

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 9, 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 September 9, 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: Chris Duggan, Dee Simon, Mike Simon, Todd Alexander, Jessica Alexander, Mike Collins, Brad Prillaman, Don Titherington, Jean Varda, Scott Robinson, Bill Price, Nancy Anderson, Judy Johnston, Chuck Rohland, Meghan Collins, Alan Kerley, John Houston, Sam Lowe, Robert Gunst, Linda Nugent, Jim Vivian, Jean Lee Pirkey and Janet B.

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

Item No. 1. Open the Meeting. Mayor Davidson called the September 9, 2013 Regular Town Council Meeting to order at 7:00 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. Public Comments.

Mr. Chris Duggan – I live at 610 Hunter Lane here in Weddington. I also represent a number of individuals who are opposed to the construction of the water tower at the Hemby site. I spoke to all of the Councilmembers except Councilwoman Hadley. I left her a message on Friday. This is a difficult issue. There are a lot of individuals who are opposed to the construction of the water tower at the Hemby site just like there were a lot of individuals who were opposed to the tower at any other site that you have looked at. Here is my challenge to you. Call for a second conditional application. At this point in time if you call for a second conditional application for another site and run it alongside the Hemby site I think you will get a quicker resolve at the end of the day. Here is why I suggest that. You will catch with a second site the greatest community involvement possible. You are only going to be slowing down the process by my calculation of four to five months rather than go through this process and at the end of the day have a second process. Not only do you catch the widest amount of participation from the residents but you have a comparison. I have heard from a number of you that we are only focused on this site and this site alone and this application alone. That misses the boat. It is about the Land Use Plan and what is good for the Town of Weddington as a whole and whether this fits in with that Land Use Plan. I challenge you instead of calling for a public hearing on this matter for the next Council meeting, go back to the County and ask for a second application. The plans are not going to significantly change for the construction of this water tower. It is going to be what it is. Ask the County to submit to you the exact cost numbers and run a plan for ground tanks. We hear these numbers all the time but we fully do not know what those numbers are. I think if you do you will have a better basis to determine what it would cost in the long run. Thank you for the opportunity to speak.

Mr. Brad Prillaman – As a quick review from the minutes of July 9, 2012, Mayor Pro Tem Barry said, “When we made the change to go to conditional zoning, it is a legislative process and we have almost absolute authority.” On the Polivka property, Mr. Temple represented the Polivkas and he said, “We will have seven people who will work out of this office. This building would house those seven people and perhaps even up to 10 people.” Mr. Temple goes on to say that Mr. Polivka would only like to have his corporate office here and now we stand here today with a 15,000 SF building with 70 parking spaces. I am against all commercial building outside of the common core area of 27 acres in the Town of Weddington. I think this Council did a complete disservice to the people by approving this and by letting this go unchallenged and that this was merely an office for just this one man with seven to 10 people and we have 70 parking spaces which he will obviously rent out space in the building.

Mr. Robert Gunst - We have been through at least four water tower sites now. Two have been disapproved and a third one is on the agenda now. The process cannot go any longer. I have sent each of you a video which I did on September 1 showing water coming to a complete stop. This is a reoccurring ongoing problem. You never know when it is going to happen. The whole point is we cannot keep reinventing this wheel. Please vote for it and approve it, let’s get this done and serve all of the people that require water which is a basic necessity.

Item No. 5. Additions, Deletions and/or Adoption of the Agenda. Councilwoman Barbara Harrison moved to approve the agenda 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. 6. Approval of Minutes.

A. August 19, 2013 Special Town Council Meeting. Councilwoman Harrison moved to approve the August 19, 2013 Special 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. 7. Consent Agenda.

A. Consideration of Proclamation – Constitution Week. The Town Council received the following information:

- A letter dated August 4, 2013 from Ms. Elizabeth R. Gibson, Past Vice President General of the National Society Daughters of the American Revolution requesting that the Town approve a proclamation regarding Constitution Week
- A document discussing the history of Constitution Week

Mayor Pro Tem Barry moved to approve Proclamation P-2013-06:

**TOWN OF WEDDINGTON
PROCLAMATION PROCLAIMING
SEPTEMBER 17 THROUGH 23 AS
CONSTITUTION WEEK
P-2013-06**

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2013, marks the two hundred twenty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Walker F. Davidson, by virtue of the authority vested in me as Mayor of the Town of Weddington do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this 9th day of September, 2013.

All were in favor, with votes recorded as follows:

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

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

A. Public Hearing to Review and Consider – Anderson Agritourism Conditional Zoning Permit. Mayor Davidson opened the public hearing. The Town Council received the following memo from Town Planner Jordan Cook:

Nancy Anderson requests a CZ Rezoning for Agritourism located at 13624, 13432, 13428 and 13616 Providence Road, Weddington, NC.

Application Information

Date of Application: June 24, 2013

Applicant Name: Nancy Anderson

Owner Name: Nancy Anderson and Catawba Lands Conservancy

Parcel ID#: 06-150-044, 06-150-044D, 06-150-044E, 06-150-044F, 06-150-046, 06-150-047, 06-150-048 and 06-150-048A

Property Location: Providence Road

Existing Land Use: Residential Conservation and Traditional Residential

Existing Zoning: RCD and R-40 (no zoning change required)

Total Parcel Size: 57.65 Acres

General Information-Agritourism CZ Rezoning

- The applicant proposes an Agritourism Conditional Zoning Permit in accordance with *Section 58-54 (2) q* and *Section 58-58 (2) p* of the *Weddington Zoning Ordinance*. All proposed uses will be housed in existing buildings currently on the property.
- The required Public Involvement Meetings for this project were held on July 18th and July 22nd, 2013. The meeting on July 18th was held on-site at 13624 Providence Road from 10:00am-12:00pm. The meeting on July 22nd was held at Weddington Town Hall from 4:30-6:30pm. No one attended the on-site meeting while six attended the Town Hall meeting. Those six requested only general information.
- This application is for all eight parcels outlined on the site plan. However, the applicant has been operating an agritourism business since 1991 while the actual property has been used for agritourism since the early 1980's.

- The applicant was never required to apply for an agritourism permit when “agritourism” was added to the *Weddington Zoning Ordinance* in 2004. At that time the Town Council stated that if the “grandfathered” agritourism use was expanded, the property owner (current applicant) would need to apply for a conditional zoning permit.
- The applicant does plan to expand the current agritourism activities to include an event facility, outdoor event area, pedestrian path and additional parking. Therefore, the applicant is required to apply for a Conditional Zoning permit. While doing this the applicant has also decided to include all parcels engaged in the agritourism business.

Site Plan Information:

- The primary reason for this Agritourism CZ application is for the expansion of uses on parcels 06-150-047, 06-150-048 and 06-150-048A (all along Providence Road).
- The existing two-story home on parcel 06-150-048 and existing one-story home on parcel 06-150-047 will be used as the primary event facilities.
- Gravel drives and parking lots will be added to these parcels to accommodate the proposed uses.

Screening and Landscaping:

- Screening and landscaping will be provided by using existing trees and shrubs. The applicant is required a 14 foot buffer around the perimeter of parcel 06-150-048A and a 50 foot buffer around the perimeter of parcel 06-150-044 per *Section 58-8* of the *Weddington Zoning Ordinance*.
- The applicant has provided, with existing vegetation, both of these required buffers around the perimeter of the property. The applicant has also provided a note that all landscaping is to comply with Town of Weddington requirements.
- Parcels 06-150-044 and 06-150-046 are within the Catawba Lands Conservancy (CLC) conservation easement area. Staff has received a signed affidavit from the CLC allowing the applicant to apply for a CZ Rezoning on their property.

Access and Parking:

- The site will be accessed by three (two if the driveway on parcel 06-150-047 is removed) gravel drives from Providence Road. These driveways will be located where existing curb cuts have been placed by NCDOT during the NC16 widening.
- The applicant has not yet provided a Brief Technical Traffic Memo. *Update: NCDOT did provide a memo today.*
- The applicant is required 145 parking spaces (1 space per employee during the shift with greatest employment plus 1 space for every 2 guests based on the maximum number of guests the facility can accommodate). The applicant has provided 190 parking spaces, therefore complying with *Section 58-175* of the *Weddington Zoning Ordinance*.
- There will be several new parking areas located throughout the farm. There will be 9 parking spaces on parcel 06-150-048A, 15 parking spaces on parcel 06-150-047, 4 handicapped spaces on parcel 06-150-048 and 126 parking spaces located on parcel 06-150-044. The 126 parking spaces will be grass but are required to be marked as shown on the site plan per the *Weddington Zoning Ordinance*. There are also 29 existing gravel spaces on parcel 06-150-044.
- Parking spaces meet the minimum size standards set in *Section 58-175* and *58-176* of the *Weddington Zoning Ordinance*.

Elevations:

- All buildings are existing. Exterior treatments of primary event structures include wood siding, brick and architectural grade shingles.
- The applicant has provided photographs of all buildings and structures on site.

Additional Information:

- Adjacent Property Uses are as follows:

North: Single family houses (Highgate subdivision)
South: Approved but unbuilt 15,000 square foot office building (Polivka) and Weddington United Methodist Church
East: Providence Road and Weddington Corners Shopping Center
West: Single family houses (Steeple Chase subdivision)

- Lighting plan (if needed) to be included in construction documents and will comply with Weddington Zoning Ordinance.
- Three freestanding ground signs will be located along Providence Road and are depicted on the Site Plan.
- Water is currently provided by Union County Public Works and septic is provided by a septic tank.
- All buildings meet the required setback requirements.
- The site is not within a regulatory flood plain.

