

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, AUGUST 12, 2013 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104
AGENDA**

Prayer – Mayor Walker F. Davidson

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Presentations/Special Recognitions
 - A. Recognition of Deputy Chris Black and Introduction of Deputy Chris Byrum
 - B. Presentation by Pamela Caskey with Safe Alliance
5. Public Comments
6. Additions, Deletions and/or Adoption of the Agenda
7. Approval of Minutes
 - A. July 8, 2013 Regular Town Council Meeting Minutes
8. Consent Agenda (Public Hearings to be held September 9, 2013 at 7:00 p.m. at the Weddington Town Hall)
 - A. Call for Public Hearing to Review and Consider – Anderson Agritourism Conditional Zoning Permit
 - B. Call for Public Hearing to Review and Consider an Interlocal Agreement and Fire Service Agreement with Providence VFD
 - C. Call for Public Hearing Regarding an Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property
 - D. Consideration of Authorizing the Tax Collector to Collect the 2013 Real Property Taxes for the Town of Weddington
9. Public Hearings and Consideration of Public Hearings
 - A. Public Hearing to Review Text Amendments to Section 58-3 (Enforcement and Penalties)
 - B. Consideration of Ordinance Adopting Text Amendments to Section 58-3
 - C. Public Hearing to Review Text Amendments to Section 58-13 (Temporary Structures and Uses)
 - D. Consideration of Ordinance Adopting Text Amendments to Section 58-13
 - E. Public Hearing to Review Text Amendments to Section 58-60 (1) o Banquet and Reception Centers, and Conference Centers and Text Amendments to Sections 58-52, 58-53, 58-54 and 58-58 to add Wedding, Banquet and Reception Centers
 - F. Consideration of Ordinance Adopting Text Amendments to Section 58-52, 58-53, 58-54, 58-58 and 58-60

- G. Public Hearing to Review Text Amendments to Section 58-4 (Add Definition of Conference Center)
 - H. Consideration of Ordinance Adopting Text Amendments to Section 58-4
 - I. Public Hearing to Review - Southside Christian Assembly Temporary Mobile Classrooms Conditional Use Permit
 - J. Consideration of Conditional Use Permit for Southside Christian Assembly for Temporary Mobile Classrooms
 - K. Public Hearing to Review St. Mark Coptic Orthodox Church CZ Rezoning
 - L. Consideration of the CZ Rezoning Request for St. Mark Coptic Orthodox Church
10. Old Business
- A. Consideration of Appointment to the Public Safety Advisory Committee - Staff
11. New Business
- A. Discussion and Consideration to Authorize Staff to Engage Company to Perform Phase 1 and Phase 2 Environmental Study for Providence VFD Located on Hemby Road – Attorney Fox
 - B. Review and Consideration of the Atherton Estates Subdivision Modification Request - Staff
 - C. Review and Consideration of the Atherton Estates Conventional Subdivision Preliminary Plat - Staff
 - D. Review and Consideration of the Memorandum of Understanding – Charlotte Regional Transportation Planning Organization – Councilwoman Harrison
 - E. Review and Consideration of Services Agreement and Statement of Work for Code Enforcement Services – Centralina Council of Governments - Staff
 - F. Review and Consideration of Landscaping Agreement – Weddington Town Hall – Councilwoman Hadley
 - G. Review and Consideration of Technology Expenditures Recommended by VC3 - Staff
12. Update from Town Planner
13. Update from Town Administrator
14. Public Safety Report
15. Update from Finance Officer and Tax Collector
16. Transportation Report
17. Council Comments
18. Adjournment

SAFE ALLIANCE



safealliance™

WHERE HOPE & HEALING BEGIN

Formerly Known As United Family Services

Safe Alliance's mission is to
provide hope and healing to
people in crisis

LOGO



WHY THE LOTUS FLOWER?

- 🌸 begins life in the mud at the bottom of a pond
- 🌸 grows upward through the water's waves and currents and blooms into a beautiful flower when it surfaces
- 🌸 process is symbolic of the inspirational journey our clients travel with Safe Alliance
- 🌸 people come to us in a crisis that many would define as the worst of their lives
- 🌸 clients utilize the knowledge, resources and tools gained through their engagement with Safe Alliance to empower themselves and blossom like the lotus flower
- 🌸 Petals -the national awareness colors for sexual assault (teal), child abuse (blue) mental health (green) and domestic violence (purple-Mecklenburg).

Tagline **where hope and healing begin** reflects our new mission.

What is Sexual Violence?

Child Abuse

- Any sexual act between an adult and a minor or between two minors when one exerts power over the other.
- Forcing, coercing or persuading a child to engage in any type of sexual act or contact. It also includes non-contact acts such as exhibitionism, exposure to pornography, voyeurism and communicating in a sexual manner by phone or Internet.

Sexual Assault

- Includes any sexual behavior that is against the will of another person (often through force, manipulation or coercion).

Child Abuse also Includes:

- Physical Abuse
- Emotional Abuse
- Neglect



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Why is it a problem?

- DSS accepted 1,293 reports of Child Abuse representing over 2,851 children. (DSS 2012)
- 1 in 4 girls & 1 in 6 boys are abused by age 18
- *87% of sexual assault victims are under age 19
- *67% are under age 13
- *23% are under age of 5
- *30% of children are victims of other children
- *99% of victims know their offender
- Child sexual abuse occurs 3x's more often than physical
- 75% of childhood disclosures are accidental
- 1 in 5 children are solicited while on the Internet.

*Union County UFS FY2012 Data

What Does Trauma Costs Us?

Traumatic experiences produce critical long-term consequences for victims, families, communities and society. Rape is the costliest of all crimes, leading to medical, prosecutorial and social service expenses, lost wages and lost quality of life.

Average Lifetime Cost of Child Abuse

- Includes:
 - \$32,648 in child health care
 - \$10,530 in adult medical
 - \$144,360 in productivity losses
 - \$7,728 in child welfare
 - \$6,747 in criminal justice
 - \$7,999 in special education
- Resulting in Death includes:
 - \$14,100 in medical costs
 - \$1,258,800 productivity losses

*Prevent Child Abuse NC

Total Economic Cost

- The intermediate impact in Union County is \$2,194,526

North	\$419,598
Western	\$330,032
Central	\$359,544
Eastern	\$ 64,247

- The long term impact in Union County is \$22,603,614

North	\$4,318,776
Western	\$3,399,326
Central	\$3,703,300
East	\$ 661,741

2010 Census Data/Darkness to Light

Why doesn't <9 out of 10> tell?

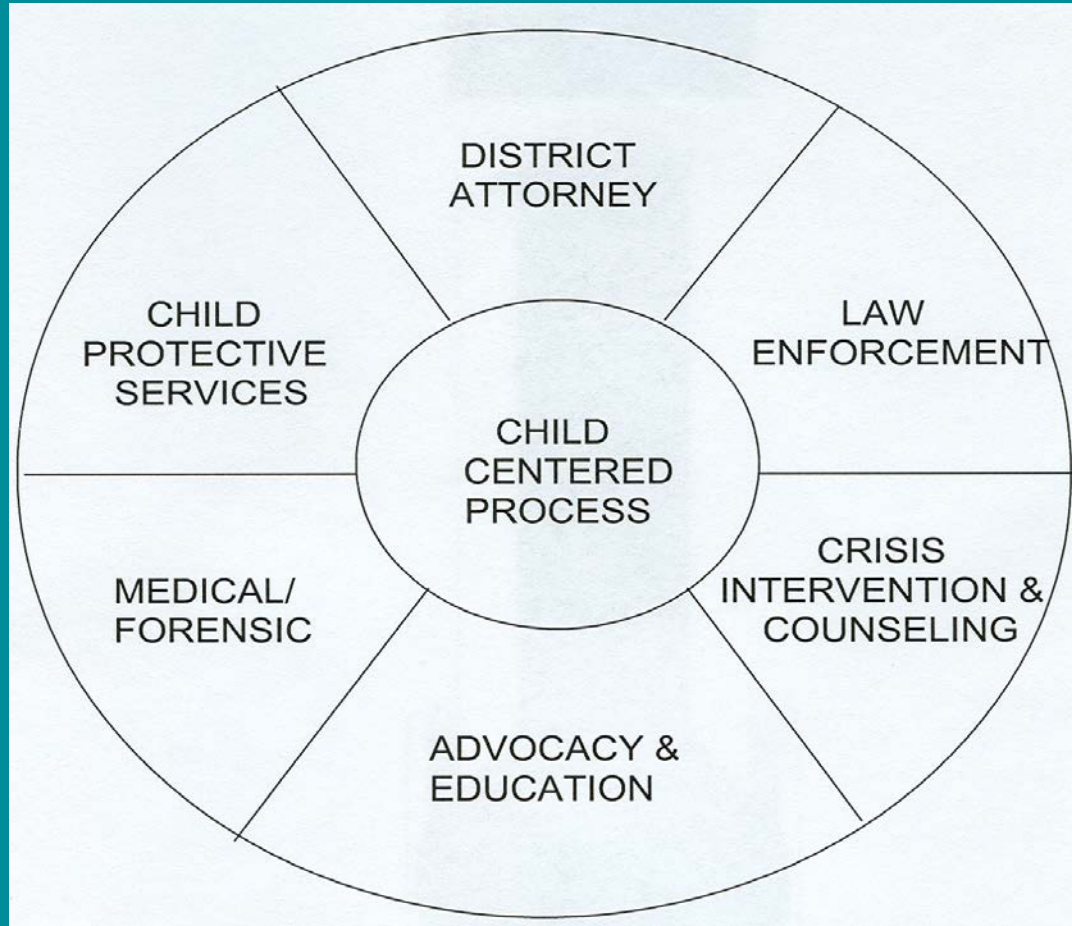
- The abuser shames the victim, points out that the victim let it happen, or tells them their love ones will be angry or taken away.
- The abuser is often manipulative and may try to confuse the victim about what is right and wrong.
- The abuser sometimes threatens or bribes the victim.
- Victims are afraid of disappointing their a loved one or disrupting the family.
- Children maybe too young to understand and think abuse is normal.
- Many abusers tell children the abuse is "okay" or a "game."
- Abusers earn the trust of a victim during the grooming process.
- The victim or parent may be dealing with other barriers such as lack of resources (money, job, childcare etc.) and may feel trapped.

Safe Alliance?

- Rape Crisis Hotline
- Hospital Accompaniment
- Crisis Intervention
- Victim Advocacy
- Victim's Compensation
- Safety planning
- Forensic Interview
- Medical Exam
- Court Education & Accompaniment
- Support Groups
- Trauma Focused Counseling (Adults/Kids)

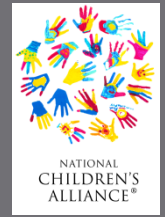
Safe Alliance works in coordination with Social Services, Health Department, Law Enforcement and the District Attorney's Office to deliver effective, efficient and comprehensive services to help mitigate the long-term effects of trauma with hope and healing.

Multi-Disciplinary Team (MDT)



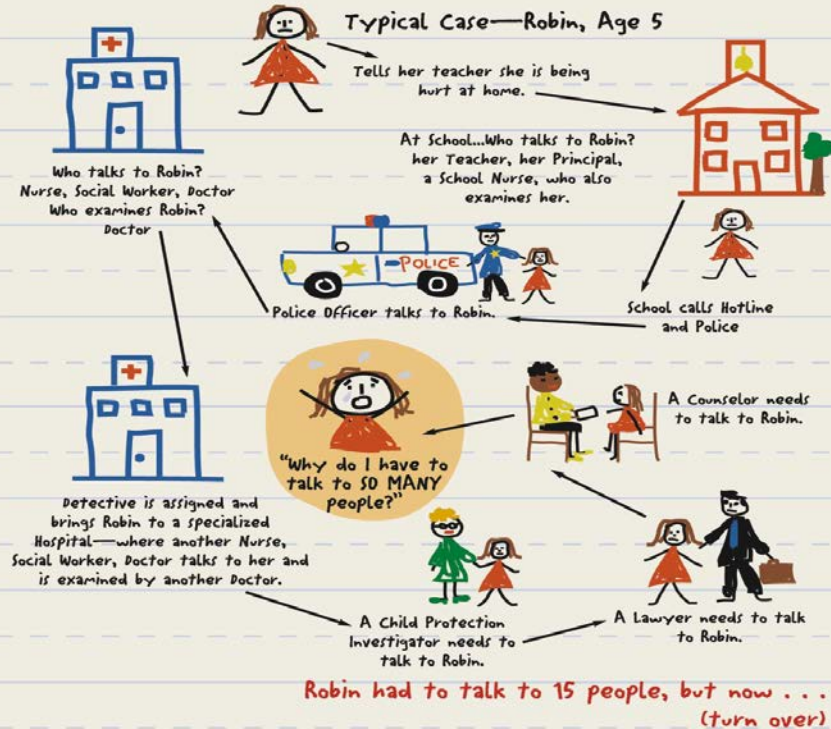


The Tree House Children's Advocacy Center



Changing the Child Abuse System

WHAT USED TO HAPPEN WHEN KIDS NEEDED HELP FOR ABUSE



Changing the Child Abuse System

WHAT HAPPENS TODAY WHEN KIDS NEED HELP FOR ABUSE



Referrals accepted by Law Enforcement & DSS





Tree House Train Table



Tree House Talking Room



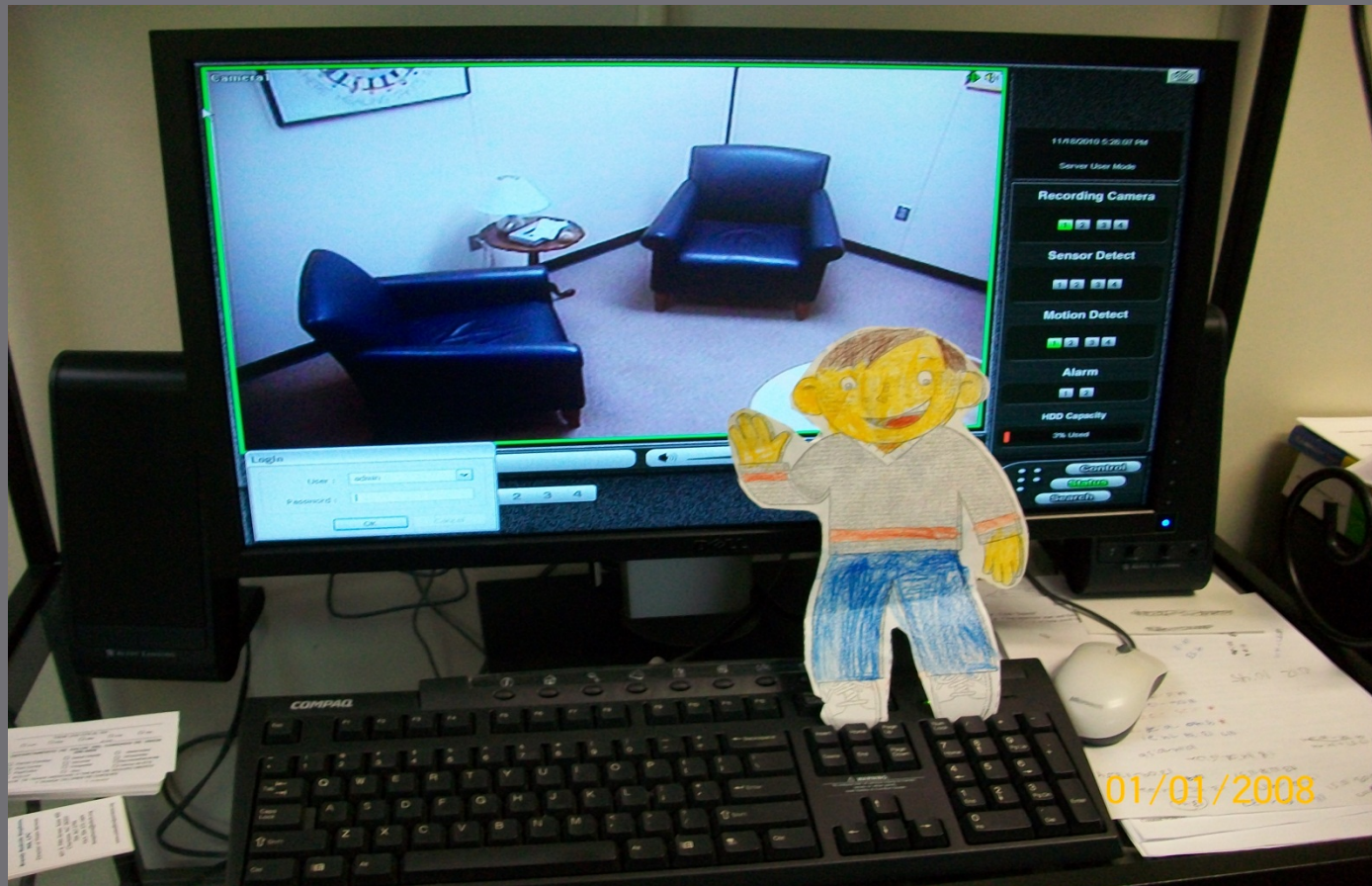
01/01/2008



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Formerly Known As United Family Services

MDT Observation





You are a hero!

The United County
Children & Adolescent Services Center
1000 N. 1st St.
Cuba, MO 64730
(417) 335-1234
www.unitedcounty.org

The Tree House Medical Room



The Tree House Kids Corner

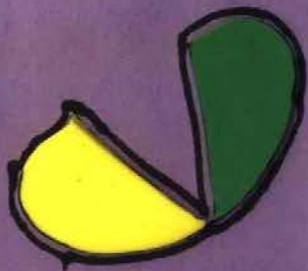
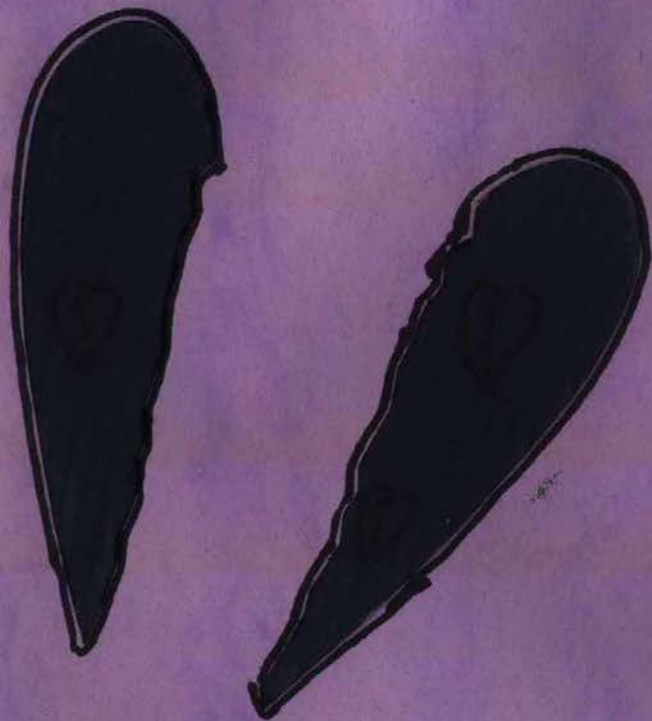




Recovering from Sexual Assault

Recovering from sexual assault or violent trauma is very similar to recovering from the death of a loved one. Talking to and sharing feelings about the experience with someone who is supportive, open and knowledgeable about this issue can help in the recovery process.

I hate you



LEAVE
ME
ALONE!



I THOUGHT

YOU CARED!



I + trusted
you, but you
hurt me!

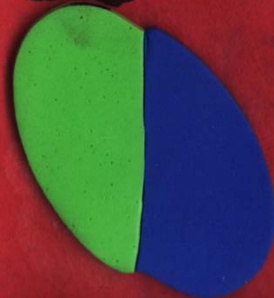


Its not my



Fault!

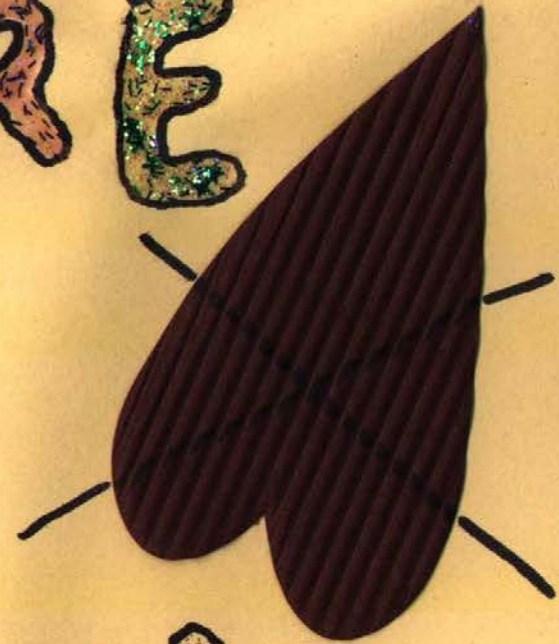
Its yours!!



YOU ARE

REALLY

MEAN!



YOU SHOULD
BE TREATED
LIKE U TREATED
MY SISTER!

You thought you broke me down,
BUT you really built me up.

What you took **ONLY** pushed me  Away,
MORE.

I Stayed Quiet For
TOO LONG!!!!

This is my counselor!



Counseling at the Tree House



Play Therapy Sand Tray



12/18/2010



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“HERO” PARTY





In Union County, we offer The Tree House Children's Advocacy Center, a 24 hour rape crisis hotline, hospital accompaniment, advocacy, case management, safety planning support groups and court accompaniment. We also specialize in trauma informed counseling for those struggling with emotional crisis.

Safe Alliance offers hope.
With your support--HOPE is
helping to change the future
of our community one life at
a time.

What can you do to help?

Rape Crisis Hotline:
(704) 283-7770

1. Understand that adults are responsible for protecting children.
2. Minimize one-adult and one-child situations.
3. Talk about it!
4. Recognize the Signs & Make a Report on Suspicions
 - [Physical signs](#) of sexual abuse are not always common. Physical problems associated with anxiety, chronic stomach pain or headaches.
 - [Emotional or behavioral signals](#) are more common in perfect behavior to withdrawal, depression, unexplained anger and rebellion.
 - Inappropriate sexual behavior or language
 - Be aware, some children will not show any signs whatsoever.
 - Be supportive; don't overreact and DO NOT INTERVIEW!

What can you do to help?

Rape Crisis Hotline:
(704) 283-7770

2. Volunteer at Safe Alliance

- Accompany a victim at the hospital as a Rape Crisis Companion
- Become a family advocate at The Tree House or accompany a victim and family in court
- Provide office support including administrative, database, acknowledgements, etc
- Projects...landscaping, washing windows, cleaning toys, etc.
- Create art projects to enhance a child and family experience
- Contribute items on the Wish List; Join our speaker's bureau
- Support events and activities especially for the month April
- Become a Union County Advisory Council Team Member
- Organize a presentation or tour to you faith, civic or social groups

What can you do to help?

**Rape Crisis Hotline:
(704) 283-7770**

3. Donate or help us raise funds

- Make an individual, group or organizational contribution
- Help coordinate and plan fundraising events
 - April: Child Abuse Prevention and Sexual Assault Awareness Month
 - Beach Blues and BBQ Corn Hole Tournament
 - Champions for Children
 - Wine Tasting Event
 - AW SHUCKS preseason opening and BBQ
 - Design an Safe Alliance Signature Fundraising Event
 - Select Safe Alliance as a recipient of a fundraising event
- Sponsorship Opportunities
 - Annual Sponsorship for Multiple Events
 - Event Sponsorships & Silent Auction Items

Safe Alliance
offers hope.

HOPE is helping
to change the
future of our
community one
life at a time.



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JULY 8, 2013 - 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on July 8, 2013, with Mayor Walker F. Davidson presiding.

Present: Mayor Walker F. Davidson, Mayor Pro Tem Daniel Barry, Councilmembers Werner Thomisser, Pamela Hadley and Barbara Harrison, Town Attorney Anthony Fox, Finance Officer Leslie Gaylord, Town Planner Jordan Cook and Town Administrator Amy McCollum

Absent: None

Visitors: Todd Alexander, Jessica Alexander, Steven R. Carow, Daryl Matthews, Bill Deter, Isaac Harrow, Kim Hunter, Rick Becker, Lanny Openshaw, Anthony Burman and Joshua Dye

Mayor Walker F. Davidson offered the Invocation prior to the opening of the meeting.

Item No. 1. Open the Meeting. Mayor Davidson called the July 8, 2013 Regular Town Council Meeting to order at 7:02 p.m.

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

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

Item No. 4. Presentations.

A. Presentation by Pamela Caskey with Safe Alliance. This item was removed from the agenda and will be on the August Town Council agenda.

B. Presentation and Question and Answer Session by Marvin Mayor Pro Tem Anthony Burman Regarding the Monroe Bypass. The Town Council received a PowerPoint Presentation Entitled: Fix it First! Myths and Contradictions with the Monroe Bypass Project – An Appeal for Facts and Fiscal Responsibility.

Councilmember Werner Thomisser introduced the following individuals: Mineral Springs Mayor Rick Becker, Former Board of County Commissioner and Marvin Councilman Lanny Openshaw, Kim Hunter with Southern Environmental Law Center in Chapel Hill and Marvin Mayor Pro Tem Anthony Burman.

Councilmember Thomisser - Within the last couple of months, I was listening to the television about the great train robbery in Los Angeles. There was an idea to have a high speed train between Los Angeles and San Francisco. The federal government has spent \$12 billion over the past 10 years and they have not laid one foot of track. Subsequent to that, the City of Seattle decided that they were going to run a high speed train between Seattle and Portland, Oregon. When they started the project the train was supposed to go 200 miles an hour. There was only one thing that was wrong: the track could not hold a train going in excess of 70 mph. They spent \$1.2 billion and they have a train that saves commuters between those two cities 10 minutes. The question is was that a good value? In comparison, the widening of 485 from I-77 to Rea Road, that project will be completed a year from this Christmas and the total cost is \$88 million. The Monroe Bypass is a project that is going to cost \$800 million and the bonds to satisfy that will run about \$24 million. Is there a better way to do this? That is why we are here tonight. Citizens of Weddington will say what does that have to do with me? The NC Senate and House within the last two weeks once again raised the gasoline tax ½ cent and we are now paying between 36 cents and 37 cents tax per gallon for gas. If you go down to South Carolina it is 20 cents less. That money goes into the Highway Trust Fund. It behooves us to spend the money wisely. We have

deteriorating bridges. We need to come up with alternative ways to solve the problem on Highway 74 without having to spend an enormous amount of money.”

Mr. Burman gave the following presentation:

NC Roads and Bridges are Crumbling

- 40% of state’s bridges are deficient or functionally obsolete
- More than 50% of Union County bridges and 31 to 40% of Mecklenburg Bridges are deficient

Poor Roads and Bridges are a factor in 30% of fatal highway accidents

- Poor roads costs drivers \$1.7 billion each year in extra vehicle repairs and operating costs
- 34% of rural roads in NC are in mediocre or poor condition

Picture - Highway 218 Bridge over Goose Creek – DOT Inspections note components in critical and poor condition – Delayed to 2015

Picture - Spall in Span 2 Deck Overhang, Left Side at Pier 1

Picture - Cracks in Left End Pier Cap (Spall in the Left End of Pier 1 Cap)

Picture – A Pothole Repair on State Maintained Road...Nothing but Gravel

Carton depicting N.C. Turnpike Authority Connector (Garden Parkway Study/Monroe Bypass Study)

The Telltale Wink ;)

- SELC asked Jennifer Harris in an email 9/28/2010 to clarify the statement that the socioeconomic forecasts did not include the Monroe Connector
- Ms. Harris did not respond to SELC but forwarded the email to turnpike colleague Christy Shumate with only this “;)” message.

NCTA Lied to the Public and the Court

- Included “built” data in the “no build” analysis
- Legacy Park – planned 5,000 acre office and industrial park = thousands of homes
- Thousands of Homes = more overcrowding of schools = increased costs to taxpayers

The Problem with Legacy Park

- Legacy = posed a problem for environmental documents = so not included
- Loan documents – it was touted as benefit of bypass = included
- County Land Use Plan – once in, then out
- Jennifer Harris claimed Legacy was never mentioned in planning discussions but...
- Emails between Partnership of Progress and NCTA advised “caution” in discussing Legacy = Officials later developed amnesia

Myth #1: The Monroe Bypass will relieve congestion on 74

- NCDOT has repeatedly indicated the bypass is not intended or expected to improve conditions on 74
- Projected traffic volumes show congestion to worsen with an increase to 67,000 vehicles per day compared to 54,000 today for section from Stallings to Indian Trail
- Planned improvements to I-485 and I-77 will further increase traffic but to an unknown degree because those projects were not included in the model

Myth #2: The Monroe Bypass will reduce travel times for commuters

- Average commute time for Union County residents in 2010 was 27.8 minutes (Baker Study) and has not risen dramatically during past decade despite significant growth
- Data shows average driver will save only 18 seconds and only 8% of drivers would save more than one minute on their average commute time
- Maximum time savings = 5-7 minutes

Myth #3: The Bypass will remove truck traffic from 74

- NCDOT experts are “**hoping**” that the toll road will remove most of the truck and through traffic off 74 but admit that many truck drivers and commercial facilities are split on whether the bypass will be beneficial to them based on their location and use
- No current data regarding how much is local and through traffic on 74 for trucks or passenger vehicles

NCDOT 2011 Data Suggests most of the Truck Traffic is Local

- Between Stallings and Monroe 3,500 – 5,000 daily
- Monroe to 601S = 5,000-5,500
- 601 to Laurinburg drops to half – 2,500-3,000
- Laurinburg to Wilmington even less – 1,500-2,500
- Trust traffic on I-40 parallel routes is roughly 3 x volumes of 74

Diagram showing 2011 Annual Average Daily Truck Traffic along I-40 and US 74

Myth #4: The Monroe Bypass will create jobs and grow economy

- NCDOT describes less than 1% growth as a result of building the bypass but...What about Legacy Impact and what about the development expected to occur around the 9 interchanges?
- The Baker Study concluded that growth in Union County is primarily attributed to available land, school quality, housing affordability, and acceptable commuting times not infrastructure.

Myth #5: Improving existing 74 is not feasible

- 2007 Stantec Study described effective ways to improve traffic flow on 74 for a fraction of the costs: superstreet design, traffic signal optimization, service roads to maintain access to businesses
- NCTA is **not** in favor of changes to 74 that would have a “competing interest” with the bypass

Myth #6: All alternatives to the bypass have been ruled out

- Review of alternatives was limited to those options equivalent to creating a high speed freeway – the stated purpose of the project
- Alternatives such as widening parallel roads (Old Monroe, Secret Shortcut and 218) in combination with improvements to 74 were not considered
- Light rail was eliminated in the first round of review prior to the opening of Lynx Blue Line in November 2007
- The Lynx averages ridership of 15,000 daily on weekdays, many of whom are “park and ride” passengers from SC

Contradictions Abound and Keep the Public Confused About the Benefits and Drawbacks of Project

Conflicts of Interests

- Steve Harrison’s Expose in Charlotte Observer November 2012 identified conflicts
 - Legacy Park – Environmental Impact (In or out? Whatever is convenient)
 - Bypass has potential financial benefits to former BOT board members and US Congressmen
- Questionable procedures for preserving current bid rather than rebidding the project

Other Concerns

- Initial cost estimates range between \$700 - \$800 Million for construction
- Bonds will be repaid through contributions from the Highway Trust Fund of \$24 Million annually for next 40 years, reducing funds for other projects
- Loss of Strategic Highway Corridor Designation for 74 may eliminate priority funding for future improvements

- David Hartgen, professor emeritis at UNCC, transportation consultant, says the Monroe Bypass may not carry enough traffic to warrant construction
- US 4th Circuit Court of Appeals unanimously ruled against the NCDOT on basis of flawed data analysis and misrepresenting information to the public
- Unclear how thorough the “do-over” will be
- KEY QUESTION: If accurate data would support the support the project, why the need to lie?

Failed Projects

Highly Speculative Endeavor

- Toll Road around Greenville, SC opened 2001 and declared bankruptcy in 2010 due to revenues about 1/3 of projections
- Gaston Parkway – legislation to stop all planning introduced last month
- HOV Lanes – Lower than expected use so now conversions to HOT Lanes on I-77
- Idea experiencing strong objection from residents for 50 year contract with private funding sources

Environmental Issues

- Agencies have consistently expressed strong interest in improving existing 74 in lieu of building on new location
- Concerns deal with human environment – water quality, air quality
- Heelsplitter is the “canary in the coal mine” and only used by proponents as a red herring and as attempt to shift blame for delays created by faulty DOT data to the environmental agencies

Picture – Not-So-Endangered Mussel: The Carolina Deal Splitter (N.C. Turnpike Authority) Watershed is already compromised - Fish Kill photographed on 2-28-2013

Sierra Club named Monroe Bypass as one of the 50 WORST projects in US for 2012!

Decision based on 5 criteria

- Oil dependence
- Environmental impact (air and water quality)
- Public Health impacts
- Economic impact (keeping money in local economies)
- Land Use Impact

New Crisis Era with Transportation Funding

- Gas tax revenues declining while construction and maintenance costs are increasing 15 to 20% annually
- Existing infrastructure in disrepair in our formerly “Good Roads State”
- NC cutting funding for education, health care, etc.
- Need for greater fiscal accountability and stewardship across the board – including roads
- Dollar for Dollar, improving existing roads gets bigger bank for the buck

Time to Move ON

- Ask decision makers to focus on the most expedient and cost effective solutions for transportation
- Cut the losses and Get Started to Fix It First
- Sign the online petition
- Write your legislators (It’s in their hands)
- Talk to local elected officials
- Speak or write to MUMPO Members
- Lobby to get improvements to 74 on the TIP

The Town Council also received the following items:

- Article in the Charlotte Observer dated Thursday, June 20, 2013 – Garden Parkway may face long road with new bill
- Article in the Charlotte Observer in June – Governor hails new transportation funding
- List of bulleted items regarding the Monroe Bypass

Councilmember Thomisser asked Mr. Openshaw to discuss the housing in the eastern part of the County and how that will affect the citizens of Weddington, Marvin and Wesley Chapel.

Mr. Openshaw - I have been in real estate for 25 years. I think it is important to clarify that my position is to look at alternatives to the bypass and not to deny that 74 has problems. I just happen to believe that 74 is the much cheaper alternative. Charlotte is expanding their road and 74 and Union County can do the same thing. It is going to be a lot cheaper to do bridges with some actual planning with some frontage roads than it is to build an \$800 million boondoggle not counting cost overruns. You are going to have residential growth with a road like the bypass and in some degree with improvements with 74. When you do it does not take great insight to realize that people that move farther out to commute cannot afford to spend as much money on a home so they go farther out for home searching because there is less demand and it is a longer commute and prices will taper off. Let's be really optimistic that the homes will sell out there for the average price for Union County which is \$200,000. That does not come close to paying the costs that they will generate to us in terms of taxes and the impact to services and schools. You need a house worth \$400,000 to pay for one school child. If you have two school children you need a house worth \$700,000 and 3 school children you would need a house worth \$1 million. We are not going to get that out there. We subsidize Union County right now with our average selling house in Marvin and Weddington. They do not generate the taxes to run the County like we do which is why they are deliberately overtaxing us right now by postponing the revalue. They know they are overtaxing us here. If they don't overtax us then the people on the other side of the County are going to have to pay more. I do not believe those housing developments will be the average price for Union County. We are the ones that raise the average. All it is going to be is a tax burden. It is going to overcrowd the schools and police and fire services but it is also going to raise your taxes. My primary objective is if you spread this 800 million around you can accomplish a lot more and you can develop a much more rational traffic problem solving situation. If you do bridges you can get rid of stop lights on 74 then you have increased the flow of traffic at a much reduced cost. The development of the bypass is not going to do anything but raise taxes for us over here and throughout the county.

Councilmember Thomisser - If you agree with what we have discussed here tonight I have left a handout of talking points and a list of everyone that is on the greater Metropolitan Transportation Board and the House and Senate Members that are on the transportation committees. Feel free to email them and let them know how you feel.

Item No. 5. Public Comments. There were no public comments.

Item No. 6. Additions, Deletions and/or Adoption of the Agenda. Town Administrator Amy McCollum advised the Council that she received a call from the Charlotte Observer today advising her that the second notice for the public hearings did not run appropriately and therefore the advertising process would have to start over and the public hearings could not be held tonight.

Councilwoman Barbara Harrison - I would like to add under New Business the following: Consideration of Using Staff for Various Projects that will exceed Five Hours.

Mayor Davidson advised that the Rules of Procedures allows Council to add items for discussion purposes only.

Town Administrator McCollum - I was actually going to bring that item as a staff initiated item so that it could be considered tonight.

Council added this item under New Business.

Councilwoman Pamela Hadley asked to delete Item 11. C. – Consideration of Appointment to the Public Safety Advisory Committee as a decision has not been made yet.

Mayor Davidson - A decision has not been made – that is why it is on the agenda to make the decision.

Councilwoman Hadley – We have not had time to interview the applicants.

Town Administrator McCollum requested that the public hearing items that could not be held tonight be added to the Consent Agenda so that public hearings could be called for to be held in August.

Mayor Pro Tem Barry moved to approve the agenda with the changes as presented. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 7. Approval of Minutes.

A. June 10, 2013 Regular Town Council Meeting Minutes. Councilwoman Harrison moved to approve the June 10, 2013 Regular Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 8. Consent Agenda (Public Hearings to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall).

A. Call for Public Hearing to Review and Consider - Southside Christian Assembly Temporary Mobile Classrooms Conditional Use Permit. The Town Council received a copy of the Conditional Use Permit application dated May 22, 2013. Mayor Pro Tem Barry moved to call for a public hearing to review and consider the Southside Christian Assembly Temporary Mobile Classrooms Conditional Use Permit Request. The public hearing is to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

B. Call for Public Hearing to Review and Consider - St. Mark Coptic Orthodox Church CZ Rezoning.

The Town Council received a copy of the Conditional Zoning Application dated March 22, 2013. Mayor Pro Tem Barry moved to call for a public hearing to review and consider the St. Mark Coptic Orthodox Church CZ Rezoning. The public hearing is to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

C. Consideration of Adopting Ordinance – Municipal Declaration to Enact Speed Limits and Request for Concurrence for the Weddington Hills Subdivision.

The Town Council received a copy of a letter dated June 18, 2013 from Louis L. Mitchell, PE, Division Engineer with NCDOT, requesting approval of Municipal Speed Limit Ordinances enacting speed zones on SR 2932 and SR 2933 in the Weddington Hills Subdivision. Mayor Pro Tem Barry moved to adopt Ordinance O-2013-08:

**TOWN OF WEDDINGTON
MUNICIPAL DECLARATION TO ENACT SPEED LIMITS**

**AND REQUEST FOR CONCURRENCE
O-2013-08**

BE IT ORDAINED by the Town of Weddington Town Council that the speed limit modification on the following described portion of the State Highway System Street be adopted:

SPEED LIMIT	ROUTE AND DESCRIPTION
25	(Weddington Hills Drive) From a point 0.07 mile North of SR 2933 (Bluebird Hill Lane) southward to a point 0.16 mile South of SR 2933 (Subdivision wide – Weddington Hills Subdivision)
25	(Bluebird Hill Lane) From SR 2932 (Weddington Hills Drive) eastward to SR 1341 (Twelve Mile Creek Road) (Subdivision wide – Weddington Hills Subdivision)

Adopted this 8th day of July, 2013.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

D. Call for Public Hearing to Review and Consider Proposed Text Amendments to Section 58-3. The Town Council received a copy of the proposed text amendments. Mayor Pro Tem Barry moved to call for a public hearing to review and consider proposed text amendments to Section 58-3. The public hearing is to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

E. Call for Public Hearing to Review and Consider Text Amendments to Section 58-13 (Temporary Structures and Uses). The Town Council received a copy of the proposed text amendments. Mayor Pro Tem Barry moved to call for a public hearing to review and consider proposed text amendments to Section 58-13. The public hearing is to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

F. Call for Public Hearing to Review and Consider Text Amendments to Section 58-60 (1) o Banquet and Reception Centers, and Conference Centers and Text Amendments to Sections 58-52, 58-53, 58-54 and 58-58 to add Wedding, Banquet and Reception Centers. The Town Council received a copy of the proposed text amendments. Mayor Pro Tem Barry moved to call for a public hearing to review and consider proposed text amendments to Sections 58-52, 58-53, 58-54, 58-58 and 58-60. The public hearing is to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

G. Call for Public Hearing to Review and Consider Text Amendments to Section 58-4 (Add Definition of Conference Center). The Town Council received a copy of the proposed text amendments. Mayor Pro Tem Barry moved to call for a public hearing to review and consider proposed text amendments to Section 58-4. The

public hearing is to be held August 12, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

**Item No. 9. Public Hearings and Consideration of Public Hearings.
Hall)**

A. Public Hearing to Review and Consider Text Amendments to Section 58-3 (Enforcement and Penalties). This item is to be held in August.

B. Consideration of Ordinance Adopting Text Amendments to Section 58-3. This item is to be held in August.

C. Public Hearing to Review and Consider Text Amendments to Section 58-13 (Temporary Structures and Uses). This item is to be held in August.

D. Consideration of Ordinance Adopting Text Amendments to Section 58-13. This item is to be held in August.

E. Public Hearing to Review and Consider Text Amendments to Section 58-60 (1) o Banquet and Reception Centers, and Conference Centers and Text Amendments to Sections 58-52, 58-53, 58-54 and 58-58 to add Wedding, Banquet and Reception Centers. This item is to be held in August.

F. Consideration of Ordinance Adopting Text Amendments to Section 58-52, 58-53, 58-54, 58-58 and 58-60. This item is to be held in August.

G. Public Hearing to Review and Consider Text Amendments to Section 58-4 (Add Definition of Conference Center). This item is to be held in August.

H. Consideration of Ordinance Adopting Text Amendments to Section 58-4. This item is to be held in August.

Item No. 10. Old Business. There was no Old Business.

Item No. 11. New Business.

A. Review and Consideration of Resolution Acknowledging Support for Alternatives to the Monroe Bypass – Councilmember Thomisser. Councilmember Thomisser moved to approve Resolution R-2013-06:

Mayor Pro Tem Barry – In general I agree but I think we need to be careful regarding comments made during the presentation that the \$800 million for the bypass project could be reallocated. It is a State TIP planning process and the Charlotte Regional Transportation Planning Authority may or may not be able to reallocate those funds to any other project.

Councilwoman Harrison - That toll road if it does survive will never be free. I just do not see a need for a toll road in this area.

Mayor Davidson requested that the Resolution be sent to the Governor, Representatives Craig Horn and Tommy Tucker, the House and Senate Transportation Committees and the Union County Economic Development Committee.

**TOWN OF WEDDINGTON
RESOLUTION ACKNOWLEDGING SUPPORT FOR ALTERNATIVES**

**TO THE MONROE BYPASS
R-2013-06**

WHEREAS, much of our transportation infrastructure is in deteriorating condition with more than 50% of Union County bridges and 31-40% of Mecklenburg bridges deficient; and

WHEREAS, the Monroe Bypass will not relieve congestion on US 74 according to reports from NCDOT; and

WHEREAS, the Monroe Bypass will not reduce significant travel time for commuters according to the Baker Study and only 8% of drivers would save more than one minute on the average commute time; and

WHEREAS, the NCDOT experts are hoping the Monroe Bypass will remove most truck traffic from US 74, but admit many truck drivers and commercial facilities are split on whether the bypass will be beneficial to them based on their location and use; and

WHEREAS, the Monroe Bypass will not create expected jobs and economic growth according to NCDOT projections of less than 1% growth; and

WHEREAS, the Baker Study concluded that growth in Union County is primarily attributed to available land, school quality, housing affordability, and acceptable commuting times not infrastructure; and

WHEREAS, the 2007 Stantec Study commissioned by NCDOT described effective ways to improve traffic flow on US 74 for a fraction of the cost including superstreet design, traffic signal optimization and service roads to maintain access to businesses; and

WHEREAS, the legislature has committed \$24 million annually from the Highway Trust Fund for the next 40 years to repay the bonds to be used for the project, thus, obligating future generations and further reducing our limited transportation dollars; and

WHEREAS, environmental concerns deal with the human environment, water quality and air quality; and

WHEREAS, the Sierra Club named the Monroe Bypass as one of the 50 worst projects in the United States in 2012; and

WHEREAS, prudent decision makers should focus on the most expedient and cost effective solutions for transportation and consider improvements to existing roads which yield a higher cost benefit;

NOW, THEREFORE BE IT RESOLVED that the Weddington Town Council supports and encourages NCDOT to research and consider alternatives to the Monroe Bypass.

Adopted this 8th day of July, 2013.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry

NAYS: None

B. Review and Consideration of the Preliminary Plat for the Beulah Acres Major Subdivision – Staff.

The Town Council received a copy of the following memo from Town Planner Cook:

Griffin Asset Management, LLC submits a preliminary plat application for a five lot Conventional Subdivision on 5.57 acres located on Beulah Church Road.

Application Information:

Subdivision Name: Beulah Acres
Date of Application: May 23, 2013
Applicant/Developer Name: Griffin Asset Management, LLC
Owner Name: Griffin Asset Management, LLC
Parcel ID#: 06-120-020 and 06-120-020A
Property Location: Beulah Church Road
Existing Zoning: R-40
Proposed Zoning: R-40
Existing Land Use: Traditional Residential
Proposed Land Use: Traditional Residential
Existing Use: Vacant Land
Proposed Use: Single Family Residential Subdivision
Parcel Size: 5.57 acres, combined

Project Information:

The Beulah Acres Subdivision is a proposed five lot subdivision on 5.57 acres comprised of two parcels.

The Planning Board voted 4-0 to give this project a favorable recommendation.

Development Standards:

- Minimum lot size- 40,000 square feet
- Minimum lot width- 120 feet
- Minimum front yard setback- 50 feet
- Minimum rear yard setback- 40 feet
- Minimum side yard setback- 15 feet

Preliminary Plat Information:

- The entire site is 5.57 acres. A total 0.51 acres are being dedicated to NCDOT per the *Weddington Subdivision Ordinance*.
- The smallest lot is Lot 1 at 0.964 acres or 42,011 square feet.
- The applicant is not required open space as this subdivision is being developed as a by-right R-40 conventional subdivision.
- No new roads will be constructed as part of this subdivision. This subdivision will not establish a Homeowners Association.
- All five lots will utilize private well and septic. Well and septic area locations are depicted on the preliminary plat.
- Town staff has received approved septic permits for all five lots.
- The property does not lie within a special flood hazard area.

The Beulah Acres R-40 Conventional Subdivision Preliminary Plat has been found to be in general compliance with the Town of Weddington Zoning and Subdivision Ordinances with the following conditions:

1. **If required, applicant must obtain driveway permits from NCDOT for five residential driveways;**

2. *Town Council to grant exception for Marginal Access Street as described in Section 46-76(c) of the Weddington Subdivision Ordinance;*
3. *Final Plat must show utility easement, if needed in accordance with Section 46-45(c) 1 of the Weddington Subdivision Ordinance.*

The Town Council received a copy of the following:

- Application for Submittal of the Subdivision Sketch Plan
- Application for Submittal of the Subdivision Preliminary Plat
- Aerial Map
- Preliminary Plat
- Topographic Plat

Councilwoman Harrison - That is five driveways going onto Beulah Church Road.

Town Planner Cook - That is. There was a lot of discussion about that at the Planning Board Meeting. The Council can require the marginal access street. It is in our ordinance. The Planning Board did not make that a condition. It can certainly be required by the Town Council.

Mayor Pro Tem Barry – Our planning documents have two comments: one is the limitation of curb cuts and the second is to tap onto public utilities if you are within a certain distance of them.

Town Planner Cook – If you are within a ½ mile of public utilities and you are 10 to 39 lots you have to tap on. They are not at that 10 lot threshold.

Mayor Pro Tem Barry – If I own 50 acres and I do five lots at a time I don't have to put in water or sewer?

Town Planner Cook – We also have in our ordinance if you own property across the street or if you own adjacent property you have to wait a certain amount of time before you subdivide again. So your 50 acres over 20 years you could develop.

Councilwoman Hadley – Has the developer shown any alternatives for an access road? Have they talked with the adjacent property owner or looked into perhaps an access road to the rear or something parallel to Beulah Church Road that is consistent with what Bromley did?

Mr. Isaac Harrow – I am here on behalf of the landowners. They would prefer to do the five lots onto Beulah Church Road because it is less that they have to do. To avoid the marginal access street, an alternative that was brought up was that Lot 1 and Lot 2 would have shared driveways and Lot 3 has their own driveway and a shared driveway for Lots 4 and 5. This would mean a total of three driveways instead of five. That is something that the owners have talked about as a possible alternative.

Councilwoman Hadley – The driveways would not affect those septic fields?

Mr. Harrow – I am not very knowledgeable when it comes to septic fields but supposedly the whole area is not used and that is where the County has gone out and said the septic field can be here. We think it would be a lot easier for the shared driveway along this line to work around the septic field than it would be to put in a marginal access street that cuts through both of them and almost eliminates both of those septic fields.

Councilwoman Hadley – Why are they doing the septic fields? How close are you to sewer and water?

Mr. Harrow – Water does run through here but sewer does not.

Councilwoman Hadley – Does Beulah Oaks have sewer?

Town Planner Cook – I am not sure.

Councilwoman Hadley – Have they considered an access road to go behind? I know you cannot do it from the Beulah Oaks side.

Mr. Harrow – In the Planning Board Meeting they had actually brought up possibly connecting in from their access street that they have that goes along the back side of the couple of the homes that front Beulah Church Road. With the things that we have to do with them, we decided just to hold off in seeing if that was an option with them until this meeting.

Councilwoman Hadley – Have they contacted the property owner next to Lot 1 for maybe an easement for an access road to go to the rear that way?

Mr. Harrow – No.

Councilwoman Hadley – So they really have not looked at a whole lot of alternatives besides the five driveways and possibly some shared driveways?

Councilwoman Harrison – I keep hearing an access road. Are access roads maintained by NCDOT?

Town Planner Cook – No.

Councilwoman Harrison – So that would be a burden on five homeowners and so would a shared.

Mr. Harrow – It would be a lot less of a burden than creating an HOA and covenants where all five owners would have to pay their share to keep up the access road.

Councilwoman Harrison – That is not a requirement that we require on five lots.

Town Planner Cook – Right. Beulah Oaks is 10 lots so they probably were required. During the Planning Board Meeting we had the Beulah Oaks Subdivision plan out. If you are looking at this plat the vacant lot on the right they have put several septic fields on that lot and stopped a road. If there was any type of connection between subdivisions it would have to happen close to Beulah Church Road. It did not seem feasible when you look at the plans side by side. Connectivity between the subdivisions was discussed at length during the Planning Board Meeting.

Councilwoman Thomisser – When you have shared driveways do you get into a liability situation?

Attorney Fox – It depends on how they are constructed or established whether or not there are deeds to the shared access. It is no more than an easement that each property owner would have the right to use the easement. With regards to the marginal access street, your ordinance requires that if you have a development along a thoroughfare it says that they shall have a marginal access street except where you find it is impractical for them to do so. Then you have to find where it is not practical for them to do so and the alternative is still in the spirit of your ordinance.

Councilmember Thomisser – As a member of the Public Safety Committee I have been on Beulah Church Road after dark and I think it is the darkest place I have been in Union County. It is a dark and narrow road. Having three or five driveways to me exacerbates the safety aspect of it and I would like to have the developer consider the marginal access road. From a safety standpoint that would be something that would be good for mothers in vans, SUVs coming and going on Beulah Church Road.

Councilmember Thomisser – Would having shared driveways create an unfavorable situation for members of the fire department?

Providence VFD Chief Joshua Dye – It would really depend on the length of the driveways. It could potentially create an issue depending on how many cars were parked in the driveway. It would really be no different than a short cul-de-sac road either.

Councilwoman Harrison - My concern is that garbage trucks will not go on access roads. Access roads are not usually built to NCDOT standards. If we are going to do this, I think we are going to have to require a road built to NCDOT standards so we can get the garbage trucks and mail carriers off of Beulah Church Road so we do not cause more issues on that road.

Mayor Pro Tem Barry moved to approve the Preliminary Plat for the Beulah Acres Subdivision with the following conditions:

- Remove Condition #1 from Town Planner Cook’s memo.
- Amend Condition #2 to the following: Town Council requires a marginal access street to be built to NCDOT Standards and constructed per Section 46.76 (c).
- Final Plat must show utility easement, if needed in accordance with Section 46-45(c) 1 of the Weddington Subdivision Ordinance.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

C. Consideration of Appointment to the Public Safety Advisory Committee – Staff. This item was removed from the agenda.

D. Consideration of Amendment to Rule #30 of the Town Council Rules of Procedures – Councilwoman Hadley. Councilwoman Hadley moved to approve the following amendment to the Town Council Rules of Procedures:

RULE 30. PUBLIC HEARINGS

Public Hearings required by law or deemed advisable by the council shall be organized by a special order, adopted by a majority vote that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time for each speaker, and other pertinent matters. The rules may include, but are not limited, to rules

- (a) fixing the maximum time allotted to each speaker;
- (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions;
- (c) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall; and
- (d) Providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to council meetings shall also apply to public hearings at which a majority of the council is present. A public hearing for which any notices required by

the open meetings law or other provisions of law have been given may be continued to a time and place certain without further advertisement. The requirements of Rule 3 (c) shall be followed in continuing a hearing at which a majority of the council is present.

At the time appointed for the hearing, the mayor or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires or when no one wishes to speak who has not done so, the presiding officer shall declare the hearing ended.

~~Any individual or group who wishes to address the council may do so. The public will be recognized to speak in the order they are seated by row.~~

The Town Clerk shall provide a sign-up sheet at the entry to the meeting room approximately thirty minutes prior to each meeting for persons who desire to address the Council. The Mayor will recognize speakers in the order in which their names appear on the sign-up sheet.

Each speaker must address the Council from the lectern and begin their remarks by giving their name and address. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers must be courteous in their language and presentation. Personal attacks on the Council or members of the public will not be tolerated. The Mayor may determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and shall rule on objections from other members of the Council on discourteous behavior. A majority vote of the Council may overrule the Mayor's ruling on standards of courtesy. Speakers may leave written comments and/or supporting documents, if any, with the Town Clerk to the Council.

If at the beginning of the public hearing, the Council determines that the time required to hear all speakers on the sign-up sheet would unduly disrupt the conduct of Town business or cause undue inconvenience to citizens in attendance for other items on the agenda, the Council may require the designation of spokesman, or the selection of delegates, for groups of persons supporting or opposing the same positions.

~~The Council reserves the right to limit each person wishing to make a comment to three minutes should it appear that there are a large number of persons desiring to make public comments. Council will allow people present to eede time up to 30 minutes to a spokesman for the group.~~

~~When publicly addressing the governing body, the public shall obey reasonable standards of courtesy in their remarks. The Mayor must maintain order and decorum in the conduct of the hearing. The Mayor must determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks must entertain and rule on objections from other members of the Council on this ground. The Mayor may be over ruled by a majority vote by the Town Council.~~

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

E. Consideration of Staff Completing Project Worksheets – Councilwoman Harrison. The Town Council received a copy of the proposed worksheet which included the following items:

- Project and/or information request
- Name of Requestor
- Date Started
- Date Completed
- Length of Time

- Any Additional Costs

Councilwoman Harrison - This is a worksheet that I developed specifically for any requests from me. I want the staff to be able to fill out the worksheet on the information that I request. I want to be able to show future Councils the time it takes to put on any of the events that we have in this Town. I am also tracking my time. I am averaging the past few weeks four hours a day on just the festival.

Councilmember Thomisser – I would like to open it for everyone not just Councilwoman Harrison.

Mayor Pro Tem Barry - I think it is a great idea. This will serve as a great baseline as we start to look at job responsibilities and goals. I think the whole council should be required to do this.

Councilwoman Harrison moved that going forward staff complete the project worksheets as presented.

Attorney Fox – I want to make sure that the Council knows this becomes a public document that is capable to be reviewed by the public.

Mayor Pro Tem Barry advised that the motion was for any items requested by Council and the Mayor.

All were in favor, with votes recorded as follows:

AYES:	Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS:	None

F. Consideration of Staff Requested Project to Exceed Five Hour Maximum as Allowed in the Staff Utilization Policy. Town Administrator McCollum advised that Councilwoman Harrison has requested that Tax Collector Woods provide a list of the top 10 subdivisions based on tax value. Ms. Woods estimates this project will take approximately 7+ hours. Per the Staff Utilization Policy adopted on 11/13/12, staff must get approval from the Town Council on work that will require more than five hours of combined staff time and resources.

Councilwoman Harrison also talked about the festival and that she would be asking staff to help her on numerous items that would total more than five hours. She stated, “In 2011 prior to being on the Council I had asked for information on what were our highest tax subdivisions and I had gotten four of them. No surprise that Highgate was Number 1, Stratford was 2 and Walden and Aero were 3 and 4. Chief McClendon when he has talked about fire service has discussed that he wants Walden on Providence because they are a higher tax base. To me it seems that he knows more about the subdivisions and how they are taxed. We should know the top 10 subdivisions and that is why I am asking for that information.”

Councilmember Harrison moved to approve that staff be allowed to work on the festival and the tax project which will exceed five hours of time. All were in favor, with votes recorded as follows:

AYES:	Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS:	None

Item No. 12. Update from Town Planner. The Town Council received the following update memo from Town Planner Cook:

- Staff has received an application for a 23 lot Conventional Subdivision called Atherton Estates located on 29 acres along Weddington Road. Public Involvement Meetings will be held on Wednesday, July 17th on-site from 10:00am-12:00pm and Thursday, July 18th at Town Hall from 4:00-6:00pm. This plan will be on the July 22nd Planning Board agenda.

- Staff has received an Agritourism Conditional Zoning permit for the Hunterberry Farms located on Providence Road. Public Involvement Meetings will be held on Thursday, July 18th on-site from 10:00am-12:00 noon and Monday, July 22nd at Town Hall from 4:30-6:30pm. This item will be on the July 22nd Planning Board agenda.
- Orleans Homebuilders has submitted the Lake Forest Preserve Phase 3B Final Plat for 41 lots. This Final Plat has not yet been assigned to a Planning Board meeting.
- The Town and NCDOT have executed the right-of-way agreements for the roundabout located at NC 84 and Weddington-Matthews Road. Construction is planned for this summer and is expected to be completed by September 6, 2013.
- The following items were on the June 24th Planning Board agenda:
 - Garcia Minor Subdivision-approved
 - Beulah Acres Major Subdivision Preliminary Plat
 - Highclere Sketch Plan-approved
 - St. Mark Coptic Orthodox Church CZ Application
 - Southside Christian Assembly Temporary Mobile Classrooms CUP
- Union County plans to submit their Water Tower CZ Application in mid-July.
- The following items will be on the July 22nd Planning Board agenda:
 - Hunterberry Farms Agritourism CZ Application
 - Atherton Estates Major Subdivision Preliminary Plat
 - Height Exemption Text Amendment
 - Weddington Country Festival Temporary Use Permit

Town Planner Cook - I received an MX application today for Weddington Village - a mixed use neighborhood located in the former Woods location. The application as it stands now would not meet our zoning ordinances. Last week the same applicant applied for four text amendments. Those text amendments will be on the July Planning Board Meeting.

Item No. 13. Update from Town Administrator. The Town Council received the following update memo from Town Administrator McCollum:

- I am working with VC3 on getting quotes to develop a new website for the Town.
- At the request of Councilwoman Harrison, I am researching costs for a Street Sweeper Company to use for Providence Road and Highway 84.
- We have tentatively set the date for the CPR and Defibrillator Training to be held July 24 from 1 to 5. I did not hear back from Werner or Barbara. Leslie cannot attend that date.
- Chris Byrum is our new deputy and he has started training with Deputy Wayne Gagnon.
- The Planning Board Meeting and Historic Preservation Commission will be held on July 22.
- There is a meeting being hosted July 11, 2013 by Union County Public Works to discuss and receive public comments on design options and styles for the Weddington Area Water Tank. The meeting is being held at the Weddington Middle School located at 5903 Deal Road.

Save the Date:

Weddington Country Festival – September 21, 2013

Item No. 14. Public Safety Report.

Report from the June 18, 2013 Special Public Safety Advisory Committee Meeting:

A special meeting of the Public Safety Advisory Committee was held on Tuesday June 18th, 2013 at 6:30.

- (1) Doug Sabo was unable to attend the meeting therefore his EMS presentation was postponed until the August meeting.
- (2) Pam Hadley suggested it would be prudent to postpone contacting HOA's concerning dry hydrants due to new standards being issued by the NC Department of Insurance on July 1st.

Mike Smith gave an update on the items that were discussed with the contract Deputies. Deputy Black said there are no areas of real concern in regards to criminal activity. The areas of concern in regard to traffic issues are speeding in the 35 mph zone on Route 16 between Hemby and Rea Roads, and the 35 mph zone on Rt 84 approaching Town Hall. The Sheriff's Department will be purchasing a hand held radar unit so the town Deputies can take enforcement action in those areas. The hand held radar can also be utilized in other areas as needed.

The Deputies will create a rotating schedule for the radar trailer which will be moved every two weeks to a different neighborhood. Request from the residents will take first priority, but when no request is being made the trailer will be moved according to the schedule.

The Deputies will be working with Mike Smith who already runs a public safety alert system and provide Mike with information of a public safety nature that will be disseminated through an email distribution list. Information on how to sign up to receive the alert emails will be in the next Town newsletter as well as posted on the Town's website.

Gene Melchior reported back to the committee on the request from Councilwoman Harrison in regards to placing a street light at the intersection of Tilley Morris Road and Weddington–Matthews Road. The light can be installed for free and the Town would be responsible for paying the monthly electric bill. Also at the request from Councilwoman Harrison, the committee will be researching the cost of speed signs that are equipped with a radar display window showing the speed of passing vehicles.

At the request from a resident of Mandy Plantation the committee will be researching the possibility of replacing the yield sign at Tilley Morris and Weddington–Matthews Road with a stop sign. The resident reported that the yield sign is creating a dangerous traffic situation for people turning in and out of Mandy Plantation.

The Committee agreed to meet again in August.

Mayor Pro Tem Barry – I have received complaints from people off of Lenny Stadler Road that southbound Providence Road traffic is running that red light.

Councilwoman Hadley - I spoke with Deputy Gagnon on that and I think the radar guns will help with that situation. People are probably running it because they are not used to it being there.

Councilmember Thomisser – If any resident of Weddington needs a child seat installed there is a certified installer at the Stallings VFD. They will assist the Town for the next year in this area.

Weddington Deputies – 569 Calls

Wesley Chapel VFD – 120 Calls

Providence VFD – The Town Council received the Income and Expense Budget Performance and the Balance Sheet for June 30, 2013.

Union Fire	-	30
Union EMS	-	10
Meck Fire	-	04
Meck EMS	-	00
Total calls	-	44
Training hours	-	214.00

Item No. 15. Update from Finance Officer and Tax Collector.

A. Finance Officer's Report. The Town Council received the Revenue and Expenditure Statement by Department and the Balance Sheet for 6/01/2013 to 6/30/2013.

B. Tax Collector's Report. Monthly Report – June 2013

Transactions:	
Adjust Under \$5.00	\$(15.66)
Interest Charges	\$131.70
Penalty and Interest Payments	\$(256.55)
Taxes Collected:	
2009	\$(101.00)
2010	\$(577.37)
2011	\$(646.37)
2012	\$(1,835.17)
As of June 30, 2013; the following taxes remain Outstanding:	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74
2006	\$150.20
2007	\$144.42
2008	\$2,000.48
2009	\$2,296.80
2010	\$3,200.32
2011	\$5,131.59
2012	\$16,424.73
Total Outstanding:	\$29,935.30

Item No. 16. Transportation Report. Councilwoman Harrison gave a brief update to the Town Council.

Item No. 17. Council Comments. Councilmember Thomisser – I would like to congratulate Daryl Matthews and his company for doing a very nice job beautifying the medians. When our citizens travel into Weddington they know they are in Weddington. It is a world of difference between Charlotte and Weddington.

Mayor Pro Tem Barry – I was out last month celebrating my last child graduating from high school. The bad part is I will have three kids in college at the same time.

Councilwoman Hadley - Thank you to Barbara, Werner and Daryl. The medians look great.

Councilwoman Harrison – I would echo those comments. I appreciate Daryl meeting with us several times. The Town Hall looks the best I have ever seen it.

Item No. 18. Adjournment. Mayor Pro Tem Barry moved to adjourn the July 8, 2013 Regular Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry

NAYS: None

The meeting adjourned at 8:35 p.m.

Walker F. Davidson, Mayor

Amy S. McCollum, Town Clerk

RECEIVED

Providence Road
tract (over)

JUN 24 2013

TOWN OF WEDDINGTON
ZONING/PLANNING DEPT

Town of Weddington Conditional Zoning Application

Application Number: C203-1B Application Date: Jun 24, 2013

Applicant's Name: Nancy Anderson

Applicant's Phone: 704-564-5897

Applicant's Address: 13624 Providence Rd. Weddington, NC.
28104

Property Owner's Name: Nancy S. Anderson

Property Owner's Phone: same as above

If applicant is different from the property owner, please provide a notarized authorization from the property owner.

Property Location: 13432 + 13428 Providence Road, Weddington

Parcel Number: 06150048A, 48, + 47 Deed Book and Page: _____

Total Acreage of Site: .81 + 0.74 + Existing Zoning: R-40

Application Fee: 1,500⁰⁰ 1.27 = 2.82 Check Number: 1705

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 he/she will reimburse the Town for all engineering and consulting services associated with the review of 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.

Please include the following:

- ✓ 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.

Providence Road
Tract

06150047	1.27
06150048	0.74
06150048A	0.81

RECEIVED

Catawba Lands
Conservancy

JUN 24 2013

TOWN OF WEDDINGTON
ZONING PLANNING DEPT.

Town of Weddington Conditional Zoning Application

Application Number: CZ03-13 Application Date: 6/24/13

Applicant's Name: Nancy Anderson

Applicant's Phone: 704-564-5897

Applicant's Address: 13624 Providence Road, Weddington, 28104

Property Owner's Name: Catawba Lands Conservancy

Property Owner's Phone: 704-342-3330 (Sharon Wilson)

If applicant is different from the property owner, please provide a notarized authorization from the property owner.

Property Location: Providence Road

Parcel Number: 06150046 Deed Book and Page: _____

Total Acreage of Site: 2.12 Existing Zoning: R-40

Application Fee: 1,500⁰⁰ Check Number: 1205

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 he/she will reimburse the Town for all engineering and consulting services associated with the review of 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.

Please include the following:

- ✓ 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.

Catawba Lands
Conservancy

parcel number.
06150046

acres
2.12

The Hunter Farm
(over)

11/13/2013

JUN 24 2013

TOWN OF WEDDINGTON
ZONING DEPARTMENT

Town of Weddington Conditional Zoning Application

Application Number: C203-13 Application Date: 6/29/13

Applicant's Name: Nancy S. Anderson

Applicant's Phone: 704-564-5897

Applicant's Address: 13624 Providence Road, Weddington, NC 28104

Property Owner's Name: Nancy S. Anderson

Property Owner's Phone: 704-564-5897

If applicant is different from the property owner, please provide a notarized authorization from the property owner.

Property Location: 13616 Providence Road, Weddington NC 28104

Parcel Number: 06150044 + 44D + 44D Deed Book and Page: _____

Total Acreage of Site: 47.25 + 4.12 + 0.66
52.03 Existing Zoning: RCD

Application Fee: \$1,500⁰⁰

Check Number: 1205

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 he/she will reimburse the Town for all engineering and consulting services associated with the review of 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.

Please include the following:

- ✓ 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.

parcel numbers	acruage
06150044	47.25
06150044D	4.12
06150044E	0.66

*Note parcel number

06150044A is not included in this application

NORTH CAROLINA

UNION COUNTY

FIRE SUPPRESSION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2013, for the term of ten (10) years, between the Town of Weddington, a duly incorporated municipality under the laws of the State of North Carolina (hereinafter referred to as “Town”), and the Providence Volunteer Fire Department, Inc., a duly organized rural fire department under the laws of the State of North Carolina (hereinafter referred to as “Department”).

WHEREAS, the Town desires to provide fire protection to its citizens through the resources of the Department, and

WHEREAS, the Department has undertaken the renovation and improvements of its 8,329 square foot and 1500 square foot volunteer fire station buildings located on its 1.259 acres (“the Property”) and has incurred certain debt to effect the renovations and improvements; and

WHEREAS, the Town intends to participate in funding the renovations and improvements OF the Property and the Department intends to sell and convey all rights and interests in the Property to the Town as security for its participation; and

WHEREAS, the Town desires to insure the stability of the Department through this Agreement; and

WHEREAS, the Department has the ability to provide fire protection to the citizens of the Town and agrees to provide fire protection and fire suppression services throughout the incorporated limits of the Town and its fire district.

NOW THEREFORE, the Town and the Department hereby agree for the Department to provide fire protection and fire suppression services for the Town in accordance to the following terms and conditions.

1. **SERVICE RESPONSIBILITY-FIRE SUPPRESSION**. Throughout the term of this Agreement, the Department, its units and personnel shall be routinely dispatched by the Union County Communications Center to all fire emergencies in the Town.

The Department shall record and maintain an Alarm Record of each incident within the Town in accordance with State requirements.

The Department shall be responsible for equipping and training its firefighters in a manner consistent with all current and future regulations of the North Carolina Department of Insurance.

The Department shall provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by

Agreement. The Department shall maintain an insurance protection rating of at least a six (6) for all properties within the Town provided the property is that within five (5) miles of the Department's current location at _____ Hemby Road, as determined by the Office of the State Fire Marshal. Any property that lies outside the five (5) miles of the Department's current location will fall under the jurisdiction of the contracted neighboring fire departments. Should the Department move to a lesser rating than a six (6), the Department will develop a plan (within 90 days) to return to a rating of a six (6) or better with the Office of the State Fire Marshal.

2. **SERVICE RESPONSIBILITY - EMERGENCY MEDICAL.** Generally, the Town does not provide emergency medical services, this being a function of Union County. However, as a result of this Agreement and through the Department, the Town is the first responder for emergency medical services. Further, the Department shall provide to Town residents whatever emergency medical services the Department currently provides or may provide in the future on its own initiative or by agreement with the Town or Union County.
3. **COMPENSATION.** During the first fiscal year of this Agreement, the Town shall compensate the Department in the amount of \$45,500 per month to be paid on or before the 15th day of each month for the services provided under this Agreement. For each following fiscal year of this Agreement, the Town shall compensate the Department an amount to be established during the Town's annual budget process. The Department agrees to submit its budget request to the Town in April of the preceding fiscal year. The Town shall notify the Department of its recommended funding of the Department at least _____ before the Town's public hearing on the budget. The Department's actual budgeted amount shall be set in the Town's annual budget adopted on or before June 30th.

All funds remitted by the Town to the Department shall be used exclusively for the provision of services under this Agreement. The Department shall be solely responsible for paying its expenses. The Department shall follow standard budgeting procedures and shall ensure that appropriate checks and balances exist in the maintenance of Department funds. The compensation is subject to adjustment on an annual basis during the Town's and the Department's normal budgeting cycle.

Annually, at the expense of the Town, the Department shall have a financial audit conducted of its revenues and expenditures for the previous fiscal year and shall provide the Town with a certified copy of the financial audit. The annual financial audit shall be performed by a certified public accountant.

4. **MAINTENANCE.** The Department shall be responsible for continuing its customary maintenance activities. All vehicles, materials, supplies, and equipment shall be the sole responsibility of the Department and shall be maintained and in good operating condition at all times.
5. **ASSUMPTION OF RESPONSIBILITY-INDEMNIFICATION.** To the extent

allowed by North Carolina law, in the event that the Town, its elected officials, officers, directors, employees, or agents are made parties to any judicial or administrative proceedings or are found liable for acts arising in whole or in part out of the negligent performance by the Department and/or its agents of any of its obligations under this Agreement, then the Department shall indemnify and hold harmless the Town, its elected officials, officers, directors, employees or agents from any and all judgments, settlements, and costs (including attorney's fees). Further, the Department shall assume all responsibility and liability for any injuries to persons and property, including death, arising out of the performance of this Agreement. The indemnification provided for by this section shall survive termination of this Agreement.

6. **MODIFICATIONS.** The Town and the Department agree that this Agreement may be amended or modified from time to time; provided such amendments or modifications are in writing and signed by the parties hereto. Further, the Department agrees that the provision of fire services during the term of this Agreement is unpredictable and ever-changing and therefore agrees that any request for a Council-initiated change in the delivery of fire services by the Town shall not be unreasonably withheld, provided the Town agrees to cover the Department's incremental costs associated with the Town's request.
7. **LIABILITY COVERAGE.** During the term of this Agreement, the Department shall maintain comprehensive general liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, to include an endorsement for contractual liability assumed under the indemnity provisions of this agreement. The Town shall be named as additional insured on such policy. For each owned, non-owned, or hired vehicle used by the Department in the performance of its duties pursuant to this agreement, the Department shall also maintain automobile liability insurance with limits of liability not less than one million dollars (1,000,000) combined single limit for bodily injury and property damage. The Department shall maintain Workers Compensation on all firemen in the statutory amount. The department shall provide to the Town and maintain current certificates of insurance indicating that the required coverage is in effect.
8. **TERM(S)/RENEWAL/TERMINATION.** This Agreement shall commence on the date this Agreement is signed and shall be in effect for a period of ten (10) years from said commencement date ("Term"). This Agreement shall expire at the end of the Term ("Expiration Date"). The Town and Department agree that the Term may be extended for two additional five (5) year periods provided the Department gives written notice of its intent to extend the Agreement at least six (6) months before the Expiration Date. The Department shall provide the Town with the certificates of insurance evidencing continuous coverage during the term of this Agreement at the levels of insurance described above and shall require that thirty (30) days written notice of any cancellation be given to the Town by the insuring company.

The Town and Department mutually covenant and agree that this Agreement for fire service may be terminated only for cause or upon the mutual agreement of the parties. Cause shall include the failure of either party to perform the material provisions of this

Agreement and shall include, but not be limited to, the failure to meet the required service levels and transparency requirements of the Agreement.

If this Agreement is terminated by the Town for a reason other than cause or mutual agreement of the parties, the Department shall be entitled to \$_____ as liquidated damages. The Department and Town acknowledge that the Department's actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Department's and Town's best estimate of such damages, and that the Department and Town believe such liquidated damages are a reasonable estimate of such damages. The Department and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town's default and as compensation for the Department's transfer of title to its property to the Town. Such liquidated damages shall be the sole and exclusive remedy of the Department by reason of a default by Town under this Agreement, and the Department hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that the Department's actual damages exceed the amount which is herein provided the department as full liquidated damages.

If the Department shall terminate this Agreement for a reason other than cause or mutual agreement of the parties, the Town may exercise such rights and remedies as may be provided for or allowed by law or in equity. The Department hereby acknowledges that Town's remedies include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from the Department in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Town, including, without limitation, reasonable attorney's fees.

Upon termination of this Agreement by either the Town or the Department, the Department shall deliver to the Town all records, information and Town-owned real property in the possession of the Department relating to the services performed.

Termination of this Agreement shall not relieve the Town of its obligation to pay to the Department monies due and unpaid, if any, at the time of termination or cancellation.

9. GENERAL PROVISIONS.

The Recitals are incorporated herein by reference and constitute part of this Agreement.

The parties agree that this Agreement shall in all respects and in all instances be governed by, enforced and construed in accordance with the internal laws (and not the laws of conflicts) of the State of North Carolina. Any dispute arising out of or relating to this Agreement must be heard by a state or federal court sitting in North Carolina, and both the Town and the Department hereby submit and consent to the personal jurisdiction of such courts.

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and

supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

No modification, termination or attempted waiver of this Agreement, or any provision hereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

10. IN WITNESS WHEREOF Each party has caused this Agreement to be executed by its duly authorized officials as of the day and year afore agreed upon.

Attest:

By:

Town of Clerk

Mayor

Attest:

By:

Secretary

President of the Board of the
Department

Seal

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

Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF UNION

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ___ day of August 2013, by and among the Providence Volunteer Fire Department, a North Carolina Volunteer Fire Department (“Providence”) and the Town of Weddington, a North Carolina municipal corporation (“Town”).

WITNESSETH:

WHEREAS, North Carolina General Statutes § 160A-460 *et seq.* authorizes Providence and the Town to enter into interlocal agreements with each other to execute an undertaking; and

WHEREAS, Providence owns that certain lot, tract or parcel of improved real estate more particularly described on **Exhibit “A”** attached hereto, with all improvements thereon (and together with all easements, rights, benefits and appurtenances thereto), situate, lying and being in the Town of Weddington, County of Union, State of North Carolina, containing approximately 1.259 acres (“Land”) with an approximately (i) 8,329 square foot volunteer fire station building located thereon, and (ii) 1,500 square foot metal building located in the rear of the Land (collectively, the “Improvements”). Said property being identified as Tax Parcel 06-120-004A, and recorded in Deed Book 0386, Page 101, in the Union County, North Carolina Register of Deeds Office. The Land and Improvements are herein sometimes collectively called the “Property”; and

WHEREAS, Providence provides fire protection services to the residents of the Town and the Property is integral to Providence’s ability to provide such services; and

WHEREAS, the Property requires certain immediate renovations and structural improvements to meet building and fire code requirements (the “Renovations”); and

WHEREAS, Providence seeks funding for the Renovations from a local financial institution, which will require Providence to obtain a construction loan to fund the improvements; and

WHEREAS, following the completion of the Renovations and the issuance of a certificate of occupancy for the Property, Providence shall repay the construction loan and sell and convey all rights, title and interests in the Property to the Town.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the authority contained in North Carolina General Statutes, § 160A-460 *et seq.* the Town and Providence agree and covenant as follows:

1. **Agreement to Improve the Property.** For and in consideration of the appropriation of Two Hundred and Twenty Thousand Dollars (\$220,000.00) (“Earnest Money”), paid by Town, the mutual covenants and agreements contained herein and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Providence and Town, Providence agrees to renovate and improve the Property by obtaining a construction loan from Branch Banking & Trust Company (“Lender”) in an amount of _____ (\$_____.00) (“Construction Loan”). Providence shall begin construction of the Renovations by _____, 2013 and all Renovations shall be made and completed no later than _____, 2013.

2. **Agreement to Sell and Purchase the Property.** Providence agrees to sell and convey and the Town hereby agrees to purchase and take from Providence subject to and in accordance with all of the terms and conditions of this Agreement, the Property, including, all of the right, title, interest, powers, privileges, benefits and options of Providence, or otherwise accruing to the owner of the Property, in, to and under all guaranties, warranties and agreements from all contractors, subcontractors, vendors or suppliers regarding their performance, quality of workmanship or quality of materials supplied in connection with the renovation, construction, manufacture, development, installation, repair or maintenance of the Improvements, or any component thereof (herein called the “Warranties”);

3. **Purchase Price: Method of Payment.** The Purchase Price for the Property shall be the amount of the Construction Loan plus Two Hundred Twenty Thousand Dollars (\$220,000.00) (“Purchase Price”). Two Hundred Twenty Thousand Dollars (\$220,000.00) of the Purchase Price shall be a credit for an appropriation made by Town to Providence on _____ 2013, the receipt and sufficiency of which are hereby acknowledged by Providence. The remainder of the Purchase Price shall be paid by Town to Providence within ten (10) days following written notification to the Town of the issuance of the certificate of occupancy (the “Closing Date”).

4. **Method of Acquisition.** The Town shall acquire fee simple ownership of the Property commensurate with the Purchase Price. With the receipt of the Purchase Price, Providence shall convey and the Town shall acquire and own one hundred percent fee simple interest in the Property.

5. **Closing.** The closing of the purchase of the Property (herein called “Closing”) shall be held at the offices of Parker Poe Adams & Bernstein LLP, 401 South Tryon Street, Charlotte, North Carolina, _____, at such time and on such date (“Closing Date”) as shall be specified by written notice from Town to Providence; provided, however that the Closing Date shall be on or before _____, 20__ (“Final Closing Date”).

6. **Access and Inspection: Delivery of Documents and Information by Providence: Examination by Town.**

(a) On or before the Closing Date, the Town and Town’s agents and designees shall have the right to enter the Property for the purposes of inspecting the Property for the purposes of (i) conducting soil tests, and making surveys, mechanical and structural engineering studies, environmental investigations (including, but not limited to, Phase I and other intrusive testing), and any other investigations and inspections as Town may reasonably require to assess the condition of the Property; provided, however, that such activities by or on

behalf of Town on the Property shall not materially damage the Property except as is ordinarily required for the performance of such tests and evaluations.

(b) Within _____ (___) business days after the Effective Date, Providence shall deliver to Town, if not previously delivered, or make available to Town for examination or copying by Town, at the address for Town set forth below Town's execution of this Agreement, the following documents and information with respect to the Property:

(i) All surveys, plans, specifications, environmental, engineering and mechanical data relating to the Property, including such items relating to tenant improvements, and reports such as soils reports and environmental audits, which are in Providence's possession or which Providence can obtain with reasonable effort;

(ii) Balance sheets and operating statements, including income and expense statements, covering the operation of the Property during the ___ -year period preceding the Closing date;

(iii) True, correct and complete copies of the Warranties;

(iv) True, correct and complete copies of all policies of insurance carried by Providence with respect to the Property, together with evidence of the premiums paid by Providence therefor; and

(v) A copy of any policy of title insurance issued in favor of Providence, together with legible copies of all instruments referenced therein.

(c) Town shall have _____ (___) days after the Effective Date (herein called the "Due Diligence Date") in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Town and whether the Town will accept ownership of the Property. In the event that Town shall determine, in Town's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Town, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence on or before the Due Diligence Date, in which case all rights and obligations of the parties under this Agreement shall be governed by Section 15 of this Agreement.

7. Prorations and Adjustments to Purchase Price.

(a) The Town and Providence anticipate that Providence will retain possession of the Property following closing and that proration of the purchase price is not anticipated. However, in the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Providence shall deliver to Town the bills therefor promptly upon receipt thereof and Town shall

be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this paragraph, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Town.

(b) Providence expressly acknowledges that Town shall not be obligated to employ, or assume any responsibility for, any employee of Providence employed at the Property (the **“Property Employees”**), and there shall be no proration of “employee costs” for any Property Employee between Providence and Town. Providence shall terminate or otherwise assume the sole financial responsibility for the employment of all Property Employees in respect of the Property as of the Closing Date, and shall be responsible for, and shall pay in full at or before Closing, all employee costs for the Property Employees applicable to or owing for periods through and including the Closing Date, or accrued as of the Closing Date. For the purposes of this Agreement, “employee costs” shall mean and include all fees, wages, salaries and other compensation, and the costs and expenses of workers compensation insurance, vacation pay, sick pay, pension, profit sharing, health insurance, other insurance, other employee benefits, social security taxes, unemployment insurance, and all other federal, state and local employment taxes. Providence shall comply with all applicable laws pertaining to the rights of the Property Employees after termination of their employment by Providence, including, without limitation, providing COBRA insurance coverage as required by law.

(c) Except as expressly set forth in this Agreement, Town shall not assume any liability, indebtedness, duty or obligation of Providence of any kind or nature whatsoever, and Providence shall pay, satisfy and perform all of the same.

