrator shall present any properly completed application to the Planning Board at its next regularly scheduled meeting occurring at

least 15 days after the application has been deemed complete and ready for submission to the Planning Board. The Planning Board, by majority vote, may shorten or waive the time provided for receipt for a completed application. The Town of Weddington Planning Board expects a full agenda, staff report, and materials packet for consideration at least five days in advance of the meeting date in order to review the information presented by the Town Planner. The Town Planner requires additional days to prepare the staff report and ensure the submitted materials are finalized. While the 15 days required in the application is intended to assist staff with enough time to create a thorough and complete staff report, the 15 days has also become an expectation of Weddington citizens in preparing to attend Planning Board meetings and knowing what items will be presented well in advance of the meeting date. To codify the existing policy (as found in the Conditional Zoning Application) into the Town of Weddington Unified Development Ordinance, so that it can be enforced as code compliance. Both elected officials and their constituents have expressed concern over 'last minute' additions to the meeting agenda. Conditional zoning has eleven steps as found in Section D-607 Weddington Specific Process Steps for Legislative Decisions. Identical text from the application form would be inserted into the UDO.

i. Public Hearing

Mayor Bell opened the public hearing at 8:36 p.m.

Chad Emerine: 953 Eagle Road. Mr. Emerine stated his support of the 15-day requirement. He wanted to clarify that it was his understanding that it was 15 working days.

Kim Topalian: 130 Bluebird Lane. Ms. Topalian clarified that the Zoning Administrator is the Planner. She commented on adding the language for working days. She asked about the Planning Board only tackling one project at a time. If the Planning is working on several project, would the Planning Board still handle one project at a time? Would there be a back log of projects?

Mayor Pro Tem Smith stated that this quantifies when the project can be on the agenda for the planning board.

Ms. Topalian wanted to clarify that if several applications come in within the 15-day requirement only one project comes before the board at a time.

Mayor Bell closed the public hearing at 8:40 p.m.

ii. Discussion and Consideration

Council discussed clarifying 15 business days.

Motion: Mayor Pro Tem Smith made a motion to approve Text Amendment to the Town of Weddington Unified Development Ordinance Section D-607 Weddington Specific Process steps for Legislative Decisions to add the language: The Zoning Administrator shall present any properly completed application to the Planning Board at its next regularly scheduled meeting occurring at least 15 business days after the application has been deemed complete and ready for submission to the Planning Board.

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 by staff.

Vote: The motion passed with a unanimous vote.

C. Discussion of possible text amendments to Town of Weddington Unified Development Ordinance

i. D-917D Mass grading

Council discussed prohibiting mass grading, amending soils, protecting existing tree canopy. Mayor Pro Tem Smith commented on the failures of mass grading and putting stronger language in the UDO to discourage it.

Councilmember Perryman referred to a presentation from the Union County Urban Forester when he specifically discussed the impact of scraping off the topsoil. Councilmember Perryman stated his support for directing staff to draft something enforceable to discourage the mass grading.

Mayor Bell discussed how to encourage developers to leave contiguous trees and protecting them with a tree survey and guidelines or oversight on trees.

Councilmember Ladner agreed that the town should take the biggest step it can to protect the trees, but first buildable land needs to be defined first.

Direct staff to research how to preserve and protect trees, investigate creating a tree ordinance and a way to enforce it. A tree ordinance to cover conservation and conventional developments.

Add requirement of tree survey.

ii. D-917A (J) Cul-de-sac length

Mayor Bell expressed his concern with the safety of the long cul-de-sac. He recounted a conversation with the fire chief who expressed concerns with the width of the streets and the overgrowth of trees impeding the ladder trucks, the cul-de-sac without enough turn radius. And the longer cul-de-sacs with no additional entrance. A 1200-foot cul de sac requires fire hydrants on either end.

Council member Perryman stated that there is no county, state, or NCDOT regulations for a minimum.

The applicant from Classica Homes stated that the standard for a cul de sac is usually based on a bus making a three-point turn, ladder trucks aren't usually considered.

Council discussed public safety aspects of the cul de sac length. They discussed a secondary access requirement with a specific number of lots.

Direct staff look at what current and customary design standards are in the county and gather any guidance that would address the fire chief's concerns. To investigate recommendations for maximum length of cul de sacs, including looking what neighboring municipalities do. Also research a street width requirement added to the UDO. Mr. Gordos clarified that the town doesn't own roads, so regulating road design isn't in the best interest of the town.

Ms. Wolter commented that there is a new law that regulates what the town can require with roads. She will review and let the Council know.

iii. Environmentally sensitive areas – in LUP. Designate and regulate

Council discussed regulation of land designated as unbuildable property as described in the Land Use Plan as deemed by the town council. Staff is directed to draft an ordinance to be consistent with the Land Use Plan.

D. Discussion of Fee Schedule

Staff has been comparing fee schedules with neighboring municipalities. There isn't a large difference across municipalities.

Council discussion increasing fees for development fees, permitting, violation fines, and others. Fees should be covering cost of decisions, reviewing, and other staff time used. Discussion continued with noting that the conditional zoning fees could be increased to match the work done, scale the fees by the size of the development. Adding fines for mass grading and destruction of tree canopy to the ordinances, including penalties and mitigation procedures. Planning staff supports higher fees.

Discussion continued around other protections in the ordinances.

Ms. Wolter suggested appointing a subcommittee of the planning board to help research, gather ordinances, and draft for text amendments.

15. Code Enforcement Report

Report in the packet. Four notices of violation were mailed last week.

16. Update from Finance Officer and Tax Collector

Ms. Gaylord gave the finance and tax update. With the next run of checks, we will have spent all the ARPA money. Next month there will be a SCIF update. The town is on track with the budget.

17. Updates from Town Planner and Town Administrator

Mr. Gordos gave the planning update.

- **Deal Lake Subdivision**

93-lot Conservation subdivision
Site Walk/ Charette: 11/28/23
Community Meeting: 5/2/24
2nd Community Meeting: 7/16/24
Planning Board: 10/28/2024

- **Rea/ Providence Subdivision**

Conventional subdivision, 54 lots
Planning Board: 6/24/24, TABLED

- **149 S. Providence Road (Empire)**

Conventional subdivision, 34 lots
Community Meeting: 6/27/24
Planning Board: TBD

- **7112 New Town Road**

Prop. Land Use: Churches, Synagogues and Other Places of Worship
Community Meeting: 5/22/24, 6/20/24, 9/6/2024
Planning Board: TBD

- **Deal Road (Keystone)**

Conventional subdivision, 12 lots
Community Meeting: 7/24/24
Planning Board: 9/23/2024
Public Hearing: 11/12/2024

- **13700 Providence Road**

2 additional buildings, MX (CD) zoning
Community Meetings: 6/10/24, 8/5/24
Planning Board: 8/26/24 – TABLED; 10/28/2024

Ms. Dewey reported that staff has received clarification on Council concerns with the UCSO contract and will forward the responses to those to Council. Also, staff has received the claim estimated for the town hall repair.

18. Transportation Report

Mayor Bell gave an update from CRTPO meetings. NCDOT is pushing construction of the toll roads/express lanes from downtown to the South Carolina border. There was discussion and push back against the toll roads.

Waxhaw Bypass came up for a vote and was rejected by the County Commissioners. Mayor Becker of Mineral Springs spoke against it. Mayor Bell also spoke against the bypass as it would increase traffic on Providence Road through Weddington. There was considerable discussion. The chairman tabled the vote.

19. Council Comments

Councilmember Ladner: I just want to thank everyone for your input because it's valued. So, whether you're listening or talking, especially all you troopers who made it through a two-water bottle, three-hour meeting, we appreciate you. Thank you.

Mayor Pro Tem Smith: Thank everybody who made it to the bitter end. And I hope y'all thought it was a productive meeting. I did. A lot of ground got covered. And again, I want to thank Deputy Wrenn for all his efforts keeping us safe. I talk to him probably every other week when he patrols through our neighborhood and usually I talk to him a little bit and I've talked to a number of neighbors in the neighborhood who really appreciate him coming through and doing patrols during the day and they see him at other times too. But I see him during the day when I'm walking my dog typically. He comes through, he creeps through. He is really looking. He's not just zooming through he is going very slowing looking for things that are suspicious. I know one thing he told me is that this gang that has been terrorizing in Mecklenburg county they call him the ghost because they can't figure him out. He caught a ghost and the guys in Mecklenburg county thought that was incredible that they caught a ghost in Union county. He does a great job and we owe him a round of thanks for what he does for us.

Councilmember Perryman: This will sound repetitive but thank you to all the folks that came out this evening, especially the ones that stayed here for our longer than usual session. It has been said before we have a lot of important information to go over. We've made progress on many things. My thanks to town staff once again. The amount of work that you all get done for the size staff we have, should impress anybody that knows anything about running an organization. You all impress me every time, all the time. And I would be remiss without mentioning the actions of our town administrator, Karen Dewey, who had the foresight to delay the town hall opening until 10 o'clock so that what you see when you walk out here happened to the side of the building, we didn't have anybody in the building and we didn't have any citizens here for town business. Karen for the "w". Good call.

Mayor Bell: I want to say thank you guys, too. You all handle a lot of stuff. I know sometimes we get on your nerves too because of being involved and sending emails all the time and whatnot so I appreciate your patience with us, and I appreciate what you guys do for us. Again, thank you guys for hanging with us. I want to back up to the crime thing. I will continue that every time I get information from law enforcement I will send it out through social media on different ones and let them know what's going on. I think it's critical that we all know what is going on and we can stick together on this until they can catch these guys and we get this thing put away. So, I won't send out stuff that will alarm people or make people nervous, but I think we all need to know what is going on.

20. Adjournment

- Motion:** Mayor Pro Tem Smith made a motion to adjourn the October 9, 2024 Regular Town Council Meeting at 9:42 p.m.
- Vote:** The motion passed with a unanimous vote.

Approved: _____

Jim Bell, Mayor

Karen Dewey, Town Administrator/Clerk

Action Items:

Staff to investigate neighboring towns restrictions on cul-de-sac lengths.

Staff investigate tree ordinances

Staff take LUP definition of Environmentally Sensitive areas/unbuildable property

Staff research and update fee schedule

Staff/Council organize subcommittee of PB to help gather ordinances and come up with drafts of amendments.

DRAFT



TOWN OF WEDDINGTON
RESOLUTION LIMITING DEVELOPMENT APPLICATION PRESENTATIONS
ON PLANNING BOARD AND TOWN COUNCIL AGENDAS
R-2024-06

WHEREAS, the Weddington Town Council wishes to provide a thorough review and discussion of all applications brought before the Planning Board and Town Council for recommendation and consideration; and

WHEREAS, the Weddington Town Council is working diligently to review and amend text in the Town Unified Development Ordinance ("UDO") to define clear and certain development standards that comply with the Town's newly updated Land Use Plan; and

WHEREAS, during the Council's regular meeting on September 9, 2024, Council considered and discussed methods pursuant to which the Town's limited staff and Council could adequately and thoroughly review and prepare development applications while diligently ensuring that the town's UDO is consistent with the Town's newly approved Land Use Plan. It was determined that limiting the number of development applications on each agenda would serve to adequately manage staff and Council's time and allow for a focused effort on the UDO update, while continuing to move development projects through the Town's processes; and

WHEREAS, the Council unanimously agreed during the meeting of September 9, 2024 establishing limits on the number of development applications to be heard at each meeting of Council and Planning Board requires clarification. Council hereby wishes to clarify its intent.

NOW, THEREFORE, BE IT RESOLVED that the Weddington Town Council does hereby establish the policy that only one development project application will be allowed on each agenda of the Planning Board and the Town Council. This policy shall begin on this date and shall be effective until revoked or amended by vote of Council.

Adopted November 12, 2024

Jim Bell, Mayor

Attest:

Karen Dewey, Town Administrator/Clerk



Municipal Law Enforcement Services Contract
Union County Sheriff's Office and Town of Weddington

STATE OF NORTH CAROLINA

COUNTY OF UNION

**CONTRACTUAL AGREEMENT BETWEEN THE TOWN OF WEDDINGTON,
NORTH CAROLINA, UNION COUNTY, NORTH CAROLINA, AND EDDIE
CATHEY, SHERIFF OF UNION COUNTY AND THE UNION COUNTY
SHERIFF'S OFFICE**

THIS AGREEMENT, made and entered into on this ___ day of _____, 2024 by and between Sheriff Eddie Cathey (hereinafter referred to as Sheriff), the Sheriff of Union County, North Carolina and Union County North Carolina (County) and the Town of Weddington ("Town"), together referred to as the "parties":

PREMISES

WHEREAS, N.C. Gen. Stat. § 160A-461, *et seq.*, authorizes the entry of interlocal contracts between local government agencies to provide local government services;

WHEREAS, the Town currently contracts with the County and the Office of Sheriff to have Sheriff Eddie Cathey provide law enforcement services to the Town;

WHEREAS, the Town wishes to continue receiving law enforcement services through an interlocal agreement between the Town, Sheriff Cathey, and the County;

WHEREAS, the Town the County, and the Sheriff believe it to be in the best interest of the citizens and taxpayers of the Town and the County to enter into this interlocal agreement solely for the purposes of providing law enforcement services to the Town;

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, County, and the Sheriff do hereby agree as follows:

- 1) **Term.** Although subject to renewal, either expressly or as provided and contemplated under this agreement, the express term of this agreement shall be as follows:
 - A. **Effective Dates.** This agreement shall be effective from July 1, 2024, through June 30, 2028 (the fiscal year of the Sheriff being defined as the period from July 1 of the current calendar year and June 30 of the next succeeding calendar year), unless renewed, extended or terminated as provided in this agreement. In the event that this agreement is amended

or modified during the term of the effective dates, unless otherwise provided, such amendment or modification of this agreement shall be deemed to relate back to the initial effective date of this agreement.

- B. **Renewal.** Contingent upon the availability of funds and mutual agreement of the Town's appropriation for Sheriff's services, this agreement may continue in effect beyond the period specified in the provision entitled, "term," pending approval and signature of a subsequent agreement for the next fiscal year after termination.
- C. **Termination; Non-Appropriation Contingency.** Notwithstanding any other provision of this agreement, either party to this agreement, either with or without cause, upon notice being served in writing to the other party of not less than 90 days prior to the effective date of such termination, may terminate this agreement either with or without announcing the cause for such termination. This agreement may be terminated immediately for breach, by written notice which documents the specific grounds for the breach, to the other parties. Upon the notice of a breach, termination will be stayed at the request of the breaching party for 30 days to resolve the breach. If at the conclusion of the 30 days, the non-breaching party finds the other party still in breach, the termination shall be effective. Payment for services shall continue up to the date of termination as specified in the notice of termination. In the event of such termination, then the obligations of each party under the terms of this agreement shall cease and become unenforceable as of the effective date of the termination. Unless otherwise expressly provided, an amendment, modification, or agreed alteration of this agreement shall not operate as nor shall it be interpreted as a termination of this agreement.

2) Purpose and Scope of Agreement. This memorandum of agreement formalizes the relationship between the Town, County, and the Sheriff in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the people of the Town.

- A. The Sheriff agrees to station a number of deputy sheriffs of various rank and supervision responsibility within the municipal limits of the Town, the numbers of which shall be set out in Attachment A.
- B. All deputies covered by this Agreement shall work a full-time, regular schedule in accordance with Sheriff's Office Standard work period. Such schedules shall be subject to all applicable leave provided under the Union County Personnel Resolution, as time-to-time established, amended, or abolished, and the requirements of State and Federal law. Leave taken pursuant to the Union County Personnel Resolution or other applicable law shall not entitle the Town to a refund in costs or a replacement or substituted deputy sheriff. It is the intention of the parties that the schedule of hours worked within each cycle shall be determined by the Sheriff or his designee.
- C. All deputies assigned to work pursuant to this agreement shall patrol within and answer calls within the municipal limits of the Town, except, that any deputy may answer a call for service outside the town when responding to a priority call outside the municipal limits; or upon the order of the Sheriff or his designee.

- D. All deputies assigned to the Town under this Agreement shall be certified criminal justice officers, holding current certification from the North Carolina Sheriffs' Education, Training, and Standards Commission, pursuant to Chapter 17E of the North Carolina General Statutes.
- E. The Sheriff will use good faith efforts to provide law enforcement officers to the Town pursuant to this Agreement who are qualified to provide law enforcement services in a manner consistent with customary law enforcement standards and practices.
- F. Each deputy sheriff assigned to the Town pursuant to this Agreement shall, at all times, be an employee of the Union County Sheriff's Office, and at no time an employee of the Town. All deputy sheriffs assigned to the Town under this Agreement remain under the control and supervision of the Sheriff and/or his designee, and subject to Sheriff's Office Policy and Procedures. Any Town policies or procedures are not applicable to Sheriff's Office personnel. No Town personnel shall have the right or authority to control, direct, supervise, activities of the Deputy Sheriffs assigned to the Town under this agreement.
- G. The County shall be solely responsible for paying compensation to the deputy sheriffs assigned to the Town under this Agreement and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs to which they are entitled pursuant to Union County personnel policies and procedures.
- H. All calls for service, dispatch, complaint, special request, or duty assignment shall be administered through the official channels of the Union County Sheriff's Office pursuant to Sheriff's Office Policy and Procedure.
- I. Any and all vehicles and other law enforcement equipment purchased pursuant to this Agreement shall be the property of the County for use by the Sheriff for law enforcement purposes.
- J. The Town agrees to pay the County an annual amount equal to Ninety Percent (90%) of the County's cost of providing services pursuant to this Agreement, which annual amount shall cover services on a fiscal year basis, July 1 to June 30, which amount shall be referred to as the "Contract Price." The County's cost shall be determined annually by the Union County Finance Division, in cooperation with the Sheriff's Office, on the basis of an average unit cost per deputy sheriff. Not later than March 31 of each year, the County Budget Office shall provide to the Town, in writing, an estimated Contract Price for the upcoming fiscal year, with a final Contract Price to be provided to the town no later than the date that the County approves its next fiscal year budget. In no event shall the final Contract Price exceed the estimated Contract Price. The Contract Price shall be paid by the Town, in advance, in four equal instalments on the first day of each calendar quarter, without receipt of invoice or other notice from the County that quarterly payment is due.