Applicant Information:

The applicant has submitted the following information:

1. Site Plan
2. Topography Map
3. The Hunter Farm binder including but not limited to the following items:
 - a. Aerial Photos
 - b. Property Surveys
 - c. Project Narratives
 - d. Parking Lot Details
 - e. Building Details, Dimensions and Photos
 - f. Scale of adjacent buildings/property

Conditions of Approval:

- ~~1. Brief Technical Traffic Memo must be approved by Town Traffic Engineer and NCDOT;~~
2. All signage must comply with *Chapter 58, Article 5* of the *Weddington Code of Ordinances*;
3. Lighting plan must comply with *Town Lighting Ordinance*;
4. Prior to the commencement of any construction, the Town Council must approve Construction Documents in accordance with *Section 58-271 (h)* of the *Weddington Zoning Ordinance*;
5. Union County Environmental Health to approve septic area as shown on Site Plan;
6. Any future revisions to the approved site plan and other approved documents must comply with *Section 58-271 (i)* of the *Weddington Zoning Ordinance*.

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.

The Planning Board made a recommendation that the six parking spaces closest to Providence Road be relocated and that the driveway entrance on parcel 06-150-047 be removed. The applicant has removed those six parking spaces; however, that driveway entrance is still on that site plan right now. The Planning Board also gave this project a unanimous favorable recommendation.

The Town Council also received the following information:

- Conditional Zoning Application for the Providence Road Tract
- Conditional Zoning Application for the Catawba Lands Conservancy Tract
- Conditional Zoning Application for The Hunter Farm Tract
- Conditional Zoning Site Plan
- Conditional Zoning Topographic Layout
- A binder which included the following information: The Hunter Farm Business Card, Pamphlet regarding The Hunter Farm, Flyer about The Hunter Farm by the Catawba Lands Conservancy, Aerial

Map, Introduction, Weddington Citizen Survey 2012 Results, Section 58-271, Boundary Surveys, Adjoining Property Owners plus owners of parcels that touch a 1,300 foot buffer around the property, Existing Easements, Proposed Principle Uses, Traffic Impact Analysis, Lot Sizes, Existing Structures, Proposed Setbacks, Buffers and Landscaping, Existing and Proposed Access to Public Streets, Phasing of the Project, Signage, Exterior Treatments of Principal Structures, Flood Hazard Boundary Maps, Topography Maps, Scale of Buildings Relative to Abutting Properties, Lighting Plan, Sound Considerations.

Ms. Nancy Anderson – There are a couple of clarifications that I wanted to call your attention to. On Page 30-31 of your booklet which talks about proposed uses for the farm, in the third paragraph I would like for you to clarify for me what is your definition of concessions. That is a generic term. Most people think of it as food, refreshments and drinks. Also right under that it says the sale of locally grown agricultural products. I have listed a whole bunch of things. I probably should have put on there etc. because I left off honey. I just did not want it limited to those things on the list. I also put that we would be partnering with South Piedmont Community College and other entities. That included NC State. I also noted for additions to the facility under Number 2 the Catawba Lands Conservancy tract that no structures were planned. They asked me if they could get a small storage shed to store tools for the maintenance of the trail. At first I said I would be happy to keep it on the farm but they said that their volunteers should not be rummaging around using our stuff and they should have their own. It would not be visible from the road. It would be an 8 x 8 storage shed. Some people seem to get confused and thought the produce stand is part of this application. It is just three tracts. This is very hard to depict. I used the term “parking in the trees” when I was talking about adding parking spaces to the lawns. This picture does not adequately show that. They will not be lined up like this. There will be parking in the trees. Those are pine trees and it does not injure their root system to park underneath them. Most of the parking will be where we use our existing parking in the field. We are proposing to use open pavers. The emergency gate at Highgate also uses those. Most people use those and let the grass grow up between them. Also throughout the application we said that we are going to have ground signs consistent with the ordinances. I may change my mind on that. I saw some pretty ones that would still be in compliance with the ordinance. Our hope was that we would continue the lighting with the street lights that we have in Weddington - they stop at the farm and I was going to take down to the end of our property line. I saw some that would look better with that style. I did not want you to be stuck on the ground sign thing. You know how we are about signs in this Town. I am sure they will be in compliance but they will not be ground signs. Jordan had mentioned about the existing buffering. We have lots of normal vegetation along here especially during the summer. We do plan to put more evergreens right here because we get quite a bit of light pollution from here. At the property owner’s request we took down a lot of that vegetation on the fence line to neaten up a little bit and give them a better view. We will be replacing that with some evergreen shrubbery and trees. When I sat on Council and a conditional zoning request came before us I had at least three things in mind. I think the public expects this of you when you are considering a conditional zoning permit of any type. There are three basic questions that you have to ask yourself. Does it protect the personal property rights of not only the applicant but of the surrounding folks, does it conform to Weddington’s Town ordinances and in this particular case not only the agritourism definition for Weddington but also how it is defined in the State Statutes and does it have a net added gain to the community? I would point to the survey. I think it is clear that the people of Weddington always have and will continue to ask for green space/open space and rural character. Seventy-two percent want a sit down restaurant. Not going to give you that but I will try to throw in a special occasion brunch every now and again. You can look at the survey and see what people want but better yet just visit the farm and you will see how many people from the community come to the farm and repeatedly come back year after year. People have shown me their baby books with their children growing up on the farm. One of my favorites is this one family likes to stand by a particular tractor and measure how much their children have grown. I think the people of Weddington and the surrounding community truly value the farm. I think this will add value. The people from the CLC did not get to come tonight but she did want me to reiterate that the CLC is a land trust and every year they come out and do an annual survey of the farm to make sure that we are doing what was in our original inventory. She said that the Lands Conservancy was responsible for enforcing the restrictions on the easement regardless of what zoning it is. No matter what your decision is they will continue to do their work in the preservation of not just our farm but other farms.

Councilwoman Harrison – I was one of the people that went to the Public Involvement Meeting. Were the adjacent property owners notified about this? Did you talk with them? What was their feedback to you about this?

Ms. Anderson – I personally walked Blossom Hill Road. This person was at home. She was just renting the property and was moving out. She told me that the property owner had received a notification about it. The next two lots are vacant. I am assuming that they got notifications about it. I did not make it all the way to Mike’s house and did not catch up with him until a couple of days ago. He is my right across the fence neighbor. We have talked and we said we were friends and neighbors before all this and we will be friends and neighbors after this. I did talk with some folks on the other side of Blossom Hill and one man made it very clear to me that he did not care. I was walking around to invite them to come to the PIM meetings and I did not get too much response.

Councilmember Werner Thomisser – Outside of talking with the person that lived in the rental house and Mr. Collins who is the President of the Highgate HOA who will be speaking later, specifically who else did you talk with?

Ms. Anderson – Those are the people in that neighborhood that I specifically talked to. Every one of them got letters. You can see in your packet of the over 200 letters that were sent which is how we notify people that there is going to be a zoning change. The sign was also posted on the property for the PIMs meetings and also for this hearing tonight. I could not go knock on every door. I tried to touch the people that I thought would be the closest and most affected. I did not go deep into Highgate because that backs up to Longview and not me.

Councilmember Thomisser – We are talking about Blossom Hill Drive at the corner of Clover Crest down to the emergency gate - specifically how many of those homeowners did you talk to?

Ms. Anderson – I knocked on several doors. Two people came to the door and those are the ones that I talked to you about. One person was very polite. She said that she was packing up and moving out and the other person said, “I do not care.”

Councilmember Thomisser – So we had Mr. Collins, the person who was packing and moving out and the person who said they did not care. Is that correct?

Ms. Anderson – This is a public hearing; I am sure some of these people are here to speak about it.

Councilmember Thomisser – You made a statement earlier that you talked with adjoining property owners and I would like to know specifically how many people did you talk with?

Ms. Anderson – I spoke to three people in person. Can I introduce one of the speakers? His name is Jean Varda. He lived in that house from 1948 to 1968. He signed up to speak.

Mr. Mike Collins – I live at 4074 Blossom Hill Drive. I also own two adjoining lots. Three of the lots that you see on the map are property that I own. I am also the President of the Highgate HOA. I am here tonight to oppose this rezoning both from my personal perspective and also as a representative of the Highgate HOA. We have also polled a number of people in Highgate through this conversation and there is a lot of concern within Highgate about this rezoning. We are confused as to why this would fall under agritourism. What is being proposed as far as we can tell has nothing to do with agriculture – a wedding venue, enhanced corporate meeting space, special occasions, Sunday brunch, Friday night coffee bar and one that really concerns us is outdoor movies for local teens. These are the activities that have been proposed under this rezoning. We do not see how these things have anything to do with agriculture. It sounds more like commercial activities and would come under a different zoning that would apply to commercial type activities. The big concern that we have is noise from the outdoor events that will be occurring with large numbers of people and traffic congestion. They are

talking about events that are going to have 200 to 250 people with food preparation and other things going on at the same time. They are talking about 485 parking spaces with valet parking on the farm. These are going to create traffic issues in the area. Will alcohol be allowed? What about clean up after these events with the trash? Because of the parking issues we believe people will be parking on the street because there will not be sufficient parking right around the houses. What they have proposed are 30 parking spaces on the two properties that the houses are located on with minimal grading and parking in the trees for events covering 200 to 250 people. What they are saying is they will be using the farm for overflow parking. In trying to clarify this I talked with Sharon Wilson who is the person at the CLC that handles the Hunter Farm and she indicated strongly that there are easement restrictions on that farm and those will be enforced and those would not allow parking for commercial activities on adjoining properties. Just to read you what the restrictions are, and this would supersede any agritourism definitions, it says, "What is expressly prohibited is any commercial or industrial use or activity on the property other than those related to agriculture, education about agriculture or conservation and passive recreation which is defined to include walking, horseback riding, hunting, fishing..."

Mayor Pro Tem Barry – You said you were speaking for the Highgate HOA. Is that correct?

Mr. Collins – Correct.

Mayor Pro Tem Barry – Do you have any type of documentation from your board authorizing you to do that?

Mr. Collins – The Board unanimously voted to oppose this. I do not have a written document but I would be glad to send that to you.