8. **Title.**

(a) Providence covenants to convey to Town at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, “good and marketable fee simple title” shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined; and (ii) insurable by a title insurance company reasonably acceptable to Town, at then current standard rates under the standard form of ALTA owner’s policy of title insurance, with the standard or printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term **“Permitted Exceptions”** shall mean: (A) current city, state and county ad valorem taxes not yet due and payable; (B) easements for the installation or maintenance of public utilities serving only the Property; and (C) any other matters specified on **Exhibit “B”** attached hereto.

(b) Town shall have until the Due Diligence Date in which to examine title to the Property and in which to give Providence written notice of objections which render Providence’s title less than good and marketable fee simple title. Thereafter, Town shall have until the Closing Date in which to reexamine title to the Property and in which to give Providence written notice of any additional objections disclosed by such reexamination. Providence shall have until ten (10) days prior to the Closing Date in which to satisfy all objections specified in Town’s initial notice of title objections, or agree to satisfy any such objections that can only be satisfied at Closing, and until the Closing Date in which to satisfy all

objections specified in any subsequent notice by Town of title objections. If Providence fails to satisfy any such objections, then, at the option of Town, Town may: (i) terminate this Agreement subject to Section 15 of this Agreement, or (ii) satisfy the objections, after deducting from the Purchase Price the cost of satisfying objections which can be satisfied by the payment of money; or (iii) waive such satisfaction and performance and consummate the purchase and sale of the property or, (iv) extend the Closing Date for a period of up to ninety (90) days, during which time Providence shall cure such title objections; or (v) exercise such rights and remedies as may be provided for or allowed by law or in equity. In the event of an extension of the Closing Date by Town under clause (iv), above, and a subsequent failure of Providence to cure any such title objection, Town may then elect among the alternatives specified in clauses (i), (ii), (iii) and (iv), above.

9. **Survey.** Town shall have the right to cause an as-built survey of the Property to be prepared by a surveyor registered and licensed in the State of North Carolina and designated by Town, which survey shall depict such information as Town shall require. Upon completion of a plat of the survey, Town shall furnish Providence with a copy thereof. The survey shall be used as the basis for the preparation of the legal description to be included in the general warranty deed to be delivered by Providence to Town at Closing.

10. **Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) Providence shall deliver to Town the following documents and instruments, duly executed by or on behalf of Providence:

(i) a General Warranty Deed, in recordable form, in the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit "C"**, conveying the Land and the Improvements;

(ii) an Assignment, in the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit "D"**, transferring and assigning the Warranties;

(iii) a certificate, in form and substance satisfactory to the Town Attorney, to the effect that the representations and warranties of Providence in this Agreement are true and correct on and as of the Closing Date;

(iv) a quitclaim deed conveying all of Providence's right, title and interest in and to the Property either, at Town's option, in accordance with the legal description of the Land set forth on **Exhibit "A"** attached hereto, or in accordance with the legal description prepared from the survey of the Land to be obtained pursuant to this Agreement; and

(v) an affidavit and indemnity agreement in standard form regarding contractor's and materialmen's liens on the Property acceptable to Town's title insurer.

(b) Providence shall deliver to Town the following items, if the same have not been theretofore delivered by Providence to Town:

(i) Evidence in form and substance reasonably satisfactory to Town that Providence has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Providence, the performance by Providence of all of Providence's duties and obligations under this Agreement, and the execution and delivery by Providence of all documents and other items to be executed and delivered to Town at Closing, have been accomplished;

(ii) A certificate from a licensed exterminating company addressed to and in favor of Town, dated within thirty (30) days prior to the Closing Date, certifying that there is no evidence of infestation by termites or any other insect or wood-destroying organism affecting the Improvements and no evidence of any damage caused by any existing or prior infestation, or, if such certificate indicates any such infestation or damage, then Providence shall, in the sole discretion of Town, either promptly correct and repair the same or pay to Town, by credit to Town at Closing, the cost of such correction and repair;

(iii) If required by Town, a letter from additional governmental authorities including Union County and the state of North Carolina, stating that there are no known violations of any zoning, building, fire or safety laws, codes, ordinances, or regulations in connection with the Property; and

(iv) To the extent the same are in the possession of Providence on the date of Providence's execution of this Agreement, or reasonably can be obtained by Providence prior to Closing, all prior surveys of the Land or any portion thereof and all plans and specifications for any of the Improvements.

(c) Town shall pay the remainder of the Purchase Price, after crediting the Earnest Money and making the adjustments and proration provided for in this Agreement, to Providence in accordance with the provisions of this Agreement.

(d) Town shall deliver to Providence at Closing a duly executed Fire Suppression Service Agreement committing Providence to provide fire protection to the Town, the form and substance of the agreement shall be substantially similar to the document attached hereto as **Exhibit "E"**.

11. **Costs of Closing.** Providence shall pay the State of North Carolina realty transfer tax payable on the transfer of the Property, all recording costs and other costs relating to any title clearance matters and Providence's attorneys' fees. Town shall pay all recording costs relating to the purchase by Town of the Property, the cost of any survey obtained pursuant to Paragraph 8 hereof, the premium for any owner's policy of title insurance issued in favor of Town insuring Town's title to the Property and Town's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. **Warranties. Representations and Additional Covenants of Providence.** Providence represents, warrants and covenants to and with Town, knowing that Town is relying on each such representation, warranty and covenant, that:

(a) Providence is a 501 (c) (3) nonprofit corporation volunteer fire department that is duly organized and validly existing and in good standing under the laws of the State of North Carolina;

(b) Providence has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

(c) There are no actions, suits or proceedings pending or threatened against, by or affecting Providence which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Providence under this Agreement, in any court or before any governmental authority, domestic or foreign;

(d) The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Providence on the Closing Date, and the performance by Providence of Providence's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Providence is a party, any judicial order or judgment of any nature by which Providence is bound, and this Agreement, and the covenants and agreements of Providence under this Agreement, are the valid and binding obligations of Providence, enforceable in accordance with their terms;

(e) All action has been taken by Providence authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Providence of the documents and instruments to be executed and delivered by Providence on the Closing Date, and the performance by Providence of Providence's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement;

(f) Providence has "good and marketable fee simple title" as defined herein, to the Property, subject to the liens and security interests securing loans to Providence that will be paid in full, satisfied and canceled at Closing;

(g) On the Closing Date, either (A) there will be no indebtedness to any contractor, laborer, mechanic, materialman, architect, engineer or any other person for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property; or (B) will provide at Closing such assurances, and collateral therefor, as Town's title insurer requires to insure Town's title to the Property without exception therefor;

(h) There are no encroachments on the Land, and the Improvements are situated entirely within the boundaries of the Land and within applicable building lines;

(i) Providence will cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the

date hereof and the Closing Date, and will cause to be paid all expenses incurred in the use, occupancy and operation of the Property between the date hereof and the Closing Date;

(j) The Land is zoned in the zoning classification R-40 under the applicable zoning ordinance of the Town of Weddington;

(k) No portion of the Land is located within any Special Flood Hazard Area designated by the Federal Emergency Management Agency, or in any area similarly designated by any agency of any other governmental authority; no portion of the Land meets the definition of “wetlands” codified at 40 C.F.R. part 230.3(t), or has been similarly designated by any agency of any governmental authority; and no portion of the Land constitutes “wetlands” that have been filled, whether or not pursuant to appropriate permits;

(l) No portion of the Land is subject to any other classification, designation or preliminary determination of any agency of any federal, state or local government, or pursuant to any federal, state or local law, which would restrict the use, development, occupancy or operation of the Property, including, without limitation, any designation or classification as an archeological site, any classification or determination under the Endangered Species Act, or any designation as an historical site;

(m) The Property is not subject to any use, development or occupancy restrictions (except those imposed by applicable zoning and subdivision laws and regulations and the Existing Leases), special taxes and assessments or utility “tap-in” fees (except those generally applicable throughout the tax district in which the Property is located), or charges or restrictions, whether existing of record or arising by operation of law, unrecorded agreement, the passage of time or otherwise (other than the Permitted Exceptions);

(n) No portion of the Property is used or has ever been used for the storage, processing, treatment or disposal of Pollutants; the Improvements do not contain, nor have they ever contained, Pollutants; no Pollutants have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Property; there are no pending claims, administrative proceedings, judgments, declarations, or orders, whether actual or threatened, relating to the presence of Pollutants on, in or under the Property; the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of Pollutants; to the best of Providence’s knowledge, no Pollutants have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent property; and there are no underground storage tanks located on or in the Property. As used in this Agreement, “Pollutants” means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any federal, state or local environmental or common law, regulation, ordinance or requirement, as may be amended, replaced or superseded;

(o) The Land constitutes either a previously subdivided lot in compliance with applicable subdivision regulations and similar governmental requirements, or was created in a manner not subject thereto; and no subdivision filing or approval or similar governmental filing or approval is required for the conveyance of the Property at Closing;

(p) The Property is not and has not been subject to any exemption from ad valorem taxes that will result in imposition of any tax or penalty upon the transfer of title at Closing or any change in use of the Property;

(q) The Property is not constructed, occupied, used or operated in violation of, and Providence has received no notice of any violation or potential violation of any, zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any city, county, state or other governmental authority having jurisdiction thereof, or any private restrictive covenants affecting the Property; and all certificates, licenses, permits, authorizations, consents and approvals required by any such governmental authority for the continued use, occupancy and operation of the Property have been obtained, are paid for, and are free of restrictions;

(r) There are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property; and, to the best of Providence's knowledge and belief, there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land;

(s) All utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, telephone and cable television) are available on the Land through private easements or properly dedicated public easements in capacities sufficient to serve and operate the Property;

(t) Access to the Land from streets and roads adjoining the Land is not limited or restricted;

(u) The Improvements are in good order and repair, and in a good, safe, substantial condition, free from defects; all plumbing, heating, electrical and air conditioning systems and equipment and systems therein are in good order and repair and operating condition; the Improvements are constructed and completed strictly in compliance with accepted standards of good materials and workmanship, all electrical, plumbing, heating and air-conditioning and exterior drainage systems, in or on the Property are in good condition and working order; to the best of Providence's knowledge and belief, there is no termite or other pest infestation, dry-rot or similar damage affecting the Property; the Improvements are water-tight; and there is no subsidence or other soil condition that does or may in the future adversely affect the Property;

(v) Providence is not a party to any agreement of any kind which deals with wages, conditions of employment, benefits or other matters affecting the employer/employee relationship with any union, labor organization or employee group; there are no controversies pending or, to the actual knowledge of Providence, threatened, between Providence and any union, labor organization or employee group representing, or seeking to represent, any of its employees; there has been no attempt by any union, labor organization or employee group to organize any of Providence's employees at any time during the period of Providence's ownership of the Property or, to the actual knowledge of Providence, any time prior thereto; and Providence has complied in all material respects with all applicable governmental requirements relating to wages, hours, health and safety, payment of social security withholding and other

taxes, maintenance of workers' compensation insurance, labor and employment relations and employment discrimination;

(w) Between the date hereof and the Closing Date, Providence shall operate the Property in the ordinary course of business and shall maintain and repair the Property so that, on the Closing Date, the Property will be in the same condition as it now exists, natural wear and tear and loss by insured casualty alone excepted;

(x) Providence will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties or covenants to be untrue or unperformed on the Closing Date; and Providence will not cause or permit any action to be taken which will cause any of the conditions of Town's obligations set forth in Paragraph 12, below, to be unsatisfied or unperformed on or as of the Closing Date; and

(y) Providence will deliver on the Closing Date all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement.

Providence acknowledges and agrees that no examination or investigation of the Property or of the operation of the Property by or on behalf of Town prior to Closing shall in any way modify, affect or diminish Providence's obligations under the representations, warranties, covenants and agreements set forth in this Agreement.

13. **Conditions of Town's Obligations.** Town's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Town, in whole or in part, on or as of the Closing Date:

(a) Providence shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Providence before, on or as of the Closing Date;

(b) The representations and warranties of Providence in this Agreement (and the substantive facts contained in any representations and warranties limited to Providence's knowledge and belief) shall be true and correct, and certified by Providence to Town as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date; and

(c) Town shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Town on or as of the Closing Date, Town shall have the right; at Town's option, either: (i) to terminate this Agreement subject to Section 15 below; or (ii) if such failure of condition constitutes a breach of representation or warranty by Providence, constitutes a failure by Providence to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Providence

under this Agreement, to exercise such rights and remedies as may be provided for in Section 15 of this Agreement.

14. **Possession at Closing.** Providence shall surrender possession of the Property to Town on the Closing Date subject to a lease agreement by between the Town and Providence (“Lease Agreement”). The Lease Agreement shall be substantially similar to the form lease attached hereto as **Exhibit “F”**.

15. **Termination and Remedies.**

(a) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Town under this Agreement, the Earnest Money delivered to Providence and \$_____ (collectively, the “Liquidated Damages”) shall constitute full liquidated damages for such default. Providence and Town acknowledge that Providence’s actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Providence’s and Town’s best estimate of such damages, and that Providence and Town believe such liquidated damages are a reasonable estimate of such damages. Providence and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town’s default and as compensation for Providence’s taking the Property off the market during the term of this Agreement. Such Liquidated Damages shall be the sole and exclusive remedy of Providence by reason of a default by Town under this Agreement, and Providence hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that Providence’s actual damages exceed the Liquidated Damages which is herein provided.

(b) If (i) any representation or warranty of Providence set forth in this Agreement shall prove to be untrue or incorrect in any respect, or (ii) Providence shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Providence, or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Providence under this Agreement (the matters described in the foregoing clauses (i), (ii) and (iii) are herein sometimes collectively called “Providence Defaults”), the Town may exercise such rights and remedies as may be provided for in this Agreement or as may be provided for or allowed by law or in equity. Providence hereby acknowledges that Town’s remedies in the event of the occurrence of any of the Providence Defaults shall specifically include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from Providence in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Town in connection with its execution of and entry into this Agreement and its proposed acquisition of the Property, including, without limitation, (A) attorney’s fees and disbursements in connection with the negotiation and execution of this Agreement, the examination of title to the Property, and any other legal matter undertaken by Town pertaining to the Property and (B) any examinations, investigations, tests and inspections, undertaken by Town with respect to the Property.

(c) In the event the Closing is not consummated due to (i) one or more Providence Defaults, or (ii) any environmental conditions that cannot be remedied to the satisfaction of the Town, the Town shall recognize that Providence has begun to perform under this Agreement by obtaining the Construction Loan. Further, the Town recognizes that the Renovations will benefit the Town and its residents by improving fire services in the Town and that Providence has relied to its detriment on the Town's intent to acquire the Property by incurring debt that it cannot service without the assistance of the Town. Therefore, should the Town not close on the Property for the above stated reasons, the Town will recognize the Construction Loan as an obligation of the Town and will develop a plan to service all or a portion of the outstanding debt notwithstanding its failure to obtain a fee simple interest in the Property.

16. **Indemnification.** Providence shall, and does hereby, indemnify, defend and hold Town harmless from, against and in respect of: (i) physical injury to or the death of persons or damage to property occurring prior to and including the Closing Date (x) on or in the Property, or (y) in any manner arising out of, by reason of or in connection with the use, occupancy or operation of the Property; (ii) any matter arising out of, by reason of or with respect to the ownership or operation of the Property prior to and including the Closing Date; (iii) any breach by Providence of any representation or warranty under this Agreement; (iv) any and all actions, causes of action, suits, claims, demands, judgments, liens, proceedings and investigations (or any appeal thereof or relative thereto or other review thereof), of any kind or nature whatsoever, arising out of, by reason of, as a result of or in connection with any of the matters covered by the immediately preceding clauses (i), (ii) or (iii); and (iv) any and all liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, suffered, incurred or sustained by Town on account of, by reason of, as a result of or in connection with any of the matters covered by the immediately preceding clauses (i), (ii) (iii) or (iv).

17. **Risk of Loss and Insurance.** Between the date of this Agreement and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Providence. In the event of the damage or destruction of any portion of the Property prior to Closing, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence prior to Closing, all rights and obligations of Providence and Town under this Agreement shall expire, and this Agreement shall become null and void. If Town does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any insurance proceeds received by Providence prior to Closing by reason of such damage or destruction and by the amount of any deductible applicable to the policy of insurance, and, at Closing, Providence shall assign to Town all insurance proceeds to be paid or to become payable after Closing by reason of such damage or destruction.

18. **Condemnation.** In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence prior to Closing, in which event the Earnest Money shall be refunded to Town immediately upon request, all rights and

obligations of Providence and Town under this Agreement shall expire, and this Agreement shall become null and void. If Town does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received by Providence prior to Closing with respect to any taking, and, at Closing, Providence shall assign to Town all rights of Providence in and to any awards or other proceeds to be paid or to become payable after Closing by reason of any taking. Providence shall notify Town of eminent domain proceedings within five (5) days after Providence learns thereof.

19. **Broker and Commission.** All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Providence and Town without the intervention of any person or other party as agent or broker. Providence and Town warrant and represent to each other that neither party has entered into any agreement or arrangement and has not received services from any broker or broker's employees or independent contractors, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications.

20. **Further Assurances: Survival.** At Closing, and from time to time thereafter, Providence shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Town, Town's counselor Town's title insurer may reasonably require fully to vest in and assure to Town full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including, without limitation, the representations, covenants and warranties of Providence as set forth in this Agreement), shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed to Town and the payment of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, the indemnification provisions of Paragraph 17 of this Agreement shall survive any termination of this Agreement.

21. **General Provisions.**

(a) **Notices.** All notices under this Agreement must be in writing and shall be deemed validly given if sent by facsimile; certified mail, return receipt requested; or by a national overnight delivery service, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

Providence Volunteer Fire
Department : _____

Attention: _____
Facsimile: _____

Town of Weddington: _____

Facsimile: _____

with a copy to:

Parker Poe Adams & Bernstein LLP
c/o Anthony A. Fox, Esq.
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202
anthonyfox@parkerpoe.com
Facsimile: 704-935-9565

Such notices shall be deemed received on receipt on confirmation of receipt of transmission if sent by facsimile; three days after the postmark if sent via certified mail; or the next day which is not a Saturday, Sunday, or legal holiday if sent via overnight delivery service.

(b) **Facsimile as Writing.** The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be “written” and a “writing” for all purposes of this Agreement.

(c) **Assignment; Parties.** This Agreement may be assigned by Town, in whole or in part, and any such assignment shall relieve Town of liability for the performance of Town’s duties and obligations under this Agreement to the extent of such assignment. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Town and Providence and their respective legal representatives, successors and assigns.

(d) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(e) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(f) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(g) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be

thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(i) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(j) **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(k) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date" shall be deemed to refer to the later of the date of Town's or Providence's execution of this Agreement, as indicated below their executions hereon.

(l) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the North Carolina.

(m) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Providence and Town with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Providence and Town with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Providence and Town.

(n) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(o) **Attorney's Fees.** In the event of any litigation between Town and Providence arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

(p) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to

execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(q) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(r) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the parties' have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

PROVIDENCE VOLUNTEER FIRE DEPARTMENT

By: _____

Print Name: _____

Title: _____

Date: _____

TOWN OF WEDDINGTON,
a North Carolina municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit "A"

[Legal Description of "Land" to be attached]

Exhibit ‘B’

[“Permitted Exceptions” to be attached]

Exhibit “C”

[Form General Warranty Deed to be attached]

Exhibit “D”

[Form of Assignment, if necessary, to be attached]

Exhibit "E"

[Form Fire Suppression Service Agreement to be attached]

Exhibit “F”

[Form of Lease Agreement to be attached]

TO: Mayor and Town Council
FROM: Kim H. Woods, Tax Collector
DATE: August 12, 2013
SUBJECT: **2013 Real Property Taxes**

In accordance with General Statutes 105.321, I am hereby requesting authorization to collect the 2013 Real Property Taxes for the Town of Weddington.

State of North Carolina
Town of Weddington

To the Tax Collector of the Town of Weddington

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

Witness my hand and official seal this 12th day of August, 2013 .

Walker Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

Sec. 58-3. - Enforcement and penalties.

- (a) Pursuant to G.S. 160A-175, 160A-365, 160A-389, and 14-4, any person violating any provision of this chapter shall be subject to a civil penalty of the greater of \$50.00 per day for each day that the violation exists or ten times the permitting fee, if applicable, with a maximum fine of \$500.00. Violations of this chapter shall not constitute a misdemeanor or infraction. Proceeds from civil penalties collected under this chapter shall go into the town's general fund.

**AN ORDINANCE TO AMEND SECTION 58-3
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2013-09**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 58-3 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-3. - Enforcement and penalties.

(a) Pursuant to G.S. 160A-175, 160A-365, 160A-389, and 14-4, any person violating any provision of this chapter shall be subject to a civil penalty of **the greater of \$50.00 per day for each day that the violation exists or ten times the permitting fee, if applicable, with a maximum fine of \$500.00.** Violations of this chapter shall not constitute a misdemeanor or infraction. Proceeds from civil penalties collected under this chapter shall go into the town's general fund.

Adopted this 12th day of August, 2013.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

Sec. 58-13. - Temporary structures and uses.

(3)

Any use of a temporary nature (i.e., less than 45 days in duration and held no more than ~~three~~ four times per year at any particular location) which would not otherwise be permitted in a particular zoning district and which will materially affect normal activities (i.e., increased traffic, noise, etc.) may be issued a temporary use permit as herein provided. The applicant shall complete and submit an application and a fee, in accordance with a fee schedule adopted by the town council.

a.

The zoning administrator may grant a temporary use permit for the following temporary uses:

1. Sales for civic, charitable and nonprofit organizations, i.e., Christmas tree sales. The permit shall be valid for a specified period only, not to exceed 45 days in duration.
2. Any activity that might be considered relevant to the stated use that either is partially off-site (such as a 5K run sponsored by a school or recreational facility) or is greater in size than the normal use would expect in terms of the increased traffic and noise that activity will generate.

**AN ORDINANCE TO AMEND SECTION 58-13
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2013-10**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 58-13 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-13. - Temporary structures and uses.

(3) Any use of a temporary nature (i.e., less than 45 days in duration and held no more than ~~three~~ **four** times per year at any particular location) which would not otherwise be permitted in a particular zoning district and which will materially affect normal activities (i.e., increased traffic, noise, etc.) may be issued a temporary use permit as herein provided. The applicant shall complete and submit an application and a fee, in accordance with a fee schedule adopted by the town council.

a. The zoning administrator may grant a temporary use permit for the following temporary uses:

1. Sales for civic, charitable and nonprofit organizations, i.e., Christmas tree sales. The permit shall be valid for a specified period only, not to exceed 45 days in duration.
2. **Any activity that might be considered relevant to the stated use that either is partially off-site (such as a 5K run sponsored by a school or recreational facility) or is greater in size than the normal use would expect in terms of the increased traffic and noise that activity will generate.**

Adopted this 12th day of August, 2013.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

Sec. 58-60. - MX mixed -use conditional district.

(1) *Permitted uses*

- o. ~~Banquet and reception centers, and conference~~ Conference centers, provided the lot is at least five acres. However, nothing shall prohibit one or more of these uses from being combined on a single five-acre lot. These uses shall not produce levels of noise or electronically amplified sound that is audible at levels greater than 60 db beyond the boundary of the property on which the facility is located. Further, no noise or electronically amplified sound shall be audible beyond the property boundary between the hours of 10:00 p.m. and 9:00 a.m.

Sec. 58-52. - R-80 single-family district.

- (2) *Conditional uses.* The following uses may be permitted by the town council in accordance with section 58-271. The council shall address review criteria for each use which is contained in section 58-271
- a. Churches, synagogues and other places of worship, and their customary related uses.
 - b. Public and private schools serving all grades, including preschool facilities.
 - c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
 - d. Country clubs, fraternal, social and other civic organizations.
 - e. Emergency governmental service facilities, including police, fire and rescue.
 - f. Cemeteries.
 - g. Essential services, classes II and III.
 - h. Clubs.
 - i. Community centers.
 - j. Public parks and recreational facilities.
 - k. Private airstrips, provided that:
 - 1. The airstrips may be used only by the owners of the land on which the same is located; provided, however, if the airstrip is located on a bona fide farm, any airplanes engaged in crop dusting may use such airstrip in connection therewith;
 - 2. No flying lessons shall be conducted in airplanes flying from or to the airstrip;
 - 3. No commercial sales of airplanes, parts or fuel shall be conducted at the airstrip;

4. The airstrip shall have been approved by the appropriate state and federal agencies.
- l. Telecommunication towers.
- m. Libraries.
- n. Planned residential developments, subject to the requirements of [section 58-23](#)
- o. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- p. Government or town facility.
- q. Land application of biosolids.
- r. Agritourism.
- s. Wedding, banquet and reception centers provided the lot is at least five acres. However, nothing shall prohibit one or more of these uses from being combined on a single five-acre lot. These uses shall not produce levels of noise or electronically amplified sound that is audible at levels greater than 60 db beyond the boundary of the property on which the facility is located. Further, no electronically amplified sound shall be audible beyond the property boundary between the hours of 10:00 p.m. and 9:00 a.m.

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**AN ORDINANCE TO AMEND SECTIONS 58-52, 58-53, 58-54,
58-58 AND 58-60
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2013-11**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTIONS 58-52, 58-53, 58-54, 58-58 AND 58-60 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-60. - MX mixed-use conditional district.

(1) Permitted uses

- ~~o. Banquet and reception centers, and Conference centers, provided the lot is at least five acres. However, nothing shall prohibit one or more of these uses from being combined on a single five-acre lot. These uses shall not produce levels of noise or electronically amplified sound that is audible at levels greater than 60 db beyond the boundary of the property on which the facility is located. Further, no noise or electronically amplified sound shall be audible beyond the property boundary between the hours of 10:00 p.m. and 9:00 a.m.~~

Sec. 58-52. - R-80 single-family district.

(This change will also be made in Sections 58-53, 58-54 and 58-58)

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

 - a. Churches, synagogues and other places of worship, and their customary related uses.
 - b. Public and private schools serving all grades, including preschool facilities.
 - c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
 - d. Country clubs, fraternal, social and other civic organizations.
 - e. Emergency governmental service facilities, including police, fire and rescue.
 - f. Cemeteries.

- g. Essential services, classes II and III.
- h. Clubs.
- i. Community centers.
- j. Public parks and recreational facilities.
- k. Private airstrips, provided that:
 1. The airstrips may be used only by the owners of the land on which the same is located; provided, however, if the airstrip is located on a bona fide farm, any airplanes engaged in crop dusting may use such airstrip in connection therewith;
 2. No flying lessons shall be conducted in airplanes flying from or to the airstrip;
 3. No commercial sales of airplanes, parts or fuel shall be conducted at the airstrip;
 4. The airstrip shall have been approved by the appropriate state and federal agencies.
- l. Telecommunication towers.
- m. Libraries.
- n. Planned residential developments, subject to the requirements of section 58-23
- o. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- p. Government or town facility.
- q. Land application of biosolids.
- r. Agritourism.
- s. **Wedding, banquet and reception centers provided the lot is at least five acres. However, nothing shall prohibit one or more of these uses from being combined on a single five-acre lot. These uses shall not produce levels of noise or electronically amplified sound that is audible at levels greater than 60 db beyond the boundary of the property on which the facility is located. Further, no electronically amplified sound shall be audible beyond the property boundary between the hours of 10:00 p.m. and 9:00 a.m.**

Adopted this 12th day of August, 2013.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

Sec. 58-4. - Definitions.

Wedding, banquet and reception centers are uses and structures that are designed for groups of people to gather for social functions or events, including, but not limited to, weddings and wedding receptions and other gatherings. This definition does not apply to churches.

Conference centers are uses designed and built almost exclusively to host conferences, exhibitions, large meetings, seminars, company retreats, training sessions, etc.

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**AN ORDINANCE TO AMEND SECTION 58-4
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2013-12**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 58-4 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-4. - Definitions.

Wedding, banquet and reception centers are uses and structures that are designed for groups of people to gather for social functions or events, including, but not limited to, weddings and wedding receptions and other gatherings. This definition does not apply to churches.

Conference centers are uses designed and built almost exclusively to host conferences, exhibitions, large meetings, seminars, company retreats, training sessions, etc.

Adopted this 12th day of August, 2013.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

MAY 22 2013

TOWN OF WEDDINGTON
ZONING/PLANNING DEPT

TOWN OF WEDDINGTON
CONDITIONAL USE PERMIT APPLICATION

Application Number: CUP01-13

Date of Application 5/22/2013

I. Applicant/Owner Information

A. Applicant's Name: TERRY WHITTENBURG

Address: 2035 BECKWITH LN, WAXHAW, NC 28173

Phone: 704-283-5494

B. Owner's Name: (SOUTHSIDE CHRISTIAN ASSEMBLY)
ALL NATIONS CHRISTIAN FELLOWSHIP

Address: 5207 MONROE-WEDDINGTON RD, WEDDINGTON, NC 28104

Phone: 704-283-5494

II. Property Information

A. Property Location: 5207 MONROE-WEDDINGTON RD.

WEDDINGTON, NC

B. Tax Map Book _____ Map _____ Parcel(s) 06069021

C. Deed Book 419 Page 12

D. Existing Zoning _____ Proposed Zoning _____

E. Existing Use CHURCH Proposed Use CHURCH

F. Property Size 3 ACRES (Sq.Ft./Acres)

G. Is a Rezoning Application being submitted with CUP Application? NO

III. Other Required Information (Attach the Following)

- A. Narrative describing the requested conditional use in sufficient detail and a justification that the conditional use meets the standards and intent contained in Section 6.4.2 of the Zoning Ordinance and in addition, the standards of Section 6.10, as applicable.
- B. The owners' names, addresses, the tax parcel numbers use(s), and current Zoning Classifications of all adjoining properties. Please include this information on the Attachment "A" form.
- C. A scaled boundary survey drawn to an appropriate scale prepared by and certified to be correct by a surveyor or engineer registered with the State

of North Carolina, showing dimensions of the property and adjacent lots and streets, the total acreage, present zoning classification(s), date and North arrow. On copies of this survey shall be drawn the following information:

- (1) All existing easements, reservations, rights-of-way and all yard requirements for the zoning district.
- (2) A site plan showing all existing and/or proposed buildings, storage areas, parking and access areas, proposed size, layout and setbacks of land and proposed structures, and proposed number, type, and location of signs. For residential uses this shall include the number of units and an outline of the area where the structures will be located. For nonresidential uses, this shall include the approximate square footage of all structures and an outline of the area where the structures will be located.
- (3) Traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets. (Shopping Centers, having two (2) or more individual uses shall show the parking spaces, channelization and ratios shown, service areas, off-street loading facilities, service drives and dimensions thereon; and all pedestrian ways.)
- (4) Landscape plan at the same scale as the site plan showing existing and proposed trees, ground cover and landscape material, proposed screening, and buffering (if applicable) including walls, fences or planted areas as well as treatment of any existing natural features.

D. Plans and elevations for all proposed structures.

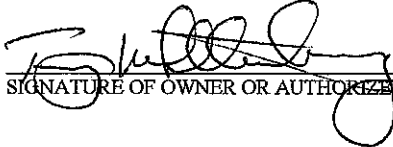
E. A map at the same scale as the site plan showing the following:

- (a) Delineation of areas within the floodplain as shown on the official flood hazard boundary maps.
- (b) Accurate mapping of all soil classifications found on the site and general depths thereof. The applicant shall use the same classifications used by the U.S. Department of Agriculture.
- (c) Existing and proposed topography at five (5) feet contour intervals.
- (d) Plans for providing potable water and for the treatment of wastewater.

- (e) Shopping Center application shall submit proof of need information as set forth in Section 5.6.2(1)a of the Zoning Ordinance.
- (f) Shopping Center applications shall submit a statement indicating "readiness to proceed with the proposed development" as set forth in 5.6.2(1)d of the Zoning Ordinance.
- (g) Certification from owner of record that applicant has authorization to apply for this zoning action. (This is needed only if the applicant is not the property owner). Certification shall be notarized.
- (h) State whether or not the applicant or owner, owns, has a proprietary interest, or in any way has any other contractual interest in any land that is contiguous to the land that is the subject of this request. If so, please provide a sufficient legal description of such land and state the interest of the applicant or owner.
- (i) Application processing fee. Attach check, payable to the Town of Weddington in the amount of \$350⁰⁰.

I, the undersized owner or authorized representative, hereby submit this application with the attached information. The information and documents provided are complete and accurate to the best of my knowledge.

5-22-13
DATE


SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

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

MEMORANDUM

TO: Dorine Sharp, Chairman
Planning Board

CC: Amy McCollum, Town Clerk

FROM: Jordan Cook, Zoning Administrator/Planner

DATE: August 12, 2013

SUBJECT: Southside Christian Assembly Temporary Modular Classrooms
Conditional Use Permit

Terry Whitworth requests a Conditional Use Permit (CUP) for three temporary modular classrooms located at Southside Christian Assembly. The modular classrooms will be located at 5207 Weddington Road. The modular classrooms are permitted per *Section 58-14* of the *Town of Weddington Zoning Ordinance*.

Application Information

Date of Application: May 22, 2013
Applicant/Owner Name: Terry Whitworth/Southside Christian Assembly/All Nations Christian Fellowship
Parcel ID#: 06-069-021
Property Location: 5207 Weddington Road
Existing Zoning: R-40
Property Size: 3.13 Acres

General Information

- Applicant is required a CUP per *Section 58-14* of the *Town of Weddington Zoning Ordinance*.
- The three modular classrooms will be located behind the existing church facility.
- The classrooms do meet the setbacks requirements for the R-40 zoning district.
- The applicant has stated that the modular classrooms will meet North Carolina and Union County Building Codes.
- As stated in *Section 58-14* of the *Town of Weddington Zoning Ordinance*, the CUP may be issued for up to one year and may be renewed by the Town Council for subsequent periods of one year.
- The Planning Board gave this project a favorable recommendation with a 4-0 vote at their June 24th meeting.

Staff has reviewed the application and submitted documents and finds the Conditional Use Permit Application is in compliance with *Article 3-Conditional Uses* and *Section 58-14* of the *Town of Weddington Zoning Ordinance* with the following conditions (both conditions have been addressed):

1. **Zoning of adjacent properties of the displayed on the site plan;**
2. **Parking calculations to be shown for proposed trailers. Parking can be accommodated in gravel lot.**

All Nations Christian Fellowship
Crossroads South Campus
5207 Monroe-Weddington Road
Weddington, NC 28104

Weddington Town Council

Our permit request is for three modular classrooms, each approximately 24'x36' for use for Sundayschool classrooms, prayer meetings, committee meetings, etc. These classroom buildings will be placed in a column, according to our survey map, behind our church's current meeting facilities. The modulares will be placed, set, structured and wired according to NC state code as well as to the specifics required by Union County.

The reason that we need these classrooms is because our current facilities only has one children's classroom and one nursery area, and our Children's Ministry is rapidly growing as we are seeing more young married couples attending.

Furthermore, we anticipate relocating, as the church is steadily growing, within the next 2-3 years. Therefore we affirm the following:

1. We will not permanently install the modular. These are for temporary use.
2. They will remain on a portable frame and only be set on the property, as required by NC state code, upon cement block pylons.
3. We do not foresee the need for these modulares beyond the 2 to 3 years of occupancy at our current location.
4. Our goal is to prepare the grounds and obtain the required inspections, contact Duke Energy for setting power and meter, and transport and set the classrooms as soon as possible for our Sunday School rooms. Of course everything will be "to code" and properly inspected, as well as any upgrades that we see fit, ie, new carpet, new outlet covers, etc.

Thank You for your Consideration!

Sincerely,
Terry Whittenburg,
ANCF
On behalf of Crossroads South



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Grid based on the North Carolina State Plane Coordinate System
All dimensions in feet



1-20-13

Town of Weddington Conditional Zoning Application

Application Number: C702-13 Application Date: March 22, 2013

Applicant's Name: Gantt Huberman Architects - Harvey Gantt

Applicant's Phone: 704.334.6436

Applicant's Address: 500 N. Tryon St., Charlotte, NC 28202

Property Owner's Name: St. Mark Coptic Orthodox Church - Fr. Arsanios Ragheb

Property Owner's Phone: 704.541.4107

If applicant is different from the property owner, please provided a notarized authorization from the property owner.

Property Location: Intersection of S Providence Rd. and Old Mill Rd. (southeast corner)

Parcel Number: 06153013A Deed Book and Page: 05668 / 0200

Total Acreage of Site: 13.1 Existing Zoning: CITY: R-CD

Application Fee: \$1500 Check Number: 2276

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 he/she will reimburse the Town for all engineering and consulting services associated with the review of 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.

Please include the following:

- ✓ 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(ies) 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 58-60(1) of the Weddington Code of Ordinances.
- ✓ 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 treatments 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.

Please Note: The Zoning Administrator requires the petitioner to submit more than one copy of the petition and site plan in order to have enough copies available to circulate to other government agencies for review and comment. The number of copies required shall be determined on a case-by-case basis by the Zoning Administrator.

Zoning Administrator Approval

The Zoning Administrator shall have up to thirty (30) days following any revision of the application to make comments. If the Administrator forwards no comments to the applicant by the end of any such thirty-day period, the application shall be submitted to the Planning Board for their review without any further comment.

Planning Board Review

The applicant shall submit at least ten (10) copies of the application to the Zoning Administrator for transmittal to the Planning Board and other appropriate agencies. The Zoning Administrator shall present any properly completed application to the members of the Planning Board at least fifteen (15) days prior to their next regularly scheduled meeting. The Planning Board by majority vote may shorten or waive the time provided for receipt for a completed application. The Planning Board shall have up to thirty-one (31) days from the date at which they first met to review the application to take action. If such period expires without action taken by the Planning Board, the application shall then be transferred to the Town Council for final action.

Action by Town Council

Conditional Zoning District decisions are a legislative process subject to judicial review using the same procedures and standards of review as apply to general use district zoning decisions. Conditional Zoning District decisions shall be made in consideration of identified relevant adopted Land Use Plans for the area and other adopted land use policy documents and/or ordinances.

Public Hearing Required

Prior to making a decision 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 12.1.7 of the Zoning Ordinance. Once the public hearing has been held, the Town Council shall take action 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 thirty-one (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.

To the best of my knowledge, all information herein submitted is accurate and complete.

W. Arsanus B.R.

Signature of Property Owner

3/19/2013

Date


Signature of Applicant

3/19/13
Date



**Saint Mark Coptic
Orthodox Church**

P.O. Box 241332
Charlotte, NC 28224
Ph. # (704) 365 1399
E-mail: fr.arsanios@gmail.com

The board of the Coptic Orthodox Church of St. Mark, Charlotte, NC delegates Gantt Huberman Architecture to apply for the Conditional Zoning concerning the Weddington land located on Old Mill Rd. and Providence Rd. in the Town of Weddington on the Church behalf.

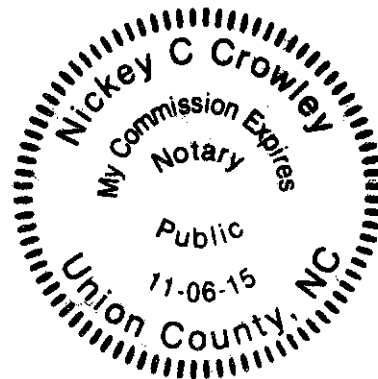
The Chairman of the Board

Fr. Arsanios B.R.

Fr. Arsanios B. Ragheb

3/18/2013

Nickey C. Crowley



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

MEMORANDUM

TO: Dorine Sharp, Chairman
Planning Board

CC: Amy McCollum, Town Clerk

FROM: Jordan Cook, Zoning Administrator/Planner

DATE: August 12, 2013

SUBJECT: St. Mark Coptic Orthodox Church CZ Rezoning Request

Gantt Huberman Architects requests a Conditional Zoning (CZ) Rezoning for St. Mark Coptic Orthodox Church located at the intersection of Providence Road and Old Mill Road.

Application Information

Date of Application: March 22, 2013
Applicant Name: Gantt Huberman Architects-Harvey Gantt
Owner Name: St. Mark Coptic Orthodox Church-Fr. Arsanios Ragheb
Parcel ID#: 06-153-013A
Property Location: Southeast corner of Providence Road and Old Mill Road
Existing Land Use: Residential Conservation (no proposed change)
Existing Zoning: RCD
Proposed Zoning: RCD (CZ)
Existing Use: Vacant Land
Proposed Use(s): Church, School, Multi-Function Building, Gymnasium, etc.
Parcel Size: 13.1 Acres

General Information

- The applicant proposes a Church and its customary related accessory uses in accordance with *Section 58-58 (2) a* of the *Weddington Zoning Ordinance*.
- The required Public Involvement Meetings for this project were held on May 13th and May 14th, 2013. The meeting on May 13th was held at Town Hall from 4:30-6:30pm. The meeting on May 14th was held on-site from 10:00am-12:00pm.

Proposed Uses on Site Plan:

- I. Phase 1—0 to 5 years
 - 15,433 square foot Multi-Function Building
 - 40 parking spaces
 - Single entrance from Old Mill Road
 - 9,800 square foot detention pond
 - 1,800 square foot rain garden and 4,880 square foot rain garden
 - Three sports fields (soccer, basketball and volleyball)

- II. Phase 2—5 to 10 years
 - 17,105 square foot Church Sanctuary
 - 104 additional parking spaces
 - Additional entrance from Old Mill Road and entrance from future Rea Road Extension
 - 4,380 square foot rain garden and 9,844 square foot garden

- III. Phase 3—10 to 15 years
 - 35,362 square foot K through 5 School
 - 300 square foot Outdoor Facility
 - Bleachers adjacent to Soccer Field

- IV. Phase 4—15 to 20 years
 - 10, 875 square foot Gymnasium
 - Once Gymnasium is built, the school will become a K through 12 school

- V. Overall Master Plan
 - 79,075 square feet of building facilities built in four phases over 15-20 years
 - 55,500 square feet of athletic fields
 - Landscaping is added as phases are built
 - Parking spaces built in phases as outlined above

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

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

Access and Parking:

- The site will be accessed by one entrance on Old Mill Road upon the completion of Phase 1. Upon completion of Phase 2, another driveway will be constructed on Old Mill Road and the future Rea Road Extension.
- NCDOT and the Town Traffic Engineer have provided feedback on the proposed plan or the Traffic Impact Analysis.
- The applicant is required 125 parking spaces for the Church use (the most intense parking requirement use). The applicant has provided a total 144 parking spaces. However, 40 parking spaces will be built in Phase I and 104 parking spaces will be built in Phase II.
- Parking spaces and drive aisles meet the minimum size standards set forth in *Section 58-175* and *58-176* of the *Weddington Zoning Ordinance*.

Elevations:

- Materials on all buildings will be brick, stone, precast concrete, stained glass and metal roofing.
- The Church spires are proposed to be 85 feet and 40 feet tall. Church spires are exempted from our height requirement per *Section 58-15* of the *Weddington Zoning Ordinance*.

Screening and Landscaping:

- Screening and landscaping will be provided by using existing vegetation in addition to new landscaping. The applicant is required a 50 foot buffer around the perimeter of the property per *Section 58-8* of the *Weddington Zoning Ordinance*. The applicant has provided a 50 foot buffer around the perimeter of the property. The applicant has also provided internal landscaping within parking areas and islands.
- The proposed landscaping plan does comply with *Section 58-8* of the *Weddington Zoning Ordinance*. All proposed plants are permitted in *Section 58-384* of the *Weddington Zoning Ordinance*.

Signage:

- The applicant proposes a freestanding ground sign at the future Rea Road entrance and the Phase I, Old Mill Road entrance.
- Attached on-structure signage and a scoreboard are also proposed.

Additional Information:

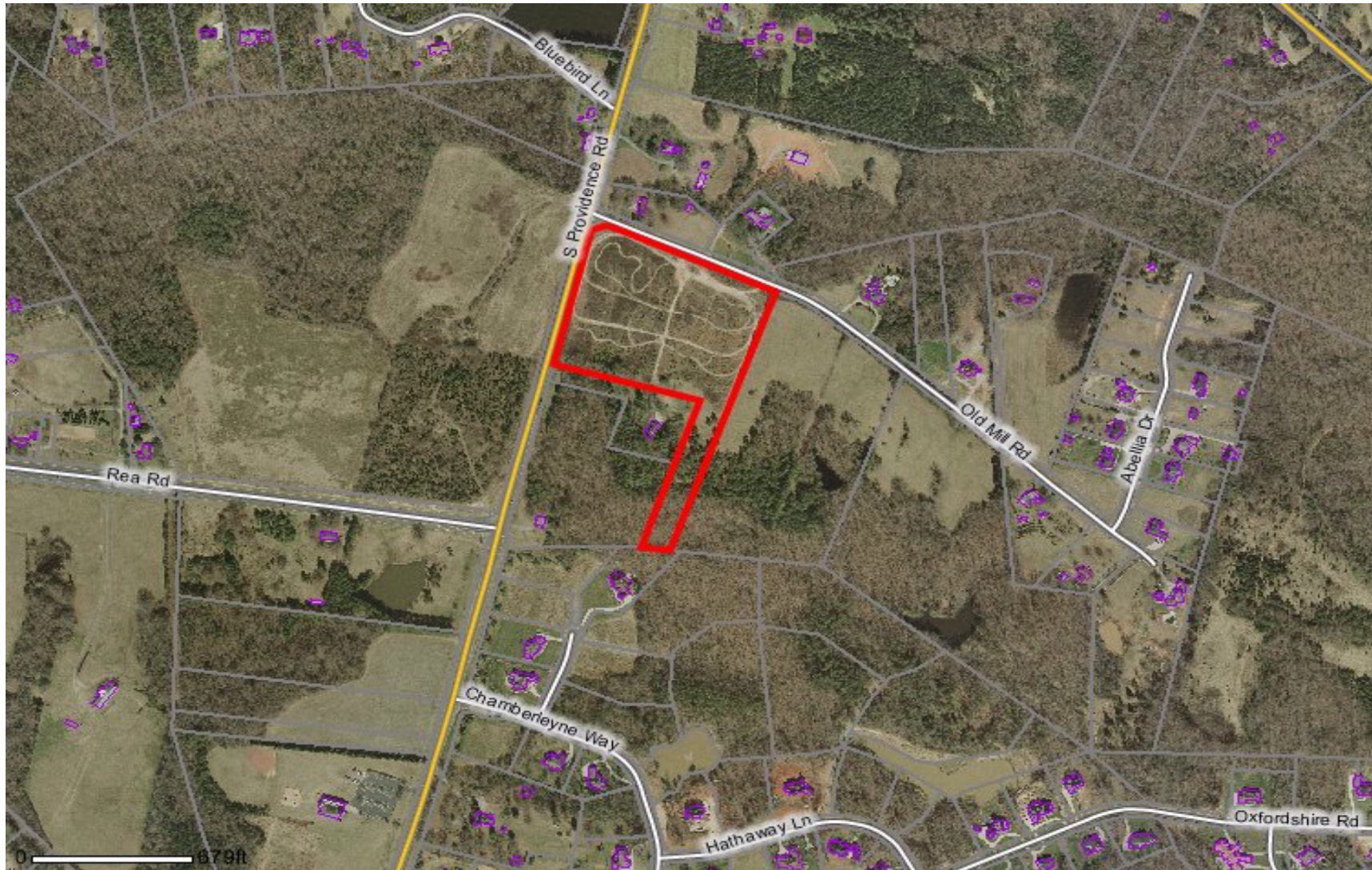
- Adjacent Property Uses are as follows:
 - North: Old Mill Road and single family houses
 - South: Single family houses
 - East: Vacant tract zoned RCD
 - West: Providence Road and single family houses
- This site is not within a regulatory flood plain.
- A lighting plan is not part of this submittal and is addressed in the conditions.
- Water is currently provided by Union County Public Works. Septic is provided by a subsurface septic system built in Phase I.
- Planning staff has received a signed and notarized affidavit from the property owners allowing the applicant to apply for the CZ Rezoning.
- The Planning Board gave this project a favorable recommendation with a 4-0 vote at their June 24th meeting.

Conditions of Approval:

1. Water/Sewer note on site plan should be amended to state “Construction of the remaining three phases will be contingent upon the County’s plan to extend the sewer line”;
2. Engineering must be approved by Town Engineer, Bonnie Fisher with USI;
3. Water and sewer/septic plans to be approved by Union County Public Works and Environmental Health;
4. All signage must comply with *Chapter 58, Article 5* of the *Weddington Code of Ordinances*;
5. Lighting Plan must be approved by Town Staff and shall comply with Town Lighting Ordinance;
6. Applicant must confirm that parking is sufficient for all uses per *Chapter 58, Article VI* of the *Weddington Code of Ordinances*;
7. Any future revisions to the approved site plan and other approved documents must comply with *Section 58-271 (i)* of the *Weddington Zoning Ordinance*;
8. Prior to commencement of construction, Construction Documents shall be approved by the Weddington Town Council in accordance with *Section 58-271* of the *Weddington Code of Ordinances*.

Staff has reviewed the application and submitted documents and finds that the CZ Rezoning Application is in compliance with the *Town of Weddington Zoning Ordinance* aforementioned Conditions of Approval.

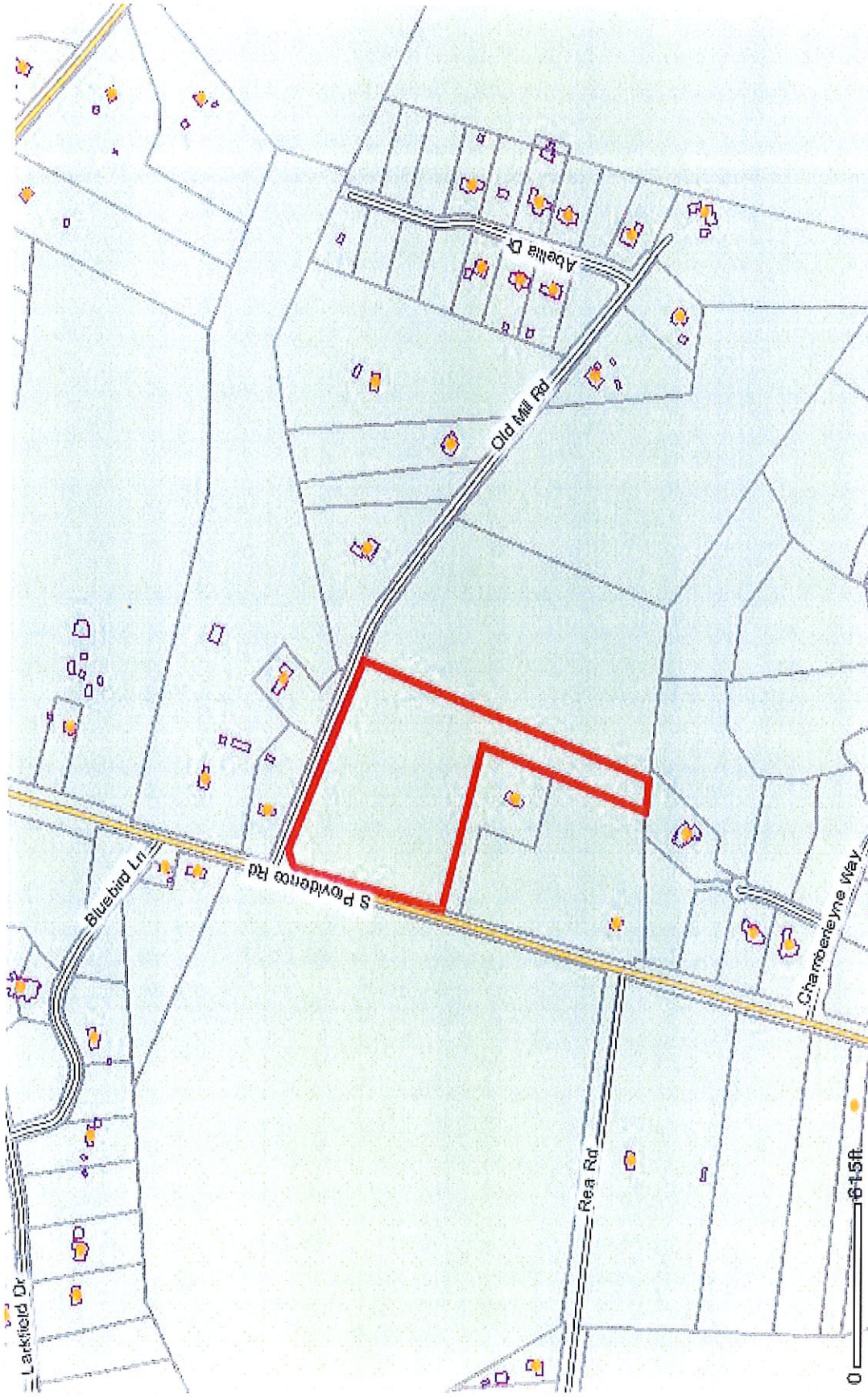
St. Mark Coptic Church



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Grid based on the North Carolina State Plane Coordinate System
All dimensions in feet





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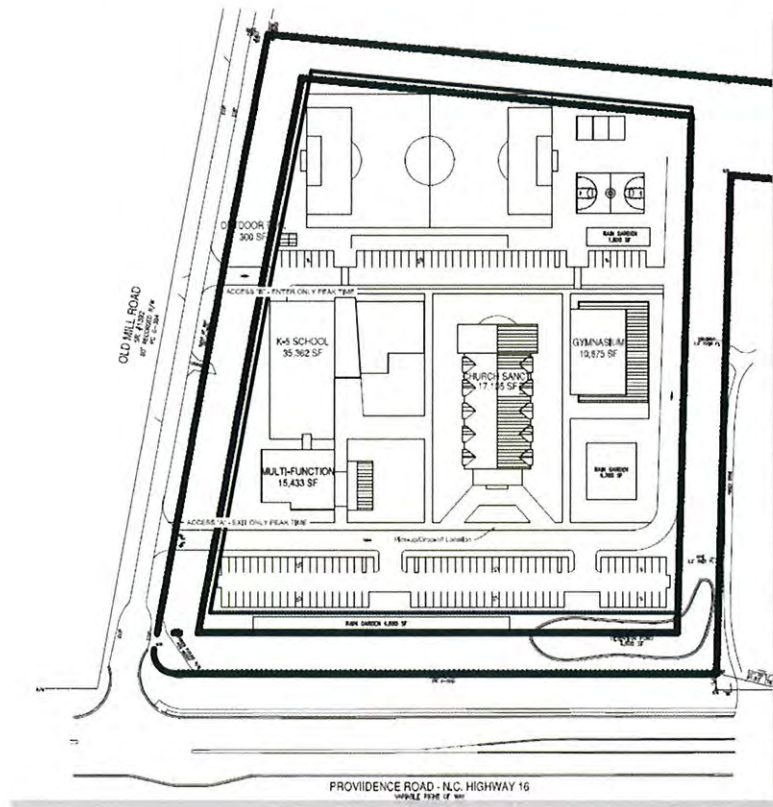
TRAFFIC IMPACT ANALYSIS

ST. MARK'S COPTIC CHURCH

Providence Road (NC 16) & Old Mill Road (SR 1392)
Weddington (Union County), North Carolina



design resource group



for

Gantt Huberman Architects

December 2012

400-001 (C-2165)



Dec. 28, 2012

John Zotter

From: Epperson, Sean M <smepperson@ncdot.gov>
Sent: Monday, December 10, 2012 3:18 PM
To: Randy Goddard; Underwood, John W
Cc: Austin, Chad M; John Zotter; jcook@townofweddington.com
Subject: RE: St. Mark's Copic Church TIA

Randy,

I did want to clarify that the only school zone traffic control we would want to see on Old Mill Rd would be the standard school zone signs (S1-1) and SCHOOL pavement markings. We would not want to see a reduced speed zone or a flasher.

Sean Epperson, PE
Division Traffic Engineer
NCDOT – Division 10
716 W Main St
Albemarle NC 28001
Office - 704-983-4400

From: Randy Goddard [<mailto:randy@drgrp.com>]
Sent: Monday, December 10, 2012 3:01 PM
To: Underwood, John W
Cc: Austin, Chad M; John Zotter; Epperson, Sean M; jcook@townofweddington.com
Subject: RE: St. Mark's Copic Church TIA

John,

Thank you for the review comments.

We will revise and finalize accordingly.

Randy E. Goddard, PE
Managing Principal

Design Resource Group, PA
2459 Wilkinson Boulevard
Suite 200
Charlotte, North Carolina 28208
p 704-343-0608 ext.313
f 704-358-3093
cell 704-654-9619

From: Underwood, John W [<mailto:junderwood@ncdot.gov>]
Sent: Monday, December 10, 2012 2:59 PM
To: Randy Goddard
Cc: Austin, Chad M; John Zotter; Epperson, Sean M; Jordan Cook (jcook@townofweddington.com)
Subject: St. Mark's Copic Church TIA

Randy,

The Department has completed our review of the St. Mark's TIA dated November 1, 2012. We offer the following comments:

- Providence Road (NC 16) and Old Mill Road (SR 1392), The TIA recommends the construction of a northbound right turn lane on NC 16 with 100 feet of storage and a 150 foot bay taper. The Department requests that the storage length be increased to provide a total of 200 feet of storage with a 150 bay taper.
- The recommended school zone traffic control measures as outlined on page 3 and 4 of the TIA should not be implemented on NC 16. The subject recommendations are acceptable for Old Mill Road.

If you have any questions or would like further discussion, please advise.

John W. Underwood
NCDOT - 10th Highway Division
District Engineer
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EXECUTIVE SUMMARY

Gantt Huberman Architects (GHA) is assisting St. Mark's Coptic Church with the development of a new facility. This will consist of a 43,413 SF church and 500-student private school on the east side of Providence Road (NC 16), immediately south of Old Mill Road, in the Town of Weddington (Union County), NC. The institutional site is expected to be fully developed five years from present (2017).



Old Mill Road Facing West at
Site



This report provides analysis of the traffic operations within the area of influence, according to the standards set by the North Carolina Department of Transportation's (NCDOT) "Policy on Street and Driveway Access to North Carolina Highways, Chapter 4 Part C". It provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts. This study evaluates the following scenarios:

- 2012 7-9 AM, 2-4 PM & 4-6 PM Peak existing traffic conditions
- 2017 7-9 AM, 2-4 PM & 4-6 PM Peak No Build traffic conditions
- 2017 7-9 AM, 2-4 PM & PM Peak traffic conditions under the site buildout

The area of influence of the study site as indicated by the North Carolina Department of Transportation (NCDOT) staff includes the following three existing intersections:

1. Providence Road (NC 16) & Old Mill Road (SR 1392) (unsignalized)
2. Providence Road (NC 16) & Rea Road (SR 1316) (signalized)
3. Providence Road (NC 16) & Weddington Road (NC 84) (signalized)

According to the latest site plan provided by Gantt Huberman (May 17, 2012), access to the development is expected to occur via two proposed full movement locations on Old Mill Road (it is assumed both accesses will be two-way for typical church services/activities):



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- Proposed Access "A" is located approximately 240 feet east of Providence Road and will be used as an exit-only driveway during morning school arrival and afternoon dismissal times
- Proposed Access "B" is located approximately 575 feet east of Providence Road and will be used as an entrance-only driveway during morning school arrival and afternoon dismissal times
- A third access location is expected to be created with the eventual Rea Road Extension located south of the site (completion date unknown). However, for purposes of this report, only the two access locations on Old Mill Road are assumed to be in place.

The proposed buildout trip generation results indicate that the church and school is expected to generate a total of 524 AM weekday arrival trips and 288 PM weekday dismissal peak hour trips. It should be noted that the PM dismissal trips were also added to the typical weekday "rush hour" (between 4-6 PM) traffic volumes to represent a "worst case" scenario.

Currently, the two signalized intersections operate under capacity and at an acceptable Level of Service (LOS) of "C" during all three peak hours; the unsignalized intersection operates with short vehicle delays for the minor leg of the intersection during all three peak hours. Typically, an intersection is said to be operating at capacity with a volume-to-capacity (v/c) ratio of 1.00 and acceptable at a LOS "D" or better.

NCDOT ANALYSIS REQUIREMENTS – Chapter 5, Section J of the *July 2003 NCDOT Policy on Street and Driveway Access to North Carolina Highways*, the applicant shall be required to identify mitigation improvements to the roadway network if at least one of the following conditions exist when comparing the 2017 Buildout results to the 2017 No Build results:

- *The total average delay at an intersection or an individual approach increases by 25% or greater, while maintaining the same level of service,*
- *The Level of Service (LOS) degrades by at least one level at an intersection or an individual approach,*
- *Or the Level of Service is "F" for an intersection or an individual approach.*

This section of the driveway manual also states that, *mitigation improvements shall be identified when the analysis indicates that the 95th percentile queue exceeds the storage capacity of the existing lane.*

The intersections within the area of influence were then analyzed under the 2017 No Build and Build scenarios, with the growth in the background traffic.

Improvements in order to satisfy NCDOT's TIA requirements:

These identified intersection improvements will improve capacity and satisfy NCDOT's requirements for potential mitigation when comparing the 2017 No Build to the 2017 Build results:

1. Providence Road (NC 16) & Old Mill Road (SR 1392) (unsignalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions, the intersection drops from short delays to long delays for the minor leg (Old Mill Road) during all three peak hours (unsignalized and the majority of vehicles exiting the campus at the same time). Improvements we recommend to the intersection include:

- Construct a northbound right turn lane on Providence Road with 200 feet of storage and a 150-foot bay taper.
- Construct a westbound right turn lane on Old Mill Road with 200 feet of storage (to Access "B" [Exit driveway]) and a 100-foot bay taper.

It is assumed that there are insufficient traffic volumes to warrant a traffic signal at this location (which is the only improvement that would generate an acceptable LOS in the peak hours). In addition, the existing traffic signal located approximately 2,300 feet north on Providence Road at Weddington Road will create gaps within the traffic flow, allowing vehicles to exit from the minor leg of the unsignalized intersection (which the analysis software does not take into consideration). Also, the existing traffic signal located approximately 1,400 feet south on Providence Road at Rea Road will further increase the gaps within the traffic flow, allowing vehicles to exit from the minor leg of the unsignalized intersection.



We also recommend the implementation of S1-1 school zone signing and "SCHOOL" pavement markings on Old Mill Road.



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2. Providence Road (NC 16) & Rea Road (SR 1316) (signalized)

An improvement identified for potential mitigation includes:

- Construct a second eastbound left turn lane on Rea Road with 200 feet of storage and a 200-foot bay taper (within the existing median - no pavement widening necessary).

With this improvement the southbound approach returns to "B" during the 2-4 PM peak hour and the eastbound approach LOS returns to "E" during the 4-6 PM peak hour (with the intersection and the majority of the approaches better than the No Build conditions). However, we do not feel this is reasonable mitigation for the St. Mark's Coptic Church, especially given that we are only projecting 42 additional eastbound left turn movements as a result of the institutional development.

3. Providence Road (NC 16) & Weddington Road (NC 84) (signalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions the intersection LOS remains a "D" during the 7-9 AM peak hour and a LOS "C" during the 2-4 PM and 4-6 PM peak hours (considerably under capacity during all peak hours). It should be noted that in a couple instances during the No Build and Build scenarios the 95th % queue for the westbound right turn lane exceeds the existing 300 feet of storage (which is a movement not associated with the St. Mark's Coptic Church). Therefore, mitigation is not required at this intersection.

4. Old Mill Road (SR 1392) & Access "A" (Exit only during peak school times) (unsignalized)

Under the 2017 Build conditions the minor leg (Proposed Access "A") is expected to operate with short delays during all three peak hours. The intersection layout we recommend includes:



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- Construct Access "A" two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for exit-only movements (separate left and right turn exit lanes). Other non-peak and church times this driveway should be used for two-way traffic.

5. Old Mill Road (SR 1392) & Access "B" (Enter only during peak school times) (unsignalized)

Under the 2017 Build conditions the minor leg (Proposed Access "B") is expected to operate with short delays during both all three hours. The intersection layout we recommend includes:

- Construct Access "B" two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for entering-only movements (one entering lane should be sufficient based on the 1,100 feet of on-site stacking space). Other non-peak and church times this driveway should be used for two-way traffic.

These identified improvements will improve capacity and provide an acceptable level of service at these intersections and roadway corridor during the critical peak hours of the year 2017.

PROPOSED DEVELOPMENT

Gantt Huberman Architects (GHA) is assisting St. Mark's Coptic Church with the development of a new facility. This will consist of a 43,413 SF church and 500-student private school on the east side of Providence Road (NC 16), immediately south of Old Mill Road, in the Town of Weddington (Union County), NC (see Figure 1). The institutional site is expected to be fully developed five years from present (2017).



Providence Road Facing North
Adjacent to Site



According to the latest site plan provided by Gantt Huberman (May 17, 2012 – see Figure 2), access to the development is expected to occur via two proposed full movement locations on Old Mill Road (it is assumed both accesses will be two-way for typical church services/activities):

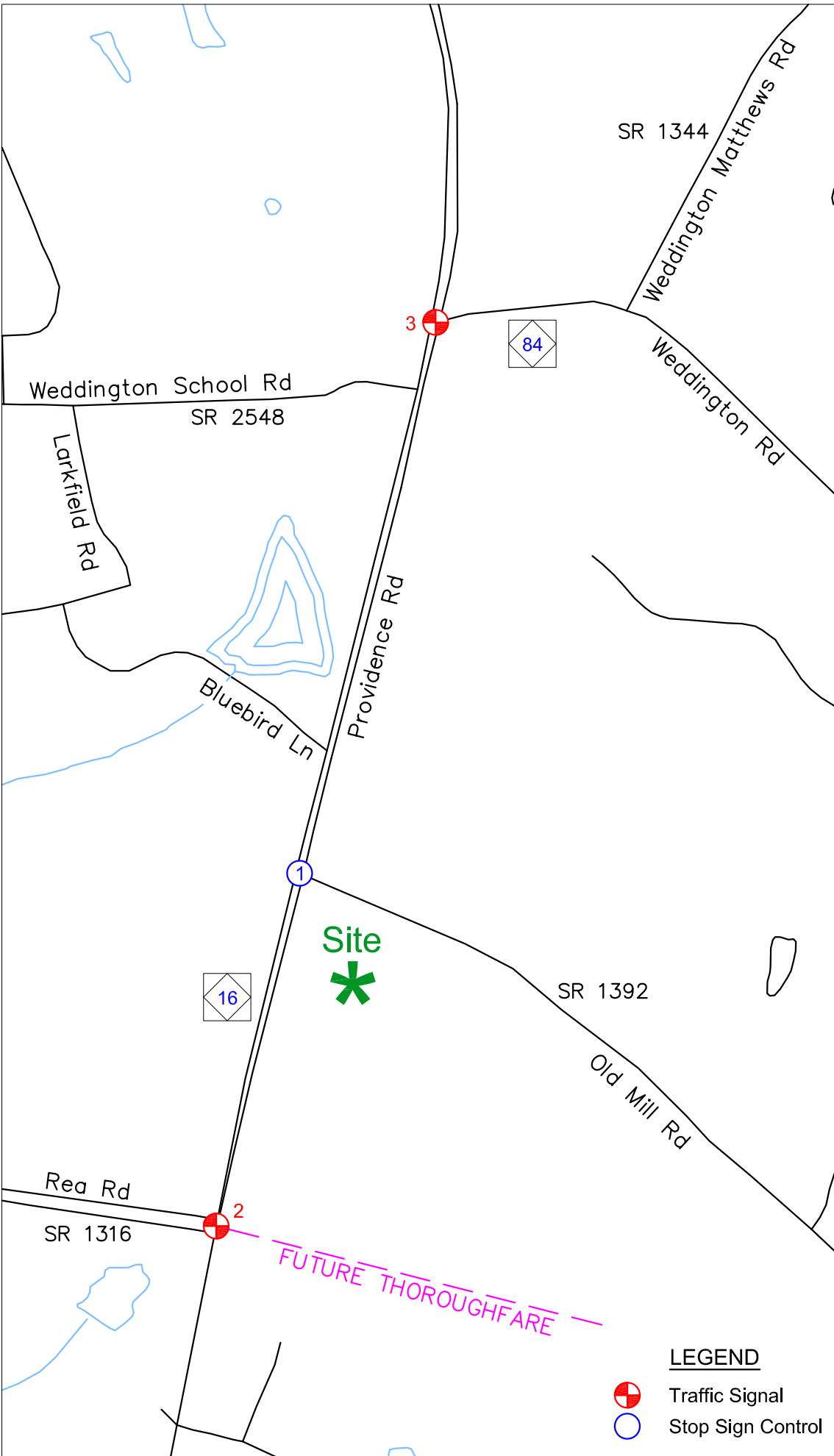
- Proposed Access "A" is located approximately 240 feet east of Providence Road and will be used as an exit-only driveway during morning school arrival and afternoon dismissal times
- Proposed Access "B" is located approximately 575 feet east of Providence Road and will be used as an entrance-only driveway during morning school arrival and afternoon dismissal times
- A third access location is expected to be created with the eventual Rea Road Extension roadway located south of the site (completion date unknown). However, for purposes of this report, only the two access locations on Old Mill Road are assumed to be in place.



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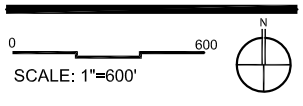
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AREA of INFLUENCE MAP

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LEGEND

- Traffic Signal
- Stop Sign Control

Figure 1

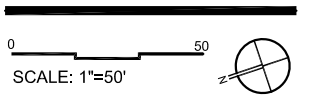


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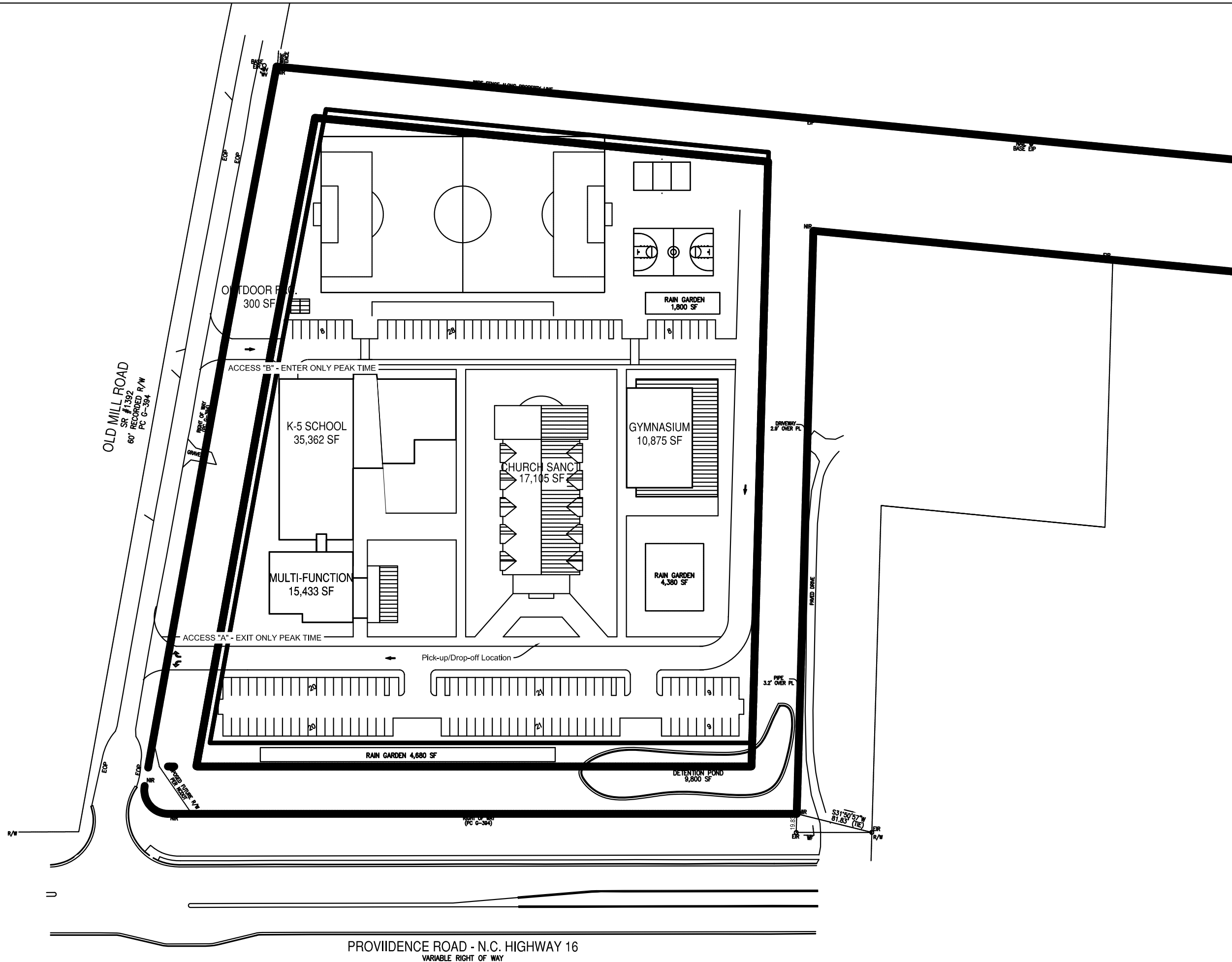


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SITE PLAN

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SITE PLAN FROM GANTT HUBERMAN ARCHITECTS (05/17/12)

Figure 2

AREA CONDITIONS

The area of influence of the study site as indicated by the North Carolina Department of Transportation (NCDOT) staff includes the following three existing intersections:

1. Providence Road (NC 16) & Old Mill Road (SR 1392) (unsignalized)
2. Providence Road (NC 16) & Rea Road (SR 1316) (signalized)
3. Providence Road (NC 16) & Weddington Road (NC 84) (signalized)



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Providence Road Facing North
Towards Old Mill Road



Old Mill Road Facing West Near
Site

As indicated on the most current Mecklenburg–Union Metropolitan Planning Organization (MUMPO) Thoroughfare Plan, Providence Road (NC 16) is a major thoroughfare with a posted speed limit of 45 mph in the vicinity of the site. Providence Road is a median-divided, two-way roadway four lanes wide with appropriate left and right turn lanes with a posted speed limit of 45 mph (35 mph north near Weddington Road). Providence Road has curb/gutter, planting strip, and sidewalk on both sides of the street.

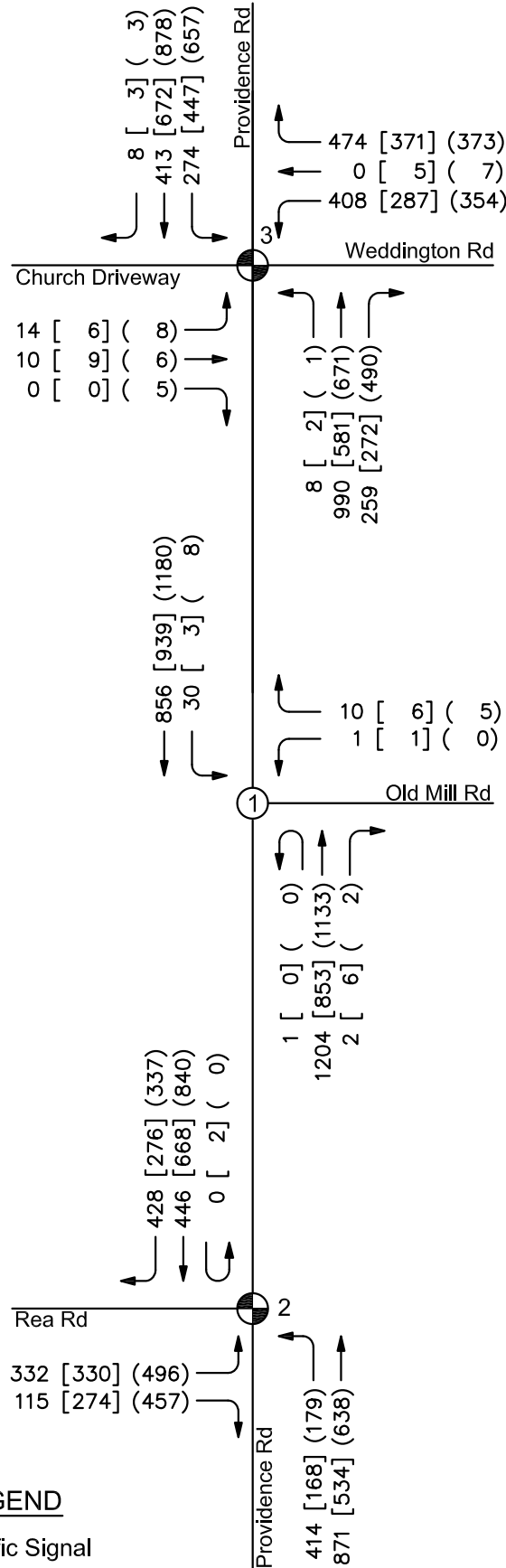
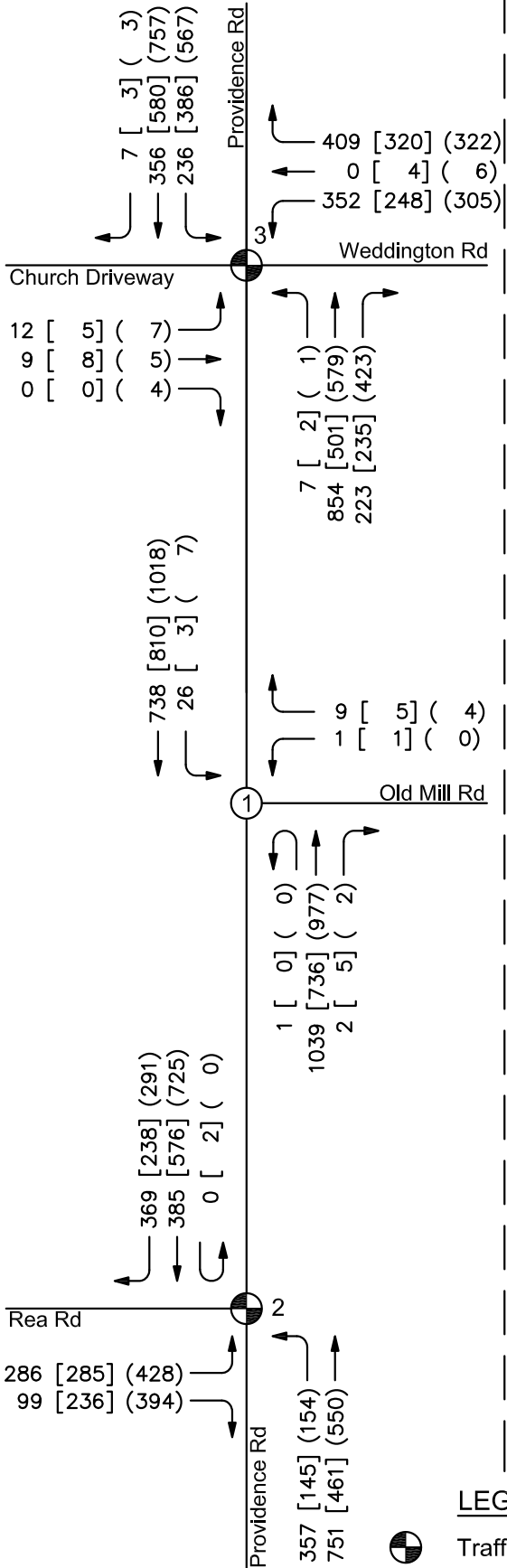
Old Mill Road (SR 1392) is a local road (rural residential in nature) with no posted speed limit (assumed to be 35 mph). The road is two lanes wide, with no curb and gutter or sidewalks.

Sight distance at the proposed site access locations on Old Mill Road are adequate, meeting or exceeding normal NCDOT requirements for a 2-lane, 35 mph posted roadway (40 mph design speed = 400 feet of sight distance).

7:00–9:00 AM and 2:00–6:00 PM peak period turning movement counts were conducted at the three existing intersections on Thursday September 27, 2012. Figure 3 shows the 2012 existing and 2017 No Build traffic volumes for the AM and PM peak hours.

2012 EXISTING PEAK HOUR VOLUMES

2017 NO BUILD PEAK HOUR VOLUMES



LEGEND

- Traffic Signal
- Stop Sign Control
- Directional Movement

VOLUMES: AM [2-4 PM] (4-6 PM)



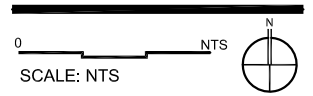
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2012 EXISTING & 2017 NO BUILD PEAK HOUR VOLUMES

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Figure 3

AADT Volumes and Accident Data:

NCDOT is the source for average annual daily traffic (AADT) volumes in the vicinity of the proposed development. According to the latest (2011) information available, the AADT of Providence Road north of Old Mill Road is 26,000 vehicles per day (vpd) and Weddington Road (NC 84) east of Providence Road is 15,000 vpd.

According to the latest high frequency crash data collected by NCDOT for 2006-2010, there were 43 accidents reported at the signalized intersection of Providence Road & Weddington Road (an average of 8.6 crashes/year) and 34 accidents reported at the signalized intersection of Providence Road & Rea Road (an average of 6.8 crashes/year).



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PROJECTED TRAFFIC

The projected background peak hour traffic volumes used in the analyses were developed from the existing (year 2012) peak-hour-turning-movement-count data. The existing intersection turning-movement volumes were increased using a 3 percent per year growth rate for the area to obtain 2017 background volumes, and was approved by NCDOT. The projected traffic volumes used in the horizon year 2017 analyses are a compilation of two values: background traffic and site trip generation.



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The daily and peak-hour-trip-generation data for the institutional development is presented in Table 1. The number of vehicle trips generated for the private school were calculated using the MSTA School Traffic Calculator, Traffic Engineering and Safety Systems Branch, Division of Highways, NCDOT 2008. The trips generated by the church land use are obtained from the Institute of Transportation Engineers, Trip Generation Manual, 9th Edition, 2012.

Table 1: Trip Generation

Land Use [ITE Code where applicable]			Weekday Daily	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Private School	500	Students	830	283	217	500	132	132	264
Church [560]	43,413	SF	395	15	9	24	11	13	24
Weekday Total			1,225	298	226	524	143	145	288

References:

School - MSTa School Traffic Calculator, NCDOT, 2008.

Church - Trip Generation, 8th Ed., Institute of Transportation Engineers, Washington, DC. 2008

The proposed buildout trip generation results indicate that the church and school is expected to generate a total of 524 AM weekday arrival trips and 288 PM weekday dismissal peak hour trips. It should be noted that the PM dismissal trips were also added to the typical weekday “rush hour” (between 4-6 PM) traffic volumes to represent a “worst case” scenario.

In addition to trip generation associated with schools, the MSTA School Traffic Calculator is a useful worksheet for calculating the recommended minimum on-site stacking (queue) length for vehicles dropping-off and picking-up students during the morning arrival and afternoon dismissal times. This worksheet derives/calculates information from variables such as whether the school is a private or public school, the number of



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students, the number of faculty, and the number of buses. Calculations using the projected 500 student private school estimated the number of queued vehicles at any one time during the PM peak time to be 50 vehicles (1,100 feet). A copy of the MSTTA School Traffic Calculator is attached to this document. According to our measurements, there is approximately 1,100 feet of on-site single stacking space with the parking layout shown on the site plan, which is sufficient. Single stacking of vehicles is recommended due to safety concerns; peak time observations should be conducted following the opening of the school to determine if dual stacking is feasible and should only take place due to vehicle queuing extending near or onto Old Mill Road.