- K. The total cost as calculated by the county shall include the cost of all equipment and vehicle needed to properly outfit a deputy sheriff.
- L. If a deputy sheriff position(s) assigned to the Town under this Agreement is left vacant for more than 45 consecutive days, and the Sheriff does not temporarily assign another deputy to fill the vacant position, beginning on the 46th day of vacancy, the County shall prorate the cost billed to the Town for the vacant deputy sheriff position for so long as the vacancy persists. Any prorated amount reducing the Town's obligations under this provision shall be credited to the Town's next scheduled quarterly payment.
- M. The Town agrees to report immediately to the Sheriff any misconduct, improper conduct, or illegal conduct of any deputy sheriff assigned to the Town under this Agreement.
- N. In the event the Sheriff, County, and Town have successfully obtained any grant funding, federal or state in nature, to assist in the provision of law enforcement services under this Agreement, the parties mutually agree that all parties will adhere to the applicable grant terms and will cooperate to ensure that all grant monies are utilized consistent with applicable law and the terms of the grant.
- O. Nothing in the performance of this Agreement shall impose any liability on the Town, County, or Sheriff other than claims for which liability may be imposed by applicable law.

3) Notices and Designation of Contact. Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

<u>For the Town:</u> Town Administrator 1924 Weddington Rd. Weddington, NC 28104	<u>For the Sheriff:</u> Sheriff Eddie Cathey 3370 Presson Road Monroe, NC 28112	<u>For the County:</u> County Manager 500 N. Main St., Ste. 918 Monroe, NC 28112
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4) Performance. Each party to this agreement shall perform the duties, covenants and obligations expressed as well as those implied or constructive conditions reasonably inferred from the purposes, terms and responsibilities expressed in this memorandum of agreement. Each party shall fully and in good faith execute such duties, obligations, covenants and conditions and shall act in good faith in providing timely, effective, and efficient performance. The Sheriff's Office shall continually monitor, assist and direct Town with regard to the subject matter, substantive and procedural aspects of performance under this agreement to assure compliance with all pertinent laws, rules, regulations of the governmental and non-governmental commissions or agencies whose standards the Sheriff has adopted or to which the Office of Sheriff adheres, particularly those of PREA. In the event that the Sheriff or his

designee shall discover non-compliance, it shall be the obligation of the Sheriff to give notice and to seek remediation and to make report thereof to the appropriate agency or authority.

- 5) **Forum Selection.** The venue for initiation of any action arising under, through, or by virtue of this agreement or related to the agreement, shall be in the Superior Court of Union County, North Carolina, and no other place, venue or court.
- 6) **Compliance with Law, Regulations, Policies, Standards, and Directives.** Having due regard to the foregoing, parties to this agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of Chapters 14, 15A, 115C, 122C , 153A, 160A and 162 of the North Carolina General Statutes, and, in particular, but without limitation, Article 3 of Chapter 114 of the North Carolina General Statutes; and all equal employment laws, and other applicable law as well as all applicable State and Federal laws and regulations as well as applicable ordinances of local government, especially those of the County of Union, and particularly including, but not limited to DCI, CJIS, and related provisions of law as well as the policies, directives of the Office of Sheriff and applicable standards, specifically including, but not limited to its CJIS policies and directives, the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99; and shall cause to be executed any further assurances, and the like, requisite to compliance with the same.
- 7) **E-verify Compliance.** The parties shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the contractor as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the other party to this agreement. The failure of the other party to this agreement to comply with this section of this agreement or with the requirements of Article 2 of Chapter 64 of the General Statutes is and shall be a material breach of this agreement, and shall subject the breaching party to the payment of damages to the aggrieved party or to specific performance or other injunctive relief as well as the recovery of damages, costs, and counsel fees.
- 8) **ADA Compliance/Non-Discrimination/Anti-Retaliation.** Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this agreement, and shall conform to and comply with the anti-retaliation policies adopted by the Sheriff of Union County.
- 9) **No Derivative Right or Liability.** There shall be no third-party beneficiary or any right to any person or entity other than the named parties to this agreement.

10) Amendment or Modification. This Agreement may be modified or amended by mutual consent of all parties as long as the amendment is executed in the same fashion as this Agreement. Unless otherwise specifically agreed in writing such amendment shall not operate as or be interpreted to be a termination of this agreement, and it shall continue in effect except as necessarily or expressly modified through such amendment.

11) Partial Invalidity. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

12) Other and Further Assurances. In order to give effect to the purposes and terms of this agreement, the parties agree to promulgate and execute such other document or other and further assurances, certificates, agreements, memoranda or the like which may reasonably be required to give effect to this agreement, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

13) Binding Effect. The agreement reflected or contemplated under this memorandum and any documents contemplated under it shall supersede all prior agreements with respect to the terms and conditions of this Agreement.

14) Parties' Liability

- A. Each party to this agreement will be responsible for its own actions in providing service under this agreement and shall not be liable for any civil liability that may arise from furnishing of the service by the other party. Nothing in the performance of this agreement shall impose any liability for claims against the UCSO other than claims for which liability may be imposed by applicable law.
- B. Nothing in the performance of this agreement shall impose any liability for claims against Town or County other than claims for which liability may be imposed by applicable law.
- C. By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further this agreement shall not create any rights in any party not a signatory hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY SHERIFF

TOWN OF WEDDINGTON

Eddie Cathey
Sheriff of Union County

Karen Dewey
Town Administrator

UNION COUNTY

Brian Matthews
County Manager

ATTEST:

Clerk to the Board of County Commissioners

Town Clerk

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

Union County Finance Officer

Town of Weddington Finance Officer

Approved as to Legal Form

County Attorney

Town Attorney

Sheriff's Attorney

ATTACHMENT A:

The parties to this agreement agree that the Sheriff shall provide up to five (5) sworn deputy sheriffs to provide the law enforcement services described in the agreement to the Town. The Town shall designate the number of deputy sheriffs to be provided when the monies owed to be paid under the agreement have been appropriated in sufficient amounts to satisfy the Town's obligations under the agreement.



TO: Town Council

FROM: Karen Dewey, Town Administrator/Clerk

DATE: November 12, 2024

SUBJECT: Discussion and Consideration of Response to RFQ for site planning and construction design services

Staff sent out an RFQ for site planning and construction design services for the Town Park property. The scope of work included a summary of amenities and design requirements to be included, a phasing plan, and cost estimates.

Staff posted the RFQ on the town website, sent to 2 contacts at qualified design firms, and received 1 response in return (attached). The RFQ was posted on October 11, 2024 and the response deadline was October 25, 2024.

Staff is looking for direction to either enter into a contract negotiation with the responding firm, Summit Design and Engineering Services or reposting the RFQ for an additional two weeks' time to allow for additional responses.

Attachments:

Request for Qualifications

Response from Summit Design and Engineering Services.

Town of Weddington
Request for Qualifications
Site planning/Construction Design Services
Town Hall Park

1. Pursuant to North Carolina General Statutes 143-64.31, the Town of Weddington is soliciting statements of qualifications from engineering and design firms to create a site plan and construction drawings. The Town of Weddington anticipates awarding a contract promptly for the services required.

2. The Town will select the best overall proposal using the procedures set out in NCGS 143-131. The Town reserves the right to reject any and all proposals and to waive informalities. A team of town staff will select the most qualified firm to recommend to the Town Council. This RFQ provides information on the services being sought, the submittal requirements and timeline. A copy is available on the Town website at www.townofweddington.com.

3. Bids must be received by October 25, 2024 at 3:00 p.m. 3 hard copies shall be submitted along with a digital copy to the address and email below.

Town of Weddington
Karen Dewey, Town Administrator/Clerk
kdewey@townofweddington.com
1924 Weddington Road, Weddington, NC 28104

4. Any questions must be received in writing before October 18, 2024 by 5 p.m. Questions received after this date may not receive a response. Questions should be directed to the contact above. All written questions will be posted in an addendum on the town website.

5. This RFQ does not obligate the town to pay any costs incurred by respondents in the preparation and submission of a response.

6. This RFQ does not obligate the town to accept or contract for any expressed or implied services.

7. The design team shall indemnify and hold harmless the town of Weddington and its officers, agents, an employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason any act of the design team, its agents or employees in the performance of the contract.

8. The Town reserves the right to reject any and all submittals and to terminate the RFQ at any time.

Attachments:

Scope and submittal requirements
Form of Contract
E-Verify

Attachment 1 Scope and Submittal Requirements

Project Site: The subject property is Union County Tax Parcel Number 06150058. Bordered on the south by an access road to the shopping center, on the east by Weddington Matthews Road, the west by Weddington Corners Shopping Center, and to the north is private property. The 3.296 acres located at 6924 Weddington Matthews Road is adjacent to the Town Hall and was purchased by the Town in 2017. The property was previously a single-family residence and would serve as an idyllic park. Over the last 7 years, the town has received input from elected officials and residents on ideas to be included in the park.

Scope and requirements: The Town of Weddington is soliciting proposals from firms to specifically prepare a site plan for conditional zoning, construction drawings, documents and cost estimates for the development of the parcel of land described above. The goal will be to assist the Town in placing amenities and phasing development to create a space for a community events and a recreational park.

- The plan must clearly define findings and recommendations with graphic illustrations. The plan will make the most of the terrain, limiting grading activity and preserving trees. The plan will outline build phases.
- A site plan will be presented to the Planning Board and Town Council for conditional rezoning
- Develop a complete project cost estimate to include all required services, costs and contingencies
- Complete the plan and development drawings and specifications for the project that meet all local code requirements. Plans must be sealed by a design professional in the State of North Carolina.
- Provide a construction phasing plan for consideration.

The plan will include:

- Design will reflect the rural aesthetic of the Town of Weddington
- Grading and construction for amphitheater with covered stage area approximately 50 feet wide by 28 feet deep including enough space to accommodate “back of house” needs with grading for lawn seating.
- Fence around park perimeter with large entrance gate.
- Outbuilding with Family style Restrooms-ADA accessible facilities, with capability for expansion
- Pads for food trucks with power and water hook up
- Accessible Walking path around park perimeter
- Lights and security cameras
- Picnic tables/benches
- Handicapped accessible parking spaces (2-3) along access road

- Inclusive play space for children designed to reflect rural aesthetic of the town

Proposed Timeline:

Issue RFP: October 11, 2024

Deadlines for Questions: October 18, 2024

Response Deadline: October 25, 2024

Anticipated Award Date: November 12, 2024

Attachment 2 Form of Contract

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made and entered into to be effective _____, 2024 ("Effective Date") between **Town of Weddington** ("the Town") and **[Full Legal Name of the Service Provider]** ("the Service Provider"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

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

The term of this Contract shall be from the Effective Date until _____.

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

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

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

which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

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

[Full Legal Name of the Service Provider]

the Service Provider Name

Signature of Authorized Representative

Date

the Service Provider's Federal Identification #

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

Town of Weddington

Owner

Signature of Authorized Representative

Date

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

Finance Director

Date

Attachment A

Standard Terms and Conditions (Service Contracts)

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

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

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

contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Service Provider specifically waives any claim for interest.

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

28. Use of Federal Funds. If the source of funds for this Contract is federal funds, all applicable federal laws, regulations and provisions apply, specifically including (without limitation) the following federal provisions that apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

EXHIBIT 1

**INSERT SCOPE OF WORK TO BE FINALIZED UPON AGREEMENT BY SELECTED
CONTRACTOR AND TOWN OF WEDDINGTON**

Title of Officer

Attachment 3 E-Verify

**TOWN OF WEDDINGTON
E-VERIFY AFFIDAVIT**

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

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

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

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

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

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

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

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

Specify subcontractor: _____

This the _____ day of _____, 2024.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2024.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____



SITE DESIGN AND CONSTRUCTION SERVICES

Town of Weddington



Introduction

October 25th, 2024

Title: Town of Weddington Request for Qualifications Site Planning/Construction Design Services

Attn: Karen Dewey, Town Administrator/Clerk

Ms. Dewey,
Summit Design and Engineering Services is excited about the opportunity to collaborate with the Town of Weddington. With a commitment to innovation, excellence, and resilient solutions, our team brings extensive experience and a passion for creating impactful projects. We look forward to partnering with Weddington to bring this project to life and contribute to the town's continued growth and success.

WE ARE PREPARED

After thoroughly reviewing the RFQ, we understand the goals of this project and are confident in our ability to deliver the services you require. We recognize that what matters to the Town of Weddington is equally important to us. We are committed to taking the time to fully understand Weddington and its unique needs. With Weddington's slogan, "Rural Living Redefined," guiding our efforts, we will work closely with you to develop a site plan that preserves the community's charm. Our extensive experience in creating site plans, developing construction phasing plans, and prioritizing accessibility for citizens demonstrates our readiness to undertake this significant project.

WE ARE EXPERIENCED

With experience in throughout North Carolina, we have the experience and capacity needed to complete this project. This experience includes working on community centers, parks, subdivisions, credit unions, and multifamily developments.

WE ARE A STRONG TEAM

We believe in collaboration and enjoy continuously working with municipalities to complete projects successfully. Our team is full of communicators, collaborators, and quick thinkers whose decades of combined experience create the perfect team to work with the Town of Weddington. I will act as your project manager. I have over 12 years of landscape architecture experience. During this time, I have a record of creating several award-winning projects throughout North Carolina. Timothy Guadagno, PLA will assist me. Timothy will act as our quality control manager and has 12 years of experience. Timothy's experience in effectively communicating with clients will make his role invaluable for this project.

Summit is prepared to take on this project and is looking forward to the opportunity to collaborate with the Town. Our goals and extensive experience align with Weddington's needs. We are confident that we can quickly meet and surpass all your goals and expectations.

Thank you for allowing us to submit our qualifications and considering our proposal for the Site Planning and Construction Design Services project. Please do not hesitate to reach out with any questions, and we look forward to partnering with the Town of Weddington.

Best,

Zack Cebenka, PLA
302-545-1975
zack.cebenka@summitde.com





Firm Profile

Summit Design and Engineering Services Company Background

Summit was originally founded in 1997 under the name of Callemyn-Parker, Inc., when CEO Jim Parker, PE, PLS, and Land Surveyor, Alois Callemyn, combined their resources. While our firm has grown over the years, we have remained a nimble architectural and engineering firm structured to adapt quickly to our clients' needs. We look at the requirements of every project and match each opportunity with a motivated team of highly qualified professionals.

With our progressive capabilities, we now provide 14 comprehensive services to our clients and invest in our projects from their beginning design through construction. Throughout North Carolina, we have expanded geographically to meet our clients where they are located.



430+ Employees
3 Professional Landscape Architects
 6 Registered Architects
 50 Professional Engineers
 15 Professional Land Surveyors



700+ Municipal Projects
 From Parks, Community Centers, Trails, and more

PROVIDING OUR CLIENTS WITH 14 DIVERSE SERVICES



Architecture



Construction
 Materials Testing &
 Special Inspections



Construction
 Services



Geotechnical
 Engineering



Industrial
 Coatings



Landscape
 Architecture



Land
 Development



Planning



Maintenance
 Management



Structural
 Engineering



Surveying
 & Geomatics



Traffic/ITS
 Systems



Transportation
 Design



Water
 Resources



Team Profile

Landscape Architecture Team

Our Landscape Architecture team is involved with projects from the client kick-off meetings to help with initial site layout and design, factoring elevations and grading, circulation, utilities, and regulatory requirements. The team enjoys collaborating with architects and civil engineers to design sustainable and appealing environments that create meaningful spaces for the community to enjoy for years to come.

Summit's Land Architecture team carefully considers each project individually as we understand every project is unique to its location, client goals and objectives, program, and overall desired result. We also focus on environmental benefits and how to restore local and regional ecosystems to better serve the ecological sustainability of each built project and its impact on its surroundings, how each project impacts the surrounding ecology, land uses, landowners, and greater community to create a project that fits.



Landscape Architecture Team Capabilities

- // Site Analysis
- // Master Planning
- // Campus Design
- // Park/Greenway Design
- // Roof Gardens
- // Urban Street Scape and Plaza Design
- // Land Planning

Personnel and Resumes



Zack Cebanka, PLA
Project Manager



Timothy Guadagno, PLA
QA/QC Manager



Logan Johnson, PE
Civil Engineer



Charlotte Kennedy, PLA
Landscape Architect



**Michael Celauro, RA,
AIA, NCARB**
Principal Architect



**Barbara Wagner, RA,
AIA, LEED AP**
Architect



Zack Cebenka, PLA

Project Manager

About

Zack has a deep appreciation for parks and recreational open spaces. Growing up in rural Pennsylvania, he quickly recognized the positive impact that public parks and recreational areas can have on individuals and communities.