Mr. Brad Prillaman – Going back to the Polivka property situation, the argument that was made for that was the church operated as a commercial entity and the farm operated as a commercial entity and then what would be the big deal about putting this other parcel here. This Town Council voted 4 to 0 to allow that commercial entity there.

Councilmember Thomisser – Point of Order. The Council voted 3 to 1.

Mr. Prillaman – In any case it was approved and now we have commercial from the church, Polivka property and all the way down to the farm and now we are increasing the commercial. Ms. Anderson says that the CLC will continue to operate regardless of the decision by this Council. They are not jeopardizing that according to her own words. She mentioned 183 parking spaces and Mr. Collins mentioned 485. We have no idea how much it is. She says that they are going to have pavers in the parking spaces and they are going to help with the runoff. Pavers actually increase runoff. They are not impervious and they do not soak up water. At some point the Council and the Town need to decide do we want a commercial entity for the whole entire Town? Where do we want to restrict commercial entities? Do we want to limit to the core that it says in the Land Use Plan or do we want to keep on going? My request is for the Town Council to limit all of these conditional permits that keep pushing commercial through this complete Town. We have a wonderful oasis here. We have commercial entities here within the 27 acres that is in the Land Use Plan. Where does it end?

Mr. Don Titherington – I have spoken to the Council several times to let you know my feelings again regarding commercial and mixed use development in this Town. In fact our citizens have been clear and the old Land Use Plan was clear that any commercial enterprise should be confined to the Town Center which was defined as the northeast quadrant of Highway 16 and 84 known as Weddington Corners. This Council elected to ignore the direction of the citizens and allowed Polivka International to build an office building across the street. This Council also voted last month to change the Town ordinance to allow wedding, banquet, reception centers and conference centers in residential areas. This was supported by every member of the Council as the vote was 4-0 in favor. This was the crack in the dike that was needed to start commercial enterprises in other parts of this Town and the flood gates have opened. A conditional zoning application was submitted for a wedding facility in a residential area on New Town Road and the Planning Board will debate this on September 23. There is an issue that you will vote on tonight - another banquet event center being proposed under agritourism. Both of

these are commercial enterprises and the citizens have been clear that additional commercial is not desired in Weddington. You have the ability to listen to your citizens tonight if you so choose. I hope you do listen and respect the citizens' wishes.

Mr. Jean Varda – I was one of the first elected officials on this board. That old house that Nancy wants to renovate we lived in for 20 years. We had to fight the first year very hard on keeping the commercial area right here because we had two petitions to put a store at Hemby Road and apartments and offices. I think this is a different situation. I think it would be attractive to the Town. A lot of people are objecting to it but I think you guys voted for that mortar and brick place across the road that is commercial then why did you do that and then hold back on Nancy which would enhance the area? When I was on Council we never got paid for our work.

Councilwoman Harrison – Do you pay taxes as agritourism?

Ms. Anderson – Yes.

Councilwoman Harrison – At the same rate as a commercial entity?

Ms. Anderson – I would like to answer that by saying first of all farming by definition is commercial. You are producing a product to sell for a profit. Agribusiness is by definition commercial. It is seen differently though because it produces our food sources and other things. Yes, we pay taxes. I would like to read the definition of agritourism from the State of North Carolina. Agritourism – Under a series of interconnected statutes anything qualifying as an agritourism activity under North Carolina General Statute 99E-30 is exempt from county land use regulations so long as it is carried out on a farm. GS 99E-30 broadly defines agritourism as any activity carried out on a farm or ranch for members of the general public for recreational, entertainment, or educational purposes to view or enjoy rural activities including farming, ranching, historic, cultural, harvest your own activities or national activities or attractions. The North Carolina Department of Agriculture and Consumer Services website lists 589 sites in the State in the following categories: farm animals, farm riding trail, walking trails, camping, bird watching, fishing and hunting, farm bed and breakfast, country cabins and retreats, hayrides, mazes and pumpkin patches, historic farms, quilt barns, reunions, museums and events, holiday farms, Christmas trees and crafts, pick your own farms, farm roadside stands, nurseries and flowers, picnics and parties, weddings and honeymoons, school field trips, summer camps, farm vacations, slow food dining, vineyards and wineries and organic. It is exempt from the County but it is not exempt from the Town as I interpret it.

Attorney Fox – The Town has their own definition of agritourism that is contained in your Zoning Ordinance. As well, you allow it in your R-40 zoning as a conditional use. That is why we are here tonight under conditional zoning. The Town's definition of agritourism is: Agritourism means an agricultural, horticultural, or agribusiness operation primarily devoted to the promotion of tourism of said operation for the purpose of enjoyment, education or active involvement in the activities of the farm or operation provided that said use produces revenues or attract tourists. Then there is a definition of agricultural that goes into all the uses.

Ms. Anderson – The reason why we applied for this particular application under agritourism is that was the guidance I was given by the Planner and Town Attorney. We spent months going back and forth on what would be the appropriate type of application. I went by their guidance.

Mayor Pro Tem Barry – The bulk of your property is still grandfathered under agritourism. That is part of the existing zoning. You are only referencing the two houses and the vacant lot.

Ms. Anderson – The CLC owns the adjoining parcel which is outlined in blue. It was donated to the CLC from the Town. They have the deed on that property. They want to have a nature trail there but the parcel is too small by the time you do parking and ADA there is no room for the trail. We talked about this for years with them - that they wanted to do something and I said I was applying for the permit and we will just roll in together. It is quite expensive to apply for one of these. We will be providing the parking spaces for them and

we will do the operation. It will only be open during daylight hours while we are open. We are going to be overseeing. We will be doing the trash pickup and bathrooms for them. They will be using our facilities. Only on their part will be the actual nature trail. The nature trail will be native plants. They will have markers but you will not see that from the road. Their charter is to maintain the habitat. Right now there are a lot of invasive species in there. They are trying to get it back to its natural habitat. We have plenty of deer in the area.

Mayor Pro Tem Barry – The farm is how many acres and the three parcels you are talking about tonight are how many?

Ms. Anderson – The farm is 44 acres and the other parcels are three acres. My house is not included in the farm. It has its own parcel. That is also not in the conservancy.

Councilmember Thomisser – At the beginning of your testimony did you indicate that agritourism is commercial?

Ms. Anderson – As a child growing up on a dairy farm, I considered it as a business. We were there to make money. Yes, you are producing a product for sale and hopefully for profit. That is the goal. According to the definition of agritourism for North Carolina it is considered commercial and our own Town says that agritourism must produce revenue or it does not qualify as agritourism.

Attorney Fox – Agricultural uses under the Town’s zoning means the production, keeping or maintenance for sale, lease or personal use of plants or animals and other products.

Ms. Anderson – My insurance company considers it commercial. They require me to have a commercial insurance policy.

Councilmember Thomisser – In 2007, 72% of Weddington residents indicated that they did not want any more commercial development. We redid our Land Use Plan this year. Jordan, do you recall what the percentage of respondents this year stated that they did not prefer commercial?

Town Planner Cook – I do not. I would have to look it up.

Councilmember Thomisser – I believe it was over 60%. I do not have the survey in my hand.

Ms. Anderson – The survey is actually in your book - 45% said that they were in favor of rural character which I would say that a historical house is.

Councilmember Thomisser – The question was what percentage of the people in 2013 that filled out the survey indicated that they preferred no more commercial?

Mayor Pro Tem Barry – Question 4 of the survey says, “Over the next five to ten years which of the following would most adversely affect Weddington’s current quality of life?” Is that the question you are referencing? It starts out with traffic at 58%, high density housing at 58%, increased large scale retail at 53%, rapid residential at 40%, loss of open space at 35%, overcrowding of schools at 33%, small office retail at 16%, no growth at 15%, no growth of large scale at 5%.

Councilmember Thomisser – Mr. Titherington, do you know what the percentage is?

Mr. Titherington – I do not know if the question was asked specifically in that fashion. I would be glad to look it up for you.

Councilmember Thomisser – For the record, the Council will agree that more than 50% of the people in Weddington would not approve of additional commercial. Today is September 9 and you are asking us to make

a decision based on your application. Does the selling of ovens and refrigerators and furniture fall under the definition of agritourism which I believe is currently on the property and is being sold? There are other things that to me look like things you would see at a flea market. Does that fall under the umbrella of agritourism?

Ms. Anderson – I would not consider that part of it. That is its current use. It is not a flea market. The current use of those three tracts – the historic home is still under restoration, the smaller house is a single family dwelling. There is a family currently living there and they had a yard sale. It rained almost every weekend during the summer. They asked me if they could use my yard since it had a covered porch on it and I said yes but I said it had to be done by this weekend. When I passed by there it appeared that they had complied with my request. There is nothing in the yard of the historic home. If this application is approved the single family dwelling will cease and desist and become part of the proposed uses that I lay out in my application.

Councilwoman Harrison – I sat here during the Planning Board Meeting and Mr. Rob Dow specifically said to you in that meeting, “Don’t you consider this commercial?” and you said “no.” With everybody mentioning Polivka, I was told by the Planning Board and you and by multiple people that your farm was not commercial. Now I am hearing that it is commercial and I am hearing that the enterprise on it is commercial and that you have commercial insurance. Here is my dilemma. I spent hours looking at your application and you have come before us and you talked about maybe changing signs, maybe changing other things, question the definition of concessions - at this point I am confused about what we are supposed to be voting on.