The directional trip distribution of the site traffic is provided in Figure 4, which was approved by NCDOT. The trip assignments for the 2017 AM and PM peak hour traffic volumes are presented in Figures 5 through 7. The background traffic is indicated to the far left of the movement arrows followed by the site traffic in parentheses. The two volumes are added to obtain the projected total traffic for that movement:

$$\underline{\text{Background}} + (\text{Site}) = \text{Total}$$



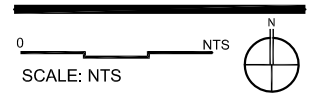
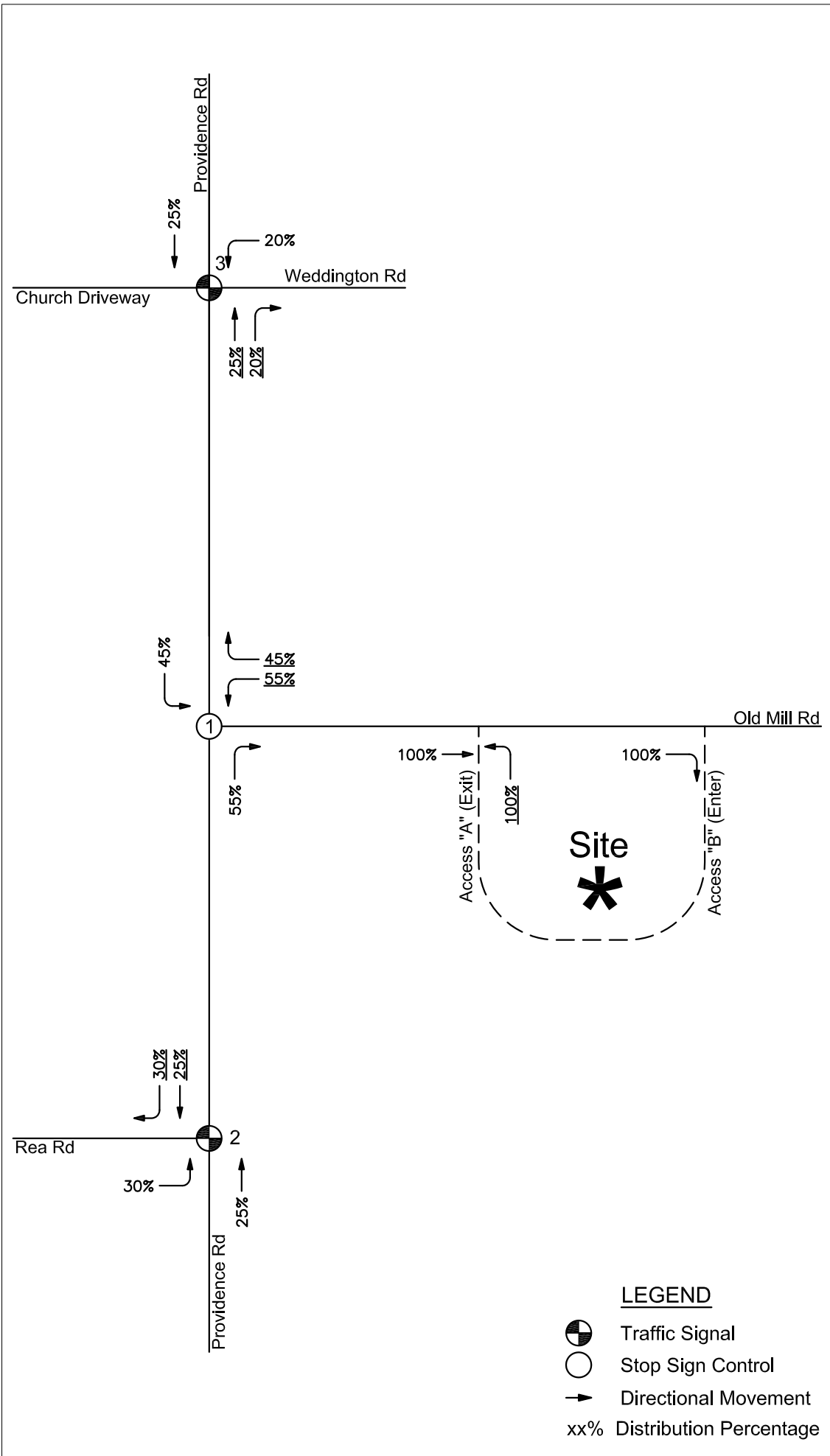
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DIRECTIONAL DISTRIBUTION

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Figure 4

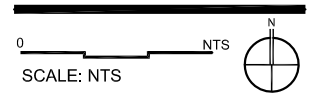
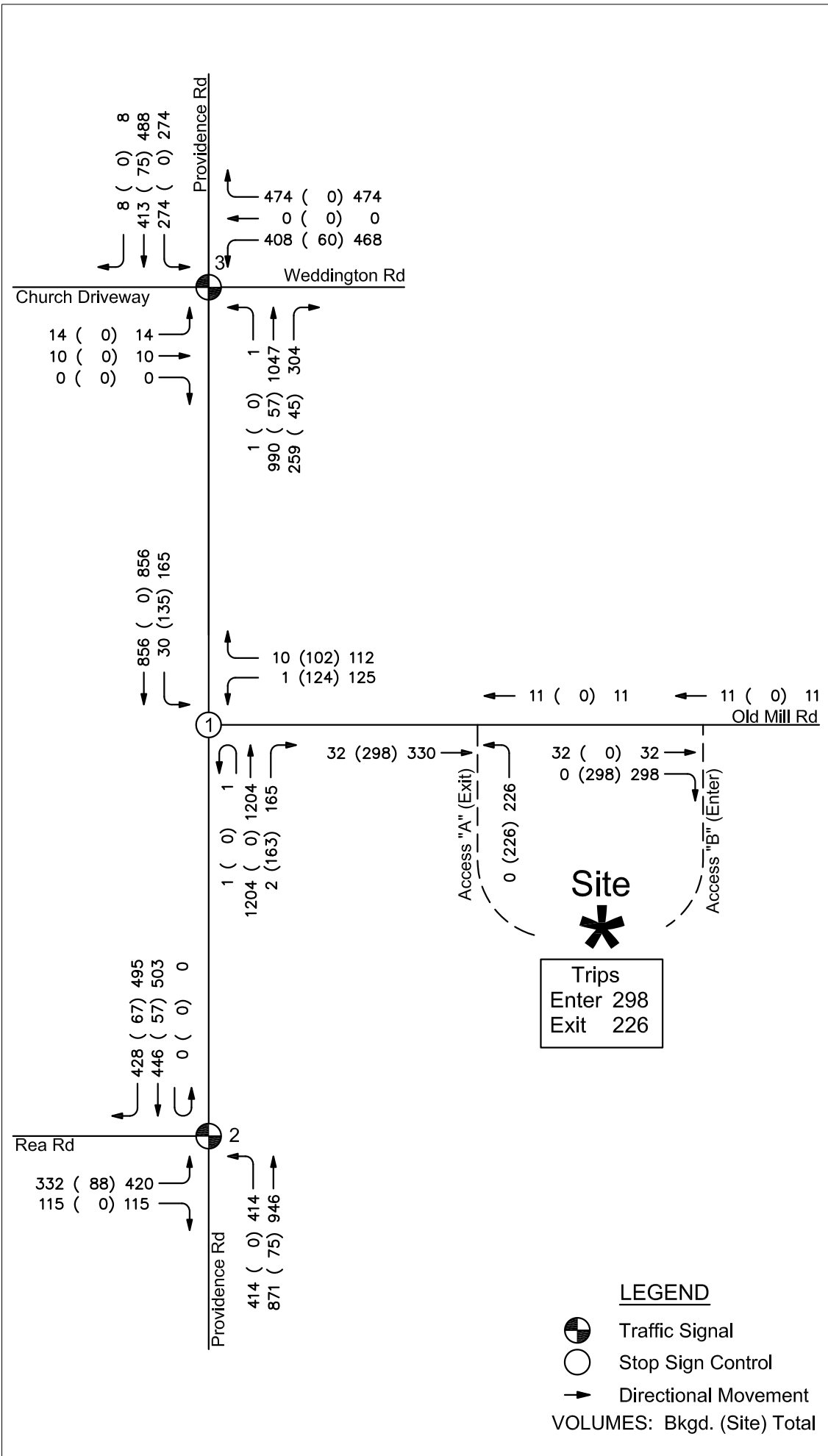


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2017 AM PEAK BUILD TRAFFIC VOLUMES

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■ Figure 5

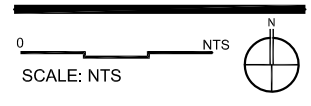
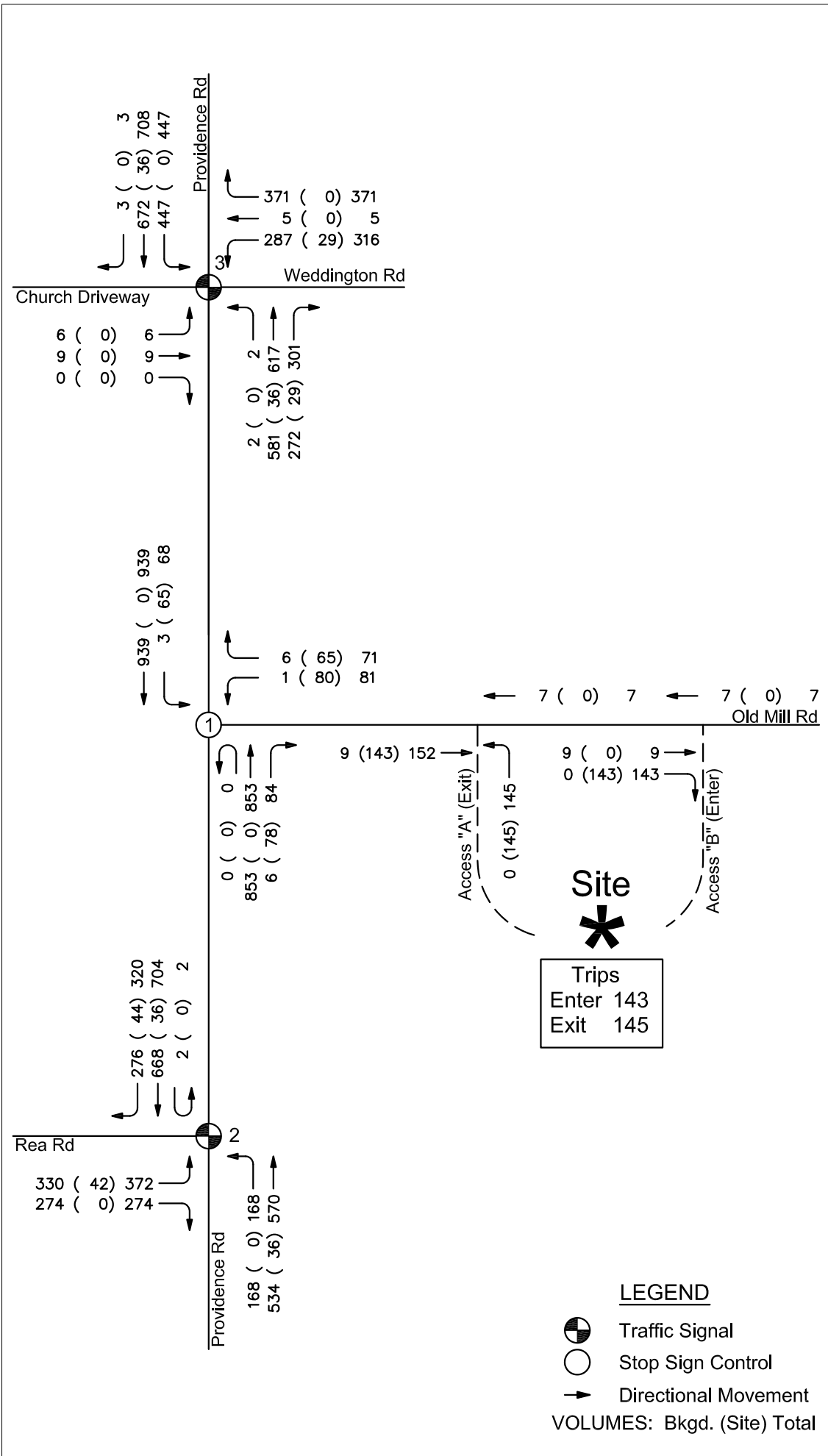


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2017 2-4 PM PEAK BUILD TRAFFIC VOLUMES

OCTOBER 2012

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■ Figure 6



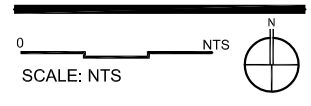
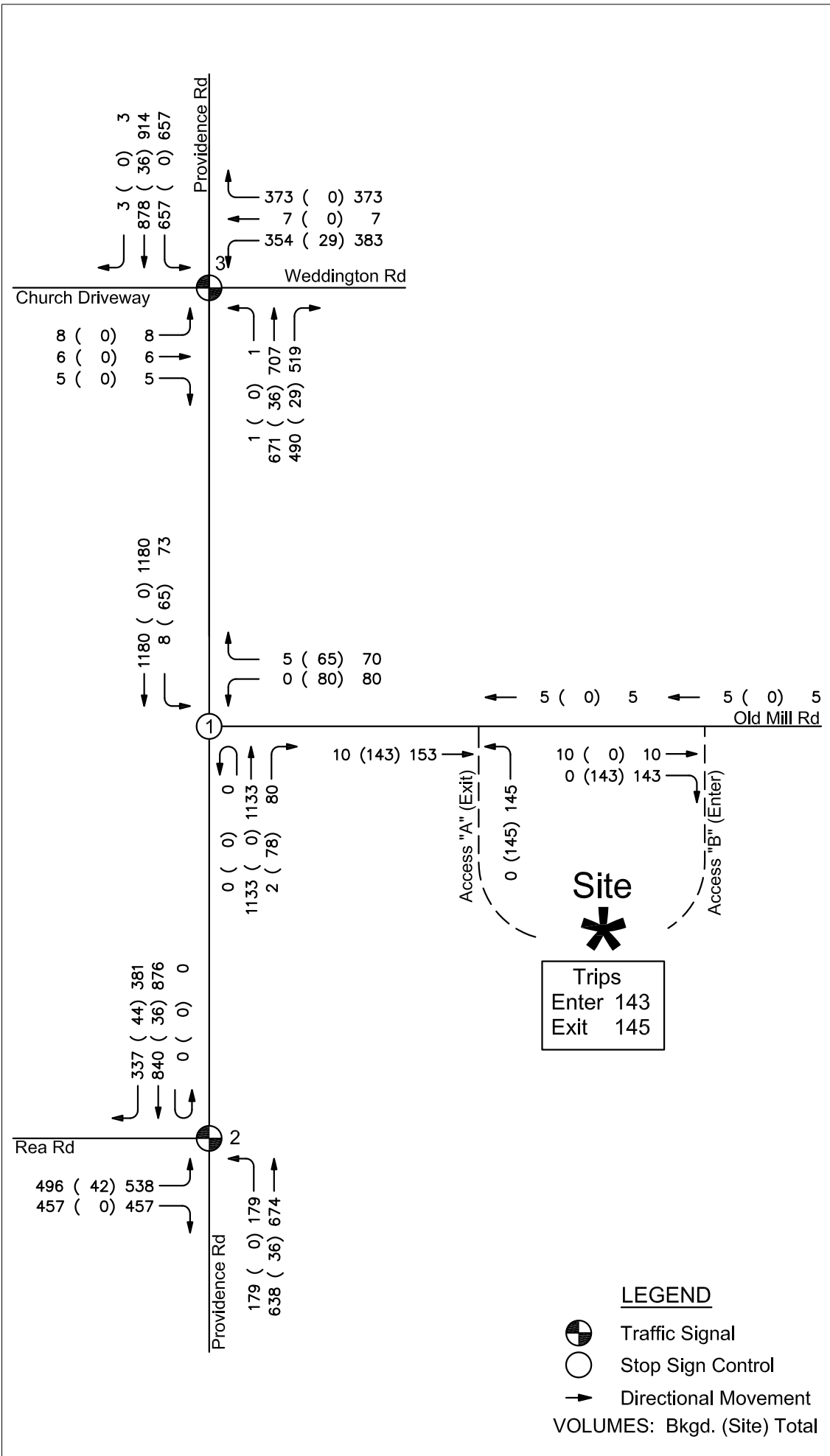
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2017 4-6 PM PEAK BUILD TRAFFIC VOLUMES

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Figure 7

TRAFFIC ANALYSIS

The intersections identified within the area of influence were analyzed to identify the traffic impact that the development has under the 2017 scenario. Recommendations for roadway improvements to accommodate the traffic are a result of the analysis. The traffic analysis is based on the LOS analysis at the identified intersections. The intersection was analyzed assuming full development in 2017. The laneage required for the intersection within the study area to operate at acceptable levels of service in the years 2017 with site traffic added to the background volumes were determined by the analysis.



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LOS is a qualitative measurement of traffic operations. It is a measure of delay time. The Transportation Research Board's Highway Capacity Manual¹ (HCM) defines six levels of service for intersections with LOS "A" representing the best operating condition and LOS "F" the worst. Table 16-2 of the HCM gives the criteria for signalized intersections.

Signalized Level of Service	Signal Delay per Vehicle (sec/vehicle)
A	<10.0
B	> 10.0 and < 20.0
C	> 20.0 and < 35.0
D	> 35.0 and < 55.0
E	> 55.0 and < 80.0
F	>80.0

SYNCHRO Pro 7.0 was the software tool used in determining the delay, capacity and corresponding level of service at the study intersections. This software optimizes the intersection splits for the approach volumes for the signalized intersection. The intersection worksheet reports are provided in the Appendix.

For the analysis of unsignalized intersections, the vehicular movements that must stop at the intersection experience delay (i.e. the minor leg of the intersection). For descriptive purposes:

- LOS results between "A" and "C" for the side (minor) street approach are assumed to represent short vehicle delays
- LOS results between "D" and "E" for the side (minor) street approach are assumed to represent moderate delays

¹ National Research Council. Transportation Research Board. Highway Capacity Manual, Washington, DC. 2002. Chapters 2, 16, and 17.

- LOS results of "F" for the side (minor) street approach is assumed to represent long delays.

It should be noted that stop sign controlled streets/driveways intersecting major streets typically experience long delays during peak hours, while the majority of the traffic moving through the intersection on the major street experiences little or no delay. Table 17-2 gives the criteria for unsignalized intersections.



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HCM Table 17-2 for Unsignalized Intersections		
Unsignalized Level of Service	Stopped Delay per Vehicle (sec/vehicle)	Delay Description
A	≤ 10.0	Short Vehicle Delays
B	> 10.0 and ≤ 15.0	
C	> 15.0 and ≤ 25.0	
D	> 25.0 and ≤ 35.0	Moderate Vehicle Delays
E	> 35.0 and < 50.0	
F	> 50.0	Long Vehicle Delays

This report provides analysis of the traffic operations within the area of influence, according to the standards set by the North Carolina Department of Transportation's (NCDOT) "Policy on Street and Driveway Access to North Carolina Highways, Chapter 4 Part C". It provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts. This study evaluates the following scenarios:

- 2012 7-9 AM, 2-4 PM & 4-6 PM Peak existing traffic conditions
- 2017 7-9 AM, 2-4 PM & 4-6 PM Peak No Build traffic conditions
- 2017 7-9 AM, 2-4 PM & PM Peak traffic conditions under the site buildout

Currently, the two signalized intersections operate under capacity and at an acceptable Level of Service (LOS) of "C" during all three peak hours; the unsignalized intersection operates with short vehicle delays for the minor leg of the intersection during all three peak hours. Typically, an intersection is said to be operating at capacity with a volume-to-capacity (v/c) ratio of 1.00 and acceptable at a LOS "D" or better. The results of the 2012 existing conditions scenario are presented in Table 2.

Table 2: 2012 Existing Conditions Level of Service

Intersection	AM Peak			2-4 PM Peak			4-6 PM Peak		
	Delay (sec/veh)	Capacity (v/c)	Level Of Service	Delay (sec/veh)	Capacity (v/c)	Level Of Service	Delay (sec/veh)	Capacity (v/c)	Level Of Service
1. Providence Rd. & Old Mill Rd.	Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection		
2. Providence Rd. & Rea Rd.	24.3	0.59	C	26.1	0.65	C	33.6	0.87	C
3. Providence Rd. & Weddington Rd./Church Access	31.8	0.67	C	28.7	0.46	C	30.7	0.59	C



Chapter 5, Section J of the *July 2003 NCDOT Policy on Street and Driveway Access to North Carolina Highways*, the applicant shall be required to identify mitigation improvements to the roadway network if at least one of the following conditions exist when comparing the 2017 Buildout results to the 2017 No Build results:

- *The total average delay at an intersection or an individual approach increases by 25% or greater, while maintaining the same level of service,*
- *The Level of Service (LOS) degrades by at least one level at an intersection or an individual approach,*
- *Or the Level of Service is "F" for an intersection or an individual approach.*

This section of the driveway manual also states that, *mitigation improvements shall be identified when the analysis indicates that the 95th percentile queue exceeds the storage capacity of the existing lane.*

The study intersection and the proposed access locations were then analyzed under the 2017 No Build and Build scenarios, with the growth in background traffic and the addition of the site traffic (see Table 3).

Table 3: 2017 Levels of Service

Intersection	Intersection and Approach	AM Peak			2-4 PM Peak			4-6 PM Peak		
		Delay (sec/veh)	Capacity (v/c)	Level Of Service	Delay (sec/veh)	Capacity (v/c)	Level Of Service	Delay (sec/veh)	Capacity (v/c)	Level Of Service
2017 No Build										
1. Providence Rd. & Old Mill Rd.	<i>Intersection</i>	Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection		
	<i>Intersection</i>	<i>25.3</i>	<i>0.69</i>	<i>C</i>	<i>28.0</i>	<i>0.75</i>	<i>C</i>	<i>48.7</i>	<i>1.00</i>	<i>D</i>
2. Providence Rd. & Rea Rd.	Northbound	25.0	-	C	20.8	-	C	23.5	-	C
	Southbound	14.6	-	B	20.0	-	B	49.0	-	D
	Eastbound	47.3	-	D	48.8	-	D	69.8	-	E
3. Providence Rd. & Weddington Rd./ Church Access	<i>Intersection</i>	<i>36.4</i>	<i>0.78</i>	<i>D</i>	<i>28.8</i>	<i>0.53</i>	<i>C</i>	<i>31.0</i>	<i>0.67</i>	<i>C</i>
	Northbound	25.2	-	C	15.6	-	B	23.8	-	C
	Southbound	25.1	-	C	27.7	-	C	31.5	-	C
	Eastbound	62.5	-	E	62.9	-	E	61.8	-	E
	Westbound	60.7	-	E	46.9	-	D	40.2	-	D
2017 Build										
1. Providence Rd. & Old Mill Rd. ¹	<i>Intersection</i>	Long Vehicle Delays for the Minor Leg of the Intersection			Long Vehicle Delays for the Minor Leg of the Intersection			Long Vehicle Delays for the Minor Leg of the Intersection		
	<i>Intersection</i>	<i>28.3</i>	<i>0.79</i>	<i>C</i>	<i>28.9</i>	<i>0.80</i>	<i>C</i>	<i>53.5</i>	<i>1.04</i>	<i>D</i>
2. Providence Rd. & Rea Rd.	Northbound	27.8	-	C	21.4	-	C	25.1	-	C
	Southbound	17.7	-	B	21.5	-	C	50.9	-	D
	Eastbound	49.4	-	D	49.2	-	D	81.0	-	F
2a. Providence Rd. & Rea Rd. ²	<i>Intersection</i>	<i>23.2</i>	<i>0.64</i>	<i>C</i>	<i>24.8</i>	<i>0.69</i>	<i>C</i>	<i>40.7</i>	<i>0.95</i>	<i>D</i>
	Northbound	21.9	-	C	16.6	-	B	15.9	-	B
	Southbound	12.1	-	B	13.5	-	B	27.1	-	C
3. Providence Rd. & Weddington Rd./ Church Access	Eastbound	47.1	-	D	52.3	-	D	79.1	-	E
	<i>Intersection</i>	<i>38.2</i>	<i>0.82</i>	<i>D</i>	<i>30.5</i>	<i>0.57</i>	<i>C</i>	<i>32.8</i>	<i>0.70</i>	<i>C</i>
	Northbound	24.6	-	C	19.2	-	B	27.4	-	C
	Southbound	25.1	-	C	27.5	-	C	32.1	-	C
	Eastbound	62.5	-	E	63.2	-	E	61.8	-	E
	Westbound	67.6	-	E	49.8	-	D	42.3	-	D
Old Mill Rd. & Access "A" (Exit)	<i>Intersection</i>	Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection		
Old Mill Rd. & Access "B" (Enter)	<i>Intersection</i>	Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection			Short Vehicle Delays for the Minor Leg of the Intersection		

¹ Improvements include a NB right turn lane on Providence Rd. & a WB right turn lane on Old Mill

² Improvement includes a 2nd EB left turn lane on Rea Rd.

Table 4 shows the 2017 95th % queue lengths calculated by SimTraffic 7, a traffic simulation software application for unsignalized and signalized intersections (results are based on an average of four corridor simulations), or Synchro 7, – whichever produced the higher queue length.

Table 4: 95th % Queue Lengths

Intersection and Approach		Existing Storage		AM Peak 95 th % Queue Length (feet)			2-4 PM Peak 95 th % Queue Length (feet)			4-6 PM Peak 95 th % Queue Length (feet)		
		Left	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2017 No Build												
1. Providence Rd. & Old Mill Rd.	NB	275'	-	6'	0'	0'	0'	0'	0'	0'	0'	0'
	SB	275'	-	42'	0'	-	7'	0'	-	19'	110' x2'	-
	WB	-	-	35'			24'			21'		
2. Providence Rd. & Rea Rd.	NB	385' x2	-	257'x2	261'x2	-	121' x2	143' x2	-	133' x2	175' x2	-
	SB	250'	Term.	0'	421'	291'	8'	794'	117'	0'	1557'	1,367'
	EB	Term.	Term.	386'	-	98'	403'	-	277'	923'	-	872'
3. Providence Rd. & Weddington Rd./Church	NB	235'	430'	48'	506'x2	202'	19'	333' x2	253'	6'	m341 x2	m466'
	SB	550' x2	-	157'x2	140'x2		247' x2	258'x2		370' x2	357'x2	
	EB	-	-	66'			49'			58'		
	WB	680+ Term.	300'	#316'x2		#415'	204'x2		289'	247'x2		240'
2017 Build												
1. Providence Rd. & Old Mill Rd. ¹	NB	275'	100'	7'	0'	33'	0'	0'	11'	0'	0'	14'
	SB	275'	-	177'	0'	-	52'	0'	-	77'	161' x2	-
	WB	Term.	200'	160'	-	167'	231'	-	106'	200'	-	172'
2. Providence Rd. & Rea Rd.	NB	385' x2	-	#255' x2	311'x2	-	#121' x2	160' x2	-	156' x2	191' x2	-
	SB	250'	Term.	0'	m611'	188'	m3'	819'	123'	0'	1509'	1282'
	EB	Term.	Term.	#501'	-	87'	#475'	-	271'	909'	-	1031'
2a. Providence Rd. & Rea Rd. ²	NB	385' x2	-	245'x2	229'x2	-	113' x2	109' x2	-	120' x2	127' x2	-
	SB	250'	Term.	0'	m437'	m326'	4'	510'	113'	0'	1019'	240'
	EB	Term. +200'	Term.	237'x2	-	106'	226' x2	-	300'	#372' x2	-	#605'
3. Providence Rd. & Weddington Rd./Church	NB	235'	430'	38'	587'x2	161'	13'	350' x2	m290	7'	325' x2	321'
	SB	550' x2	-	160'x2	170'x2		247' x2	265'x2		374' x2	376'x2	
	EB	-	-	61'			50'			58'		
	WB	680+ Term.	300'	#377'x2		#506'	225'x2		305'	268'x2		249'
Old Mill Rd. & Access "A" (Exit)	NB	-	-	560' (Internal)			71' (Internal)			682' (Internal)		
	EB	-	-	-	0'	-	-	0'	-	-	0'	0'
	WB	-	-	-	67'	-	-	8'	-	-	18'	-
Old Mill Rd. & Access "B" (Enter)	SB	-	-	-	0'	-	-	0'	-	-	0'	-
	EB	-	-	-	0'	0'	-	0'	0'	-	0'	0'
	WB	-	-	0'	0'	-	0'	0'	-	0'	0'	-

= 95th percentile volume exceeds capacity, queue may be longer (Synchro)

m = Volume for 95th % queue metered by upstream signal

¹ Improvements include a NB right turn lane on Providence Rd. & a WB right turn lane on Old Mill

² Improvement includes a 2nd EB left turn lane on Rea Rd.

2017 Build Scenario Analysis Results:

1. Providence Road (NC 16) & Old Mill Road (SR 1392) (unsignalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions, the intersection drops from short delays to long delays for the minor leg (Old Mill Road) during all three peak hours (unsignalized and the majority of vehicles exiting the campus at the same time). Improvements we recommend to the intersection include:

- A northbound right turn lane on Providence Road with 100 feet of storage
- A westbound right turn lane on Old Mill Road with 200 feet of storage (to Access "B" [Exit driveway])

It is assumed that there are insufficient traffic volumes to warrant a traffic signal at this location (which is the only improvement that would generate an acceptable LOS in the peak hours). In addition, the existing traffic signal located approximately 2,300 feet north on Providence Road at Weddington Road will create gaps within the traffic flow, allowing vehicles to exit from the minor leg of the unsignalized intersection (which the analysis software does not take into consideration). Also, the existing traffic signal located approximately 1,400 feet south on Providence Road at Rea Road will further increase the gaps within the traffic flow, allowing vehicles to exit from the minor leg of the unsignalized intersection.

We also recommend the implementation of S1-1 school zone signing and "SCHOOL" pavement markings on Old Mill Road.



2. Providence Road (NC 16) & Rea Road (SR 1316) (signalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions, the southbound approach LOS drops from "B" to "C" during the 2-4 PM peak hour and the eastbound approach LOS drops from "E" to "F" during the 4-6 PM peak hour. An improvement identified for potential mitigation includes:

- A second eastbound left turn lane on Rea Road with 200 feet of storage (within the existing median - no pavement widening necessary)





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With this improvement the southbound approach returns to “B” during the 2–4 PM peak and the eastbound approach LOS returns to “E” during the 4–6 PM peak hour (with the intersection and the majority of the approaches better than the No Build conditions). However, we do not feel this is reasonable mitigation for the St. Mark’s Coptic Church, especially given that we are only projecting 42 additional eastbound left turn movements as a result of the institutional development.

3. Providence Road (NC 16) & Weddington Road (NC 84) (signalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions the intersection LOS remains a “D” during the AM peak hour and a LOS “C” during the 2–4 PM and 4–6 PM peak hours (considerably under capacity during all three peak hours). It should be noted that in a couple instances during the No Build and Build scenarios the 95th % queue for the westbound right turn lane exceeds the existing 300 feet of storage (which is a movement not associated with the St. Mark’s Coptic Church). Therefore, mitigation is not required at this intersection.

4. Old Mill Road (SR 1392) & Access “A” (Exit only during peak school times) (unsignalized)

Under the 2017 Build conditions the minor leg (Proposed Access 3) is expected to operate with short delays during all three peak hours. The intersection layout we recommend includes:

- Construct Access “A” two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for exit-only movements (separate left and right turn exit lanes). Other non-peak and church times this driveway should be used for two-way traffic.

5. Old Mill Road (SR 1392) & Access “B” (Enter only during peak school times) (unsignalized)

Under the 2017 Build conditions the minor leg (Proposed Access 3) is expected to operate with short delays during all three peak hours. The intersection layout we recommend includes:

- Construct Access “B” two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for entering-only movements (one entering

lane should be sufficient based on the 1,100 feet of on-site stacking space). Other non-peak and church times this driveway should be used for two-way traffic.

The existing and recommended laneage is shown in Figures 8 and 9. Figure 10 illustrates the conceptual design of the recommended improvements at the Providence Road/Old Mill Road intersection.



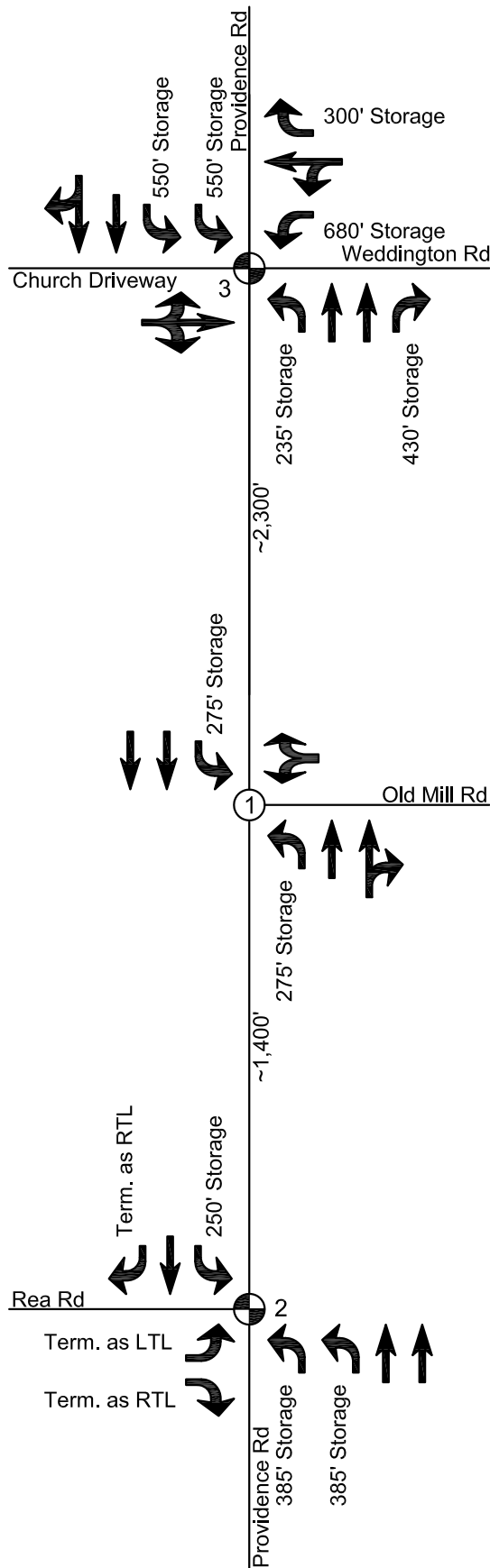
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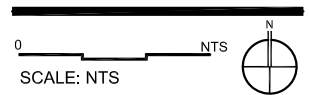
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- LEGEND**
- Traffic Signal
 - Stop Sign Control
 - Existing Laneage

ST. MARK'S COPTIC CHURCH TIA WEDDINGTON, NC



PROJECT #: 400-001
 DRAWN BY: JCZ
 CHECKED BY: REG

EXISTING LANEAGE

OCTOBER 2012

REVISIONS:
 1. XX

Figure 8

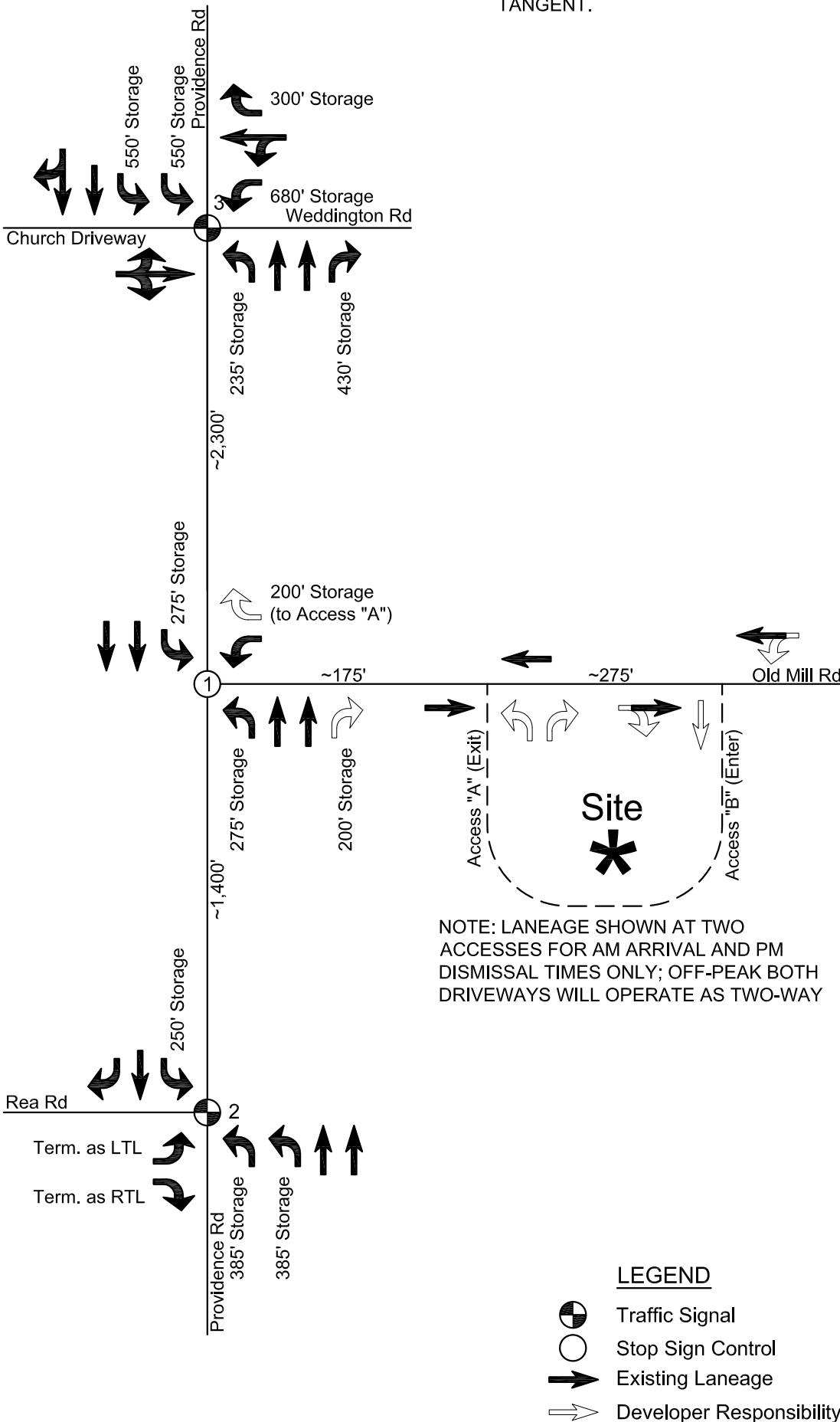
APPROX. INTERSECTION DISTANCES SHOWN ARE FROM TANGENT TO TANGENT.



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NOTE: LANEAGE SHOWN AT TWO ACCESSES FOR AM ARRIVAL AND PM DISMISSAL TIMES ONLY; OFF-PEAK BOTH DRIVEWAYS WILL OPERATE AS TWO-WAY

ST. MARK'S COPTIC CHURCH TIA

WEDDINGTON, NC



PROJECT #: 400-001
DRAWN BY: JCZ
CHECKED BY: REG

RECOMMENDED LANEAGE

OCTOBER 2012

REVISIONS:
1. 12/12 Extend NBR to 200' per NCDOT
DRAFT TIA Review

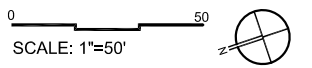


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**ST. MARK'S COPTIC
 CHURCH TIA**
 WEDDINGTON, NC



PROJECT #: 400-001
 DRAWN BY: JCZ
 CHECKED BY: REG

**CONCEPTUAL
 IMPROVEMENTS**

OCTOBER 2012

- REVISIONS:
1. 12/12 Extend NBR to 200' per NCDOT DRAFT TIA Review

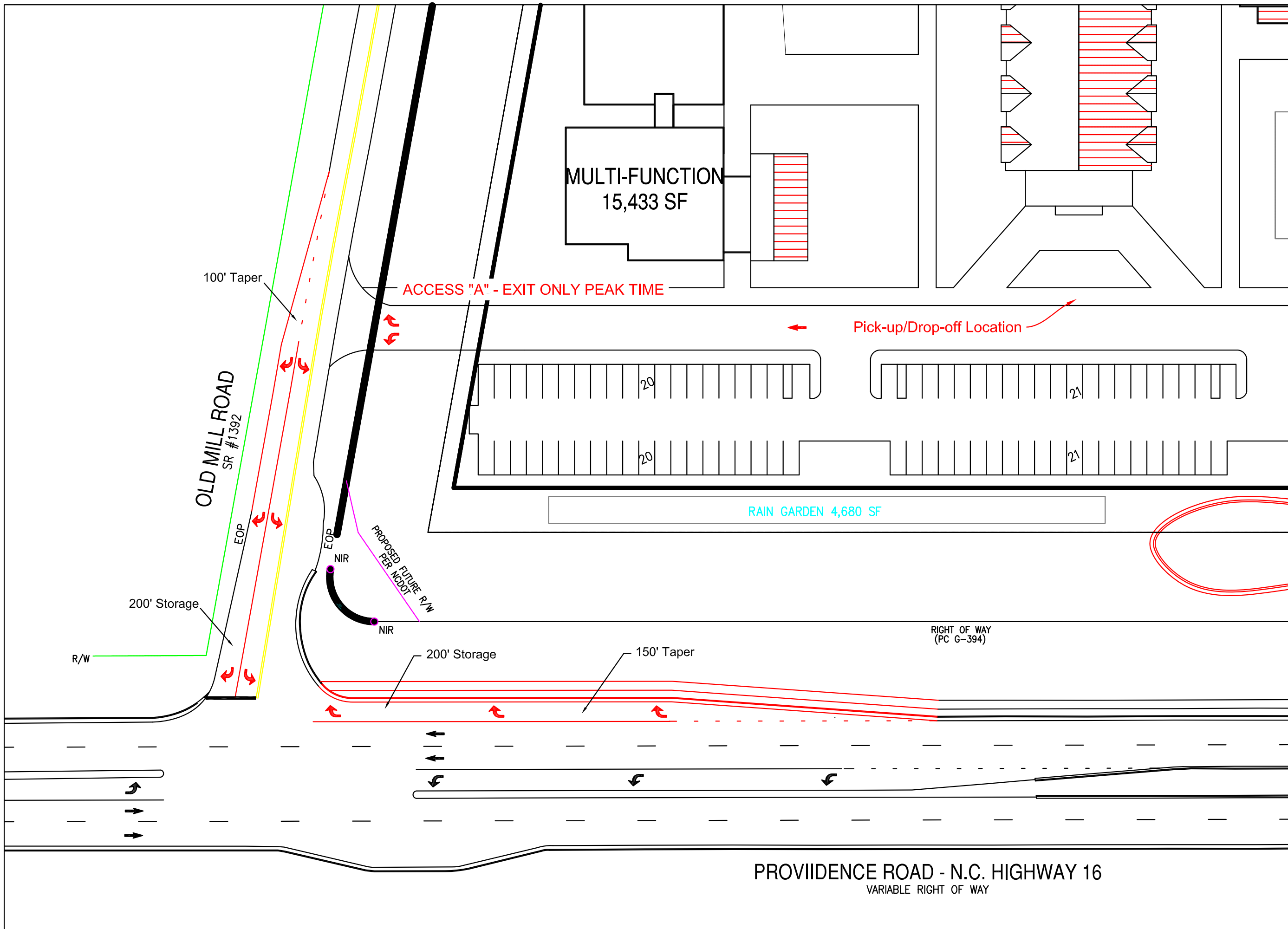


Figure 10

CONCLUSIONS

Improvements in order to satisfy NCDOT's TIA requirements:

These identified intersection improvements will improve capacity and satisfy NCDOT's requirements for potential mitigation when comparing the 2017 No Build to the 2017 Build results:

1. Providence Road (NC 16) & Old Mill Road (SR 1392) (unsignalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions, the intersection drops from short delays to long delays for the minor leg (Old Mill Road) during all three peak hours (unsignalized and the majority of vehicles exiting the campus at the same time). Improvements we recommend to the intersection include:

- Construct a northbound right turn lane on Providence Road with 200 feet of storage and a 150-foot bay taper.
- Construct a westbound right turn lane on Old Mill Road with 200 feet of storage (to Access "B" [Exit driveway]) and a 100-foot bay taper.

It is assumed that there are insufficient traffic volumes to warrant a traffic signal at this location (which is the only improvement that would generate an acceptable LOS in the peak hours). In addition, the existing traffic signal located approximately 2,300 feet north on Providence Road at Weddington Road will create gaps within the traffic flow, allowing vehicles to exit from the minor leg of the unsignalized intersection (which the analysis software does not take into consideration). Also, the existing traffic signal located approximately 1,400 feet south on Providence Road at Rea Road will further increase the gaps within the traffic flow, allowing vehicles to exit from the minor leg of the unsignalized intersection.

We also recommend the implementation of S1-1 school zone signing and "SCHOOL" pavement markings on Old Mill Road.



S1-1
30 x 30



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2. Providence Road (NC 16) & Rea Road (SR 1316) (signalized)

An improvement identified for potential mitigation includes:

- Construct a second eastbound left turn lane on Rea Road with 200 feet of storage and a 200-foot bay taper (within the existing median - no pavement widening necessary).

With this improvement the southbound approach returns to "B" during the 2-4 PM peak hour and the eastbound approach LOS returns to "E" during the 4-6 PM peak hour (with the intersection and the majority of the approaches better than the No Build conditions). However, we do not feel this is reasonable mitigation for the St. Mark's Coptic Church, especially given that we are only projecting 42 additional eastbound left turn movements as a result of the institutional development.

3. Providence Road (NC 16) & Weddington Road (NC 84) (signalized)

When comparing the impact of the 2017 Buildout conditions to the 2017 No Build conditions the intersection LOS remains a "D" during the 7-9 AM peak hour and a LOS "C" during the 2-4 PM and 4-6 PM peak hours (considerably under capacity during all peak hours). It should be noted that in a couple instances during the No Build and Build scenarios the 95th % queue for the westbound right turn lane exceeds the existing 300 feet of storage (which is a movement not associated with the St. Mark's Coptic Church). Therefore, mitigation is not required at this intersection.

4. Old Mill Road (SR 1392) & Access "A" (Exit only during peak school times) (unsignalized)

Under the 2017 Build conditions the minor leg (Proposed Access "A") is expected to operate with short delays during all three peak hours. The intersection layout we recommend includes:

- Construct Access "A" two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for exit-only movements (separate left and right turn exit lanes). Other non-peak and church times this driveway should be used for two-way traffic.



5. Old Mill Road (SR 1392) & Access "B" (Enter only during peak school times) (unsignalized)

Under the 2017 Build conditions the minor leg (Proposed Access "B") is expected to operate with short delays during both all three hours. The intersection layout we recommend includes:

- Construct Access "B" two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for entering-only movements (one entering lane should be sufficient based on the 1,100 feet of on-site stacking space). Other non-peak and church times this driveway should be used for two-way traffic.

These identified improvements will improve capacity and provide an acceptable level of service at these intersections and roadway corridor during the critical peak hours of the year 2017.



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APPENDIX

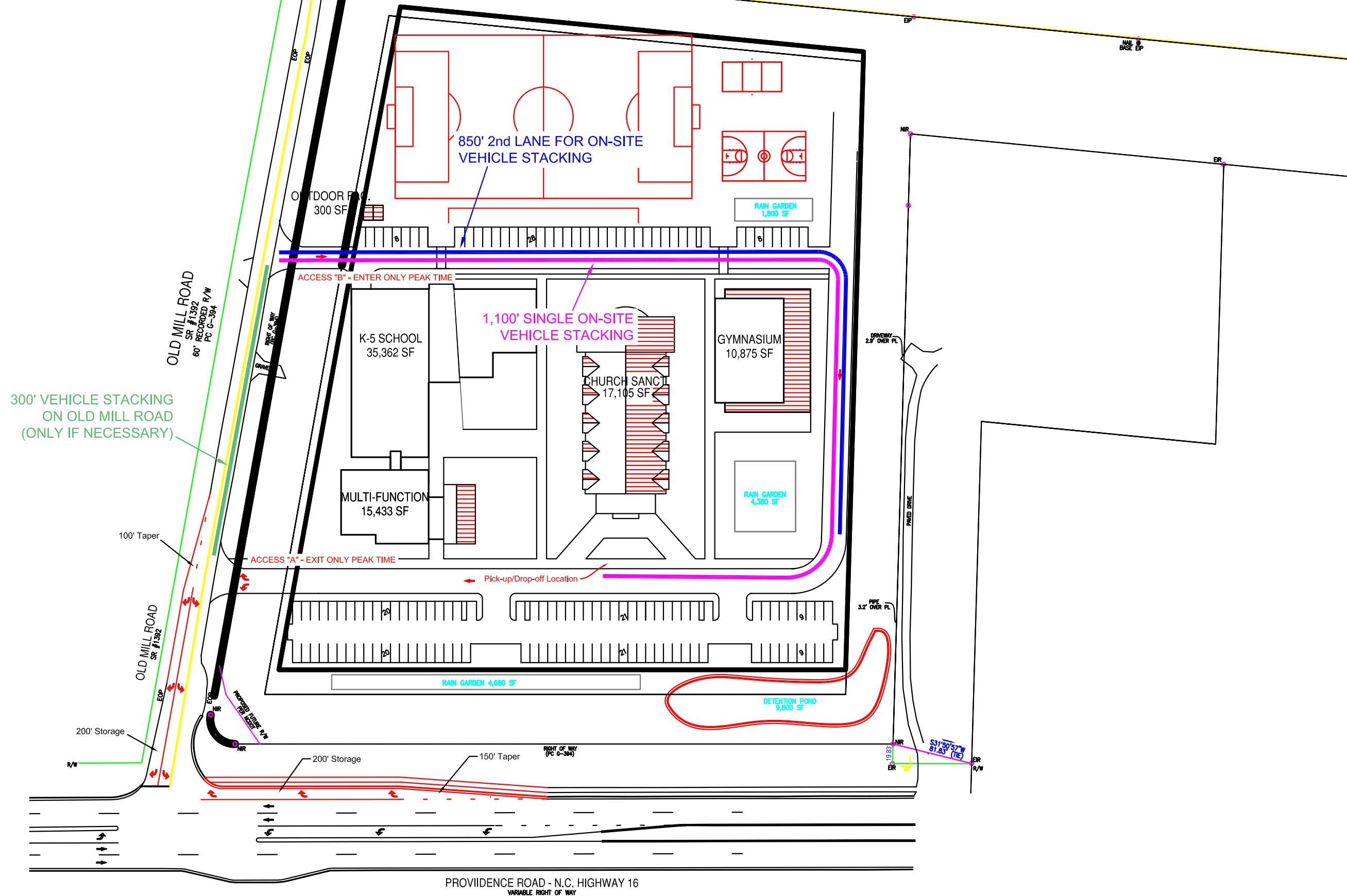


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1,950' ON-SITE STACKING
 300' OFF-SITE STACKING
 2,250' TOTAL STACKING



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 CHECKED BY: REG

SITE PLAN
 w/RECOMMENDED
 IMPROVEMENTS

OCTOBER 2012

- REVISIONS:
1. 03/20/13 REV. PER AGENCY COMMENTS
 2. 05/07/13 REV. PER TOWN COMMENTS FOR ON-SITE STACKING INCREASE

SITE PLAN FROM GANTT HUBERMAN ARCHITECTS (05/17/12)

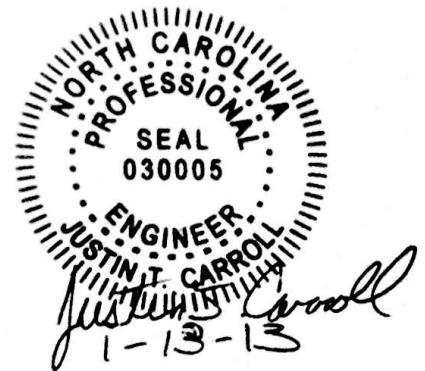
Figure 2

Independent Review of the Traffic Impact Analysis
Conducted by Design Resource Group
For
St. Mark's Coptic Church
Weddington, NC

January 2013

By:

Justin T. Carroll, P.E.
Transportation Engineer
7997 Cotton St
Harrisburg, NC 28075



Signed: _____

Justin T. Carroll
Justin T. Carroll, P.E.

Date: _____

1-13-13

Development Facts:

This report is an independent review of the Traffic Impact Analysis (TIA) for St. Mark's Coptic Church/School conducted by Design Resource Group (DRG). Since this development is being proposed along and near NCDOT facilities (NC16), my comments are intended to supplement NCDOT's comments; not replace them.

The report evaluates the existing and future traffic operations for the proposed St. Mark's Coptic Church/School located on the SE corner of Providence Rd (NC16) and Old Mill Rd intersection in Weddington, North Carolina. The report also recommends improvements to mitigate those impacts. The proposed development will consist of a 43,413 sqft church with a 500 student private school that is expected to be built out by 2017. The proposed development has 2 driveways connecting to Old Mill Rd with a third connecting to Rea Road extension at some point in the future.

TIA Recommendations:

DRG's recommendations for transportation improvements needed to mitigate the proposed church/school's traffic to satisfy NCDOT requirements are:

1. Providence Road (NC16) & Old Mill Road (unsignalized)
 - Construct a northbound right turn lane on Providence Road with 200 feet of storage and a 150 ft bay taper.
 - Construct a westbound right turn lane on Old Mill Road with 200 ft of storage (to Access "B" [Exit driveway]) and a 100 ft bay taper.
 - Install S1-1 school zone signing and "SCHOOL" pavement markings on Old Mill Road.
2. Providence Road (NC16) & Rea Road (signalized)
 - Construct a second eastbound left turn lane on Rea Road with 200 ft of storage and a 200 ft bay taper (within the existing median - no pavement widening necessary). **Applicant does not feel they are responsible for this improvement.**
3. Old Mill Road & Access "A" (Exit only during peak school times) (unsignalized)
 - Construct Access "A" two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for exit-only movements (separate left and right turn exit lanes). Other non-peak and church times this driveway should be used for tow-way traffic.
4. Old Mill Road & Access "B" (Enter only during peak school times) (unsignalized)
 - Construct Access "B" two lanes wide. During the school morning arrival and afternoon dismissal times this driveway should be used for entering-only movements. Other non-peak and church times this driveway should be used for tow-way traffic.

Recommended Corrections or Additions:

Page 6 - "Proposed Development": It would be helpful to know if bus service or required car pooling would be available.

Page 8 - "Site Map": The site would flow much better and less driveway conflict would result if the two driveways "flip-flopped". (Make the driveway closest to Providence Rd (NC16) the entrance, and the eastern most driveway the exit). This would require the drop-off point within the site to be moved to the rear of the building. Having the exit driveway prior to the entrance will result in reduced efficiency of exiting traffic due to the queued incoming traffic.

Page 13 - "Projected Traffic": NCDOT's MSTA school trip calculator was used to determine incoming and outgoing vehicle trips. The report bases adequate internal stacking off of the MSTA "minimum stacking" calculated value. This assumption has a critical flaw in that MSTA "minimum stacking" is based off of PM Peak traffic. The AM peak is the true peak time for schools. Projected AM peak traffic produces 434 trips while PM peak produces 264 trips. The minimum stacking requirements will be more close to 1800-2000 ft. I will reiterate this is **MINIMUM** stacking. More than likely, 2500 ft should be provided so that spill back does not occur on the public streets.

Page 21 - "Table 3: 2017 Build Levels of Service": The table reports the Providence Rd & Old Mill Rd intersection will experience "Long Vehicle Delays for the Minor Leg of the Intersection". It would be useful to state what the side street delay is in seconds per vehicle, to better understand the severity of the congestion. Long vehicle delays at unsignalized intersections make drivers accept lesser gaps in traffic. Considering the ADT, directional split, geometry (4-lane median divided) of Providence Rd (NC16), it is likely some form of traffic control at this intersection will be necessary. (uniformed officer, turn restrictions during peak times, etc.)

Page 23 - "1. Providence Road (NC16) & Old Mill Road (unsignalized)": The conclusion that was reached for this intersection was that an acceptable LOS could not be reached without a traffic signal; which would probably not be warranted. The report suggests that downstream and upstream traffic signals will create gaps for side street traffic to enter the traffic stream and that this phenomenon could not be studied with the analysis software; however no viable alternative was suggested (officer controlled intersection, side street turn restrictions [right out only], etc) It is highly recommended to study the signal queue chopping theory with Sim Traffic software or other simulation software.

Page 28 - "Site Plan/Turn Lane Dimensions": If vehicles can not exit efficiently onto Providence Rd (NC16) and only 200' of storage (~10 car lengths) exists, it's likely cars will stack up on the internal driveway; effectively locking up the system where no one move. This is another reason to "flip-flop" the two driveways.

Page 29 - "Conclusions/1. Providence Road (NC16) & Old Mill Road (unsignalized)": The paragraph states, "the intersection drops from short delays to long delays for the minor leg (Old Mill Road) during all three peak hours..."; however this delay is not quantified nor addressed with a solution.

Page 31 - "Conclusions/5. Old Mill Road & Access "B"": The report suggests that 1,100 ft of provided onsite stacking will be sufficient; however this is based off of a flawed "minimum stacking" calculation.

Appendix - All analyses were conducting using an incorrect Peak Hour Factor (PHF).

This incorrect factor will have a profound affect on the outcome of all LOS and queueing data. The below statement is found in the MSTA guidelines and is standard practice for analyzing school trips:

The school analysis procedure requires a shorter time period to be accounted for by applying the appropriate Peak Hour Factor (normally 0.5 PHF). This PHF adjustment must be applied to all school traffic affected intersections. Ensure the analysis area (all school driveways and affected nearby intersections) operates at an acceptable level of service (LOS) with minimal traffic delays. Traffic features, specific to schools, include: statewide school data indicates that, on average, the highest traffic volumes generated by a school is during the AM admissions. In most cases, this high traffic volume will coincide with peak traffic demands on surrounding streets and roads. Traffic will often arrive across a random thirty-minute or less time period.

Recommendations:

A thorough review of the TIA has led to several recommendations.

1. The analysis shall be rerun with the correct PHF so accurate intersection LOS and vehicle queuing can be calculated.
2. The vehicle drop-off flow should be reversed so that entering vehicles use the first driveway and exit the eastern most driveway. This will require the internal drop-off location be relocated near the new exit point.
3. On-site stacking should be increased to accommodate the AM Peak demand. Using the PM Peak "minimum stacking" distance will grossly underestimate on-site vehicle stacking needs. Stacking vehicles onto a public street is dangerous and reduces the capacity of that street.
4. The engineer should propose a viable solution to process traffic from Old Mill Road onto Providence Rd (NC16) during peak times that results in an acceptable LOS. Any alternatives should be NCDOT approved.
5. An analysis of church service traffic was not completed. It's recommended to analyze weekend services to see if any improvements are necessary.



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DEPARTMENT OF TRANSPORTATION

PATRICK L. MCCRORY
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201

ANTHONY J. TATA
SECRETARY

April 29, 2013

Randy Goddard
Design Resource Group, PA
2459 Wilkinson Boulevard, Suite 200
Charlotte, North Carolina 28208

St. Marks Coptic Church Development

Subject: Traffic Impact Study Review for St. Marks Coptic Church on NC 16 in Weddington.

Dear Mr. Goddard

We have completed our review of the TIA for the proposed development of 13.7 acres for a Church and K-5 school site located in Union County. The Department previously forwarded review comments by email on March 20, 2013. The TIA was revised as requested and resubmitted the same day. I have attached the revised site plan that was submitted on March 20th for reference.

This memo shall serve as NCDOT approval and acceptance of the subject TIA as revised. If you have any questions or need additional information, please contact me at the telephone number below.

Sincerely,

A handwritten signature in black ink that reads "John W. Underwood".

John W. Underwood
District Engineer

Cc: Sean M. Epperson, P.E.
Jordan Cook, Town of Weddington
file



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

MEMORANDUM

TO: Mayor and Town Council

FROM: Amy S. McCollum, Town Administrator

DATE: August 1, 2013

SUBJECT: Public Safety Committee Appointment

There is one vacancy on the Public Safety Advisory Committee due to the resignation of Cathy K. Brown. You have in your packet three applications from residents interested in this vacancy. The vacancy was advertised in the newsletter, website, Facebook and through our Constant Contact email list. The term will expire in 2014.

Thank you.

**APPLICATION TO SERVE ON APPOINTED BOARDS,
COMMITTEES OR COMMISSIONS**

BOARD APPLYING FOR: Public Safety Committee

NAME: Richard Sahlie

ADDRESS: 8126 Lake Providence Drive, Weddington, NC 28104

ADDRESS: _____ YEARS IN WEDDINGTON 11 Yrs

TELEPHONE: (HOME) 704-847-6164 OFFICE/MOBILE 704-607-2888

(FAX) _____

E-MAIL address: crossing@carolina.rr.com

EDUCATION: BS Engineering, MS Engineering and Management at UF

OCCUPATION: Retired

Please list civic and fraternal organizations in which you participate in Union County:

Please explain your interest in serving on the above named board:

I am concerned about rising crime rate in Weddington.

Any other comments:

Date: 10/7/2012

Signature: RS Sahlie

Note: Information provided in this application is considered a matter of public record. It may, therefore, be subject to disclosure upon request pursuant to North Carolina's Public Records Law. N.C.G.S., Section 132-1, et seq.

Return to: Amy McCollum, Town Administrator, Town of Weddington, 1924 Weddington Road, Weddington, NC 28104

FOR OFFICE USE ONLY: Date Received: 10/8/12

**APPLICATION TO SERVE ON APPOINTED BOARDS,
COMMITTEES OR COMMISSIONS**

BOARD APPLYING FOR: Public Safety Committee

NAME: Kimberly Crooks

ADDRESS: 4500 Glen Oaks Drive

ADDRESS: Matthews, NC 28104 YEARS IN WEDDINGTON 3.5

TELEPHONE: (HOME) 704-246-8483 OFFICE/MOBILE 703-568-7498

(FAX) N/A

E-MAIL address: kimberlycrooks@hotmail.com

EDUCATION: BS Chemistry, US Naval Academy

OCCUPATION: Mother (Previous Senior Nuclear Operator/Supervisor- civilian and military)

Please list civic and fraternal organizations in which you participate in Union County:

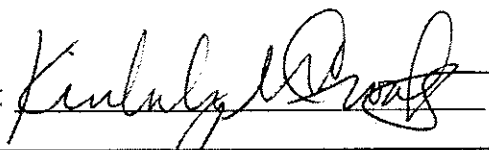
- Providence Woods Home Owners Association, Secretary (2012- Present)
- US Naval Academy Alumni Association- Charlotte Chapter President (2012- Present)

Please explain your interest in serving on the above named board:

My husband and I moved to Weddington when our first child was 6 weeks old. Growing up in a military family and as a veteran myself, I have lived in many different communities and was immediately drawn to the "hometown" feel of Weddington. I feel, as a resident and parent, it is my responsibility to do my best to ensure the town continues to thrive while maintaining the charm I fell in love with.

Any other comments:

Date: 6/23/13

Signature: 

Note: Information provided in this application is considered a matter of public record. It may, therefore, be subject to disclosure upon request pursuant to North Carolina's Public Records Law. N.C.G.S., Section 132-1, et seq.

Return to: Amy McCollum, Town Administrator, Town of Weddington, 1924 Weddington Road, Weddington, NC 28104

FOR OFFICE USE ONLY: Date Received: 6/24/13

APPLICATION TO SERVE ON APPOINTED BOARDS,
COMMITTEES OR COMMISSIONS

BOARD APPLYING FOR: Public Safety Committee
NAME: Sandra Dear Lynch
ADDRESS: 4845 Antioch Church Road
ADDRESS: Matthews, NC 28104 YEARS IN WEDDINGTON 12
TELEPHONE: (HOME) (704) 844-9190 OFFICE/MOBILE (704) 860-9361
(FAX) N/A
E-MAIL address: Sandradlynch2@aol.com
EDUCATION: BS - Gardner-Webb University
OCCUPATION: Sales

Please list civic and fraternal organizations in which you participate in Union County:

N/A

Please explain your interest in serving on the above named board:

My son is entering his senior year of school. I have free time on my hands and I want to get involved in the community.

I am applying for the Public Safety Committee or anything that is available.

Date: 6/24/2013

Signature: Sandra Dear Lynch

Note: Information provided in this application is considered a matter of public record. It may, therefore, be subject to disclosure upon request pursuant to North Carolina's Public Records Law. N.C.G.S., Section 132-1, et seq.

Return to: Amy McCollum, Town Administrator, Town of Weddington, 1924 Weddington Road, Weddington, NC 28104

FOR OFFICE USE ONLY: Date Received: 6/24/13

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Amy S. McCollum, Town Administrator

DATE: August 7, 2013

SUBJECT: Discussion and Consideration to Authorize Staff to Engage Company to Perform Phase 1 and Phase 2 Environmental Study for Providence VFD Located on Hemby Road

I have received quotes from three companies on what it would cost to do a Phase 1 Environmental Study for the Providence VFD. Following are the preliminary estimates that I have received:

Ground Tech (GTSI)	\$1,300.00
S&ME	\$2,700.00
Resolve Environmental	Transaction Screen Assessment (TSA) - \$1,100 Phase I ESA - \$2,000 Phase II ESA - \$3,500 A TSA is a simplified version of a Phase I ESA but still gives vital information. If recognized environmental concerns are out there, they will be identified in a TSA just as they would be in a full-blown Phase I ESA.

It will take anywhere from 2 to 4 weeks to complete the Phase 1 study. They will not know whether Phase 2 will be needed until after they receive the findings from the Phase 1 environmental study. Phase 2 would cost between \$3,000 to \$10,000 depending on the results of Phase 1.

Attorney Fox will review with the Council his recommendation that a Phase 1 Environmental Study be conducted.

Please authorize staff to enter into a contract with one of these organizations to provide the environmental study. Council will need to set the not to exceed amount and authorize the Mayor or his designee to sign the appropriate contract. The contract will also need to be reviewed by the Town Attorney.

Please let me know if you have any questions. Thank you.

**APPLICATION FOR MODIFICATION FROM THE SUBDIVISION ORDINANCE
OF THE TOWN OF WEDDINGTON, NORTH CAROLINA**

The Town Council may authorize a modification from the Subdivision Ordinance when, in its opinion, undue hardship may result from strict compliance with these regulations. Such a modification shall be granted only to the extent that is absolutely necessary and not to an extent, which would violate the intent of this ordinance.

To: Weddington Town Council
Town of Weddington

Application No. 01/13
Date Filed 6/21/13

The Undersigned does (do) hereby respectfully request that a modification from the Subdivision Ordinance of Weddington, North Carolina, be granted, and in support of this application, the following facts are shown:

Mrs. J.T. Matthews Heirs, Lutheran Church Extension, Southeastern District of the Lutheran Church Missouri Synod.

1. The property affected by this application is owned by _____ as evidence by deed from recorded in Deed Book 75 at page 267, in Union County Registry and in Tax Map # 06, Map # 150 and Parcel #s 066, 067, 068 in the Tax Supervisor's Office of Union County.

DB 821, PG 508
DB 1305, PG 358

2. Said property is located on the side of NE side of Weddington Rd. (Street)
Between Evans Manor Dr. and Weddington - Matthews Rd. (Street) (Street)
in a R-10/R-40 zone.

3. A complete legal description of said property is attached hereto.

4. This property is locally known as (street address or other identifier) Weddington Rd

5. A sketch plot plan, drawn to scale, is attached showing property dimensions, boundaries, and existing and proposed building/additions and development; and illustrating the modification requested.

6. A map is attached clearly showing the subject property and all contiguous property on either side and all property on either side and all property across the street or public right-of-way from the subject property.

7. That the addresses and phone numbers of the owner and applicant (if different from the owner) are as follows:

OWNER (Address) N/A
(Phone) Ella Virginia Matthews (704) - 846-2010
Matt Messier (Lutheran Church) - (321) 662-7403

APPLICANT (Address) 8008 Corporate Center Dr. Charlotte, NC 28226
(Phone) 704-319-5000

8. That the applicant's interest (ownership, buyer, etc.) is as follows: Owner Developer
9. The following are all of the individuals, firms or corporations owning land adjacent to both sides, the rear, and the rear property in front of (across the street from) the property affected by this application:

NAME	TAX COUNTY BOOK/MAP/PARCEL #	ADDRESS (As shown on the latest tax listing)
<u>See attached</u>		

(Use additional sheets of paper if necessary and look up the names in the office of the appropriate County Tax Office, if unknown.)

10. Please provide the Town with address labels of the contiguous property owners as described in 9.

11. If the special exception and modification is granted, it is proposed that the property will be put to the following use:

Residential Subdivision

12. The following type of improvements have been (will be) constructed thereon:

1 Street & 23 Residential Dwellings

13. The installation of said improvements has resulted (will result) in a violation of the Subdivision Ordinance of the Town of Weddington, North Carolina, in this respect (especially describe the exact nature of the modification requested making references to the applicable sections of Chapter 46, Subdivisions, of the Weddington Code of Ordinances:

Section 46-76 (g) states that dead end streets

shall not exceed 600 feet in length. The proposed
subdivision street is approximately 1,300 feet long.

See attached

14) The necessity for the modification is supported by the following findings of fact and no modification shall be granted unless the Town Council finds:

a) That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land. **Please describe how this modification request meets this standard:**

See attached

b) That the modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner. **Please describe how this modification request meets this standard:**

See attached

c) That the circumstances giving rise to the need for the modification are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance. **Please describe how this modification request meets this standard:**

See attached

d) That the granting of the modification will not be detrimental to the public health, safety and welfare or injurious to other property in the territory in which said property is situated. **Please describe how this modification request meets this standard:**

See attached

- e) That the modification will not vary the provisions of the Town of Weddington Subdivision Ordinance applicable to the property. **Please describe how this modification request meets this standard:**

See attached

In granting any modification, the Town Council shall make findings required above, taking into account the nature of the proposed subdivision, the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity.

In approving modifications, the Town Council may require such conditions as will in its judgment secure substantially the objectives and standards or requirements of this Ordinance.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information and belief.


SIGNATURE OF APPLICANT

8/20/13
DATE

NOTE: All applications for modifications must be submitted to the Subdivision Administrator not later than twenty-five (25) days prior to the date of the meeting at which the application is to be heard.

Application Processing Fee: Attach check made payable to the Town of Weddington in the amount of 100.650⁰⁰ ~~00~~

The modification request and any recommendation from the Planning Board may be handled simultaneously by the Planning Board with the plat approval process for such subdivision and shall be subject to all submittal and recommendation deadlines and guidelines associated with such plat approval process.

Name	Book	Map	Parcel #	Owners mailing address
Darlene R. Taylor, Thomas A Taylor, and Betty R. Durrant	146	339	06-150-065A	608 maple Grove Church Road, Matthews, NC 28104
Weddinggoin United Methodist Church	4805	368	06-150-065B	13901 Providence Road Matthews, NC 28104
Gerald C and Joyce D Helms	193	598	06-150-063	6901 Mathew-Wedd Road, Matthews, NC 28105
John R. Delaney Jr. et al			06-123-126	PO Box 218, Hickory, NC 28603
Michael Walter Staton	518	388	06-150-069	221 Weddington Road Hwy 84, Matthews, NC 28104

14(A) The site plan is an assemblage of two separate parcels, 06-150-066 and 06-150-087 where parcel 06-150-087 has an average of 450' of distance b/w parcel 06-150-066 and Weddington Road thereby only allowing ~150' of roadway allowed per the ordinance on parcel 06-150-087 since 450' of the 600' allowable would be located on parcel 06-150-066. This would limit it's property owners rightful and reasonable enjoyment of over half of its property.

14(b) This request is necessary to allow for both parcel to reasonably provide road access from the rear of both parcel onto Weddington Road by allowing the attached site plan's proposed roadway.

14(c) The circumstances are peculiar given the distance from Weddington Road by parcel 06-150-087 occupied by the distance of parcel 06-150-066.

14(d) the granting of this modification will not be detrimental to public health. It will improve both parcels by allowing public water to be installed to access most of the acreage and further assist in the prevention and or distinguish of fire more efficiently, allow for more direct public safety and police access to a majority of the property.

14 (e) This modification will not vary the subdivision ordinance further than the proposed specifics within the modification.

TOWN OF WEDDINGTON

MEMORANDUM

TO: Dorine Sharp, Chairman
Weddington Planning Board

CC: Amy McCollum, Town Clerk

FROM: Jordan Cook, Zoning Administrator/Planner

DATE: August 12, 2013

SUBJECT: Atherton Estates Subdivision Modification Request

Atherton Estates Subdivision is a 29.30 acres assemblage of tracts located on Weddington Road. Shea Homes is requesting preliminary plat approval for 23 single family lots. The property is zoned R-CD and is being developed as a conventional subdivision.

Shea Homes is requesting modification from *Section 46-76 (g)* of the *Weddington Subdivision Ordinance* as it relates to length of cul-de-sacs for Atherton Estates Drive. Atherton Estate Drive is currently proposed to be 1,299 feet in length. *Section 46-76 (g)* of the *Weddington Subdivision Ordinance* as it relates to length of cul-de-sacs states the following:

“Permanent dead-end streets shall not exceed 600 feet in length in conventional subdivisions unless necessitated by topography or property accessibility and if the town council grants a modification per section 46-15.”

No modification shall be granted unless the Town Council finds:

- a) That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.
- b) That the modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
- c) That the circumstances giving rise to the need for the modification are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance.
- d) That the granting of the modification will not be detrimental to the public health, safety and welfare or injurious to other property in the territory in which said property is situated.
- e) That the modification will not vary the provisions of the Town of Weddington Zoning Ordinance (Chapter 58) applicable to the property.

A copy of the Subdivision Ordinance Modification Application and *Section 46-15* of the *Weddington Subdivision Ordinance* is attached. The Planning Board recommended approval with a 5-0 vote of the Subdivision Modification Ordinance at their July 22nd meeting.

Sec. 46-15. - Modifications.

- (a) *Authorization.* The town council may authorize a modification of these regulations when, in its opinion, undue hardship may result from strict compliance with these regulations. Such a modification shall be granted only to the extent that is absolutely necessary and not to an extent which would violate the intent of this chapter.
- (b) *Procedure.* A petition for any such modification shall be submitted in writing by the subdivider to the subdivision administrator. The petition shall include:
- (1) The precise nature of the proposed modification of this chapter.
 - (2) The reasons that the need for the modification has occurred.
 - (3) A plat of the subject property drawn to a scale, suitable for recordation in the office of the appropriate county register of deeds, in which the property is located, indicating:
 - a. North arrow.
 - b. Dimensions of the subject property.
 - c. The precise dimensions of the modification requested.
 - (4) The grounds for the modification and all facts relied upon by the subdivider.
- (c) *Review and recommendation.* The subdivision administrator shall review the petition and submit his written comments and recommendations with the petition to the planning board. The planning board shall consider the modification request and make a recommendation regarding the modification to the town council. The modification request and any recommendation from the planning board may be handled simultaneously by the planning board with the plat approval process for such subdivision and shall be subject to all submittal and recommendation deadlines and guidelines associated with such plat approval process.
- (d) *Consideration by town council.* The town council shall consider the modification request once a recommendation has been received from the planning board, or the time for planning board review has elapsed with no recommendation having been forwarded, whichever comes first. In granting any modification, the town council shall make the findings required in this subsection, taking into account the nature of the proposed subdivision, the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No modification shall be granted unless the town council finds that:
- (1) There are special circumstances or conditions affecting said property such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land.
 - (2) The modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
 - (3) The circumstances giving rise to the need for the modification are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this chapter.
 - (4) The granting of the modification will not be detrimental to the public health, safety and welfare or be injurious to other property in the territory in which said property is situated.
 - (5) The modification will not vary the provisions of chapter 58 applicable to the property.

In approving modifications, the town council may require such conditions as will, in its judgment, secure substantially the objectives and standards or requirements of this chapter.

(Ord. No. 04-09-13, § 206, 9-13-2004; Ord. No. O-2006-02, § 206, 2-13-2006)

**APPLICATION FOR SUBMITTAL
OF
SUBDIVISION PRELIMINARY PLAT**

NAME OF PROPOSED SUBDIVISION: ATHERTON ESTATES SUBDIVISION

LOCATION OF SUBDIVISION: WEDDINGTON ROAD - APPROX. 875 FEET EAST OF
THE INTERSECTION OF WEDDINGTON -MATTHEWS ROAD & WEDDINGTON ROAD
(HWY. 84)

PARCEL ID 06150066, 06150067, 06150068 **ZONING DISTRICT** R-CD / R-40

TOTAL ACREAGE 29.30

NUMBER OF LOTS 23

DEVELOPER:

NAME: SHEA HOMES

ADDRESS: 8008 CORPORATE CENTER DRIVE, SUITE 300
CHARLOTTE, NC 28226

OWNER (if different from above) Mrs. J.T. Matthews Heirs, Lutheran Church Extension,
Southeastern District of the Lutheran Church Missouri Synod

PHONE: 704-319-5000

FEE PAID: \$5,750 **DATE:** 06/21/13

I (We) SHEA HOMES as developer(s) of the property to be subdivided have knowledge of the Town's Zoning and Subdivision Ordinances as they pertain to development in the Town of Weddington. I (we) have received a copy of the Subdivision Checklist.

Zoning Administrator

Developer 

The Town shall be reimbursed by the subdivider for all costs associated with the Town's engineering and/or consulting services with respect to the review of the preliminary plat prior to preliminary plat approval.

The subdivider shall submit 14 copies of the preliminary plat to the Subdivision Administrator. The Subdivision Administrator shall review the plat within 30 days of submittal.

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

MEMORANDUM

TO: Dorine Sharp, Chairman
Planning Board

CC: Amy McCollum, Town Clerk

FROM: Jordan Cook, Zoning Administrator/Planner

DATE: August 12, 2013

SUBJECT: **Atherton Estates Conventional Subdivision Preliminary Plat**

Shea Homes submits a subdivision preliminary plat application for a 23 lot Conventional Subdivision on 29.30 acres located on Weddington Road.

Application Information:

Subdivision Name: Atherton Estates
Date of Application: June 21, 2013
Applicant/Developer Name: Shea Homes
Owner Name: Parcels 06-150-068 and 06-150-066 owned by the Southeastern District of the Lutheran Church and parcel 06-150-067 owned by J.T. Matthews Heirs
Parcel ID#: 06-150-068 (4.34 acres), 06-150-066 (7.56 acres) and 06-150-067 (17 acres)
Property Location: Weddington Road (north side of Weddington Road between Weddington-Matthews Road and Shaver Farms Subdivision)
Existing Zoning: RCD and R-40
Proposed Zoning: R-40
Existing Land Use: Residential Conservation and Traditional Residential (no change required)
Existing Use: Vacant Land
Proposed Use: Single Family Residential Subdivision
Parcel Size: 29.30 acres

Project Information:

The Atherton Estates Subdivision is a proposed 23 lot subdivision on 29.30 acres comprised of three parcels. The subdivision is located on and accessed by Weddington Road and is being developed by Shea Homes as a conventional subdivision.

A conventional subdivision is permitted by right in the R-40 and RCD zoning districts per the *Weddington Zoning Ordinance*. A conventional subdivision requires a minimum of 40,000 square foot lots with a minimum of 10% open space.

Background Information:

- A pre-sketch conference was held January 3, 2013.
- Public Involvement Meetings were held on Wednesday, July 17th on-site from 10:00am-12:00pm and Thursday, July 18th at Town Hall from 4:00-6:00pm.
- The Zoning Administrator approved the Sketch Plan on June 26, 2013.

Preliminary Plat Information:

- The minimum lot size is 40,000 square feet. The smallest lot proposed is 40,000 square feet. Seven lots are proposed to be exactly 40,000 square feet.
- The applicant is required 10% or 2.67 acres of open space after dedicating 35 feet of right-of-way to NCDOT. The applicant has provided 10% or 2.67 acres of open space.
 - 0.87 acres of open space is provided on the western border of the property.
 - 0.66 acres of open space is provided on the eastern border of the property.
 - 1.14 acres of open space is provided on a separate tract on the eastern side of the development.
 - The applicant has also provided 0.95 acres of “open space” in a septic tract and 0.25 acres in a buffer along Weddington Road. These two areas do not count towards the Town’s required open space area.
- The cul-de-sac on Atherton Estates Drive is 1,299 feet in length. The applicant has filed for a subdivision modification request.
- The applicant has also provided a 50 foot right-of-way for future connection to parcel 06-123-126. Once the adjacent parcel is developed a connection will be required.
- A stream runs through the northern portion of the property. The applicant shows a 15 foot stream buffer as required.

RCD and R-40 Minimum Yard Regulations:

- Front Yard Setback—50 feet
- Rear Yard Setback—40 feet
- Side Yard Setbacks—15 feet
- Lot Width—120 feet as measured at the front yard setback
- Applicant has met all required setbacks per the *Weddington Zoning Ordinance*.

Additional Information:

- The Sketch Plan has been approved by the Zoning Administrator. The Preliminary Plat will now be reviewed by both the Planning Board and Town Council. Following approval of the Preliminary Plat, the applicant will have two years to apply for the Final Plat. The Final Plat can be submitted in multiple phases.
- Atherton Estates is to be served by Union County Public Water and individual septic systems. Union County Public Works has provided an approval letter to serve the site with water.
- North Carolina Department of Environment and Natural Resources (NCDENR) has approved the erosion and sedimentation control plans.
- Atherton Estates is comprised of three parcels. The Town has received signed and notarized letters from all property owners allowing Shea Homes to represent them in the subdivision process.
- The applicant is proposing a left turn lane into the site from Weddington Road.
- The applicant shows two new fire hydrants along Atherton Estates Drive.
- The applicant will dedicate 35 feet of right-of-way along Weddington Road in accordance with the LARTP and MUMPO Thoroughfare Plan. There will also be a 50 foot thoroughfare buffer along Weddington Road in accordance with the *Weddington Subdivision* and *Zoning Ordinances*.

The Atherton Estates Conventional Subdivision Preliminary Plat has been found to be in general compliance with the Town of Weddington Zoning and Subdivision Ordinances with the following conditions:

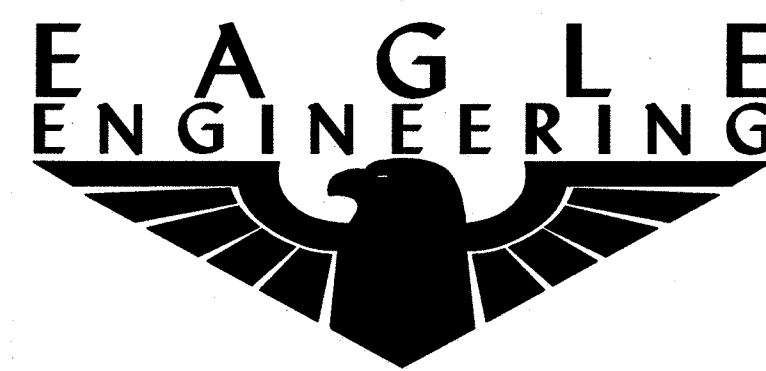
1. Development subject to review and approval/permitting of construction documents, driveways permit(s), etc. by NCDOT (*initial plans approved by NCDOT*);
2. Development subject to review and approval of construction documents by Town's Engineering Consultant, US Infrastructure (*Bonnie Fisher's comments have been addressed*);
3. Development subject to review and approval/permitting of construction documents by Union County Public Works (*applicant has addressed first round of UCPW comments*);
4. Road name to be approved by Union County E911;
5. Covenants, Conditions and Restrictions (CCRs) and Maintenance Plan and Maintenance Agreement shall be reviewed (by Town Attorney) and executed prior to Final Plat approval by Weddington Town Council;
6. Plans for subdivision entry monument to be approved by the Planning Board;
7. Subdivision Modification Request to be approved by Weddington Town Council.