As a Landscape Architect with over 12 years of experience in design and construction, Zack has contributed to public parks and playgrounds in Philadelphia, sustainable green initiatives, and a wide range of projects, from large-scale master planning to high-end residential designs. He is passionate about creating sustainable, functional, and aesthetically pleasing spaces, consistently achieving ambitious goals. His portfolio includes award-winning projects that emphasize creativity, functionality, and environmental responsibility.

Zack began his career in Philadelphia, focusing on green stormwater infrastructure and restoring ecosystems while enhancing usable open spaces and supporting surrounding communities. He carries this ethos into every project he undertakes. Committed to creating meaningful community spaces, parks, and recreational areas, his work seeks to harmonize environmental stewardship with community well-being. Zack will serve as the project manager and the Town's primary point of contact.

Project Experience

- Jones Ferry Live-Work Development -Town of Carrboro
- Jay Street Affordable Housing
- Tupelo Junction
- Village at Homewood Point Senior Apartments
- Bear's Smokehouse BBQ*
- The Asheville Outpost*
- WMC The Basket at the Center for Craft*
- Wicked Weed Brewing Funkatorium and Brew Pub Outdoor Spaces*
- Washington Crossing Master Plan*
- Atelier Maison*

* = denotes project completed with prior firm

Education

B.S. Landscape Architecture - West Virginia University

Registrations

Professional Landscape Architect (NC)
No. 2326



Timothy Guadagno, PLA

QA/QC Manager

Education

B.S. Landscape Architecture - North Carolina State University

Registrations

Professional Landscape Architect (NC)
No. 2028

About

With over 14 years of experience working on both public and private jobs, Tim serves as the Principal Landscape Architect and works on parks, higher education, healthcare, senior living, commercial, retail, and mixed-use projects. He is responsible for client contact, determining the scope of work, preparation of proposals, preliminary site planning, master plans, grading plans, amenity & landscape architectural design, amenity & sign detailing, site construction details, and construction observation, along with supervision of staff through schematic and construction document process. Tim works on many projects, from initial kickoff with clients and beyond ribbon cuttings to one-/two-year post-construction landscape and site reviews. Tim will be responsible for maintaining quality assurance and timeliness.

Project Experience

- Jones Ferry Live-Work Development - Town of Carrboro
- Town of Matthews - Outen Pottery Park
- Town of Jacksonville - One Place Children's Hospital
- Town of Stokesdale - Jacobs Creek Parks and Subdivision
- City of Winston-Salem - Merchel Park*
- Forsyth Country Club Pickle Ball Courts*
- City of Winston-Salem - Bailey Park

* = denotes project completed with prior firm



Logan Johnson, PE

Civil Engineer

Education

B.S. Civil Engineering - University of Tennessee Knoxville

Registrations

Professional Engineer (NC) No. 053343

About

Logan has 12 years of experience encompassing various aspects of Civil Engineering & Land Surveying. He has a wide breadth of experience in both private and public land development, including roadways, greenway trails, parks, site design, grading, drainage analysis & stormwater conveyance, stormwater quality & low impact development (LID), erosion control, and utilities.

Logan leads our Asheville office's engineering efforts. He works closely with our architects to ensure any site design requirements are seamlessly integrated into the vertical improvements, resulting in a visually and functionally cohesive experience.

Project Experience

- Town of Matthews - Outen Pottery Park
- Town of Jacksonville - One Place Children's Hospital
- Town of Stokesdale - Jacobs Creek Parks and Subdivision
- Shooks Run Multi-Family HUD Apartments
- Village at Homewood Point Senior Apartments
- River Village Housing Development



Charlotte Kennedy, PLA, SITES AP

Landscape Architect

About

Charlotte brings over three years of experience in environmental site analysis, conceptual design, graphic communication, and sustainable practices. As a certified SITES Accredited Professional, Charlotte offers an understanding of sustainable design in terms of plant selection, hardscape materials, construction practices, green stormwater capture and treatment, and long-term site management. She will collaborate with the project team on design and advise on available sustainable green practices that can be implemented into the design.

Education

M.S. Landscape Architecture - North Carolina State University

B.A. Business - Covenant College

Registrations

Professional Landscape Architect (SC)
No. 1687

American Society of Landscape Architects #1176636

SITES AP No. 00003784

Project Experience

- Town of Matthews - Outen Pottery Park
- Jones Ferry Live-Work Development - Town of Carrboro
- Town of Hillsborough - Greenway Feasibility Study
- Town of Emerald Isle - McLean-Spell Park Master Plan
- Town of Jacksonville- One Place Children's Hospital
- Town of Stokesdale - Jacobs Creek Parks and Subdivision



Michael Celauro, RA, AIA, NCARB

Principal Architect

About

Michael brings over 13 years of architectural and project management experience, eight of which have been with Summit. His passion centers around cohesive and fully coordinated projects. He is a creative thinker, always thinking outside the box to solve problems. He approaches all projects, no matter the size, with vigor, focused on one thing: providing Clients with excellent service. He specializes in managing projects from early concept through final closeout, ensuring all project team members, consultants, vendors, and, most importantly, the Client are informed the entire time. Michael is most known for his responsiveness, collaboration, and attention to detail. His successful project management record and strong relationships make him the backbone of most projects.

Education

Master of Architecture - Roger
Williams University

B.S. Architecture- Roger
Williams University

Registrations

Registered Architect (NC) No. 14673

Project Experience

- City of Fayetteville - Mabel C. Smith Community Center
- City of Creedmoor - Lake Rogers Park
- Greene County Operations Center
- Red Mountain Baptist Church Community Fellowship Hall
- Waterstone Community Restrooms
- NCDOT I-26 Rest Area



Barbara Wagner, RA, AIA, LEED AP

Architect

Education

M.S. International Relations - Troy State University

B.S. Architecture - University of Notre Dame

Registrations

Registered Architect (NC) No. 12720

About

Barbara has 30 years of experience working on land management, administrative and maintenance buildings, visitor centers, and pedestrian upgrades. She is well-versed in designing for a variety of climates and building types.

Barbara is passionate about design and finds the sweet spot between inspirational and practical to create spaces that make people happy and more productive. The built environment allows them to do what they do functionally and efficiently in a beautiful place. As a LEED-accredited professional, Barbara also seeks to make each structure sustainable and environmentally-friendly.

Project Experience

- City of Fayetteville - Mabel C. Smith Community Center
- Town of Matthews - Outen Pottery Park
- NCDOT I-26 Rest Area

Jacobs Creek Park and Subdivision

Stokesdale, NC



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Project Description

Summit has completed due diligence studies + conceptual master plans and is now working on a multi-phased construction documents set. The project includes a mixed-use development incorporating commercial spaces, 1,600 single family lots, townhomes, amenity spaces, and a community park.

The construction drawings include utility extensions, bridges over an existing highway, topography, wetland and streams, FEMA floodplain crossing, buffer zones, and connectivity throughout the larger neighborhood and its parks. Summit has driven coordination with NCDOT and local municipalities during the preliminary, construction drawings, and permitting processes for the client.



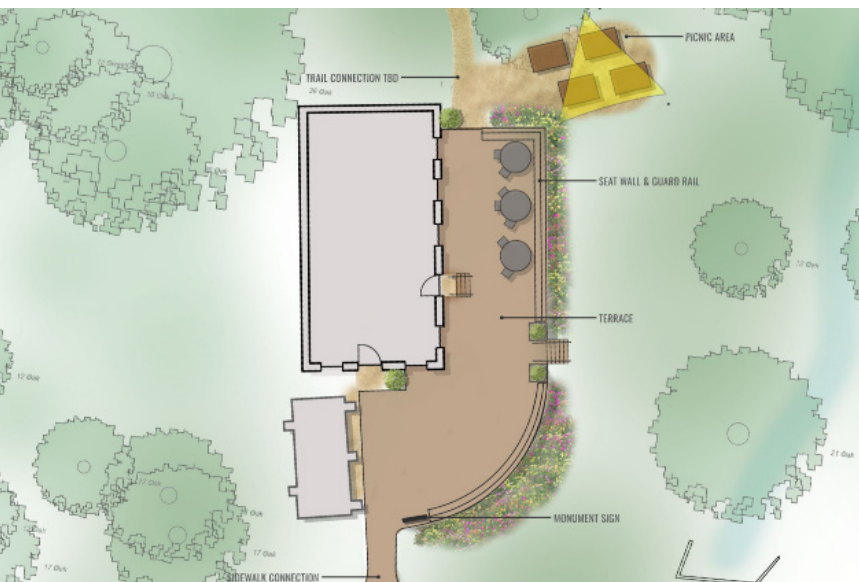
Outen Pottery Park

Matthews, NC



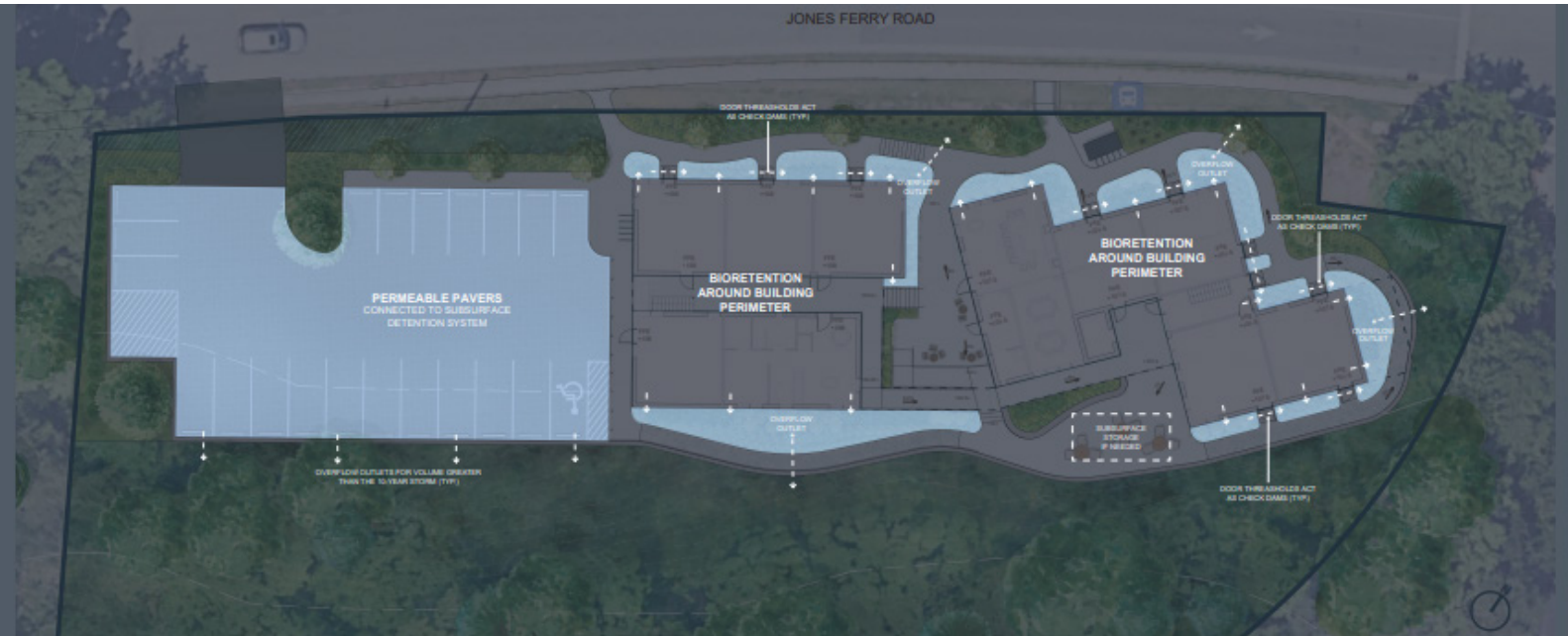
Project Description

The Outen Pottery facility located in Matthews is a significant historical gem for the Town and the region. Summit was selected to provide landscape design and hardscape design for surrounding acreage to better support an educational facility. Summit also came alongside the Owner's museum consultant to design the structural repairs, ADA and code compliance issues, and electrical modifications. The early 1950s vintage structures were in decent condition but not quite stable enough for public occupancy. Careful site investigation coupled with historically sensitive and creative modifications will allow these buildings to have a renewed life and again be an active part of the community. The 'new' site is an educational experience, as well as a celebration of the mid-century pottery-making business. This project is currently going through Mecklenburg County review and approval.



Jones Ferry Live Work

Carrboro, NC



Project Description

Summit's Landscape Architecture team provided conceptual design studies for this Live-Work building in Carrboro. The client wanted to use only Green Stormwater Infrastructure and practices to deal with all rainwater on site. We provided a plan that included permeable paver's and ungrounded infiltration, bio-swales for sidewalk and roof runoff, and laid out future EV chargers for cars and bicycles. Edible garden plantings near outdoor patio spaces, along with multiple patio area designs, were also provided to the owner for review and implementation into future construction drawings. Overall site grading with a focus on ADA users' experience throughout while minimizing impacts to the existing tree canopy and stream on site.



State Employees Credit Union Raleigh Midtown Market Avenue Trail

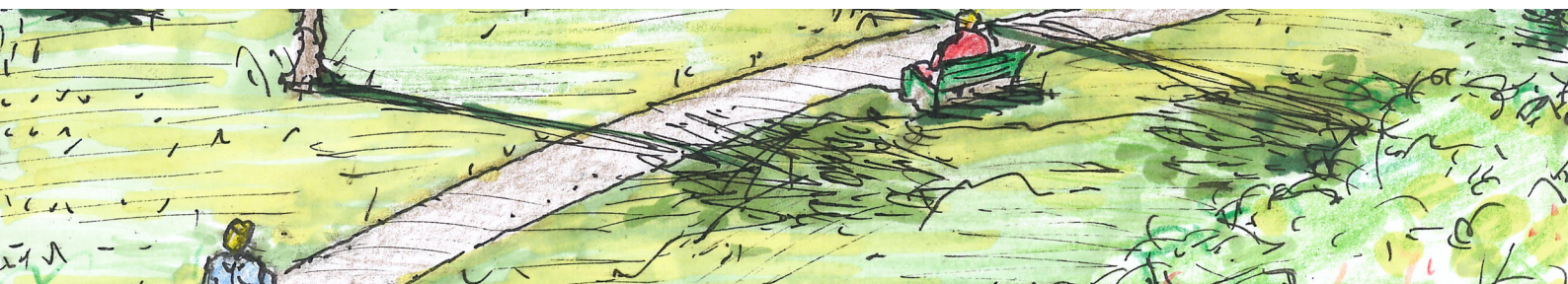
Raleigh NC



Project Description

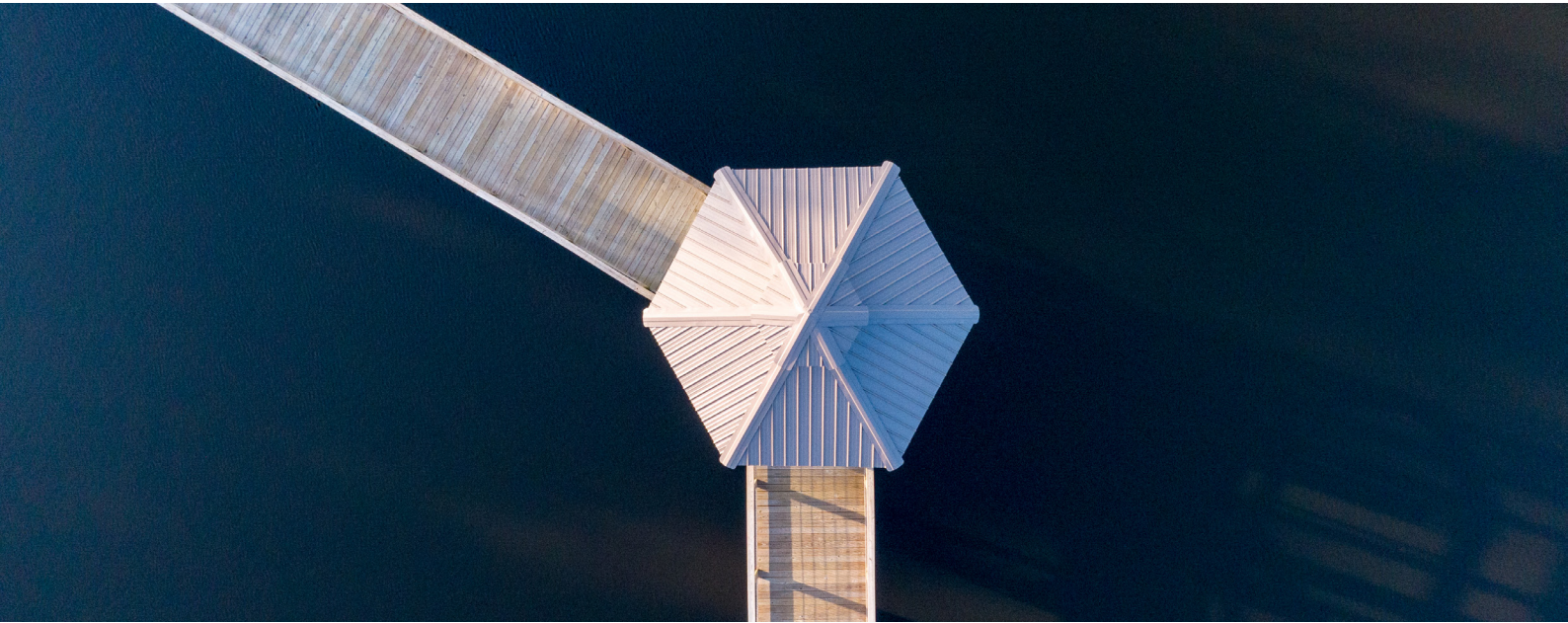
Like many municipalities throughout the Southeast, Raleigh is experiencing significant development, and the Midtown Market Avenue area is a prime example of that. We were excited to be able to contribute to the quality of life of the neighborhood by including a nature trail in the local SECU project. Summit is the design team for dozens of SECU projects across the state.