Ms. Anderson – I do not know how to settle the dilemma that people have about farming. I grew up here. It was rare to find a family that lived in Town and worked in Town. We are one of the few farms left. Again, the State sees agribusiness as a different entity and not the run of the mill commercial. When people think of commercial they think of Home Depot, Lowes and factories - that sort of thing. That is clearly not this. Yes, we produce a product that we sell. We allow people to come on our farm and pick their own and to come to the barn and see where their food is grown and comes from. I cannot add to anything else than what the statutes say. As far as the insurance, this is a very litigious society. If someone wanders on my farm or someone leaves a gate open and livestock gets on the highway and someone has an accident that is what Farm Bureau would cover. They are not going to cover people coming on to pick strawberries and someone getting bitten by an ant and decide that they want to sue me. For my own protection I am not going to put the family farm at risk. I have lots of liability insurance to protect me from that. This has been going on for 20 years and before I got here and it is not like I am proposing something new - we have an example of it. You can go and look at it. To sit here and decide what is commercial and what is not I think is a little counterproductive. You see what it is. I put concessions in there because at one time I was told I could not even sell water or anything to consume. Finally, I put a sign up in the window that said “Bottled Water - \$1.00 donation to the CLC” because I had cold drinks for myself and my help. When I applied for this Jordan gave me specific guidance to write down every single thing that we are doing and write down everything we want to do. I wrote down concessions and after I was reading over that I felt that was a generic term and not sure how it would be interpreted so I was just asking if you could clarify it. I do not want to be on Jordan’s speed dial for a violation of a permit that I think I am doing the right thing in getting.

Councilwoman Hadley – Are you going to be pulling trash cans to Providence Road for trash pickup?

Ms. Anderson – No.

Councilwoman Hadley – Are you going to have mailboxes on Providence Road?

Ms. Anderson – No. We do have to put out our recyclables on Sunday night but we have our own dumpster that they come and pick up sometimes three times a week and sometimes it is once every three weeks depending on the season we are in.

Councilwoman Hadley – Would you like to address the parking pavers?

Ms. Anderson – Think about the lattice that we have. That is what they call an open paver. There are open pavers at the emergency entrance of Highgate. We get all of the runoff. We are downhill from everybody. Anything that runs off is running off to me. The Highgate Community has their stormwater runoff coming right across my pasture because that is the normal flow. We get all the runoff from the road and from the Church.

Councilmember Thomisser- Councilwoman Harrison and I were both at the Planning Board Meeting and Councilwoman Harrison stated that during the Planning Board Meeting you said that agritourism was not commercial and tonight it is commercial. The problem that I am having is not only with the definition of commercial but that you keep moving the goal posts. Commercial tonight and at the Planning Board Meeting it was not commercial. At the Planning Board Meeting you said that there were going to be 22 parking spaces at the orange house and I believe there would be three handicaps in front of the house that you want to convert to a wedding and reception center and six to seven other parking spaces and now I am hearing that there is going to be parking in the pasture. I do not have a handle on the parking. Can you explain to me specifically how many parking spaces are going to be in front of the house with how many handicap and how many parking spaces are going to be at the former orange house?

Ms. Anderson – The parking seems to be a point of confusion. When I first did the application it was recommended that we have at least 30 parking spaces on the three acres and of course you have to have the handicap spaces. When I went before the Planning Board they recommended that some of those spaces could be eliminated. There were 32 spaces when Jordan gave his report. He followed the recommendation from the Planning Board and went to 28. As far as parking in the field on the farm, let me just say that we have 40 acres there. You can park a lot of cars on 40 acres if you need to. We can park 300+ cars on the property. That does not mean that we are going to have 600 people there. It just means that they are available in case you have two different events going on. If you go to Page 36 and 37 I think it may have confused some people when we photo shopped some cars parked there. It is hard to judge when you have a field how many cars can actually be parked in there. We did it to scale so you could see how that would work out. I think it totals up to about 500 spaces but we are not going to park in both strawberry fields. We may rotate the crop and one year we may plant one field and park in the other one. I did it so you could see no matter which field that we planted that it would still be adequate parking.

Mayor Davidson – What were the estimates on Weddstock?

Ms. Anderson – That was held over a 9 hour period. I believe they counted 4,000 to 5,000 people that came through the whole time. Of course they stayed for two or three hours and the volunteers parked somewhere else. We had a field planted at the time. For the record you can cultivate a field and still park in it. This is a multipurpose field.

Councilmember Thomisser – I would like to expand on the 28 parking spaces that Ms. Anderson said would be on Providence Road. As a member of the Public Safety Advisory Committee the speed limit on Providence Road is 45 mph until you get to the emergency gate of Highgate and then it drops down to 35 mph and it remains 35 mph until you get past the WUMC Family Life Center. We all know nobody is going 35 mph. I think we can see that we do have a speeding problem on Providence Road. I would like to ask the applicant whether she agrees that there is speeding and whether she has any plans for traffic control relative to hiring off-duty deputies to help manage the traffic pulling in the 28 parking spaces and also many other cars that would be pulling into the Hunter Farm and leaving.

Ms. Anderson – No, I do not plan to hire an off-duty police officer. While I was serving as Mayor, I had a lot of interaction with NCDOT. I took some young students to the division to meet with Division Chief Barry Moose. This was after one of their classmates had been killed on New Town Road. They call it the three “E’s” of traffic: Engineering, Enforcement and Education. Clearly this road has been well engineered. It is a four-lane divided highway. It is right in and right out only for these particular parcels. It has two protected leftovers. I would submit that this is an enforcement issue. I cannot enforce the speed limit. I would also say that this was affirmed by John Underwood who is the Division Engineer for Union County and has an office in Monroe. He

said given the use that it would be off peak days with off peak volume hours and we are only talking about an additional 300 cars per week maybe. He thought the facility was adequately engineered and that the volumes would currently accommodate that. Jordan can provide you with that memo. As we move further along in the construction document approval phase, the Town engineer from USI will also render an opinion on that. I will certainly follow their guidelines and suggestions. You referenced Weddstock and we did that before the road was finished and we did have officers on duty. Now it is a really safe right in right out. When the people are coming northbound and they want to turn in to the historic house they are not going all the way down to Hemby Road and making a U-Turn down there. They are just going a couple 100 yards and making a protected left-hand turn.

Mayor Pro Tem Barry – On your drawings there appears to be a road coming out of the back of those lots into the farm. Is that paved or a gravel road and are you intending that to be to move traffic for visitors from those sites into the farm or that is service only?

Ms. Anderson – We can do all of the above and it will not be paved. The CLC does not allow pavement except for their trails.

Mayor Pro Tem Barry – There is a second entrance at the back of the farm on the south side. I do not think that is open today but you recognize it on the map. Is it your intention to provide a new access point from behind the church into the property or are you just identifying it?

Ms. Anderson – It is an old wagon wheel road that has been in existence for 140 years and it is still currently used because there is a house back there that accesses it. Often times we get requests for hay rides and we go out the back and not on the main road.

Mayor Pro Tem Barry – If you had a party and you had 200 people leaving would you be pulling traffic down through there as well?

Ms. Anderson – No, although there is a light to get out on Providence Road and that would be a good way to do it. There is plenty of access off of Providence Road.

Councilwoman Harrison – You have these different applications that you talk about - the outdoor movie, etc. Is it because the ordinance or agritourism that you do not have to have a mass gathering permit?

Ms. Anderson – I did this at Jordan's urging to write down everything we do or want to do. The movie is generally for a youth group who comes with their adults with them. It is not open to the general public. It is a private group. It is not like a drive in. That youth pastor has since moved away and we have not done that in several years. That was one of their favorite things to do. We do that more in the interior because we do not have electricity over here. We will put some there for ground lighting.

Councilwoman Harrison – I have been telling people that would require a mass gathering permit.

Ms. Anderson – I put that in because we have done it in the past and I can tell every youth pastor that we cannot have any movies if that is a contentious effort. I certainly do not want that to upset people. It was not open to the public.

Councilwoman Harrison – I want to have a wedding and I am going to invite 250 people. I would have to bring my own caterers and have to get the liquor license. Who is responsible to get all of those things? Do I get liability insurance for having that? If someone drinks too much and leaves and pulls out in front of someone - who is liable in that scenario? Is it the person having the wedding or is that part of what you offer at your facility?

Ms. Anderson – I am not sure that is part of the permitting process and I do not know how the Town would be considered liable. Mass gathering - you have to charge admission and you have to be there more than six hours. None of this would be mass gathering. If we were to ever be asked to do another charity event or we were asked to host Weddstock, Jordan has assured me it would require the permit you are speaking of which is the mass gathering permit. That is not covered under this and would require the whole process that you are familiar with to be done again. I would assume that we would still be eligible for the four events. Quite honestly I am done with that. I am tired of working for free for other people. We will not have a commercial kitchen on the premises at this time. It will have to be catered. I am guessing that we will have different wedding packages. If you want alcohol the caterer would have to have a special permit for that. My insurance would be covering that. If this permit gets approved, I would have to get different insurance anyway. I just have basic liability now.

Councilmember Thomisser – Let’s talk about noise. What is the noise ordinance in Weddington?

Town Planner Cook – It is very vague. It is Section 22 and all it really touches on is excessive noise that disturbs people and adjacent properties. We do not have any type of decibel levels or timeframe. We have attached decibel limits to specific events such as Drumstrong.

Attorney Fox – Section 22 of the Weddington Town Ordinance does prohibit excessive noise with certain exemptions. He read the section of the ordinance dealing with this.

Mayor Davidson – The new banquet facility use had something about noise in there.

Town Planner Cook – That may be 60 decibels. It says: These uses shall not produce noise levels or electronically amplified sound that is audible at levels greater than 60 decibels beyond the boundary of the property that the facility is located. Further no noise or electronically amplified sound shall be audible beyond the property boundary between the hours of 10 p.m. and 9 a.m.

Councilmember Thomisser – If there was excessive noise and most weddings take place on the weekends, can you help me to understand the enforcement? Who would enforce?

Attorney Fox – The only way you can enforce it is through your contract with the local Sheriff’s Office. That is the only way you could get it enforced. You could bring some type of action independent of that after the fact.

Mayor Pro Tem Barry – Do we have a civil penalty?

Attorney Fox – The General Statutes that authorize cities to impose penalties generally provide that you can enforce through a civil penalty to collect it. I do not see an amount in here.