ATHERTON ESTATES SUBDIVISION

CONSTRUCTION PLANS

TOWN OF WEDDINGTON, UNION COUNTY, NC

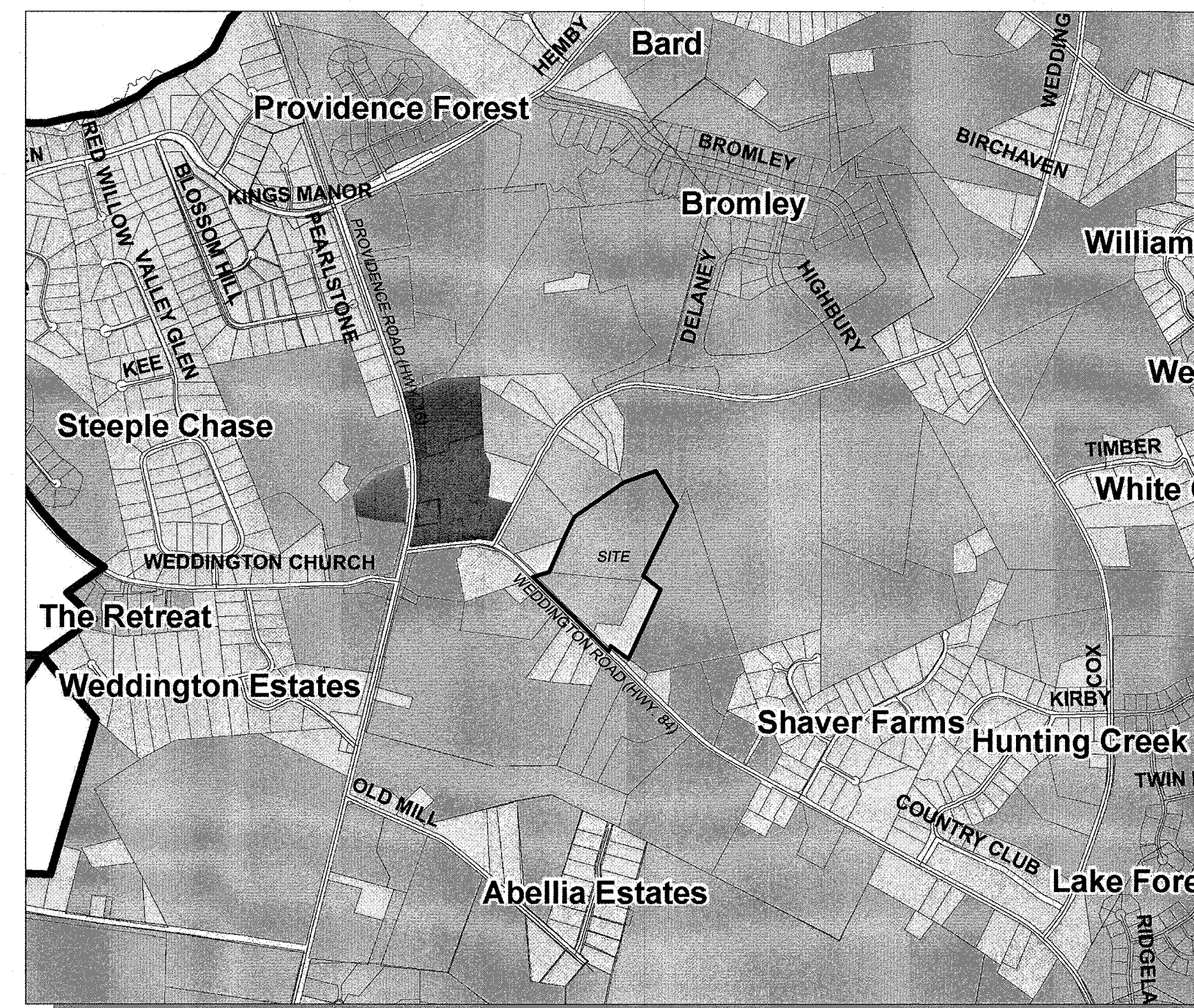
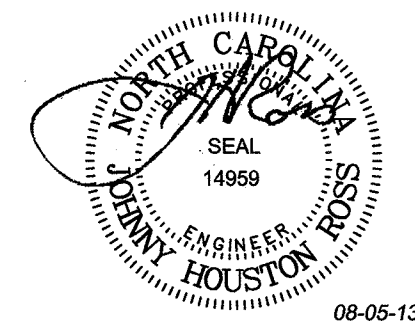
SITE AND DEVELOPMENT DATA	
JURISDICTION	TOWN OF WEDDINGTON
TAX PARCEL(S)	06150066, 06150067, & 06150068
SITE ADDRESSES:	209 WEDDINGTON ROAD (06-150-068)
	UNASSIGNED AT THIS TIME (06-150-067, 06-150-066)
TOWNSHIP:	SANDY RIDGE
ZONING	R-CD / R-40
USE CLASSIFICATION:	CONSERVATION & TRADITIONAL RESIDENTIAL
TOTAL AREA	29.30 ACRES
AREA IN LOTS:	22.83 ACRES
COMMON AREA	3.87 ACRES - 0.85 ACRES (Septic) - 0.25 (Buffer) = 2.67 ACRES NET
RIGHT-OF-WAY	2.60 ACRES
MINIMUM FRONT SETBACK	50 FEET
MINIMUM SIDE SETBACK	15 FEET
MINIMUM REAR SETBACK	40 FEET
MINIMUM LOT SIZE	40,000 SQ. FT.
MINIMUM LOT WIDTH	120 FEET (AT FRONT SETBACK)



2013 Van Buren Avenue P.O. BOX 551
 Indian Trail, NC 28079 Alpharetta, GA 30009
 (704) 882-4222 (678) 339-0640
 www.eagleonline.net

PROJECT ENGINEER: JOHN H. ROSS, P.E.
 STREET ADDRESS: 2013 VAN BUREN AVENUE
 CITY, STATE, ZIP: INDIAN TRAIL, NC 28079
 PHONE: 704.882.4222

PREPARED FOR: KEN CHAPMAN
 STREET ADDRESS: 521 E. MOREHEAD ST., SUITE 400
 CITY, STATE, ZIP: CHARLOTTE, NC 28202
 PHONE: 704-621-8612



VICINITY MAP

NOT TO SCALE

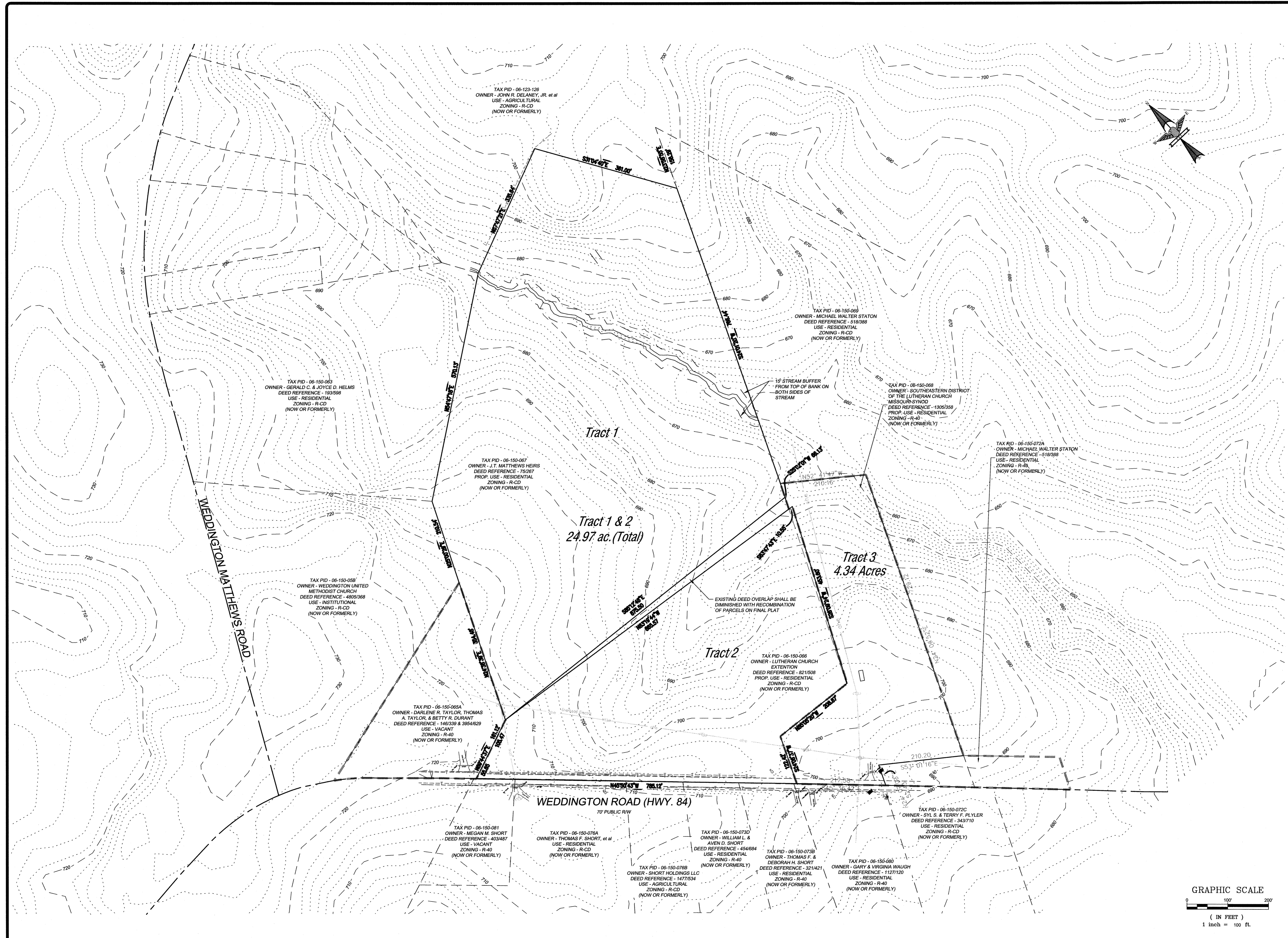
Sheet List Table	
Sheet Number	Sheet Title
C-0.0	COVER SHEET
C-1.0	EXISTING CONDITIONS
C-2.0	SITE PLAN
C-3.0	EROSION CONTROL - PHASE 1
C-3.1	GRADING & EROSION CONTROL - PHASE 2
C-4.0	WEDDINGTON ROAD WIDENING PLAN & PROFILE
C-4.1	WEDDINGTON ROAD WIDENING CROSS-SECTIONS
C-4.2	ATHERTON ESTATES DRIVE PLAN & PROFILE
C-4.3	ATHERTON ESTATES DRIVE PLAN & PROFILE
C-5.0	UTILITY PLAN
C-6.0	NCDOT DETAILS
C-6.1	NCDOT DETAILS
C-6.2	NCDOT / NCDENR DETAILS
C-6.3	NCDENR DETAILS
C-6.4	NCDENR DETAILS
C-6.5	UCPW DETAILS
C-6.6	UCPW DETAILS
C-6.7	GENERAL NOTES & SPECIFICATIONS

OWNERSHIP DATA				
TAX PARCEL	OWNER	ADDRESS	TELEPHONE	EMAIL
06-150-066	LUTHERAN CHURCH EXTENSION ATTN: MATT MESSIER	10733 SUNSET OFFICE DR., STE. 300 ST. LOUIS, MO 63127	(321) 662-7403	N/A
06-150-067	MRS. J T MATTHEWS HEIRS	6924 MATTHEWS WEDDINGTON MATTHEWS, NC 28104	(704) 846-2010	N/A
06-150-068	SOUTHERN DISTRICT OF THE LUTHERAN CHURCH MISSOURI SYNOD - ATTN: MATT MESSIER	6315 GROVEDALE DRIVE ALEXANDRIA, VA 22310	(321) 662-7403	N/A

NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS TOWN OF WEDDINGTON / NCDOT / UCPW COMMENTS
2.	07/24/13	MJW	ADDRESS NCDENR/TOWN OF WEDDINGTON COMMENTS
3.	07/25/13	JLR	ADDRESS UCPW COMMENTS
4.	07/29/13	JLR	ADDRESS TOWN OF WEDDINGTON ENGINEERING COMMENTS
5.	08/05/13	JLR	REVISE LOTS 10 & 11 / FUTURE R/W CONFIGURATION PER CLIENT



BEFORE YOU DIG!
 CALL 1-800-632-4949
 N.C. ONE-CALL CENTER
 IT'S THE LAW!



NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UCP/TOWN OF WEDDINGTON COMMENTS

**ATHERTON ESTATES
SUBDIVISION**
DEVELOPER: KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

EXISTING CONDITIONS

DESIGNED BY	JLR	CHECKED BY	JHR
DRAWN BY	JLR	JOB NUMBER	4878
DATE	06/21/13		
AS SHOWN			

PROJECT ENGINEER: JOHN H. ROSS, P.E.
 STREET ADDRESS: 2013 VAN BUREN AVE, STE. A
 CITY, STATE, ZIP: INDIAN TRAIL, NC 28079
 PHONE: 704.882.4222
 FAX: 866.775.0329

DEVELOPER: KEN CHAPMAN
 STREET ADDRESS: 521 E. MOREHEAD ST., STE. 400
 CITY, STATE, ZIP: CHARLOTTE, NC 28202

PHONE: 704.621.8612
 EMAIL: KCHAPMAN@MPVRE.COM
 CONTACT: KEN CHAPMAN

TAX PID - 06-123-126
 OWNER - JOHN R. DELANEY, JR. et al
 USE - AGRICULTURAL
 ZONING - R-CD
 (NOW OR FORMERLY)

TAX PID - 06-150-063
 OWNER - GERALD C. & JOYCE D. HELMS
 DEED REFERENCE - 193/598
 USE - RESIDENTIAL
 ZONING - R-CD
 (NOW OR FORMERLY)

TAX PID - 06-150-059
 OWNER - WEDDINGTON UNITED
 METHODIST CHURCH
 DEED REFERENCE - 4805/368
 USE - INSTITUTIONAL
 ZONING - R-CD
 (NOW OR FORMERLY)

TAX PID - 06-150-065A
 OWNER - DARLENE R. TAYLOR, THOMAS
 A. TAYLOR, & BETTY R. DURANT
 DEED REFERENCE - 146/339 & 3954/629
 USE - VACANT
 ZONING - R-40
 (NOW OR FORMERLY)

TAX PID - 06-150-081
 OWNER - MEGAN M. SHORT
 DEED REFERENCE - 403/487
 USE - VACANT
 ZONING - R-40
 (NOW OR FORMERLY)

TAX PID - 06-150-076A
 OWNER - THOMAS F. SHORT, et al
 USE - RESIDENTIAL
 ZONING - R-CD
 (NOW OR FORMERLY)

TAX PID - 06-150-073D
 OWNER - WILLIAM L. &
 AVEN D. SHORT
 DEED REFERENCE - 454/884
 USE - RESIDENTIAL
 ZONING - R-40
 (NOW OR FORMERLY)

TAX PID - 06-150-073B
 OWNER - THOMAS F. &
 DEBORAH H. SHORT
 DEED REFERENCE - 321/421
 USE - RESIDENTIAL
 ZONING - R-40
 (NOW OR FORMERLY)

TAX PID - 06-150-080
 OWNER - GARY & VIRGINIA WALUGH
 DEED REFERENCE - 1127/120
 USE - RESIDENTIAL
 ZONING - R-40
 (NOW OR FORMERLY)

- NOTES:
- ALL SANITARY SEWER FOR DEVELOPMENT WILL BE TREATED THROUGH SEPTIC SYSTEMS TO BE PERMITTED BY OTHERS AND APPROVED BY UNION COUNTY. SEPTIC AREAS SHALL BE DELINEATED AND RECORDED ON THE FINAL PLAT.
 - A 24" DIP WATERMAIN DOES EXIST (AS SHOWN) WITHIN 1/2 MILE OF PROPOSED LOTS AND SHALL BE UTILIZED FOR SUBDIVISION.
 - THE SUBJECT PROPERTIES DO NOT LIE IN A SPECIAL FLOOD HAZARD ZONE PER F.E.M.A FLOOD MAP # 3710447600J, EFFECTIVE DATE OCTOBER 16, 2008
 - AT SUCH TIME ATHERTON ESTATES DRIVE IS EXTENDED TO PARCEL 06-123-126, CUL-DE-SAC SHALL BE REMOVED AND CUL-DE SAC RIGHT OF WAY AREA, TO THE EXTENT POSSIBLE, SHALL BE DEEDED BACK TO LOTS 10, 11, & 12.

DEVELOPMENT DATA:

TOTAL AREA - 29.30 AC.
 R/W AREA - 2.60 AC.
 NET AREA - 26.70 AC.

REQUIRED OPEN SPACE
 26.70 AC. x 10% = 2.67 AC.

PROPOSED OPEN SPACE
 3.87 AC. - 0.95 (SEPTIC AREA) - 0.25 (BUFFER)
 = 2.67 AC. (10%)

AREA IN LOTS - 22.83 AC.

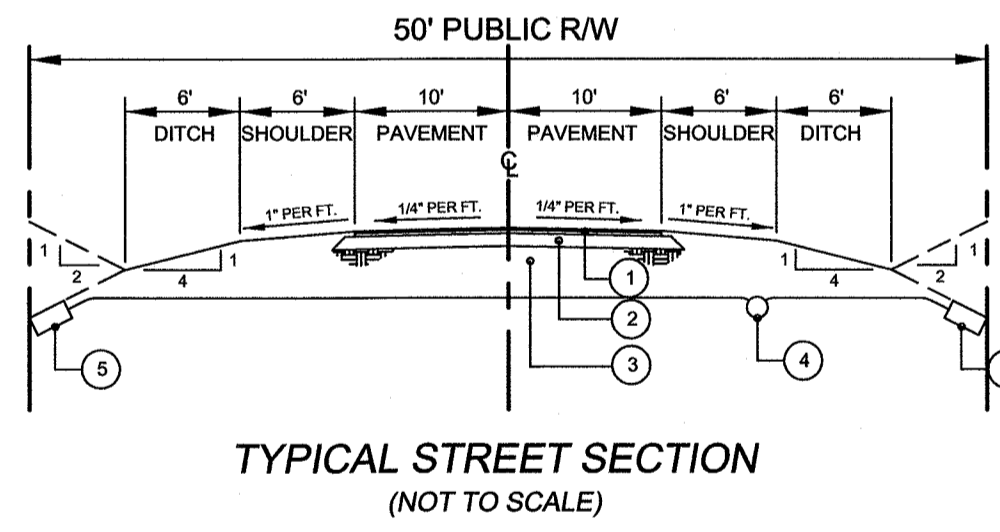
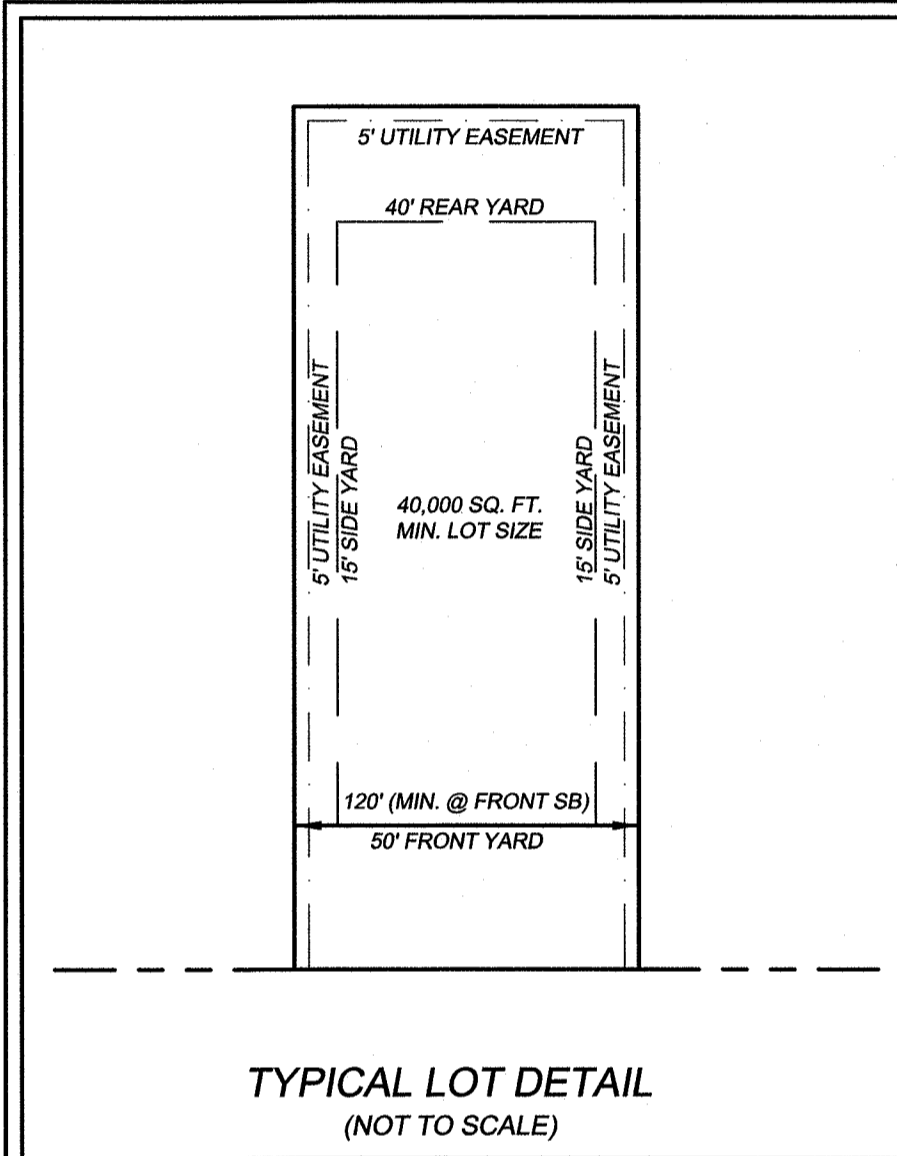
ZONING - R-CD & R-40

MIN. LOT SIZE = 40,000 SQ. FT.
 SMALLEST LOT = 40,000 SQ. FT.

MIN. LOT WIDTH @ FRONT SETBACK = 120 FEET

SETBACKS
 FRONT - 50 FEET
 SIDE - 15 FEET
 REAR - 40 FEET

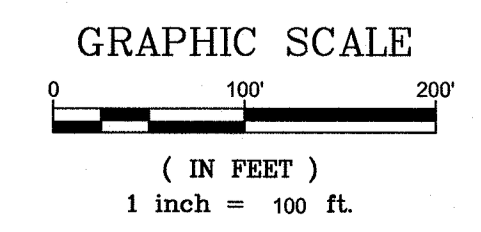
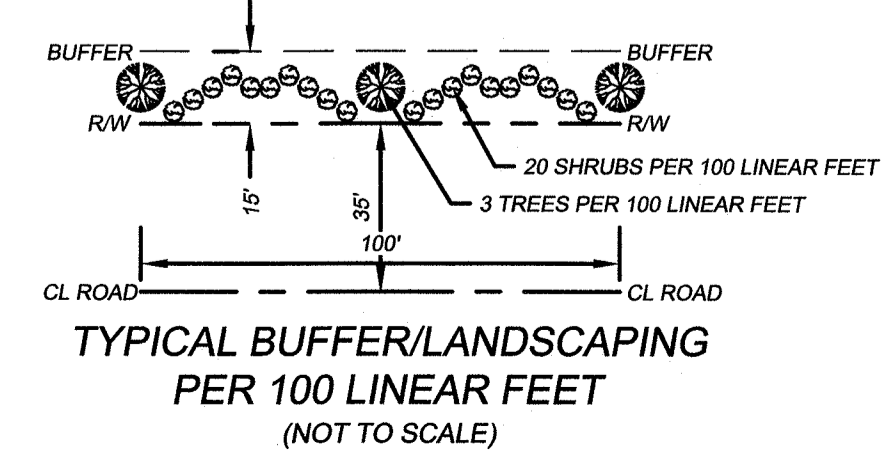
TOTAL PARCELS TO BE CREATED - 29



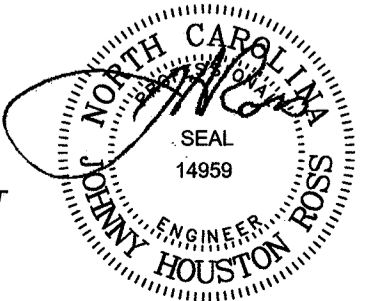
- LEGEND**
- 1" ASPHALT CONCRETE SURFACE COURSE, TYPE SF 9.5A OVER A 1-1/2" SURFACE COURSE, TYPE S 9.5B AS PER NCDOT HOT MIX ASPHALT QUALITY MANAGEMENT SYSTEM MANUAL.
 - 8" COMPACTED AGGREGATE BASE COURSE (ABC) (660# / SY)
 - COMPACTED SUBGRADE
 - WATER MAIN - PIPE SIZE VARIES - MIN. 3" COVER
 - 3/4" WATER METER INSIDE STREET RW (TYP.)

BINDER COURSE TO BE APPLIED IMMEDIATELY AFTER STONE IS PLACED. SURFACE COURSE TO BE APPLIED AT COMPLETION OF HOUSE CONSTRUCTION OR AT TIME DETERMINED BY THE OWNER/DEVELOPER.

THE ABOVE PAVEMENT SPECIFICATIONS EXCEED THE MINIMUM STANDARDS REQUIRED BY THE N.C.D.O.T., HOWEVER, THE ENGINEER HAS NOT PERFORMED DETAILED ANALYSIS OF SOILS IN THE AREA AND THIS DESIGN IS NOT A WARRANTY. THE ENGINEER ACCEPTS NO RESPONSIBILITY FOR PAVEMENT FAILURES AND NO GUARANTEES ARE GIVEN.



JOHNNY HOUSTON ROSS, A DULY REGISTERED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT ARE SUFFICIENT TO CARRY THE 100-YEAR STORM RUNOFF WITHIN THE EASEMENT LIMITS AS SHOWN.
 N.C. P.E. #14959 DATE 07-29-13



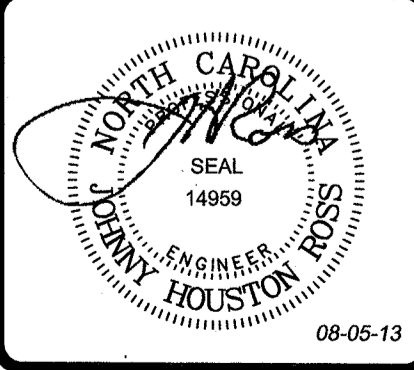
NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UCP/TOWN OF WEDDINGTON COMMENTS
2.	07/19/13	JLR	ADDRESS NCDNR COMMENTS
3.	07/29/13	JLR	ADDRESS TOWN OF WEDDINGTON ENGINEERING COMMENTS
4.	08/05/13	JLR	REVISE LOTS 10 & 11 / FUTURE R/W CONFIGURATION PER CLIENT

ATHERTON ESTATES SUBDIVISION
 DEVELOPER: KEN CHAPMAN
 521 E. MOREHEAD ST., SUITE 400
 CHARLOTTE, NC 28202

SITE PLAN

DISIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER
JLR	JLR	JHR	4878

DATE: 06/21/13



Sheet C-2.0

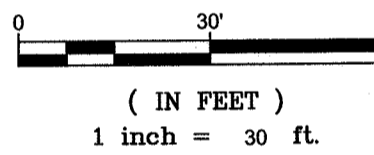
TEMP. SEDIMENT TRAP #1 - STD. 6.60
 DENUDE AREA = 0.40 AC.
 DRAINAGE AREA = 0.40 AC.
 STORAGE REQUIRED = 1,440 CF
 STORAGE PROVIDED = 1,493 CF
 SURFACE AREA REQUIRED = 656 SF
 SURFACE AREA PROVIDED = 703 SF
 BOTTOM BASIN ELEV. = 669.5 FT
 TOP OF BASIN ELEV. = 674.5 FT
 4' WEIR ELEV. = 673.0 FT

TEMP. SEDIMENT TRAP #2 - STD. 6.60
 DENUDE AREA = 1.00 AC.
 DRAINAGE AREA = 1.00 AC.
 STORAGE REQUIRED = 3,600 CF
 STORAGE PROVIDED = 4,233 CF
 SURFACE AREA REQUIRED = 1,640 SF
 SURFACE AREA PROVIDED = 1,891 SF
 BOTTOM BASIN ELEV. = 666.5 FT
 TOP OF BASIN ELEV. = 671.5 FT
 4' WEIR ELEV. = 670.0 FT

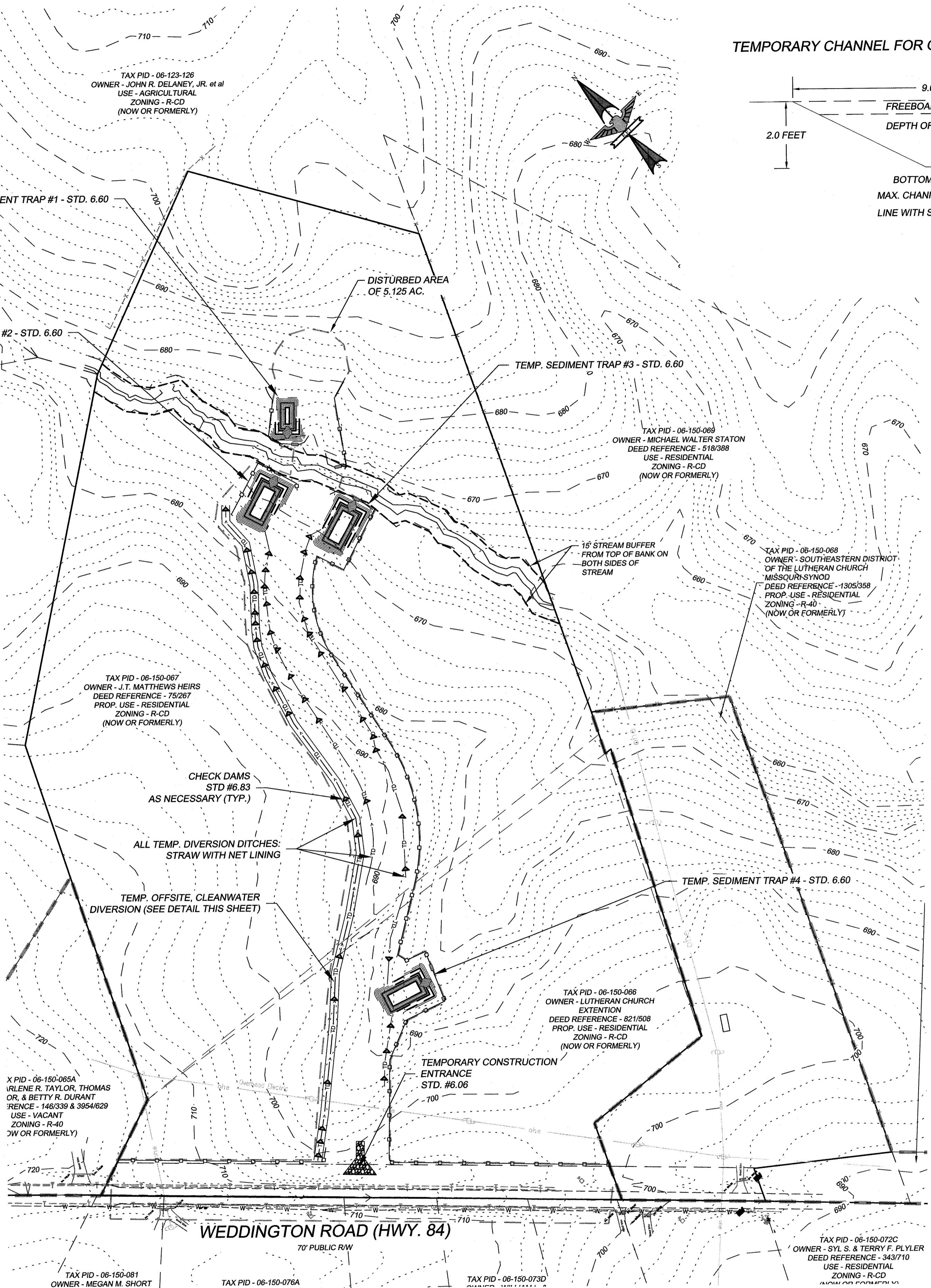
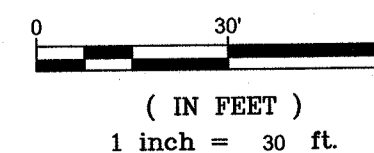
TEMP. SEDIMENT TRAP #3 - STD. 6.60
 DENUDE AREA = 1.00 AC.
 DRAINAGE AREA = 1.00 AC.
 STORAGE REQUIRED = 3,600 CF
 STORAGE PROVIDED = 4,233 CF
 SURFACE AREA REQUIRED = 1,640 SF
 SURFACE AREA PROVIDED = 1,891 SF
 BOTTOM BASIN ELEV. = 663.5 FT
 TOP OF BASIN ELEV. = 668.5 FT
 4' WEIR ELEV. = 667.0 FT

TEMP. SEDIMENT TRAP #4 - STD. 6.60
 DENUDE AREA = 1.00 AC.
 DRAINAGE AREA = 1.00 AC.
 STORAGE REQUIRED = 3,600 CF
 STORAGE PROVIDED = 4,233 CF
 SURFACE AREA REQUIRED = 1,640 SF
 SURFACE AREA PROVIDED = 1,891 SF
 BOTTOM BASIN ELEV. = 680.5 FT
 TOP OF BASIN ELEV. = 685.5 FT
 4' WEIR ELEV. = 684.0 FT

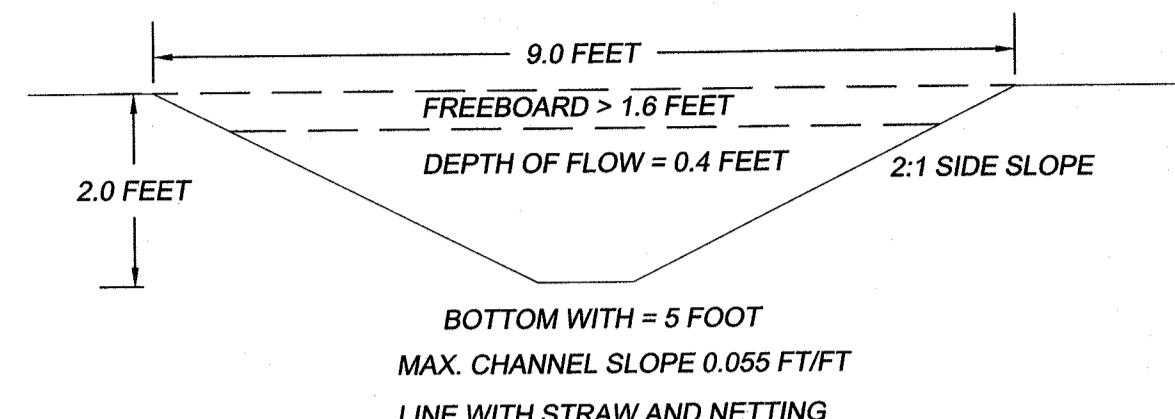
GRAPHIC SCALE



GRAPHIC SCALE



TEMPORARY CHANNEL FOR OFFSITE, CLEAN WATER DIVERSION

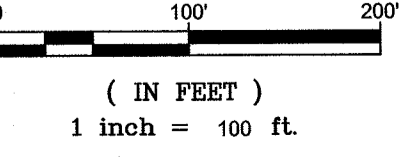


EROSION CONTROL LEGEND

DESCRIPTION OF MEASURE (TIMEFRAME FOR STABILIZATION)	SYMBOL ON PLANS
TEMPORARY CONSTRUCTION ENTRANCE	[Symbol: Dashed line with cross-hatching]
DENUDE LIMITS	[Symbol: Dashed line]
DRAINAGE AREAS	[Symbol: Dotted line]
TEMPORARY DIVERSION DITCH LINING-STRAW WITH NET (7-DAYS)	[Symbol: Line with cross-hatching]
TEMPORARY SILT FENCE	[Symbol: Line with triangles]
TEMPORARY DIVERSION DITCH 4' BOTTOM WIDTH, LINING-STRAW WITH NET (7-DAYS)	[Symbol: Line with cross-hatching]
INLET PROTECTION	[Symbol: Triangle pointing to a line]
RIP RAP APRON	[Symbol: Triangle pointing to a line]
TEMPORARY CHECK DAM	[Symbol: Triangle pointing to a line]
TEMPORARY SLOPE DRAIN	[Symbol: Line with triangles]

NOTE: SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITHIN 7 DAYS. SLOPES 3:1 OR FLATTER STABILIZATION SHALL BE PROVIDED WITHIN 14 DAYS.

GRAPHIC SCALE



ENGINEERING
 P.O. BOX 551
 Alpharetta, GA 30009
 Indian Trail, NC 28079
 (704) 882-4222
 www.egonline.net

NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UPTOWN OF WEDDINGTON COMMENTS
2.	07/24/13	MJM	ADDRESS INCDENR COMMENTS

ATHERTON ESTATES
SUBDIVISION
 DEVELOPER: KEN CHAPMAN
 521 E. MOREHEAD ST., SUITE 400
 CHARLOTTE, NC 28202

EROSION CONTROL
PHASE 1

DESIGNED BY	MJM	CHECKED BY	JHR
DRAWN BY	MJM	DATE	06/21/13
SCALE	AS SHOWN	JOB NUMBER	4878

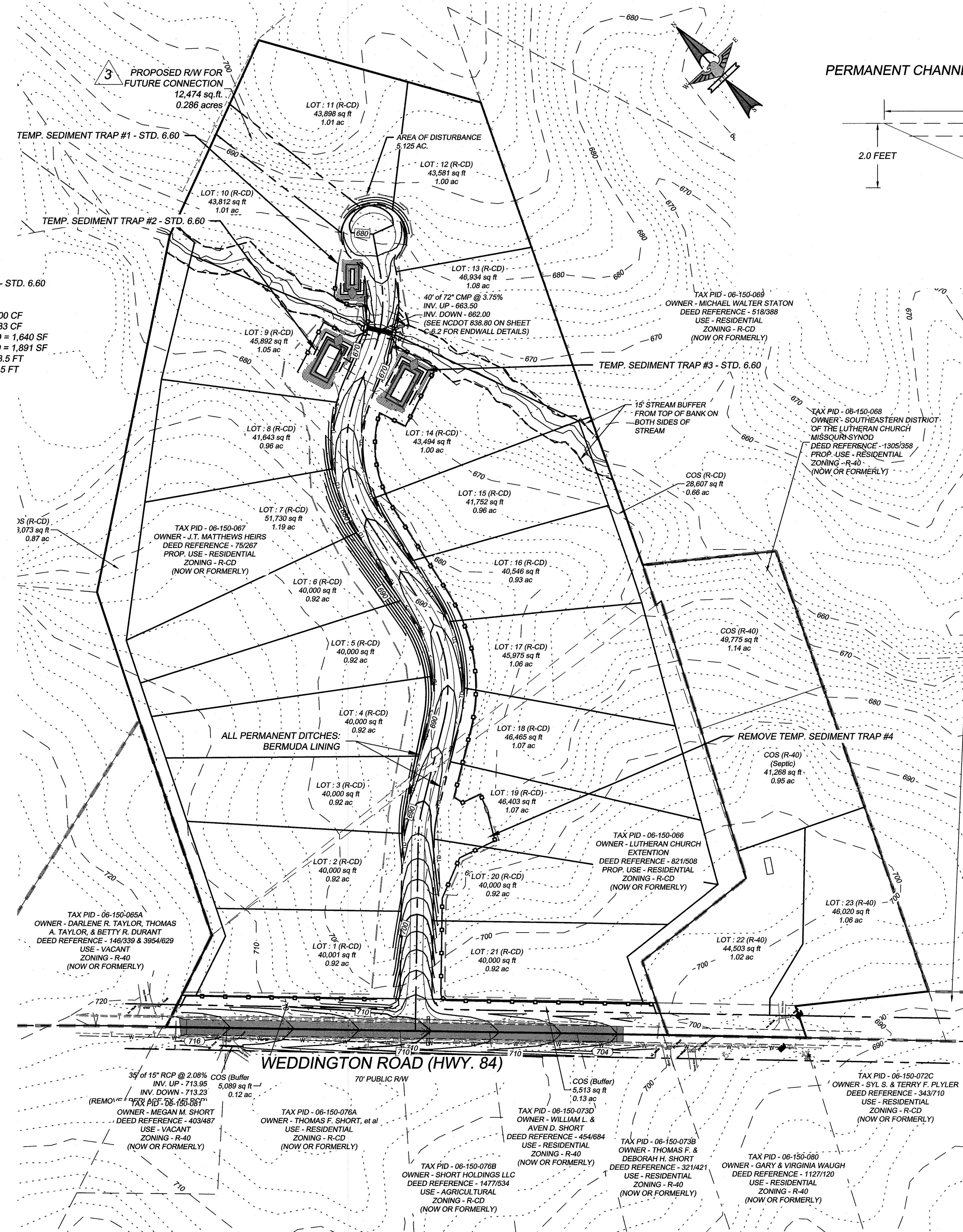
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TEMP. SEDIMENT TRAP #1 - STD. 6.60
 DENUDED AREA = 0.40 AC.
 DRAINAGE AREA = 0.40 AC.
 STORAGE REQUIRED = 1,440 CF
 STORAGE PROVIDED = 1,493 CF
 SURFACE AREA REQUIRED = 656 SF
 SURFACE AREA PROVIDED = 703 SF
 BOTTOM BASIN ELEV. = 669.5 FT
 TOP OF BASIN ELEV. = 674.5 FT
 4" WEIR ELEV. = 673.0 FT

TEMP. SEDIMENT TRAP #2 - STD. 6.60
 DENUDED AREA = 1.00 AC.
 DRAINAGE AREA = 1.00 AC.
 STORAGE REQUIRED = 3,600 CF
 STORAGE PROVIDED = 4,233 CF
 SURFACE AREA REQUIRED = 1,640 SF
 SURFACE AREA PROVIDED = 1,891 SF
 BOTTOM BASIN ELEV. = 666.5 FT
 TOP OF BASIN ELEV. = 671.5 FT
 4" WEIR ELEV. = 670.0 FT

TEMP. SEDIMENT TRAP #3 - STD. 6.60
 DENUDED AREA = 1.00 AC.
 DRAINAGE AREA = 1.00 AC.
 STORAGE REQUIRED = 3,600 CF
 STORAGE PROVIDED = 4,233 CF
 SURFACE AREA REQUIRED = 1,640 SF
 SURFACE AREA PROVIDED = 1,891 SF
 BOTTOM BASIN ELEV. = 663.5 FT
 TOP OF BASIN ELEV. = 668.5 FT
 4" WEIR ELEV. = 667.0 FT

GRAPHIC SCALE
 (IN FEET)
 1 inch = 30 ft.



EROSION CONTROL LEGEND

DESCRIPTION OF MEASURE (TIMEFRAME FOR STABILIZATION) SYMBOL ON PLANS

TEMPORARY CONSTRUCTION ENTRANCE	[Symbol]
DENUDED LIMITS	[Symbol]
DRAINAGE AREAS	[Symbol]
TEMPORARY DIVERSION DITCH LINING-STRAW WITH NET (7-DAYS)	[Symbol]
TEMPORARY SILT FENCE	[Symbol]
TEMPORARY DIVERSION DITCH 4" BOTTOM WIDTH LINING-STRAW WITH NET (7-DAYS)	[Symbol]
INLET PROTECTION	[Symbol]
RIP RAP APARON	[Symbol]
TEMPORARY CHECK DAM	[Symbol]
TEMPORARY SLOPE DRAIN	[Symbol]

NOTE: SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITHIN 7 DAYS.
 SLOPES 3:1 OR FLATTER STABILIZATION SHALL BE PROVIDED WITHIN 14 DAYS.

GRAPHIC SCALE
 (IN FEET)
 1 inch = 100 ft.

ENGINEERING

1313 Van Buren Avenue
 Indian Trail, NC 28079
 (704) 882-4222
 www.engineerinc.com

P.O. BOX 551
 Alpharetta, GA 30009
 (770) 339-0640

NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UCP/TOWN OF WEDDINGTON COMMENTS
2.	07/24/13	MJV	ADDRESS NCDNR COMMENTS
3.	08/05/13	JLR	REVISE LOTS 10 & 11 / FUTURE RW CONFIGURATION PER CLIENT

**ATHERTON ESTATES
 SUBDIVISION**

DEVELOPER: KEN CHAPMAN
 521 E. MOREHEAD ST., SUITE 400
 CHARLOTTE, NC 28202

GRADING & EROSION CONTROL PHASE 2

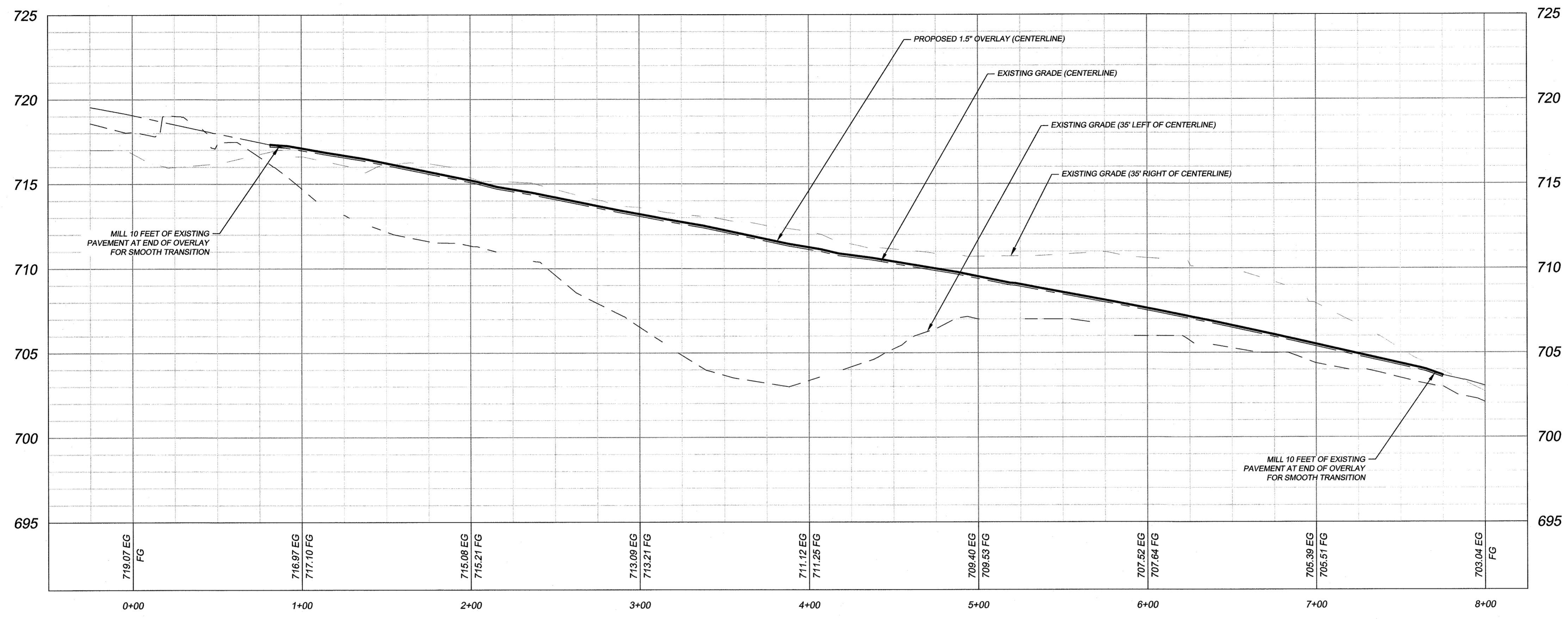
DESIGNED BY	MJV	CHECKED BY	JHR
DRAWN BY	MJV	JOB NUMBER	4878
DATE	06/21/13		
AS SHOWN			

Professional Engineer Seal for North Carolina, State No. 14959, dated 08-05-13.

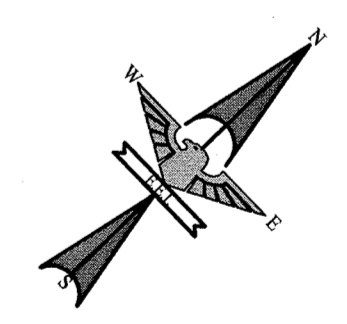
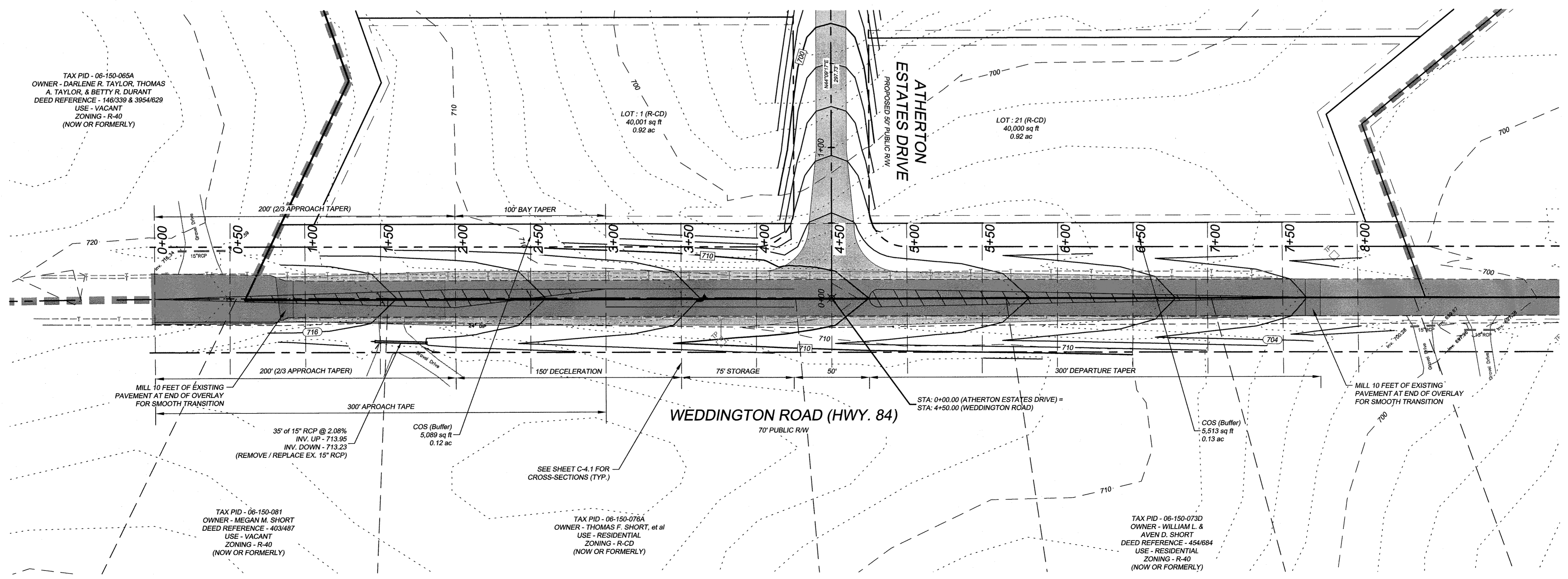
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NOTE:
ALL STRIPING ON WEDDINGTON ROAD (HIGHWAY 84) SHALL
BE THERMOPLASTIC PAVEMENT MARKINGS

WEDDINGTON ROAD PROFILE



VERTICAL
SCALE
(IN FEET)
1 inch = 4' ft.



GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

E A G L E
ENGINEERING

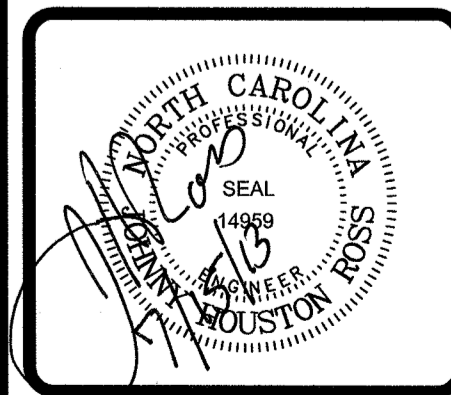
P.O. BOX 551
Alpharetta, GA 30009
2013 Van Buren Avenue
Indian Trail, NC 28079
(704) 882-4222
www.eagleonline.net

NO.	1.	DATE	07/15/13	BY	JLR	ISSUE	ADDRESS NCDOT / UCPW / TOWN OF WEDDINGTON COMMENTS
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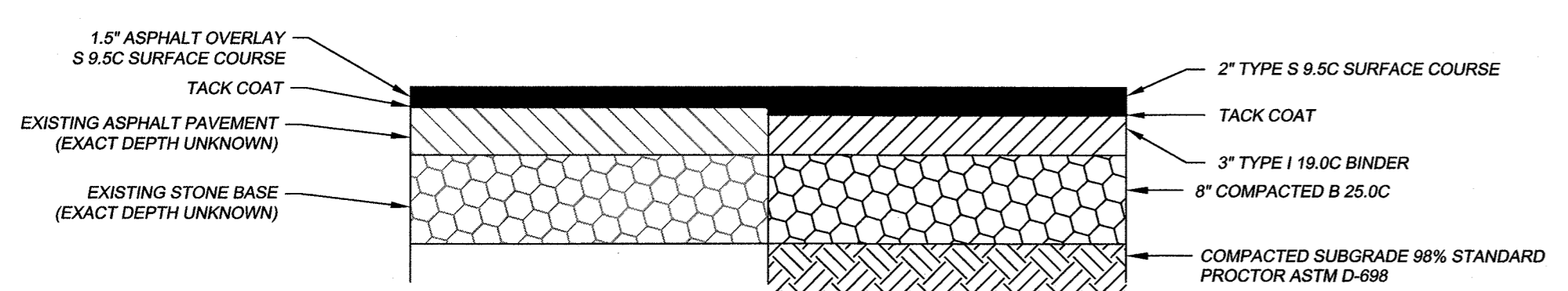
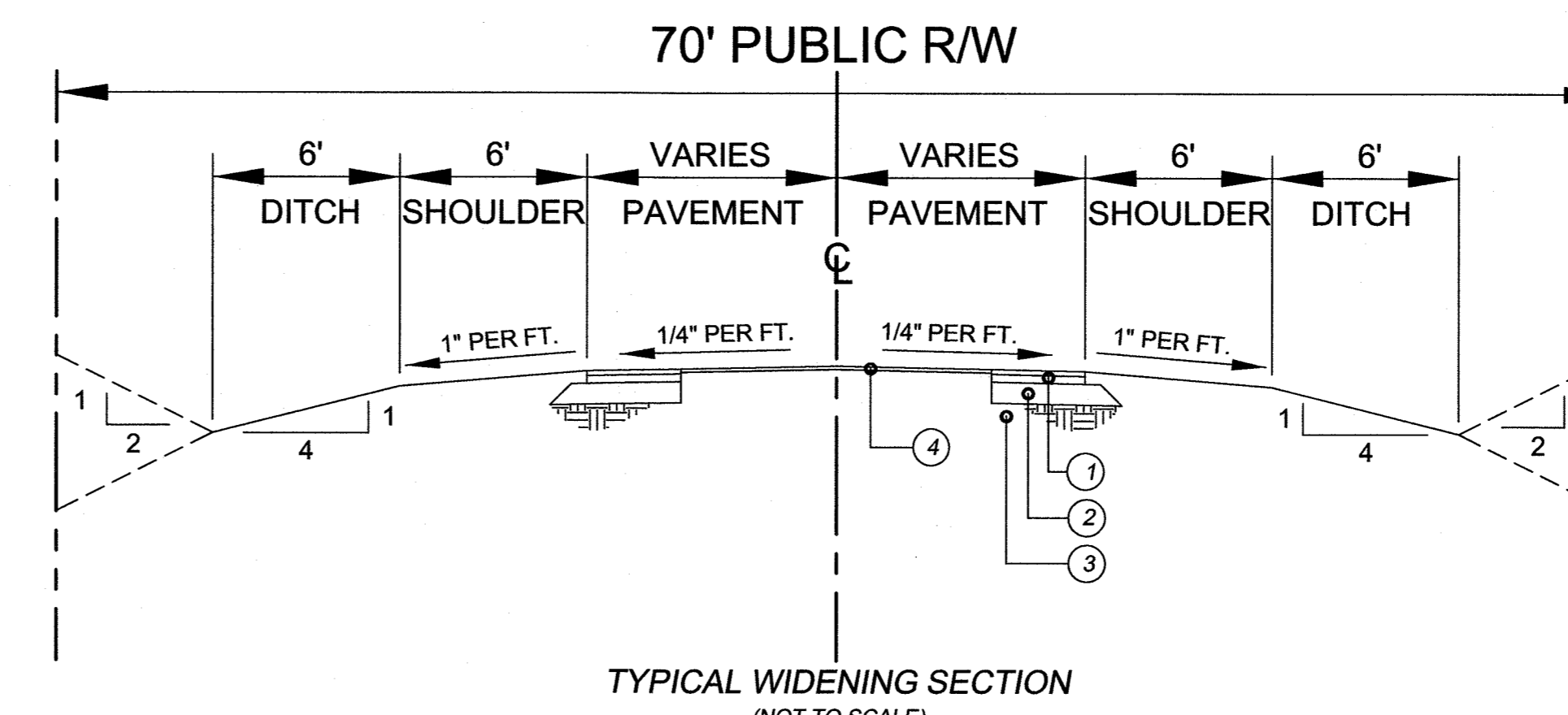
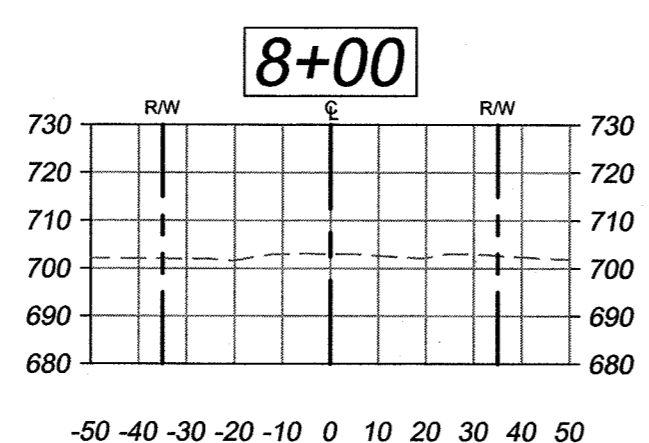
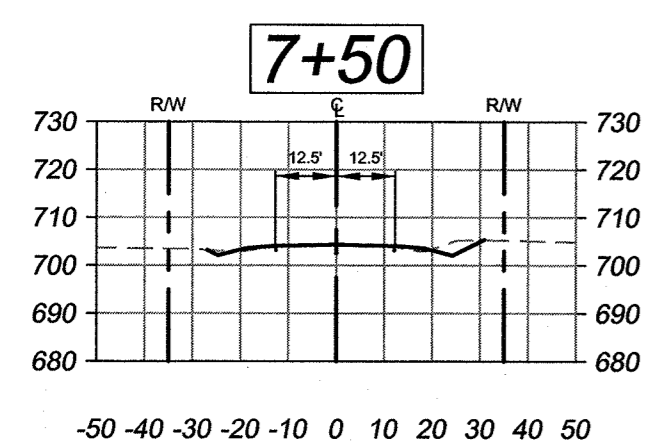
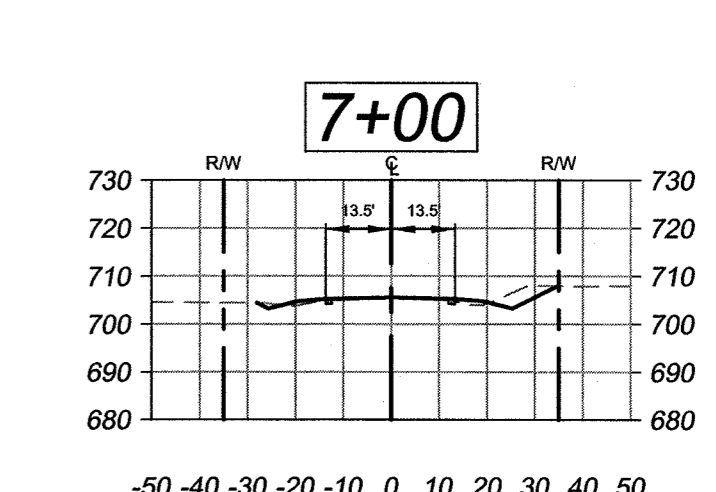
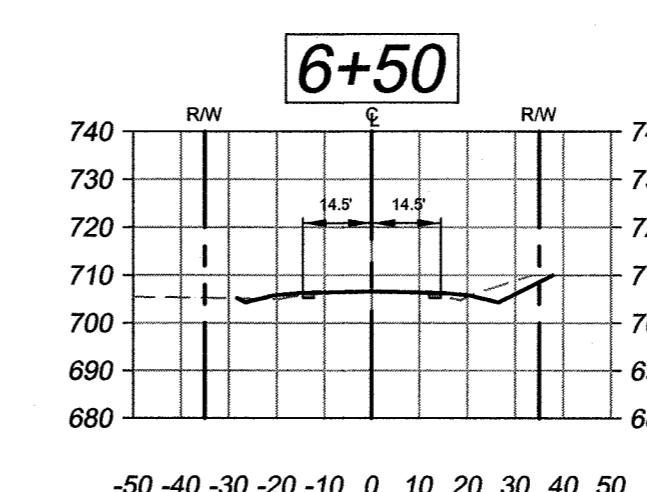
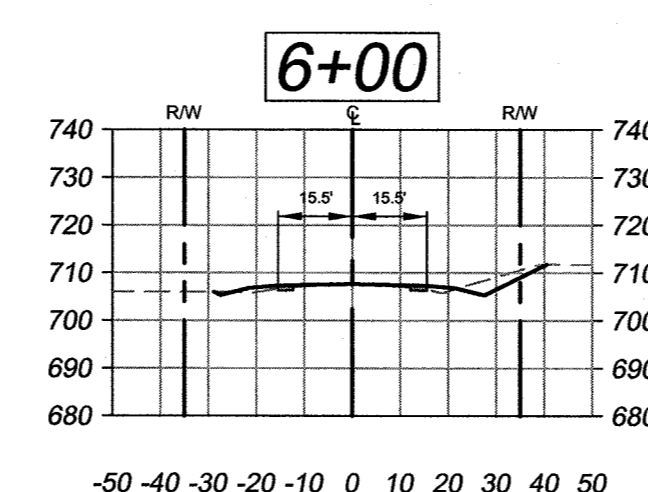
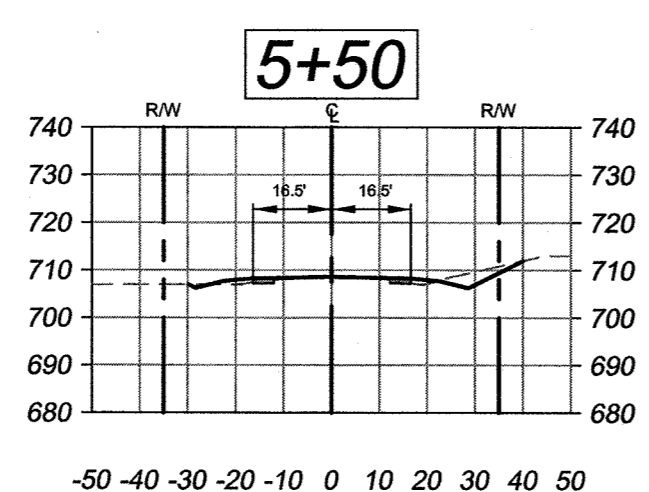
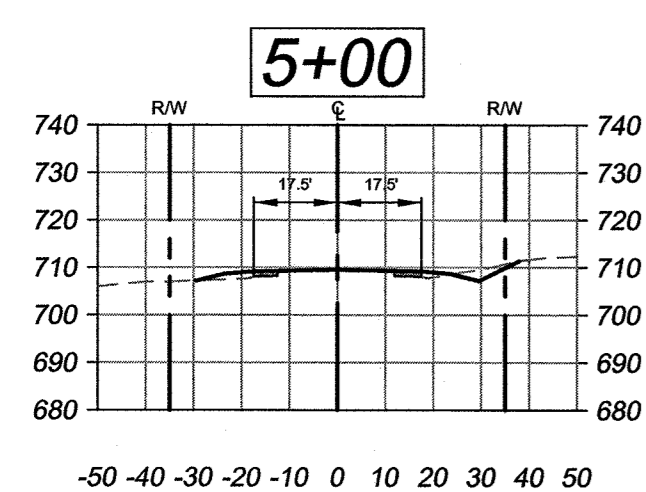
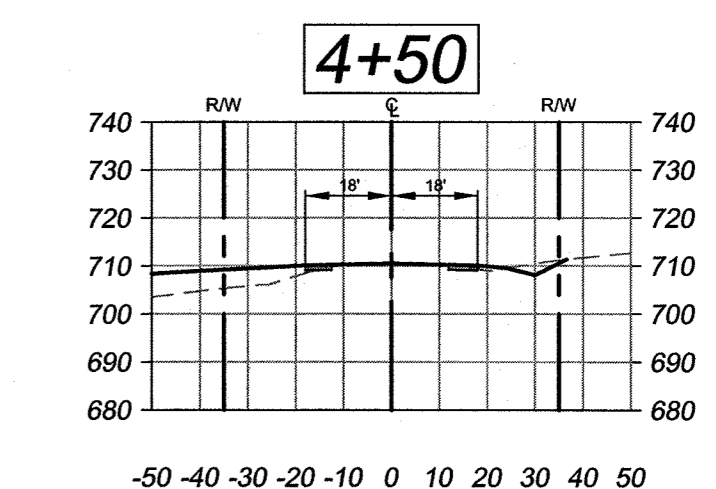
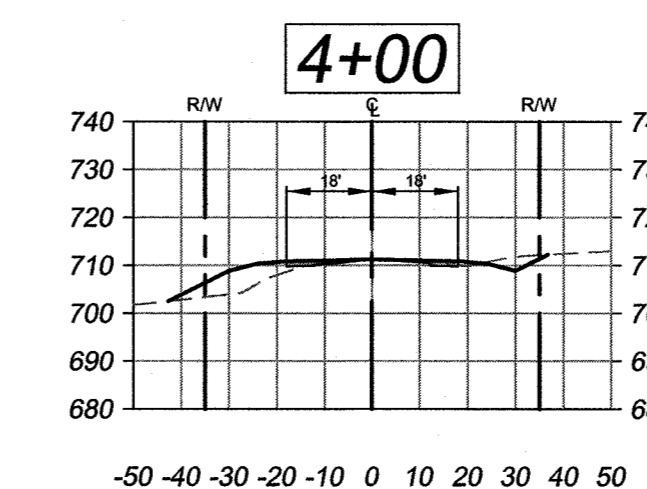
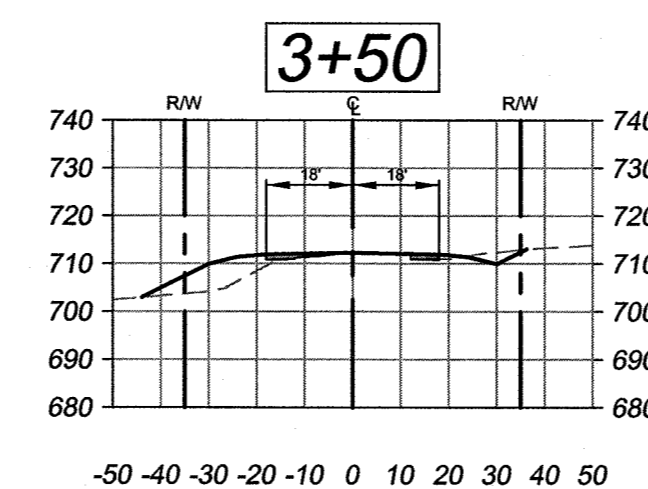
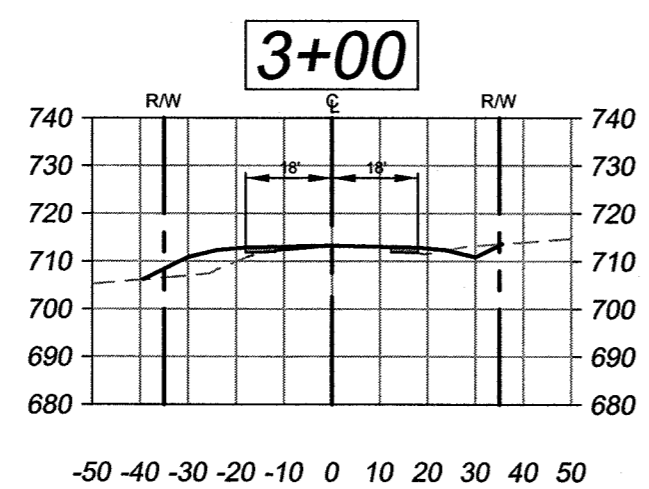
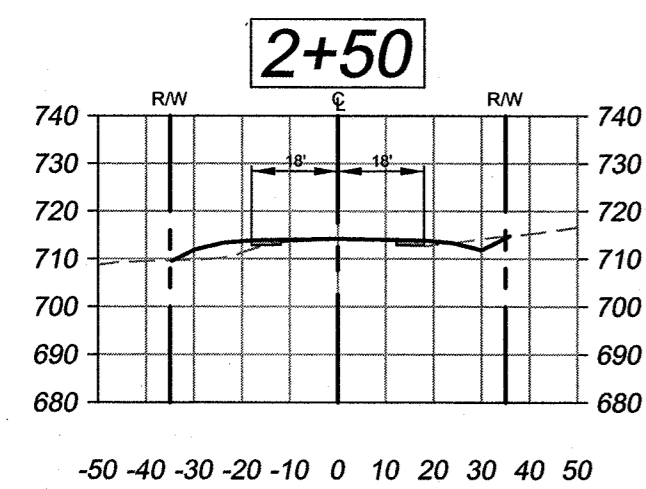
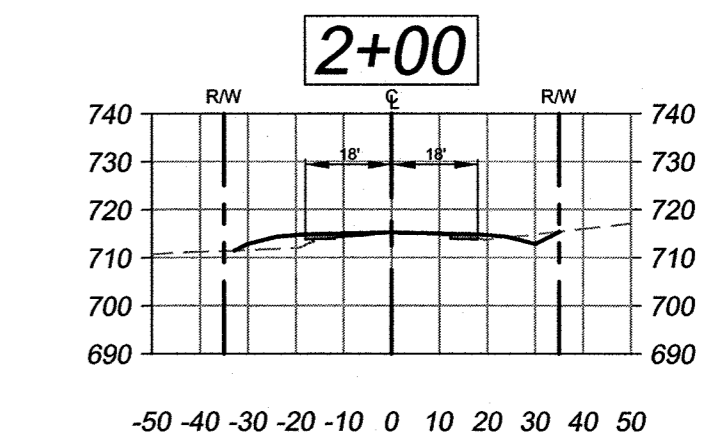
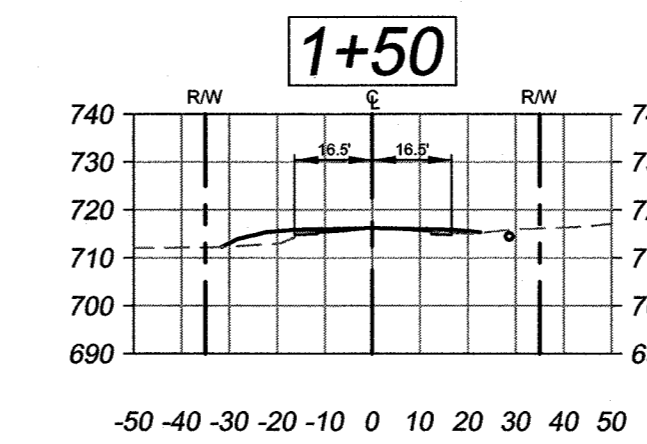
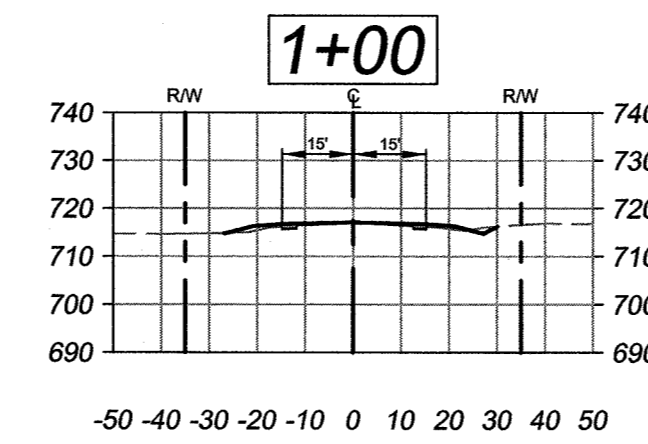
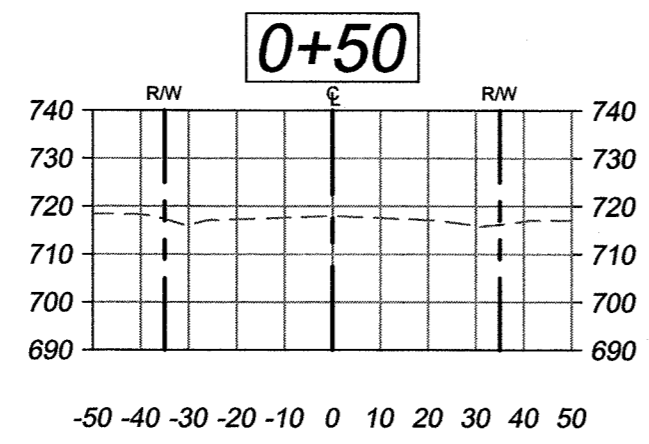
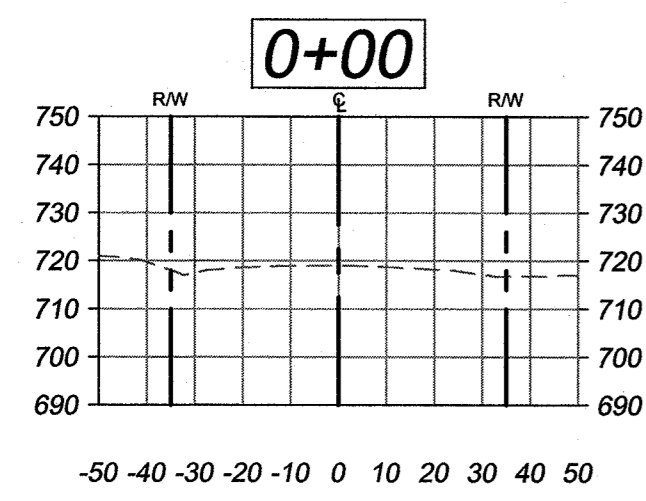
**ATHERTON ESTATES
SUBDIVISION**

DEVELOPER: KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

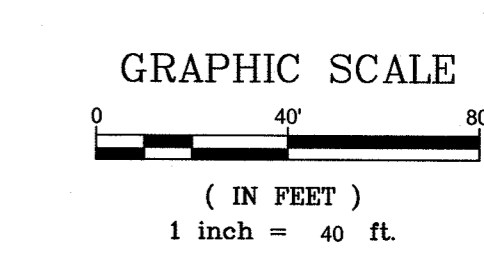
DESIGNED BY	JLR	CHECKED BY	JHR
DRAWN BY	JLR	JOB NUMBER	4878
DATE	06/21/13		
AS SHOWN			



Sheet
C-4.0



- LEGEND**
- ① 2" ASPHALT CONCRETE SURFACE COURSE, TYPE S-9.5C OVER A 3" BINDER COURSE, TYPE I-19.0C AS PER NCDOT HOT MIX ASPHALT QUALITY MANAGEMENT SYSTEM MANUAL.
 - ② 8" COMPACTED B-25.0C
 - ③ COMPACTED SUBGRADE
 - ④ 1.5" ASPHALT OVERLAY, TYPE S-9.5C



THE ABOVE PAVEMENT SPECIFICATIONS EXCEED THE MINIMUM STANDARDS REQUIRED BY THE N.C.D.O.T., HOWEVER, THE ENGINEER HAS NOT PERFORMED DETAILED ANALYSIS OF SOILS IN THE AREA AND THIS DESIGN IS NOT A WARRANTY. THE ENGINEER ACCEPTS NO RESPONSIBILITY FOR PAVEMENT FAILURES AND NO GUARANTEES ARE GIVEN.

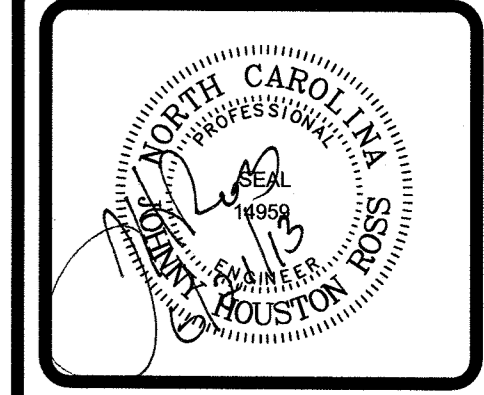
ENGINEERING
 P.O. BOX 551
 Alpharetta, GA 30009
 (704) 882-4222
 www.egonline.net

NO.	DATE	BY	ISSUE

**ATHERTON ESTATES
 SUBDIVISION**
 KEN CHAPMAN
 521 E. MOREHEAD ST., SUITE 400
 CHARLOTTE, NC 28202

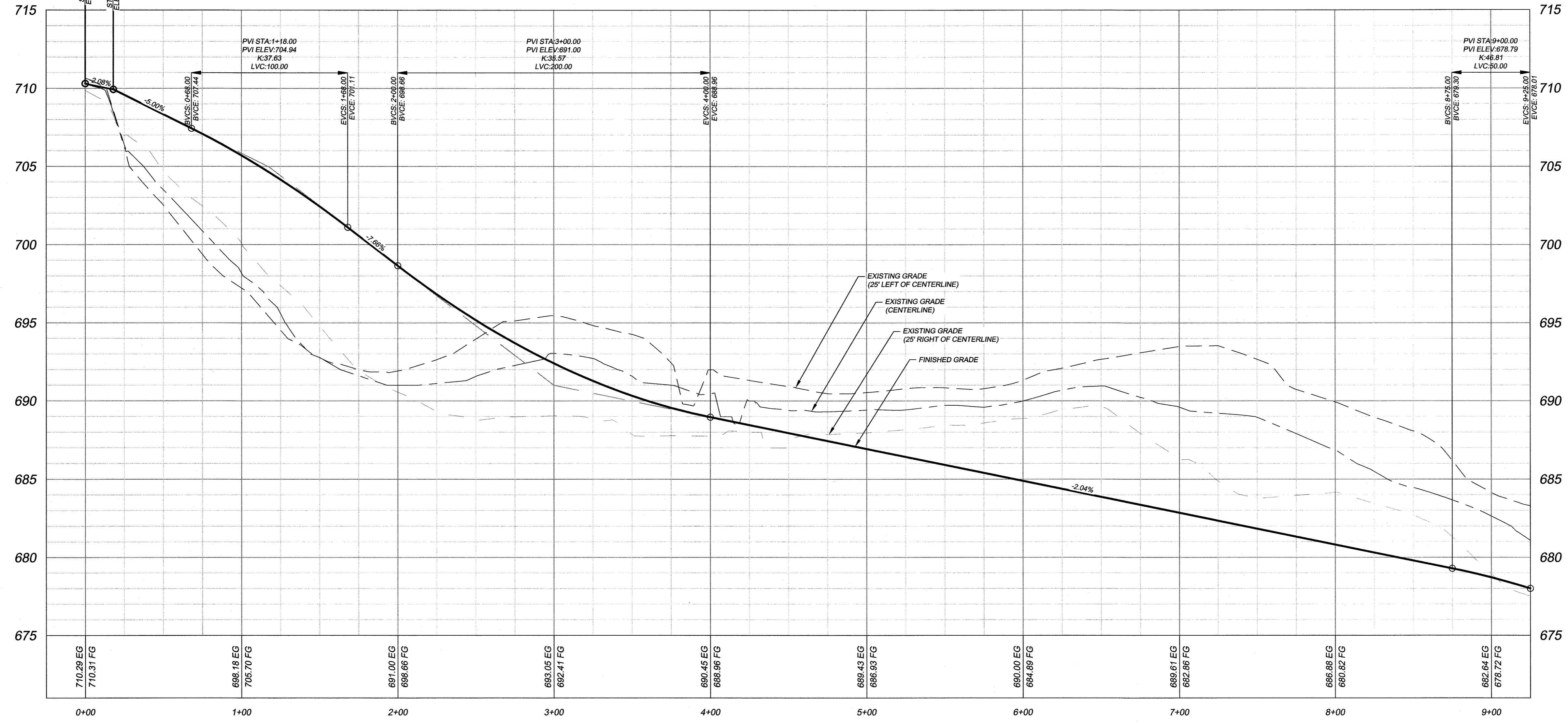
**WEDDINGTON ROAD
 WIDENING
 CROSS-SECTIONS**

DESIGNED BY	JLR	CHECKED BY	JHR
DRAWN BY	JLR	JOB NUMBER	4878
DATE	06/21/13		
Scale	AS SHOWN		

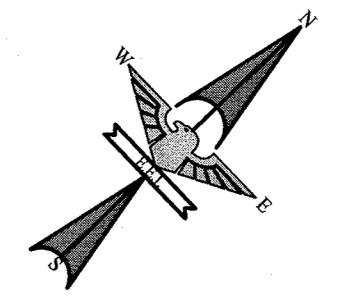
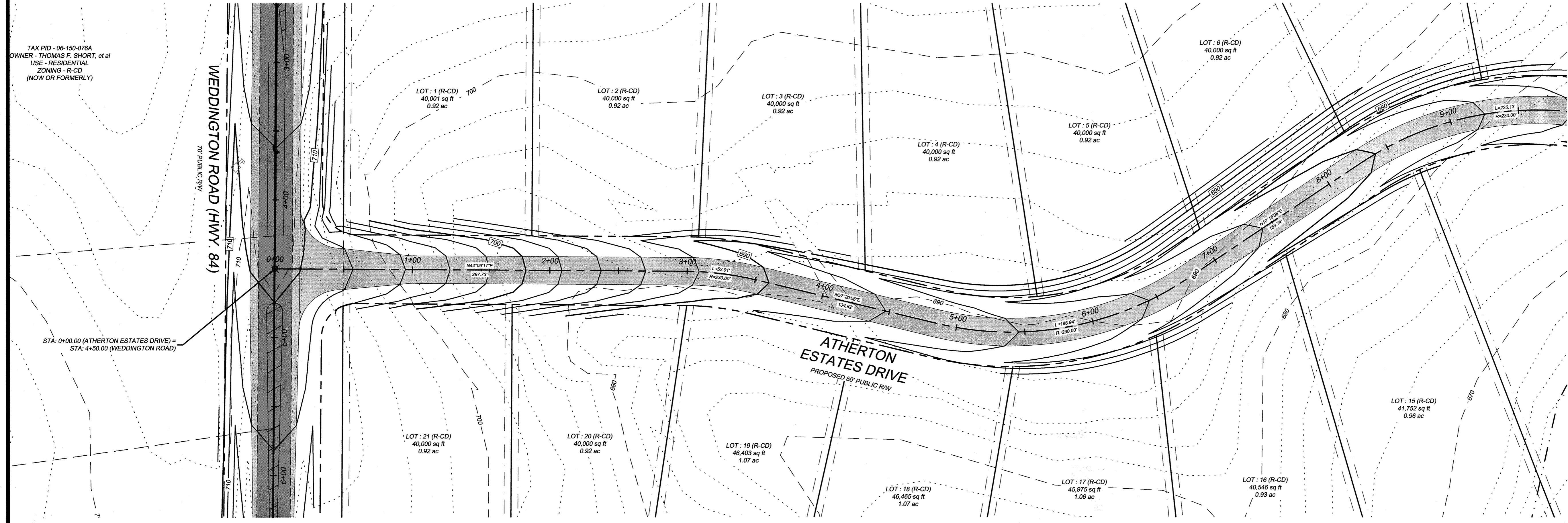


Sheet
C-4.1

ATHERTON ESTATES DRIVE PROFILE



VERTICAL SCALE
(IN FEET)
1 inch = 4' ft.



GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

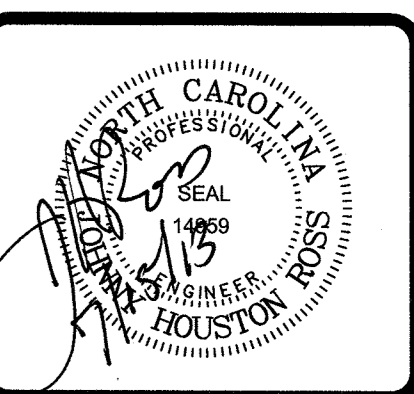


NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UCP/TOWN OF WEDDINGTON COMMENTS

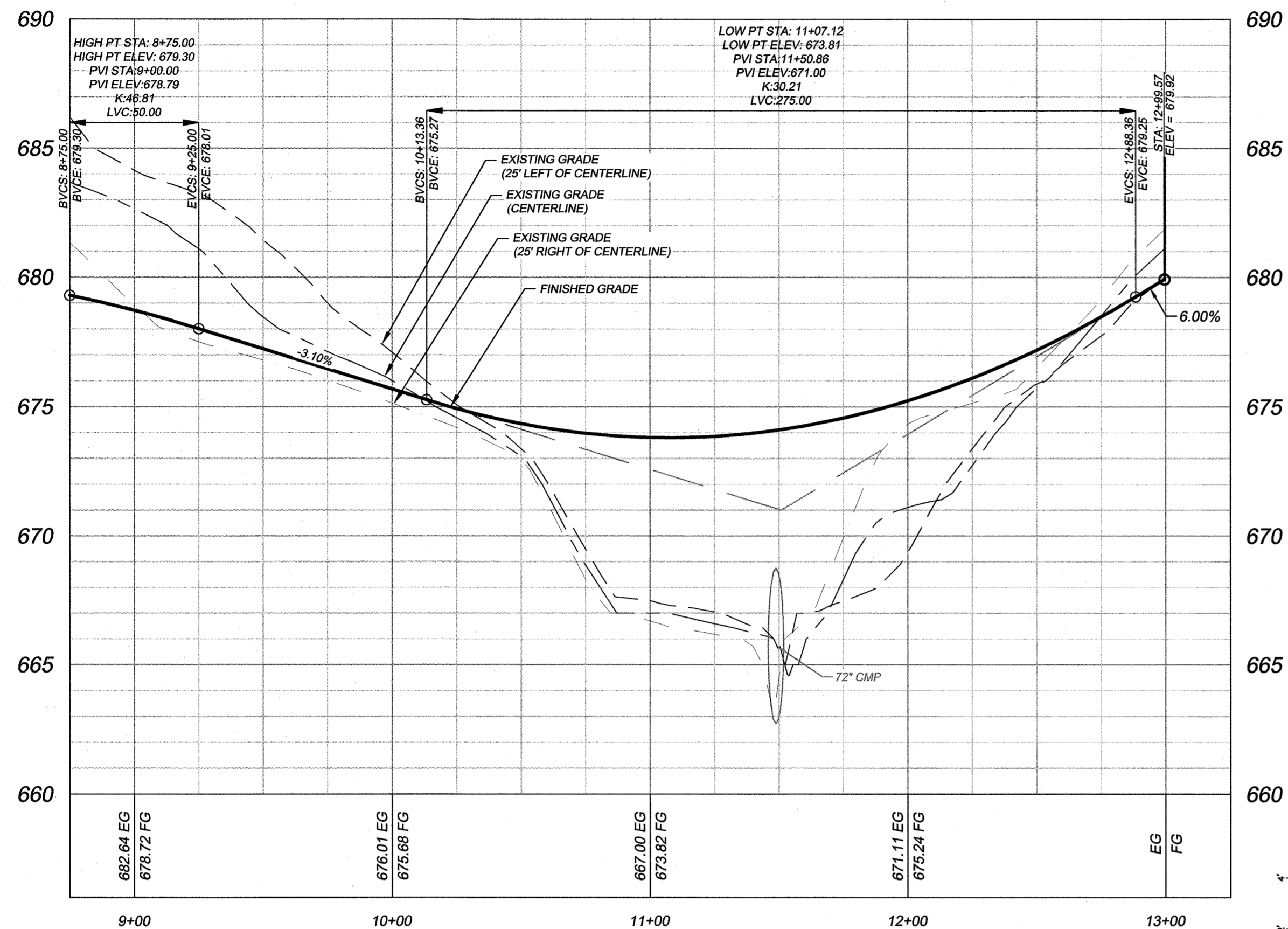
ATHERTON ESTATES SUBDIVISION
DEVELOPER: KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

DESIGNED BY	DRAWN BY	CHECKED BY	JOB NUMBER
JLR	JLR	JHR	4878

DATE: 06/21/13



ATHERTON ESTATES DRIVE PROFILE



Culvert Report

Hydrow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Wednesday, Jun 28 2013

ATHERTON ESTATES DRIVE CULVERT

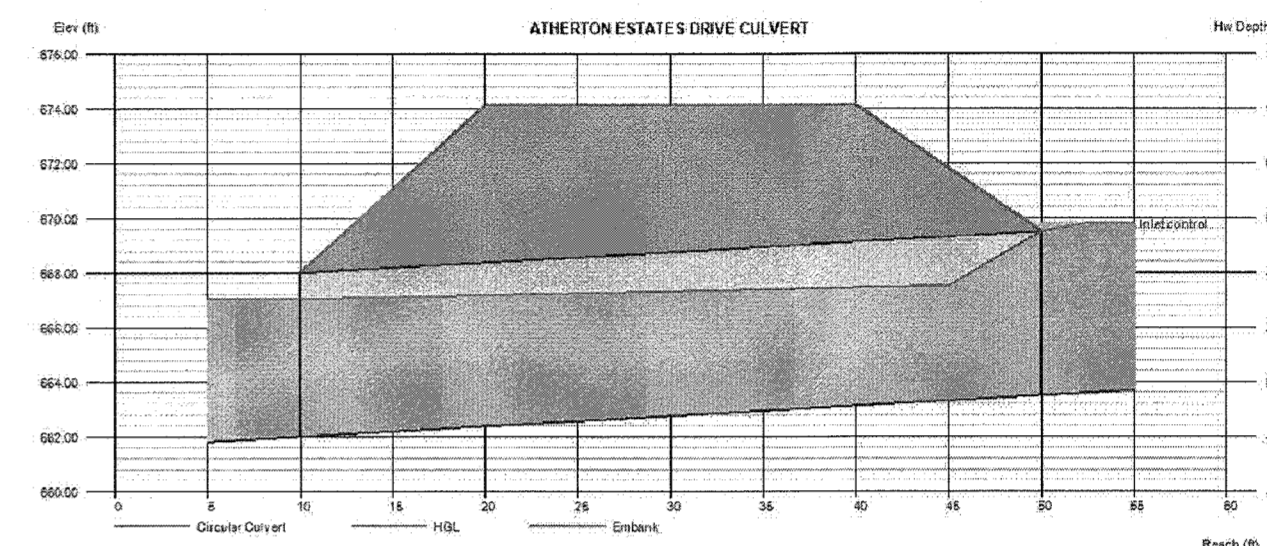
Invert Elev Dn (ft) = 662.00
 Pipe Length (ft) = 40.00
 Slope (%) = 3.75
 Invert Elev Up (ft) = 663.50
 Rise (in) = 72.0
 Shape = Circular
 Span (in) = 72.0
 No. Barrels = 1
 n-Value = 0.024
 Culvert Type = Circular Corrugate Metal Pipe
 Culvert Entrance = Headwall
 Coeff. K, M, c, Y, k = 0.0078, 2, 0.0379, 0.69, 0.5

Calculations
 Qmin (cfs) = 223.48
 Qmax (cfs) = 223.48
 Tailwater Elev (ft) = (dc+D)/2

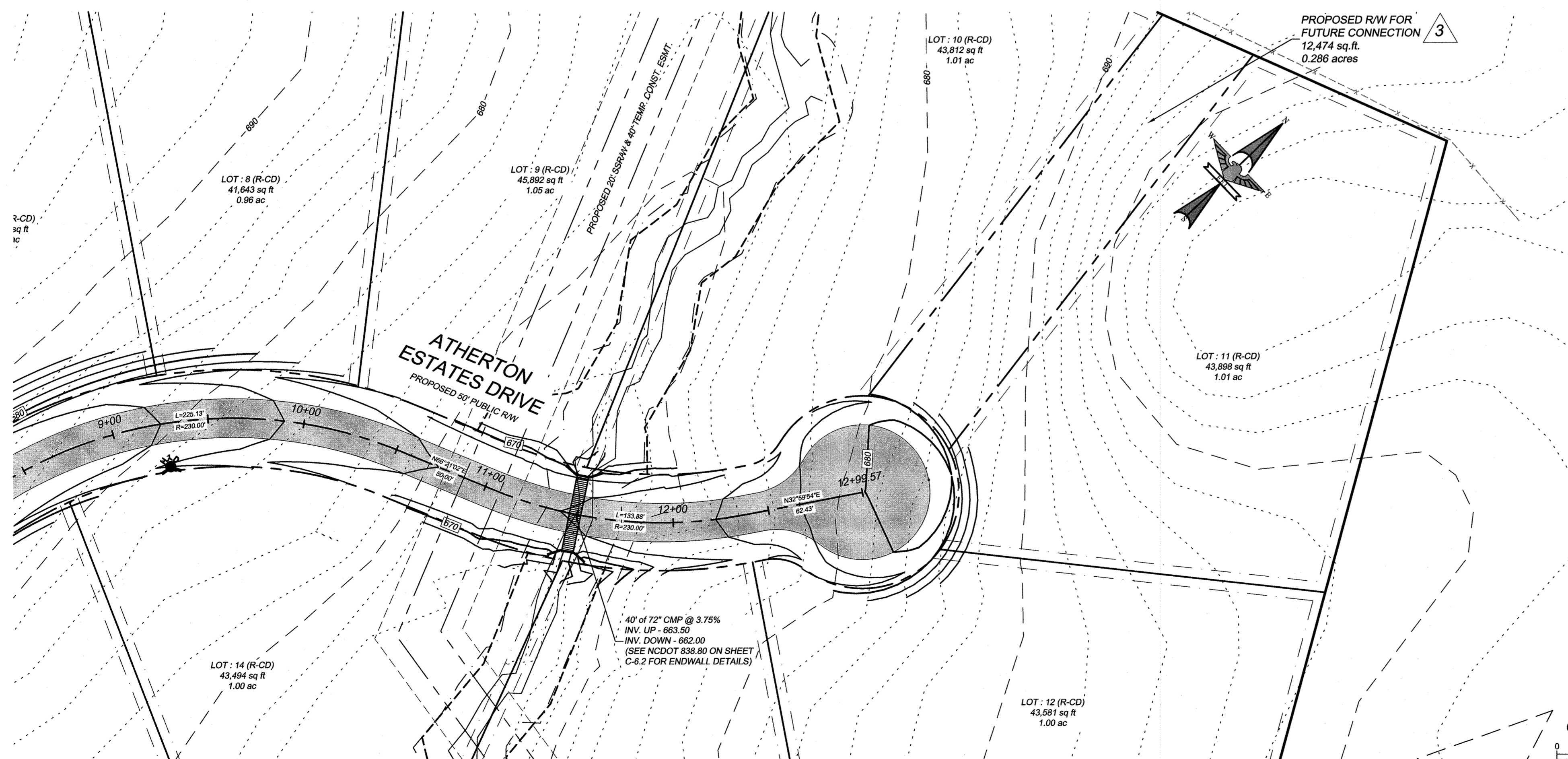
Highlighted
 Qtotal (cfs) = 223.48
 Qpipe (cfs) = 223.48
 Qinvert (cfs) = 0.00
 Veloc Dn (ft/s) = 8.81
 Veloc Up (ft/s) = 10.89
 HGL Dn (ft) = 667.04
 HGL Up (ft) = 667.59
 Hw Elev (ft) = 669.81
 Hw/D (ft) = 1.05
 Flow Regime = Inlet Control

Embankment

Top Elevation (ft) = 674.10
 Top Width (ft) = 20.00
 Crest Width (ft) = 0.00



NOTE:
 CORRUGATED METAL PIPE SHALL BE PROVIDED BY A VENDOR THAT PARTICIPATES IN THE NCDOT BRAND REGISTRATION PROGRAM. REFERENCE SECTION 300 & 1032-1 OF THE NCDOT 2012 STANDARD SPECIFICATIONS



ENGINEERING

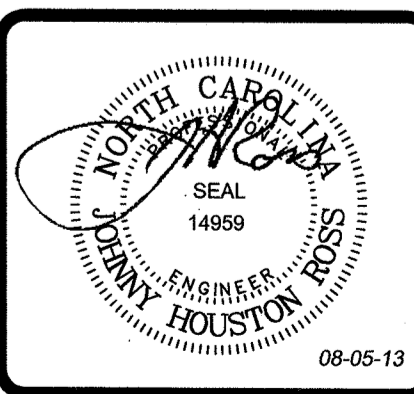
F.O. BOX 551
 Alpharetta, GA 30009
 (770) 882-4222
 www.egonlinet.com

NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UCP/TOWN OF WEDDINGTON COMMENTS
2.	07/29/13	JLR	ADDRESS TOWN OF WEDDINGTON ENGINEERING COMMENTS
3.	08/05/13	JLR	REVISE LOTS 10 & 11 / FUTURE R/W CONFIGURATION PER CLIENT

ATHERTON ESTATES SUBDIVISION
 DEVELOPER: KEN CHAPMAN
 521 E. MOREHEAD ST., SUITE 400
 CHARLOTTE, NC 28202

ATHERTON ESTATES DRIVE PLAN & PROFILE

DESIGNED BY	JLR	CHECKED BY	JHR
DRAWN BY	JLR	DATE	06/21/13
SCALE	AS SHOWN	JOB NUMBER	4878



Sheet
C-4.3

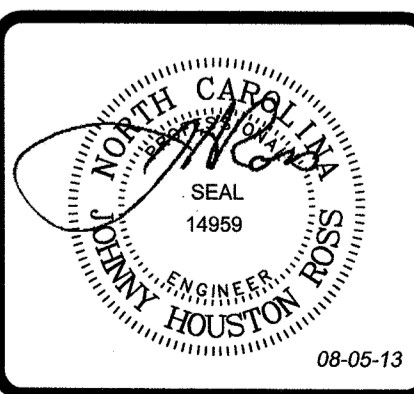
NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UPGRADE/TOWN OF WEDDINGTON COMMENTS
2.	08/05/13	JLR	REVISE LOTS 10 & 11 / FUTURE RW CONFIGURATION PER CLIENT

**ATHERTON ESTATES
 SUBDIVISION**
 DEVELOPER: KEN CHAPMAN
 521 E. MOREHEAD ST., SUITE 400
 CHARLOTTE, NC 28202

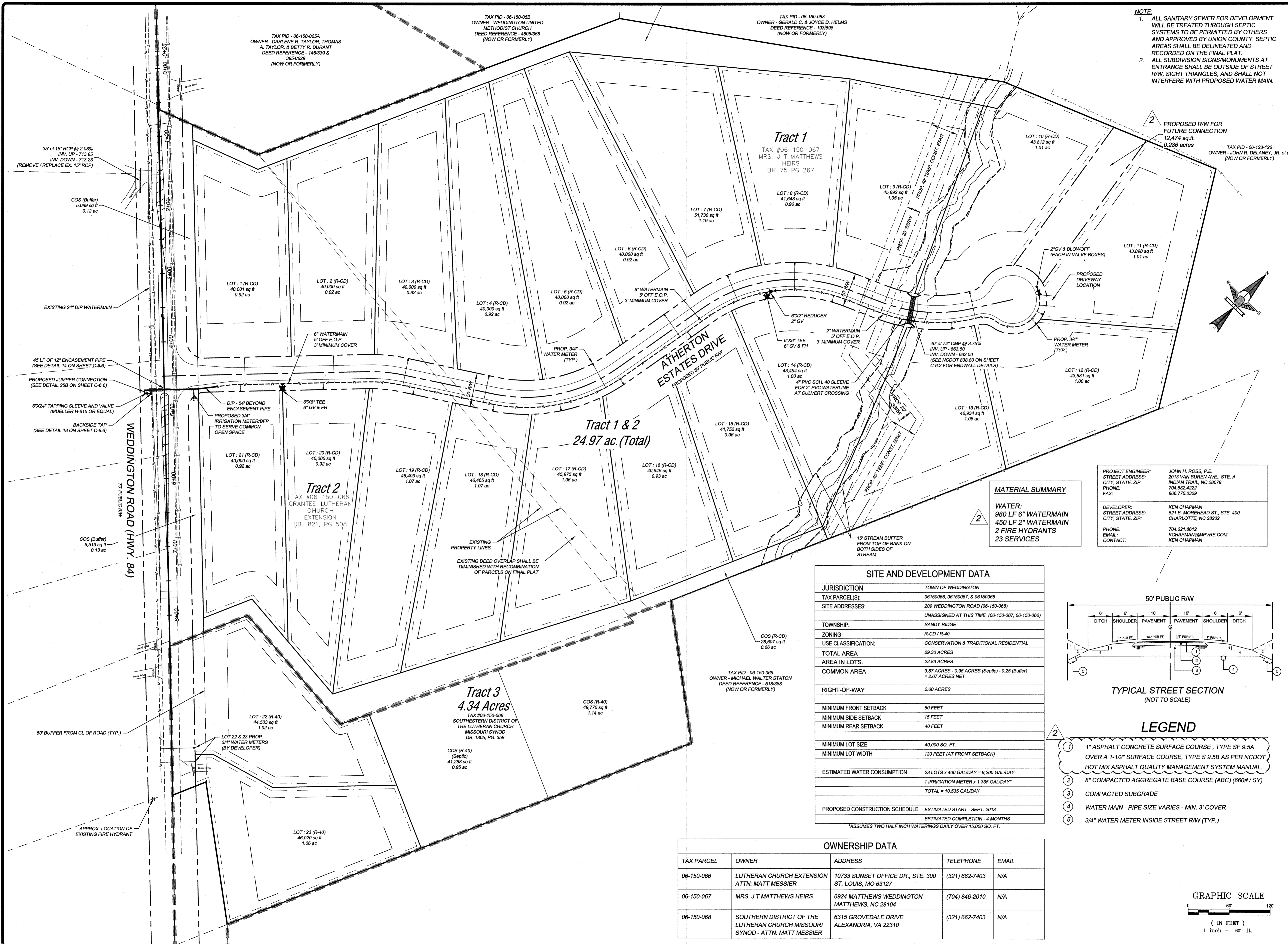
UTILITY PLAN

DISCLOSED BY	DRAWN BY	CHECKED BY	JOB NUMBER
JLR	JLR	JHR	4878

DATE: 06/21/13



- NOTE:**
- ALL SANITARY SEWER FOR DEVELOPMENT WILL BE TREATED THROUGH SEPTIC SYSTEMS TO BE PERMITTED BY OTHERS AND APPROVED BY UNION COUNTY. SEPTIC AREAS SHALL BE DELINEATED AND RECORDED ON THE FINAL PLAT.
 - ALL SUBDIVISION SIGNS/MONUMENTS AT ENTRANCE SHALL BE OUTSIDE OF STREET RW, SIGHT TRIANGLES, AND SHALL NOT INTERFERE WITH PROPOSED WATER MAIN.



MATERIAL SUMMARY

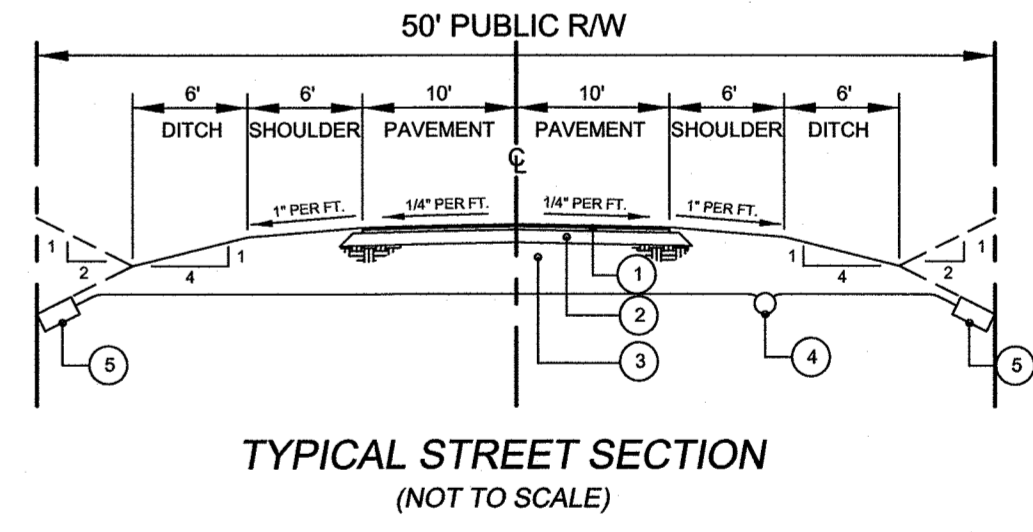
WATER:
 980 LF 6" WATERMAIN
 450 LF 2" WATERMAIN
 2 FIRE HYDRANTS
 23 SERVICES

PROJECT ENGINEER: JOHN H. ROSS, P.E.
 STREET ADDRESS: 2013 VAN BUREN AVE., STE. A
 CITY, STATE, ZIP: INDIAN TRAIL, NC 28079
 PHONE: 704.882.4222
 FAX: 866.775.0329

DEVELOPER: KEN CHAPMAN
 STREET ADDRESS: 521 E. MOREHEAD ST., STE. 400
 CITY, STATE, ZIP: CHARLOTTE, NC 28202
 PHONE: 704.621.8612
 EMAIL: KCHAPMAN@MPVRE.COM
 CONTACT: KEN CHAPMAN

SITE AND DEVELOPMENT DATA

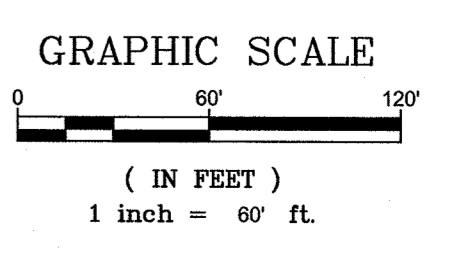
JURISDICTION:	TOWN OF WEDDINGTON
TAX PARCEL(S):	06150066, 06150067, & 06150068
SITE ADDRESSES:	209 WEDDINGTON ROAD (06-150-068)
TOWNSHIP:	UNASSIGNED AT THIS TIME (06-150-067, 06-150-068)
ZONING:	SANDY RIDGE
USE CLASSIFICATION:	R-CD / R-40
TOTAL AREA:	CONSERVATION & TRADITIONAL RESIDENTIAL
AREA IN LOTS:	29.30 ACRES
COMMON AREA:	22.83 ACRES
RIGHT-OF-WAY:	3.87 ACRES - 0.95 ACRES (Septic) - 0.25 (Buffer) = 2.67 ACRES NET
MINIMUM FRONT SETBACK:	2.60 ACRES
MINIMUM SIDE SETBACK:	50 FEET
MINIMUM REAR SETBACK:	15 FEET
MINIMUM LOT SIZE:	40 FEET
MINIMUM LOT WIDTH:	40,000 SQ. FT.
ESTIMATED WATER CONSUMPTION:	120 FEET (AT FRONT SETBACK)
PROPOSED CONSTRUCTION SCHEDULE:	23 LOTS x 400 GAL/DAY = 9,200 GAL/DAY 1 IRRIGATION METER x 1,335 GAL/DAY* TOTAL = 10,535 GAL/DAY
ESTIMATED START:	SEPT. 2013
ESTIMATED COMPLETION:	4 MONTHS
*ASSUMES TWO HALF INCH WATERINGS DAILY OVER 16,000 SQ. FT.	



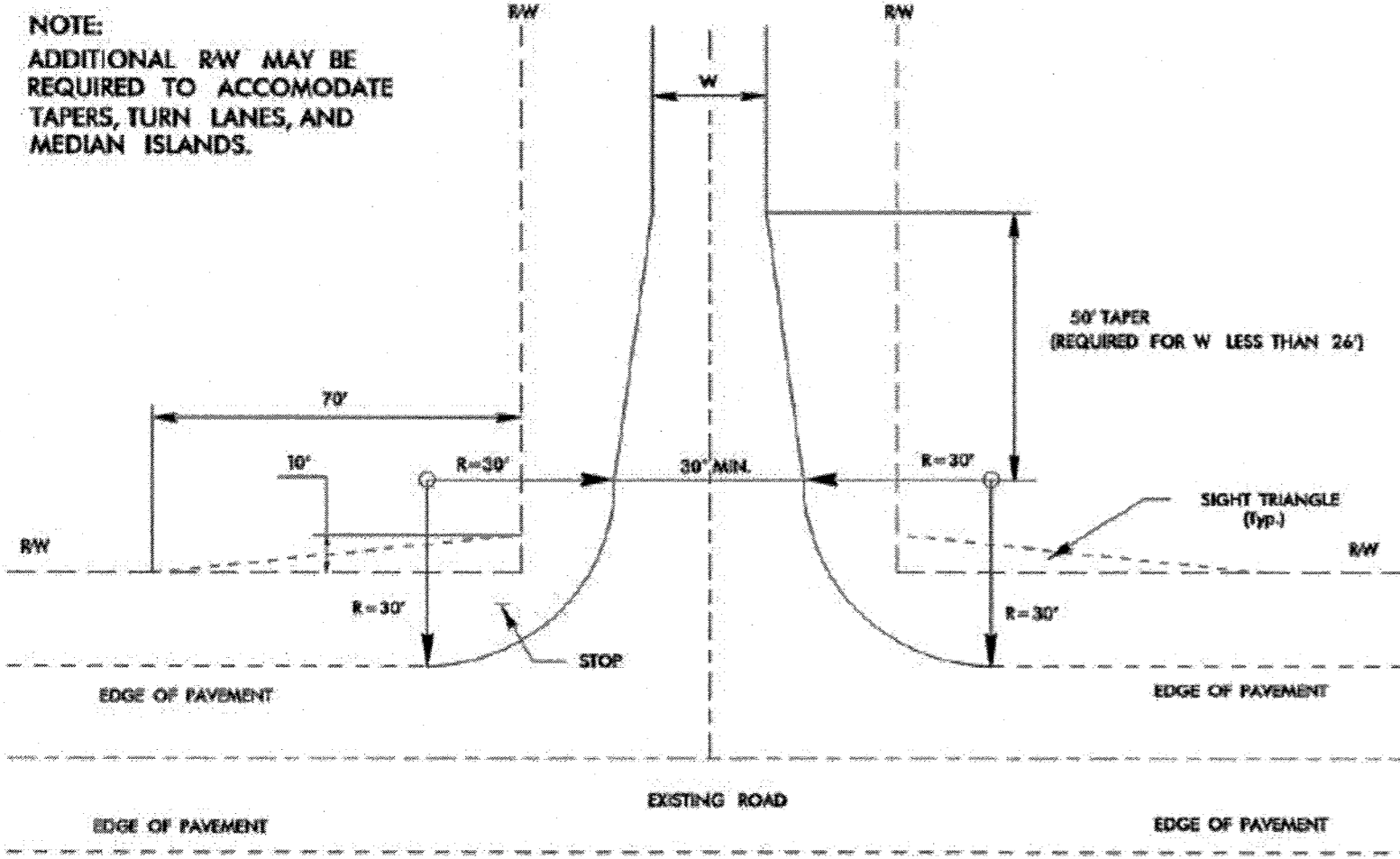
- LEGEND**
- 1" ASPHALT CONCRETE SURFACE COURSE, TYPE SF 9.5A OVER A 1-1/2" SURFACE COURSE, TYPE S 9.5B AS PER NCDOT HOT MIX ASPHALT QUALITY MANAGEMENT SYSTEM MANUAL.
 - 8" COMPACTED AGGREGATE BASE COURSE (ABC) (660# / SY)
 - COMPACTED SUBGRADE
 - WATER MAIN - PIPE SIZE VARIES - MIN. 3" COVER
 - 3/4" WATER METER INSIDE STREET RW (TYP.)

OWNERSHIP DATA

TAX PARCEL	OWNER	ADDRESS	TELEPHONE	EMAIL
06-150-066	LUTHERAN CHURCH EXTENSION ATTN: MATT MESSIER	10733 SUNSET OFFICE DR., STE. 300 ST. LOUIS, MO 63127	(321) 662-7403	N/A
06-150-067	MRS. J T MATTHEWS HEIRS	6924 MATTHEWS WEDDINGTON MATTHEWS, NC 28104	(704) 846-2010	N/A
06-150-068	SOUTHERN DISTRICT OF THE LUTHERAN CHURCH MISSOURI SYNOD - ATTN: MATT MESSIER	6315 GROVEDALE DRIVE ALEXANDRIA, VA 22310	(321) 662-7403	N/A

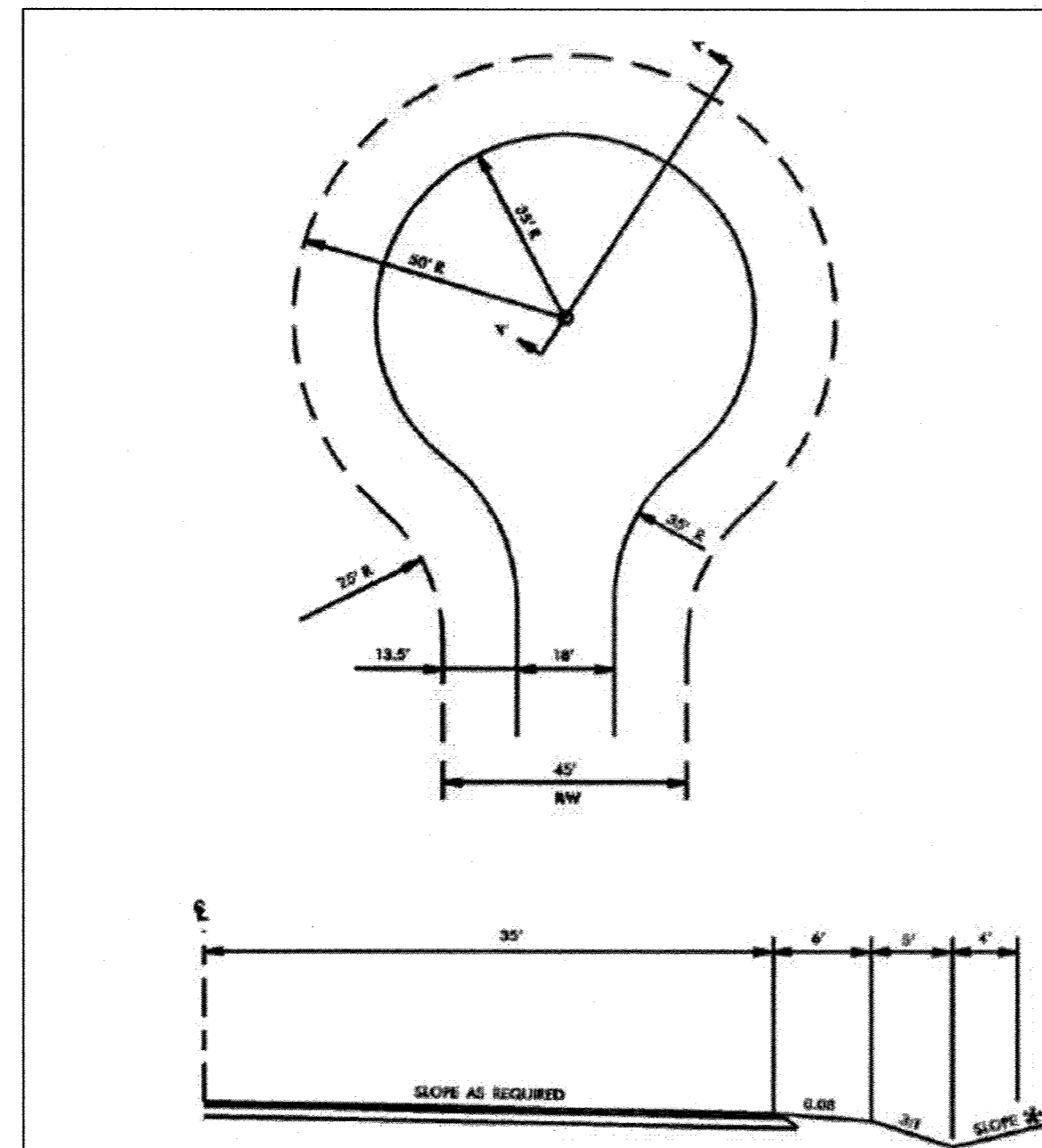


NOTE:
ADDITIONAL RW MAY BE
REQUIRED TO ACCOMMODATE
TAPERS, TURN LANES, AND
MEDIAN ISLANDS.



NOTE: Drainage easements may be required to accommodate drainage beyond the right-of-way.

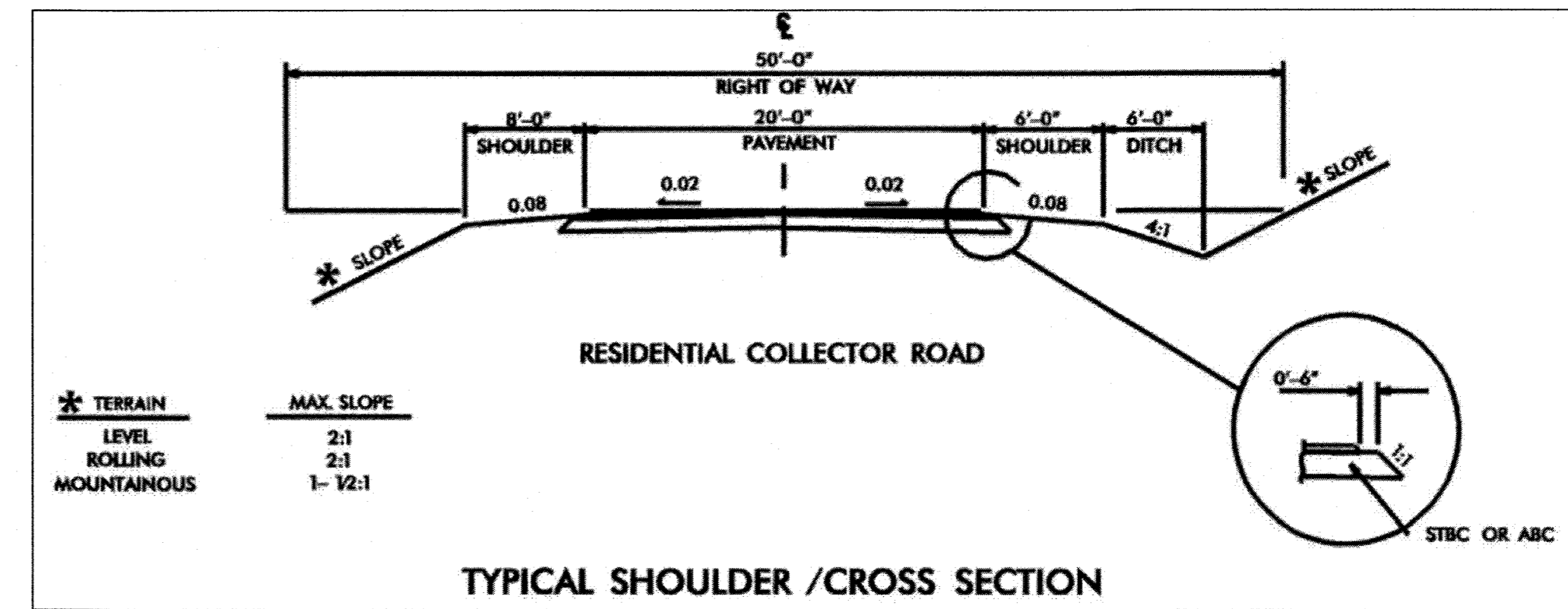
FIGURE 4
RECOMMENDED ROAD CONNECTION
NEW RESIDENTIAL LOCAL ROAD OR RESIDENTIAL
COLLECTOR ROAD AND EXISTING STATE MAINTAINED
ROAD
STOP CONDITION



TERRAIN	MAX. SLOPE
LEVEL	2:1
ROLLING	2:1
MOUNTAINOUS	1-12:1

SECTION AA

FIGURE 8
SYMMETRICAL CUL-DE-SAC
NO CURB & GUTTER



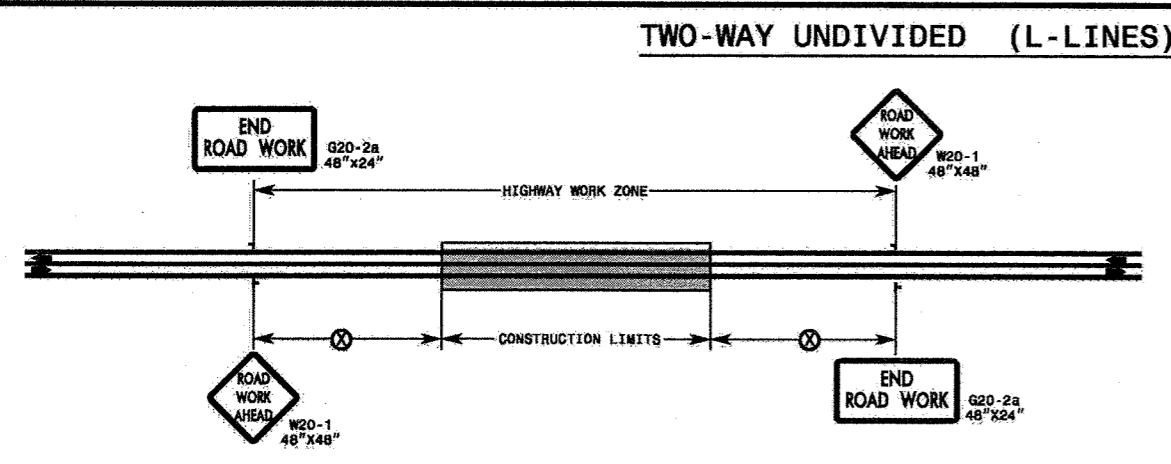
TERRAIN	MAX. SLOPE
LEVEL	2:1
ROLLING	2:1
MOUNTAINOUS	1-12:1

RESIDENTIAL COLLECTOR ROAD
TYPICAL SHOULDER /CROSS SECTION

NO. DATE BY ISSUE

**ATHERTON ESTATES
SUBDIVISION**
KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

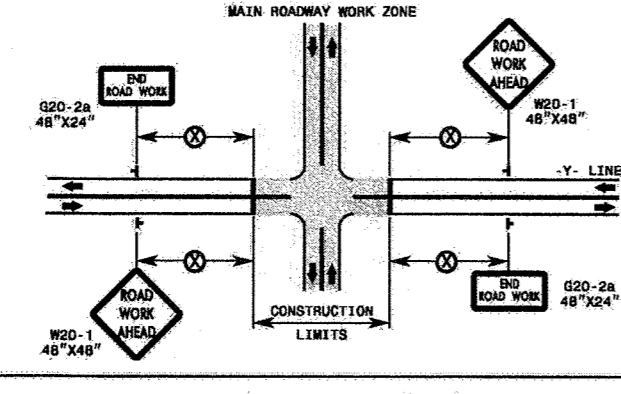
STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.



POSTED SPEED LIMIT (MPH)	RECOMMENDED MINIMUM SIGN SPACINGS
≤ 50	800'
55	1000'

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAYS INTERSECTING ALONG 2 WAY UNDIVIDED WORK ZONE (Y-LINES)



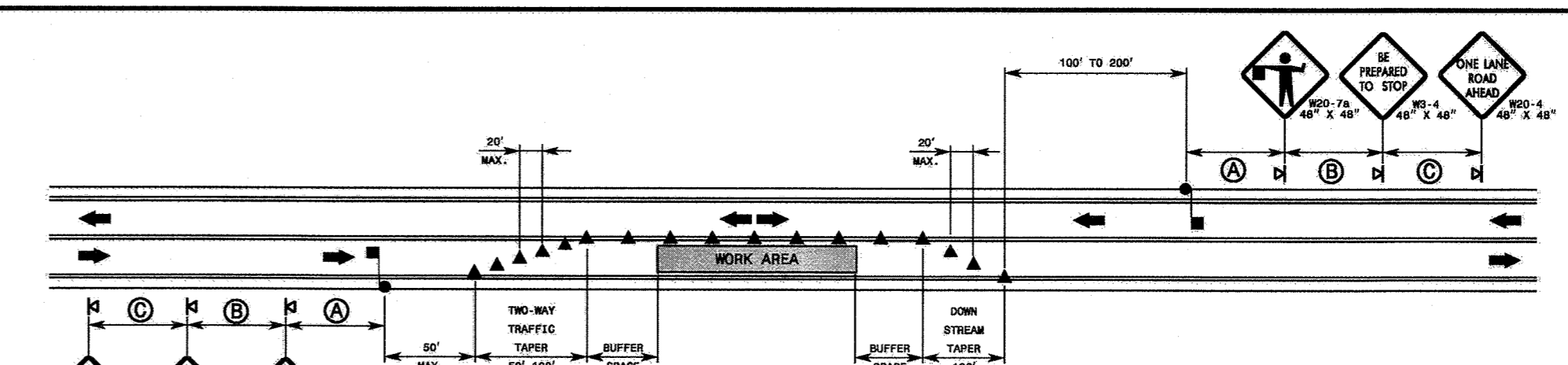
- GENERAL NOTES**
- USE FLUORESCENT ORANGE SHEETING (TYPE VII OR HIGHER) ON ALL ADVANCED WORK ZONE SIGNS.
 - DO NOT INSTALL ADVANCE WARNING SIGNS MORE THAN 3 DAYS PRIOR TO BEGINNING OF WORK, UNLESS COVERED.
 - SIGNS SHOWN ARE REQUIRED FOR WORK ZONES THAT WILL REMAIN IN EFFECT OVERNIGHT. FOR SHORT-TERM DAILY MAINTENANCE TYPE OPERATIONS, THIS SIGNING APPLICATION IS OPTIONAL; MAY USE ONLY APPLICABLE ROADWAY STANDARD DRAWINGS INSTEAD. HOWEVER, IF THIS SIGNING APPLICATION IS USED, SIGNS MAY BE PORTABLE MOUNTED.
 - ALL SIGN SPACING DIMENSIONS ARE APPROXIMATE, FIELD ADJUST AS NECESSARY OR AS DIRECTED.
 - USE 3LB STEEL U-CHANNEL POST OR 4" X 4" WOOD POST FOR ALL WORK ZONE SIGNS. 3LB STEEL U-CHANNEL POSTS MUST MEET THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 1004-1(B), MAY BE GALVANIZED STEEL, OR MAY BE PAINTED GREEN BY THE POST MANUFACTURER. SQUARE STEEL TUBING POSTS HAVING EQUIVALENT STRENGTH OF THE 3 LB STEEL U-CHANNEL POST ARE ALSO ACCEPTABLE FOR USE. ERECT SIGNS PER ROADWAY STANDARD DRAWING 1110.01. PAYMENT FOR WOOD POSTS, 3LB STEEL U-CHANNEL AND SQUARE STEEL TUBING POSTS WITH SIGNS WILL BE MADE ACCORDING TO STANDARD SPECIFICATION "WORK ZONE SIGNS" SECTION 1110.
 - WHEN NECESSARY, USE SPLICING IN ACCORDANCE WITH ROADWAY STANDARD DRAWING NO. 1110.01.
 - DO NOT BACK BRACE SIGN SUPPORTS.

LEGEND

+	STATIONARY SIGN
→	DIRECTION OF TRAFFIC FLOW

ENGLISH STANDARD DRAWING FOR
DETAIL DRAWING FOR TWO-WAY UNDIVIDED
WORK ZONE WARNING SIGNS
SHEET 3 OF 3
1101.01

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.



ENGLISH STANDARD DRAWING FOR
TEMPORARY LANE CLOSURES
2-LANE, 2-WAY ROADWAY-1 LANE CLOSED
SHEET 1 OF 15
1101.02

- GENERAL NOTES FOR FLAGGER OPERATIONS**
- REFER TO STD. 1101-11 SHEET 4 FOR SIGN SPACING.
 - INSTALL LANE CLOSURES WITH THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE UPSTREAM SIDE OF TRAFFIC.
 - REMOVE LANE CLOSURES AGAINST THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE DOWNSTREAM SIDE OF TRAFFIC.
 - PLACE CONES THRU THE WORK AREA AT THE MAXIMUM SPACING EQUAL IN FEET TO 2 TIMES THE POSTED SPEED LIMIT.
 - EXTEND LANE CLOSURES AT THE BUFFER SPACE SUCH THAT STOPPING SIGHT DISTANCE IS PROVIDED TO THE FLAGGER (REFER TO STD. 1101.11 SHEET 2).
 - DO NOT STOP TRAFFIC IN ANY ONE DIRECTION FOR MORE THAN 5 MINUTES AT A TIME.
 - DRUMS OR SKYNY DRUMS MAY BE USED IN LIEU OF CONES. REFER TO ROADWAY STANDARD.
 - USE FLAGGERS TO CONTROL TRAFFIC AT INTERSECTIONS AFFECTED BY THE LANE CLOSURE. SUPPLEMENT FLAGGERS LOCATED AT INTERSECTIONS WITH FLAGGER AHEAD SIGNS (W20-7a) PLACED APPROXIMATELY 500 FT. IN ADVANCE OF THE FLAGGER. FOR SIGNALIZED INTERSECTIONS PLACE SIGNALS IN THE FLASH MODE AND RECOMMEND THE USE OF LAW ENFORCEMENT.
 - REFER TO 2009 MUTCD, CHAPTER 6, FOR FLAGGER CONTROL, REQUIREMENTS, AND PROCEDURES.
 - DO NOT EXCEED A 1 MILE LANE CLOSURE LENGTH UNLESS OTHERWISE SHOWN IN THE TMP OR AS DIRECTED BY THE ENGINEER.

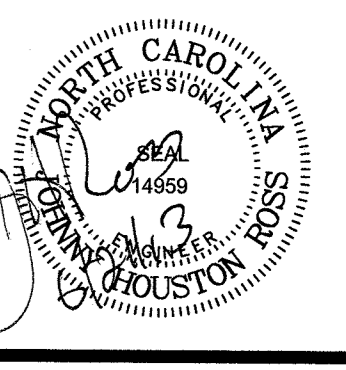
- GENERAL NOTES FOR PILOT CAR OPERATIONS**
- USE PILOT CARS WHEN DIRECTED BY THE ENGINEER.
 - IF ROADWAY WIDTH IS LESS THAN 22 FEET (EOP TO EOP), CONES MAY NOT BE REQUIRED ALONG WORK AREA AND AT THE DISCRETION OF THE ENGINEER, CONES MAY BE OMITTED ALONG THE WORK AREA 1/2 USING A PILOT CAR.
 - CONES ARE ALWAYS REQUIRED IN THE UPSTREAM AND DOWNSTREAM TAPERS.
 - MOUNT SIGN R20-4 "PILOT CAR FOLLOW ME" AT A CONSPICUOUS POSITION ON THE REAR OF THE PILOT VEHICLE.
 - DO NOT INSTALL MORE THAN ONE (1) MILE OF LANE CLOSURE, MEASURED FROM THE BEGINNING OF THE BUFFER TAPER TO THE END OF THE LANE CLOSURE.
 - ADVISE RESIDENTS AND BUSINESSES WITHIN THE LANE CLOSURE LIMITS ABOUT METHODS OF SAFE EGRESS AND INGRESS FROM DRIVEWAYS DURING FLAGGING AND PILOT CAR OPERATIONS.

LEGEND

+	FLAGGER
▲	CONE
◀	PORTABLE SIGN
→	DIRECTION OF TRAFFIC FLOW

ENGLISH STANDARD DRAWING FOR
TEMPORARY LANE CLOSURES
2-LANE, 2-WAY ROADWAY-1 LANE CLOSED
SHEET 1 OF 15
1101.02

**NCDOT
DETAILS**
DESIGNED BY: JLR
DRAWN BY: JLR
CHECKED BY: JHR
DATE: 08/21/13
JOB NUMBER: 4878
SCALE: AS SHOWN



Sheet
C-6.0

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR TRAFFIC CONTROL DESIGN TABLES SPACING OF TEMPORARY SIGNS IN SERIES

1-12

1101.11

SHEET 4 OF 4

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR TRAFFIC CONTROL DESIGN TABLES SPACING OF TEMPORARY SIGNS IN SERIES

1-12

1101.11

SHEET 4 OF 4

ADVANCE WARNING SIGN SPACING CHART

POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS (FEET)		
	(A)	(B)	(C)
≤ 35	200	200	200
40-50	350	350	350
55	500	500	500
CONTROLLED ACCESS ROADS (≤ 55)	1000	1500	2700

STATIONARY OR PORTABLE SIGNS

GENERAL NOTES

- REFER TO 2009 MUTCD.
- USE THIS STANDARD DRAWING IN CONJUNCTION WITH OTHER TRAFFIC CONTROL ROADWAY STANDARD DRAWINGS WHERE SIGN SPACING DISTANCES A, B, C, ARE SPECIFIED.
- APPLY THE ADVANCE WARNING SIGN SPACING CHART WHERE A SERIES OF 2 OR MORE SIGNS ARE USED. ALL SIGN SPACING DIMENSIONS ARE APPROXIMATE. FIELD ADJUST AS VARIOUS CONDITIONS OCCUR, SUCH AS LIMITED SIGHT DISTANCE, OBSTRUCTION INTERFERENCE, ETC.

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS LINE TYPES AND OFFSETS

1-12

1205.01

SHEET 1 OF 2

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS LINE TYPES AND OFFSETS

1-12

1205.01

SHEET 1 OF 2

CONTINUOUS LINES

- EDGE LINE: YELLOW OR WHITE, 4" / 6"
- LANE LINE: WHITE, 4" / 6"
- CENTER LINE: YELLOW, 4" / 6"
- GORE LINE: WHITE, 8" / 12"
- DIAGONAL LINE: YELLOW OR WHITE, 12" 45 MPH OR HIGHER, 6" LESS THAN 45 MPH
- CROSSWALK LINE: WHITE, 8" TRANSVERSE, 24" LONGITUDINAL
- RxR LINE: WHITE, 16"
- STOP OR TRANSVERSE BAR: WHITE, 24"

10'-30'/SP SKIP LINE

UNLESS OTHERWISE SHOWN, USE 10'-30'/SP SKIPS FOR SKIP LANE LINES AND SKIP CENTER LINES.

2'-6'/SP MINI-SKIP LINE

UNLESS OTHERWISE SHOWN, USE 2'-6'/SP MINI-SKIPS FOR LANE LINE EXTENSIONS THROUGH INTERSECTIONS, EDGE LINE EXTENSIONS THROUGH INTERSECTIONS AND MINI-SKIPS USED FOR BICYCLE LANE LINES.

3'-3'/SP MINI-SKIP LINE

UNLESS OTHERWISE SHOWN, USE 3'-3'/SP MINI-SKIPS FOR THE WHITE EDGE LINE EXTENSIONS AT ROADABOUTS.

3'-9'/SP MINI-SKIP LINE

UNLESS OTHERWISE SHOWN, USE 3'-9'/SP MINI-SKIPS FOR MINI-SKIP LANE LINES AND LINE EXTENSIONS THROUGH TAPERS.

GENERAL NOTES:

- USE 6" LANE, EDGE, AND CENTER LINES ON ALL FULL CONTROL OF ACCESS FACILITIES AND OTHER ROUTES AS DIRECTED BY THE ENGINEER.
- LANE LINES INDICATED AS "WIDE" ON THE ROADWAY STANDARD DRAWINGS SHALL BE AT LEAST TWICE THE WIDTH OF THE NORMAL LINE.
- GORE LINES SHALL BE TWICE THE WIDTH OF THE NORMAL LINE.

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS LINE TYPES AND OFFSETS

1-12

1205.01

SHEET 2 OF 2

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS LINE TYPES AND OFFSETS

1-12

1205.01

SHEET 2 OF 2

EDGE LINE OFFSET DETAIL

2" MAX., REFER ALSO TO TABLE 1 E.O.T.

CENTER LINE OFFSET DETAIL

3" / 3" / 6"

LANE LINE OFFSET DETAIL

2" TOWARDS LEFT SIDE OF TRAVELWAY

TABLE 1

EDGE LINE OFFSETS FOR 2-LANE, 2-WAY ROADWAYS WITH UNPAVED SHOULDERS

WIDTH (W) OF TRAVEL PAVEMENT	MAX. EDGE LINE OFFSET FROM E.O.T.	MINIMUM LANE WIDTH (W)
16' - 18'	2"	8' - 9'
19'	4"	9'
20'	6"	9.5'
21'	8"	10'
22'	10"	10'
23'	10"	10.5'
24'	1'	11'
26'	2'	11'
28'	3'	12'
30'	3'	12'
32'	4'	12'

LEGEND

W = WIDTH OF TRAVEL LANE
E.O.T. = EDGE OF TRAVEL

• DIRECTION OF TRAFFIC FLOW

TWO-WAY UNDIVIDED ROADWAY

TWO-WAY UNDIVIDED ROADWAY WITH TWO-WAY LEFT TURN LANE

MULTI-LANE ROADWAY

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS TURN LANES

1-12

1205.05

SHEET 1 OF 1

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS TURN LANES

1-12

1205.05

SHEET 1 OF 1

DIRECT TAPER TURN LANE

END OF TAPER, TAPER, WHITE 3'-9'/SP MINI-SKIP LINE, WHITE LANE LINE, TURN LANE BAYS < 125 FT., WHITE 3'-9'/SP MINI-SKIP LINE, WHITE LANE LINE, TURN LANE BAY, ARROW CENTERED IN TURN LANE BAY

TURN LANE BAYS 125 - 250 FT.

WHITE LANE LINE, WHITE 3'-9'/SP MINI-SKIP LINE, TAPER, TURN LANE BAY

TURN LANE BAYS 250 FT. OR GREATER

WHITE LANE LINE, 250', CENTER BETWEEN FIRST AND LAST ARROWS, WHITE 3'-9'/SP MINI-SKIP LINE, TAPER, TURN LANE BAY

LEFT TURN LANE DEVELOPED FROM TWO-WAY TURN LANE

WHITE LANE LINE, 1/2 LENGTH OF BAY, CENTER BETWEEN FIRST AND LAST ARROWS, WHITE 3'-9'/SP MINI-SKIP LINE, TWO-WAY LEFT TURN LANE, TURN LANE BAY, 180'

DOUBLE TURN LANES

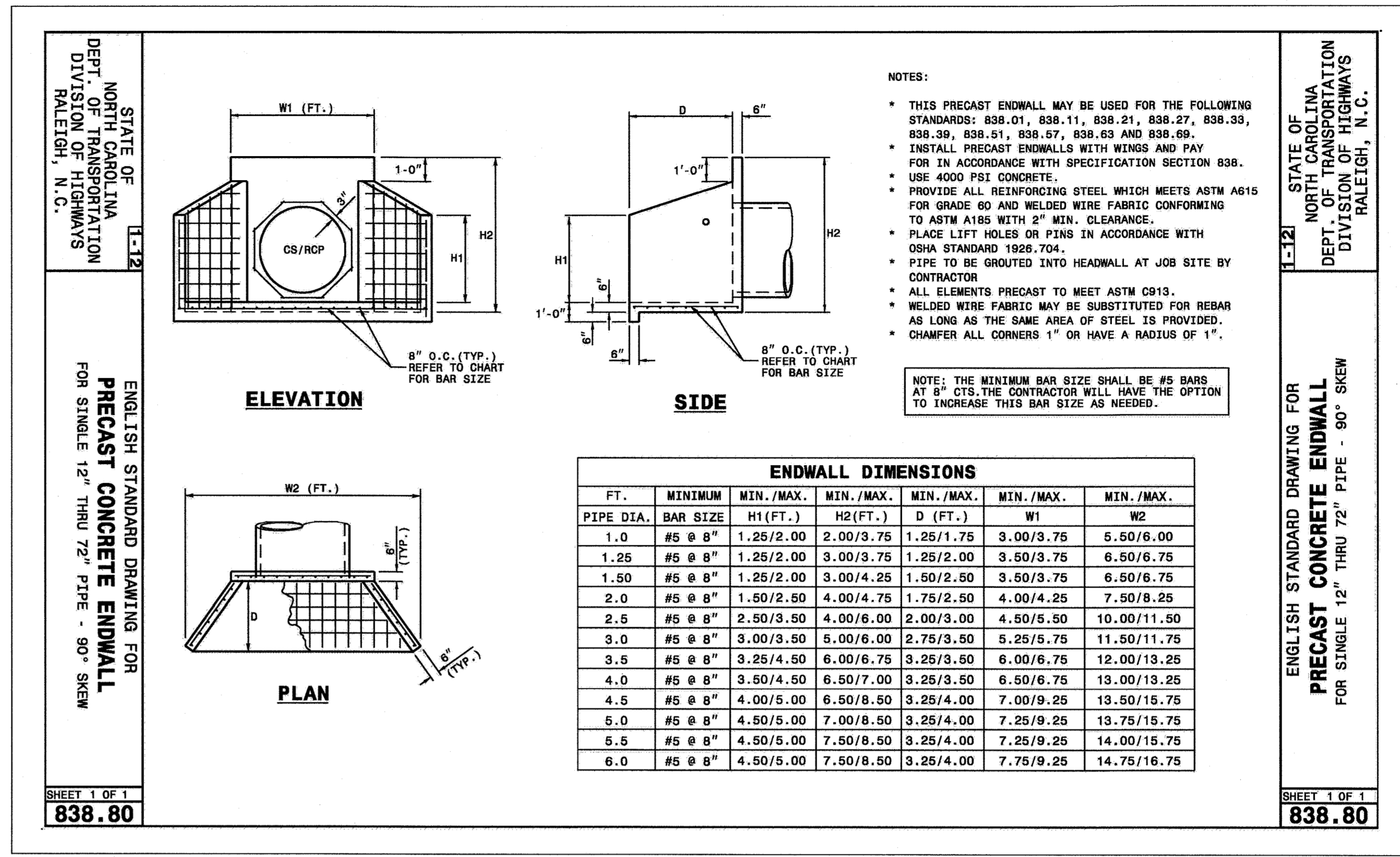
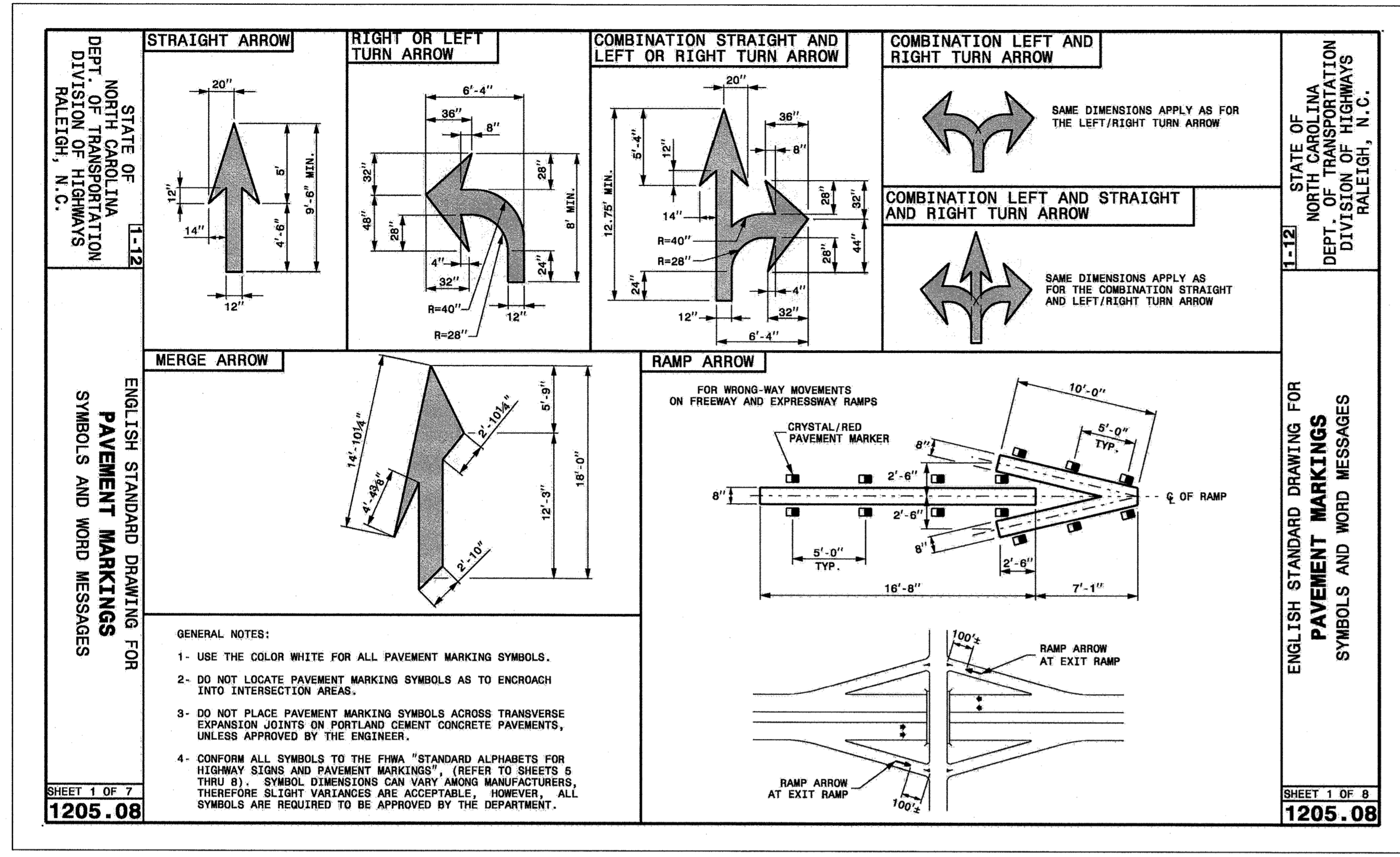
WHITE LANE LINE, 1/2 LENGTH OF BAY UP TO 125' MAX., WHITE LANE LINE, LENGTH OF BAY UP TO 250' MAX., WHITE SKIP LANE LINE, WHITE 3'-9'/SP MINI-SKIP LINE, WHITE 2'-6'/SP MINI-SKIP LINE, CENTER BETWEEN FIRST AND LAST ARROWS, TAPER, TURN LANE BAY

GENERAL NOTES:

- USE THE GUIDANCE SHOWN ABOVE IN CONJUNCTION WITH THE INTERSECTION GUIDANCE SHOWN ON ROADWAY STANDARD DRAWING 1205.04.
- THE NUMBER OF ARROWS SHOWN IS THE MINIMUM REQUIRED. USE ADDITIONAL ARROWS AS DIRECTED BY THE ENGINEER.

LEGEND

PAVEMENT MARKING SYMBOL



DEFINITION
A SMALL, TEMPORARY PONDING BASIN FORMED BY AN EMBANKMENT OR EXCAVATION TO CAPTURE SEDIMENT.

PURPOSE
TO OBTAIN SEDIMENT-LADEN RUNOFF AND TRAP THE SEDIMENT TO PROTECT RECEIVING STREAMS, LAKES, DRAINAGE SYSTEMS, AND PROTECT ADJACENT PROPERTY.

CONDITIONS WHERE PRACTICE APPLIES
SPECIFIC CRITERIA FOR INSTALLATION OF A TEMPORARY SEDIMENT TRAP ARE AS FOLLOWS:
- AT THE OUTLETS OF DIVERSIONS, CHANNELS, SLOPE DRAINS, OR OTHER RUNOFF CONVEYANCES THAT DISCHARGE SEDIMENT-LADEN WATER.
- BELOW AREAS THAT ARE DRAINING 5 ACRES OR LESS.
- WHERE ACCESS CAN BE MAINTAINED FOR SEDIMENT REMOVAL AND PROPER DISPOSAL.
- IN THE APPROACH TO A STORMWATER INLET LOCATED BELOW A DISTURBED AREA AS PART OF AN INLET PROTECTION SYSTEM.
- STRUCTURE LIFE LIMITED TO 2 YEARS.
A TEMPORARY SEDIMENT TRAP SHOULD NOT BE LOCATED IN AN INTERMITTENT OR PERENNIAL STREAM.

PLANNING CONSIDERATIONS
SELECT LOCATIONS FOR SEDIMENT TRAPS DURING SITE EVALUATION. NOTE NATURAL DRAINAGE DIVISIONS AND SELECT TRAP SITES SO THAT RUNOFF FROM POTENTIAL SEDIMENT-PRODUCING AREAS CAN EASILY BE DIVERTED INTO THE TRAPS. ENSURE THE DRAINAGE AREAS FOR EACH TRAP DOES NOT EXCEED 5 ACRES. INSTALL TEMPORARY SEDIMENT TRAPS BEFORE LAND DISTURBING TAKES PLACE WITHIN THE DRAINAGE AREA.

MAKE TRAPS READILY ACCESSIBLE FOR PERIODIC SEDIMENT REMOVAL AND OTHER NECESSARY MAINTENANCE. PLAN LOCATION FOR SEDIMENT DISPOSAL AS PART OF TRAP SITE SELECTION. CLEARLY DESIGNATE ALL DISPOSAL AREAS ON THE PLANS.

IN PREPARING PLANS FOR SEDIMENT TRAPS, IT IS IMPORTANT TO CONSIDER PROVISIONS TO PROTECT THE EMBANKMENT FROM FAILURE FROM STORM RUNOFF THAT EXCEEDS THE DESIGN CAPACITY. LOCATE BYPASS OUTLETS SO THAT FLOW WILL NOT DAMAGE THE EMBANKMENT. DIRECT EMERGENCY BYPASSES TO UNDISTURBED NATURAL STABLE AREAS. IF A BYPASS IS NOT POSSIBLE AND FAILURE WOULD HAVE SEVERE CONSEQUENCES, CONSIDER ALTERNATIVE SITES.

SEDIMENT TRAPPING IS ACHIEVED PRIMARILY BY SETTLING WITHIN A POOL FORMED BY AN EMBANKMENT. THE SEDIMENT POOL MAY ALSO BE FORMED BY EXCAVATION, OR BY A COMBINATION OF EXCAVATION AND EMBANKMENT. SEDIMENT TRAPPING EFFICIENCY IS A FUNCTION OF SURFACE AREA AND INFLOW RATE (PRACTICE 6.5). SEDIMENT BASINS, THEREFORE, MAXIMIZE THE SURFACE AREA IN THE DESIGN. BECAUSE POROUS BAFFLES IMPROVE THE FLOW DISTRIBUTION ACROSS THE BASIN, HIGH LENGTH TO WIDTH RATIOS ARE NOT NECESSARY TO REDUCE SHORT-CIRCUITING AND TO OPTIMIZE EFFICIENCY.

BECAUSE WELL PLANNED SEDIMENT TRAPS ARE KEY MEASURE TO PREVENTING OFF-SITE SEDIMENTATION, THEY SHOULD BE INSTALLED IN THE FIRST STAGES OF PROJECT DEVELOPMENT.

DESIGN CRITERIA
SUMMARY: TEMPORARY SEDIMENT TRAP
PRIMARY SPILLWAY: STONE SPILLWAY
MAXIMUM DRAINAGE AREA: 5 ACRES
MINIMUM VOLUME: 3600 CUBIC FEET PER ACRE OF DISTURBED AREA
MINIMUM SURFACE AREA: 435 SQUARE FEET PER CFS OF C_{10} PEAK INFLOW
MINIMUM L/W RATIO: 2:1
MINIMUM DEPTH: 3.5 FEET, 1.5 FEET EXCAVATION BELOW GRADE
MAXIMUM HEIGHT: WEIR ELEVATION 3.5 FEET ABOVE GRADE
DRAINAGE MECHANISM: STONE SPILLWAY
MINIMUM DEWATERING TIME: N/A
BAFFLES REQUIRED: 3

STORAGE CAPACITY-PROVIDE A MINIMUM VOLUME OF 3,600 FT³ PER ACRE OF DISTURBED AREA DRAINING INTO THE BASIN. REQUIRED STORAGE VOLUME MAY BE DETERMINED BY MODELING THE SOIL LOSS WITH THE REVERSED UNIVERSAL SOIL LOSS EQUATION OR OTHER ACCEPTABLE METHODS. MEASURE THE VOLUME TO THE CREST ELEVATION OF THE STONE SPILLWAY OUTLET.

TRAP CLEANOUT-REMOVE SEDIMENT FROM THE TRAP AND RESTORE THE CAPACITY TO ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH.

TRAP EFFICIENCY-THE FOLLOWING DESIGN ELEMENTS MUST BE PROVIDED FOR ADEQUATE TRAPPING EFFICIENCY:
- PROVIDE A SURFACE AREA OF 0.01 ACRES (435 SQUARE FEET) PER CFS BASED ON THE INLET VELOCITY.
- CONVEY RUNOFF INTO THE BASIN THROUGH STABLE DIVERSIONS OR TEMPORARY SLOPE DRAINS.
- LOCATE SEDIMENT INFLOW TO THE BASIN AWAY FROM THE DAM TO PREVENT SHORT CIRCUITS FROM ALLEYS TO THE OUTLET.
- PROVIDE POROUS BAFFLES (PRACTICE 6.65, POROUS BAFFLES); EXCAVATE 1.5 FEET OF THE DEPTH OF THE BASIN BELOW GRADE, AND PROVIDE MINIMUM STORAGE DEPTH OF 2 FEET ABOVE GRADE.

EMBANKMENT-ENSURE THAT EMBANKMENTS FOR TEMPORARY SEDIMENT TRAPS DO NOT EXCEED 5 FEET IN HEIGHT. MEASURE FROM THE CENTER LINE OF THE ORIGINAL GROUND SURFACE TO THE TOP OF THE EMBANKMENT. KEEP THE CREST OF THE SPILLWAY OUTLET A MINIMUM OF 1.5 FEET BELOW THE SETTLED TOP OF THE EMBANKMENT. FREEBOARD MAY BE ADDED TO THE EMBANKMENT HEIGHT TO ALLOW FLOW THROUGH A DESIGNATED BYPASS LOCATION. CONSTRUCT EMBANKMENTS WITH A MINIMUM TOP WIDTH OF 5 FEET AND SIDE SLOPES OF 2:1 OR FLATTER. MACHINE COMPACT EMBANKMENTS.

EXCAVATION-WHERE SEDIMENT POOLS ARE FORMED OR ENLARGED BY EXCAVATION, KEEP SIDE SLOPES AT 2:1 OR FLATTER FOR SAFETY.

OUTLET SECTION-CONSTRUCT THE SEDIMENT TRAP OUTLET USING A STONE SECTION OF THE EMBANKMENT LOCATED AT THE LOW POINT IN THE BASIN. THE STONE SECTION SERVES TWO PURPOSES: (1) THE TOP SECTION SERVES AS A NON-EROSIVE SPILLWAY OUTLET FOR FLOOD FLOWS; AND (2) THE BOTTOM SECTION PROVIDES A MEANS OF DEWATERING THE BASIN BETWEEN RUNOFF EVENTS.

STONE SIZE-CONSTRUCT THE OUTLET USING WELL-GRADED STONES WITH A D_{10} SIZE OF 9 INCHES (CLASS B EROSION CONTROL STONE IS RECOMMENDED) AND A MAXIMUM STONE SIZE OF 14 INCHES. THE ENTIRE UPSTREAM FACE OF THE ROCK STRUCTURE SHOULD BE COVERED WITH FINE GRAVEL (NC DOT #57 OR #5 WASH STONE) A MINIMUM OF 1 FOOT THICK TO REDUCE THE DRAINAGE RATE.

SIDE SLOPES-KEEP THE SIDE SLOPES OF THE SPILLWAY SECTION AT 2:1 OR FLATTER. TO PROTECT THE EMBANKMENT, KEEP THE SIDES OF THE SPILLWAY AT LEAST 21 INCHES THICK.

DEPTH-THE BASIN SHOULD BE EXCAVATED 1.5 FEET BELOW GRADE.

STONE SPILLWAY HEIGHT-THE SEDIMENT STORAGE DEPTH SHOULD BE A MINIMUM OF 2 FEET AND A MAXIMUM OF 3.5 FEET ABOVE GRADE.

PROTECTION FROM PIPING-PLACE FILTER CLOTH ON THE FOUNDATION BELOW THE RIPRAP TO PREVENT PIPING. AN ALTERNATIVE WOULD BE TO EXCAVATE A KEYWAY TRENCH ACROSS THE RIPRAP FOUNDATION AND UP THE SIDES TO THE HEIGHT OF THE DAM.

WEIR LENGTH AND DEPTH-KEEP THE SPILLWAY WEIR AT LEAST 4 FEET LONG AND SIZED TO PASS THE PEAK DISCHARGE OF THE 10-YEAR STORM (FIGURE 6.60A). A MAXIMUM FLOW DEPTH OF SIX INCHES, A MINIMUM FREEBOARD OF 1 FOOT, AND MAXIMUM SIDE SLOPES OF 2:1 ARE RECOMMENDED. WEIR LENGTH MAY BE SELECTED FROM TABLE 6.60A SHOWN FOR MOST SITE LOCATIONS IN NORTH CAROLINA.

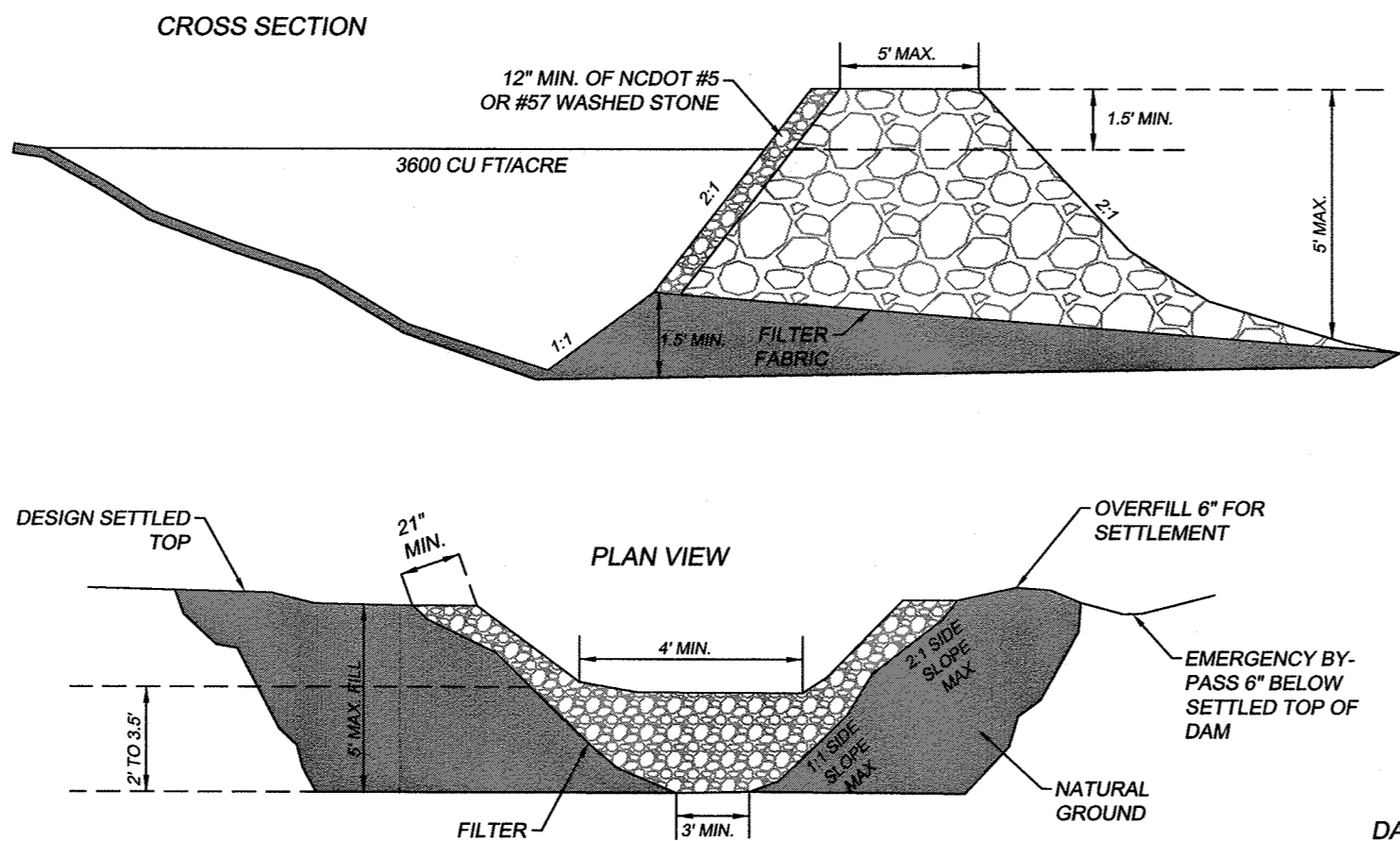


FIGURE 6.60A PLAN VIEW AND CROSS-SECTION VIEW OF A TEMPORARY SEDIMENT TRAP
TEMPORARY SEDIMENT TRAP
(NCDENR 6.60)
N.T.S.

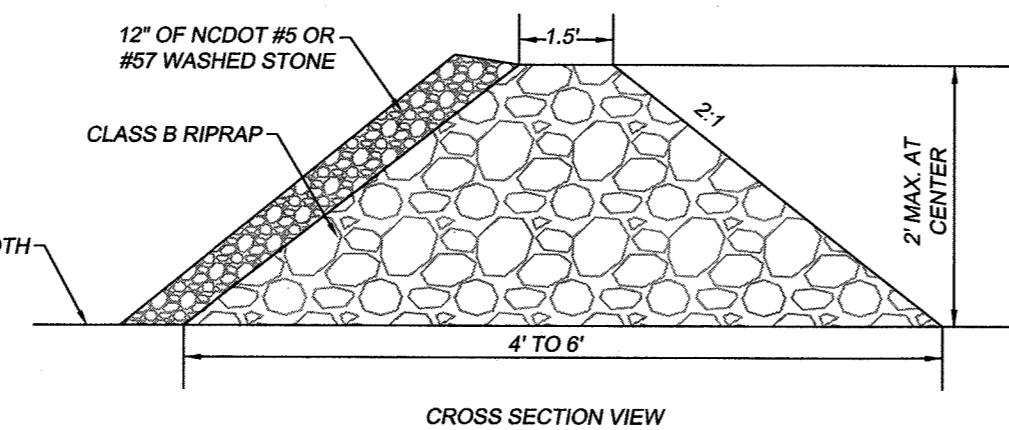
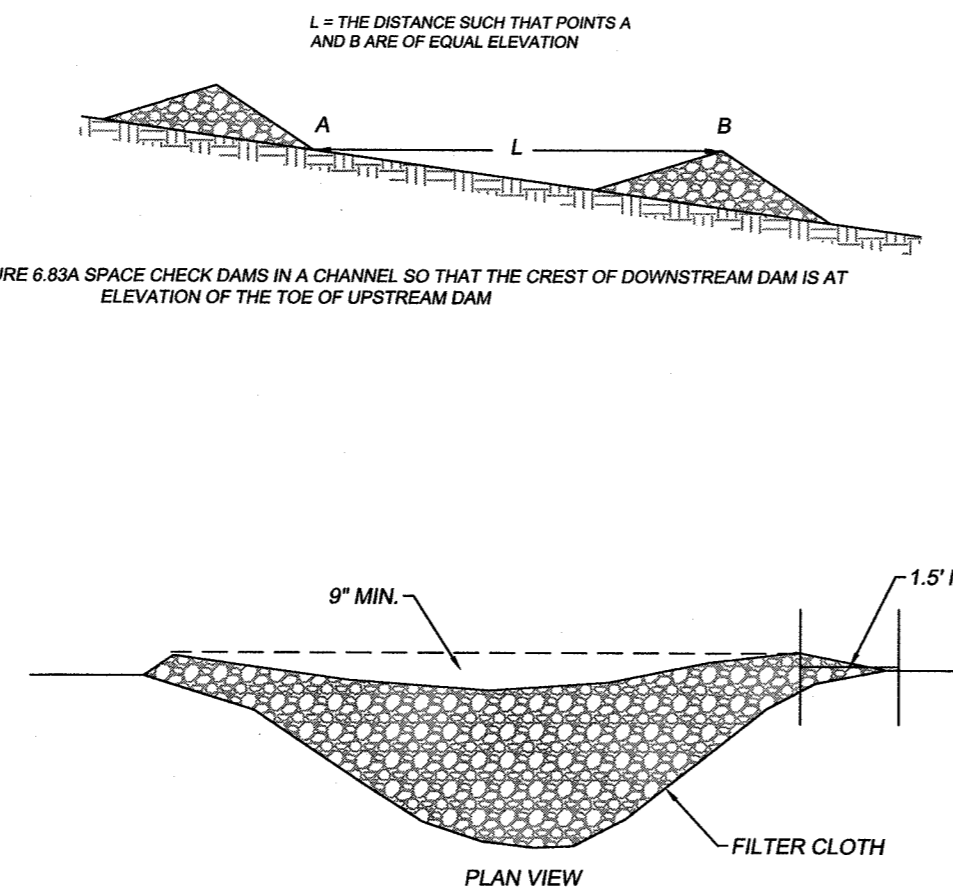


FIGURE 6.83B STONE CHECK DAM STONE SHOULD BE PLACED OVER THE CHANNEL BANKS TO KEEP WATER FROM CUTTING AROUND THE DAM.

DEFINITION
A SMALL TEMPORARY STONE DAM CONSTRUCTED ACROSS A DRAINAGE WAY.

PURPOSE
TO REDUCE EROSION IN A DRAINAGE CHANNEL BY REDUCING THE VELOCITY OF FLOW.