The trail met the open space amenity requirements of the UDO, and it took advantage of the unique characteristics of the site. Because there was space along the ravine behind the credit union, we were able to provide a trail with views across the ravine. It will benefit the customers and staff of the credit union as well as the residents of the multiple apartment complexes being built along that stretch of Midtown Market Avenue. The 720-foot-long walking trail loop leads from the public sidewalk back toward the ravine. Benches are sited with views over the ravine to offer places to rest and take in the view.



Lake Rogers Park

Creedmoor, NC



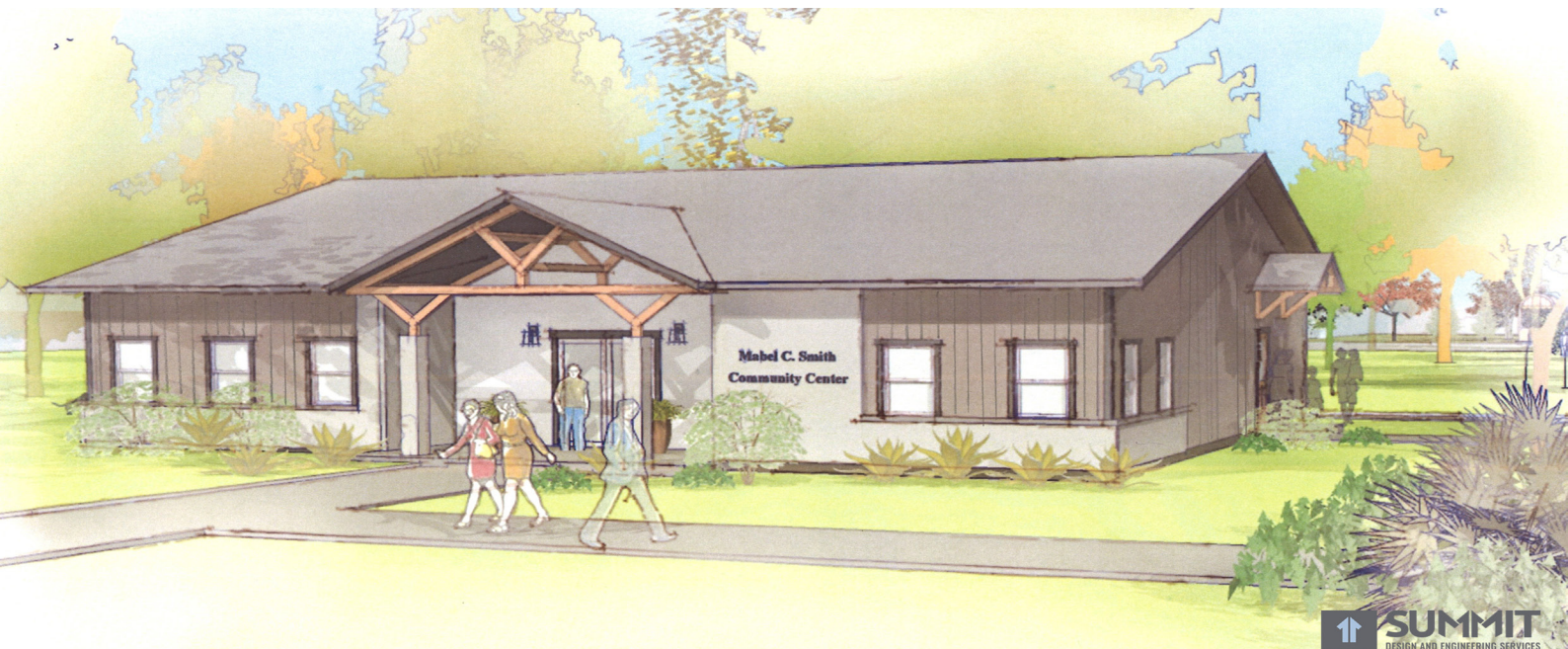
Project Description

The City of Creedmoor selected Summit to provide site design, construction administration, materials testing and inspection, architecture, structural engineering, and surveying services for improvements to Lake Rogers Park. Our new plan refreshes the existing features in the park while expanding parking and adding new walking trails. New shelters were constructed for park events and gatherings, and the park now has a floating dock and fishing station for water activities. An existing water treatment facility already forms a natural amphitheater which we took advantage of in our new designs.



Mabel C. Smith Community Center

Fayetteville, NC



Project Description

Summit provided design services for a residential community center in Fayetteville. The overall design unified separate site elements into a cohesive whole that better serves the community users with convenient parking and easy access to several amenities while also preserving the beautiful natural setting. The community center provides a large multipurpose room with supporting spaces. It has a full residential kitchen, a large pantry, table & chair storage, an office, and MEP space. The design capitalized on a structural insulated panel building provided by the Owner. Selective design adjustments reduced costs, improved thermal performance and aesthetics, and reduced future maintenance issues.



Project References

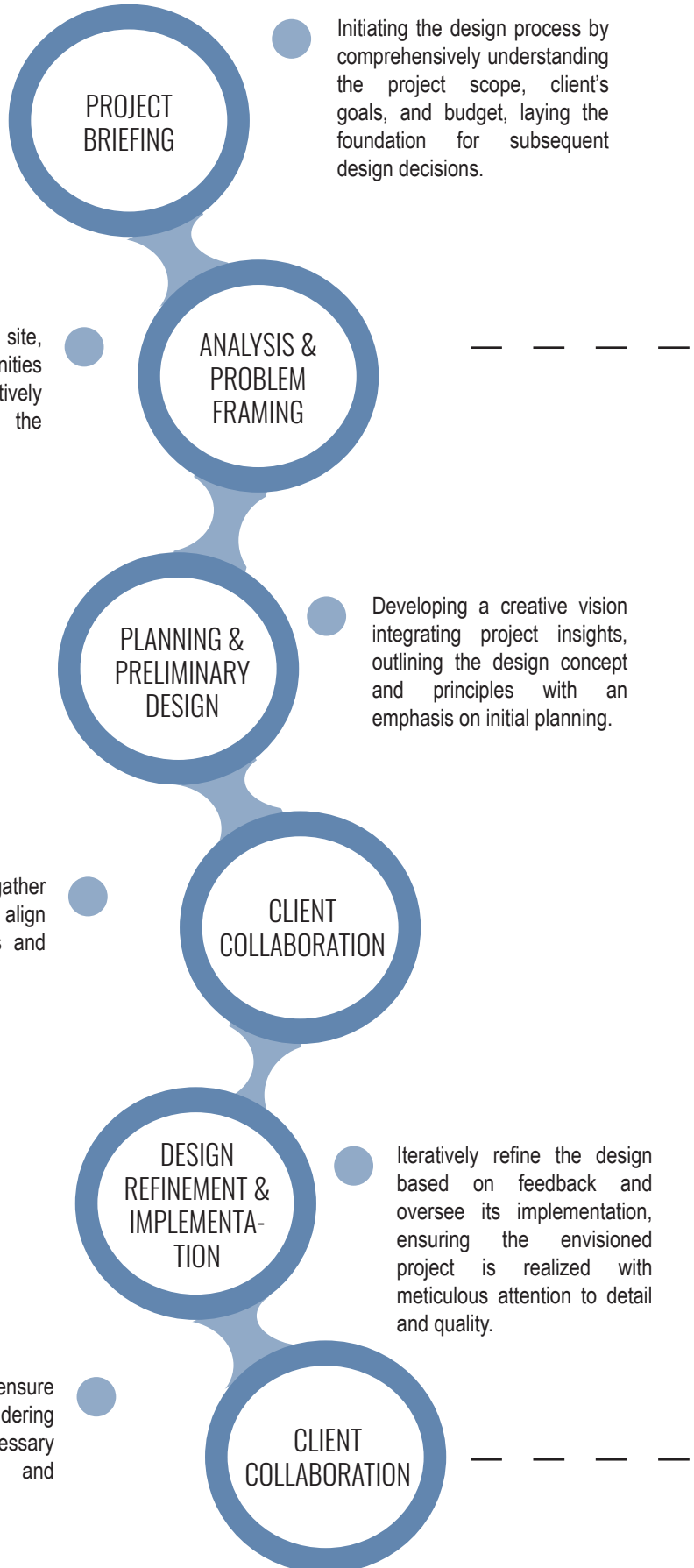
Jacobs Creek Due Diligence
Drew Kirchner - LGI Homes
910-886-9775
drew.kirchner@lgihomes.com

McLean-Spell Park Master Plan
Candace Dooley - Director of Parks &
Recreation
252-354-3424
cdooley@emeraldisle-nc.org

Lake Rogers Park
Steve Edwards - City of Creedmoor
919-764-1036
sedwards@cityofcreedmoor.org



PROJECT DESIGN FRAMEWORK



REFRESH WITH THE START OF EACH NEW PHASE, REFINING AND HONING THE PROJECT EACH TIME

Attachment 3 E-Verify

**TOWN OF WEDDINGTON
E-VERIFY AFFIDAVIT**

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

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

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

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

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

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

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

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

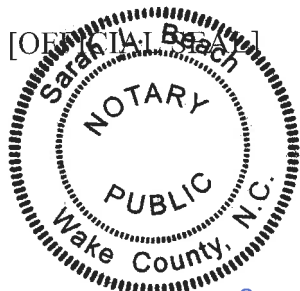
Specify subcontractor: _____

This the 23 day of October, 2024.

Shane Parker

Affiant

Sworn to and subscribed before me, this the 23rd day of October, 2024.



Sarah L. Beach

Sarah Layton Beach, Notary Public

My Commission Expires: 9-18-2028



TO: Planning Board
FROM: Gregory Gordos, AICP, Town Planner
DATE: November 12, 2024
SUBJECT: Application by Keystone Custom Builders. requesting Conditional Zoning approval for the development of a 12-lot conventional subdivision located on Deal Road.

APPLICATION INFORMATION:

SUBMITTAL DATE: July 17, 2024
APPLICANT: Marc Momsen, V3 Southeast
PROPERTY LOCATION: 0 DEAL ROAD
PARCEL ID#: 06099010
ACREAGE: +/- 17.30 acres
EXISTING LAND USE: Vacant
EXISTING ZONING: Residential-Conservation District (R-CD)

PROPOSAL:

The applicant is proposing the development of an 12-lot conventional development subdivision tentatively known as Elysian at Weddington. The subdivision contains a single entrance on Deal Road with a 50' buffer (per UDO) along the thoroughfare. Existing homes along Deal Road can be found to the north and east. Weddington Middle School is directly south of the property (no pedestrian connection). A small detention point is located within the 10% required open space between school and project site.

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 required Community Meeting outdoors on the school complex grounds on Wednesday, July 24th, 2024, at 6:00 pm. The applicant has provided a Community Meeting Report which has been attached to this staff report and posted on the Town's website.

The Town Council is tentatively scheduled to hold a public hearing regarding this application on Monday, October 14, 2024, at 7:00 pm. The Conditional Zoning process allows the developer and the town to ask for conditions which could include special exceptions to rules or additional improvements. The town and the developer must agree on a condition for it to become a part of an approval.

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

Pursuant to Table 1, Permitted Uses, as contained within UDO Section D-703(D), Traditional Residential Development (> 6 Lots) is specifically listed as a permissible use within the R-CD, subject to Conditional Zoning approval.

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, as well as how the subject development proposal complies:

Lot and Building Standards		Standard	Proposed
Minimum Lot Size		40,000 sq. ft.	40,055 – 54,717 sq. ft.
Minimum Lot Width		120'	120' (min)
Minimum Setbacks	Front	50'	50'
	Side	15'	15'
	Rear	40'	40'
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 majority of lots are rectangular facing Celestial Way with three wedge-shaped lots on the cul-de-sac. Positive findings of compliance can be made.

- UDO Section D-917(F)(1) All subdivision lots shall abut public roads.*
All lots abut a proposed public road to be maintained by NCDOT and exit onto Deal Road. As such, positive findings of compliance can be made.
- UDO Section D-917(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.*
One proposed cul-de-sac will provide access to 12 lots and does not exceed 1200 linear feet. Positive findings of compliance can be made.
- UDO Section D-917(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.*
All adjacent properties are developed, including the school campus.
- UDO Section D-917(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).*
Unfortunately no extensions or street connections would be added and an additional cul-de-sac would be added to the network. However, only 12 homes are proposed and thus only one point of ingress-egress is required.
- UDO Section D-917(K)(5) Two points of ingress and egress onto an adjoining public road from subdivision containing more than 15 lots is required.*
N/A. Only 12 lots proposed. Positive findings of compliance can be made.
- UDO Section D-917(K)(6) Developable lots shall be accessed from interior streets, rather than from roads bordering the tract.*
All lots are accessed from the interior street. No driveways on Deal Road.
- UDO Section D-917(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 proposal includes the provision of a 50-foot thoroughfare buffer. Sheet SK-105 details the year-round screening including plantings. Existing trees to remain and be protected indicated on sheet. 100 feet wide of existing woodland not provided.
- UDO Section D-917(P) Any major subdivision shall be required to provide that a minimum of ten percent of the gross area of the subdivision, exclusive of any required minimum buffers along thoroughfares, consists of common open space.*
The sketch plan states that 10% OF GROSS AREA TO BE COMMON OPEN SPACE. This includes a 50' buffer between the school one

stormwater pond accessed by a 20' access easement between Lots 2 and 3. Findings of compliance can be made.

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

UDO Section D-917D, establishes supplements requirements for certain uses; however, not for all uses that are specifically listed in the UDO, including traditional residential development. 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.

UDO Appendix 5, Architectural Standards.

It is noted that many of the basic building design standards established in Appendix 5 are intended more for the engagement of pedestrians with retail storefronts and are not applicable to this residential proposal.

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. The proposal would add 12 single-family homes to Weddington. Even if each home had three vehicles operating at peak hours, it would not meet the threshold to require a traffic impact analysis. None provided or required.

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 the third to submit under these new guiding principles.

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): a. 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 *Traditional Residential* in the 2024 Future Land Use Map (Map 4). Traditional Residential allows for low density residential developments and applies to areas where most of the lots and parcels are less than six acres in area. Primarily, parcels

with this designation have one dwelling unit per acre. 12 lots are proposed over 17 acres: a density of less than one unit per acre for this proposal.

Transportation Goals:

Goal 1: Encourage the development of well-designed streets that are safe, connected, and welcoming for all users.

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

Deal Road is a connector road between Twelve Mile Creek Road and Weddington Road (NC-84) and provides secondary access (the main entrance is on Twelve Mile Creek) to Weddington Middle School. This route is used by commuters as well as schoolchildren. Adequate visual screening throughout the year is a key consideration in this conditional zoning case.

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 for either the subdivision nor along Deal Road/to the school.

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.

Low-density housing is proposed under 1 unit/ac. All lots are over 40,000 sq. feet as submitted.

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.

Open Space in the development is limited to buffers around the adjacent homes and school as well as the detention/retention pond. Open space is not a useable amenity but tree screening.

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.

One stormwater pond is proposed for stormwater runoff, which must be designed to meet 100-year stormwater events per the Town of Weddington UDO. Union County Water serves the site. Wastewater would be served by private septic system fields (see Sheet SK-103).

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.

RECOMMENDATION:

It is the recommendation of staff that the request for Conditional Zoning to allow for the development of a 12-lot Conventional subdivision known as Elysian at Weddington, generally located on Deal Road, be **approved**.

ATTACHMENTS:

Application
Sketch Plan
Buffer Exhibit
Land Use Map
Zoning Map
Community Meeting Report

TOWN OF WEDDINGTON

Conditional Zoning Application

This application is required for all conditional zoning applications. Completed applications along with all associated submittal requirements, must be submitted via the Town's Self-Service Permitting Portal.

No application shall be considered complete unless accompanied by the application fee in the amount of \$1,650.00.

It is the responsibility of the applicant to submit complete and correct information. Incomplete or incorrect information may invalidate your application. The applicant, by filing this application, agrees to comply with all applicable requirements of the Unified Development Ordinance.