Councilmember Thomisser – Would the onus be on the adjoining property owner to call 911 to control the noise?

Attorney Fox – It could be a citizen who is disturbed. It depends on the provision that you are enforcing.

Town Planner Cook – You are not enforcing the wedding and banquet facility ordinance - just the noise ordinance.

Attorney Fox – Your noise ordinance would be anyone that is harmed by a series of noise that endangers their comfort levels so that is not restricted to the boundary lines like the banquet provision.

Councilmember Thomisser – It could be a scenario where Mr. Collins would be calling that the noise was excessive but the onus would be on him to call. You stated that we have the possibility of 200 to 250 people attending a wedding - where is the reception going to be – inside or outside of the house – behind the house?

Attorney Fox – I want to clarify something that may help the Council deal with this. I think you are dealing with a request for a conditional zoning permit. The request is for an agritourism use. Part of the property is currently used for that purpose now. That is non-conforming. That suggests that the applicant has a right for that non-conforming use to continue. The request is to expand that use. It is up to Council to look at the proposed use to determine whether or not that use is consistent with what Council understands or is comfortable with that use. There is a site plan that is being proposed. Often times the site plan is a little more detailed than what is provided. You can require more detail such as where envelopes or uses are going to occur in the property and restricting uses to those envelopes. You can also adopt reasonable conditions for the use that is being sought. You also have the ability if you were to go forward and approve this use to approve less than what is being requested to limit the use under the zoning to only a certain category of things that you may be comfortable with.

Mayor Pro Tem Barry – That does not affect the use that is currently grandfathered?

Attorney Fox – If you deny this that use will continue and that property owner has the right to continue that use provided that they do not do anything to release that use. This is just for the expansion of the use and my understanding is that it consists of those additional parcels along Providence Road.

Ms. Anderson – The noise abatement was my biggest concern. Part of this will be an outdoor venue. Jordan and I had conversations about how to address this. My assumption was that this Council would impose conditions on that. When we had Weddstock or Drumstrong the purpose there was to have a festive event and blast over the farm. This particular location would be shielded by the house and the deck and will be pointed toward my house at ground level and not raised. We even considered installing the speakers so they cannot be moved. My assumption is that this Council will listen to what my neighbors are saying and really come to some consensus of what is reasonable. It would be annoying being out on your deck every evening in the summer and you have been hard at work and you want to sit on your deck and this event is going on. We had already planned to do some landscaping. That would be evergreens. The current noise ordinance is inadequate for this situation because it is talking about a one time thing and this will be more than that. I have watched you work well together with the community and yourselves and my assumption is that will be a condition.

Councilmember Thomisser – We have ascertained that the reception will be outdoors.

Ms. Anderson – Occasionally but it depends on the size of it. With our preliminary talks with Union County Environmental we are limiting our size now to 250 guests and employees. That is all I can comfortably handle. If we have a venue that big, 250 people cannot fit in that house and some of them would be outdoors.

Councilmember Thomisser – Are there any restrictions relative to the Fire Marshal as to how many people? I have been in situations at Town Hall meetings where they cut it off because it exceeded the amount of people.

Attorney Fox – There are occupancy limits for certain dwellings. I would assume that the Fire Marshal would determine that.

Councilmember Thomisser - I would like to call Mr. Collins back up to see if there is anything to add.

Mr. Collins – I have a couple of keys things that have not really been explained well tonight.

Mayor Davidson – We gave three minutes for general statements. Was there a question?

Councilmember Thomisser – What are your concerns?

Mr. Collins – The concern I have is the farm that is in the CLC and is covered by this document here which is a deed of conservation easement. These are the easements that the farm has to abide by. The word agritourism is not in this document at all. Agritourism does not apply to specifically what the restrictions are on that property.

It is as defined in here and it is much narrower than your definition of agritourism and that is what the CLC is going to enforce. If she has weddings on these properties and other things like that she is not going to be able to use the farm for spillover parking or to provide services for those commercial operations that are going on because the easements specifically do not allow that. You are going to have a case where the CLC is not going to allow the additional activities that she wants to spillover to the farm property. This is the document dated 2002 and it cannot be changed. If they are more restrictive than what the Town of Weddington puts into place then these will supersede the zoning that the Town may apply. These are very restrictive of what can be done with the farm. It does not allow weddings and activities like that. At some point the CLC could disallow any use of the farm that supports activities that are on these properties you are proposing to be rezoned for things like weddings. Without this additional property in my mind there is no way you can have a wedding with 250 people on three acres of property which includes the parking and everything else that has to be part of that. I think the Council needs to be aware of that.

Councilmember Thomisser – What is your next concern?

Mr. Collins – The next concern is as it relates to parking. In this easement document it specifically does not allow expansion of parking areas on the farm for commercial activities. It does not specifically allow them unless it is approved in writing by the CLC and it would not allow that for commercial operations that are outside of that. On Page 22 where Nancy is showing an expansion of 484 almost 500 parking spaces on the farm that is not going to be allowed by the easements that are in this document. If you read the document it would not allow an expansion like that of more parking spaces. Even if the parking spaces were put in place they would not be allowed to be used for commercial activity that has nothing to do with the farm. It is on property that is outside of the farm. Again what this says is you need to look at that three acres in and of itself and decide what is appropriate for that and not tie it in with the farm because the farm has restrictions that are not going to allow commercial activity that is being proposed for that property to be included with the farm. As a property owner that has three lots that adjoin the farm I am going to make sure that the CLC enforces the restrictions that are in that document and to date I do not believe they are in certain cases and overlooking some of the requirements and easements that are in here. Things such as some of these large events that have occurred over the last several years would not fall within the easements that are allowed here. I can tell you personally that the Highgate homeowners are going to ensure that these easements are enforced by the CLC and they have indicated that they will enforce. In talking with Sharon Wilson today she said that their duty is to enforce all of these easements and they will enforce them as time goes on. For the two houses that are outside the farm that is a separate issue but that has to stand by itself and not be included as part of a commercial operation that includes the farm.

Mr. Collins provided the document to the Council of what he was discussing.

Mr. Collins – My final concern is I am a big fan of Weddington. I have lived here for five years. I am very concerned that this commercial activity on three acres right on Providence Road as the main entrance to Weddington would be totally counter to what all of us want in terms of what we want to see in this community. I have a big concern of what is being done there but on the other hand I am a big fan of the farm. I think the farm is a great asset for Weddington but I think it has to abide by the easements that were put in place when it was put into the CLC. It was put there for really good reasons to maintain that as a farm and not a commercial activity that gets way outside what is involved in farming.

Ms. Anderson – I am sorry that a representative from the CLC could not be here tonight. I had a conversation with her tonight and Mr. Collins is exactly right. The covenants and restrictions placed on the farm by the CLC are far greater than any that you could ever imagine. She did assure me that everything that we are currently doing is allowed under their covenants and everything that we are proposing to do is allowed by their covenants. Remember the CLC is a co-applicant here. They helped write this application. They are very clear about what is in it and that it is in conformity with their covenants. That is a long document. I am very clear on what the restrictions are. When they widened Providence Road and we moved our driveway I had to get permission from the CLC to do that. I had to specifically get it in writing and had to say that the other old driveway would not be

used. I couldn't just add; I had to take away. Apparently I did not do a good job in explaining the parking. All of that parking will not be in use at one time. I am out of the charity event business. It is the CLC's job to enforce these covenants. It is not the Town of Weddington's authority or responsibility to do that. They have a Stewardship Committee that ensures that all of their land that they are conserving remains compliant. If you have concerns about that under your conditions I would just ask that you say conditioned on CLC compliance. You do not have the level of expertise that that is going to require to interpret and enforce their covenants. If you have concerns about that you can speak to them directly and you can make it a condition of the permit.

Councilwoman Hadley – This afternoon I felt like I needed some more information. I wanted to hear what everyone had to say that came out regarding the pros and cons and the objections. I will be honest with to you, I think this is a lot more complicated and I personally need to have time to gather more information. I would like to recess the public hearing and consideration of this item until November to gather more information.

Attorney Fox – One of the things that I heard may provide an opportunity for staff to work with Nancy on any reasonable conditions and modifications to the request that may be helpful to the Council as well.

Councilwoman Hadley made a motion to recess the public hearing and move consideration of this item until their November meeting.

Councilwoman Harrison – I would like to personally talk to the CLC. If they are part of the application it would have helped if they were here. As time went on I got more confused. I also would like to see the plat where you plan on putting things so I could have a better understanding.

Councilmember Thomisser – With all due respect I for one have enough information to vote this up or down this evening.

Councilwoman Hadley – I would also like for staff to work with the applicant in reviewing conditions and appropriate revisions to the site plan in light of the discussion tonight.

The vote on the motion is as follows:

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

Council took a brief recess.

B. Consideration of Anderson Agritourism Conditional Zoning Permit. This item was deferred until November.

Town Planner Cook requested that the Council move the item to review the Final Plat for Lake Forest Preserve, Phase 3B up on the agenda. Mayor Pro Tem Barry moved to amend the agenda as requested. All were in favor, with votes recorded as follows:

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

Item No. 9. New Business.

A. Review and Consideration - Lake Forest Preserve Phase 3B Final Plat. The Town Council received the following memo from Town Planner Cook:

Orleans Homebuilders submitted an application on June 21, 2013 for approval of the Final Plat of Phase 3B in the Lake Forest Preserve subdivision located on Weddington Road.

Project Information:

The Lake Forest Preserve Subdivision is an approved 211 lot subdivision on 260.61 acres. The subdivision is located at the intersection of Weddington Road (NC 84) and Cox Road. Lake Forest Preserve is being developed by Orleans Homebuilders as an R-CD conservation subdivision.