CONDITIONS WHERE PRACTICE APPLIES
THIS PRACTICE MAY BE USED AS A TEMPORARY MEASURE TO LIMIT EROSION BY REDUCING VELOCITY IN SMALL OPEN CHANNELS. WHEN NEEDED, THEY CAN BE USED IN CHANNELS, ROADSIDE DITCHES, AND TEMPORARY DIVERSIONS.

CHECK DAMS MAY BE USED TO:
- REDUCE VELOCITY IN SMALL TEMPORARY CHANNELS THAT ARE DEGRADING, BUT WHERE PERMANENT STABILIZATION IS IMPRACTICAL DUE TO THEIR SHORT PERIOD OF USEFULNESS.
- REDUCE VELOCITY IN SMALL ERODING CHANNELS WHERE CONSTRUCTION DELAYS OR WEATHER CONDITIONS PREVENT TIMELY INSTALLATION OF NONEROSIVE LINERS.
DO NOT USE CHECK DAMS IN INTERMITTENT OR PERENNIAL STREAMS.

DESIGN CRITERIA
THE FOLLOWING CRITERIA SHOULD BE USED WHEN DESIGNING A CHECK DAM:
- THE DRAINAGE AREA IS LIMITED TO ONE-HALF ACRE.
- KEEP A MAXIMUM HEIGHT OF 2 FEET AT THE CENTER OF THE DAM.
- KEEP THE CENTER OF THE CHECK DAM AT LEAST 9 INCHES LOWER THAN THE OUTER EDGE AT NATURAL GROUND ELEVATION.
- KEEP THE SIDE SLOPES OF THE DAM AT 2:1 OR FLATTER.
- ENSURE THAT THE MAXIMUM SPACING BETWEEN DAMS PLACES THE TOES OF THE UPSTREAM DAM AT THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM DAM (FIGURE 6.83A).
- STABILIZE OUTFLOW AREAS ALONG THE CHANNEL TO RESIST EROSION.
- USE NC DOT CLASS B STONE AND LINE THE UPSTREAM SIDE OF THE DAM WITH NC DOT #5 OR #57 STONE.
- KEY THE STONE INTO THE DITCH BANKS AND EXTEND IT BEYOND THE ABUTMENTS A MINIMUM OF 1.5 FEET TO AVOID WASHOUTS FROM OVERFLOW AROUND THE DAM.

CONSTRUCTION SPECIFICATIONS
1. PLACE STONE TO THE LINES AND DIMENSIONS SHOWN IN THE PLAN ON A FILTER FABRIC FOUNDATION.
2. KEEP THE CENTER STONE SECTION AT LEAST 9 INCHES BELOW NATURAL GROUND LEVEL WHERE THE DAM ABUTS THE CHANNEL BANKS.
3. EXTEND STONE AT LEAST 1.5 FEET BEYOND THE DITCH BANK (FIGURE 6.83B) TO KEEP WATER FROM CUTTING AROUND THE ENDS OF THE CHECK DAM.
4. SET SPACING BETWEEN DAMS TO ASSURE THAT THE ELEVATION AT THE TOP OF THE LOWER DAM IS THE SAME AS THE TOE ELEVATION OF THE UPPER DAM.
5. PROTECT THE CHANNEL AFTER THE LOWEST CHECK DAM FROM HEAVY FLOW THAT COULD CAUSE EROSION.
6. MAKE SURE THAT THE CHANNEL REACH ABOVE THE MOST UPSTREAM DAM IS STABLE.
7. ENSURE THAT OTHER AREAS OF THE CHANNEL, SUCH AS CULVERT ENTRANCES BELOW THE CHECK DAMS, ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONES.

MAINTENANCE
INSPECT CHECK DAMS AND CHANNELS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. CLEAN OUT SEDIMENT, STRAW, LIMBS, OR OTHER DEBRIS THAT COULD CLOG THE CHANNEL. WHEN NEEDED.

ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM. CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, ADDITIONAL MEASURES CAN BE TAKEN SUCH AS, INSTALLING A PROTECTIVE RIPRAP LINER IN THAT PORTION OF THE CHANNEL.

REMOVE SEDIMENT ACCUMULATED BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION. ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.

CHECK DAM
(NCDENR 6.83)
N.T.S.

TABLE 6.60A DESIGN OF SPILLWAYS

DRAINAGE AREA (ACRES)	WEIR LENGTH* (FT)
1	4.0
2	6.0
3	8.0
4	10.0
5	12.0

*DIMENSIONS SHOWN ARE MINIMUM

CONSTRUCTION SPECIFICATIONS
1. CLEAR, GRUB AND STRIP THE AREA UNDER THE EMBANKMENT OF ALL VEGETATION AND ROOT MAT. REMOVE ALL SURFACE SOIL CONTAINING HIGH AMOUNTS OF ORGANIC MATTER, AND STOCKPILE OR DISPOSE OF IT PROPERLY. Haul all objectionable material to the designated disposal area.
2. ENSURE THAT FILL MATERIAL FOR THE EMBANKMENT IS FREE OF ROOTS, WOODY VEGETATION, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL. PLACE THE FILL IN LIFTS NOT TO EXCEED 9 INCHES, AND MACHINE COMPACT IT. OVER FILL THE EMBANKMENT 8 INCHES TO ALLOW FOR SETTLEMENT.
3. CONSTRUCT THE OUTLET SECTION IN THE EMBANKMENT. PROTECT THE CONNECTION BETWEEN THE RIPRAP AND THE SOIL FROM PIPING BY USING FILTER FABRIC OR A KEYWAY CUTOFF TRENCH BETWEEN THE RIPRAP STRUCTURE AND SOIL.
- PLACE THE FABRIC BETWEEN THE RIPRAP AND THE SOIL. EXTEND THE FABRIC ACROSS THE SPILLWAY FOUNDATION AND SIDES TO THE TOP OF THE DAM.
- EXCAVATE A KEYWAY TRENCH ALONG THE CENTER LINE OF THE SPILLWAY FOUNDATION EXTENDING UP THE SIDES TO THE HEIGHT OF THE DAM. THE TRENCH SHOULD BE AT LEAST 2 FEET DEEP AND 2 FEET WIDE WITH 1:1 SIDE SLOPES.
4. CLEAR THE POND AREA BELOW THE ELEVATION OF THE CREST OF THE SPILLWAY TO FACILITATE SEDIMENT CLEANOUT.
5. ALL CUT AND FILL SLOPES SHOULD BE 2:1 OR FLATTER.
6. ENSURE THAT THE STONE (DRAINAGE) SECTION OF THE EMBANKMENT HAS A MINIMUM BOTTOM WIDTH OF 3 FEET AND MAXIMUM SIDE SLOPES OF 1:1 THAT EXTEND TO THE BOTTOM OF THE SPILLWAY SECTION.
7. CONSTRUCT THE MINIMUM FINISHED STONE SPILLWAY BOTTOM WIDTH, AS SHOWN ON THE PLANS, WITH 2:1 SIDE SLOPES EXTENDING TO THE TOP OF THE OVERFILLED EMBANKMENT. KEEP THE THICKNESS OF THE SIDES OF THE SPILLWAY OUTLET STRUCTURE A MINIMUM OF 21 INCHES. THE WEIR MUST BE GRADED AND CONSTRUCTED TO GRADE TO ASSURE DESIGN CAPACITY.
8. MATERIAL USED IN THE STONE SECTION SHOULD BE A WELL-GRADED MIXTURE OF STONE WITH A D_{10} SIZE OF 9 INCHES (CLASS B EROSION CONTROL STONE IS RECOMMENDED) AND A MAXIMUM STONE SIZE OF 14 INCHES. THE STONE MAY BE MACHINE PLACED AND THE SMALLER STONES WORKED INTO THE VOIDS OF THE LARGER STONES. THE STONE SHOULD BE HARD, ANGULAR, AND HIGHLY WEATHER-RESISTANT.
9. DISCHARGE INLET WATER INTO THE BASIN IN A MANNER TO PREVENT EROSION. USE TEMPORARY SLOPE DRAINS OR DIVERSIONS WITH OUTLET PROTECTION TO DIVERT SEDIMENT-LADEN WATER TO THE UPPER END OF THE POOL AREA TO IMPROVE BASIN TRAP EFFICIENCY.
10. ENSURE THAT THE STONE SPILLWAY OUTLET SECTION EXTENDS DOWNSTREAM PAST THE TOE OF THE EMBANKMENT UNTIL STABLE CONDITIONS ARE REACHED AND OUTLET VELOCITY IS ACCEPTABLE FOR THE RECEIVING STREAM. KEEP THE EDGES OF THE STONE OUTLET SECTION FLUSH WITH THE SURROUNDING GROUND, AND SHAPE THE CENTER TO CONFINE THE OUTFLOW STREAM.
11. DIRECT EMERGENCY BYPASS TO NATURAL, STABLE AREAS. LOCATE BYPASS OUTLETS SO THAT FLOW WILL NOT DAMAGE THE EMBANKMENT.
12. STABILIZE THE EMBANKMENT AND ALL DISTURBED AREAS ABOVE THE SEDIMENT POOL AND DOWNSTREAM FROM THE TRAP IMMEDIATELY AFTER CONSTRUCTION.
13. SHOW THE DISTANCE FROM THE TOP OF THE SPILLWAY TO THE SEDIMENT CLEANOUT LEVEL (1/2 THE DESIGN DEPTH) ON THE PLANS AND MARK IT IN THE FIELD.
14. INSTALL POROUS BAFFLES AS SPECIFIED IN PRACTICE 6.65, POROUS BAFFLES.

MAINTENANCE
INSPECT TEMPORARY SEDIMENT TRAP AS LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT, AND RESTORE THE TRAP TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. PLACE THE SEDIMENT THAT IS REMOVED IN THE DESIGNATED DISPOSAL AREA, AND REPLACE THE PART OF THE GRAVEL FACING THAT IS IMPAIRED BY SEDIMENT.
CHECK THE STRUCTURE FOR DAMAGE FROM EROSION PIPING. PERIODICALLY CHECK THE DEPTH OF THE SPILLWAY TO ENSURE IT IS A MINIMUM OF 1.5 FEET BELOW THE LOW POINT OF THE EMBANKMENT. IMMEDIATELY FILL ANY SETTLEMENT OF THE EMBANKMENT TO ITS ABOVE DESIGN GRADE. ANY RIPRAP DISPLACED FROM THE SPILLWAY MUST BE REPLACED IMMEDIATELY.
AFTER ALL SEDIMENT-PRODUCING AREAS HAVE BEEN PERMANENTLY STABILIZED, REMOVE THE STRUCTURE AND ALL UNSTABLE SEDIMENT. SMOOTH THE AREA TO BLEND WITH THE ADJOINING AREAS, AND STABILIZE PROPERLY.

DATA BLOCK

BASIN	DRAINAGE AREA (ACRES)	DESIGNED AREA (ACRES)	C_{10}	TRAP VOLUME REQUIRED (CUBIC FT)	PROVIDED (CUBIC FT)	TRAP SURFACE AREA REQUIRED (SQ FT)	PROVIDED (SQ FT)	POOL DEPTH (FT)
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

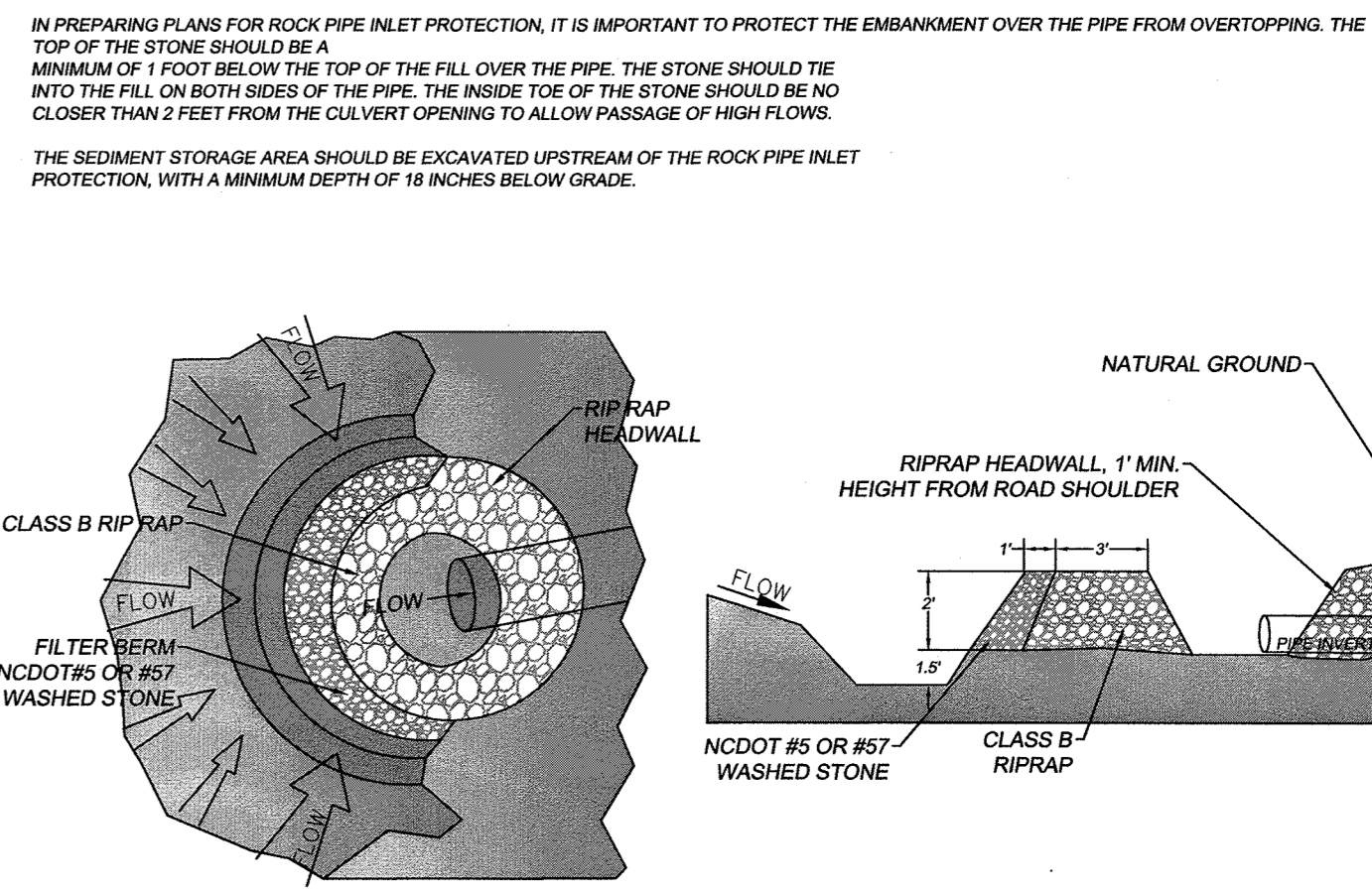
DEFINITION
A HORSESHOE SHAPED ROCK DAM STRUCTURE AT A PIPE INLET WITH A SEDIMENT STORAGE AREA AROUND THE OUTSIDE PERIMETER OF THE STRUCTURE.

PURPOSE
TO PREVENT SEDIMENT FROM ENTERING, ACCUMULATING IN AND BEING TRANSFERRED BY A CULVERT OR STORM DRAINAGE SYSTEM PRIOR TO STABILIZATION OF THE DISTURBED DRAINAGE AREA. THIS PRACTICE ALLOWS EARLY USE OF THE STORM DRAINAGE SYSTEM.

CONDITIONS WHERE PRACTICE APPLIES
ROCK PIPE INLET PROTECTION MAY BE USED AT PIPES WITH A MAXIMUM DIAMETER OF 36 INCHES. THIS INLET PROTECTION MAY BE USED TO SUPPLEMENT ADDITIONAL SEDIMENT TRAPS OR BASINS AT THE PIPE OUTLET, OR USED IN COMBINATION WITH AN EXCAVATED SEDIMENT STORAGE AREA TO SERVE AS A TEMPORARY SEDIMENT TRAP. PIPE INLET PROTECTION SHOULD BE PROVIDED TO PROTECT THE STORM DRAINAGE SYSTEM AND DOWNSTREAM AREAS FROM SEDIMENTATION UNTIL PERMANENT STABILIZATION OF THE DISTURBED DRAINAGE AREA.
DO NOT INSTALL THIS MEASURE IN AN INTERMITTENT OR PERENNIAL STREAM.

PLANNING CONSIDERATIONS
WHEN CONSTRUCTION ON A PROJECT REACHES A STAGE WHERE CULVERTS AND OTHER STORM DRAINAGE STRUCTURES ARE INSTALLED AND MANY AREAS ARE BROUGHT TO THE DESIRED GRADE, THERE IS A NEED TO PROTECT TO PROTECT THE STORM DRAINAGE SYSTEM AND DOWNSTREAM AREAS FROM SEDIMENTATION UNTIL PERMANENT STABILIZATION OF THE DISTURBED DRAINAGE AREA CAN CONVEY LARGE AMOUNTS OF SEDIMENT TO LAKES OR STREAMS. EVEN IF THE PIPE DISCHARGES INTO A SEDIMENT TRAP OR BASIN, THE PIPE OR PIPE SYSTEM ITSELF MAY CLOG WITH SEDIMENT.

DESIGN CRITERIA
WHEN USED IN COMBINATION WITH AN EXCAVATED SEDIMENT STORAGE AREA TO SERVE AS A TEMPORARY SEDIMENT TRAP, THE DESIGN CRITERIA FOR TEMPORARY SEDIMENT TRAPS MUST BE SATISFIED. THE MAXIMUM DRAINAGE AREA SHOULD BE 4 ACRES, AND 3600 CUBIC FEET OF SEDIMENT STORAGE PER ACRE OF DISTURBED DRAINAGE AREA SHOULD BE PROVIDED.
THE MINIMUM STONE HEIGHT SHOULD BE 2 FEET, WITH SIDE SLOPES NO STEEPER THAN 2:1. THE STONE "HORSESHOE" AROUND THE PIPE INLET SHOULD BE CONSTRUCTED OF CLASS B OR CLASS RIPRAP, WITH A MINIMUM CREST WIDTH OF 3 FEET. THE OUTSIDE FACE OF THE RIPRAP SHOULD BE COVERED WITH A 1.5-INCH THICK LAYER OF #5 OR #57 WASHED STONE.
IN PREPARING PLANS FOR ROCK PIPE INLET PROTECTION, IT IS IMPORTANT TO PROTECT THE EMBANKMENT OVER THE PIPE FROM OVERTOPPING. THE TOP OF THE STONE SHOULD BE A MINIMUM OF 1 FOOT BELOW THE TOP OF THE FILL OVER THE PIPE. THE STONE SHOULD BE INTO THE FILL ON BOTH SIDES OF THE PIPE. THE INSIDE TOE OF THE STONE SHOULD BE NO CLOSER THAN 2 FEET FROM THE CULVERT OPENING TO ALLOW PASSAGE OF HIGH FLOWS.
THE SEDIMENT STORAGE AREA SHOULD BE EXCAVATED UPSTREAM OF THE ROCK PIPE INLET PROTECTION, WITH A MINIMUM DEPTH OF 18 INCHES BELOW GRADE.



ELEVATION
FIGURE 6.65A ROCK PIPE INLET PROTECTION PLAN VIEW AND CROSS-SECTION VIEW

CONSTRUCTION SPECIFICATIONS
1. CLEAR THE AREA OF ALL DEBRIS THAT MIGHT HINDER EXCAVATION AND DISPOSAL OF SPILL.
2. INSTALL THE CLASS B OR CLASS RIPRAP IN A SEMI-CIRCLE AROUND THE PIPE INLET. THE STONE SHOULD BE BUILT UP HIGHER ON EACH END WHERE IT TIES INTO THE EMBANKMENT. THE MINIMUM CREST WIDTH OF THE RIPRAP SHOULD BE 3 FEET, WITH A MINIMUM BOTTOM WIDTH OF 11 FEET. THE MINIMUM HEIGHT SHOULD BE 2 FEET, BUT ALSO 1 FOOT LOWER THAN THE SHOULDER OF THE EMBANKMENT OR DIVERSIONS.
3. A 1 FOOT THICK LAYER OF NC DOT #5 OR #57 STONE SHOULD BE PLACED ON THE OUTSIDE SLOPE OF THE RIPRAP.
4. THE SEDIMENT STORAGE AREA SHOULD BE EXCAVATED AROUND THE OUTSIDE OF THE STONE HORSESHOE 18 INCHES BELOW NATURAL GRADE.
5. WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, FILL DEPRESSION AND ESTABLISH FINAL GRADING ELEVATIONS. COMPACT AREA PROPERLY AND STABILIZE WITH GROUND COVER.

MAINTENANCE
INSPECT ROCK PIPE INLET PROTECTION AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE SEDIMENT STORAGE AREA TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. PLACE THE SEDIMENT THAT IS REMOVED IN THE DESIGNATED DISPOSAL AREA AND REPLACE THE CONTAMINATED PART OF THE GRAVEL FACING. CHECK THE STRUCTURE FOR DAMAGE. ANY RIPRAP DISPLACED FROM THE STONE HORSESHOE MUST BE REPLACED IMMEDIATELY AFTER ALL THE SEDIMENT-PRODUCING AREAS HAVE BEEN PERMANENTLY STABILIZED.
REMOVE THE STRUCTURE AND ALL THE UNSTABLE SEDIMENT. SMOOTH THE AREA TO BLEND WITH THE ADJOINING AREAS AND PROVIDE PERMANENT GROUND COVER (SURFACE STABILIZATION).

ROCK PIPE INLET PROTECTION
(NCDENR 6.65)
N.T.S.

- GENERAL NOTES:**
1. WIRE FENCING SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 2. WOVEN FILTER FABRIC BE USED WHERE SILT FENCE IS TO REMAIN FOR A PERIOD OF MORE THAN 30 DAYS.
 3. STEEL POSTS SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
 4. WIRE FENCING SHALL BE AT LEAST #10 GAGE WITH A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 5. TURN SILT FENCE UP SLOPE AT ENDS.
 6. WIRE MESH SHALL BE MIN. 13 GAGE WITH MAXIMUM 12" OPENINGS.
 7. WIRE AND WASHED STONE IS REQUIRED TO BE SHOWN ON PLANS AT THE TOE OF SLOPES GREATER THAN 10 FEET VERTICAL (2:1 SLOPE).
 8. GRANGE SAFETY FENCE IS REQUIRED AT BACK OF SILT FENCE WHEN GRADING IS ADJACENT TO SWIM BUFFERS, STREAMS OR WETLANDS (REFER TO SWIM BUFFER GUIDELINES). THE COLOR ORANGE IS RESERVED FOR VISUAL IDENTIFICATION OF ENVIRONMENTALLY SENSITIVE AREAS.
 9. DRAINAGE AREA CAN NOT BE GREATER THAN 1/4 ACRE PER 100 FT OF FENCE.
 10. SLOPE LENGTHS CAN NOT EXCEED CRITERIA SHOWN IN TABLE 6.62A DESIGN MANUAL.
 11. DO NOT INSTALL SEDIMENT FENCE ACROSS STREAMS, DITCHES, WATERWAYS OR OTHER AREAS OF CONCENTRATED FLOW.

- MAINTENANCE NOTES:**
1. FILTER BARRIERS SHALL BE INSPECTED BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REPAIRS NEEDED SHALL BE MADE IMMEDIATELY.
 2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED LIFE AND THE BARRIER STILL IS NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH HALF THE HEIGHT OF THE BARRIER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS REMOVED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

HIGH HAZARD TEMPORARY SILT FENCE
N.T.S.

ATHERTON ESTATES SUBDIVISION
KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
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NO. DATE BY: ESSIE

DESIGNED BY: JLR
DRAWN BY: JLR
CHECKED BY: JHR
DATE: 06/21/13
JOB NUMBER: 4878

NC DENR DETAILS

Scale: AS SHOWN

Professional Engineer Seal for J. L. Rouse, State of North Carolina, No. 44559.

DEFINITION
POROUS BARRIERS INSTALLED INSIDE A TEMPORARY SEDIMENT TRAP, ROCK DAM, SKIMMER BASIN, OR SEDIMENT BASIN TO REDUCE THE VELOCITY AND TURBULENCE OF THE WATER FLOWING THROUGH THE MEASURE, AND FACILITATE THE SETTLING OF SEDIMENT FROM THE WATER BEFORE DISCHARGE.

PURPOSE
SEDIMENT TRAPS AND BASINS ARE DESIGNED TO TEMPORARILY POOL RUNOFF WATER TO ALLOW SEDIMENT TO SETTLE BEFORE THE WATER IS DISCHARGED. UNFORTUNATELY, THEY ARE USUALLY NOT VERY EFFECTIVE DUE TO HIGH TURBULENCE AND "SHORT-CIRCUITING" FLOWS WHICH TAKE RUNOFF QUICKLY TO THE OUTLET WITH LITTLE INTERACTION WITH MOST OF THE BASIN. BAFFLES IMPROVE THE RATE OF THE SEDIMENT RETENTION BY DISTRIBUTING THE FLOW AND REDUCING TURBULENCE. THIS PROCESS CAN IMPROVE SEDIMENT RETENTION.

CONDITIONS WHERE PRACTICE APPLIES
THIS PRACTICE SHOULD BE USED IN ANY TEMPORARY SEDIMENT TRAP, ROCK DAM, SKIMMER BASIN OR TEMPORARY SEDIMENT BASIN.

PLANNING CONSIDERATION
POROUS BAFFLES EFFECTIVELY SPREAD THE FLOW ACROSS THE ENTIRE WIDTH OF A SEDIMENT BASIN OR TRAP. WATER FLOWS THROUGH THE BAFFLE MATERIAL, BUT IS SLOWED SUFFICIENTLY TO BACK UP THE FLOW, CAUSING IT TO SPREAD ACROSS THE ENTIRE WIDTH OF THE BAFFLE (FIGURE 6.65A).

SPREADING THE FLOW IN THIS MANNER UTILIZES THE FULL CROSS SECTION OF THE BASIN, WHICH IN TURN REDUCES FLOW RATES OR VELOCITY AS MUCH AS POSSIBLE. IN ADDITION, THE TURBULENCE IS ALSO GREATLY REDUCED, THE COMBINATION INCREASES SEDIMENT DEPOSITION AND RETENTION AND ALSO DECREASES THE PARTICLE SIZE OF SEDIMENT CAPTURED.

THE INSTALLATION SHOULD BE SIMILAR TO A SEDIMENT FENCE (FIGURE 6.65B). MATERIALS SUCH AS 700 GPM COIR EROSION BLANKET (FIGURE 6.65D), COIR MESH, OR TREE PROTECTION FENCE FOLDED OVER TO REDUCE PORE SIZE HAVE BEEN USED SUCCESSFULLY. OTHER SIMILAR MATERIALS COULD WORK AS WELL. A SUPPORT WIRE OR ROPE ACROSS THE TOP WILL HELP PREVENT EXCESSIVE SAGGING IF THE MATERIAL IS ATTACHED TO IT WITH APPROPRIATE TIES.

ANOTHER OPTION IS TO USE A SAWHORSE TYPE FABRIC STABILIZED WITH REBAR INSERTED INTO THE BASIN FLOOR. THESE STRUCTURES WORK WELL AND CAN BE PREFABRICATED OFF-SITE AND QUICKLY INSTALLED. ANOTHER BAFFLE SYSTEM INVOLVES PLACING A SILT FENCE FABRIC IN FRONT OF A WIRE FENCE, AND SLITTING THE FABRIC IN ALTERNATING SQUARES (FIGURE 6.65B). THIS PERMITS FLOW THROUGH THE SILT FENCE SIMILAR TO MORE POROUS MATERIALS.

DESIGN CRITERIA
THE TEMPORARY SEDIMENT TRAP, ROCK DAM, OR TEMPORARY SEDIMENT BASIN SHOULD BE SIZED USING THE APPROPRIATE DESIGN CRITERIA.

THE PERCENT OF SURFACE AREA FOR EACH SECTION OF THE BAFFLE ARE AS FOLLOWS:

- INLET ZONE: 35%
- FIRST CELL: 25%
- SECOND CELL: 25%
- OUTLET ZONE: 15%
- BASINS LESS THAN 20 FEET IN LENGTH MAY USE 2 BAFFLES THAT DIVIDE THE BASIN IN THIRDS.

BE SURE TO CONSTRUCT BAFFLES UP THE SIDE OF THE TRAP OR BASIN BANKS SO WATER DOES NOT FLOW AROUND THE STRUCTURES. MOST OF THE SEDIMENT WILL BE CAPTURED IN THE INLET ZONE. SMALLER PARTICLE SIZE SEDIMENTS ARE CAPTURED IN THE LATTER CELLS. BE SURE TO MAINTAIN ACCESS TO THE TRAP FOR MAINTENANCE AND SEDIMENT REMOVAL.

THE DESIGN LIFE OF THE FABRIC IS 6-12 MONTHS, BUT MAY NEED TO BE REPLACED MORE OFTEN IF DAMAGED OR CLOGGED.

CONSTRUCTION SPECIFICATIONS

1. GRADE THE BASIN SO THAT THE BOTTOM IS LEVEL FROM FRONT TO BACK AND SIDE TO SIDE.
2. INSTALL POSTS OR SAWHORSES ACROSS THE WIDTH OF THE SEDIMENT TRAP.
3. STEEL POSTS SHOULD BE DRIVEN TO A DEPTH OF 36 INCHES, SPACED A MAXIMUM OF 4 FEET APART, AND INSTALLED UP THE SIDES OF THE BASIN AS WELL. THE TOP OF THE FABRIC SHOULD BE 6 INCHES HIGHER THAN THE INVERT OF THE SPILLWAY. TOPS OF BAFFLES SHOULD BE 2 INCHES LOWER THAN THE TOP OF THE BEAMS.
4. INSTALL AT LEAST THREE ROWS OF BAFFLES BETWEEN THE INLET AND THE OUTLET DISCHARGE POINT. BASINS LESS THAN 20 FEET IN LENGTH MAY USE 2 BAFFLES.
5. WHEN USING POSTS, ADD A SUPPORT WIRE OR ROPE ACROSS THE TOP OF THE MEASURE TO PREVENT SAGGING.
6. WRAP POROUS MATERIAL, LIKE LUTE BACKED BY COIR MATERIAL, OVER A SAWHORSE OR THE TOP WIRE. HAMMER REBAR INTO THE SAWHORSE LEGS FOR ANCHORING. THE FABRIC SHOULD HAVE FIVE TO TEN PERCENT OPENINGS IN THE WEAVE. ATTACH FABRIC TO A ROPE AND A SUPPORT STRUCTURE WITH ZIP TIES, WIRE, OR STAPLES.
7. THE BOTTOM AND SIDES OF THE FABRIC SHOULD BE ANCHORED IN A TRENCH OR PINNED WITH 8-INCH EROSION CONTROL MATTING STAPLES.
8. DO NOT SPILTCE THE FABRIC, BUT USE A CONTINUOUS PIECE ACROSS THE BASIN.

MAINTENANCE
INSPECT BAFFLES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.

BE SURE TO MAINTAIN ACCESS TO THE BAFFLES. SHOULD THE FABRIC OR A BAFFLE COLLAPSE, TEAR, DECOMPOSE, OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.

REMOVE SEDIMENT DEPOSITS WHEN IT REACHED HALF FULL TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE BAFFLES. TAKE CARE TO AVOID DAMAGING THE BAFFLES DURING CLEANOUT. SEDIMENT DEPTH SHOULD NEVER EXCEED HALF THE DESIGN STORAGE DEPTH.

AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, REMOVE ALL BAFFLE MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE, AND STABILIZE IT.

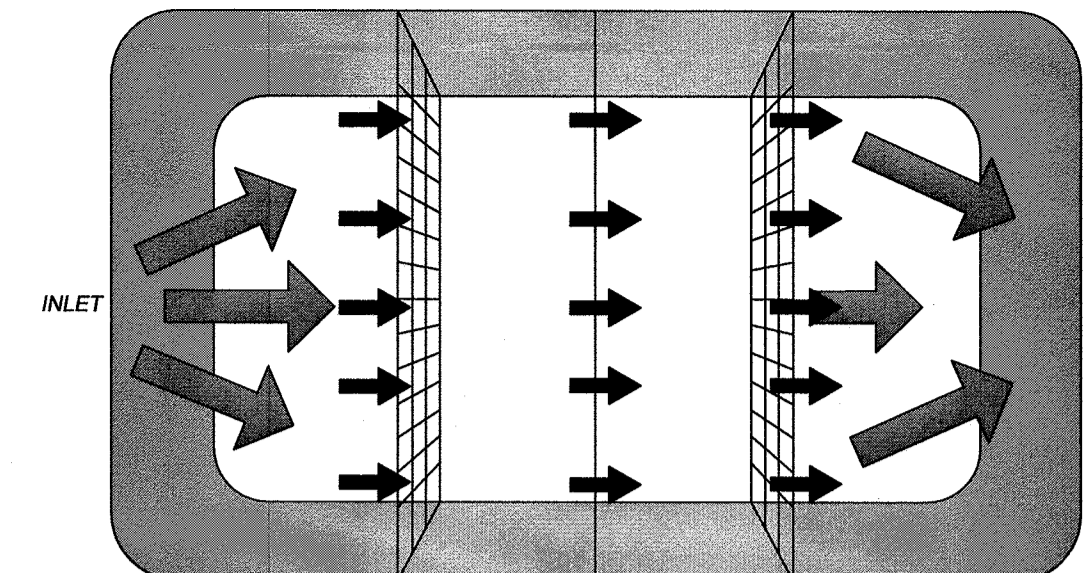


FIGURE 6.65A POROUS BAFFLES IN A SEDIMENT BASIN. THE FLOW IS DISTRIBUTED EVENLY ACROSS THE BASIN TO REDUCE FLOW RATES AND TURBULENCE, RESULTING IN GREATER SEDIMENT RETENTION.

BAFFLES NEED TO BE INSTALLED CORRECTLY IN ORDER TO FULLY PROVIDE THEIR BENEFITS. REFER TO FIGURE 6.65B AND THE FOLLOWING KEY POINTS:

- THE BAFFLE MATERIAL NEEDS TO BE SECURED AT THE BOTTOM AND SIDES USING STAPLES OR BY TRENCHING AS FOR SILT FENCE.
- MOST OF THE SEDIMENT WILL ACCUMULATE IN THE FIRST BAY, SO THIS SHOULD BE READILY ACCESSIBLE FOR MAINTENANCE.

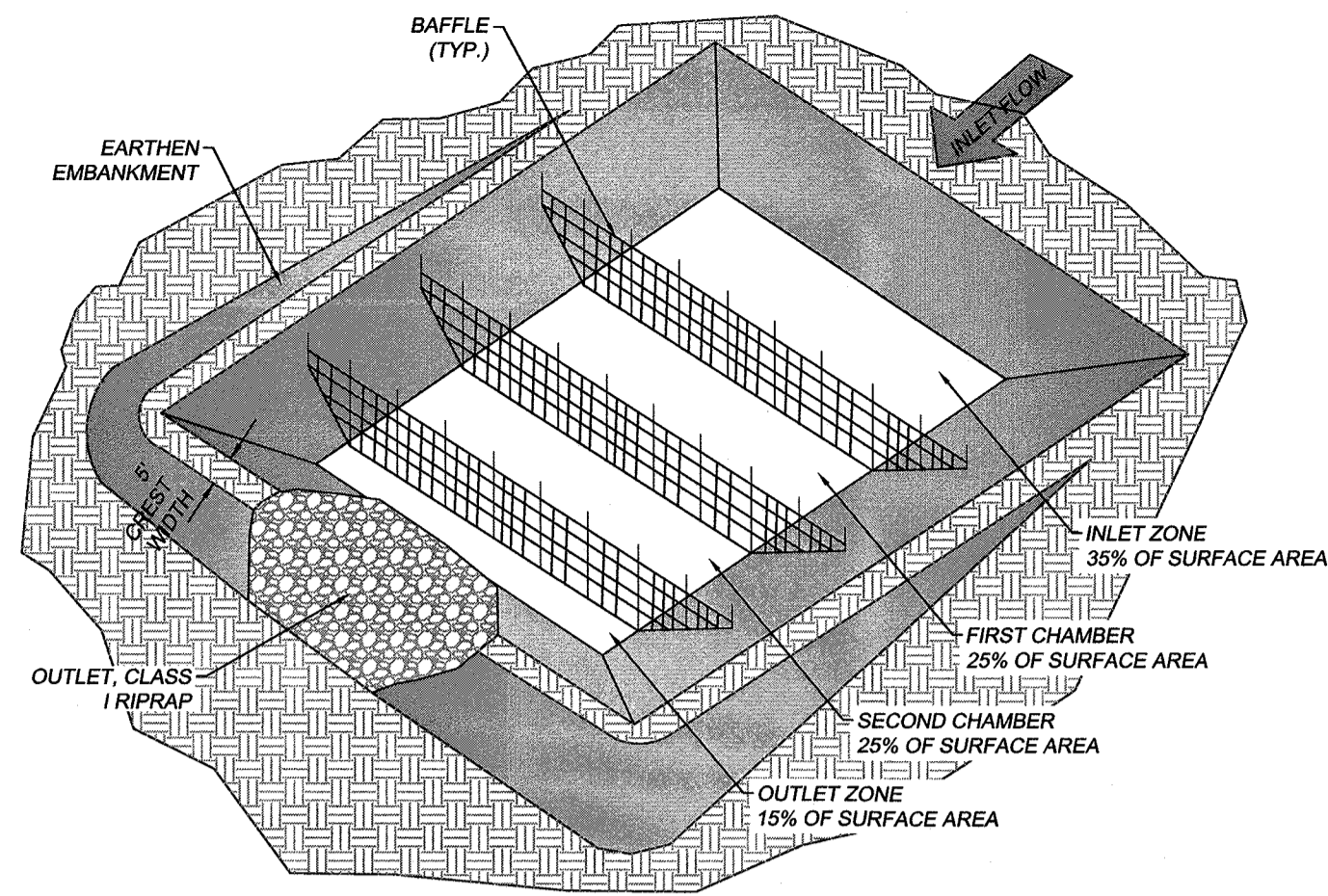


FIGURE 6.65C EXAMPLE OF POROUS BAFFLES USING COIR MESH.

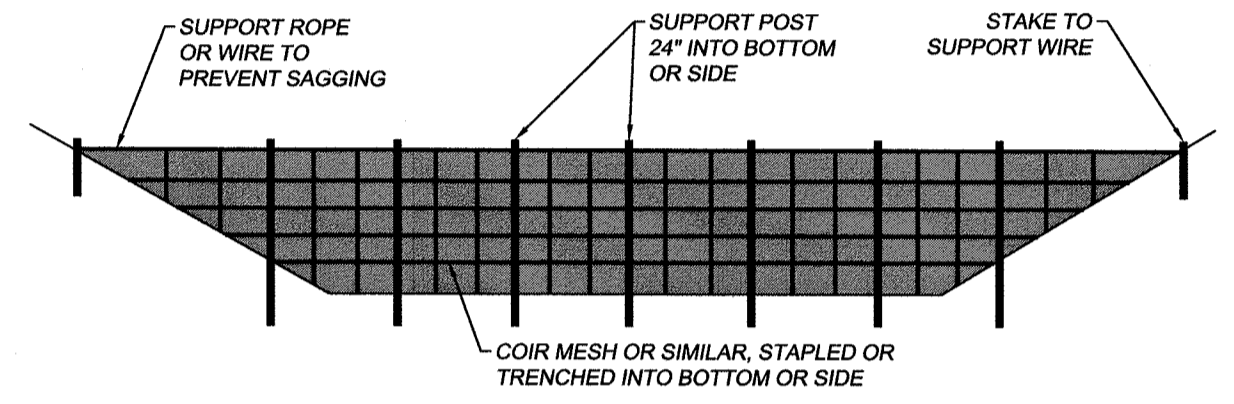


FIGURE 6.65B CROSS-SECTION OF A POROUS BAFFLE IN A SEDIMENT BASIN. NOTE THAT THERE IS NO WEIR BECAUSE THE WATER FLOWS THROUGH THE BAFFLE MATERIAL.

BAFFLES
(NCDENR 6.65)
N.T.S.



FIGURE 6.65D EXAMPLE OF POROUS BAFFLES MADE OF 700 GPM COIR EROSION BLANKET AS VIEWED FROM THE INLET

DEFINITION
A TEMPORARY RIDGE OR EXCAVATED CHANNEL OR COMBINATION RIDGE AND CHANNEL CONSTRUCTED ACROSS SLOPING LAND ON A PREDETERMINED GRADE.

PURPOSE
TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF, AND TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

CONDITIONS WHERE PRACTICE APPLIES
THIS PRACTICE APPLIES TO CONSTRUCTION AREAS WHERE RUNOFF CAN BE DIVERTED AND PREVENTED OF PROPERLY TO CONTROL EROSION, SEDIMENTATION OR FLOOD DAMAGE. SPECIFIC LOCATIONS AND CONDITIONS INCLUDE:
- ABOVE DISTURBED EXISTING SLOPES, AND ABOVE CUT OR FILL SLOPES TO DISPOSE OF RUNOFF OVER THE SLOPE;
- ACROSS UNPROTECTED SLOPES, AS SLOPE BREAKS, TO REDUCE SLOPE LENGTH;
- BELOW SLOPES TO DIVERT EXCESS RUNOFF TO STABILIZED OUTLETS;
- WHERE NEEDED TO DIVERT SEDIMENT-LADEN WATER TO SEDIMENT TRAPS;
- AT OR NEAR THE PERIMETER OF THE CONSTRUCTION AREA TO KEEP SEDIMENT FROM LEAVING THE SITE; AND
- ABOVE DISTURBED AREAS BEFORE STABILIZATION TO PREVENT EROSION, AND MAINTAIN ACCEPTABLE WORKING CONDITIONS.
TEMPORARY DIVERSIONS MAY ALSO SERVE AS SEDIMENT TRAPS WHEN THE SITE HAS BEEN OVEREXCAVATED ON A FLAT GRADE. THEY MAY ALSO BE USED IN CONJUNCTION WITH A SEDIMENT FENCE.

PLANNING CONSIDERATIONS
IT IS IMPORTANT THAT DIVERSIONS ARE PROPERLY DESIGNED, CONSTRUCTED AND MAINTAINED SINCE THEY CONCENTRATE WATER FLOW AND INCREASE EROSION POTENTIAL (FIGURE 6.20A). PARTICULAR CARE MUST BE TAKEN IN PLANNING DIVERSION GRADES. TOO MUCH SLOPE CAN RESULT IN EROSION VELOCITY IN THE DIVERSION CHANNEL OR AT THE OUTLET. A CHANGE OF SLOPE FROM STEEPER GRADE TO FLATTER MAY CAUSE DEPOSITION TO OCCUR. THE DEPOSITION REDUCES CARRYING CAPACITY, AND MAY CAUSE OVERTOPPING AND FAILURE. FREQUENT INSPECTION AND TIMELY MAINTENANCE ARE ESSENTIAL TO THE PROPER FUNCTIONING OF DIVERSIONS. SUFFICIENT AREA MUST BE AVAILABLE TO CONSTRUCT AND PROPERLY MAINTAIN DIVERSIONS. IT IS USUALLY LESS COSTLY TO EXCAVATE A CHANNEL AND FORM A RIDGE OR DIKE ON THE DOWNHILL SIDE WITH THE SLOPE THAN TO BUILD DIVERSIONS BY OTHER METHODS. WHERE SPACE IS LIMITED, IT MAY BE NECESSARY TO BUILD THE RIDGE BY HAULING IN DIRT MATERIAL, OR USING A SILT FENCE TO DIVERT THE FLOW. USE GRAVEL TO FORM THE DIVERSION DIKE WHEN VEHICLES MUST CROSS FREQUENTLY (FIGURE 6.20B).

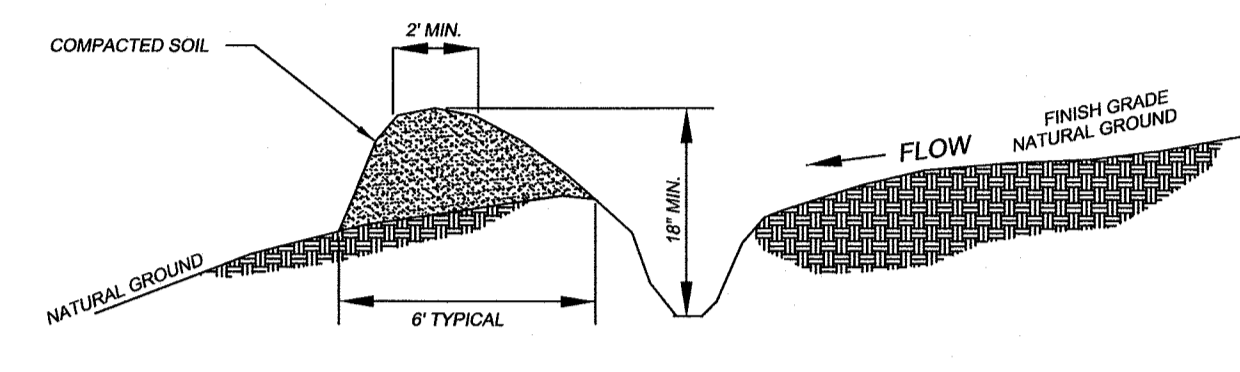


FIGURE 6.20a TEMPORARY EARTHEN DIVERSION DIKE

PLAN TEMPORARY DIVERSIONS TO FUNCTION 1 YEAR OR MORE, OR THEY MAY BE CONSTRUCTED ANEW AT THE END OF EACH DAY'S GRADING OPERATION TO PROTECT NEW FILL DIVERSIONS THAT ARE TO SERVE LONGER THAN 30 WORKING DAYS SHOULD BE SEEDED AND MULCHED AS SOON AS THEY ARE CONSTRUCTED TO PRESERVE DIKE HEIGHT AND REDUCE MAINTENANCE. WHERE DESIGN VELOCITIES EXCEED 2 FT/SEC, A CHANNEL LINER IS USUALLY NECESSARY TO PREVENT EROSION (TABLE 6.05A, APPENDIX 8.05). TEMPORARY DIVERSIONS MAY SERVE AS IN-PLACE SEDIMENT TRAPS IF OVEREXCAVATED 1 TO 2 FEET AND PLACED ON A NEARLY FLAT GRADE. THE DIKE SERVES TO DIVERT WATER AS THE STAGE INCREASES. A COMBINATION SILT FENCE AND CHANNEL IN WHICH FILL FROM THE CHANNEL IS USED TO STABILIZE THE FENCE CAN TRAP SEDIMENT AND DIVERT RUNOFF SIMULTANEOUSLY. WHEREVER FEASIBLE, BUILD AND STABILIZE DIVERSIONS AND OUTLETS BEFORE INITIATING OTHER LAND-DISTURBING ACTIVITIES.

CONSTRUCTION SPECIFICATIONS

1. REMOVE AND PROPERLY DISPOSE OF ALL TREES, BRUSH, STUMPS, AND OTHER OBSTRUCTIONAL MATERIAL.
2. ENSURE THAT THE MINIMUM CONSTRUCTED CROSS SECTION MEETS ALL DESIGN REQUIREMENTS.
3. ENSURE THAT THE TOP OF THE DIKE IS NOT LOWER AT ANY POINT THAN THE DESIGN ELEVATION PLUS THE SPECIFIED SETTLEMENT.
4. PROVIDE SUFFICIENT ROOM AROUND DIVERSIONS TO PERMIT MACHINE REGRADING AND CLEANOUT.
5. VEGETATE THE RIDGE IMMEDIATELY AFTER CONSTRUCTION, UNLESS IT WILL REMAIN IN PLACE LESS THAN 30 WORKING DAYS.

MAINTENANCE
INSPECT TEMPORARY DIVERSIONS ONCE A WEEK AND AFTER EVERY RAINFALL. IMMEDIATELY REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR THE DIVERSION RIDGE. CAREFULLY CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED. WHEN THE AREA PROTECTED IS PERMANENTLY STABILIZED, REMOVE THE RIDGE AND THE CHANNEL TO BLEND WITH THE NATURAL GROUND LEVEL AND APPROPRIATELY STABILIZE IT.

TEMPORARY DIVERSIONS
(NCDENR 6.20)
N.T.S.

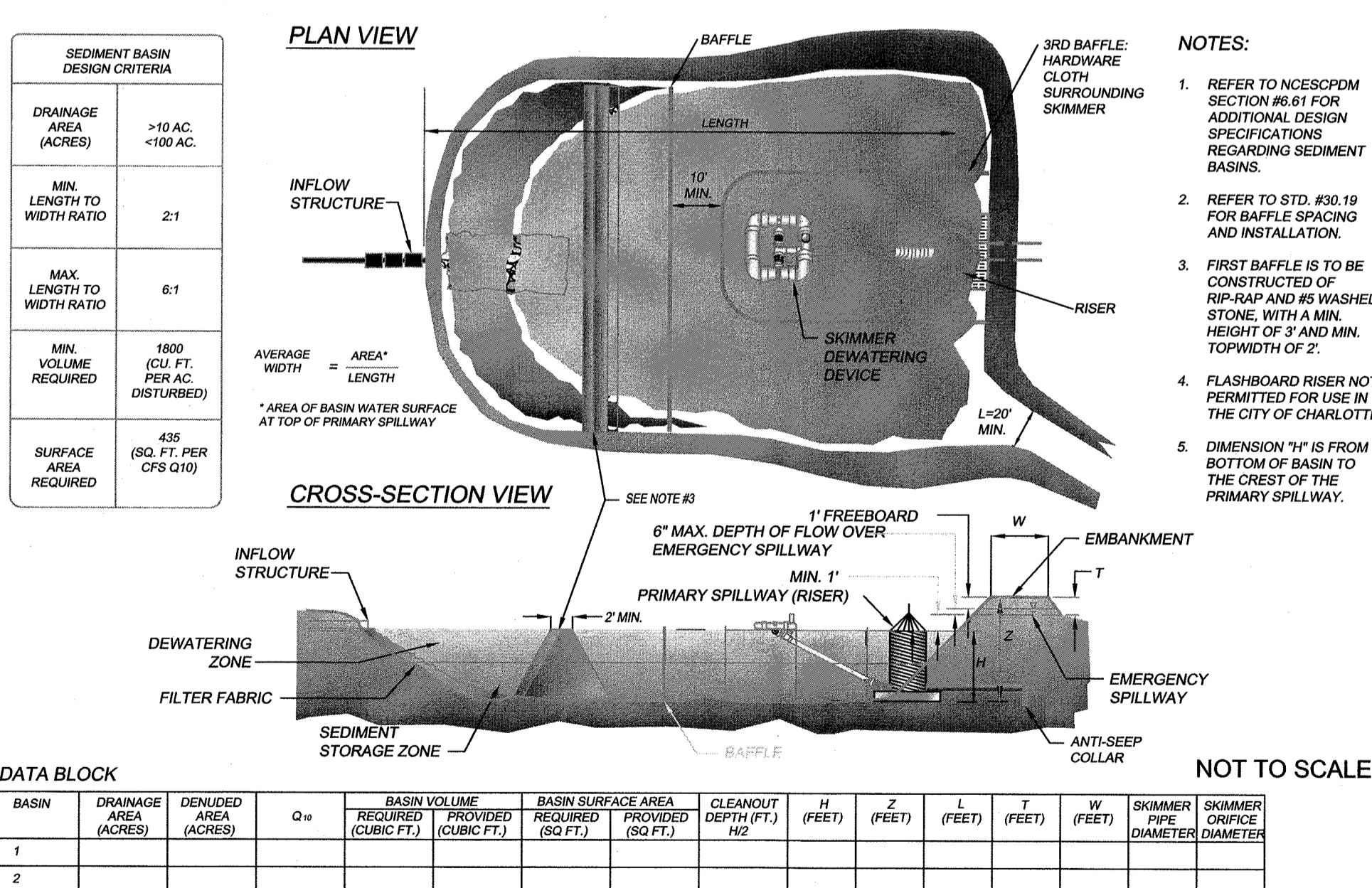


FIGURE 6.41 OUTLET STABILIZATION STRUCTURE (NCDENR 6.41) N.T.S.

DATA BLOCK

BASIN	DRAINAGE AREA (ACRES)	DESIGNED AREA (ACRES)	Q ₁₀	BASIN VOLUME REQUIRED (CU YD)	BASIN VOLUME PROVIDED (CU YD)	CLEANOUT DEPTH (FT)	H (FEET)	Z (FEET)	L (FEET)	T (FEET)	W (FEET)	SKIMMER PIPE DIAMETER	SKIMMER ORIFICE DIAMETER
1													
2													

SEDIMENT BASIN
N.T.S.

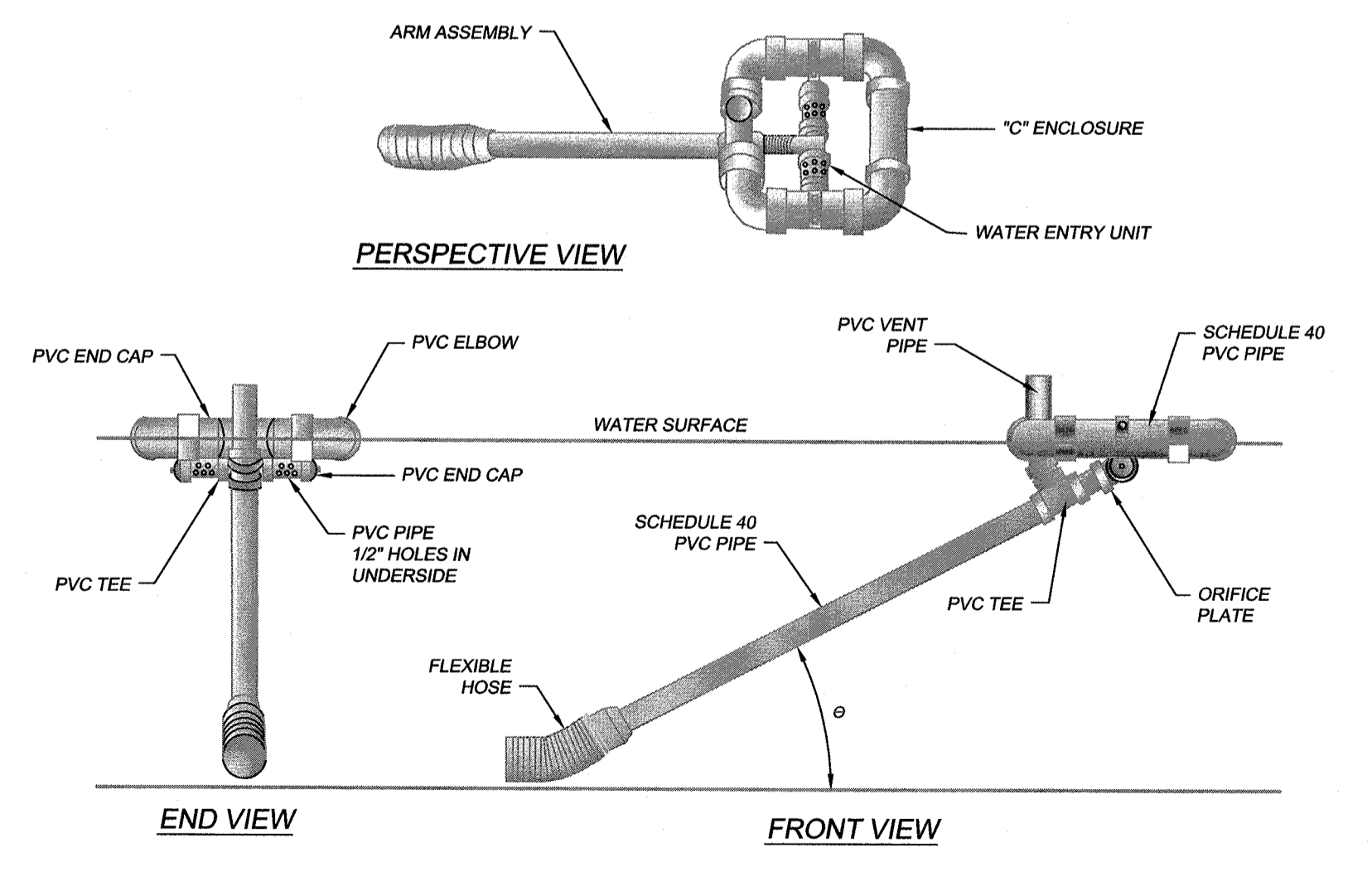


FIGURE 6.41 OUTLET STABILIZATION STRUCTURE (NCDENR 6.41) N.T.S.

SKIMMER
N.T.S.

CONSTRUCTION SPECIFICATIONS

1. ENSURE THAT THE SUBGRADE FOR THE FILTER AND RIPRAP FOLLOWS THE REQUIRED LINES AND GRADES SHOWN IN THE PLAN. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO THE DENSITY OF THE SURROUNDING UNDISTURBED MATERIAL. LOW AREAS IN THE SUBGRADE ON UNDISTURBED SOIL MAY ALSO BE FILLED BY INCREASING THE RIPRAP THICKNESS.
2. THE RIPRAP AND GRAVEL FILTER MUST CONFORM TO THE SPECIFIED GRADING LIMITS SHOWN ON THE PLANS.
3. FILTER CLOTH MUST MEET DESIGN REQUIREMENTS AND BE PROPERLY PROTECTED FROM PUNCHING OR TEARING DURING INSTALLATION. REPAIR ANY DAMAGE BY REMOVING THE RIPRAP AND PLACING ANOTHER PIECE OF FILTER CLOTH OVER THE DAMAGED AREA. ALL CONNECTING JOINTS SHOULD OVERLAP A MINIMUM OF 1 FT. IF THE DAMAGE IS EXTENSIVE, REPLACE THE ENTIRE FILTER CLOTH.
4. RIPRAP MAY BE PLACED BY EQUIPMENT, BUT TAKE CARE TO AVOID DAMAGING THE FILTER.
5. THE MINIMUM THICKNESS OF THE RIPRAP SHOULD BE 1.5 TIMES THE MAXIMUM STONE DIAMETER.
6. RIPRAP MAY BE FIELD STONE OR ROUGH QUARRY STONE. IT SHOULD BE HARD, ANGULAR, HIGHLY WEATHER-RESISTANT AND WELL GRADED.
7. CONSTRUCT THE APRON ON ZERO GRADE WITH NO OVERLAP AT THE END. MAKE THE TOP OF THE RIPRAP AT THE DOWN-STREAM END LEVEL WITH THE RECEIVING AREA OR SLIGHTLY BELOW IT.
8. ENSURE THAT THE APRON IS PROPERLY ALIGNED WITH THE RECEIVING STREAM AND PREFERABLY STRAIGHT THROUGHOUT ITS LENGTH. IF A CURVE IS NEEDED TO FIT SITE CONDITIONS, PLACE IT IN THE UPPER SECTION OF THE APRON.
9. IMMEDIATELY AFTER CONSTRUCTION, STABILIZE ALL DISTURBED AREAS WITH VEGETATION (PRACTICES 8.10, TEMPORARY SEEDING, AND 8.11, PERMANENT SEEDING).

MAINTENANCE

INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE.

NOTES:

1. SEE APPROPRIATE SCHEDULE FOR DIMENSIONS
1. LA IS THE LENGTH OF THE RIPRAP APRON.
2. L' IS 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6"
3. IN WELL-DEFINED CHANNELS, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK WHICH EVER IS LESS.
4. A FILTER BLANKET OR FILTER FABRIC SHALL BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.

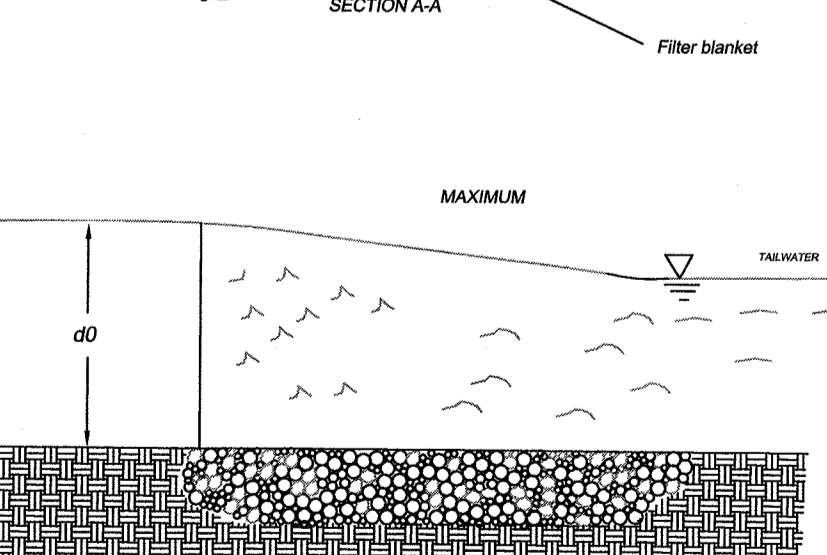
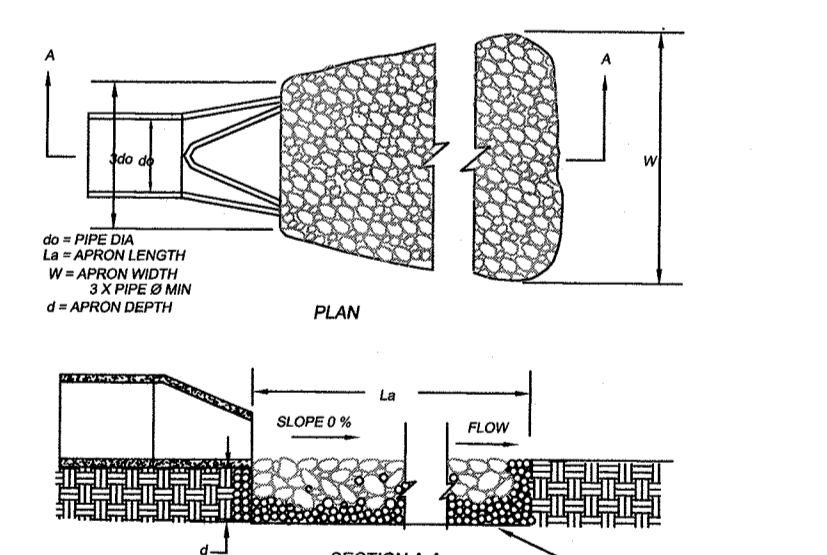
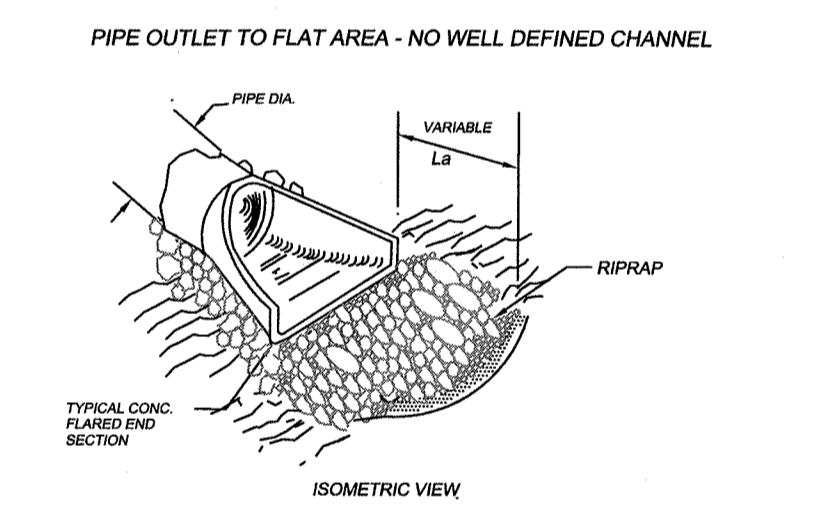


FIGURE 6.41 OUTLET STABILIZATION STRUCTURE (NCDENR 6.41) N.T.S.

STAGE SHOWING MAXIMUM AND MINIMUM TAILWATER CONDITION

OUTLET STABILIZATION STRUCTURE
(NCDENR 6.41)
N.T.S.

ATHERTON ESTATES SUBDIVISION
KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

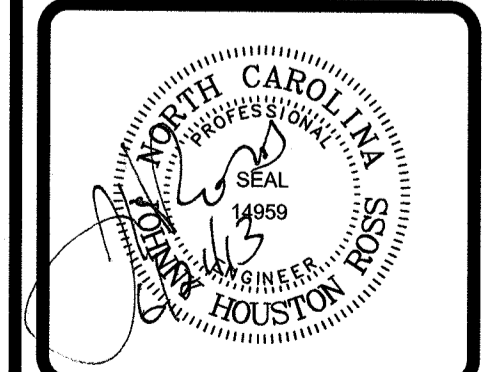
ENGINEERING
P.O. BOX 551
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Indian Trail, NC 28079
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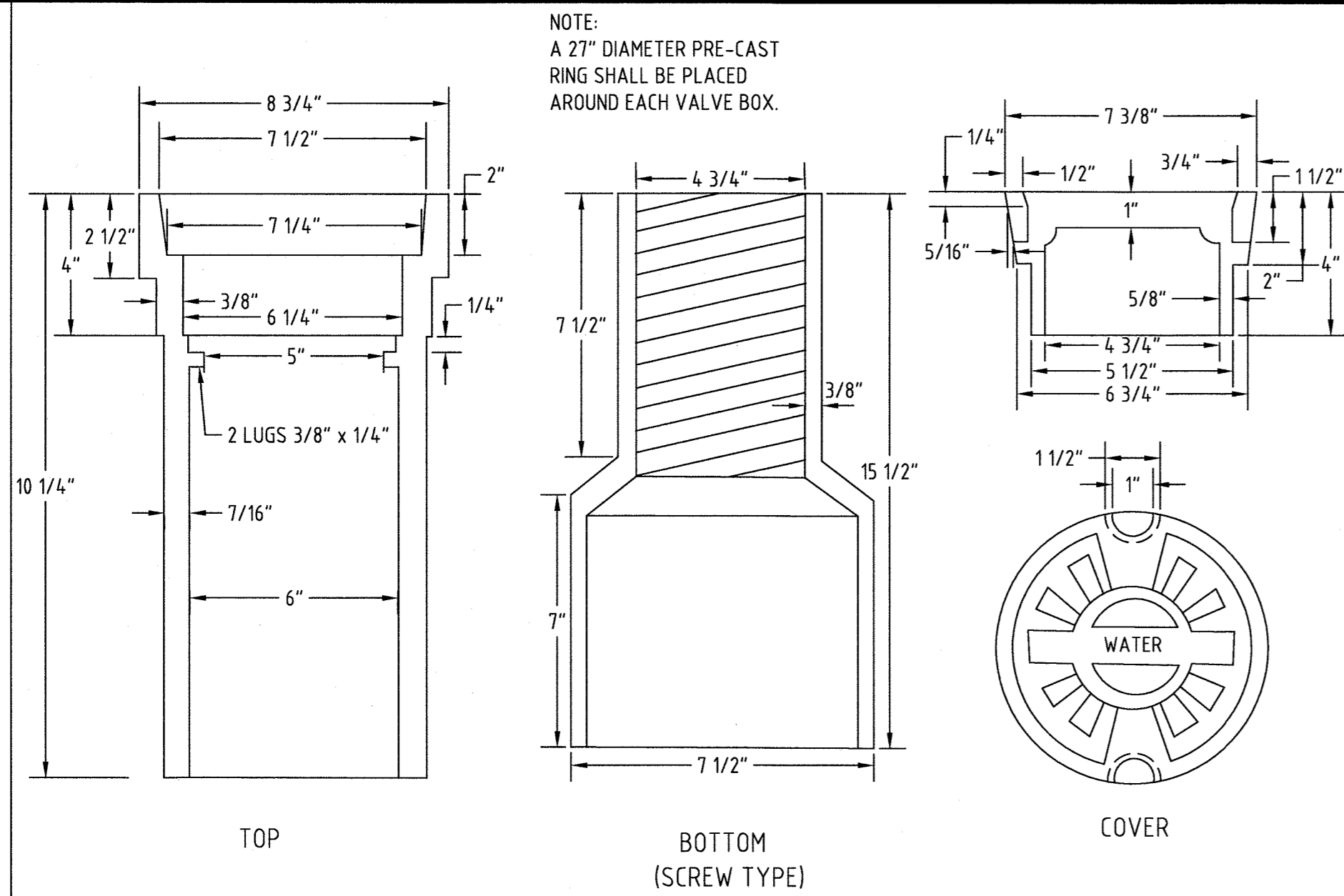
NO.	DATE	BY	ISSUE

ATHERTON ESTATES SUBDIVISION
KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

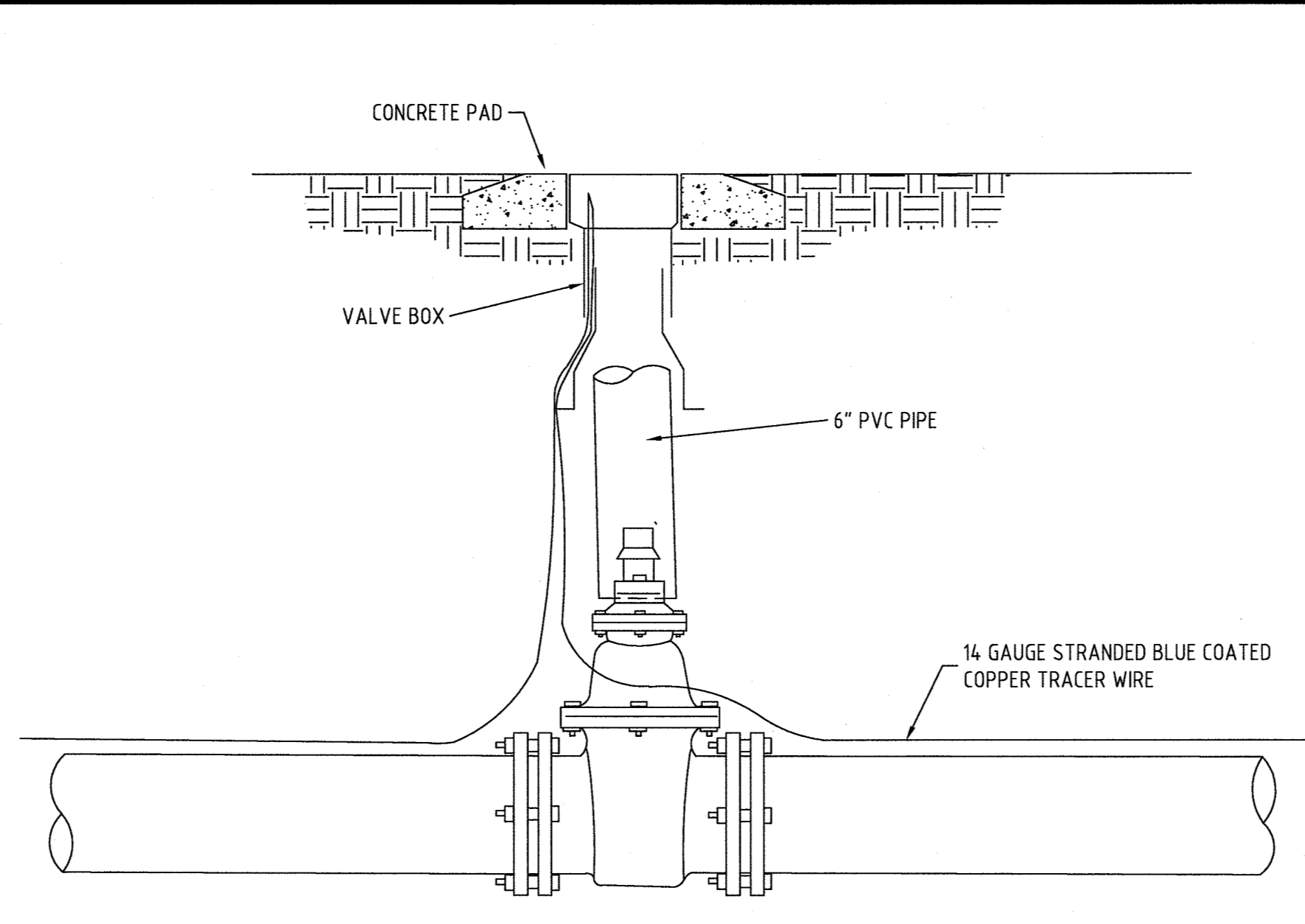
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DRAWN BY	JLR	DATE	06/21/13		
AS SHOWN					

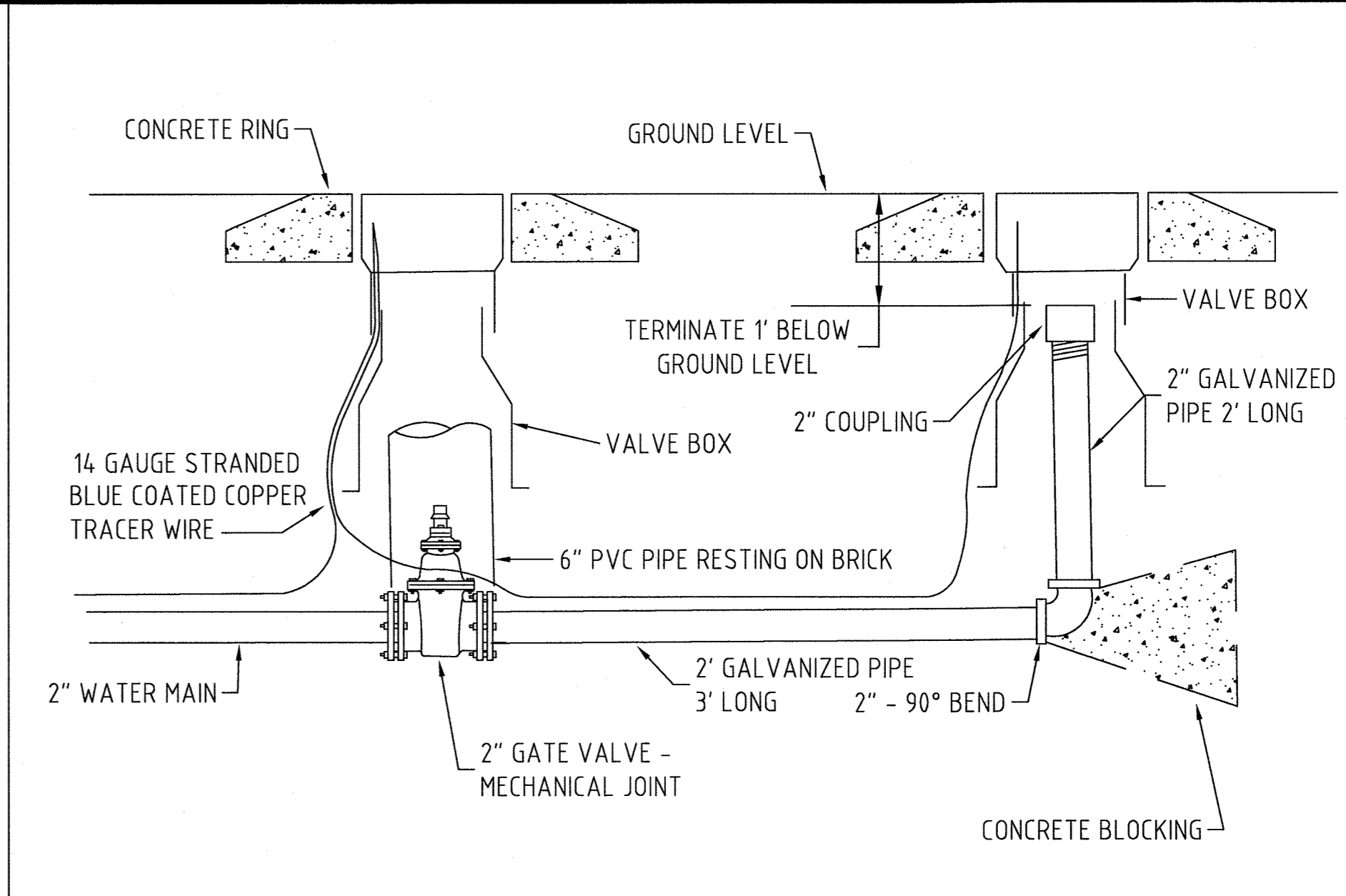




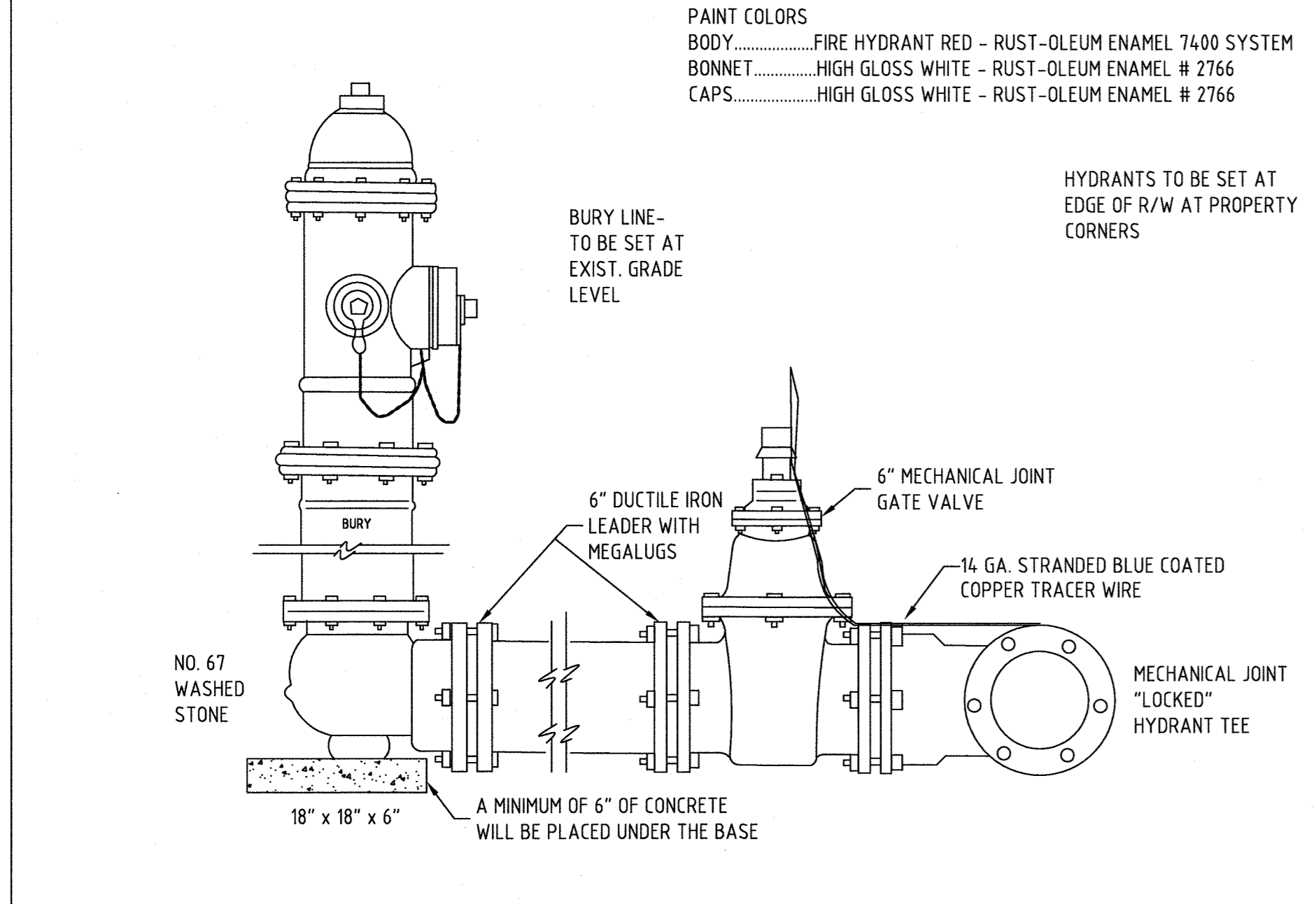
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UNION COUNTY, N.C. STANDARD DETAIL
VALVE BOX SCALE: N.T.S. DATE: 11-17-06 **1**



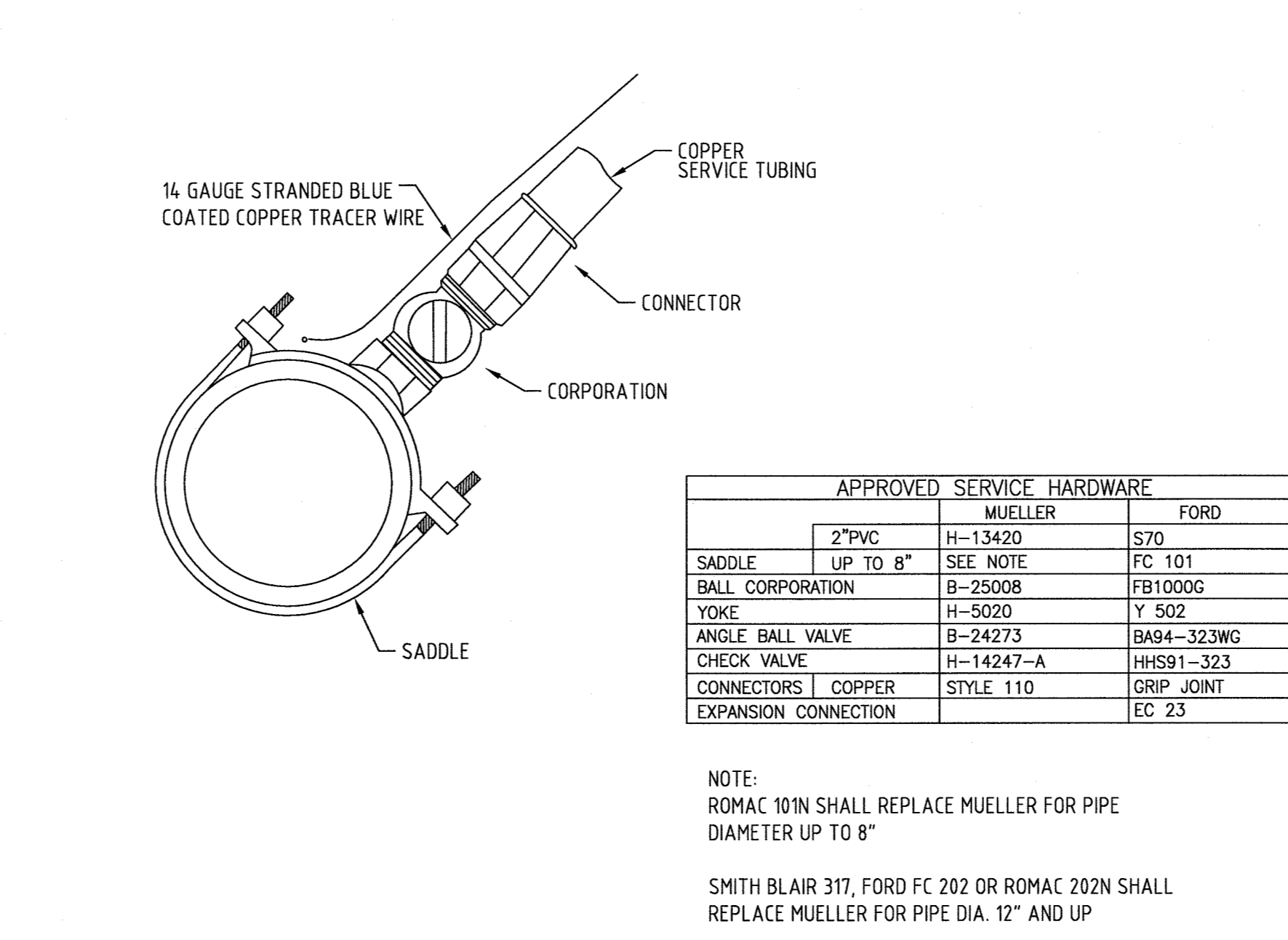
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UNION COUNTY, N.C. STANDARD DETAIL
VALVE BOX INSTALLATION SCALE: N.T.S. DATE: 10-4-11 **1A**