APPLICANT INFORMATION

Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

PROPERTY OWNER INFORMATION *(if different from applicant)*

Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

SUBJECT PROPERTY INFORMATION

Location: _____

Parcel Number: _____

Existing Zoning: _____

Use of Property: _____

APPLICATION SUBMITTAL INFORMATION

All applications must include a site plan, drawn to scale, and supporting text that, as approved, will become a part of the Ordinance amendment. The site plan, drawn by an architect, landscape architect, or engineer licensed to practice in North Carolina, shall include any supporting information and text that specifies the actual use or uses intended for the property and any rules, regulations, and conditions in addition to all predetermined Ordinance requirements, will govern the development and use of the property. The applicant acknowledges that they will review the conditional zoning request prior to any zoning permits being issued by the Town for such project. The applicant shall, at a minimum, include as part of the application, each of the items listed below (including all submittal requirements listed in Appendix 2 of the UDO):

- A boundary survey showing the total acreage, present zoning classifications, date, and north arrow.
- The owner's names, addresses and the tax parcel numbers of all adjoining properties.
- All existing easements, reservations, and right-of-way on the property or properties in question.
- Proposed principal uses: a general summary of the uses that will take place, with reference made to the list of uses found in Section D-703 of the Unified Development Ordinance.
- Traffic impact analysis/study for the proposed service area, as determined by the Town Engineer, shall be required. In addition, traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets including typical parking space dimensions and locations (for all shared parking facilities) along with typical street cross-sections.
- General information on the number, height, size, and location of structures.
- All proposed setbacks, buffers, screening, and landscaping required by these regulations or otherwise proposed by the petitioner.
- All existing and proposed points of access to public streets.
- Proposed phasing of the project.
- Proposed number, location, type, and size of all commercial signs.
- Exterior treatment of all principal structures.
- Delineation of all marginal lands, including areas within the regulatory floodplain, as shown on official Flood Hazard Boundary Maps for Union County.
- Existing and proposed topography at five-foot contour intervals or less.
- Scale and physical relationship of buildings relative to abutting properties.
- Public Involvement Meeting Labels.

Planning Board Review

Before the Planning Board review, the applicant must provide a written report of at least one community meeting held by the applicant. Reasonable notice of the required community meeting shall be provided as stated in Section D-607.C.5 of the Unified Development Ordinance. The Zoning Administrator shall present any properly completed application to the Planning Board at its next regularly scheduled meeting occurring at least 15 days after the

application has been deemed complete and ready for submission to the Planning Board. The Planning Board, by majority vote, may shorten or waive the time provided for receipt for a completed application. The Planning Board shall have 30 days from the date that the application is presented to it to review the application and to act. If such period expires without action taken by the Planning Board, the application shall then be transferred to the Town Council without a Planning Board recommendation.

Public Hearing Required

Prior to deciding on rezoning a piece of property to a Conditional Zoning District, the Town Council shall have held a public hearing. Notice of such public hearing shall have been given as prescribed in Section D-602 of the Unified Development Ordinance.

Action by Town Council

Conditional Zoning District decisions are a legislative process and shall consider applicable adopted land use plans for the area and other adopted land use policy documents and/or ordinances. A statement analyzing the reasonableness of the proposed rezoning shall be prepared for each application and evaluated by the Town Council. Once the public hearing has been held, the Town Council shall act on the petition. The Town Council shall have the authority to:

- a. Approve the application as submitted.
- b. Deny approval of the application.
- c. Approve application with modifications that are agreed to by the applicant.
- d. Submit the application to the Planning Board for further study. The Planning Board shall have up to 31 days from the date of such submission to make a report to the Town Council. If no report is issued, the Town Council can take final action on the petition. The Town Council reserves the right to schedule and advertise a new public hearing based on the Planning Board’s report.

CERTIFICATION

I HEREBY CERTIFY that all the information provided for this application and all attachments is true and correct to the best of my knowledge. I further certify that I am familiar with all applicable requirements of the Weddington Unified Development Ordinance concerning this proposal, and I acknowledge that any violation of such will be grounds for revoking any approvals or permits granted or issued by the Town of Weddington.

Applicant

Date

Property Owner

Date



August 5, 2024

Mr. Greg Gordos
Town Planner
1924 Weddington Rd,
Weddington, NC 28104

RE: Keystone Deal Rd | Summary of Community Meeting

Dear Mr. Gordos,

Public meeting 1 for the above referenced project was held on Wednesday, July 24, 2024, at Weddington Middle School. Below is a summary of issues discussed:

Traffic

1. Congestion on Deal Rd was mentioned by 2 people but understood that it was primarily from the school during start and end of day – developer acknowledged that information.
2. One person mentioned that it would be ideal to have a traffic signal at the end of Deal and 84 – response was that NCDOT would ultimately dictate that.
3. One person indicated that the High Schoolers parking overflows into surrounding neighborhoods – developer acknowledged that information.
4. One person asked if there will be on street parking; students tend to park in the surrounding neighborhoods if available – response was that none was intended.

Buffers

1. A few people, including the mayor and mayor pro-tem, asked about the 100' buffer – developer intends to submit a 50' buffer with additional landscape screening to supplement existing street line.
2. Rear yard buffer – will trees be preserved – developer response was yes, as much as possible depending on the overall topography and relationship of proposed road and house location. However, septic would also be a factor as directed by Union County during the permitting process.

Septic

1. One person asked questions regarding standard versus engineered septic – developer responded that it was their intention to install standard septic systems, but that Union County and the soil scientists will ultimately dictate through the permitting process.
 - a. Developer also responded that Perc tests could influence final lot layout and that it is subject to change due to septic fields.

Lighting

1. One person asked if there will be streetlights – developer responded that yes, however Union Power will have a say on design and installations.
2. One person asked if there will be a lit monument at the entrance – developer responded that it has not started any design on this as they are strictly in the preliminary stages of design; however, they will take into consideration any offsite lighting effect on neighboring homes.

Homes

Page 2 of 2
Mr. Greg Gordos
August 5, 2024

1. A few people asked about the size of the homes – developer responded that it will be client driven since they are a custom home builder and will not build spec homes, however their offerings range from 2,800-6,000sf.
2. Several people asked about the pricing of the homes – developer responded that the ‘base’ home would probably start at \$900,000 and that based on past clients, most add about \$250,000 of options to the home. Several people spoke to developer after the presentation, strongly recommending increasing the price of the homes. Developer responded that the market and client will ultimately drive the price and value, but their comments will be taken into consideration.
3. Several people wanted to ensure that the homes exterior would not be vinyl – developer agreed that vinyl wouldn’t even be an option for clients.
4. Several people wanted to ensure that no rezoning, no apartments, nor any townhomes would be built – developer responded that they are NOT requesting any rezoning or any increased density, that in fact, they are respecting the current zoning and complying with its classification, in other words, building by right.

Sincerely,

Marc Momsen, PE
Senior Project Manager
V3 Southeast

KEYSTONE DEAL ROAD COMMUNITY MEETING SIGN IN SHEET



NAME:	ADDRESS:	EMAIL/PHONE: (OPTIONAL)
ALAM, KARL K	5104 CHICKADEE CT MATTHEWS, NC 28104	
ALLISON, DAVID	3931 MOURNING DOVE DR WEDDINGTON, NC 28104	
ANDERSON, MICHAEL J	7011 HIGH OAKS DR MATTHEWS, NC 28104	
ANDREWS, WALTER G	7001 HIGH OAKS DR MATTHEWS, NC 28104	
BALL, PHILIPPE G	7010 HIGH OAKS DR MATTHEWS, NC 28104	
BEGY, MICHAEL AUGUST	1306 VERRY CT MATTHEWS, NC 28104	
BISBIKIS, PAVLOS	5916 PORTBURN RD CHARLOTTE, NC 28211	
BOUTWELL, JOHN D	6500 DEAL RD MATTHEWS, NC 28104	
BOWMAN, KYLE D	3339 GREENHURST DR MATTHEWS, NC 28104	
BROWN, DAVID WAYNE	3700 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
BYRNE, RICHARD A	6521 DEAL RD MATTHEWS, NC 28104	
CARRAS, ADRIAN	6513 DEAL RD MATTHEWS, NC 28104	
CHAO, WAI LAP	3130 FOREST LAWN DR MATTHEWS, NC 28104	
CIPPOLETTI, JOSEPH	3327 IRONWOOD DR MATTHEWS, NC 28104	
CLARK MICHAEL	7029 HIGH OAKS DR MATTHEWS, NC 28104	
CONWAY, RODELYN LOPEZ	7002 HIGH OAKS DR MATTHEWS, NC 28104	
DEPASQUALE, JOHN	6216 ADELAIDE PL WAXHAW, NC 28173	

NAME:	PHONE:	EMAIL/PHONE: (OPTIONAL)
DEVEREAUX, KERRY M	2233 WEDGEWOOD DR MATTHEWS, NC 28104	
DILLER, JACOB C	3311 IRONWOOD DR MATTHEWS, NC 28104	
DOVER, JAMES HAROLD SR	3901 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
ENLOW-NOVITSKY, HEATHER JUNE	4764 HOMESTEAD PL MATTHEWS, NC 28104	
ETHRIDGE, DAVID C	157 CREEK HARBOUR CIR MURRELLS INLET, SC 29576	
EVERHART, SUSAN RENEE	4039 MOURNING DOVE DR WEDDINGTON, NC 28104	
FIDLER, KRIS B	3919 MOURNING DOVE DR MATTHEWS, NC 28104	
FULTON, CRAIG B	1309 VEERY CT MATTHEWS, NC 281047251	
GARCIA, FRANCISCO	817 BEAUHAVEN LN WAXHAW, NC 28173	
GARVEY, MICHAEL JOSEPH	6512 DEAL RD MATTHEWS, NC 28104	
GERTZMAN, STEVEN MARC	3690 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
GESNER, KENNETH	3335 IRONWOOD DR MATTHEWS, NC 28104	
GRETZ, BRIAN F	6074 BLUEBIRD HILL LN MATTHEWS, NC 28104	
GRETZ, STEPHANIE S	4732 HOMESTEAD PL MATTHEWS, NC 28104	
GROVES, J RANDALL	4732 HOMESTEAD PL MATTHEWS, NC 28104	
HEMPHILL-NOLAN, LOUISE C	1205 HADLEY PARK LN MATTHEWS, NC 28104	
HUGHES, KEVIN M	7015 HIGH OAKS DR MATTHEWS, NC 28104	

NAME:	PHONE:	EMAIL/PHONE: (OPTIONAL)
JACKSON, JENNIFER	6516 DEAL RD MATTHEWS, NC 28104	
JANKOWSKI, ELIZABETH K	7019 HIGH OAKS DR MATTHEWS, NC 28104	
JOHNSON, VIVIAN	3825 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
KARIBIAN, JACK	3891 MOURNING DOVE DR MATTHEWS, NC 28104	
KEIL, EDWARD GRANT	3821 MOURNING DOVE DR WEDDINGTON, NC 28104	
KEY, TIMOTHY C	3801 MOURNING DOVE DR MATTHEWS, NC 28104	
LANGE, SHAWN CHRISTOPHER	4748 HOMESTEAD PL MATTHEWS, NC 28104	
LEANDER, PROPERTIES LLC	3201 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
LEANDER, RANDALL M	3332 GREENHURST DR MATTHEWS, NC 28104	
MABARAK, MICHAEL B	1312 VEERY CT MATTHEWS, NC 28104	
MCWILLIAMS, DREW MICHAEL	6000 DEAL RD MATTHEWS, NC 28104	
MERVICH, ROBERT L	4756 HOMESTEAD PL MATTHEWS, NC 28104	
MILLER, JACOB	5100 CHICKADEE CT MATTHEWS, NC 28104	
MILLER, RYAN THOMAS	3903 MOURNING DOVE DR MATTHEWS, NC 28104	
MITROS, MICHAEL J	3701 SONG SPARROW DR MATTHEWS, NC 28104	
MORRONE, LUISA C	7018 HIGH OAKS DR MATTHEWS, NC 28104	
MOSKOWITZ, WENDI A	3716 TWELVE MILE CREEK RD MATTHEWS, NC 28104	

NAME:	PHONE:	EMAIL/PHONE: (OPTIONAL)
MUDD, JOHN T	2225 WEDGEWOOD DR MATTHEWS, NC 28104	
NAZIROV, SARDOR	3712 SONG SPARROW DR MATTHEWS, NC 28104	
NBI INVESTMENTS LLC	1 SPICE ROAD FORT MILL, SC 29707	
NICHOLS, WESLEY C	5924 DEAL RD MATTHEWS, NC 28104	
NICOLETTI, LAWRENCE F JR	7026 HIGH OAKS DR MATTHEWS, NC 28104	
NUNZIATA, LAURA	3603 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
PHLIPOT, JOHN D	3812 MOURNING DOVE DR MATTHEWS, NC 28104	
PINCUS, GARY J	3809 MOURNING DOVE DR MATTHEWS, NC 28104	
PORTARO, ROGER A JR	5932 DEAL RD MATTHEWS, NC 28104	
PRIMM, KEITH E	8511 PRINCE VALIANT DR MARVIN, NC 28173	
PRIOR, ANTHONY J	2241 WEDGEWOOD DR MATTHEWS, NC 28104	
REEVES, DAVID D	PO BOX 646 MATTHEWS, NC 28106	
ROBERTS, ROBERT LEE III	2015 WEDGEWOOD DR MATTHEWS, NC 28104	
ROBINSON, LINDELL R	6080 BLUEBIRD HILL LN MATTHEWS, NC 28104	
ROGERS, FRANK R JR	4692 HOMESTEAD PL MATTHEWS, NC 28104	
ROLPH, ANDREW C	608 MAPLE GROVE CHURCH RD MATTHEWS, NC 28104	
SHERONAS, DAVID A	3707 SONG SPARROW DR MATTHEWS, NC 28104	

NAME:	PHONE:	EMAIL/PHONE: (OPTIONAL)
SLOYAN, CHRISITOPHER F	3706 SONG SPARROW DR MATTHEWS, NC 28104	
SMITH, BENNETT	3709 SONG SPARROW DR MATTHEWS, NC 28104	
SNYDER, MISTY LYNN DOVER	3833 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
STAUDE, KENT ALEXANDER	3845 MOURNING DOVE DR WEDDINGTON, NC 28104	
STONEMAN, MICHAEL ALLEN	3801 TWELVE MILE CREEK RD MATTHEWS, NC 28104	
SUTTON, REGINALD L	7025 HIGH OAKS DR MATTHEWS, NC 28104	
SWOPE, MATTHEW C	3343 IRONWOOD DR MATTHEWS, NC 28104	
T1CLT TRUST	1233 WEDDINGTON HILLS DR MATTHEWS, NC 28104	
THOMPSON, BARRY	3963 MOURNING DOVE DR MATTHEWS, NC 28104	
UNION COUNTY BOARD OF EDUCATION	400 N CHURCH STREET MONROE, NC 28112	
WAN, YIPING	6505 DEAL RD MATTHEWS, NC 28104	
WARNER, ROBERT C	3700 SONG SPARROW DR MATTHEWS, NC 28104	
WEBER, JOHN B	3806 MOURNING DOVE DR MATTHEWS, NC 28104	
WILKERSON, FORREST REID III	1 SPICE ROAD FORT MILL, SC 29707	
WINSTON, GLADYS B	6901 DEEP SPRINGS RD PEACHLAND, NC 28133	
WOLF, JAMES C	3842 MOURNING DOVE DR MATTHEWS, NC 28104	
WOODLIEF, GUY W	3818 MOURNING DOVE DR MATTHEWS, NC 28104	