Phase 3B is comprised of 13 lots (tax parcel 06-099-009) and was given Preliminary Plat approval on May 9, 2005. The original deadline to submit the Final Plat was May 9, 2007. However, the Permit Extension Act of 2009 and 2010 essentially “froze time” from 2007 to 2010 giving Orleans Homebuilders until May 9, 2013 to submit their Final Plat(s). The submitted Final Plat for Phase 3B is identical to the approved Preliminary Plat showing Phase 3B.

Phase 3B Information:

- Phase 3B is 13 lots and 7.533 acres.
- Phase 3B is not required open space on its own. The Lake Forest Subdivision has provided 138.81 acres of conservation land in accordance with *Section 58-58 (4) of the Weddington Zoning Ordinance*.
- Development standards are as follows:
 - Minimum lot size- 12,000 sq. feet
 - Minimum lot width- 80 feet
 - Minimum front yard setback- 20 feet
 - Minimum rear yard setback – 30 feet
 - Minimum side yard setback – 15 foot separation of structures
- Lots 54 and 58 are the smallest lot within Phase 3B at 17,903 square feet.
- All adjacent parcels either owned or maintained by Lake Forest Preserve Homeowners Association.
- Water and sewer services are to be provided by Union County Public Works (approvals on file).
- A copy of the approved Declared Covenants, Conditions and Restrictions (CCR’s) for Lake Forest Preserve are on file at Town Hall. Those CCR’s address ownership and maintenance of all conservation lands and have been approved by the Town Attorney.
- US Infrastructure has previously reviewed and approved the Preliminary Plat.
- All roads are built to NCDOT standards (final layer of asphalt to be added after construction). Road names and addresses have been approved by Union County E911.
- All NCDENR, NCDOT and Union County approvals and permits are on file with the Town. These approvals were required during the Preliminary Plat process.
- At their August 26th meeting, the Planning Board gave the Phase 3B Final Plat a unanimous favorable recommendation.

The Lake Forest Preserve Phase 3B Final Plat has been found to be in general compliance with the Town of Weddington Zoning and Subdivision Ordinances with the following exceptions:

1. Performance and Maintenance Bonds to be approved the Town Council (USI and Union County currently reviewing the bond estimates).

The Town Council also received the following information:

- Application for Submittal of the Subdivision Final Plat
- Approval Preliminary Plat
- Phase 3B, Map 1 Plat

Town Planner Cook – The person that is reviewing the Union County bond information is out of the office until Monday and I do not have that information. We would have to bring that bond amount back to the Town Council. They have it and there are no issues with it. All the Council needs to approve tonight is the one that our engineer looked over which is the road bond and stormwater bond of \$111,840.23.

Attorney Fox – If we approve the final plat should Council not condition that upon both the maintenance and performance bonds requirement being satisfied?

Town Planner Cook – We could do that so they would not have to bring it back.

Attorney Fox – I just do not want an inference of approval to occur before we have gotten the bond issues resolved.

Mayor Davidson – What is wrong with inference of approval?

Attorney Fox – I do not think the developer would take that vote of approval of the final plat as not requiring it to satisfy the bond that is not before the Town Council. What you are doing is in lieu of making the final improvements they are putting bonds up and I want to make sure that the Town has the money in case they fail to perform their improvements.

Mr. Alan Kerley - My question is could we have approval subject to the bonds? We can't record the plat without the signatures of the Town, County and NCDOT anyway. We are just asking for approval for the plat so we can continue forward with the bonds knowing that we cannot ask for final signatures for the plat to be recorded until the bonds are in fact approved by Attorney Fox and Union County.

Attorney Fox – Has USI given us the amount?

Town Planner Cook – USI has given us an amount. Union County has not approved the amount. Union County typically provides a letter for water and sewer. Union County's bond person is out this week so we are not getting anything back. The amount for performance for USI is \$111,840.23.

Attorney Fox – Why don't we say if the Council wants to move forward with it subject to a performance bond in the amount of \$111,840.23 and a maintenance bond not less than the amount that has previously been submitted to the County?

Councilwoman Hadley – I asked Jordan if he had made a condition regarding the hydrants.

Mr. Kerley - That is part of the approvals that the hydrants have to be in place.

Councilwoman Hadley – I understand in place but I would like to request that if any are buried during the final grading that you will be responsible for putting in any type of riser on it.

Mr. Kerley - That is fine, that is part of Union County Public Work's approvals. We will do that.

Mayor Pro Tem Barry moved to approve the Final Plat for Lake Forest Preserve Phase 3B with the conditions on the bonds and the hydrants. All were in favor, with votes recorded as follows:

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

Item No. 10. Public Hearings and Consideration of Public Hearings.

A. Public Hearing to Review and Consider an Interlocal Agreement and Fire Suppression Agreement with Providence VFD. Mayor Davidson opened the public hearing. The Town Council received a copy of the Interlocal Agreement and Fire Suppression Agreement.

Attorney Fox – What is before you is a public hearing on an Interlocal Agreement and a Fire Suppression Agreement with Providence VFD. The Interlocal Agreement provides for the sale and exchange of title to the property of the Providence VFD consisting of approximately 1.2 acres of land, an 8,329 SF fire station and a

1,500 SF metal building located on the rear of the property. Providence would transfer to the Town in exchange for the aggregate of \$220,000 as earnest money which is an appropriation that has been made by the Town to Providence in addition to a construction loan of \$800,000 that was made between Providence and BB&T plus approved interest and the sale or purchase price being those earnest monies and the loan amount and in addition any costs incurred by Providence VFD for engineering, architectural or other professional services. The total amount is not to exceed \$1,000,000 with the remainder of the purchase price being the \$1,000,000 less the \$220,000 or \$780,000 to be paid by the Town to Providence within 10 days of closing. Closing has been tweaked a little bit based on the document that is in your package. Leslie wanted that to be 15 days following written notification to the Town for the issuance of a Certificate of Occupancy. The closing is to occur within those 15 days once the renovations have been completed to the front building, the rear building renovations which are complete and the front building which the loan will apply to. They are anticipating that those renovations which began on August 19 would be completed no later than February 28, 2014. Upon the property closing Providence commits under the agreement to provide to the Town surveys of property, balance sheets, and warranties as it relates to work that has been performed on the buildings, insurance and title insurance. The property would be transferred to the Town fee simple free of liens. The Town has undertaken already a Phase 1 on the land to determine whether or not there are any environmental conditions that exist on the property. I have been told by Amy that the Phase 1 has been received and Phase 1 indicates that there is not a need for Phase 2. At closing Providence will provide to the Town a warranty deed. There is some question regarding some recent communication that I received from the fire department today on whether or not it is a special warranty or general warranty deed. We have asked for a general warranty deed which as I recall warrants against everybody in the chain of title not just what they hold right now. They want to consider a special warranty deed. That is not our recommendation. In addition, at closing Providence will pay all their deed preparation costs and recording costs and will pay its own attorney fees. We will cover our own costs. There are some warranties that are contained in the department that are fairly sensitive. There has been a request that we limit those warranties until closing and that they expire at closing. That is not something that I would recommend at this point. I believe that they should continue because they are warranties for things like authorization for Providence VFD to enter into an agreement, appropriate board action warranties as it relates to titles to the property and warranties for the property from due diligence to the date of closing that there has been no actions on the property that would otherwise change the condition of the property that the Town sought to enter into at the time this agreement is entered into. There was some discussion with regards to termination and remedies if there was a default by the Town. The agreement provides that the earnest money that was appropriated to Providence would serve as liquidated damages and that would be the only recourse that Providence would have. That is if we the Town default on any conditions and fail to go forward with the transaction. That is what the limitation of our damages should be. If they were to default on their obligations of the agreement we would be limited to monetary damages including those costs of beginning to perform and any costs incurred by the Town in doing so. There was some discussion by Providence with regards to that. They have begun to perform by entering into the loan with BB&T to affect the renovations to the two buildings that exist on the property. A benefit that was recognized by the Town in that it provides for Providence to meet code requirements and that if there was a default and the Town walked away from the agreement there was language in the agreement that the Town would recognize the construction loan and will begin a process or a plan with Providence to service that debt. That is on Page 12 of the agreement in Section 15 that I wanted to make the Council aware of. There is an indemnification provision where Providence does agree to indemnify the Town if there was some damage to the facility prior to closing. That is a high level overview of the Interlocal Agreement.

Mayor Pro Tem Barry – Would you explain the difference between a special warranty deed and a general warranty deed?

Attorney Fox – It really is a limitation of how much of the title you are insuring. The general warranty warrants the title to the property and chain of the title to everybody that has been in the chain. A special warranty limits from the time I believe that you have owned the property. We are going to do a title search on the property anyway. That is what they are offering to do. The general practice is a general warranty deed. Let me find if I can real quickly the additional comments that they have raised that we will want to address for consideration. Section 6A – The Town should be responsible for repairs to property to its condition before its inspections. We

have a right to go on and perform inspections before closing and they are saying if there are any damages that we should be responsible to repair it to its original condition.

Mayor Pro Tem Barry – If we own it and break the door down to get in it we have to repair the door.