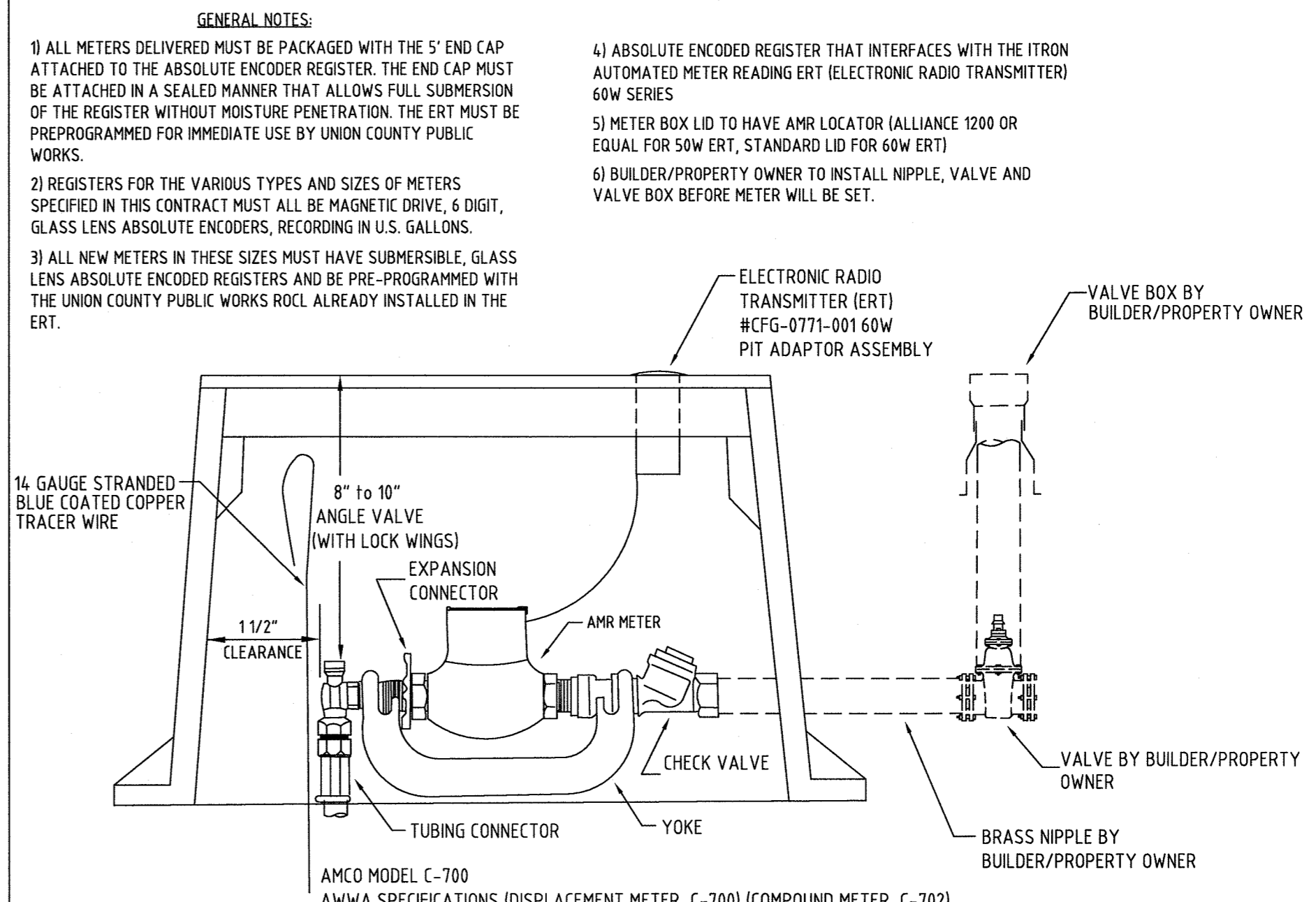
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UNION COUNTY, N.C. STANDARD DETAIL
2" BLOW-OFF SCALE: N.T.S. DATE: 10-4-11 **2**



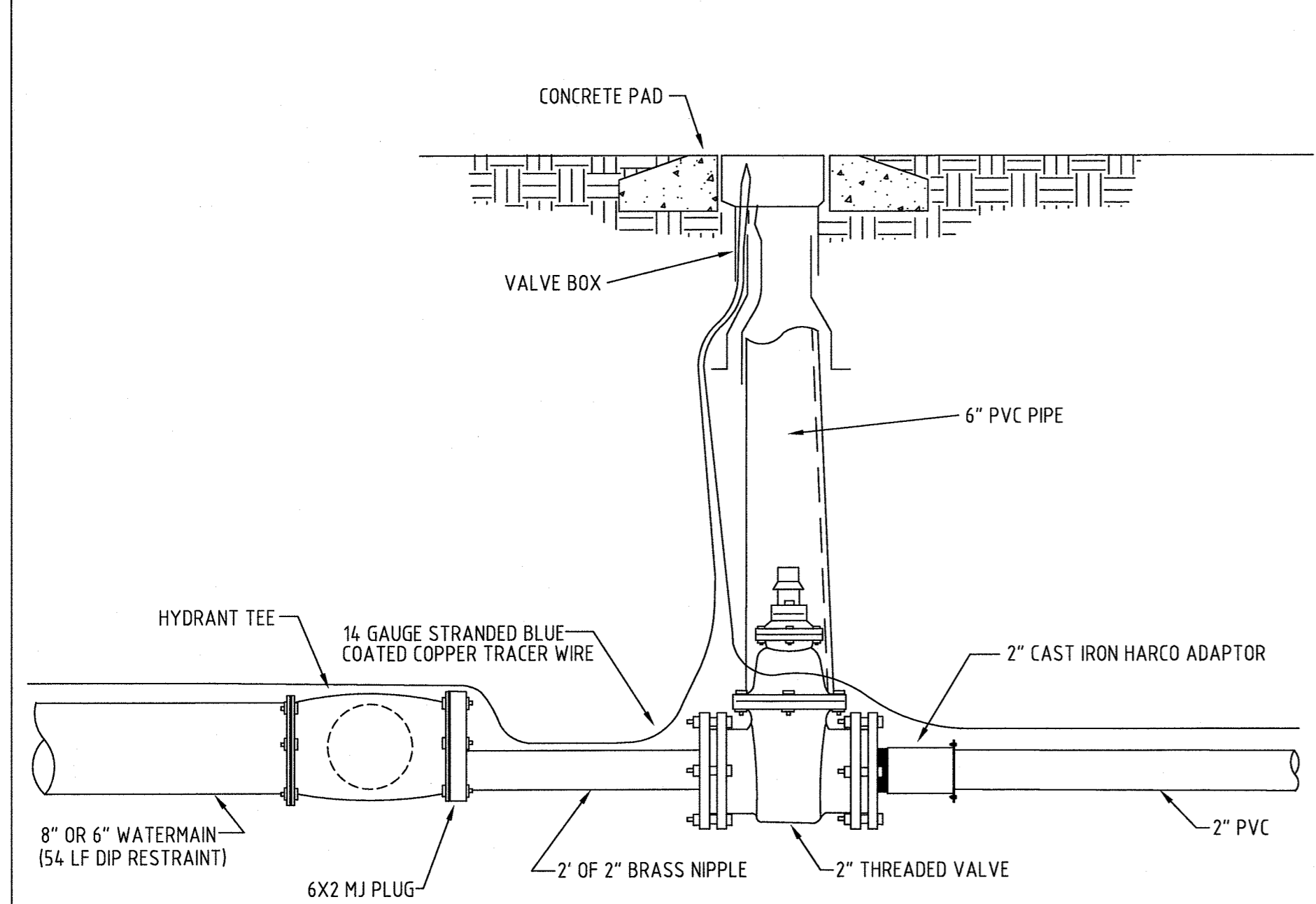
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FIRE HYDRANT INSTALLATION SCALE: N.T.S. DATE: 10-4-11 **3**



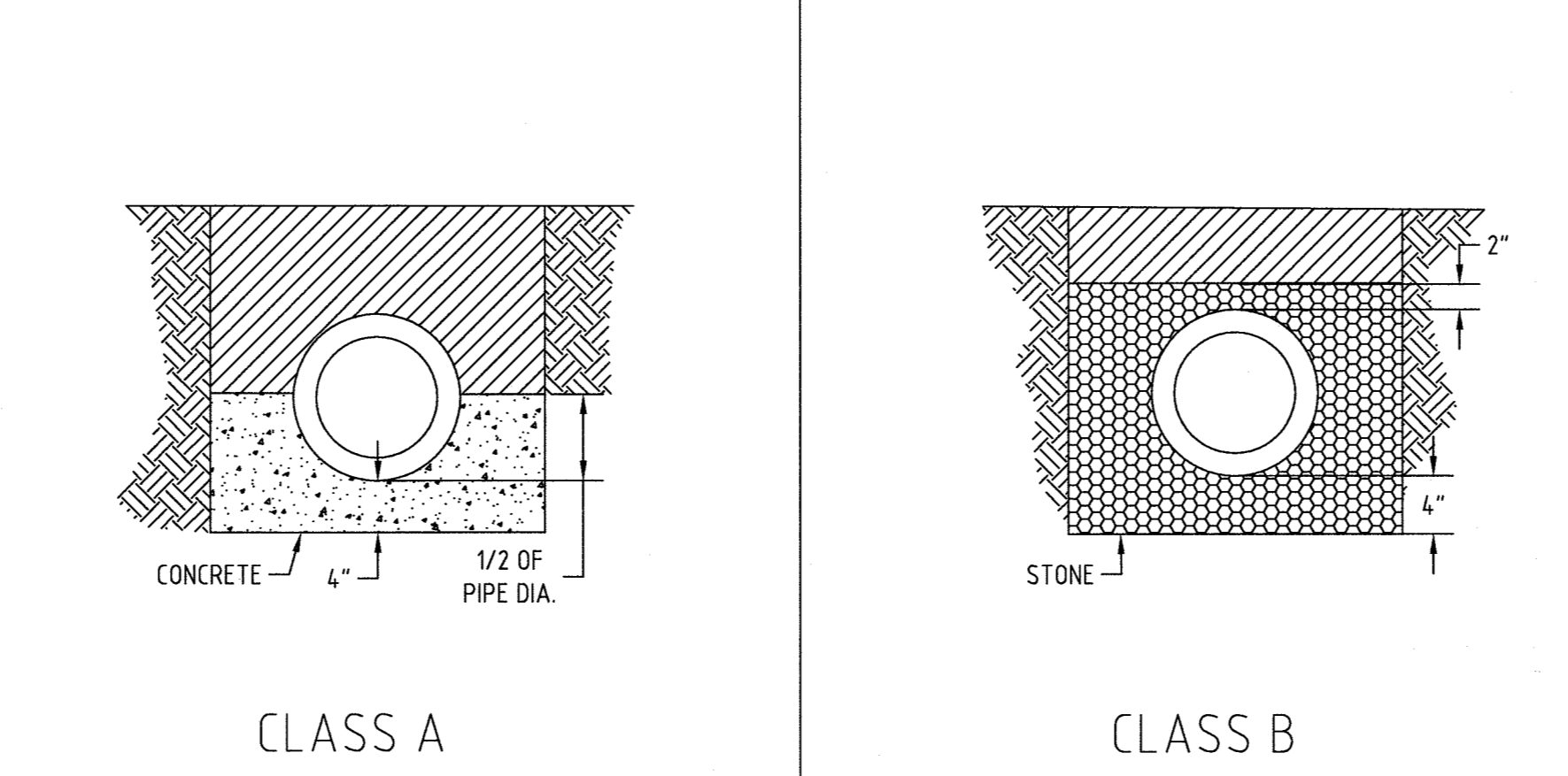
UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C. STANDARD DETAIL
SERVICE CONNECTION SCALE: N.T.S. DATE: 10-4-11 **5**



UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C. STANDARD DETAIL
METER INSTALLATION FOR AMR METERS SCALE: N.T.S. DATE: 10-4-11 **6**

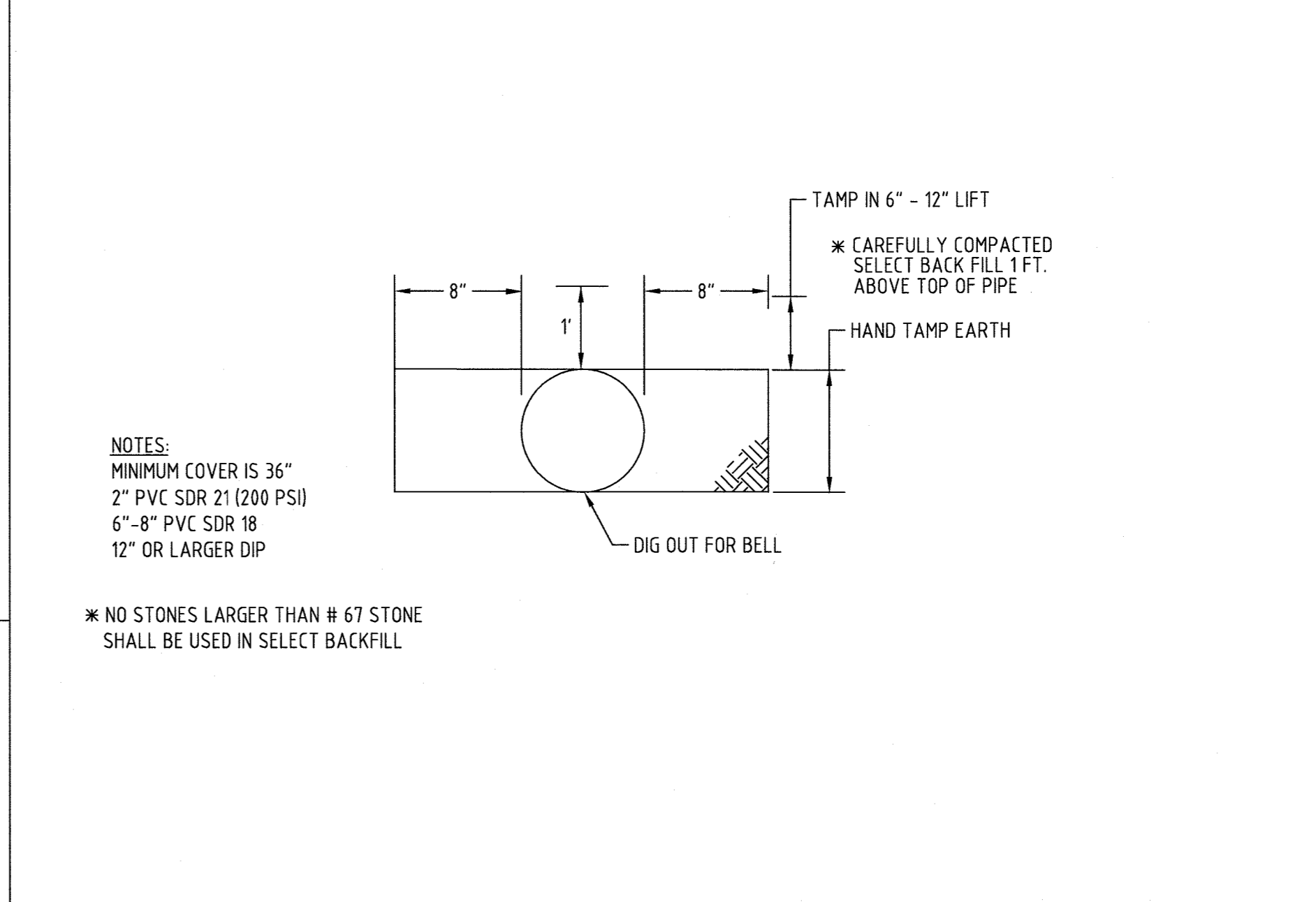


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UNION COUNTY, N.C. STANDARD DETAIL
HYDRANT TEE X2" REDUCER SCALE: N.T.S. DATE: 10-4-11 **7A**

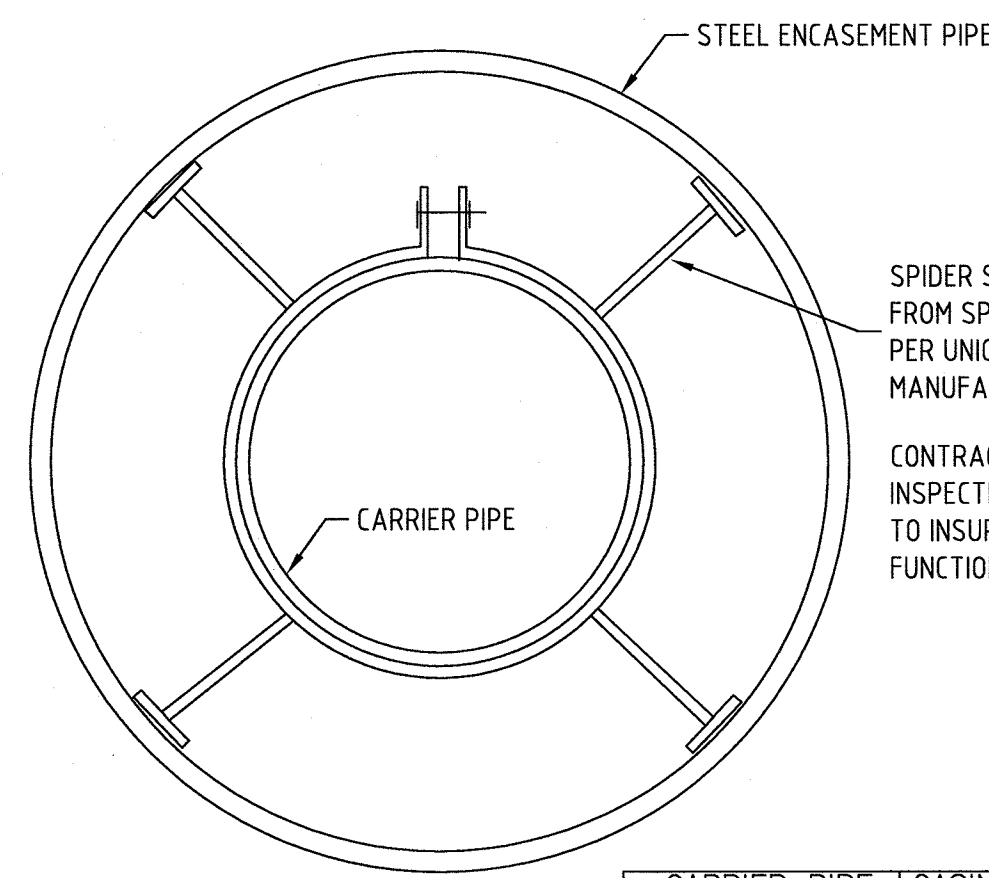


NOTES:
ALL CONCRETE = 3000 PSI
ALL STONE = N.C.D.O.T. NO. 67

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C. STANDARD DETAIL
PIPE BEDDING SCALE: N.T.S. DATE: 11-17-06 **8**



UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C. STANDARD DETAIL
WATER TRENCH SCALE: N.T.S. DATE: 11-17-06 **8B**



STEEL ENCASEMENT PIPE

SPIDER SUPPORT AND SPACER AVAILABLE FROM SPIDER MANUFACTURING, INC. INSTALL PER UNION COUNTY INSPECTOR AND PER MANUFACTURERS SPECIFICATIONS.

CARRIER PIPE

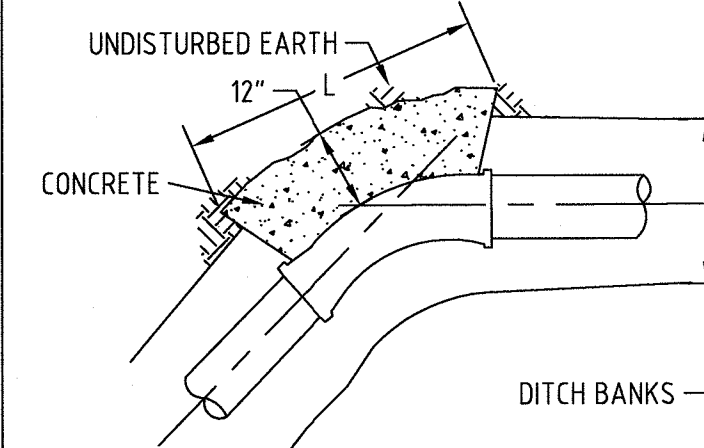
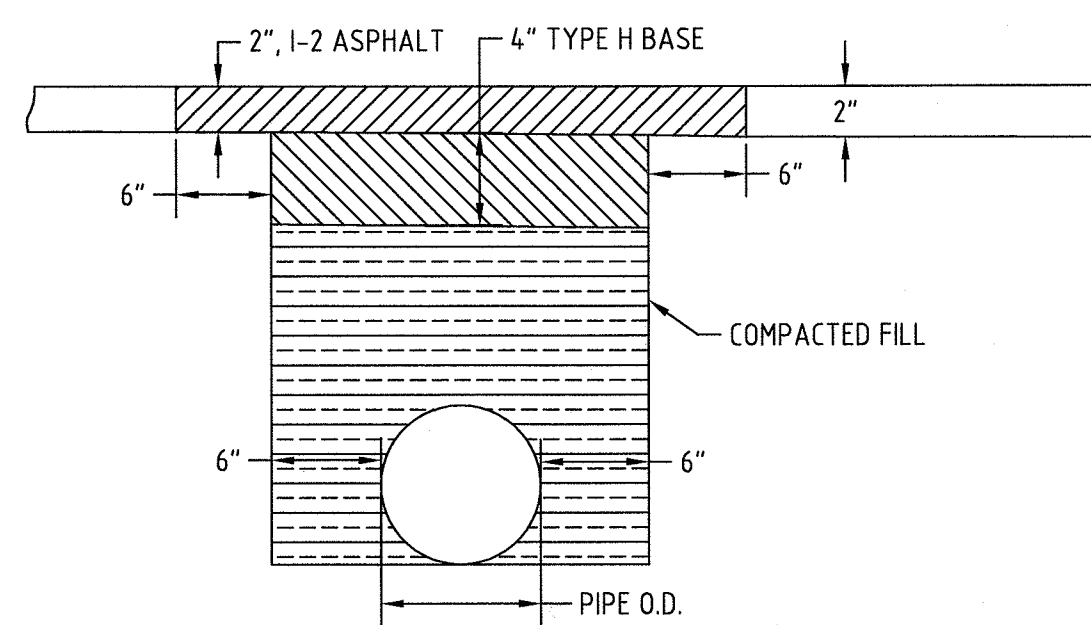
CONTRACTOR RESPONSIBLE FOR INSPECTING MATERIALS AND WELDS TO INSURE ALL SPIDERS WILL FUNCTION PROPERLY.

CARRIER PIPE	CASING PIPE I.D.	WALL THICKNESS
4"	8"	0.188"
6"	12"	0.188"
8"	16"	0.250"
10"	16"	0.250"
12"	20"	0.281"
16"	24"	0.344"
24"	30"	0.408"
30"	42"	0.500"
36"	48"	0.500"

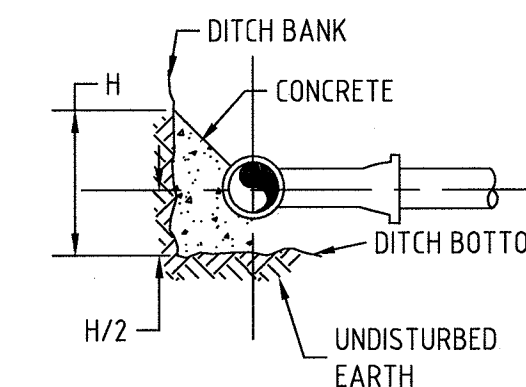
NOTES:

- NO PIPE SHALL BE SUPPORTED BY BELL.
- END SECTIONS LESS THAN 4' MAY BE UNSUPPORTED.
- WALL THICKNESS AS PER TABLE UNLESS OTHERWISE SHOWN ON PLAN.
- MASONRY SEAL AT ENDS -- 2" x 4" WEEP HOLE AT LOW END
- ALL PRESSURE PIPES TO HAVE TRACING WIRE IN ALL CASING BORES.

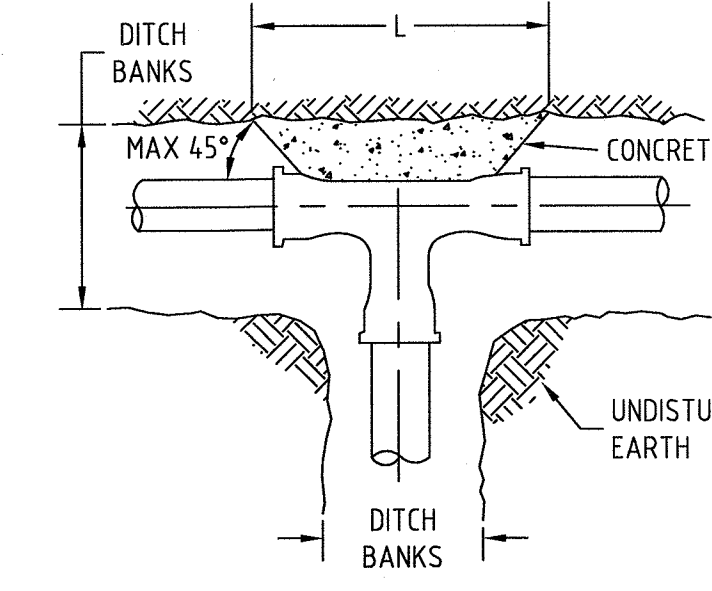
NOTE:
FOR CONCRETE PAVEMENT SUBSTITUTE 3500 PSI CONCRETE TO MATCH EXISTING THICKNESS FOR 1-2 ASPHALT 4" ABC STONE FOR H BASE.



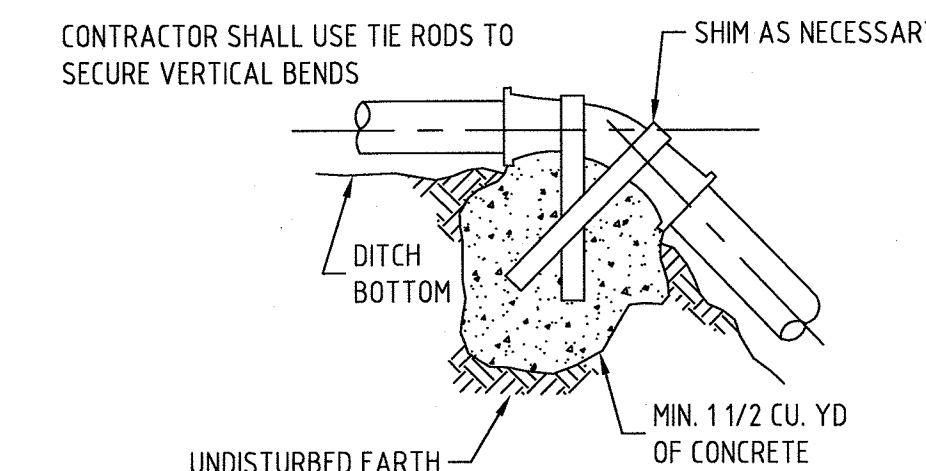
PLAN 45° BENDS
ALSO 90° 22 1/2°, 11 1/2°



ELEVATION AT FITTINGS



PLAN TEE



VERTICAL BEND

CONTRACTOR SHALL USE TIE RODS TO SECURE VERTICAL BENDS

SHIM AS NECESSARY

MIN. 1 1/2 CU. YD OF CONCRETE

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C.

STANDARD DETAIL
PIPE ENCASEMENT

SCALE: N.T.S.
DATE: 11-17-06

14

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C.

STANDARD DETAIL
PAVEMENT REPLACEMENT

SCALE: N.T.S.
DATE: 3-13-07

15

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C.

STANDARD DETAIL
THRUST BLOCK

SCALE: N.T.S.
DATE: 11-17-06

16

PIPE SIZE	11 1/4° BEND		22 1/2° BEND		45° BEND		90° BEND		TEE		TEST PRESSURE (P.S.I.)
	L	H	L	H	L	H	L	H	L	H	
6"	1'3"	1'0"	2'3"	1'0"	2'6"	1'6"	2'9"	1'6"	2'0"	1'6"	200
	1'6"	1'3"	2'3"	1'6"	3'0"	1'6"	4'0"	1'6"	3'0"	1'6"	300
8"	1'6"	1'6"	2'6"	1'9"	3'0"	2'0"	3'9"	2'0"	2'6"	2'0"	200
	2'0"	1'6"	3'0"	2'0"	3'9"	2'3"	4'6"	2'6"	3'6"	2'3"	300
12"	2'6"	1'9"	4'0"	2'3"	4'3"	3'0"	5'0"	3'3"	4'0"	3'6"	200
	3'0"	2'0"	5'3"	2'6"	6'0"	3'3"	7'0"	3'6"	5'0"	3'6"	300
14"	3'0"	1'0"	4'0"	3'0"	4'6"	3'9"	6'0"	3'9"	4'6"	3'6"	200
	4'0"	2'6"	5'3"	3'6"	6'0"	4'3"	6'6"	5'0"	5'0"	5'0"	300
16"	3'0"	2'9"	4'6"	3'6"	5'0"	4'6"	7'0"	4'3"	5'0"	4'0"	200
	4'0"	3'0"	6'3"	3'9"	6'5"	5'3"	8'0"	5'3"	7'6"	4'0"	300

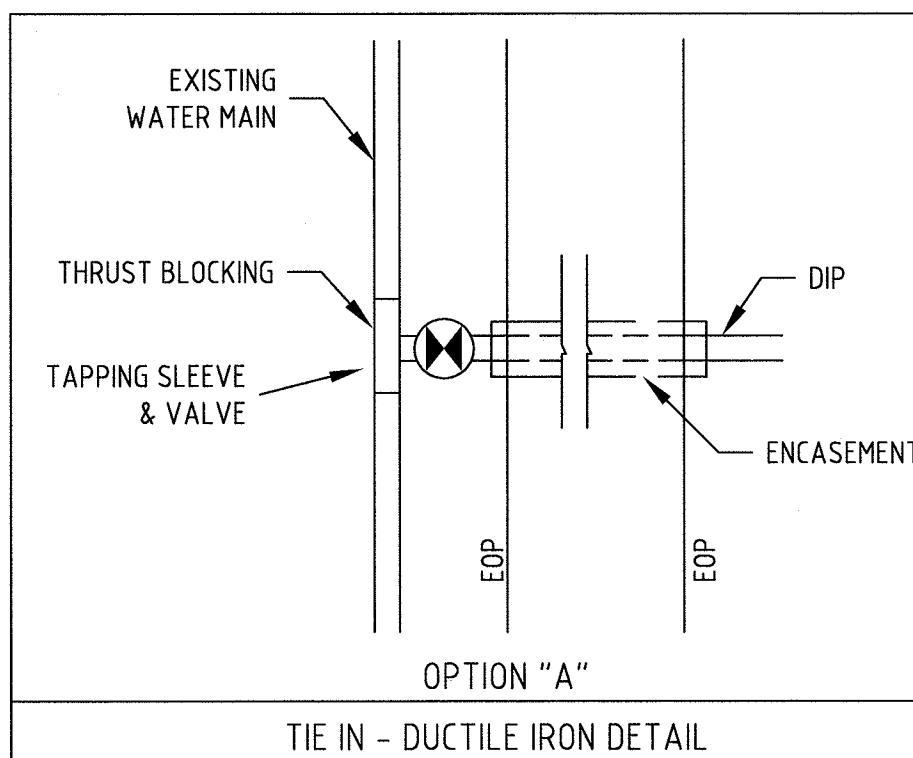
THRUST BLOCK DIMENSIONS BASED ON SOIL BEARING CAPACITY OF 2000 P.S.F. AND A WATER TEST PRESSURE OF 150 P.S.I. SIZES OF THRUST BLOCKS MAY BE REVISED BY THE ENGINEER WHERE BEARING CAPACITY OF SOIL VARIES.

PROVIDE TAR PAPER JOINT BETWEEN CONCRETE THRUST BLOCK AND PORTION OF PIPE BEING ANCHORED.

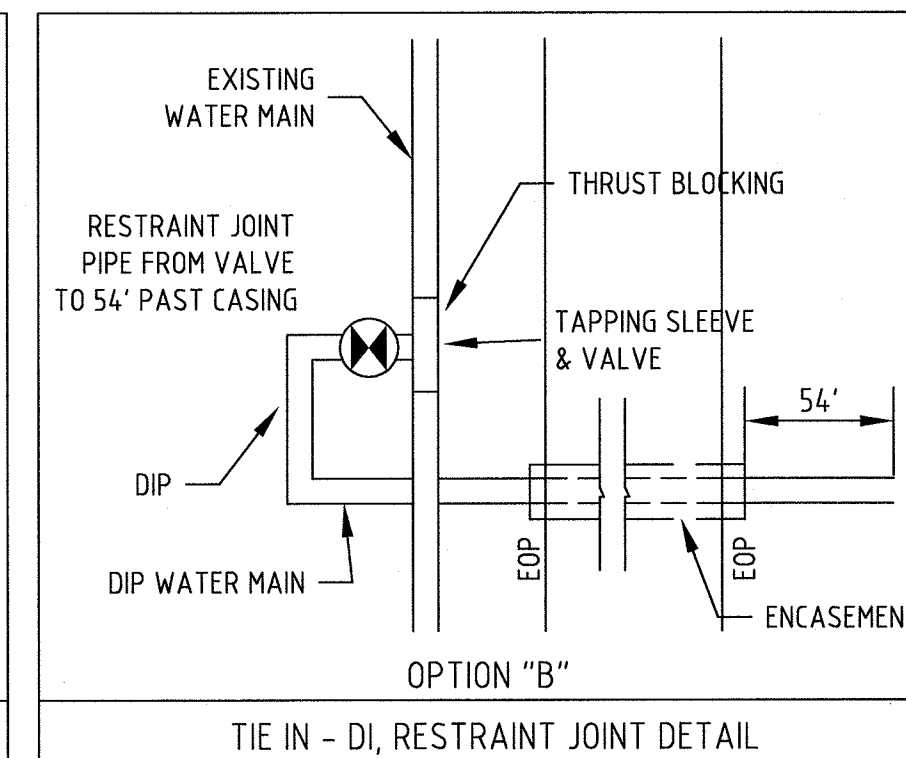
ALL CONCRETE THRUST BLOCKS SHALL BE 2500 P.S.I. CONCRETE.

MAXIMUM VERTICAL DEFLECTION SHALL BE 22 1/2".

JOINTS SHALL REMAIN FREE OF CONCRETE FOR INSPECTION, REPAIR OR REPLACEMENT OF JOINTS.

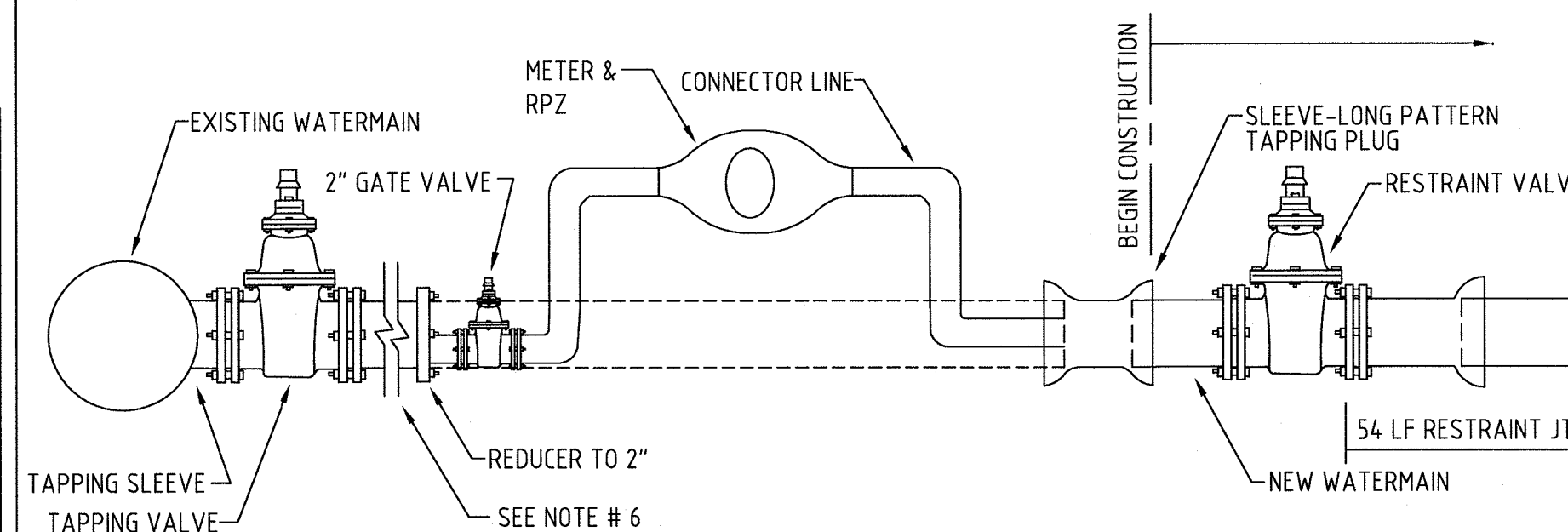


OPTION "A"
TIE IN - DUCTILE IRON DETAIL



OPTION "B"
TIE IN - DI, RESTRAINT JOINT DETAIL

NOTE:
OPTION "A" OR "B" WILL BE REQUIRED, DEPENDING ON THE AMOUNT OF SPACE AVAILABLE, TO BE FIELD VERIFIED



GENERAL NOTES:

- INSTALL CONNECTOR LINE FROM TAPPING VALVE TO NEW MAIN FOR FILLING, TESTING AND STERILIZING NEW MAIN.
- CONNECTOR LINE TO BE ASSEMBLED WITH RPZ AND METER BY CONTRACTOR AND TO BE OPERATED AND INDEPENDENT OF EXISTING MAIN.
- FINAL CONNECTION TO EXISTING MAIN TO BE MADE ONLY AFTER TOTAL PROJECT IS ACCEPTED BY UNION COUNTY PUBLIC WORKS.
- VALVES ON EXISTING SYSTEM TO BE OPERATED BY UCPW FORCES ONLY.
- ONLY ONE CONNECTION WILL BE ALLOWED BETWEEN THE EXISTING SYSTEM AND THE NEW CONSTRUCTION UNTIL TESTING AND DISINFECTION IS COMPLETE.
- MAXIMUM LENGTH OF PIPE NOT TO EXCEED 100'.

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C.

STANDARD DETAIL
THRUST BLOCK SPECIFICATIONS

SCALE: N/A
DATE: 11-17-06

17

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C.

STANDARD DETAIL
TAPPING SLEEVE

SCALE: N.T.S.
DATE: 11-17-06

18

UNION COUNTY PUBLIC WORKS DEPARTMENT
UNION COUNTY, N.C.

STANDARD DETAIL
DIRECT TAP JUMPER CONN. - LONGSIDE

SCALE: N.T.S.
DATE: 9-2-10

25B

ENGINEERING

P.O. BOX 551
Alpharetta, GA, 30009
(770) 882-4222
(770) 539-0640
www.enr.com

NO.	DATE	BY	ISSUE
1.	07/15/13	JLR	ADDRESS UCPW/TOWN OF WEDDINGTON COMMENTS

**ATHERTON ESTATES
SUBDIVISION**

DEVELOPER: KEN CHAPMAN
521 E. MOREHEAD ST., SUITE 400
CHARLOTTE, NC 28202

**UCPW
DETAILS**

DESIGNED BY	JLR	CHECKED BY	JHR
DRAWN BY	JLR	DATE	06/21/13
SCALE	AS SHOWN	JOB NUMBER	4878



Sheet
C-6.6

CONSTRUCTION NOTES:

I. MISCELLANEOUS
 A. CURRENT EDITIONS OF THE NORTH CAROLINA DOT ROADWAY STANDARD DRAWINGS AND SPECIFICATIONS MANUAL SHALL BE CONSIDERED PART OF THESE PLANS.
 B. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS AGENCIES BY THE ENGINEER, AND THE ARCHITECT. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SHALL SCHEDULE ANY NECESSARY INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.
 C. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO IN THESE PLANS SHALL BE OF THE LATEST REVISION.
 D. WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
 E. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.
 F. THE WATER AND SANITARY SEWER FACILITIES ARE SUBJECT TO REVIEW BY **UNION COUNTY PUBLIC WORKS** AND APPROVAL. STORM DRAINAGE FACILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE **TOWN OF WEDDINGTON** AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE REQUIRED PERMITS TO PERFORM WORK IN THE PUBLIC RIGHT-OF-WAY.
 G. GRADING OR SITE WILL REQUIRE LETTER OF PERMISSION FROM THE OWNER PRIOR TO ANY LAND DISTURBING ACTIVITIES.

II. SAFETY
 A. DURING THE CONSTRUCTION AND MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS SHALL BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.
 B. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC PLAN MUST BE SUBMITTED AND APPROVED BY **NC DOT** AND **EAGLE ENGINEERING** PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
 C. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN HIS OWN SAFETY EQUIPMENT IN ACCORDANCE WITH HIS HEALTH & SAFETY PROGRAM AND ALL OTHER APPLICABLE LEGAL AND HEALTH AND SAFETY REQUIREMENTS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROVIDING HIS EMPLOYEES AND SUB CONTRACTORS WITH ADEQUATE INFORMATION AND TRAINING TO ENSURE THAT ALL EMPLOYEES AND SUB CONTRACTORS AND SUB CONTRACTOR'S EMPLOYEES COMPLY WITH ALL APPLICABLE REQUIREMENTS. CONTRACTOR SHALL REMAIN IN COMPLIANCE WITH ALL OCCUPATION SAFETY AND HEALTH REGULATIONS AS WELL AS THE ENVIRONMENTAL PROTECTION LAWS. THE FOLLOWING IS NOT TO BE PERCEIVED AS THE ENTIRE SAFETY PROGRAM BUT JUST BASIC REQUIREMENTS.
 E. ALL EXCAVATIONS BY THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF THE DEPARTMENT OF LABOR'S OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION RULES AND REGULATIONS. PARTICULAR ATTENTION MUST BE PAID TO THE CONSTRUCTION STANDARDS FOR EXCAVATIONS, 29 CFR PART 1926, SUBPART I.
 F. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (U.S. DOT) SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND MAINTAIN THE PROJECT LIMITS.
 G. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
 H. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
 I. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.
 J. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT.
 K. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND PAVEMENT CONSTRUCTION.

III. SITE PLAN AND COORDINATE GEOMETRY
 A. PRELIMINARY ARCHITECTURAL BUILDING AND PLUMBING PLANS **HAVE NOT** BEEN RECEIVED BY EEI.
 B. SITE PLAN PREPARED BY EEI.
 C. STRUCTURAL PLANS **HAVE NOT** BEEN RECEIVED BY EEI.
 D. ELECTRICAL, MECHANICAL, AND FIRE SAFETY PLANS **HAVE NOT** BEEN RECEIVED BY EEI.
 E. BOUNDARY SURVEY & TOPOGRAPHIC SURVEY PREPARED BY **DONNIE LAWRENCE & ASSOC.**
 F. ALL POINTS AND MONUMENTS SHALL BE SURVEYED UPON MOBILIZATION TO VERIFY THEIR ACCURACY. ANY DISCREPANCIES DISCOVERED MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING.
 G. MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER AND REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT HIS OWN EXPENSE.
 H. ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM.
 I. LOCATIONS, DIMENSIONS, AND DIMENSIONS OF EXISTING STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
 J. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL BE PRODUCED ON AUTOCAD VERSION 12, OR LATER, AND UPON COMPLETION, THE CONTRACTOR SHALL FURNISH EAGLE ENGINEERING WITH DISKS OF ALL DRAWINGS, ONE SET OF REPRODUCIBLE MYLARS, AND FIVE SETS OF BLUEPRINTS. THE "AS-BUILT" INFORMATION SHALL CLEARLY AND ACCURATELY REPRESENT ALL CONSTRUCTED ITEMS INCLUDING, BUT NOT LIMITED TO:
 1. ELEVATIONS OF ALL STORM SEWER AND SANITARY SEWER STRUCTURE BOTTOMS, TOPS, AND INVERTS.
 2. FIELD MEASURED LENGTHS OF PIPES FOR ALL INSTALLED UTILITIES, CONDUITS, SLEEVES, ETC.
 3. LOCATIONS OF ALL STRUCTURES, PIPES, CONDUITS, SLEEVES, ETC.
 4. CALCULATED SLOPE OF ALL SANITARY SEWER AND STORM SEWER LINES.
 5. HORIZONTAL AND VERTICAL CONTROL OF ALL WATER MAIN FITTINGS AND APPURTENANCES, AND HORIZONTAL AND VERTICAL CONTROL ON THE TOP OF WATER MAINS AT ALL CROSSINGS, AND A MINIMUM OF EVERY 200 LINEAR FEET OF PIPE.
 6. HORIZONTAL AND VERTICAL CONTROL OF ALL TOP OF BANKS, TOE OF SLOPES, ALL GRADE BREAKS, BUILDINGS, PONDS, ETC.
 K. ALL DIMENSIONS SHOWN ON PLAN ARE TO FACE OF BUILDING, EDGE OF PAVEMENT, CENTERLINE OF STRUCTURE, OR END OF PIPE UNLESS NOTED OTHERWISE.

IV. CLEARING/DEMOLITION
 A. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, SODED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
 B. THE TOP 6" OF SOIL SHOULD BE REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER OR THE OWNER'S ENGINEER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER OR THE OWNER'S ENGINEER. REMAINING EARTHWORK THAT RESULTS FROM CLEARING AND GRUBBING OR SITE EXCAVATION IS TO BE UTILIZED ON-SITE IF REQUIRED, PROVIDED THAT THE MATERIAL IS DEEMED SUITABLE FOR CONSTRUCTION BY THE OWNER'S SOILS TESTING COMPANY. EXCESS MATERIAL IS TO BE EITHER STOCKPILED ON THE SITE AS DIRECTED BY THE OWNER OR OWNER'S ENGINEER, OR REMOVED FROM THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING EXCESS EARTHWORK FROM THE SITE.
 C. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS OR AS DIRECTED BY THE OWNER OR THE OWNER'S ENGINEER.

V. PAVING AND GRADING
 A. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE OWNER'S ENGINEER, OR OWNER'S SOILS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER OR THE OWNER'S ENGINEER. EXCAVATED AREAS TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.
 B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
 C. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT.
 D. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
 E. CONTRACTOR SHALL PROVIDE EROSION CONTROL AND SEDIMENTATION BARRIER (SILT FENCE OR OTHER MEASURES) TO PREVENT SILTING OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS.
 F. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.
 G. THE CONTRACTOR WILL STABILIZE BY SEED AND MULCH, SOD OR OTHER APPROVED MATERIALS AS APPLICABLE BY ANY DISTURBED AREAS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE UTILITY SYSTEMS AND PAVEMENT AREAS. CONTRACTOR SHALL MAINTAIN SUCH AREAS UNTIL FINAL ACCEPTANCE BY OWNER.
 H. ENGINEERED FILL MATERIAL SHALL NOT CONTAIN ROCKS OR HARD LUMPS GREATER THAN 3 INCHES IN MAXIMUM DIMENSIONS AND SHALL BE FREE OF VEGETATION, ORGANIC MATTER, DEBRIS, RUBBLE, AND OTHER UNSUITABLE MATERIALS. SHALL BE NON-EXPANSIVE MATERIALS.
 I. IMPORTED SOILS FOR USE AS ENGINEERED FILL AND SHALL NOT CONTAIN ROCKS OR HARD LUMPS GREATER THAN 3 INCHES IN MAXIMUM DIMENSIONS AND SHALL BE FREE OF VEGETATION, ORGANIC MATTER, DEBRIS, RUBBLE, AND OTHER UNSUITABLE MATERIALS.
 J. AGGREGATE BASE MATERIAL SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS.

SEIVE SIZE (PER ASTM D422)	% PASSING BY WEIGHT
1 INCH	100
3/4"	99
No. 8	35 - 55
No. 200	0 - 8

K. ALL AREAS TO RECEIVE FILL, AND AREAS OF STRUCTURES AND PAVEMENTS, SHALL BE STRIPPED OF VEGETATION, ORGANIC MATTER, DEBRIS, RUBBLE, AND OTHER UNSUITABLE MATERIALS. STRIPPED SOILS SHALL NOT BE USED IN ENGINEERED FILL, BUT MAY BE USED IN LANDSCAPE AREAS. ENGINEERED FILL MATERIAL SHALL BE COMPACTED TO AT LEAST THE FOLLOWING:
 * PERCENTAGES OF MAXIMUM DRY DENSITY AND OPTIMUM MOISTURE CONTENT, PER ASTM D1557 (MODIFIED PROCTOR).

ENGINEERED FILL MATERIAL	MINIMUM % COMPACTION	MOISTURE CONTENT RANGE
NATIVE SOIL	92%	OPTIMUM TO OPTIMUM PLUS 3%
ENGINEERED FILL UNDER STRUCTURES AND BEHIND RETAINING WALLS	95%	OPTIMUM TO OPTIMUM PLUS 3%
ENGINEERED FILL UNDER PAVEMENT AREAS	100%	OPTIMUM PLUS OR MINUS 2%
FILL IN LANDSCAPE AREAS	92%	2 TO 5% ABOVE OPTIMUM

 AGGREGATE BASE MATERIAL OR IMPROVED GRANULAR SOIL IN BUILDING AND PAVED AREAS SHALL BE COMPACTED TO AT LEAST THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY AND OPTIMUM MOISTURE CONTENT, PER ASTM D-1557 MODIFIED OR AASHITO EQUIVALENT.

MATERIAL	COMPACTION	RANGE
AGGREGATE BASE MATERIAL OR IMPROVED GRANULAR SOIL IN BUILDING AND PAVEMENT AREAS	100%	OPTIMUM PLUS OR MINUS 2%

L. IF SUB GRADE SOILS EXHIBIT PUMPING DURING COMPACTION, THE AREA SHALL BE ALLOWED TO DRY UNTIL THE SOILS BECOME WORKABLE WITHOUT PUMPING. THE MOISTURE CONTENT OF THE SOILS SHALL BE ADJUSTED TO PREVENT PUMPING.
 M. EXPOSURE TO THE ENVIRONMENT MAY REDUCE THE STRENGTH OF SOILS IN FOOTING, FLOOR SLAB, AND PAVED AREAS. IF THIS OCCURS, THE SOFTENED SOILS SHALL BE REMOVED AND REWORKED IMMEDIATELY PRIOR TO CONCRETE PLACEMENT. IF RAINFALL IS ENCOUNTERED AT A TIME WHEN BEARING SOILS IN FOOTING ARE EXPOSED, A 2 TO 4 INCH THICK LAYER OF LEAN CONCRETE MAY BE PLACED IN SUCH AREAS. THE SITE SHALL BE GRADED TO TRANSPORT SURFACE RUNOFF AWAY FROM THE STRUCTURES AND PAVED AREAS.
 N. GENERAL ROCK EXCAVATION: ROCK SHALL BE DEFINED AS ANY MATERIAL WHICH CANNOT BE EXCAVATED WITH A SINGLE TOOTH RIPPED BY A CRAWLER TRACTOR HAVING A MINIMUM DRAW BAR PULL RATED AT NOT LESS THAN 55,000 POUNDS (CATERPILLAR D8R OR EQUIVALENT). THE VOLUME OF ROCK EXCAVATION SHALL BE DETERMINED BY A LICENSED SURVEYOR BY THE AVERAGE END AREA METHOD. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCALED PLAN WITH A FREQUENT GRID SYSTEM TO ACCURATELY DEFINE THE VOLUME OF ROCK EXCAVATED. THE DEPTH OF ROCK SHALL BE DEFINED AS FROM TOP OF ROCK TO THE CONTRACT SPECIFIED ELEVATION FOR EXCAVATION. CONTRACTOR SHALL BE COMPENSATED FOR ROCK EXCAVATION AS DEFINED HEREIN IN ACCORDANCE WITH CONTRACT UNIT PRICES.
TRENCH ROCK EXCAVATION:
 O. TRENCH ROCK EXCAVATION IS DEFINED AS ANY MATERIAL WHICH CANNOT BE EXCAVATED WITH A BACKHOE HAVING A BUCKET CURLING FORCE RATE AT NOT LESS THAN 24,700 POUNDS (CATERPILLAR MODEL 225 OR EQUIVALENT).
 P. BASIS OF PAYMENT FOR TRENCH ROCK EXCAVATION:
 1. PIPE TRENCH: THAT VOLUME DEFINED BY THE PIPE DIAMETER PLUS 18" AND THE DEPTH FROM TOP OF ROCK TO BOTTOM OF PIPE PLUS 6" MULTIPLIED BY THE ACTUAL LENGTH.
 2. WALL FOOTING, PIT: THAT VOLUME DEFINED BY THE WIDTH OF FOOTING PLUS 12" AND THE DEPTH FROM TOP OF ROCK TO BOTTOM OF FOOTING MULTIPLIED BY THE ACTUAL LENGTH OF WALL.
 3. COLUMN FOOTING: THE AREA OF THE COLUMN FOOTING MULTIPLIED BY THE DEPTH FROM TOP OF ROCK TO BOTTOM OF FOOTING. CONTRACTOR SHALL BE COMPENSATED FOR ROCK EXCAVATION AS DEFINED HEREIN IN ACCORDANCE WITH CONTRACT UNIT PRICES.

Q. PROF ROLLING OF STREET SUBGRADE AND AGGREGATE BASE MATERIAL SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE DEVELOPER'S ENGINEER AND/OR NCDOT. THE ENGINEER AND/OR NCDOT SHALL PROVIDE WRITTEN VERIFICATION TO THE TOWN THAT THE SUBGRADE AND AGGREGATE BASE MATERIAL MEET THE DENSITY REQUIREMENTS AND CLASSIFICATION REQUIREMENTS AS SPECIFIED. FAILURE TO PROVIDE ENGINEER'S VERIFICATION MAY RESULT IN DELAY OF FINAL ACCEPTANCE OF THE DEVELOPMENT BY THE TOWN.
VI. DRAINAGE
 A. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH NCDOT STANDARDS UNLESS OTHERWISE NOTED.
 B. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURE OR END OF THE PIPE. CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO SUBMITTAL OF BID.
 C. ALL DRAINAGE STRUCTURE GRATES AND COVERS SHALL BE AS PER NCDOT STANDARDS UNLESS OTHERWISE NOTED.
 D. ALL STORM DRAINAGE PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTIONS.
 E. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS FOR THESE PURPOSES.

VII. EROSION/TURBIDITY CONTROL
 A. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMIC, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
 B. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE. WHILE SANDY MATERIAL MAY NEED ONLY SILT SILT FENCE TO PREVENT EROSION. FLOATING TURBIDITY CURTAINS SHALL BE USED IN OPEN WATER SITUATIONS. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORM WATER RUNOFF FROM BEING DISCHARGED TO WETLANDS OR OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES AND OTHER EROSION/TURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
 C. CONSTRUCTION OPERATIONS IN OR ADJACENT TO WETLANDS SHALL BE RESTRICTED TO THOSE AREAS IDENTIFIED IN THE PLANS AND IN THE SPECIFICATIONS.
 D. EXCEPT AS NECESSARY FOR CONSTRUCTION, EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN WETLANDS OR IN A POSITION CLOSE ENOUGH THERETO TO BE WASHED AWAY BY HIGH WATER OR RUNOFF.
 E. THE CONTRACTOR SHALL SCHEDULE HIS OPERATIONS SUCH THAT THE AREA OF UNPROTECTED ERODIBLE EARTH EXPOSED AT ANY ONE TIME IS NOT LARGER THAN THE MINIMUM AREA NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS, AND THE DURATION OF EXPOSED, UNCOMPLETED CONSTRUCTION TO THE ELEMENTS SHALL BE AS SHORT AS PRACTICABLE. CLEARING AND GRUBBING SHALL BE SO SCHEDULED AND PERFORMED THAT GRADING OPERATIONS CAN FOLLOW IMMEDIATELY THEREAFTER, AND GRADING OPERATIONS SHALL BE SCHEDULED AND PERFORMED THAT PERMANENT EROSION CONTROL FEATURES CAN FOLLOW IMMEDIATELY THEREAFTER IF CONDITIONS ON THE PROJECT PERMIT.
 F. THE CONTRACTOR AND/OR OWNER'S REPRESENTATIVE SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL DISTURBED AREAS ARE STABILIZED.

NPDES NOTE:
 REGULATIONS ADOPTED BY THE US ENVIRONMENTAL PROTECTION AGENCY (US EPA) AND BY THE NORTH CAROLINA DIVISION OF WATER QUALITY REQUIRE THAT A NATURAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT BE OBTAINED FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITH LAND DISTURBANCE OF 1 ACRE OR MORE.
 CONTRACTOR SHALL CHECK EROSION CONTROL MEASURES WEEKLY AND/OR AFTER A 1/2" OR MORE RAIN. CONTRACTOR SHALL KEEP RECORDS OF EVERY INSPECTION.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL STABILIZE EXPOSED GROUND AS SOON AS INDIVIDUAL AREAS ARE COMPLETED.
 2. CONTRACTOR SHALL NOT REMOVE ANY BASIN UNTIL ALL SEDIMENT-PRODUCING AREAS UPSTREAM HAVE BEEN PERMANENTLY STABILIZED AND REMOVAL IS APPROVED BY EROSION CONTROL COORDINATOR.
 3. STABILIZATION IS THE BEST FORM OF EROSION CONTROL. TEMPORARY SEEDING IS NECESSARY TO ACHIEVE EROSION CONTROL ON LARGE DENUDEED AREAS AND ESPECIALLY WHEN SPECIFICALLY REQUIRED AS PART OF THE CONSTRUCTION SEQUENCE SHOWN ON THE PLAN. ALL GRADED SLOPES MUST BE SEEDED AND MULCHED WITHIN 14 CALENDAR DAYS (7 CALENDAR DAYS FOR SLOPES STEEPER THAN 3:1).
 4. ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY LOCAL AUTHORITY.
 5. NO SLOPES SHALL EXCEED 2:1. FILL SLOPES GREATER THAN 10' REQUIRE ADEQUATE TERRACING.
 6. GROUND COVER ON EXPOSED SLOPES SHOULD BE COMPLETED WITHIN 14 CALENDAR DAYS.
 7. ALL SILT FENCE SHALL HAVE WIRE AND WASHED STONE.
 8. A FILTER BERM SHALL BE PLACED TEMPORARILY AT THE END OF ALL FES UNTIL RIP RAP OR OTHER ARE INSTALLED.
 9. ON-SITE BURIAL PITS REQUIRE AN ON-SITE DEMOLITION LANDFILL PERMIT FOR THE ZONING ADMINISTRATOR.
 10. ANY GRADING BEYOND THE DENUDEED LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE CITY/COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
 11. GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF NC LAW AND IS SUBJECT TO A FINE.
 12. A GRADING PLAN MUST BE SUBMITTED FOR ANY LOT GRADING THAT WAS NOT PREVIOUSLY APPROVED.
 13. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM AFFECTED PROPERTY OWNERS.
 14. ALL STD. NUMBERS REFER TO THE **NCODNR** STANDARDS MANUAL UNLESS OTHERWISE NOTED.
 15. STEEL POST WITH WIRE FENCE BACKING SHOULD BE USED INSTEAD OF WOODEN POST, BURIED OR DRIVEN TO A DEPTH OF 18" IN THE GROUND. PREFABRICATED SILT FENCE IS NOT ACCEPTABLE ON THIS PROJECT.
 16. SEDIMENT TRAP AND BASINS SLOPES SHALL BE SEEDED IMMEDIATE AFTER CONSTRUCTION TO PROMOTE STABLE SLOPES AS SOON AS POSSIBLE.
 17. WHERE TEMPORARY DIVERSIONS ENTER SEDIMENT TRAPS AND BASINS, TEMPORARY SLOPE DRAINS MAY BE NECESSARY BASED ON FIELD CONDITIONS.

MAINTENANCE PLAN:
 1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RUNOFF-PRODUCING RAINFALL, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNATED.
 2. THE SEDIMENT BASIN WILL BE CLEANED OUT WHEN THE LEVEL OF SEDIMENT REACHES 2.0 FT. BELOW THE TOP OF THE RISER. GRAVEL WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY.
 3. SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAP AND BLOCK AND GRAVEL INLET PROTECTION DEVICE WHEN STORAGE CAPACITY HAS BEEN APPROXIMATELY 50% FILLED. GRAVEL WILL BE CLEANED OR REPLACED WHEN THE SEDIMENT POOL NO LONGER DRAINS PROPERLY.
 4. SEDIMENT WILL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT BECOMES ABOUT 0.5 FT DEEP AT THE FENCE. THE SEDIMENT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
 5. ALL SEEDED AREAS WILL BE FERTILIZED, RESEED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
 6. ALL DISTURBED AREAS SHALL BE SEEDED OR OTHERWISE STABILIZED WITHIN 14 CALENDAR DAYS. SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITHIN 7 CALENDAR DAYS.

TEMPORARY SEEDING REQUIREMENTS PER NCODNR EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL

TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING

SEEDING MIXTURE SPECIES	RATE (LB/ACRE)
RYE (GRAIN)	120
ANNUAL LESPEDEZA (KOBE IN PIEDMONT AND COASTAL PLAIN, KOBEN IN MOUNTAINS)	50

OMIT ANNUAL LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT TO EXCEED BEYOND JUNE.

SEEDING DATES

LOCATIONS	Above 2500 FEET:	FEB. 15 - MAY 15
PIEDMONT	BELOW 2500 FEET:	FEB. 1 - MAY 1
COASTAL PLAIN		JAN. 1 - MAY 1
		DEC. 1 - APR. 15

SOIL AMENDMENTS
 FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.

MULCH
 APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
 RESEED IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

TABLE 6.10B
 TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER

SEEDING MIXTURE SPECIES	RATE (LB/ACRE)
GERMAN MILLET	40

IN THE PIEDMONT AND MOUNTAINS, A SMALL-STEMMED SUDANGRASS MAY BE SUBSTITUTED AT A RATE OF 50 LB/ACRE.

SEEDING DATES
 MOUNTAINS MAY 15 - AUG. 15
 PIEDMONT MAY 1 - AUG. 15
 COASTAL PLAIN APR. 15 - AUG. 15

SOIL AMENDMENTS
 FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.

MULCH
 APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
 RESEED IF GROWTH IS NOT FULLY ADEQUATE. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

TABLE 6.10C
 TEMPORARY SEEDING RECOMMENDATIONS FOR FALL

SEEDING MIXTURE SPECIES	RATE (LB/ACRE)
RYE (GRAIN)	120

SEEDING DATES
 MOUNTAINS AUG. 15 - DEC. 15
 COASTAL PLAIN AND PIEDMONT AUG. 15 - DEC. 30

SOIL AMENDMENTS
 FOLLOW SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 10-10-10 FERTILIZER.

MULCH
 APPLY 4,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS A MULCH ANCHORING TOOL.

MAINTENANCE
 REPAIR AND REFERTILIZE DAMAGED AREAS IMMEDIATELY. TOPDRESS WITH 50 LB/ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/ACRE KOBE (PIEDMONT AND COASTAL PLAIN) OR KOREAN (MOUNTAINS) LESPEDEZA IN LATE FEBRUARY OR EARLY MARCH.

PERMANENT SEEDING REQUIREMENTS PER NCODNR EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL

TABLE 6.11K
 PERMANENT SEEDING FOR STEEP SLOPES OR POOR SOILS; LOW MAINTENANCE

SEEDING MIXTURE SPECIES	RATE (LB/ACRE)
TALL FESCUE	100
SERICEA LESPEDEZA	30
KOBE LESPEDEZA	25

SEEDING NOTES
 1. IN EASTERN PIEDMONT ADD 25 LB/ACRE PENSACOLA BAHIAGRASS OR 10 LB/ACRE COMMON BERMUADGRASS. USE COMMON BERMUADGRASS ONLY WHERE IT IS UN-LIKELY TO BECOME A PEST.
 2. AFTER AUG. 15 USE UNSCARIFIED SERICEA SEED.
 3. WHERE A NEAT APPEARANCE IS DESIRED, OMIT SERICEA AND SUBSTITUTE 40 LB/ACRE BAHIAGRASS OR 15 LB/ACRE BERMUADGRASS.
 4. TO EXTEND SPRING SEEDING DATES INTO JUNE, ADD 15 LB/ACRE HULLED BER-MUDAGRASS. HOWEVER, IT IS PREFERABLE TO SEED TEMPORARY COVER AND SEED FESCUE IN SEPT.

NURSE PLANTS
 BETWEEN MAY 1 AND AUG. 15, ADD 10 LB/ACRE GERMAN MILLET OR 15 LB/ACRE SUDANGRASS. PRIOR TO MAY 1 OR AFTER AUG. 15 AND 40 LB/ACRE RYE (GRAIN).

SEEDING DATES

FALL:	BEST	POSSIBLE
AUG. 25 - SEPT. 15	AUG. 20 - OCT. 25	
LATE WINTER:	FEB. 15 - MAR. 21	FEB. 1 - APR. 15

FALL IS BEST FOR TALL FESCUE AND LATE WINTER LESPEDEZAS. OVERSEEDING KOBE LESPEDEZA OVER FALL-SEEDED TALL FESCUE IS VERY EFFECTIVE. USE UNHULLED BERMUADGRASS SEED IN FALL.

SOIL AMENDMENTS
 APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS, OR APPLY 4,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 10-10-10 FERTILIZER.

MULCH
 APPLY 4,000-5000 LB/ACRE GRAIN STRAW, OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCHING MATERIAL. ANCHOR MULCH BY TACKING WITH ASPHALT, BRWING, OR NETTING. NETTING IS THE PREFERRED ANCHORING METHOD ON STEEP SLOPES.

MAINTENANCE
 REFERTILIZE IN THE SECOND YEAR UNLESS GROWTH IS FULLY ADEQUATE. MAY BE MOVED ONCE OR TWICE A YEAR, BUT MOWING IS NOT NECESSARY. RESEED, FERTILIZE AND MULCH DAMAGED AREAS IMMEDIATELY.

VIII. PROTECTION OF EXISTING UTILITIES

THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AGENCY FOR THE EXACT FIELD LOCATIONS OF ALL WATER, SEWER, ELECTRIC, TELEPHONE, TELEVISION AND ANY OTHER UNDERGROUND AND OVERHEAD UTILITY BEFORE STARTING CONSTRUCTION. THE OMISSION FROM THE EXISTING UTILITIES LOCATION DRAWINGS OF THE EXISTING UTILITIES SHALL BE CONSIDERED AS THE NON-EXISTENCE OF OR A DEFINITE LOCATION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF WORK.
 THE FOLLOWING LISTING OF UTILITY COMPANIES (WHICH MAY OR MAY NOT BE COMPLETE) MAY HAVE EXISTING UNDERGROUND OR OVERHEAD UTILITIES IN THE CONTRACT VICINITY.

UTILITY PROVIDERS	
WATER & SEWER	UNION COUNTY PUBLIC WORKS 474-296-4210
TELEPHONE	FRONTRIER COMMUNICATIONS 704-291-3145
ELECTRIC	DUKE POWER CORP. 704-821-2105
NATURAL GAS	PIEDMONT NATURAL GAS 704-507-1912

VII. SANITARY SEWER AND WATER DISTRIBUTION
 A. SANITARY SEWERS AND STORM SEWERS SHOULD ALWAYS CROSS UNDER WATER MAINS. SANITARY SEWERS AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.
 B. WHERE SANITARY SEWERS AND STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS IF IT IS NOT AVAILABLE. IN THESE CASES, THE MINIMUM VERTICAL CLEARANCE OF DIP MUST BE AT LEAST 18 INCHES. PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE LEAK FREE AND MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT THE CROSSING.)
 C. ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPET CENTERED ON THE CROSSING).
 D. WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS ABOVE.
 E. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS.
 F. IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAINS MUST BE LOCATED TO THE RIGHT OF THE SEWER OR ON AN UNDISTURBED EARTH SHELVE LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
 G. WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (IF AVAILABLE IN THE SIZE PROPOSED) WITH A MINIMUM VERTICAL DISTANCE OF 18 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM THE JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
 H. ALL SANITARY SEWER MAINS, LATERALS AND FORCE MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
 I. ALL ON SITE P.V.C. GRAVITY SANITARY SEWER PIPE SHALL BE MADE OF MATERIAL HAVING A CELL CLASSIFICATION OF 12454 B, 12454 C OR 13354 B AS DEFINED IN ASTM D-1784 AND CONFORM TO THE REQUIREMENTS OF SDR 26. ELASTOMERIC GASKET JOINTS SHALL BE UTILIZED.
 J. ALL ON SITE DUCTILE IRON PIPE SHALL BE CLASS 52 AND SHALL RECEIVE INTERIOR AND EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8, OR A 21.51.
 K. SANITARY SEWER CONNECTION LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE.

UNION COUNTY PUBLIC WORKS WATER & SEWER EXTENSION ORDINANCE
 M. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW SANITARY SEWER LINES TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES NEAR THE POINT OF CONNECTION AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES WITH DESIGN INFORMATION SHOWN IN THESE PLANS. CONTRACTOR SHALL NOTIFY ENGINEER AND **UNION COUNTY PUBLIC WORKS** INSPECTOR AT LEAST 48 HOURS IN ADVANCE OF SCHEDULED WORK.
 N. ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER AND **UNION COUNTY PUBLIC WORKS** PRIOR TO PLACEMENT OF AND PAVING AND AGAIN PRIOR TO OBTAINING CERTIFICATE OF OCCUPANCY. CONTRACTOR TO NOTIFY THE ENGINEER AND **UNION COUNTY PUBLIC WORKS** 48 HOURS IN ADVANCE TO SCHEDULE INSPECTIONS.
 O. THE CONTRACTOR



600 East Fourth Street
Charlotte, NC 28202
704-336-2205
www.mumpo.org

July 22, 2013

Mayor Walker Davidson
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Charlotte Regional Transportation Planning Organization
Memorandum of Understanding

Dear Mayor Davidson:

The purpose of this letter is to seek direction from you and your staff on the most appropriate means of obtaining Weddington's adoption of the proposed Memorandum of Understanding (MOU) creating the Charlotte Regional Transportation Planning Organization (CRTPO.) The CRTPO is the successor organization to the Mecklenburg-Union Metropolitan Planning Organization (MUMPO), and is being created in response to the expanded urbanized area (UZA) designated as a result of the 2010 Census. It will fulfill all requirements for Metropolitan Planning Organizations (MPO) to conduct regional transportation planning.

On July 17, 2013, MUMPO endorsed an updated MOU and directed that it be forwarded to local and county governments for adoption. The MOU is an MPO's governing document and sets forth the roles and responsibilities for implementing the cooperative, comprehensive and continuing transportation planning process in the Charlotte UZA. In order for Weddington to participate as a full member of the CRTPO, the Town's governing body must authorize its chief elected official to sign the MOU. In addition, and as incorporated into the updated MOU, the Town must also pay its share of the required local match of federal funds provided to support CRTPO. The estimated amount is \$3,263.

Your leadership in obtaining Weddington's adoption of the proposed MOU by October 1, 2013 will be most appreciated. I look forward to the Town continuing its active participation in the regional transportation planning process.

Sincerely:

A handwritten signature in black ink that reads "Robert W. Cook".

Robert W. Cook, AICP
Secretary, Mecklenburg-Union Metropolitan Planning Organization

cc: Barbara Harrison, MPO Alternate Representative
Amy McCollum, Town Clerk/Administrator
Jordan Cook, Zoning Administrator/Town Planner & TCC Representative

Charlotte Regional
Transportation Planning Organization

Memorandum of Understanding

**Final Draft
Endorsed by the
Mecklenburg-Union
Metropolitan Planning Organization
July 17, 2013**

**MEMORANDUM OF UNDERSTANDING
FOR**

COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

AMONG

THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
THE NORTH CAROLINA BOARD OF TRANSPORTATION,
THE CITY OF CHARLOTTE, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF FAIRVIEW,
TOWN OF HUNTERSVILLE, TOWN OF INDIAN TRAIL, IREDELL COUNTY, TOWN OF MARSHVILLE,
VILLAGE OF MARVIN, TOWN OF MATTHEWS,
MECKLENBURG COUNTY, TOWN OF MINERAL SPRINGS, TOWN OF MINT HILL, CITY OF MONROE,
TOWN OF MOORESVILLE, TOWN OF PINEVILLE,
TOWN OF STALLINGS, CITY OF STATESVILLE, TOWN OF TROUTMAN, UNION COUNTY, , TOWN OF
WAXHAW, TOWN OF WEDDINGTON, VILLAGE OF WESLEY CHAPEL and TOWN OF WINGATE, IN
COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH THAT:

WHEREAS, Section 134(a) of Title 23 of the United States Code states:

“It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities), which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems”; and,

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina requires that:

Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation.

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(b1-4) provides that:

After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities.

The municipality or the MPO shall provide opportunity for public comments prior to adoption of the transportation plan.

For portions of a county located within an MPO, the development of a comprehensive transportation plan shall take place through the metropolitan planning organization.

To complement the roadway element of the transportation plan, municipalities and MPOs may develop a collector street plan to assist in developing the roadway network. The Department of Transportation may review and provide comments but is not required to provide approval of the collector street plan.

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(d) provides that:

For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO.,

WHEREAS, it is the desire of these agencies that the previously established continuing, comprehensive, cooperative transportation planning process, as set forth in the Memorandum of Understanding dated September 2003 be revised and updated to comply with 23 U.S.C. subsections 134, as amended (Federal Highway Administration) and 49 U.S.C. 5303, 5305, 5306 and 5307 (Federal Transit Administration).

WHEREAS, the effective date of this document shall be the date on which it is signed by the Governor of the State of North Carolina, or his designee.

NOW THEREFORE the Memorandum of Understanding is amended to read as follows:

SECTION I. It is hereby agreed that the CITY OF CHARLOTTE, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF FAIRVIEW, TOWN OF HUNTERSVILLE, TOWN OF INDIAN TRAIL, IREDELL COUNTY, TOWN OF MARSHVILLE, VILLAGE OF MARVIN, TOWN OF MATTHEWS, MECKLENBURG COUNTY, TOWN OF MINERAL SPRINGS, TOWN OF MINT HILL, CITY OF MONROE, TOWN OF MOORESVILLE, TOWN OF PINEVILLE, TOWN OF STALLINGS, CITY OF STATESVILLE, TOWN OF TROUTMAN, UNION COUNTY, TOWN OF WAXHAW, TOWN OF WEDDINGTON, VILLAGE OF WESLEY CHAPEL, TOWN OF WINGATE, AND THE NORTH CAROLINA BOARD OF TRANSPORTATION in cooperation with THE UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

- A. The area involved will consist of the Charlotte Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, in addition to that area beyond the existing urbanized area boundary that is expected to become urban within a twenty-year planning period. This area is hereinafter referred to as the Planning Area.

Portions of the Charlotte Urbanized Area located in the following counties are by agreement with adjacent metropolitan planning organizations (MPO) not part of the planning area of the Charlotte Regional Transportation Planning Organization (CRTPO): Cabarrus, Catawba, Gaston, Lancaster, Lincoln and York. The responsibility for implementing a continuing transportation planning process shall

be the responsibility of those MPOs, as noted in the mutually adopted agreements between CRTPO and the adjacent MPOs.

- B. The continuing transportation planning process will be a cooperative one and all planning discussions will be reflective of and responsible to the comprehensive plans for growth and development of the Planning Area.
- C. The continuing transportation planning process will be conducted in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
- D. The Charlotte Regional Transportation Planning Organization, hereinafter referred to as the CRTPO, is hereby established with responsibility for coordinating transportation policy of member local governments within the Planning Area and will consist of the Chief Elected Official or a single representative appointed by the Chief Elected Official from the following Boards of General Purpose Local Government as well as two members from the North Carolina Board of Transportation and one member representing the Metropolitan Transit Commission:

- 1. Charlotte City Council
- 2. Cornelius Board of Commissioners
- 3. Davidson Board of Commissioners
- 4. Fairview Town Council
- 5. Huntersville Board of Commissioners
- 6. Indian Trail Town Council
- 7. Iredell County Board of Commissioners
- 8. Marshville Town Council
- 9. Marvin Village Council
- 10. Matthews Board of Commissioners
- 11. Mecklenburg County Board of Commissioners
- 12. Metropolitan Transit Commission
- 13. Mineral Springs Town Council
- 14. Mint Hill Board of Commissioners
- 15. Monroe City Council
- 16. Mooresville Town Board of Commissioners
- 17. Pineville Town Council
- 18. Stallings Town Council
- 19. Statesville City Council
- 20. Troutman Board of Aldermen
- 21. Union County Board of Commissioners
- 22. Waxhaw Board of Commissioners
- 23. Weddington Town Council
- 24. Wesley Chapel Village Council
- 25. Wingate Board of Commissioners
- 26. North Carolina Board of Transportation-Division 10
- 27. North Carolina Board of Transportation-Division 12

The Chief Elected Official of the above member agencies is strongly encouraged to appoint an alternate, in accordance with the rules contained within the CRTPO Bylaws.

- E. The duties and responsibilities of the CRTPO are as follow:
 - 1. The CRTPO in cooperation with the State, and in cooperation with publicly owned operators of mass transportation services, shall be responsible for carrying out the urban transportation planning process specified by the U. S. Department of Transportation and shall develop the

Unified Planning Work Program, the Metropolitan Transportation Plan, and the Transportation Improvement Program..

2. The CRTPO shall be the forum for cooperative decision-making by elected officials of General Purpose Local Government. . However, this shall not limit the CRTPO's local responsibility for (1) insuring that the transportation planning process and the plans and improvement projects which emerge from that process are consistent with the policies and desires of local government; nor, (2) serving as a forum for the resolution of conflicts which arise during the course of developing the Metropolitan Transportation Plan and the Transportation Improvement Program.
3. The CRTPO shall review and approve the Unified Planning Work Program, Metropolitan Transportation Plan and Transportation Improvement Program.
4. The CRTPO as required shall review, approve, and endorse amendments to the Unified Planning Work Program, the Metropolitan Transportation Plan and the Transportation Improvement Program.
5. The CRTPO shall be responsible for adopting and amending the Comprehensive Transportation Plan. Action of the CRTPO in this regard (and this regard only) shall be construed as definitive action of any and all affected municipalities and shall meet the statutory requirement of G.S. 136-66.2(b) without further action of the local municipality(ies).
6. The CRTPO shall have the responsibility for keeping the Boards of General Purpose Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these Boards; and ensuring meaningful citizen participation in the transportation planning process.
7. The CRTPO shall review, approve and endorse changes to the Federal-Aid Urban Area System and Boundary, in conformance with Federal regulations.
8. The CRTPO shall review, approve, and endorse a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process; and
9. The CRTPO shall conduct the transportation planning process in conformance with the Clean Air Act, as amended.
10. The CRTPO is responsible for conducting public involvement and technical analyses to determine the preliminary alignments for transportation projects (both road and transitway) included in the Comprehensive Transportation Plan and Metropolitan Transportation Plan. These alignments will be used by local jurisdictions through their land development ordinances for right-of-way protection purposes. Once the CRTPO has adopted an official alignment, it can be modified only by official CRTPO action as outlined in the bylaws of the governing body and Technical Coordinating Committee.

The CRTPO adopts the alignment for right-of-way purposes even if the alternatives are produced through a State or locally funded environmental study process. CRTPO decisions are subject to the voting guidelines contained in Section I.G of this Memorandum of Understanding.

11. The representatives from each General Purpose Local Government on the CRTPO shall be responsible for instructing the clerk of his/her local government to submit certified and sealed copies of minutes or resolutions to the secretary of the CRTPO when formal action involving the Comprehensive Transportation Plan is taken by his/her local government.

12. The CRTPO is responsible for the distribution of funds distributed to CRTPO's under the provisions of MAP-21, and successor legislation.
 13. The CRTPO shall adopt a set of Bylaws. Amendments to the Bylaws shall occur by a **3/4** vote of the CRTPO.
 14. The CRTPO shall maintain a centralized information repository including but not limited to the Metropolitan Transportation Plan; Comprehensive Transportation Plan; the Unified Planning Work Program (UPWP); transportation conformity analysis; CRTPO and TCC Bylaws and membership lists; copies of all final environmental studies, public hearing maps, roadway corridor official maps, and noise reports on projects within the CRTPO boundaries; copies of adopted transportation project alignments; the Transportation Improvement Program (TIP) (local and state); and any other appropriate archival information. The CRTPO shall endeavor through the affected local governments and appropriate technological means to make this information easily available to local governments, citizens, and individuals involved in land development and real estate transactions.
 15. The CRTPO shall have the primary responsibility for citizen input into the continuing transportation planning process.
 18. Any other duties identified as necessary to further facilitate the transportation planning process.
- F. CRTPO shall consist of both voting and non-voting members.

Voting membership in CRTPO will consist of representatives of the following General Purpose Local Government units, the Metropolitan Transit Commission and the North Carolina Board of Transportation (), which shall have the indicated number of votes:

Unit	Number of votes
City of Charlotte	31
Town of Cornelius	2
Town of Davidson	1
Town of Fairview	1
Town of Huntersville	2
Town of Indian Trail	2
Iredell County	2
Town of Marshville	1
Village of Marvin	1
Town of Matthews	2
Mecklenburg County	2
Town of Mineral Springs	1
Town of Mint Hill	2
City of Monroe	2
Town of Mooresville	2
Town of Pineville	1
Town of Stallings	1
City of Statesville	2
Town of Troutman	1
Union County	2
Town of Waxhaw	1
Town of Weddington	1
Village of Wesley Chapel	1
Town of Wingate	1
N.C. Board of Transportation (Division 10)	1
N.C. Board of Transportation (Division 12)	1

Cities/Towns within the Planning Area must have local land use plans and development ordinances in place in order to be voting members. A county other than Iredell, Mecklenburg and Union that becomes part of the Planning Area in whole or in part with at least 5,000 persons in the unincorporated area will also be eligible for voting membership. (For the purpose of establishing membership and voting privileges, jurisdictional population figures shall be calculated based on the latest decennial Census reports of the population of each jurisdiction including, in Mecklenburg County, their Spheres of Influence, in Iredell, TO BE DETERMINED, and in Union County the area including their extra-territorial jurisdiction).

Members will vote on matters pursuant to the authority granted by their respective governmental bodies.