ELYSIAN at WEDDINGTON

WEDDINGTON, NC | DATE: 08.20.2024 | PROJECT NO.: 240110



PERSPECTIVE 1



landscape architecture | planning | civil engineering | surveying

V3 Southeast



CURRENT

ELYSIAN at WEDDINGTON

WEDDINGTON, NC | DATE: 08.20.2024 | PROJECT NO.: 240110



PERSPECTIVE 2



landscape architecture | planning | civil engineering | surveying

V3 Southeast

NC 08088-C-0911-C-03

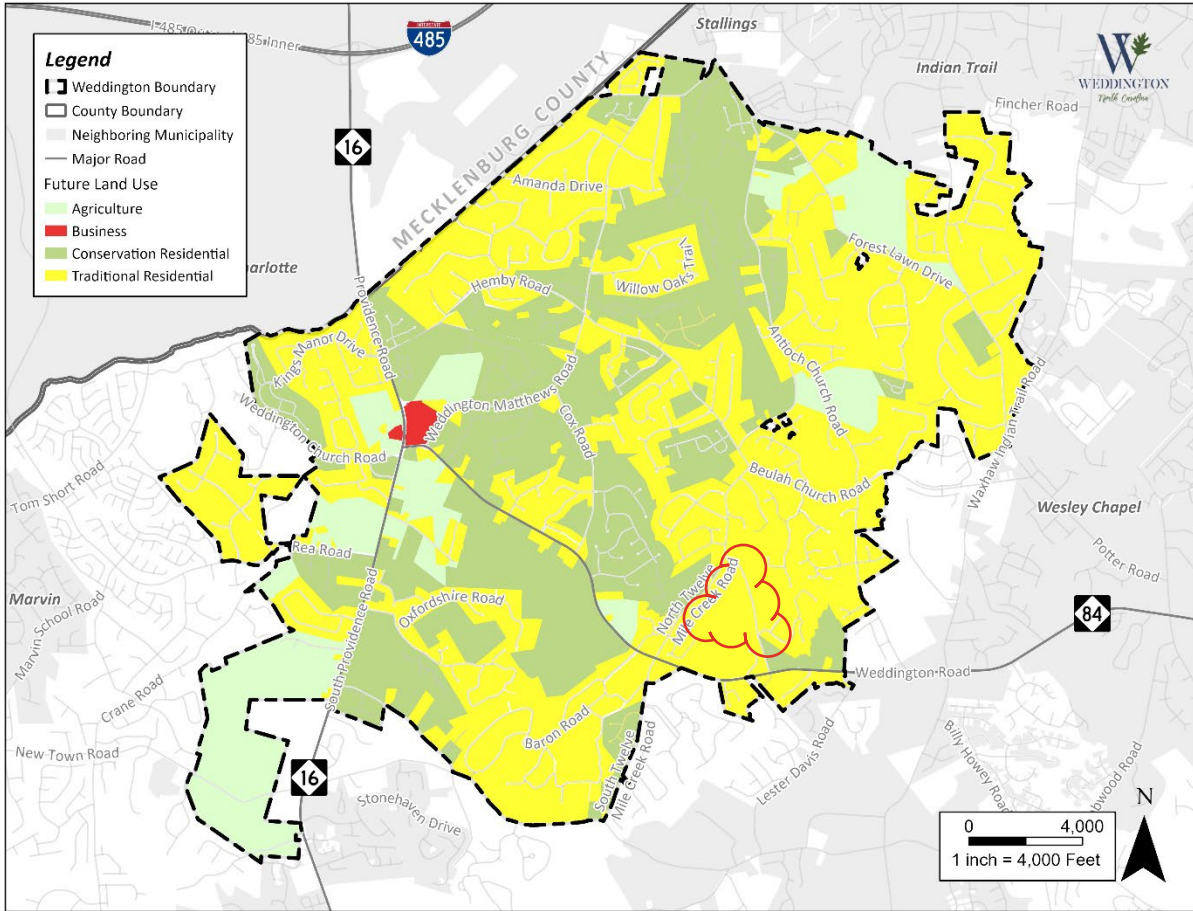
PROPOSED



CURRENT



Map 4 Future Land Use Map



Elysian at Weddington

Deal Road, Weddington, NC 28212

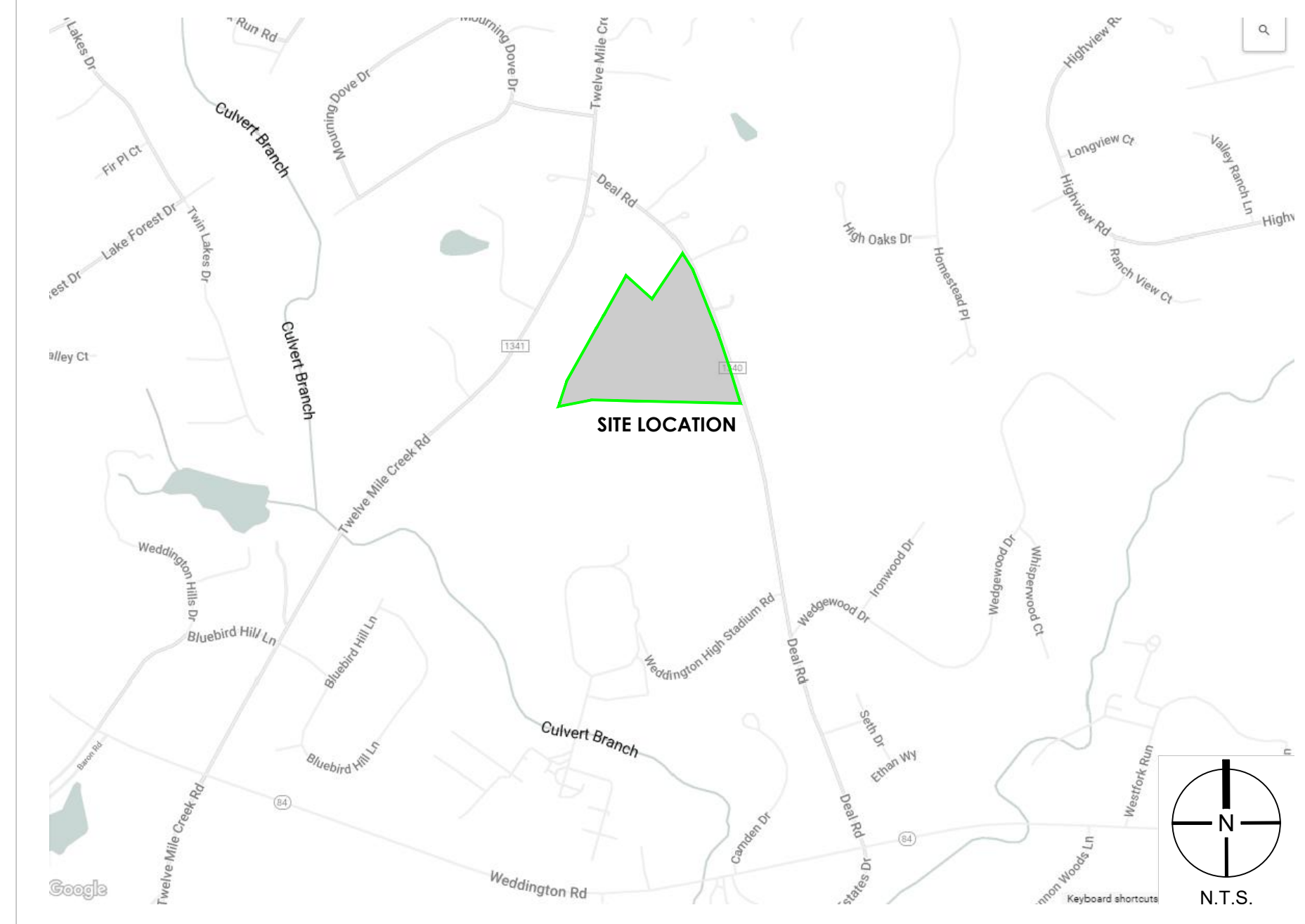
Preliminary Sketch Plan

August 6th, 2024

V3 Project #: 240110.01

PROJECT REVISIONS

VICINITY MAP



PROJECT TEAM

Civil Engineering & Landscape Architecture

V3 Southeast
3700 South Boulevard, Suite 200
Charlotte, NC 28209
phone: 704-940-2883
www.v3co.com

Owner

Keystone Custom Homes
2030 Airport Flex Drive, Suite R
Charlotte, NC 28208
phone: 877-821-2469

Surveying

Delta Land Service Inc.
1020 Crews Road
Matthews, NC 28105
phone: 704-847-4700

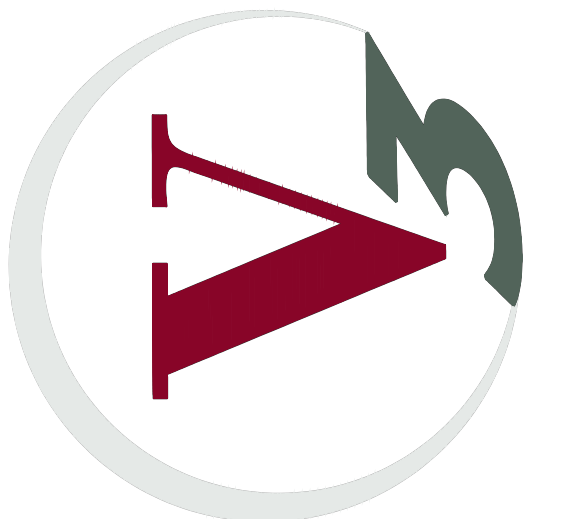
SHEET INDEX

Sheet Number	Description	Revision #	Date
SK-100	COVER SHEET		09.06.24
SK-101	DIMENSION CONTROL PLAN		09.06.24
SK-102	CELESTIAL WAY PROFILE		09.06.24
SK-103	UCPW SKETCH PLAN		09.06.24
SK-104	EROSION CONTROL PLAN (STAGE 1)		09.06.24
SK-105	LANDSCAPE PLAN		09.06.24

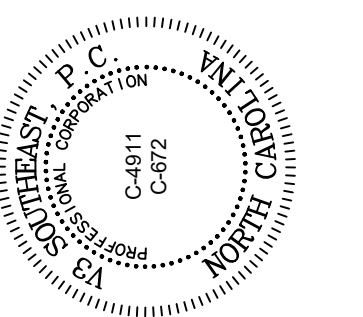
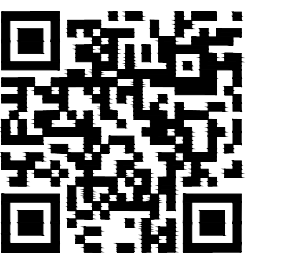
REGULATORY APPROVALS

PROJECT CERTIFICATION CHECKLIST

SITE OVERVIEW MAP

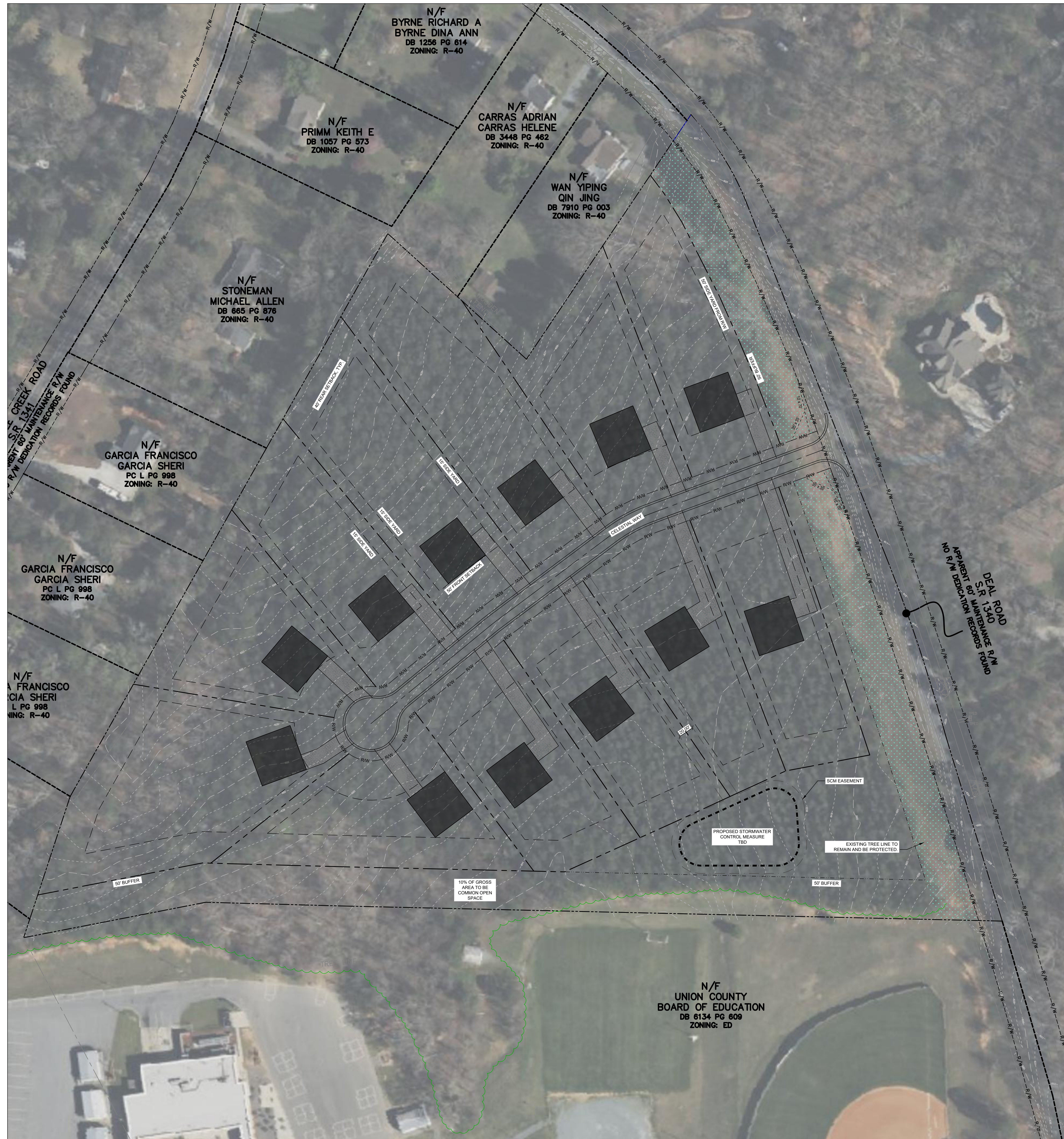


V3 Southeast
3700 South Blvd., Suite 200
Charlotte, NC 28209
p: 704-940-2883
www.v3co.com



Elysian at Weddington
Deal Road, Weddington, NC 28212
Preliminary Sketch Plan
August 6th, 2024 V3 Project #: 240110.01
COVER SHEET SK-100

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ZONING SUMMARY:

OWNER: KEYSTONE CUSTOM HOMES
 OWNER PHONE #: (704) 286-8640
 OWNER ADDRESS: 2030 AIRPORT FLEX DR SUITE R, CHARLOTTE, NC 28208

CIVIL ENGINEER/LANDSCAPE ARCHITECT: V3 SOUTHEAST, PC
 V3 SOUTHEAST PHONE #: 704-940-2883

ZONING DESIGNATION: RCD PARCEL SIZE: 17.3 ACRES
 JURISDICTION: WEDDINGTON

PARCEL NUMBER(S): 06099010 TOTAL PARCELS CREATED: 12

MINIMUM LOT SIZE: 40,000 SF

SETBACK AND YARD REQUIREMENTS

FRONT: 50'-0"
 SIDE: 15'-0"
 REAR: 40'-0"

BUFFERS REQUIRED

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 BUFFER REQUIREMENT IS 50 FEET BETWEEN HOMES IN THE PROPOSED SUBDIVISION AND ANY NONRESIDENTIAL USE.

OPEN SPACE REQUIREMENTS

OPEN SPACE REQUIRED: 10% OF THE SUBDIVISION GROSS AREA MUST BE OPEN SPACE
 MINIMUM PUBLIC OPEN SPACE: 1.616 AC
 OPEN SPACE PROVIDED: 2.27 AC



50' VIEW FROM RIGHT OF WAY (CENTER OF SITE ALONG DEAL ROAD)



50' VIEW FROM RIGHT OF WAY (NORTHEAST PORTION OF SITE ALONG DEAL ROAD)

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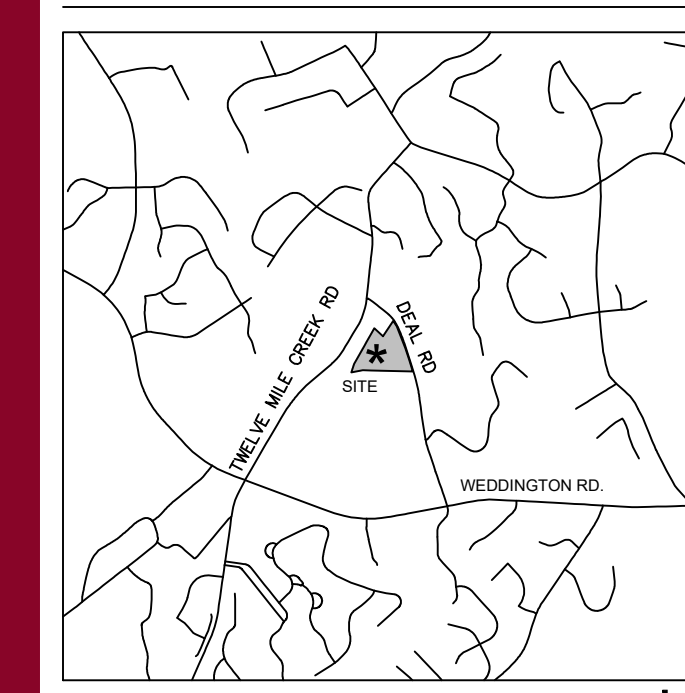
landscape architecture | planning | civil engineering | surveying

Keystone Custom Homes

2030 Airport Flex Rd.
 Charlotte, NC 28208
 877-699-7859
KeystoneCustomHome.com

Elysian at Weddington

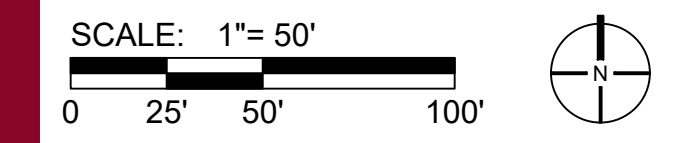
Deal Road
 Weddington, NC 28212



VICINITY MAP N.T.S.
TOPOGRAPHIC SURVEY DATED JULY 28, 2024 PROVIDED BY BELTA LAND SERVICES, INC., 688 MATTHEWS MINT HILL RD., MATTHEWS, NC 28105, (704) 847-4700.