Attorney Fox – This is an acquisition 100% fee simple ownership by the Town but we also are going to then cede possession back to them through a lease instrument that is not a part of this yet that you will see. We have an interest in protecting our leasehold interest as well. That is one issue that they have raised. I just got this at the meeting. The second issue is if the Town does not give notice of termination that the Town should be deemed to have accepted the property in its present condition subject only to changes between the end of the inspection period and the closing date. That is under 6 C. That is during the due diligence period. We have a due diligence period and they are saying if we do not give the proper notice then we should be deemed to have accepted it in that condition. The next change is the language in 7A - a proration of the purchase price. They are thinking that should perhaps apply to taxes or utilities. I have to look at that. Essentially though I think that is if we determined some deficiencies and whether or not we want to go forward with it but we want the ability to have that reflected in a reduced purchase price perhaps. The next one is Section 8 regarding title should provide for unless the Town terminates or gives notice of a title issue is presumed to accept the title in its present condition. This is language that allows the Town to cure any defect cause of doing so from the purchase price is unacceptable. That is a question. From their perspective they are probably looking at that they need the purchase price because of the debt to recover and make them whole on the renovations and improvements that have already been made to the property. You have a volunteer fire department that is under a contract to help provide fire services to the Town that is making improvements to their facilities to allow them to make those services to the Town. They have incurred costs for those improvements and they are looking at a vehicle by which they can fund those improvements but they have already gone out on a limb to make through this construction loan. If we diminish the amount of the reimbursable or the amount that they have received then we have created exposure on their part for construction costs and whether or not they have funds to provide for those improvements or not is up to you guys to make a decision. That is why it creates some difficulty in a traditional acquisition because you were not to get to a point where you wanted to walk away from the transaction they have already begun to perform and incur some debt that some would say may incur to the benefit of the Town anyway through enhanced fire services through this provider. The next one is the issue of the special warranty deed and we have talked about that. There is a host of warranties there and they are concerned about that language and have proposed alternative language that they would hope to limit the remedy of the Town as it relates to that. That is something that we have to explore. Some of these concerns require a little bit of going back and forth to get agreement on. This sort of captures the remaining issues. There is the last one of who is the author of the agreement which is common in these types of agreement that no one will be deemed to be the author such as the presumption does not work against the author of the agreement. It just says that we are both the authors and they want us to be deemed the author of the agreement.

Mayor Pro Tem Barry – I know that you got correspondence from the other party today. I am trying to weed through what is going to be the process. We are going to have a public hearing on the document as we have it and then we have some type of reconciliation action later. What is your recommendation?

Attorney Fox – I think you go ahead with the public hearing on the document that you have. There can be changes to the document as long as they are not substantial material changes. What I see as being presented here with the seven proposed changes are not material changes. They do not affect price, terms, they don't affect the burden that the Town would incur by going forward with the agreement.

Mayor Davidson – Anthony, have you been talking directly with Providence VFD?

Attorney Fox – I have had several meetings with representatives of the Providence VFD across the table to go back and forth regarding the agreement directly and then I have forwarded the document and it has been circulated to Providence VFD through Councilwoman Hadley.

Attorney Fox – The Fire Suppression Agreement is an agreement that will be exclusive to Providence VFD. You have other fire suppression agreements with two other providers for fire coverage within the municipality. This agreement unlike the other two and unlike the previous one that currently exists between the Town and Providence would differ in a couple of ways – one primarily this agreement would move it from a one-year agreement to a 10-year agreement with one option to renew. It had originally provided two options to renew for a five-year period but it has been changed to one option to renew for a five year period. The current agreement would provide for a compensation section. The amount of compensation under this agreement would provide that the first year amount would be the current amount that has been budgeted to Providence and that amount is \$48,318.75. Under the compensation it would provide on an ongoing basis by April of the preceding fiscal year that Providence would submit to the Town a budget request and that request would be dealt with during the Town’s budgeting process. The future monthly allocation to Providence would be determined as a part of your annual budget process and then you would notify them 30 days before the public hearing of what the recommended budget amount would be. The actual budget amount would be set by the annual budget on June 30 by the Town. It does provide that throughout this agreement that the departments, its units and personnel will routinely be dispatched by the Union County Communications Center to all structure related fire emergencies in the Town as defined by the Office of State Fire Marshal and in addition the department shall be dispatched to all non structure related fire emergencies within its defined primary territory. The modification of the agreement is subject to the mutual agreement of both parties but however the agreement recognizes that fire services often times are unpredictable and therefore the current language would provide that any requests for a Council initiated change in the delivery of fire services by the Town should not be unreasonably withheld provided that the Town agrees to cover any incremental costs associated with the Town’s request. There is some request to revisit that language. I think that is the only modification that relates to the agreement. There is an agreement by the department to maintain comprehensive liability of \$1 million as well as automobile liability insurance for \$1 million for the term of the agreement. The term of the agreement is 10 years and to expire with one additional 5-year period. There is some question about termination from the Town for any reason other than cause of mutual agreement between the parties of this agreement and the department would like if there is a Town initiated termination not for cause that the liquidated damages would be \$1 million. The Interlocal Agreement would as you recall provide for the earnest money which is the \$220,000 to serve as the liquidated damages. The amounts are different. That is a policy decision for the Council to make if they want to go forward with this agreement. If the Council were to move forward with this those changes that the Council could weigh in on and direct staff to finalize the agreements subject to some flexibility with regards to these points that need to be finalized. I do think though with regards to the Fire Suppression Agreement Council needs to weigh in on the amount of the liquidated damages as it relates to that agreement but could direct staff to work along side with one member of the Council to finalize this.

Mr. Scott Robinson – I am a resident of Providence Woods for about 10 years. As Providence Volunteer Fire Department board vice-president, I am presenting the following on behalf of the department since our president is out of town. PVFD has been serving the citizens of this area since 1954. The department’s sole reason for existing is to provide essential emergency services to the community. That is what PVFD wants to do—continue to protect Weddington’s residents and their property. The fire station on Hemby Road was built in 1985 when Weddington had about 3,000 residents. It was designed for a volunteer fire department and not to house on site staff overnight. As the Town has grown the need for higher emergency service levels has evolved. In late 2009 the Town requested and funded around the clock on site staffing at Providence. Soon after that the County informed the department that having fire fighters sleeping in the building was out of compliance with fire code and that the situation needed to be resolved. The renovations now taking place will address the requirements and provide a safe place for the fire fighters to stay while standing ready to serve Weddington. The total cost of the renovations to the two buildings at PVFD is budgeted at about \$830,000 with contingency. The department asked the Town to provide funding for these renovations to be able to continue legally to provide 24 X 7 X 365 staffed service. The department did not ask to sell its real property to the Town. The Town indicated that it would like to obtain ownership of the property as part of the transaction and offered approximately \$1,000,000 to PVFD for property that appraisers have said will be valued at over \$1,600,000 after the renovations are complete. Most of the proceeds to Providence will pay for the renovations of property which the Town will then own. Depending on final costs, the department will receive around \$175,000 net to

add to its reserve fund. The department will invest the reserve funds in enhanced service to the Town when needed. For example, this year the department has already spent \$100,000 out of its limited, existing reserves to acquire and outfit a third used engine to provide additional protection to Weddington. Providence VFD is willing to sell its real property to the Town at far less than fair market value in the interest of continuing its partnership with Weddington and having a facility that will allow it to effectively perform its duties. In exchange the department is asking the Town to make a long term commitment to PVFD. This win-win arrangement will provide Weddington's residents with stable, high quality emergency services on a continuing basis. If Providence fails to perform, the Town can fire the department per the contract. Providence is asking for significant protection in the contract in the event that a future Council would terminate the relationship for a reason other than failure to perform. If this happened the department would effectively cease to exist as an operating fire department. The payment from the Town to PVFD could be used to set up a foundation, scholarship fund, or similar charity that could tie directly to enhancing fire service delivery and education. PVFD appreciates its partnership with Weddington and looks forward to continuing to serve the Town for many years to come. Thank you.

Ms. Judy Johnston – I live in Providence Woods South and am Secretary on the Board of Directors for the Providence VFD. Scott has done a great job in highlighting some of the facts as the Board sees it. I want to encourage Council to approve these agreements and really what we are agreeing to here is an investment in public safety going forward that Weddington is making to the residents and a show of confidence really to the service model the 24/7- 365 days a year in-house staffed service and operations model that Providence provides. I encourage you to make that vote and consider this relationship. We want to work together.

With there being no further comments or questions, Mayor Davidson closed the public hearing.

B. Consideration of an Interlocal Agreement and Fire Suppression Agreement with Providence VFD.

Mayor Pro Tem Barry moved to split the consideration of the two items. All were in favor, with votes recorded as follows:

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

Councilwoman Hadley moved to accept the Interlocal Agreement as modified with Attorney Fox's comments with the authority for staff to work out some minor issues raised by Providence VFD.

Mayor Pro Tem Barry – I would like to get some advice from Council on how best to deal with any amendments that may need to be made to this document based on the email that you received today from the Providence VFD. Do we accept this and vote up and down? I am trying to make sure that we see the final document.

Councilwoman Harrison - Wouldn't we just need to amend that motion to have staff work on with Providence VFD to come up with another document that then is given to us?

Councilwoman Hadley – To be approved at the October Meeting or to give permission to approve with the changes?

Mayor Pro Tem Barry – We want them to have the ability to get through the details but I want to see the final product.

Finance Officer Gaylord – I think if you have an agreement by October you would be fine for the application to the LGC because we are not going to submit that until November 1 at the earliest. We can still proceed with investigating the financing without the document being finalized because we are not signing any contracts on the financing or submitting the application on the financing until this document is finalized.

Councilwoman Hadley – So we can make a motion to accept as presented with amendments to be approved at the October Town Council Meeting?

Attorney Fox – I think you are saying that you are modifying the motion that you previously made to authorize proceeding with the Interlocal Agreement and direct staff to negotiate with Providence VFD on issues raised and to have a final document to be on the October Town Council Agenda.

Mayor Davidson – You think there does not need to be a public hearing on the new document because you do not think it is material.

Attorney Fox – I really disclosed to the public in the meeting what the changes are and the scope of the changes. If there are new changes that are outside that then that would be something different. That is what I am basing it on right now – what I have received today, the document I presented and these requested modifications.

Mayor Pro Tem Barry – The motion is to accept this and we will approve it at the next meeting.

Mayor Davidson – Have we ever done that before?

Attorney Fox – We just did it with the approval of the bonds being submitted for the subdivision.

Finance Officer Gaylord – I think you have approved contracts before and have them come back to you for final approval.

Attorney Fox – You are directing staff to go and finalize these negotiable points based on the document that has been presented to you tonight.