Non-voting membership. One representative from each of the following bodies will serve as a non-voting member:

Charlotte-Mecklenburg Planning Commission
Iredell County Planning Board
Union County Planning Board
U.S. Department of Transportation – FHWA, FTA

Other local, State, or Federal agencies impacting transportation in the Planning Area, as well as cities/towns in the Planning Area that do not otherwise qualify for voting membership can become non-voting members upon invitation by the CRTPO. Cities and towns which do not act to adopt this Memorandum of Understanding, and are otherwise eligible for voting membership, may request to participate in the CRTPO no more than three months after the Memorandum of Understanding's effective date. The effective date shall be defined as the date on which the Governor of the State of North Carolina, or his designee, signs the Memorandum of Understanding.

The term of any designated representative shall be one calendar year from the date of appointment. The CRTPO shall have a Chairperson and Vice-Chairperson and shall meet in accordance with the rules contained within the CRTPO Bylaws.

G. CRTPO Voting Policy

1. A simple majority (weighted) vote shall determine all issues except as provided in 2, 3 and 4 below.
2. When any project is on a road that does not carry an I, U.S., or N.C. route designation, and is totally contained within a single municipality's corporate limits or sphere of influence, its location shall be determined only with the consent of that municipality.
3. When any project is on a road that does not carry an I, U.S. or N.C route designation, the CRTPO cannot override the position of any individual local municipality when any portion of the project is within the municipality's corporate limits or sphere of influence, except by 3/4 majority vote of all votes eligible to be cast.
4. Amendments to the MOU or the CRTPO Bylaws require a 3/4 majority vote of all votes eligible to be cast
5. Quorum shall be established in accordance with rules contained within the MUMPO Bylaws.

6. Eligibility to vote on the CRTPO shall be limited to members in good standing. A member in good standing shall be defined as one having paid its share of funding as defined in Section J of this chapter.

H. A Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the Planning Area and with the responsibility for making recommendations to the respective local and State governmental agencies and the CRTPO regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Unified Planning Work Program (UPWP), Comprehensive Transportation Plan, Transportation Improvement Program, Federal-Aid Urban System and Boundary, Metropolitan Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Membership of the TCC shall be defined in its bylaws and shall include technical representation from all local, county and State governmental agencies directly related to and concerned with the transportation planning process for the planning area.

A TCC member (or alternate) cannot be an elected official holding office in any CRTPO member Town/City Council or County Commission. Representatives of the municipalities shall be the chief administrative officers (town managers) or their designees. Other entities may be represented by their chief administrative officers or their designees. TCC members must be employees of the jurisdiction they represent. Each TCC member shall have one vote.

If the chief administrative officer of a TCC member entity wishes to be represented on the TCC by an individual previously designated to represent another entity on the TCC, the requesting entity's CRTPO representative or chief administrative officer must seek and obtain written approval of such an arrangement from the TCC Chair. If a single individual is the designated representative or alternate for more than one of the above entities, the designated representative shall cast one vote for each entity represented.

I. Administrative coordination for the CRTPO and for the TCC will be performed by the Charlotte-Mecklenburg Planning Department's Transportation Planning Manager, who shall report to the Chair of the CRTPO. Administrative support shall be furnished by the Charlotte-Mecklenburg Planning Department's Director. The Transportation Planning Manager shall supervise additional CRTPO staff as necessary and approved in the annual work program. The Transportation Planning Manager will serve as the Secretary for the CRTPO and TCC with the responsibility for such functions as follows:

1. Arranging meetings and agendas
2. Maintaining minutes and records
3. Preparing a Prospectus and Unified Planning Work Program (UPWP)
4. Assembling and publishing the Transportation Improvement Program
5. Serving as custodian of the Metropolitan Transportation Plan
6. Collecting from local governments certified and sealed minutes and resolutions that document transportation plan revisions and submitting these for mutual adoption by the North Carolina Department of Transportation annually or more often if deemed necessary by the CRTPO or local governments involved.
7. Monitoring the transportation planning process to insure its execution is in accordance with goals and objectives
8. Performing other coordinating functions as assigned by the CRTPO
9. Taking lead responsibility for structuring public involvement in the transportation planning process
10. Preparing the annual PL Expenditure Report

11. Supervising CRTPO staff

The Transportation Planning Manager shall be hired by the Charlotte-Mecklenburg Planning Department's Director with the concurrence of the Chairs of the CRTPO and TCC. The Transportation Planning Manager shall regularly report to the TCC and CRTPO on coordination activities and shall electronically or in writing inform interested parties of actions scheduled for consideration by the TCC and CRTPO.

J. Federal Aid Planning Grant Funds

1. All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by MUMPO.
2. The required local match of the Federal Aid planning grant funds shall be shared among all municipal and county voting members of the CRTPO on a per capita basis. The population totals used to calculate a municipal or county share shall be based upon the most recent decennial Census. The method used to determine the total population shall be as follows:
 - Iredell County: a municipality's share shall be based upon the total population contained within its corporate limits and TO BE DETERMINED, and the County share shall be based upon the total population outside the above areas in the CRTPO's planning area.
 - Mecklenburg County: a municipality's share shall be based upon the total population contained within its corporate limits and Sphere of Influence, and the County share shall be based upon the total population of all areas not within a municipal Sphere of Influence.
 - Union County: a municipality's share shall be based upon the total population contained within its corporate limits and extra-territorial jurisdiction, and the County share shall be based upon the total population outside municipal corporate limits and extra-territorial jurisdictions in the CRTPO's planning area.
3. A member providing its share of the funding shall be considered a member in good standing. Any member not providing its share of the funding by the beginning of the next Federal Fiscal Year shall forfeit its right to be a voting member during the next two Federal Fiscal Years.

Administration of funding in support of the transportation planning process on behalf of the CRTPO will be conducted by the City of Charlotte which will execute appropriate agreements with funding agencies as provided by the Unified Planning Work Program.

SECTION II. Subscribing agencies to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 30 calendar days written notice to the CRTPO Chairperson prior to the date of termination. When annexation occurs and member municipality boundaries extend beyond the adopted urbanized area boundary, the new boundaries will automatically become part of the urbanized area and will be so designated on the Comprehensive Transportation Plan within 60 calendar days of the annexation. After 18 months from the effective date of this document, the terms of this agreement will be evaluated by the participating members. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, these agencies shall coordinate zoning and subdivision approval in accordance with the adopted Comprehensive Transportation Plan.

SECTION III. In witness whereof, the Division Administrator (Federal Highway Administration) on behalf of the United States Department of Transportation, and the Secretary of Transportation on behalf of the Governor of the State of North Carolina have signed this Memorandum of Agreement and the other parties to this Memorandum of Understanding have authorized appropriate officials to sign the same, the City of Charlotte by its Mayor, the Town of Cornelius by its Mayor, the Town of Davidson by its Mayor, the Town of Fairview by its Mayor, the Town of Huntersville by its Mayor, the Town of Indian Trail by its Mayor, Iredell County by the

Chair of its Board of Commissioners, the Town of Marshville by its Mayor, the Village of Marvin by its Mayor, the Town of Matthews by its Mayor, Mecklenburg County by the Chair of its Board of Commissioners, the Town of Mineral Springs by its Mayor, the Town of Mint Hill by its Mayor, the City of Monroe by its Mayor, the Town of Mooresville by its Mayor, the Town of Pineville by its Mayor, the Town of Stallings by its Mayor, the City of Statesville by its Mayor, the Town of Troutman by its Mayor, Union County by the Chair of its Board of Commissioners, the Town of Waxhaw by its Mayor, the Town of Weddington by its Mayor, the Village of Wesley Chapel by its Mayor, and the Town of Wingate by its Mayor.

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Amy S. McCollum, Town Administrator

DATE: August 7, 2013

SUBJECT: Services Agreement and Statement of Work for Code Enforcement Services

The Town uses the services of COG to perform Code Enforcement Services dealing with minimum housing issues. COG has revised their member hours program in an effort to be more responsive to their clients and to address concerns expressed by CCOG's board members related to technical assistance services. Also in response to changes in state and federal requirements, COG has made changes to their services agreement contracting process that allows COG to provide us with technical services.

There are two agreements in the Council packet for your approval. One is the new Services Agreement with COG. The other agreement is for COG to provide Code Enforcement Services to the Town for Fiscal Year 2013-2014 in the amount of \$1,800. This amount has been budgeted. Please consider approval contingent upon the Town Attorney's review of the contracts.

Please let me know if you have any questions. Thank you.



July 2, 2013

Ms. Amy McCollum, Town Administrator
Town of Weddington
1924 Weddington Rd.
Weddington, NC 28104

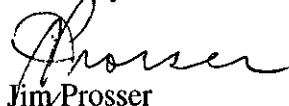
Dear Ms. McCollum:

Centralina Council of Governments (CCOG) has revised our member hours program in an effort to be more responsive to our local government clients and address concerns expressed by CCOG's board members related to technical assistance services. We have extended the discounted rate you used to receive only when using member hours, to every project, all year long. This means members will now receive an automatic discounted staff rate on any and all technical assistance project work with CCOG. In addition, in response to changes in state and federal requirements, we have reviewed and made changes to our services agreement contracting process that allows CCOG to provide you with technical services. The process now provides you with:

- A one-time general services agreement that defines the terms of the working relationship between CCOG and your local government but does not obligate you to any work with CCOG, and can renew annually.
- A simple Statement of Work which is developed when you request technical services that defines the scope of work and payment terms for the requested assistance.

Approving the services agreement allows for more flexibility and efficiency in how services are delivered to your local government. It is our goal to make the transition to this service agreement contracting process as seamless as possible. We are enclosing the general services agreement and we are available to discuss any part of the process. You may contact Tonya Frye, Finance Director, at (704) 348-2716 with any questions. Thank you and we look forward to working with you in the upcoming year.

Sincerely,



Jim Prosser
Executive Director

525 North Tryon Street – 12th Floor
Charlotte, North Carolina 28202
Phone: 704-372-2416 Fax: 704-347-4710
www.centralina.org



Centralina Council of Governments

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement"), dated as of the ___ day of _____, 20__ (the "Effective Date"), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 525 North Tryon Street, 12th Floor, Charlotte, North Carolina 28202 ("CCOG"), and the Town of Weddington, a local government member of CCOG having a principal place of business at 1924 Weddington Road, Weddington, NC 28104 ("Member"). CCOG and Member are each referred to individually as a "Party" and collectively as the "Parties" to this Agreement.

RECITALS

WHEREAS, CCOG is in the business of providing certain planning and/or management services;

WHEREAS, Member wishes to engage CCOG to perform such certain planning and/or management services in accordance with the terms and conditions of this Agreement and as described in one or more statements of work (the "Services"), as may be agreed upon by the Parties in writing from time to time (each a "Statement of Work"); and

WHEREAS, CCOG wishes to provide the Services in accordance with the terms and conditions of this Agreement and as described in one or more Statements of Work.

In consideration of the mutual covenants contained in this Agreement, the sufficiency and adequacy of which are acknowledged by this Agreement, Member and CCOG agree as follows:

ARTICLE I

Statements of Work

A. The initial Statement of Work agreed to by the Parties is set forth on Exhibit A to this Agreement. From time to time during the Term (as defined in Section 2.A. below), the Parties may, in their discretion, agree in writing to additional Statements of Work. Each Statement of Work is incorporated into this Agreement by this reference.

B. Member retains CCOG by this Agreement to perform the Services, and CCOG agrees to perform the Services, in conformity with each Statement of Work, subject to the terms and conditions of this Agreement. CCOG will devote such time, efforts, and resources to the performance of the Services as are reasonably necessary to accomplish the tasks specified in each Statement of Work. Each Statement of Work will identify the following:

- (i) That such Statement of Work is entered into pursuant to, and governed by, this Agreement and the date as of which the Statement of Work will be effective;
- (ii) The nature and objectives of the Services, the Services to be performed, and the obligations to be discharged by CCOG and Member;



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- (iii) The deliverables to be provided by CCOG to Member in connection with the Services (the “Deliverables”);
- (iv) Functional and/or technical specifications (standards or guidelines) for the Deliverables (the “Specifications”);
- (v) Completion and acceptance criteria for the Deliverables;
- (vi) A time schedule for performance of Services by CCOG and a related task plan;
- (vii) The specific resources to be provided by CCOG and Member and the project roles of the personnel of CCOG and Member; and
- (viii) The payments to be made to CCOG for Services under the Statement of Work and the timing of such payments.

C. From time to time, Member and CCOG may agree in writing to amend, decrease, or enlarge the scope of work in a Statement of Work, which such amendments, decreases, or enlargements will not be effective until set forth in writing and signed by both Member and CCOG.

ARTICLE II

Term

A. This Agreement will commence as of the Effective Date and remain in full force and effect for the fiscal year of the member from July 1, 2013 to June 30, 2014, (the “Initial Term”), and will continue in effect with automatic renewals for successive one-year terms (each a “Renewal Term” and, together with the Initial Term, the “Term”), unless terminated earlier in accordance with the provisions of this Article II or this Agreement or until CCOG provides written notice to Member of its intent not to renew at least 30 days prior to the end of the Initial Term or any Renewal Term, as applicable, or until Member provides written notice to CCOG of its intent not to renew at least 180 days prior to the end of the Initial Term or any Renewal Term, as applicable.

B. Each Statement of Work will remain in full force and effect in accordance with its terms, unless terminated in accordance with this Article II. In the event that any Statement of Work remains in effect as of the termination or expiration this Agreement, then, notwithstanding anything to the contrary in Section II.A. above, this Agreement will continue in effect solely for the term of, and for purposes of, such Statement of Work.

C. If either Party materially breaches the terms of this Agreement and/or a Statement of Work and such breach is not cured within 30 days after written notice of such breach is given to the breaching Party, then the other Party may, by giving written notice to the breaching Party, terminate this Agreement (including all Statements of Work) and/or the applicable Statement of Work, at the option of the non-breaching Party, as of the end of such 30-day period or such later date as is specified in the notice of termination; provided, however, the time period set forth in this provision will be changed from 30 days to 5 days for Member’s breach of any of its payment obligations pursuant to this Agreement. In the



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event of termination of this Agreement and/or a Statement of Work by CCOG as a result of Member's breach, Member will immediately pay to CCOG all amounts that Member would have otherwise paid to CCOG pursuant to this Agreement and/or the terminated Statement(s) of Work had this Agreement and/or the Statement(s) of Work not been terminated.

D. The election by either Party to terminate this Agreement or a Statement of Work in accordance with its terms will not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity will survive any termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve either Party of its obligations under Articles II (Term), III (Compensation), IV (Ownership of Work Product), VI (Confidential and Proprietary Information), Article IX (Notices), and XIII (Applicable Law; Jurisdiction; Venue), nor will expiration or termination relieve CCOG or Member from any liability arising from any breach of this Agreement. In addition, upon expiration or termination of this Agreement for any reason, each Party will promptly deliver to the other Party, or at such other Party's request, destroy, all Confidential and Proprietary Information (as defined in Section VI.A. below) of such other Party (including without limitation all copies of such Confidential and Proprietary Information) within the Party's possession or control.

ARTICLE III

Compensation

A. As compensation for the performance of the Services, Member will pay CCOG the entire amount of fees and costs set forth on the applicable Statement of Work as set forth in such Statement of Work.

B. In addition, Member will reimburse CCOG for reasonable expenses incurred by CCOG in connection with the performance of the Services.

C. In the event Member disputes any amount shown due on such invoice, Member will pay any undisputed amounts in accordance with the applicable payment terms and send a disputed amount notice (setting forth the amount in dispute and the reasons for any such dispute) to CCOG within fifteen days of the date of the applicable invoice. The Parties will use commercially reasonable efforts to resolve any such dispute. Upon resolution of any dispute, Member will immediately pay any amounts due to CCOG.

ARTICLE IV

Ownership of Work Product

A. Subject to Section IV.B. below, Member agrees that CCOG will own all right, title, and interest in and to all inventions, improvements, discoveries, software (including firmware), and other forms of technology or intellectual property made or conceived or actually or constructively reduced to practice during the Term, whether solely or jointly with others, and which are suggested by, or derive or result from, any Services which CCOG may perform pursuant to this Agreement, or from any information obtained by CCOG from Member or in discussions and meetings with employees of Member or its affiliates, including, but not limited to, the Deliverables and all copyrights and renewals and extensions of copyright of all of the foregoing (the "Work Product"). Subject to Section IV.B. below, Member will,



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and does by this Agreement, exclusively and irrevocably assign, transfer, and otherwise convey to CCOG all right, title, and interest in and to the Work Product, including, without limitation, all rights of copyright or other intellectual property rights pertaining to the Work Product. Upon CCOG's request and at CCOG's expense, Member will assist CCOG to protect and enforce CCOG's intellectual property rights conferred in this Article IV. Member waives any and all claims that Member may have now or may have after the Effective Date in any jurisdiction to so-called "rental rights," "moral rights," and all rights of "droit moral" with respect to the Work Product and to the results and proceeds of the Work Product. Member agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by CCOG to establish, perfect, effectuate, and preserve CCOG's rights in the Work Product.

B. Except as provided in Sections IV.C. and IV.D. below, CCOG agrees that Member owns and will continue to own a limited right, title, and interest in and to the Deliverables solely for their intended purposes solely on behalf of Member as expressly stated in the applicable Statement of Work. CCOG will, and does by this Agreement, exclusively and irrevocably assign, transfer, and otherwise convey to Member the limited right, title, and interest in and to the Deliverables solely for their intended purposes solely on behalf of Member as expressly stated in the applicable Statement of Work. Upon Member's request and at Member's expense, CCOG will assist Member to protect and enforce Member's intellectual property rights conferred in this Section IV.B. CCOG agrees to take all appropriate action and to execute any and all documents, necessary or reasonably requested by Member to establish, perfect, effectuate, and preserve Member's limited rights in the Deliverables as expressly provided for in this Section IV.B. For the avoidance of doubt, pursuant to Sections IV.A. and this Section IV.B., CCOG will own all right, title, and interest in and to the Deliverables, other than Member's rights in such Deliverables solely for its purposes and as expressed in the applicable Statement of Work.

C. To the extent that any materials owned by or licensed by CCOG from third parties (the "Third Party Materials") are included in Member's rights in the Deliverables pursuant to Section IV.B., Member will be responsible for obtaining for Member at Member's sole cost and expense an appropriate license for Member to use, reproduce, distribute, publicly perform, publicly display, modify, and prepare derivative works of such Third Party Materials, as applicable to Member's rights granted in Section IV.B.

D. Member acknowledges that CCOG may have developed materials prior to entering into this Agreement, and may own other patent, trade secret, and proprietary rights in techniques and concepts that were not conceived or first produced by CCOG in the performance of this Agreement (collectively "CCOG IP"). CCOG IP is proprietary to CCOG and will remain CCOG's exclusive property. Prior to CCOG's delivery of any Deliverable to Member pursuant to this Agreement, the Parties will separately negotiate, agree, and execute an appropriate license to CCOG's IP to the extent it is incorporated in any Deliverable.

ARTICLE V

Delivery and Acceptance

A. CCOG will deliver each Deliverable at the times and in the manner specified in the applicable Statement of Work. Unless another process is set forth in a Statement of Work, the Parties will comply with the delivery, review, and acceptance procedures for each Deliverable as set forth in Section V.B.



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B. Upon the delivery of each Deliverable, Member will have five days to inspect and test such Deliverable to determine whether it is acceptable. In the event that Member notifies CCOG in writing that such Deliverable is unacceptable, CCOG will, within 30 days following receipt of such notice, remedy such failure and re-deliver such Deliverable to Member. The foregoing process will continue until the earlier of (i) the completion of the foregoing process twice, (ii) the Deliverable has been approved in writing by Member “as is,” or (iii) the time period of the foregoing process has expired.

ARTICLE VI

Confidential and Proprietary Information

A. All information furnished to one Party (the “Recipient”) by the other Party and its designated representatives (the “Disclosing Party”), whether orally or by means of written material, including, without limitation, plans, specifications, financial or business data or projections, or any other forms of business information (the “Confidential and Proprietary Information”): (a) will be deemed proprietary and will be held by the Recipient in strict confidence; (b) will not be disclosed or revealed or shared with any other person except those individuals or entities on behalf of the Recipient so that the Recipient can fulfill its obligations pursuant to this Agreement; and (c) will not be used other than for purposes of, and in connection with, the performance of the Recipient’s obligations pursuant to this Agreement.

B. Other than the Deliverables (ownership of which is determined by Article IV), all written material provided to the Recipient by the Disclosing Party will be and at all times remain the exclusive property and the Confidential and Proprietary Information of the Disclosing Party. All such material and any copies of such material will be promptly returned upon request of any designated representative of the Disclosing Party, and in any event, will be returned by the Recipient within 30 days of termination or expiration of this Agreement.

C. If the Recipient should receive any legal request or process in any form seeking disclosure of, or if the Recipient should be advised by counsel of any obligation to disclose, Confidential and Proprietary Information, the Recipient will provide the Disclosing Party with prompt prior notice of such request or advice so that the Disclosing Party may seek a protective order or pursue other appropriate remedies to protect the confidentiality of the Confidential and Proprietary Information. If such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential and Proprietary Information which is legally required to be furnished and, in connection with the Disclosing Party, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

D. The Recipient will not, without prior written consent of the Disclosing Party, reveal or disclose to any person the existence of this Agreement or the nature of the projects performed or Services contemplated under this Agreement, except in connection with and to the extent reasonably necessary to the performance of the Recipient’s obligations pursuant to this Agreement.

E. In the event of breach of any of the provisions of this Article VI by the Recipient, the Disclosing Party will be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available at law or equity.



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ARTICLE VII

Independent Contractor Relationship

A. Member and CCOG acknowledge that in providing the Services under this Agreement, CCOG is acting solely as an independent contractor and not as an agent or employee of Member. No Party has the authority to bind the other Party to any third person or otherwise to act in any way as the representative of the other Party unless otherwise expressly agreed to in writing signed by both Parties. Nothing contained in this Agreement is intended to give rise to a partnership, joint venture, or employment relationship between the Parties or to impose upon the Parties any of the duties or responsibilities of partners, joint venturers, or employer-employee. Except as so authorized, CCOG agrees to indicate to any third party vendor or customer who is or may be doing business with Member, as appropriate, that CCOG has no authority to bind Member.

B. Persons furnished by CCOG will be solely the employees or agents of CCOG and will be under the sole and exclusive direction and control of CCOG. Member and CCOG understand and agree, for purposes of federal and state law, that CCOG will not be treated as an employee with respect to CCOG's Services to Member as set forth in this Agreement; rather, CCOG is to be treated as an independent contractor.

C. Each Party will be responsible for compliance with all laws, rules and regulations applicable to it. Each Party understands and agrees that it alone will be responsible to pay its appropriate share of state, federal, and local taxes, including all required prepayments of estimated taxes. Each Party further agrees that it will indemnify and hold harmless the other Party for any failure to make said payments.

ARTICLE VIII

Warranty and Indemnification

A. Member represents and warrants to CCOG that: (i) Member has the right to enter into this Agreement and to perform its obligations under this Agreement; (ii) Member's Confidential and Proprietary Information will not infringe any patent, copyright, trademark, trade secret, or other proprietary right in any jurisdiction or otherwise contravene any rights of any U.S. or foreign citizen; and (iii) Member will, in performing its obligations under this Agreement, comply with all laws applicable to it.

B. Member will indemnify and hold harmless CCOG and its respective affiliates from and against all Losses arising out of or in connection with (i) Member's material breach of any covenants, warranties, or representations made in this Agreement, or (ii) any grossly negligent act or grossly negligent omission of Member which results in (a) any bodily injury, sickness, disease, or death; (b) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting from such destruction; or (c) any violation of any statute, ordinance, or regulation that has a material effect on this Agreement or the performance of the Parties pursuant to this Agreement.



Centralina Council of Governments
ARTICLE IX

Notices

All notices under this Agreement will be in writing and will be deemed to have been duly given when personally delivered or mailed by registered or certified mail, postage prepaid, to the following or to such other person at such other address or may be designated by the Parties to this Agreement in writing and notice of such other person and address duly given:

If to Member:

~~Al Greene, Manager
Town of Weddington
1624 Spencer Mountain Road
Gastonia, NC 28054~~

1924 Weddington Road
Weddington, NC 28104

If to CCOG:

Centralina Council of Governments
525 North Tryon Street, 12th Floor
Charlotte, North Carolina 28202

With a copy to:

Steven A. Meckler
Shumaker, Loop & Kendrick, LLP
First Citizens Bank Plaza
128 South Tryon Street, Suite 1800
Charlotte, North Carolina 28202

ARTICLE X

Consent of Waiver

No consent or waiver by CCOG with respect to any provision of this Agreement will be effective unless made by a duly authorized officer of CCOG.

ARTICLE XI

Assignment

No undertaking or rights of the Member pursuant to this Agreement may be assigned by the Member to any third party without the express, prior, and written consent of CCOG. Subject to the immediately preceding sentence, this Agreement will insure to the benefit of Party and their affiliates, successors and assigns.



Centralina Council of Governments

ARTICLE XII

Severability

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement; rather, the entire Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of each Party will be construed and enforced accordingly.

ARTICLE XIII

Applicable Law; Jurisdiction; Venue

A. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, will be governed by the law of the State of North Carolina (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction will be disregarded).

B. Any legal action brought under or in connection with the subject matter of this Agreement will be brought only in the United States District Court for the Western District of North Carolina or, if such court would not have jurisdiction over the matter, then only in a North Carolina State court sitting in Mecklenburg County, Charlotte, North Carolina. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

C. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the Federal or state courts sitting in Mecklenburg County, Charlotte, North Carolina, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

ARTICLE XIV

Entire Agreement

This Agreement constitutes the entire agreement between Member and CCOG. The Agreement supersedes all prior communications, representations, or agreements, oral or written, with respect to the subject matter of this Agreement and has been induced by no representations, statements, or agreements other than those expressed in this Agreement. No agreement made after the Effective Date between the Parties will be binding on either Party unless reduced to writing and signed by an authorized officer of the Party sought to be bound by such agreement. Should there be any conflict between the terms and conditions of this Agreement (not including the Statements of Work), on the one hand, and any Statement of Work, on the other hand, the terms and conditions of this Agreement will control.

ARTICLE XV

Counterparts

This Agreement may be executed in any number of counterparts and via copy of an original



Centralina Council of Governments

signature transmitted electronically, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE XVI

Force Majeure

Except for payment obligations pursuant to this Agreement, a Party whose performance is delayed or prevented by reason of Force Majeure will promptly notify the other Party and will be excused from performance to the extent delayed or prevented. For purposes of this Agreement, "Force Majeure" means a condition or occurrence that is beyond the reasonable control of the Party experiencing such a condition or occurrence, such as the following: acts of God or of the public enemy; severe weather conditions beyond those to which the Services may foreseeably be subject; fires; floods; epidemics or quarantines; freight embargoes; any future law or change in current law or other acts of a governmental authority; war; civil strife; insurrection; or riot.

ARTICLE XVII

Insurance Requirements

During the Term, Member will maintain reasonable insurance coverage according to best industry practices.

ARTICLE XVIII

LIMITATION OF LIABILITY

CCOG WILL NOT BE LIABLE TO MEMBER FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS; LOSS OF BUSINESS; INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED WITH SUCH PERFORMANCE OR NONPERFORMANCE OR RELATED TO THE USE OF ANY PRODUCTS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY. IN NO EVENT WILL THE TOTAL, CUMULATIVE, AGGREGATE LIABILITY OF CCOG REGARDING, RELATING TO, OR ARISING OUT OF ANY AND ALL CLAIMS UNDER OR ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, INDEMNITY, OR OTHERWISE, EXCEED THE AMOUNT RECEIVED BY CCOG FROM MEMBER DURING THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS WHICH GAVE RISE TO THE CLAIM FOR DAMAGES.

[Signatures on following page.]



This Agreement has been executed by each Party's duly authorized representative as of the Effective Date.

TOWN OF WEDDINGTON

By: _____
Name: _____
Title: _____
Date: _____

CENTRALINA COUNCIL OF GOVERNMENTS

By: *Prosser*
Name: Jim Prosser
Title: Executive Director
Date: 6-27-13

"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."

Tony Juy
Signature of CCOG's Finance Officer

"This instrument has been approved as to form as required by COOG Bylaws."

Steve Meckler, CCOG's Legal Counsel



Centralina Council of Governments

EXHIBIT A

Initial Statement of Work

Town of Weddington Code Enforcement Services

This Statement of Work ("SOW"), dated as of the 21st day of June, 2012 (the "Effective Date"), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 525 North Tryon Street, 12th Floor, Charlotte, North Carolina 28202 ("CCOG"), and the Town of Weddington, a local government member of provider having a principal place of business at 1924 Weddington Road, Weddington, NC 28104 ("Member"), pursuant to which CCOG will provide to Member planning and/or management services (the "Services"). CCOG and Member have simultaneously entered into a Services Agreement (the "Agreement"). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work or other items expressly permitted by the Agreement.

I. Introduction

This document outlines the services, which Centralina (or "we") shall perform under the contract to provide code enforcement compliance services for the Town of Weddington. It is very difficult to estimate the amount of time it will take to bring a property into compliance; therefore we will address as many structures as possible within the allotted dollar amount specified in this Statement of Work.

II. Code Compliance Services

Centralina will perform the following activities:

1. Investigate/ inspect substandard building and housing complaints and notify owners of violations.
2. Prepare case files and take photographs of violations.
3. Prepare, posts and mails notices of violations and/or condemnations, and notifications of hearings.
4. Schedule, coordinate, and attend fact-finding hearings and condemnation hearings.
5. Perform routine follow-up investigation to ensure compliance and notifies concerned parties of action(s) taken.
6. Advise property owner(s) on the appropriate actions necessary to bring property into compliance.
7. Coordinate activities as needed with staff and local government attorney.
8. Attend local government meetings as requested to address code enforcement and/or condemnation cases, and answer questions from the local government Council/Commission, property owner(s) and from the general public.



III. Compensation

Centralina staff will perform the tasks identified in this SOW and as detailed herein for a sum of \$1,800.

IV. Terms of Compensation

Notwithstanding any prior estimate or communication given, the Town of Weddington hereby agrees to pay the full contract costs outlined by CCOG in this Statement of Work attached as an exhibit to the Services contract. In order to retain Code Enforcement services the local government will be billed a 50% retainer fee at the execution of this SOW, and 25% of the entire contract amount upon expiration of half of the contract term, and the remaining 25% of the entire contract upon CCOG's completion of the SOW. It is expressly agreed and understood that the total amount to be paid by the Town of Weddington under this SOW shall not exceed \$1,800.

If total of requested work approaches 90% of the full contract amount prior to the full term period of contract, CCOG will notify the Town's project manager prior to performing any services in excess of the contract amount. The local government may then choose to approve the additional services cost or reduce the scope of work as they may choose. The additional services if approved will be billed at a fixed rate per hour for the personnel performing the services.

V. Time of Performance

The SOW service of Centralina provided for the FY 13-14 Code Enforcement Services shall start on July 1, 2013 and end on June 30, 2014.

[Signatures on following page.]

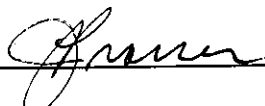


This Agreement has been executed by each Party's duly authorized representative as of the date below such Party's signature.

TOWN OF WEDDINGTON

By: _____
Name: _____
Title: _____
Date: _____

CENTRALINA COUNCIL OF GOVERNMENTS

By: 
Name: Jim Prosser
Title: Executive Director
Date: 6-27-13

"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."


Signature of CCOG's Finance Officer

"This instrument has been approved as to form as required by COOG Bylaws."

Steve Meckler, CCOG's Legal Counsel

LANDSCAPE MAINTENANCE AGREEMENT – TOWN HALL

This Landscape Maintenance Agreement is entered this the 12th day of August, 2013 by and between TOWN OF WEDDINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (the “Town”) and DARYL MATTHEWS D/B/A DARYL’S LAWN CARE, a citizen and resident of the County of Union State of North Carolina (the “Contractor”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Town desires to contract with the Contractor for the provision of certain landscaping and maintenance services on the Town’s property, as more particularly described in Exhibit A, (the “Services”), which is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor wishes to contract with the Town to provide the Services;
and

WHEREAS, the Town and the Contractor desire to reach an agreement for the Contractor to provide the Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of the Agreement shall be the same as the Landscaping Agreement for the Medians which ends June 30, 2014.

2. Scope of Services. During the Term, Contractor shall care for and maintain the Town Hall and the immediately surrounding area. All Services rendered shall be completed with the highest standard of care and workmanship prevailing in the field of landscape maintenance in the general geographic area in which the Town is located. The Contractor agrees to perform the Services set forth on “Exhibit A” as attached.

3. Termination. This Agreement may be terminated, by either party, upon ninety (90) days prior written notice.

4. Independent Contractor. The parties agree that the Contractor’s relationship to the Town is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship. The Contractor may adopt such arrangements as it desires with respect to the means, method, and manner of performing the Services under this Agreement, provided that those arrangements are consistent with the proper accomplishment of those Services.

5. Billing. Billing shall occur on a monthly basis and the Town shall endeavor to remit all payments within thirty (30) days after receipt of a correct invoice.

6. Payment Schedule. The Town shall compensate the Contractor for providing the Services pursuant to this Agreement by paying the Contractor the following amounts during the Term of this Agreement:

- a) Four Hundred and Fifteen Dollars (\$415.00) per month for the Services as outlined in Exhibit A.
- b) Actual invoiced amount(s) upon receipt of a correct invoice for additional materials and supplies required such as Seed, Fertilizer, Weed Killer, etc.

7. Indemnification. The Contractor shall indemnify, defend and hold harmless the Town from and against any and all actions, causes of action, claims and demands and from all damages, losses, costs or expenses of any nature which arise from or occur in connection with the performance by the Contractor, its employees or agents, of any Services under this Agreement, unless such loss or damage results from the Town's gross negligence or willful misconduct.

8. Notices. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail, bearing the address shown in this Agreement for or such other address as may be designated in writing hereafter by such party.

If to the Contractor: Daryl's Lawn Care
225 Old Mill Road
Waxhaw, North Carolina 28173
Telephone: 704.846.5192

If to the Town: Town of Weddington
1924 Weddington Road
Weddington, North Carolina 28104
Telephone: 704.846.2709
Fax: 704.844.6372

9. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of North Carolina.

10. Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

11. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement and the attached Exhibits embody the entire agreement and understanding of the parties with respect to the subject matter and supercede all prior and contemporaneous agreements or understandings, whether oral or written, related to its subject matter.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the day and year first above written.

DARYL'S LAWN CARE

By: _____
Its: _____

TOWN OF WEDDINGTON

By: _____
Its: _____

EXHIBIT A

1. Cut all grass areas as needed or as deemed necessary to maintain a high degree of curb appeal. Grass will be cut weekly during the accepted normal growth period except when weather dictates otherwise.
2. Edge all walkways, curbs, driveways, and/or streets as needed during the growing season. Normally twice monthly edging will suffice to maintain a manicured appearance.
3. Clean all grass and debris from walkways, curbs, driveways, and/or streets after mowing and edging operations.
4. Police grounds to remove trash, limbs, litter prior to mowing.
5. Keep shrubbery, flower beds and other mulched areas weeded and groomed at all times. Weed control will be accomplished with herbicides when possible and by hand pulling when danger to desirable plant material may exist.
6. Mulch all shrubbery, flower beds, and tree areas with pine needles and/or pine mulch on an annual basis. Annual mulching is to occur between October 1 and March 30. Any extra mulching to be additionally charged on a monthly basis.
7. Keep all shrubbery trimmed as needed on a year-round basis. Shrubbery trimming will be performed a minimum of two times per year.
8. Aerate all established grass areas in the fall before overseeding.
9. Fertilize all grassed areas four times annually with 2-slow release applications, 1-Crab Grass Pre-Emergent, 1-Crab Grass Pre-Emergent with Broadleaf Weed Killer Fertilize Application. Fertilize all trees and shrubbery at least once annually.
10. Control all vegetation in paved areas with the herbicides.
11. During the fall season, leaves will be blown from the grassed areas and removed from the maintained ground area.
12. Debris will be removed from Gutters four times per year.
13. During winter months, grounds will be policed periodically for trash and debris. Paved areas will also be blown clear.
14. Remove all dead plants and trees under 6" in diameter within the primary maintenance area. All contract tree removal will occur between November 1 and March 30, unless otherwise jointly agreed.
15. Perform work in a professional manner and minimize the inconvenience to management and/or resident.
16. Provide adequate supervision of employees to insure complete and satisfactory performance.
17. Groundskeeper will have periodic communications with management and/or resident to maintain satisfaction for both parties.

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Amy S. McCollum, Town Administrator

DATE: August 7, 2013

SUBJECT: Technology Expenditures Recommended by VC3

I have requested that VC3 give us a proposal for assistance with disposal of our old computers and servers. Town staff does not have the proper equipment to satisfactorily wipe off all of the data from the computers and servers. The cost for this work is \$637.20. Leslie has advised that this expense could be covered in the budget under Contract Labor.

Also VC3 has advised that we need a new router. They are allowing the Town to borrow one of theirs until we can purchase a new one. The cost of the router plus installation is \$1,187.25. Leslie has advised that this expense could be covered in the budget under Office Supplies.

Please let me know if you have any questions. Thank you.



VC3

Assess | Improve | Manage
Information Technology

Town of Weddington, NC
Disposal of IT Equipment

Work Order Number: 11851722

Services Agreement Dated: May 1, 2013

Effective Date of Work Order: August 2, 2013

Account Executive: Kevin Eves

Solution Architect: Corey Aucello

Atlanta Columbia Raleigh

1301 Gervais Street, Suite 1800 | Columbia, SC 29201

800.787.1160

1. Overview of Work Order

This Work Order is part of, and incorporated into the Services Agreement referenced above between Customer and VC3, Inc. (the “Agreement”) and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control unless this Work Order specifically states that a particular term and condition of the Agreement is being amended for the purposes of this Work Order.

2. Summary of Scope and Services and Fees

VC3 will provide the following services and deliverables for Customer under this Work Order for the following fees:

VC3 Deliverables and Services
Project Management and Systems Engineering

- A. VC3 will provide the Project Management for the staging, configuration, deployment, installation, and test plans for the solution development. Additional project management responsibilities include;
 - i. Act as a single point of escalation for Customer.
 - ii. Coordination of all on-site activities with Customer’s point of contact.
 - iii. Gather and review all documentation from installation team: acceptance testing and Customer signature.
 - iv. Coordination of System Engineering services for necessary configurations and deployments.
 - v. Review and administer the Project Change Control Procedure with Customer.
 - vi. Coordination for shipping and receiving of all hardware.
 - vii. Verify completion of site documentation deliverables.
- B. VC3 will complete the following tasks:
 - i. Load hardware and remove from customer premises
 - ii. Remove drive(s) from each PC/server and destroy all information
 - iii. Dispose of remaining hardware

The Bill of Materials for any required Hardware is set forth in Exhibit A.

3. Project Timeline

VC3 will provide a detailed project timeline following initial on-site Customer requirements meeting to enable both VC3 and the Customer to ensure that all specific design criteria and priorities have been properly discussed and integrated into the final project plan.

4. Assumptions

- A. VC3 performs assessments between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding observed Federal holidays. VC3 Off-hours are defined as anything other than these hours.
- B. Remote access to Customer environment may be needed in order to gather data.
- C. Customer may be asked to provide user information that is required to implement this Statement of Work.
- D. It is assumed that the Customer is purchasing all hardware and software outlined in Appendix A "Bill of Materials" section of this document required to support this endeavor and that the success of this project relies on the availability of these components.

5. Customer Requirements

- A. Customer shall provide a primary point of contact to the VC3 Project Manager.
- B. Customer is responsible for providing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer will be asked to sign Customer Acceptance sign-off as concurrence of site completion for each site where VC3 has provided Services under this SOW.
- D. All relevant information and documentation must be provided to VC3 at least ten (10) business days in advance of any milestones agreed upon by VC3 and Customer.

6. Customer Responsibilities

- A. Customer shall coordinate with VC3 Project Manager to schedule all appropriate customer staff members for training based on a negotiated training schedule adhering to the customers' needs.
- B. If applicable, Customer shall provide VC3 with a Letter of Agency and contact information for each third-party vendor with whom VC3 will act as the primary interface on behalf of the Customer.
- C. Provide applicable configuration and third party vendor contact information detail for applications involving other service providers .
- D. Provide secure storage area for equipment to be shipped.
- E. Provide shipping addresses and contact names for each site.

7. Change Management

Any services provided by VC3 to the Customer outside the scope of work outlined in this proposal will result in a Change Order Request form or a separate Statement of Work. If the requested Change Order results in an increase or decrease in the cost of or time required for completion of the work, VC3 will notify Customer thereof and the adjustments will be reflected in the Change Order form. The Change Order form will not become effective unless and until it is agreed to and signed by the Customer and VC3.

8. Acceptance Testing

VC3 and the Customer will perform acceptance testing at the time of installation and a Customer sign-off document will be requested at the time of acceptance testing. If Customer fails to provide access for VC3 to perform acceptance testing, or fails to participate in acceptance testing within three business days of being notified by VC3 that the project is complete, the project shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed.

9. Project Boundaries

Work to be performed does not include any other services except those explicitly defined and stated in this Work Order. Should additional services be desired, VC3 can provide additional services on an hourly basis or in a separate Work Order.

10. Cost and Terms

On the Effective Date of this Work Order set forth above, this Work Order shall become part of the Agreement referenced above.

The financial investment for the complete project solution is: \$ 0,637.20.

- VC3 will deliver the services outlined in the Deliverables and Services section of this document at a total cost of \$ 0,637.20.
- VC3 will deliver the hardware and software outlined in the Bill of Materials section of this document at a cost of: \$ 0,000.00.

VC3 will invoice Customer per the table below. Services will be invoiced in accordance with the Milestone Billing for Services and Hardware, Table A. Invoices may contain multiple milestones. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Table A - Milestone Billing for Services

Milestone Billing	Milestone Description/Date	Invoice Amount
Contract Signing	50% of services at contract signing.	\$318.60
	100% of Hardware and Maintenance	\$0.00
Project Completion	50% of services upon completion.	\$318.60
Total		\$637.20

VC3, Inc.		
By:		
Name:		
Title:		
Date:		

Town of Weddington, NC		
By:		
Name:		
Title:		
Date:		

Exhibit A - Bill of Materials

Hardware			
Description	Quantity	Unit Cost	Total Cost

Software			
Description	Quantity	Unit Cost	Total Cost

Cisco Hardware			
Description	Quantity	Unit Cost	Total Cost

Cisco SmartNET			
Description	Quantity	Unit Cost	Total Cost



Town of Weddington
Cisco Router

Work Order Number: 82963218
Services Agreement Dated: May 1, 2013
Effective Date of Work Order: July 16, 2013
Account Executive: Kevin Eves
Solution Architect: Corey Aucello

Atlanta Columbia Raleigh
1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160

1. Overview of Work Order

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VC3 Deliverables and Services
Project Management and Systems Engineering

- A. VC3 will provide the Project Management for the staging, configuration, deployment, installation, and test plans for the solution development. Additional project management responsibilities include;
 - i. Act as a single point of escalation for Customer.
 - ii. Coordination of all on-site activities with Customer’s point of contact.
 - iii. Gather and review all documentation from installation team: acceptance testing and Customer signature.
 - iv. Coordination of System Engineering services for necessary configurations and deployments.
 - v. Review and administer the Project Change Control Procedure with Customer.
 - vi. Coordination for shipping and receiving of all hardware.
 - vii. Verify completion of site documentation deliverables.
- B. VC3 will complete the following tasks:
 - i. Configure, deploy and test router

The Bill of Materials for any required Hardware is set forth in Exhibit A.

3. Project Timeline

VC3 will provide a detailed project timeline following initial on-site Customer requirements meeting to enable both VC3 and the Customer to ensure that all specific design criteria and priorities have been properly discussed and integrated into the final project plan.

4. Assumptions

- A. VC3 performs assessments between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding observed Federal holidays. VC3 Off-hours are defined as anything other than these hours.
- B. Remote access to Customer environment may be needed in order to gather data.
- C. Customer may be asked to provide user information that is required to implement this Statement of Work.
- D. It is assumed that the Customer is purchasing all hardware and software outlined in Appendix A "Bill of Materials" section of this document required to support this endeavor and that the success of this project relies on the availability of these components.

5. Customer Requirements

- A. Customer shall provide a primary point of contact to the VC3 Project Manager.
- B. Customer is responsible for providing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer will be asked to sign Customer Acceptance sign-off as concurrence of site completion for each site where VC3 has provided Services under this SOW.
- D. All relevant information and documentation must be provided to VC3 at least ten (10) business days in advance of any milestones agreed upon by VC3 and Customer.

6. Customer Responsibilities

- A. Customer shall coordinate with VC3 Project Manager to schedule all appropriate customer staff members for training based on a negotiated training schedule adhering to the customers' needs.
- B. If applicable, Customer shall provide VC3 with a Letter of Agency and contact information for each third-party vendor with whom VC3 will act as the primary interface on behalf of the Customer.
- C. Provide applicable configuration and third party vendor contact information detail for applications involving other service providers .
- D. Provide secure storage area for equipment to be shipped.
- E. Provide shipping addresses and contact names for each site.

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Any services provided by VC3 to the Customer outside the scope of work outlined in this proposal will result in a Change Order Request form or a separate Statement of Work. If the requested Change Order results in an increase or decrease in the cost of or time required for completion of the work, VC3 will notify Customer thereof and the adjustments will be reflected in the Change Order form. The Change Order form will not become effective unless and until it is agreed to and signed by the Customer and VC3.

8. Acceptance Testing

VC3 and the Customer will perform acceptance testing at the time of installation and a Customer sign-off document will be requested at the time of acceptance testing. If Customer fails to provide access for VC3 to perform acceptance testing, or fails to participate in acceptance testing within three business days of being notified by VC3 that the project is complete, the project shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed.

9. Project Boundaries

Work to be performed does not include any other services except those explicitly defined and stated in this Work Order. Should additional services be desired, VC3 can provide additional services on an hourly basis or in a separate Work Order.

10. Cost and Terms

On the Effective Date of this Work Order set forth above, this Work Order shall become part of the Agreement referenced above.

The financial investment for the complete project solution is: \$ 1,187.25.

- VC3 will deliver the services outlined in the Deliverables and Services section of this document at a total cost of \$ 0,504.00.
- VC3 will deliver the hardware and software outlined in the Bill of Materials section of this document at a cost of: \$ 0,683.25.

VC3 will invoice Customer per the table below. Services will be invoiced in accordance with the Milestone Billing for Services and Hardware, Table A. Invoices may contain multiple milestones. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Table A - Milestone Billing for Services

Milestone Billing	Milestone Description/Date	Invoice Amount
Contract Signing	50% of services at contract signing.	\$252.00
	100% of Hardware and Maintenance	\$683.25
Project Completion	50% of services upon completion.	\$252.00
Total		\$1,187.25

VC3, Inc.		
By:		
Name:		
Title:		
Date:		

Town of Weddington		
By:		
Name:		
Title:		
Date:		

Exhibit A - Bill of Materials

Hardware			
Description	Quantity	Unit Cost	Total Cost

Software			
Description	Quantity	Unit Cost	Total Cost

Cisco Hardware			
Description	Quantity	Unit Cost	Total Cost
Cisco 881 Eth Sec Router with 802.11n	1	\$597.00	\$597.00

Cisco SmartNET			
Description	Quantity	Unit Cost	Total Cost
SMARTNET 24X7X4 Cisco 881 Ethernet Sec Router with 802.11n	1	\$86.25	\$86.25



TOWN OF WEDDINGTON

MEMORANDUM

DATE: 8/12/13
TO: MAYOR
TOWN COUNCIL
CC: AMY MCCOLLUM, TOWN CLERK
FROM: JORDAN COOK, ZONING ADMINISTRATOR/PLANNER
RE: UPDATE FROM PLANNING/ZONING OFFICE

- Staff has received a Conditional Zoning Permit application for a 176 foot, 1.5 million gallon elevated water storage tank along Hemby Road. Public Involvement Meetings will be held on Thursday, August 22nd on-site from 10:00am-12:00pm and Monday, August 26th at Town Hall from 4:30-6:30pm. This plan will be on the August 26th Planning Board agenda.
- Staff has received an Agritourism Conditional Zoning permit for the Hunterberry Farms located on Providence Road. This item was on the July 22nd Planning Board agenda and will be on the September 9th Town Council agenda.
- Orleans Homebuilders has submitted the Lake Forest Preserve Phase 3B Map 1 Final Plat for 13 lots. This Final Plat will be on the August 26th Planning Board agenda.
- The following items were on the July 22nd Planning Board agenda:
 - Weddington Country Festival TUP-Approved
 - Anderson Agritourism CZ Permit
 - Atherton Estates RCD Subdivision Preliminary Plat
 - Atherton Estates Subdivision Modification Request
- The following items will be on the August 26th Planning Board agenda:
 - Temporary Use Permit Text Amendment
 - Height Exemption Text Amendment
 - Bromley Phase 3B Map 1 Final Plat

PROVIDENCE VFD

8/1/2013

NFIRS Incident Listing Summary Report

- 1 total calls for Incident Type 100 **Fire, other**
- 8 total calls for Incident Type 321 **EMS call, excluding vehicle accident with injury**
- 4 total calls for Incident Type 322 **Motor vehicle accident with injuries**
- 2 total calls for Incident Type 500 **Service Call, other**
- 1 total calls for Incident Type 571 **Cover assignment, standby, moveup**
- 6 total calls for Incident Type 611 **Dispatched & canceled en route**
- 9 total calls for Incident Type 745 **Alarm system activation, no fire - unintentional**
- 2 total calls for Incident Type 746 **Carbon monoxide detector activation, no CO**
- 2 total calls for Incident Type 814 **Lightning strike (no fire)**

Total Incidents:

35

Training Hours for Providence VFD is 154 Hours

Providence Volunteer Fire Department

Balance Sheet

As of July 31, 2013

Jul 31, 13

ASSETS

Current Assets

Checking/Savings

Checking Accounts

BB&T Checking-5119 84,571.52

BOA Payroll-7449 2,915.09

Total Checking Accounts 87,486.61

CD - BBT - 0094 (02/10/14) 119,487.22

Firemen Relief-BOA-8254 39,752.79

Total Checking/Savings 246,726.62

Total Current Assets 246,726.62

Fixed Assets

Air Packs 73,087.70

Bauer Vertecon Air Compressor 40,000.00

Commercial Protector System 2,112.50

Dexter T-400 Washer\Extractor 3,611.00

Fire Fighter Main Equipment 18,219.29

Groban Electric Generator 5,000.00

Ladder Truck Building 32,452.08

Total Fixed Assets 174,482.57

Other Assets

1993 KME Engine #323 50,000.00

1996 Internat'l #32 119,365.76

1999 SouthCo #322 274,231.58

2002 Ford #326 44,029.33

2003 Red Diamond #324 240,302.00

2006 KME Pumper #321 400,555.50

Building 346,812.09

Equip 27,615.37

Land 12,590.00

X Accum Depr -1,125,560.00

Total Other Assets 389,941.63

TOTAL ASSETS 811,150.82

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 - Payroll Liabilities 287.29

Total Other Current Liabilities 287.29

Total Current Liabilities 287.29

Total Liabilities 287.29

Equity

3900 - Retained Earnings 844,056.05

Net Income -33,192.52

Total Equity 810,863.53

TOTAL LIABILITIES & EQUITY 811,150.82

**Providence Volunteer Fire Department
Income & Expense Budget Performance
July 2013**

	<u>Jul 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense							
Income							
110 - Subsidies							
111 - Mecklenburg Cty	0.00	5,416.74	-5,416.74	0.00	5,416.74	-5,416.74	65,000.00
113 - Town of Weddington	45,500.00	45,500.00	0.00	45,500.00	45,500.00	0.00	546,000.00
116 - Town of Weddington - Other	50,000.00			50,000.00			
117 - Mecklenburg Cty Radio Subsidy	0.00	1,300.74	-1,300.74	0.00	1,300.74	-1,300.74	15,608.00
Total 110 - Subsidies	95,500.00	52,217.48	43,282.52	95,500.00	52,217.48	43,282.52	626,608.00
120 - Dues & Fees							
121 - Union County Fire Fees	1,155.52	833.37	322.15	1,155.52	833.37	322.15	10,000.00
Total 120 - Dues & Fees	1,155.52	833.37	322.15	1,155.52	833.37	322.15	10,000.00
130 - Vol Donations							
131 - Memorials	0.00	41.74	-41.74	0.00	41.74	-41.74	500.00
134 - Other	220.00	250.00	-30.00	220.00	250.00	-30.00	3,000.00
Total 130 - Vol Donations	220.00	291.74	-71.74	220.00	291.74	-71.74	3,500.00
140 - Other Income							
142 - Fire Fighters' Relief Fund	0.00	416.74	-416.74	0.00	416.74	-416.74	5,000.00
143 - Fuel Tax Refund	0.00	83.37	-83.37	0.00	83.37	-83.37	1,000.00
144 - Sales Tax Refund	0.00	250.00	-250.00	0.00	250.00	-250.00	3,000.00
145 - Interest	0.00	250.00	-250.00	0.00	250.00	-250.00	3,000.00
147 - Medic-EMS Reimbursement	1,027.50	1,000.00	27.50	1,027.50	1,000.00	27.50	12,000.00
155 - Christmas Fundraising Income	0.00			0.00			5,000.00
156 - Newsletter Income	0.00			0.00			7,500.00
Total 140 - Other Income	1,027.50	2,000.11	-972.61	1,027.50	2,000.11	-972.61	36,500.00
150 - Uncategorized Income	325.00			325.00			
Total Income	98,228.02	55,342.70	42,885.32	98,228.02	55,342.70	42,885.32	676,608.00
Expense							
200 - Administration							
202 - Legal Fees	0.00	416.74	-416.74	0.00	416.74	-416.74	5,000.00
203 - Building Upgrade Fees	16,732.11			16,732.11			
204 - Ladder Shed Upgrade Fees	50,666.81			50,666.81			
209 - Annual Dinner/Award	0.00			0.00			4,000.00
210 - Fire Chief Discretionary	27.29	166.74	-139.45	27.29	166.74	-139.45	2,000.00
211 - Bank Charges & Credit Card Fee:	43.65	20.87	22.78	43.65	20.87	22.78	250.00
212 - Prof Fees	450.00	458.37	-8.37	450.00	458.37	-8.37	5,500.00
213 - Computer Upgrades	2,270.00	166.74	2,103.26	2,270.00	166.74	2,103.26	2,000.00
214 - Off Supplies	0.00	208.37	-208.37	0.00	208.37	-208.37	2,500.00
215 - Printing/Newsletter	0.00			0.00			3,000.00
216 - Postage	0.00	125.00	-125.00	0.00	125.00	-125.00	1,500.00
217 - Dues, Subscriptions, & Internet	0.00	62.50	-62.50	0.00	62.50	-62.50	750.00
218 - Fire Fighters' Association	0.00			0.00			500.00
219 - Miscellaneous	164.50	166.74	-2.24	164.50	166.74	-2.24	2,000.00
Total 200 - Administration	70,354.36	1,792.07	68,562.29	70,354.36	1,792.07	68,562.29	29,000.00
220 - Insurance							
223 - Vol. Fire Fighters' Workers Com	0.00			0.00			8,000.00
224 - Commercial Package	0.00			0.00			20,000.00

Providence Volunteer Fire Department
Income & Expense Budget Performance
July 2013

	<u>Jul 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Total 220 - Insurance	0.00			0.00			28,000.00
225 - Drug Testing/Physical Exams	0.00	416.74	-416.74	0.00	416.74	-416.74	5,000.00
230 - Taxes							
231 - Sales Taxes							
232 - Meck CO.	277.71	125.00	152.71	277.71	125.00	152.71	1,500.00
233 - Union County	441.85	33.37	408.48	441.85	33.37	408.48	400.00
Total 231 - Sales Taxes	719.56	158.37	561.19	719.56	158.37	561.19	1,900.00
236 - Property Tax	0.00	8.37	-8.37	0.00	8.37	-8.37	100.00
237 - Freight	0.00	8.37	-8.37	0.00	8.37	-8.37	100.00
Total 230 - Taxes	719.56	175.11	544.45	719.56	175.11	544.45	2,100.00
300 - Build Maintenance							
310 - Cleaning	0.00			0.00			500.00
320 - Landscaping & Lawn Care	145.00	208.37	-63.37	145.00	208.37	-63.37	2,500.00
330 - Trash and Landfill	50.00	41.74	8.26	50.00	41.74	8.26	500.00
340 - Pest Control	0.00			0.00			500.00
350 - Maintenance Supplies	555.61	416.74	138.87	555.61	416.74	138.87	5,000.00
351 - Furniture	700.00	166.74	533.26	700.00	166.74	533.26	2,000.00
360 - Repairs	1,740.00	833.37	906.63	1,740.00	833.37	906.63	10,000.00
Total 300 - Build Maintenance	3,190.61	1,666.96	1,523.65	3,190.61	1,666.96	1,523.65	21,000.00
400 - Utilities							
410 - Electric	897.97	833.37	64.60	897.97	833.37	64.60	10,000.00
420 - Natural Gas	46.66	291.74	-245.08	46.66	291.74	-245.08	3,500.00
430 - Telephone	462.30	291.74	170.56	462.30	291.74	170.56	3,500.00
440 - Water	70.15	41.74	28.41	70.15	41.74	28.41	500.00
Total 400 - Utilities	1,477.08	1,458.59	18.49	1,477.08	1,458.59	18.49	17,500.00
500 - Fire Fighters' Equip/Training							
510 - Clothing							
512 - Dress Uniforms	0.00	166.74	-166.74	0.00	166.74	-166.74	2,000.00
513 - Clothing - Other	268.50	416.74	-148.24	268.50	416.74	-148.24	5,000.00
Total 510 - Clothing	268.50	583.48	-314.98	268.50	583.48	-314.98	7,000.00
520 - Equipment							
521 - Radios\ Pagers - New	0.00	250.00	-250.00	0.00	250.00	-250.00	3,000.00
522 - Radios\ Pagers - Maintenance	2,464.00	83.37	2,380.63	2,464.00	83.37	2,380.63	1,000.00
523 - Equipment - New	1,158.00	750.00	408.00	1,158.00	750.00	408.00	9,000.00
524 - Equipment - Maintenance	592.20	416.74	175.46	592.20	416.74	175.46	5,000.00
525 - Firefighting Supplies	515.00	416.74	98.26	515.00	416.74	98.26	5,000.00
528 - Mecklenburg Radio Contract	0.00	1,300.74	-1,300.74	0.00	1,300.74	-1,300.74	15,608.00
Total 520 - Equipment	4,729.20	3,217.59	1,511.61	4,729.20	3,217.59	1,511.61	38,608.00
529 - PPE (Personal Protective Equip)	205.00	2,916.74	-2,711.74	205.00	2,916.74	-2,711.74	35,000.00
530 - Medical							
531 - Equipment	3,007.00			3,007.00			
532 - Supplies	156.77	208.37	-51.60	156.77	208.37	-51.60	2,500.00
533 - Waste	200.58	125.00	75.58	200.58	125.00	75.58	1,500.00
Total 530 - Medical	3,364.35	333.37	3,030.98	3,364.35	333.37	3,030.98	4,000.00

Providence Volunteer Fire Department
Income & Expense Budget Performance
July 2013

	<u>Jul 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
540 - Training							
541 - Seminars	0.00	1,075.00	-1,075.00	0.00	1,075.00	-1,075.00	12,900.00
542 - Books	1,613.17	125.00	1,488.17	1,613.17	125.00	1,488.17	1,500.00
543 - PR Literature	0.00	125.00	-125.00	0.00	125.00	-125.00	1,500.00
544 - Other - Training Bonus	0.00	1,958.37	-1,958.37	0.00	1,958.37	-1,958.37	23,500.00
Total 540 - Training	<u>1,613.17</u>	<u>3,283.37</u>	<u>-1,670.20</u>	<u>1,613.17</u>	<u>3,283.37</u>	<u>-1,670.20</u>	<u>39,400.00</u>
Total 500 - Fire Fighters' Equip/Trainin	10,180.22	10,334.55	-154.33	10,180.22	10,334.55	-154.33	124,008.00
600 - Fire Engines							
620 - '99 Southern Coach Eng #322	4,492.89	1,250.00	3,242.89	4,492.89	1,250.00	3,242.89	15,000.00
635 - '93 KME Engine #323	8,688.11	833.37	7,854.74	8,688.11	833.37	7,854.74	10,000.00
640 - '03 Red Diamond #324	316.25	500.00	-183.75	316.25	500.00	-183.75	6,000.00
650 - '02 Ford Quesco Brush #326	0.00	166.74	-166.74	0.00	166.74	-166.74	2,000.00
660 - '95 Intern\Hackney Squad #32	586.02	416.74	169.28	586.02	416.74	169.28	5,000.00
680 - '06 KME Pumper #321	805.20	1,333.37	-528.17	805.20	1,333.37	-528.17	16,000.00
681 - Diesel Fuel	1,607.44	1,583.37	24.07	1,607.44	1,583.37	24.07	19,000.00
682 - Gasoline	0.00	16.74	-16.74	0.00	16.74	-16.74	200.00
683 - Cleaning Supplies	0.00	83.37	-83.37	0.00	83.37	-83.37	1,000.00
684 - Miscellaneous Parts	0.00	83.37	-83.37	0.00	83.37	-83.37	1,000.00
685 - Fire Engines - Other	0.00	500.00	-500.00	0.00	500.00	-500.00	6,000.00
Total 600 - Fire Engines	<u>16,495.91</u>	<u>6,767.07</u>	<u>9,728.84</u>	<u>16,495.91</u>	<u>6,767.07</u>	<u>9,728.84</u>	<u>81,200.00</u>
800 - Firefighters Payroll							
801 - Payroll - Day Shift (Hourly)	14,001.00	17,480.00	-3,479.00	14,001.00	17,480.00	-3,479.00	209,760.00
809 - Payroll - Day Shift (Stipend)	1,560.00	1,500.00	60.00	1,560.00	1,500.00	60.00	18,000.00
802 - Payroll - Night Shift (Hourly)	9,811.00	9,490.00	321.00	9,811.00	9,490.00	321.00	113,880.00
810 - Payroll - Night Shift (Stipend)	1,230.00	1,825.00	-595.00	1,230.00	1,825.00	-595.00	21,900.00
808 - Payroll Expenses							
FICA	2,035.04	1,798.62	236.42	2,035.04	1,798.62	236.42	21,583.00
SUTA	287.26	500.00	-212.74	287.26	500.00	-212.74	6,000.00
808 - Payroll Expenses - Other	78.50	125.00	-46.50	78.50	125.00	-46.50	1,500.00
Total 808 - Payroll Expenses	<u>2,400.80</u>	<u>2,423.62</u>	<u>-22.82</u>	<u>2,400.80</u>	<u>2,423.62</u>	<u>-22.82</u>	<u>29,083.00</u>
Total 800 - Firefighters Payroll	29,002.80	32,718.62	-3,715.82	29,002.80	32,718.62	-3,715.82	392,623.00
850 - Christmas Fundraising Expense	0.00			0.00			4,000.00
Total Expense	<u>131,420.54</u>	<u>55,329.71</u>	<u>76,090.83</u>	<u>131,420.54</u>	<u>55,329.71</u>	<u>76,090.83</u>	<u>704,431.00</u>
Net Ordinary Income	<u>-33,192.52</u>	<u>12.99</u>	<u>-33,205.51</u>	<u>-33,192.52</u>	<u>12.99</u>	<u>-33,205.51</u>	<u>-27,823.00</u>
Net Income	<u><u>-33,192.52</u></u>	<u><u>12.99</u></u>	<u><u>-33,205.51</u></u>	<u><u>-33,192.52</u></u>	<u><u>12.99</u></u>	<u><u>-33,205.51</u></u>	<u><u>-27,823.00</u></u>



Union County Sheriff's Office
Events By Nature

Date of Report

8/2/2013

1:50:02PM

For the Month of: July 2013

<u>Event Type</u>	<u>Total</u>
911 ABANDONED CALL	14
911 HANG UP	27
911 MISDIAL	4
911 SILENT OPEN LINE	7
911 TEST CALL	1
ACCIDENT EMD	1
ACCIDENT PD COUNTY NO EMD	10
ACCIDENT PD MUNICIPAL	1
ALARMS LAW	62
ANIMAL BITE REPORT LAW	3
ANIMAL COMP SERVICE CALL LAW	6
ANIMAL LOST STRAY UNWNTD LAW	5
ASSAULT SIMPLE LAW	4
ASSIST DSS ONSITE OR IN OFFICE	1
ASSIST EMS OR FIRE	6
ATTEMPT TO LOCATE	3
BOLO	9
BURGLARY VEHICLE	4
BUSINESS CHECK	39
CALL BY PHONE	23
CARDIAC RESPIRTY ARREST EMD	1
CONTROLLED BURN INFO NON-EFD	1
DELIVER MESSAGE	1
DISCHARGE OF FIREARM	6
DISTURBANCE OR NUISANCE	3
DOMESTIC DISTURBANCE	8
FIREWORKS VIOLATION REPORT	2
FOLLOW UP INVESTIGATION	3

<u>Event Type</u>	<u>Total</u>
FRAUD DECEPTION FORGERY	1
HARASSMENT STALKING THREATS	1
ILLEGAL DUMPING LITTERING	1
INTOXICATED DRIVER	2
INVESTIGATION	1
JURISDICTION CONFIRMATION LAW	2
JUVENILE COMPLAINT	2
LARCENY THEFT	1
LIVE STOCK ON HIGHWAY	1
MEET REQUEST NO REFERENCE GIVN	3
MENTAL DISORDER LAW	2
MISSING PERSON	1
MOTORIST ASSIST	1
NC DOT MISCELLANEOUS	4
NOISE COMPLAINT	1
PREVENTATIVE PATROL	266
PROP DAMAGE VANDALISM MISCHIEF	3
PROWLER REPORT	1
PUBLIC SERVICE	1
PUBLIC WORKS CALL	2
RADAR PATROL INCLUDING TRAINIG	9
REPOSESSION OF PROPERTY	1
RESIDENTIAL CHECK	3
SERVE CIVIL PAPER	2
SERVE CRIMINAL SUBPOENA	3
SERVE DOMESTIC VIOL ORDER	10
SERVE EVICTION NOTICE	1
SERVE WARRANT	5
SICK PERSON EMD	1
SPEEDING VEHICLE COMPLAINT	1
STRUCTURE FIRE EFD	3
SUICIDAL THREAT EPD	1

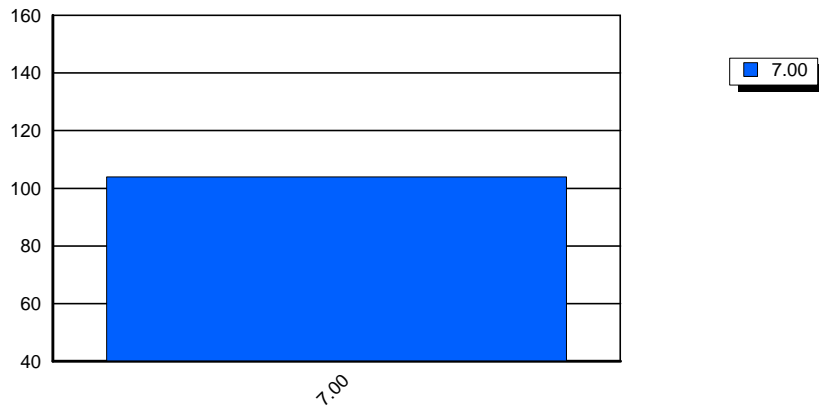
<u>Event Type</u>	<u>Total</u>
SUSPICIOUS CIRCUMSTANCES	7
SUSPICIOUS PERSON	5
SUSPICIOUS VEHICLE	11
TRAFFIC DIRECT CONTROL	1
TRAFFIC HAZARD	3
TRAFFIC STOP	15
TRAFFIC VIOLATION COMPLAINT	3
TRESPASSING UNWANTED SUBJ	5
WELL BEING CHECK	1

Total Calls for Month: 643

WESLEY CHAPEL VFD

8/6/2013

Count of Alarms Per Month



<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1303792	0	07/01/2013
09020	1303793	0	07/01/2013
09020	1303803	0	07/01/2013
09020	1303805	0	07/02/2013
09020	1303810	0	07/02/2013
09020	1303825	0	07/03/2013
09020	1303832	0	07/03/2013
09020	1303833	0	07/03/2013
09020	1303837	0	07/04/2013
09020	1303842	0	07/04/2013
09020	1303850	0	07/04/2013
09020	1303851	0	07/04/2013
09020	1303860	0	07/04/2013
09020	1303865	0	07/05/2013
09020	1303876	0	07/05/2013
09020	1303885	0	07/05/2013
09020	1303889	0	07/05/2013
09020	1303911	0	07/06/2013
09020	1303912	0	07/06/2013
09020	1303915	0	07/06/2013
09020	1303916	0	07/06/2013
09020	1303919	0	07/07/2013
09020	1303921	0	07/07/2013
09020	1303924	0	07/07/2013
09020	1303926	0	07/07/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1303930	0	07/07/2013
09020	1303938	0	07/08/2013
09020	1303942	0	07/08/2013
09020	1303949	0	07/08/2013
09020	1303958	0	07/08/2013
09020	1303964	0	07/09/2013
09020	1303967	0	07/09/2013
09020	1303970	0	07/09/2013
09020	1303976	0	07/09/2013
09020	1303977	0	07/09/2013
09020	1303978	0	07/09/2013
09020	1303986	0	07/09/2013
09020	1303994	0	07/10/2013
09020	1303998	0	07/10/2013
09020	1304004	0	07/11/2013
09020	1304014	0	07/11/2013
09020	1304015	0	07/11/2013
09020	1304019	0	07/11/2013
09020	1304024	0	07/11/2013
09020	1304028	0	07/11/2013
09020	1304030	0	07/11/2013
09020	1304039	0	07/12/2013
09020	1304050	0	07/12/2013
09020	1304057	0	07/13/2013
09020	1304059	0	07/13/2013
09020	1304062	0	07/13/2013
09020	1304093	0	07/14/2013
09020	1304096	0	07/15/2013
09020	1304099	0	07/15/2013
09020	1304103	0	07/15/2013
09020	1304104	0	07/15/2013
09020	1304125	0	07/16/2013
09020	1304128	0	07/16/2013
09020	1304134	0	07/17/2013
09020	1304138	0	07/17/2013
09020	1304147	0	07/18/2013
09020	1304158	0	07/18/2013
09020	1304166	0	07/19/2013
09020	1304170	0	07/19/2013
09020	1304175	0	07/19/2013
09020	1304191	0	07/20/2013
09020	1304204	0	07/20/2013
09020	1304209	0	07/20/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1304214	0	07/21/2013
09020	1304216	0	07/21/2013
09020	1304217	0	07/21/2013
09020	1304227	0	07/21/2013
09020	1304232	0	07/21/2013
09020	1304243	0	07/22/2013
09020	1304247	0	07/22/2013
09020	1304251	0	07/22/2013
09020	1304252	0	07/22/2013
09020	1304259	0	07/22/2013
09020	1304263	0	07/23/2013
09020	1304275	0	07/23/2013
09020	1304291	0	07/25/2013
09020	1304302	0	07/25/2013
09020	1304319	0	07/26/2013
09020	1304322	0	07/26/2013
09020	1304326	0	07/27/2013
09020	1304329	0	07/27/2013
09020	1304339	0	07/27/2013
09020	1304340	0	07/27/2013
09020	1304345	0	07/27/2013
09020	1304348	0	07/27/2013
09020	1304349	0	07/27/2013
09020	1304357	0	07/28/2013
09020	1304367	0	07/28/2013
09020	1304375	0	07/29/2013
09020	1304386	0	07/29/2013
09020	1304397	0	07/30/2013
09020	1304405	0	07/30/2013
09020	1304408	0	07/30/2013
09020	1304411	0	07/30/2013
09020	1304421	0	07/31/2013
09020	1304427	0	07/31/2013
09020	1304431	0	07/31/2013
09020	1304432	0	07/31/2013
09020	1304434	0	07/31/2013

Month Total: **104**

Grand Total: **104**

NFIRS Incident Listing Summary Report

1 total calls for Incident Type 113 **Cooking fire, confined to container**
1 total calls for Incident Type 300 **Rescue, EMS incident, other**
43 total calls for Incident Type 311 **Medical assist, assist EMS crew**
2 total calls for Incident Type 322 **Motor vehicle accident with injuries**
2 total calls for Incident Type 324 **Motor vehicle accident with no injuries**
1 total calls for Incident Type 411 **Gasoline or other flammable liquid spill**
1 total calls for Incident Type 424 **Carbon monoxide incident**
3 total calls for Incident Type 500 **Service Call, other**
1 total calls for Incident Type 511 **Lock-out**
1 total calls for Incident Type 551 **Assist police or other governmental agency**
2 total calls for Incident Type 554 **Assist invalid**
3 total calls for Incident Type 600 **Good intent call, other**
11 total calls for Incident Type 611 **Dispatched & canceled en route**
3 total calls for Incident Type 631 **Authorized controlled burning**
15 total calls for Incident Type 735 **Alarm system sounded due to malfunction**
5 total calls for Incident Type 736 **CO detector activation due to malfunction**
6 total calls for Incident Type 745 **Alarm system activation, no fire - unintentional**
3 total calls for Incident Type 814 **Lightning strike (no fire)**

Total Incidents:

104

**TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2013-2014

07/01/2013 TO 07/31/2013
CURRENT PERIOD YEAR-TO-DATE BUDGETED % BUDGET REM

REVENUE:

10-3101-110 AD VALOREM TAX - CURRENT	1,228.90	1,228.90	975,000.00	100
10-3102-110 AD VALOREM TAX - 1ST PRIOR Y	95.11	95.11	7,000.00	99
10-3103-110 AD VALOREM TAX - NEXT 8 YRS	459.26	459.26	1,000.00	54
10-3110-121 AD VALOREM TAX - MOTOR VEH	3,722.69	3,722.69	60,000.00	94
10-3115-180 TAX INTEREST	129.72	129.72	2,250.00	94
10-3231-220 LOCAL OPTION SALES TAX REV -	0.00	0.00	156,000.00	100
10-3322-220 BEER & WINE TAX	0.00	0.00	43,350.00	100
10-3324-220 UTILITY FRANCHISE TAX	0.00	0.00	407,000.00	100
10-3340-400 ZONING & PERMIT FEES	5,410.00	5,410.00	10,000.00	46
10-3350-400 SUBDIVISION FEES	2,150.00	2,150.00	2,000.00	-8
10-3830-891 MISCELLANEOUS REVENUES	50.00	50.00	1,500.00	97
10-3831-491 INVESTMENT INCOME	41.68	41.68	13,000.00	100
TOTAL REVENUE	13,287.36	13,287.36	1,678,100.00	99

AFTER TRANSFERS 13,287.36 13,287.36 1,678,100.00

4110 GENERAL GOVERNMENT

EXPENDITURE:

10-4110-126 FIRE DEPT SUBSIDIES	59,900.00	59,900.00	752,625.00	92
10-4110-127 FIRE DEPARTMENT GRANT	0.00	0.00	80,000.00	100
10-4110-128 POLICE PROTECTION	59,847.00	59,847.00	240,000.00	75
10-4110-192 ATTORNEY FEES	0.00	0.00	90,000.00	100
10-4110-195 ELECTION EXPENSE	0.00	0.00	11,000.00	100
10-4110-340 EVENTS & PUBLICATIONS	-700.00	-700.00	22,750.00	103
10-4110-495 OUTSIDE AGENCY FUNDING	0.00	0.00	3,600.00	100
TOTAL EXPENDITURE	119,047.00	119,047.00	1,199,975.00	90

BEFORE TRANSFERS -119,047.00 -119,047.00 -1,199,975.00

AFTER TRANSFERS -119,047.00 -119,047.00 -1,199,975.00

4120 ADMINISTRATIVE

EXPENDITURE:

10-4120-121 SALARIES - CLERK	5,959.44	5,959.44	73,500.00	92
10-4120-123 SALARIES - TAX COLLECTOR	3,236.40	3,236.40	43,500.00	93
10-4120-124 SALARIES - FINANCE OFFICER	1,214.38	1,214.38	11,250.00	89
10-4120-125 SALARIES - MAYOR & TOWN COU	1,750.00	1,750.00	25,200.00	93
10-4120-181 FICA EXPENSE	922.27	922.27	13,000.00	93
10-4120-182 EMPLOYEE RETIREMENT	1,356.40	1,356.40	16,500.00	92
10-4120-183 EMPLOYEE INSURANCE	1,763.00	1,763.00	21,000.00	92
10-4120-184 EMPLOYEE LIFE INSURANCE	28.56	28.56	400.00	93
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	24.00	325.00	93
10-4120-191 AUDIT FEES	0.00	0.00	8,900.00	100
10-4120-193 CONTRACT LABOR	0.00	0.00	5,000.00	100
10-4120-200 OFFICE SUPPLIES - ADMIN	57.11	57.11	17,000.00	100
10-4120-210 PLANNING CONFERENCE	0.00	0.00	1,000.00	100
10-4120-321 TELEPHONE - ADMIN	0.00	0.00	4,000.00	100
10-4120-325 POSTAGE - ADMIN	100.00	100.00	4,200.00	98
10-4120-331 UTILITIES - ADMIN	208.71	208.71	4,725.00	96
10-4120-351 REPAIRS & MAINTENANCE - BUIL	245.00	245.00	38,000.00	99
10-4120-352 REPAIRS & MAINTENANCE - EQU	1,113.71	1,113.71	55,000.00	98
10-4120-354 REPAIRS & MAINTENANCE - GRO	0.00	0.00	46,000.00	100
10-4120-355 REPAIRS & MAINTENANCE - PES	110.00	110.00	1,250.00	91

**TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2013-2014

07/01/2013 TO 07/31/2013

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-356 REPAIRS & MAINTENANCE - CUS	0.00	0.00	6,250.00	100
10-4120-370 ADVERTISING - ADMIN	0.00	0.00	1,000.00	100
10-4120-397 TAX LISTING & TAX COLLECTION	-57.01	-57.01	1,000.00	106
10-4120-400 ADMINISTRATIVE:TRAINING	550.00	550.00	4,100.00	87
10-4120-410 ADMINISTRATIVE:TRAVEL	0.00	0.00	6,500.00	100
10-4120-450 INSURANCE	11,311.20	11,311.20	14,360.00	21
10-4120-491 DUES & SUBSCRIPTIONS	18,810.00	18,810.00	21,000.00	10
10-4120-498 GIFTS & AWARDS	0.00	0.00	1,500.00	100
10-4120-499 MISCELLANEOUS	5.00	5.00	3,500.00	100
TOTAL EXPENDITURE	48,708.17	48,708.17	448,960.00	89
BEFORE TRANSFERS	-48,708.17	-48,708.17	-448,960.00	
AFTER TRANSFERS	-48,708.17	-48,708.17	-448,960.00	
4130 PLANNING & ZONING				
EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTR	5,178.18	5,178.18	65,500.00	92
10-4130-122 SALARIES - ASST ZONING ADMIN	86.19	86.19	2,500.00	97
10-4130-123 SALARIES - RECEPTIONIST	1,725.84	1,725.84	21,500.00	92
10-4130-124 SALARIES - PLANNING BOARD	1,250.00	1,250.00	17,500.00	93
10-4130-125 SALARIES - SIGN REMOVAL	405.71	405.71	5,000.00	92
10-4130-181 FICA EXPENSE - P&Z	661.40	661.40	11,700.00	94
10-4130-182 EMPLOYEE RETIREMENT - P&Z	1,018.34	1,018.34	12,700.00	92
10-4130-183 EMPLOYEE INSURANCE	1,763.00	1,763.00	22,500.00	92
10-4130-184 EMPLOYEE LIFE INSURANCE	22.68	22.68	325.00	93
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	12.00	215.00	94
10-4130-193 CONSULTING	0.00	0.00	5,000.00	100
10-4130-194 CONSULTING - COG	0.00	0.00	5,000.00	100
10-4130-200 OFFICE SUPPLIES - PLANNING &	13.22	13.22	5,000.00	100
10-4130-201 ZONING SPECIFIC OFFICE SUPPLI	0.00	0.00	2,500.00	100
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	500.00	100
10-4130-220 TRANSPORTATION & IMPROVEM	0.00	0.00	9,000.00	100
10-4130-321 TELEPHONE - PLANNING & ZONI	0.00	0.00	4,000.00	100
10-4130-325 POSTAGE - PLANNING & ZONING	100.00	100.00	4,200.00	98
10-4130-331 UTILITIES - PLANNING & ZONING	208.72	208.72	4,725.00	96
10-4130-370 ADVERTISING - PLANNING & ZON	0.00	0.00	1,000.00	100
TOTAL EXPENDITURE	12,445.28	12,445.28	200,365.00	94
BEFORE TRANSFERS	-12,445.28	-12,445.28	-200,365.00	
AFTER TRANSFERS	-12,445.28	-12,445.28	-200,365.00	
GRAND TOTAL	-166,913.09	-166,913.09	-171,200.00	

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2013-2014

PERIOD ENDING: 07/31/2013

10

ASSETS

ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	332,803.46
10-1120-001 TRINITY MONEY MARKET	1,179,787.36
10-1120-002 CITIZENS SOUTH CD'S	511,226.71
10-1170-000 NC CASH MGMT TRUST	530,044.30
10-1211-001 A/R PROPERTY TAX	15,140.65
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	4,955.22
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	7,840.54
10-1232-000 SALES TAX RECEIVABLE	183.26
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	828,793.42
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	14,022.92
10-1610-003 FIXED ASSETS - EQUIPMENT	127,827.46
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01
TOTAL ASSETS	3,579,476.31

LIABILITIES & EQUITY

LIABILITIES

10-2110-000 ACCOUNTS PAYABLE	15,000.00
10-2120-000 BOND DEPOSIT PAYABLE	262,038.40
10-2154-001 NC RETIREMENT PAYABLE	-64.36
10-2620-000 DEFERRED REVENUE - DELQ TAXES	4,955.22
10-2625-000 DEFERRED REVENUE - CURR YR TAX	15,140.65
10-2630-000 DEFERRED REVENUE-NEXT 8	7,840.54
TOTAL LIABILITIES	304,910.45

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2013-2014

PERIOD ENDING: 07/31/2013

10
EQUITY

10-2620-001 FUND BALANCE - UNDESIGNATED	1,919,413.61
10-2620-003 FUND BALANCE-DESIG FOR CAP PROJECTS	569,629.30
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	997,494.81
10-2620-005 CURRENT YEAR EQUITY YTD	-45,058.77
CURRENT FUND BALANCE - YTD NET REV	-166,913.09
TOTAL EQUITY	3,274,565.86
TOTAL LIABILITIES & FUND EQUITY	3,579,476.31

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: August 6, 2013

SUBJECT: Monthly Report – July 2013

Transactions:	
Adjust Under \$5.00	\$.01
Refund	\$25.00
Overpayment	\$(1.80)
Balance Adjustment	\$(53.90)
Penalty and Interest Payments	\$(186.73)
Taxes Collected:	
2006	\$(10.45)
2008	\$(212.31)
2009	\$(118.25)
2010	\$(118.25)
2011	\$(95.11)
2012	\$(1227.10)
As of July 31, 2013; the following taxes remain Outstanding:	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74
2006	\$131.13
2007	\$144.42
2008	\$1752.33
2009	\$2160.66
2010	\$3065.24
2011	\$4955.22
2012	\$15140.65
Total Outstanding:	\$27936.41