FOR REVIEW ONLY

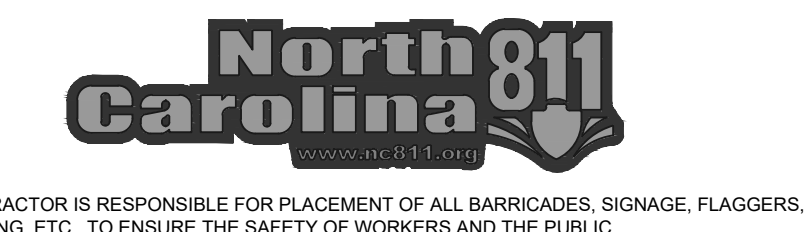
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DATE: 09.05.24 PM:MDM
 DRAWN BY: KVN REVIEWED BY: MDM
 PROJECT NUMBER: 240110.01

ELYSIAN AT WEDDINGTON SKETCH PLAN

REVISIONS:



- CONTRACTOR IS RESPONSIBLE FOR PLACEMENT OF ALL BARRICADES, SIGNAGE, FLAGGERS, SHORING, ETC., TO ENSURE THE SAFETY OF WORKERS AND THE PUBLIC.
- ALL PAVEMENT CUTS SHALL BE REPLACED ACCORDING TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND UNION COUNTY PUBLIC WORKS.

SK-200
 Sketch Plan



MEMORANDUM

TO: Planning Board

FROM: Gregory Gordos, AICP, Town Planner

DATE: November 12th, 2024

SUBJECT: Discussion and Recommendation on a Text Amendment to Section D-907A. Specific Requirements for All Residential Development, and Section D-917B. Additional Specific Requirements for Conservation Residential Development of the Town of Weddington Unified Development Ordinance

BACKGROUND:

At its meeting of the Town Council on October 14th, the Council agreed to continue text amendments as they relate to the development portions of the Unified Development Ordinance. It was noted as a Council priority by the town constituents and that these changes should go into effect before more applications are reviewed by the Planning Board. The Council also seeks to modify the UDO in order to better align with the 2024-adopted Comprehensive Land Use Plan.

The Planning Board recommended approval of text amendments to Section D-917A, but not those related to Conservation Subdivisions (Section D-917B), at the regularly scheduled meeting on October 28th.

PROPOSAL:

Based upon the direction received from the Council via email, staff proposed amendments to Section D-907A. Specific Requirements for All Residential Development, and Section D-917B. Additional Specific Requirements for Conservation Residential Development, as well as Appendix 2B. These code and page sections were referenced directly by Council and changes reflect those directed to staff.

Upon further Council discussion with staff after the Planning Board vote had taken place, the Town Planner now recommends remanding all code topics back to the Planning Board for further consideration. A subcommittee of the Board has been assigned by the Mayor to assist with this service.

OUTLINE OF TEXT AMENDMENT:

The following sections of the UDO are proposed to be amended:

Section D-917A. Specific Requirements for All Residential Development - Required Improvements, Dedication, Reservation and Minimum Standards for Residential Development (applicable to both Traditional Residential Development and Conservation Residential Development).

D. Lots in Floodplains. Lots within floodplains shall not be approved for recordation unless the following provisions are met:

1. Lots wholly subject to flooding. No proposed residential building lot that is wholly subject to flooding, as defined herein, shall be approved.
2. Lots partially subject to flooding.
 - a. No proposed residential building lot that is partially subject to flooding as defined herein shall be approved unless there is established on the lot plan a contour line representing an elevation no lower than two feet above the base flood line as defined in Appendix 7. Floodplain Regulations. All buildings or structures designed or intended for residential purposes shall be located on such a lot such that the lowest useable and functional part of the structure shall not be below the elevation of the base flood line, plus two feet.
 - b. For the purpose of this subsection, the term "useable and functional part of structure" shall be defined as being inclusive of living areas, basements, sunken dens, basement, utility rooms, crawl spaces, attached carports, garages and mechanical appurtenances such as furnaces, air conditioners, water pumps, electrical conduits, and wiring, but shall not include water lines or sanitary sewer traps, piping and cleanouts; provided that openings for same serving the structure are above the base flood line.
 - ~~c. Where only a portion of the proposed lot is subject to flooding as defined herein, such lot may be approved only if there will be available for building a usable lot area of not less than 10,000 square feet. The useable lot area shall be determined by deducting from the total lot area, the area of all yard setbacks required by the applicable zoning regulations and any remaining area of the lot lying within the area of the base flood (100-year flood) as shown on the flood boundary and floodway map described in Appendix 7 Floodplain Regulations.~~

J. Cul-de-sacs.

1. Permanent dead-end streets shall not provide sole access to more than 16 dwelling units or 1,200 linear feet, whichever is less. Measurement shall be from the point where the centerline of the dead-end street intersects with the center of a through street to the center of the turnaround of the cul-de-sac. The distance from the edge of pavement on the vehicular turnaround to the right-of-way line shall not be less than the distance from the edge of pavement to right-of-way line on the street approaching the turnaround.

2. When cul-de-sacs end in the vicinity of an adjacent undeveloped property capable of being developed in the future, a right-of-way or easement shall be shown on the final plan to enable the street to be extended when the adjoining property is developed. Cul-de-sacs in conservation residential developments shall generally include a pedestrian connection to the open space behind the lots they serve, preferably at the end of the cul-de-sac.

3. Cul-de-sacs shall generally be designed with central islands (preferably teardrop shaped) where trees are retained or planted. Cul-de-sac pavement and right-of-way diameters shall be in accordance with NCDOT design standards. Designs other than the "bulb" end design with a circular right-of-way will be subject to the approval of the Division Engineer of the Division of Highways, North Carolina Department of Transportation and the Town Council after review on an individual basis.

- ~~4. Cul de sacs less than 600 feet long shall generally be designed as "closes," with two one-way streets bounding a central "boulevard island" not less than 35 feet across. This can be easily accomplished by extending the outer edges of the turning half circle perpendicularly to the street from which the cul de sac springs. The central open space offers opportunities for tree planting and "rain garden" infiltration areas for stormwater (particularly when the street pavement is sloped inward toward the central open space).~~

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

- A. Minimum Total Acreage.** The minimum total acreage for a Conservation Residential Development is six (6) acres.
- B. Minimum Open Space.**
1. At a minimum, fifty percent (50%) of the ~~gross~~ **net** acreage of the tract will be required to be retained as Conservation Land. Not more than ~~20~~ **0** 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).
 2. When a proposed conservation residential development project lies on both sides of a major or minor thoroughfare, all attempts should be made to have 50 percent (50%) of each side's gross acreage designated as Conservation Land. However, the Town may allow flexibility on the distribution of Conservation Land in situations where there is greater logic to preserving special features on one side of the road, or due to locating homes on the other side due to the relative absence of special site features with greater conservation value.

Staff offers the modifications attached for the Planning Board's consideration and recommendation. For ease of reference, new text is referenced in red/underlined font, while deletions are referenced in ~~strikethrough~~ font.

LAND USE PLAN CONSISTENCY:

State Statutes requires that all zoning regulations shall be made in accordance with a comprehensive plan. When adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan or any other officially adopted plan that is applicable, and briefly explaining why the board considers the action taken to be reasonable and in the public interest. Accordingly, staff provides the following Land Use Plan Consistency Statement for consideration:

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.

RECOMMENDATION:

Staff recommends sending each of the ~~text~~ amendments back to the Planning Board (code subcommittee).

Attachments:

- Excerpt of Section D-917A
- Excerpt of Section D-917B.
- Excerpt of
SectionD-917A.J.

Section D-917A. Specific Requirements for All Residential Development - Required Improvements, Dedication, Reservation and Minimum Standards for Residential Development (applicable to both Traditional Residential Development and Conservation Residential Development).

J. Cul-de-sacs.

1. Permanent dead-end streets shall not provide sole access to more than **16 dwelling units or 1,200 linear feet, whichever is less**. Measurement shall be from the point where the centerline of the dead-end street intersects with the center of a through street to the center of the turnaround of the cul-de-sac. The distance from the edge of pavement on the vehicular turnaround to the right-of-way line shall not be less than the distance from the edge of pavement to right-of-way line on the street approaching the turnaround.
2. When cul-de-sacs end in the vicinity of an adjacent undeveloped property capable of being developed in the future, a right-of-way or easement shall be shown on the final plan to enable the street to be extended when the adjoining property is developed. Cul-de-sacs in conservation residential developments shall generally include a pedestrian connection to the open space behind the lots they serve, preferably at the end of the cul-de-sac.
3. Cul-de-sacs shall **generally be designed with central islands** (preferably teardrop shaped) where trees are retained or planted. Cul-de-sac pavement and right-of-way diameters shall be in accordance with NCDOT design standards. Designs other than the "bulb" end design with a circular right-of-way will be subject to the approval of the Division Engineer of the Division of Highways, North Carolina Department of Transportation and the Town Council after review on an individual basis.
- ~~4. Cul-de-sacs less than 600 feet long shall generally be designed as "closes," with two one-way streets bounding a central "boulevard island" not less than 35 feet across. This can be easily accomplished by extending the outer edges of the turning half-circle perpendicularly to the street from which the cul-de-sac springs. The central open space offers opportunities for tree planting and "rain garden" infiltration areas for stormwater (particularly when the street pavement is sloped inward toward the central open space).~~



ORDINANCE NO. 2024-07

AN ORDINANCE OF THE TOWN OF WEDDINGTON, NORTH CAROLINA MAKING AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE BY AMENDING ARTICLE 9, REGULATION OF PARTICULAR USES AND AREAS, SECTION D-917A, SPECIFIC REQUIREMENTS FOR ALL RESIDENTIAL DEVELOPMENT, TO AMEND DESIGN REQUIREMENTS FOR STREET CUL-DE-SACS; CERTIFYING CONSISTENCY WITH THE TOWNS LAND USE PLAN AND PROPER ADVERTISEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Weddington adopted the Unified Development Ordinance on April 12, 2021 to comply with North Carolina General Statute 160D and to improve the organization of existing ordinances; and

WHEREAS, the adopted Unified Development Ordinance took effect on April 12, 2021; and

WHEREAS, the Town of Weddington desires for the Unified Development Ordinance to function effectively and equitably throughout the Town; and

WHEREAS, the Town of Weddington has determined where the Unified Development Ordinance needs clarification and revision; and

WHEREAS, the existing ordinance prescribes design standards for North Carolina Department of Transportation roads not under the ownership or maintenance of the Town; and

WHEREAS, two one-way streets bounding a central "boulevard island" not less than 35 feet across for cul-de-sacs less than 600' has not been applied to previous subdivision developments; and

WHEREAS, the preferred length of such cul-de-sacs must still be determined by the Planning Board as meeting a higher standard for the Town of Weddington;

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON, NORTH CAROLINA:

Section 1. That Unified Development Ordinance, Article 9, Regulation of Particular Uses and Areas, Section D-917A. Specific Requirements for All Residential Development - Required Improvements, Dedication, Reservation and Minimum Standards for Residential Development

(applicable to both Traditional Residential Development and Conservation Residential Development), be amended to read as follows:

J. Cul-de-sacs.

- 1. Permanent dead-end streets shall not provide sole access to more than 16 dwelling units or 1,200 linear feet, whichever is less. Measurement shall be from the point where the centerline of the dead-end street intersects with the center of a through street to the center of the turnaround of the cul-de-sac. The distance from the edge of pavement on the vehicular turnaround to the right-of-way line shall not be less than the distance from the edge of pavement to right-of-way line on the street approaching the turnaround.*
- 2. When cul-de-sacs end in the vicinity of an adjacent undeveloped property capable of being developed in the future, a right-of-way or easement shall be shown on the final plan to enable the street to be extended when the adjoining property is developed. Cul-de-sacs in conservation residential developments shall generally include a pedestrian connection to the open space behind the lots they serve, preferably at the end of the cul-de-sac.*
- 3. Cul-de-sacs shall generally be designed with central islands (preferably teardrop shaped) where trees are retained or planted. Cul-de-sac pavement and right-of-way diameters shall be in accordance with NCDOT design standards. Designs other than the "bulb" end design with a circular right-of-way will be subject to the approval of the Division Engineer of the Division of Highways, North Carolina Department of Transportation and the Town Council after review on an individual basis.*
- 4. Cul-de-sacs less than 600 feet long shall generally be designed as "closes," with two one-way streets bounding a central "boulevard island" not less than 35 feet across. This can be easily accomplished by extending the outer edges of the turning half circle perpendicularly to the street from which the cul-de sac springs. The central open space offers opportunities for tree planting and "rain garden" infiltration areas for stormwater (particularly when the street pavement is sloped inward toward the central open space).*

Section 2. Amendments to the Unified Development Ordinance of the Town of Weddington (as originally adopted by Ordinance No. 2024-07) are hereby adopted to read as set forth in this Ordinance.

Section 3. The Town of Weddington does hereby certify that the amendments contained herein, as well as the provisions of this Ordinance, are consistent with and in conformance with the Town's Land Use Plan.

Section 4. Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part declared to be invalid.

Section 5. Notice of the proposed enactment of this Ordinance has been properly advertised in a newspaper of general circulation in accordance with applicable law.

Section 6. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST AND FINAL
READING AND ADOPTED

Honorable Jim Bell
Mayor

Attest:

Karen Dewey
Town Administrator/Clerk

DRAFT



4500 Homestead

- Construction Equipment, debris
- Code Section: 34-131
- Status: Second Citation
- Property Visit Date: 10/30/2024
- Warning Letter Date: 10/30/2024
- Notes:
 - o 8/7/2024 Inspected – Found spools of fiber optic cable. Continue Monitoring.
 - o 8/16/2024 Reinspect
 - o 8/28/2024 Courtesy Letter Sent
 - o 9/4/2024 Reinspect, pictures
 - o 9/10/2024 Return receipt received. Reinspect on 9/18/2024 for compliance
 - o 9/18/2024 Reinspected and took pictures. Trash found on site as well as the spools. Overgrowth is minimal. Trash likely constitutes a violation.
 - o 10/2/2024 Reinspected. Trash is worse than previous. Recommend a violation be sent. Also large brick piles noted in back as well as some metal found under a tarp. Pictures included in file.
 - o 10/11/2024 NOV Sent
 - o 10/30/2024 Inspected with pictures. Non-telecommunications related construction debris as well as trash still noted on site. 2nd citation sent out.

3505 Antioch Church Road

- Commercial Vehicles Parked
- Code Section: UDO 917-D-F
- Status: Courtesy
- Property Visit Date: 10/30/2024
- Warning Letter Date: 10/30/2024
- Notes:
 - o 8/7/2024 Continue Monitoring.
 - o 8/7/2024 Mayor received voice mail from Tracy Horton with complaint
 - o 8/16/2024 Reinspect 8/14. Letter for home occupation vehicle violations.
 - o 8/21/2024 Met with owners. In compliance. Continue monitoring.
 - o 9/6/2024 Continue Monitoring
 - o 9/11/2024 Continue Monitoring
 - o 9/18/2024 4 commercial vehicles noted on property. Pictures were taken.
 - o 10/2/2024 Pictures noted in file. Still appears to violate home occupation rules.
 - o 10/30/2024 Inspected with pictures. Commercial vehicles still on site. Courtesy letter was sent.

**6939 Tree Hill Road**

- Too many horses (3) on property.
- Code Section: UDO 917-D
- Status: Discovery
- Property Visit Date: 7/24/2024
- Warning Letter Date:
- Notes:
 - o 8/7/2024 Reinspected 7/24
 - o 8/7/2024 Received public records request.
 - o 8/7/2024 Working on timeline for attorney. Original complaint was horses and junk. Additional included accessory structure too close to property lines.
 - o 8/16/2024 Working on timeline for attorney. Original complaint was horses and junk. Investigating FHA allowances. Resident (not property owner) came into town hall 8/14
 - o 8/30/2024 Staff working with town attorney for FHA ESA guidelines.
 - o 9/6/2024 Staff working with Town attorney for FHA ESA Guidelines.
 - o 9/11/2024 Staff working with Town attorney for FHA ESA Guidelines
 - o 9/20/2024 Staff working with Town attorney for FHA ESA Guidelines
 - o 10/2/2024 Staff working with Town attorney for FHA ESA Guidelines
 - o 10/30/2024 No update

7200 Forest Ridge Road

- Possible unpermitted structures in floodplain.
- Code Section: UDO Appendix 7
- Status: Courtesy
- Property Visit Date: 10/30/2024
- Letter Date: 10/30/2024
- Notes:
 - o Town will check historic correspondence and contact property owner.
 - o 8/16/2024 Staff working on historical research.
 - o 8/30/2024 Staff still working on timeline
 - o 9/6/2024 Staff working on timeline
 - o 10/2/2024 Staff still working on timeline
 - o 10/30/2024 Site inspected with pictures. At least one structure confirmed using arial images on GIS was built without a permit in the floodplain. Courtesy letter sent informing them to remove the structure or begin the permitting process.

4915 Beulah Church (at the corner)

- Complaint from voicemail (no address given). Debris/camper



Active Cases Code Enforcement Report

11/1/2024

- Code Section: 34-131
- Status: Second Citation
- Property Visit Date: 10/30/2024
- Warning Letter Date: 10/30/2024
- Notes:
 - o 8/7/2024 Check for violation. Received complaint from walk in that property was still covered in junk.
 - o 8/16/2024 Reinspect 8/14
 - o 8/30/2024 Letter sent 8/21. Work being done to bring into compliance.
 - o 9/6/2024 Reinspect, take pictures
 - o 9/11/2024 Junk still visible. Send NOV on 9/11/2024
 - o 9/18/2024 Camper and junk still visible. Fence falling in. Pictures taken.
 - o 10/2/2024 Harder to take photos this week, as large dogs were outside when visited. Still photos were added to project file. Suggest sending notice.
 - o 10/11/2024 NOV Sent
 - o 10/30/2024 Inspected with pictures. Junk and camper still on site. Felled fence still visible. Old appliances still on site. Second citation sent.

302 Turtleback Ridge

- Possible violation in common open space behind property – Felled Trees
- Code Section: 34-131
- Status: Second Citation
- Property Visit Date: 10/30/2024
- Warning Letter Date: 10/30/2024
- Notes:
 - o 8/7/2024 Do the trees need to be cleaned up by the builder/HOA
 - o 8/7/2024 Letter sent to builder/HOA
 - o 8/30/2024 Builder working with property owners on Turtleback ridge for that issue and others not in the purview of Code Enforcement.
 - o 9/6/2024 Continue monitoring. Inspect next week. Take pictures.
 - o 9/11/2024 Inspect with photos
 - o 9/18/2024 Property was inspected and pictures taken. Trees still appear to be visible. Appears to me to be clearly behind a fence that separates the home from common open space. Violation should be against the HOA not the property owner.
 - o 10/2/2024 Notice should be sent to HOA. Logs appear to be on their property. Full extent is expansive. Photos in project file.
 - o 10/11/2024 NOV Sent
 - o 10/19/2024 Issue of remaining tree has been brought up by property owner multiple times. Town will need to determine next steps.



Active Cases Code Enforcement Report

11/1/2024

- 10/30/2024 Inspected with pictures. Wood still on site. Second citation sent to HOA/Builders. Also the issue of remaining tree on site. Town needs to decide if they wish to declare it a nuisance. Contact was made with county Urban Forester who said he could meet a town official out there to see if the tree is in danger of falling. Waiting on meeting.

109 Foxton

- Construction debris and junk.
- Code Section: 34-131
- Status: Courtesy
- Property Visit Date: 10/30/2024
- Letter date:10/30/2024
- Notes:
 - 8/28/2024 Report of construction debris and junk. Inspected.
 - 9/6/2024 Inspect.
 - 9/11/2024 No violations noted. Reinspect with pictures
 - 9/18/2024 Reinspected and took pictures. Large dumpster seen on property filled with trash. Appears to be interior remodel.
 - 10/30/2024 Inspected with pictures. Property appears to be being remodeled. Porch was removed. No permit found for remodel, so courtesy letter was sent.

2843 Forest Lawn Dr

- Trash on property
- Code Section: 34-131
- Status: Courtesy
- Property Visit Date: 10/23/2024
- Letter Date: 10/23/2024
- Notes:
 - 10/23/2024 Inspected with pictures. Loose trash noted near stormwater ditch on property. Courtesy letter sent.

2025

2024

Assets

10-1120-000	SOUTH STATE CHECKING ACCOUNT	724,380.61	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	418,383.62	1,243,910.88
10-1130-001	BB&T/TRUIST MONEY MARKET	1,298,961.20	789,468.25
10-1140-000	NC CLASS INVESTMENT ACCOUNT	252,895.64	0.00
10-1170-000	NC CASH MGMT TRUST	4,790,541.47	4,707,027.01
10-1205-000	A/R OTHER	0.00	0.00
10-1210-000	A/R SOLID WASTE FEES	1,014,210.42	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	653,701.09	24,089.41
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	19,326.16	5,915.39
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	9,066.37	3,273.69
10-1213-000	A/R PROPERTY TAX INTEREST RECEIVABL	1,811.80	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>11,996,304.12</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	5,206.34	38,473.39
10-2116-000	CUSTOMER REFUNDS	7,150.84	7,959.89
10-2120-000	BOND DEPOSIT PAYABLE	47,896.25	47,896.25
10-2151-000	FICA TAXES PAYABLE	0.00	0.00
10-2152-000	FEDERAL TAXES PAYABLE	0.00	0.00
10-2153-000	STATE W/H TAXES PAYABLE	305.00-	305.00-
10-2154-001	NC RETIREMENT PAYABLE	0.00	0.00
10-2155-000	HEALTH INSURANCE PAYABLE	0.00	0.00
10-2156-000	LIFE INSURANCE PAYABLE	0.00	0.00
10-2157-000	401K PAYABLE	0.00	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	1,811.80	2,057.67
10-2610-000	DEFERRED REVENUE SOLID WASTE FEES	1,014,210.42	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	19,326.16	5,915.39
10-2625-000	DEFERRED REVENUE - CURR YR TAX	653,701.09	24,089.41
10-2630-000	DEFERRED REVENUE-NEXT 8	9,066.37	3,273.69
10-2635-000	DEFERRED REVENUE - PREPAID TAXES	675.44	609.44
	Total Liabilities	<u>1,810,614.02</u>	<u>198,097.66</u>

WEDDINGTON
General Fund
BALANCE SHEET
AS OF: 10/31/24

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	2,463,674.84-	5,237,544.61
	Less Expenses	<u>2,242,556.00-</u>	<u>3,953,385.47</u>
	Net	<u>221,118.84-</u>	<u>1,284,159.14</u>
	Total Fund Balance	<u>7,357,007.58</u>	<u>8,862,285.56</u>
	Total Liabilities & Fund Balance	<u>9,167,621.60</u>	<u>9,060,383.22</u>

WEDDINGTON
Statement of Revenue and Expenditures - Standard

Revenue Account Range: First to zz-zzzz-zzz	Include Non-Anticipated: Yes	Year To Date As Of: 10/31/24
Expend Account Range: First to zz-zzzz-zzz	Include Non-Budget: No	Current Period: 10/01/24 to 10/31/24
Print Zero YTD Activity: No		Prior Year: 10/01/23 to 10/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
10-3101-110	AD VALOREM TAX - CURRENT	193,468.85	775,000.00	41,465.49	153,198.95	621,801.05-	20
10-3102-110	AD VALOREM TAX - 1ST PRIOR YR	2,861.09	10,000.00	744.79	4,760.06	5,239.94-	48
10-3103-110	AD VALOREM TAX - NEXT 8 YRS PRIOR	6.38	200.00	76.97	122.71	77.29-	61
10-3110-121	AD VALOREM TAX - MOTOR VEH CURRENT	25,535.35	72,500.00	24,968.97	24,968.97	47,531.03-	34
10-3115-180	TAX INTEREST	110.51	1,750.00	36.46	245.87	1,504.13-	14
10-3120-000	SOLID WASTE FEE REVENUES	153,748.62	1,175,000.00	58,592.15	221,458.80	953,541.20-	19
10-3231-220	LOCAL OPTION SALES TAX REV - ART 39	0.00	370,500.00	57,214.48	116,803.37	253,696.63-	32
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	0.00	445,000.00-	0
10-3340-400	ZONING & PERMIT FEES	2,937.00	12,500.00	1,165.00	8,607.50	3,892.50-	69
10-3350-400	SUBDIVISION FEES	880.00	7,500.00	0.00	4,088.75	3,411.25-	55
10-3360-400	STORMWATER EROSION CONTROL FEES	0.00	5,000.00	0.00	218.75	4,781.25-	4
10-3830-891	MISCELLANEOUS REVENUES	100.00	28,000.00	0.00	3,898.38	24,101.62-	14
10-3831-491	INVESTMENT INCOME	19,932.20	150,000.00	25,214.62	95,903.05	54,096.95-	64
General Fund Revenue Totals		399,580.00	3,097,950.00	209,478.93	634,275.16	2,463,674.84-	20

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	86,724.10	1,042,650.00	84,334.48	337,337.92	705,312.08	32
10-4110-120	FIRE	0.00	0.00	0.00	0.00	0.00	0
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

WEDDINGTON
Statement of Revenue and Expenditures

11/06/2024
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Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
10-4120-191	AUDIT FEES	0.00	10,500.00	0.00	0.00	10,500.00	0
10-4120-193	CONTRACT LABOR	9,547.32	40,000.00	0.00	12,428.74	27,571.26	31
10-4120-200	OTHER ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0
10-4120-205	OFFICE SUPPLIES - ADMIN	238.04	23,000.00	273.17	787.00	22,213.00	3
10-4120-210	PLANNING CONFERENCE	0.00	4,000.00	0.00	0.00	4,000.00	0
10-4120-321	TELEPHONE - ADMIN	136.43	2,000.00	155.49	466.42	1,533.58	23
10-4120-325	POSTAGE - ADMIN	639.86	2,500.00	0.00	837.65	1,662.35	34
10-4120-331	UTILITIES - ADMIN	348.55	5,000.00	636.36	1,224.82	3,775.18	24
10-4120-351	REPAIRS & MAINTENANCE - BUILDING	16,345.56	10,000.00	73,352.50-	73,352.50-	83,352.50	734-
10-4120-352	REPAIRS & MAINTENANCE - EQUIPMENT	2,896.07	65,000.00	3,158.11	49,977.19	15,022.81	77
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	6,595.00	90,000.00	2,701.40	18,109.34	71,890.66	20
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	473.36	1,500.00	473.36	1,013.36	486.64	68
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	500.00	6,500.00	600.00	1,680.00	4,820.00	26
10-4120-370	ADVERTISING - ADMIN	0.00	500.00	25.50	51.00	449.00	10
10-4120-397	TAX LISTING & TAX COLLECTION FEES	0.00	500.00	0.00	377.35	122.65	75
10-4120-400	ADMINISTRATIVE:TRAINING	210.88	6,500.00	382.00	1,995.00	4,505.00	31
10-4120-410	ADMINISTRATIVE:TRAVEL	140.89	5,000.00	500.29	1,501.24	3,498.76	30
10-4120-450	INSURANCE	0.00	25,000.00	0.00	26,649.27	1,649.27-	107
10-4120-491	DUES & SUBSCRIPTIONS	13,475.00	28,500.00	25.00	14,558.00	13,942.00	51
10-4120-498	GIFTS & AWARDS	136.38	1,500.00	0.00	143.43	1,356.57	10
10-4120-499	MISCELLANEOUS	995.45	12,500.00	4,321.01	7,053.07	5,446.93	56
	4120 ADMINISTRATIVE	69,468.93	592,155.00	40,621.94-	146,219.27	445,935.73	25
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
10-4130-121	SALARIES - ZONING ADMINISTRATOR	3,622.68	80,750.00	6,666.66	26,666.64	54,083.36	33
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	1,597.93	21,950.00	1,964.17	7,564.92	14,385.08	34

WEDDINGTON
Statement of Revenue and Expenditures

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
10-4130-124	SALARIES - PLANNING BOARD	250.00	5,150.00	200.00	700.00	4,450.00	14
10-4130-125	SALARIES - SIGN REMOVAL	274.05	3,600.00	264.60	1,124.55	2,475.45	31
10-4130-181	FICA EXPENSE - P&Z	439.49	8,475.00	695.83	2,758.40	5,716.60	33
10-4130-182	EMPLOYEE RETIREMENT - P&Z	579.63	17,675.00	1,114.00	4,456.00	13,219.00	25
10-4130-183	EMPLOYEE INSURANCE	0.00	16,125.00	1,374.00	5,496.00	10,629.00	34
10-4130-184	EMPLOYEE LIFE INSURANCE	0.00	375.00	25.60	102.40	272.60	27
10-4130-185	EMPLOYEE S-T DISABILITY	0.00	200.00	14.00	56.00	144.00	28
10-4130-190	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-4130-192	CONSULTING STORMWATER CONTROL	3,981.70	60,000.00	7,686.41	17,370.64	42,629.36	29
10-4130-193	CONSULTING	2,627.50	65,000.00	5,840.00	14,705.28	50,294.72	23
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	225.22	7,500.00	273.16	786.97	6,713.03	10
10-4130-215	HISTORIC PRESERVATION	0.00	250.00	0.00	0.00	250.00	0
10-4130-220	INFRASTRUCTURE	75,000.00-	179,000.00	0.00	75,000.00	104,000.00	42
10-4130-321	TELEPHONE - PLANNING & ZONING	136.44	2,000.00	155.49	466.42	1,533.58	23
10-4130-325	POSTAGE - PLANNING & ZONING	639.85	2,500.00	0.00	692.88	1,807.12	28
10-4130-331	UTILITIES - PLANNING & ZONING	373.15	5,048.85	455.73	1,068.16	3,980.69	21
10-4130-370	ADVERTISING - PLANNING & ZONING	0.00	500.00	0.00	0.00	500.00	0
10-4130-500	CAPITAL EXPENDITURES - P&Z	0.00	200,000.00	0.00	0.00	200,000.00	0
	4130 ECONOMIC & PHYSICAL DEVELOPME	60,252.36-	693,598.85	26,729.65	159,015.26	534,583.59	23
	General Fund Expenditure Totals	260,969.92	3,097,998.85	173,552.34	855,394.00	2,242,604.85	28

10 General Fund	Prior	Current	YTD
Revenues:	399,580.00	209,478.93	634,275.16
Expenditures:	260,969.92	173,552.34	855,394.00

WEDDINGTON
Statement of Revenue and Expenditures

Net Income:	138,610.08	35,926.59	221,118.84-
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Grand Totals	Prior	Current	YTD
Revenues:	399,580.00	209,478.93	634,275.16
Expenditures:	260,969.92	173,552.34	855,394.00
Net Income:	138,610.08	35,926.59	221,118.84-

TOWN OF WEDDINGTON
 SCIF QUARTERLY SUMMARY REPORT
 AS OF 9/30/2024

	TOWN HALL REPAIR & RENOVATIONS	OUTBUILDING RENOVATION & SIDEWALK CONSTRUCTION	PARK PLAZA CONSTRUCTION	TOWN PARK AMPITHEATER & PICNIC TABLES	LANDSCAPING, LIGHTING, GRADING & IRRIGATION	INTERSECTION IMPROVEMENTS	AUDIO-VISUAL ENHANCEMENTS	CONSULTING & PROJECT MANAGEMENT	ESTIMATED COST OVERRUNS	INTEREST EARNED	
SCIF PROJECT ORDINANCE BUDGET	\$ -	\$ 175,000.00	\$ 150,000.00	\$ 105,000.00	\$ 75,000.00	\$ 35,000.00	\$ 65,000.00	\$ 20,000.00	\$ 75,000.00	\$ 150,000.00	\$ -
RECEIPT OF FUNDS 8/25/23	\$ 850,000.00										
INTEREST EARNED AS OF 9/30/24	\$ 35,454.63									\$ 35,454.63	
TRANSFER TO GENERAL FUND	\$ (153,081.57)	\$ (42,555.57)	\$ -	\$ (102,034.00)	\$ -	\$ (8,492.00)	\$ -	\$ -	\$ -	\$ -	
SCIF CASH BALANCE AT 9/30/24	<u>\$ 732,373.06</u>	<u>\$ 132,444.43</u>	<u>\$ 150,000.00</u>	<u>\$ 2,966.00</u>	<u>\$ 75,000.00</u>	<u>\$ 26,508.00</u>	<u>\$ 65,000.00</u>	<u>\$ 20,000.00</u>	<u>\$ 75,000.00</u>	<u>\$ 150,000.00</u>	<u>\$ 35,454.63</u>
DUE TO GENERAL FUND FY2025											
DEHAAN PAINTING	Nov-23	\$ 10,320.00	\$ 10,320.00								
DEHAAN PAINTING	Dec-23	\$ 3,945.63	\$ 3,945.63								
DEHAAN PAINTING DEPOSIT /	Sep-23	\$ (10.00)	\$ (10.00)								
WD SMITH GRADING ADJ		\$ (337.36)		\$ (337.36)							
XL MEDIAWORKS	Jul-24	\$ 14,329.05					\$ 14,329.05				
DUE TO GENERAL FUND FY2025		<u>\$ 28,247.32</u>	<u>\$ 14,255.63</u>	<u>\$ -</u>	<u>\$ (337.36)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,329.05</u>	<u>\$ -</u>	<u>\$ -</u>
SCIF BALANCE REMAINING AT 9/30/24		<u>\$ 704,125.74</u>	<u>\$ 118,188.80</u>	<u>\$ 150,000.00</u>	<u>\$ 3,303.36</u>	<u>\$ 75,000.00</u>	<u>\$ 26,508.00</u>	<u>\$ 65,000.00</u>	<u>\$ 5,670.95</u>	<u>\$ 75,000.00</u>	<u>\$ 150,000.00</u>

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

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: November 11, 2024

SUBJECT: Tax Report– October 2024

Transactions:	
Balance Adjustments	\$2.22
Refunds	\$725.25
Taxes Collected:	
2022	\$(77.55)
2023	\$(1301.16)
2024	\$(99801.15)
As of October 31, 2024; the following taxes remain Outstanding:	
2013	\$214.81
2014	\$192.50
2015	\$187.26
2016	\$361.06
2017	\$429.85
2018	\$256.70
2019	\$582.41
2020	\$531.98
2021	\$1280.80
2022	\$6062.71
2023	\$32,690.94
2024	\$1,656,611.03
Prepaid Taxes	\$(129.95)
Total Outstanding:	\$1,699,272.10