Councilwoman Hadley accepted the amendments and the vote on the motion is as follows:

All were in favor with the motion, with votes recorded as follows:

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

Mayor Pro Tem Barry moved to approve the Fire Suppression Agreement with the following amendments to the original document:

- Page 2, Item 3 – Change the requirement to provide budget information prior to the retreat
- Put in amount of \$48,318.75
- Fill in the blank on Page 4 not to exceed \$500,000.

Attorney Fox – Is the \$220,000 which is earnest money to be a component of the \$500,000? We are using the appropriation of credit.

Mayor Pro Tem Barry – In the agreement it says if terminated by the Town for reason we agree to pay. If the fire department terminates its agreement with us and they say they are out and we are scrambling to replace that there is no fault damages to them. My question is that the intent? If we are paying a penalty to get out shouldn't they pay a penalty to get out?

Councilwoman Hadley – With our money?

Attorney Fox – We do have the ability in the next paragraph down if the department should terminate this agreement for reason other than cause. *This section was not audible.*

Councilwoman Hadley – So the department would be entitled to \$500,000 and I would like to have a friendly amendment to \$750,000.

Mayor Pro Tem Barry – I would like to keep as I have it.

Councilwoman Hadley made a substitute motion to increase the liquidated damages from \$500,000 to \$750,000.

The vote is as follows:

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

The vote on Mayor Pro Tem Barry’s motion to approve the agreement with the changes including the increase to \$750,000 is as follows:

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

C. Public Hearing Regarding an Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property. Mayor Davidson opened the public hearing. The Town Council received the following information:

- Timeline for LGC Loan Application
- Weddington Installment Purchase Application
- Providence VFD Loan Analysis
- 5-Year Fund Balance Projections (FY2014-2018)

Finance Officer Gaylord – In light of you deciding that we are going to try to purchase the fire department and its real property we need to pay for it. If we want to finance it, because of the dollar amount and term that we are looking at financing we would be required to receive LGC approval. I prepared a timeline for doing that. The LGC requires a public hearing to proceed with doing any financing. What I would like to do as part of that hearing is to set dollar limits on how much we would finance and a term that we would be willing to do. I have prepared a preliminary fund balance projection for you. You will see we do not have enough in our fund balance to pay the whole thing off without doing some type of tax increase or revaluation to bring in more revenue. We do not have to commit to doing it; we just have to say how much that rate increase would be in order to do it. I would say 1 to 2 cents maximum at this point. Part of the reason that we are getting into that is based on projections of \$100,000 each year that you are appropriating for capital improvements is bringing that fund balance down in addition to the spending levels that we are doing. We would probably have to do that anyway at some point. We need to tell the LGC what that plan would be. Right now if we were to do it today we could get a rate of 2.49% by the time we close. I prepared you a 2.5% amortization schedule or a worst case scenario - a 4% schedule. At 2.5% on a 10-year term the interest would be \$100,000, at 4% - it would go up to \$161,000. If we want to close in December or early January so we would have to submit to the LGC by November 1. We have a window. We have to get requests from the bank to propose and tell us what they would offer us in terms and rates. They can only lock in for 60 days. We do not want to send out too early because we would lose the rate lock and we would have to redo it. We want to wait until we know when that loan is going to be needed. That is why we are looking at November 1 or December 1 depending on when the loan is going to close. The timing is driven by that and when the construction is going to be done. Tonight I need your approval to go forward with looking into the financing with terms and the maximum amount you want to do as well as the authority in the near future to send out the request for proposals to the banks. Next month or later depending on the timing you would need to pass a resolution. We can do that next month. That would be more appropriate when the agreement is finalized anyway.

Councilwoman Hadley – We need to determine the maximum amount and maximum term.

Finance Officer Gaylord – We were looking at \$750,000 and not to exceed 10 years.

Attorney Fox – Why would it not be 780,000?

Finance Officer Gaylord - I figured for loan purposes we would do an initial cash outlay of \$250,000 – \$220,000 out of what we have already appropriated and \$30,000 more out of this current fiscal year and finance \$750,000.

Councilwoman Hadley – And depending on if we do not get the good rate then we could always drop that amount.

Finance Officer Gaylord – Yes, we could use more out of fund balance. I need from Council that you are authorizing doing a loan.

Councilwoman Hadley – I think that \$750,000 at 10 years is a good starting point.

Mayor Davidson closed the public hearing.

D. Consideration of Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property. Councilwoman Hadley moved to approve to proceed in the financing of the purchase of the Providence VFD building and property as detailed in the Interlocal Agreement with a term not to exceed 10 years, appoint Finance Officer Leslie Gaylord, Councilwoman Pamela Hadley and Attorney Fox as authorized representatives for the Town and to direct Town Staff to request proposals from banks for the financing of the project not to exceed \$750,000.

Mayor Pro Tem Barry – By appointing you does that mean you are going to execute the loan agreement?

Finance Officer Gaylord – No.

Mayor Pro Tem Barry – We need to appoint someone because according to my regulators I cannot sign a borrowing agreement for the Town.

Finance Officer Gaylord – I am thinking of this as an application to the LGC which I would sign.

Mayor Pro Tem Barry – We are also talking about who would execute the financing and if we need to clear that hurdle as well.

Attorney Fox – Do you need to make a decision tonight?

Finance Officer Gaylord - That would be part of the final loan agreement.

All were in favor with the motion, with votes recorded as follows:

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

Mayor Davidson – I am going to leave now. Those two last items were completely ridiculous and you all understand why.

Councilwoman Harrison - Thank you and have a good evening.

Mayor Davidson left at 10:18; therefore Mayor Pro Tem Barry presided over the remainder of the meeting.

Item No. 11. Old Business. There was no Old Business.

Item No. 12. New Business.

A. Call for Public Hearing to Review and Consider – Union County Elevated Water Storage Tank Conditional Zoning Permit (Public Hearing to be held October 14, 2013 at 7:00 p.m. – Meeting Location to be Determined).

The Town Council received the Conditional Zoning Application dated July 19, 2013. Councilwoman Harrison moved to call for the public hearing to review and consider the Union County Elevated Water Storage Tank. The public hearing is to be held October 14, 2013 at 7:00 p.m.

Town Planner Cook advised that Weddington UMC is supposed to let the Town know if we can use Helms Hall for the hearing.

Mayor Pro Tem Barry – Is this room not sufficient? I have no interest in spending any more money.

Councilmember Thomisser – I feel very comfortable with having the hearing right here in this Town Hall.

Mayor Pro Tem Barry – I do anticipate participation relatively high. Is it desire of this Council to find another location?

Councilwoman Harrison – It is for me. I want to be respectful to our residents. We ask people to turn out for a public hearing we should at least have the ability for them to sit someplace and not out on the porch.

Council preferred to hold the hearing at the Helms Hall but would authorize Amy to find a suitable location.

The vote on the motion is as follows:

All were in favor with the motion, with votes recorded as follows:

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

B. Review and Consideration - Bromley Map 7 Final Plat. The Town Council received the following memo from Town Planner Cook:

Toll NC 11, LC submitted an application on August 16, 2013 for approval of the Final Plat of Map 7 in the Bromley subdivision located off of Hemby Road.

Project Information:

The Bromley subdivision is an approved 120 lot subdivision on 151.60 acres. The subdivision is located on Hemby Road. Bromley is being developed by Toll Brothers as a Conventional subdivision.

Map 7 is comprised of 25 lots on parcel 06-147-007. Map 7 was given Preliminary Plat approval on January 10, 2006.

The original deadline to submit the Final Plat was January 10, 2008. However, the Permit Extension Act of 2009 and 2010 essentially “froze time” from 2007 to 2010 giving Toll Brothers until January 10, 2014 to submit their Final Plat(s). The submitted Final Plat for Map 7 is similar to the approved Map 7 Preliminary Plat. The approved Preliminary Plat has been included in your packet.

Map 7 Information:

- Map 7 is 25 lots and 28.639 acres.
- Map 7 is not required open space on its own. The Bromley subdivision has provided 15.84 acres or 10.5% open space in accordance with the *Weddington Zoning Ordinance*.

- Development standards are as follows:
 - Minimum lot size- 40,000 sq. feet
 - Minimum lot width- 120 feet
 - Minimum front yard setback- 50 feet
 - Minimum rear yard setback – 40 feet
 - Minimum side yard setback – 15 feet
 - Minimum corner side yard setback – 25 feet
- Lots 23, 59, 60, 69 and 73 are the smallest lots within Map 7 at 40,000 square feet.
- Water and sewer services are provided by Union County Public Works (approvals on file).
- A copy of the approved Declared Covenants, Conditions and Restrictions (CCR's) for Bromley are on file at Town Hall.
- US Infrastructure has previously reviewed and approved the Preliminary Plat.
- All roads are built to NCDOT standards (final 1" layer of asphalt to be added after construction). Road names and addresses have been approved by Union County E911.
- All NCDENR, NCDOT and Union County approvals and permits are on file with the Town. These approvals were required during the Preliminary Plat process.
- At their August 26th meeting, the Planning Board gave the Map 7 Final Plat a unanimous favorable recommendation.

The Bromley Map 7 Final Plat has been found to be in general compliance with the Town of Weddington Zoning and Subdivision Ordinances with the following conditions:

1. Performance and Maintenance Bonds to be approved the Town Council (USI and Union County currently reviewing the bond estimates).
2. Each remaining lot to be recorded in the Bromley subdivision shall include on its Deed a statement that Fernhurst Terrace and Pondmeade Lane are private and not the responsibility of the Town of Weddington and shall be maintained by the Bromley Homeowners Association or its Developer;

The Town Council also received the following information:

- Application for Submittal of the Subdivision Final Plat
- Approval Preliminary Plat
- Final Plat for Bromley, Map 7 (28.639 Acres)

Town Planner Cook – The performance bond amount is \$334,877.56. We have not received the maintenance bond amount for Union County. The last two conditions that we had on the last subdivision approval regarding the fire hydrants and the bond amount to be no less than what they have submitted to Union County should be conditions of approval.

Councilwoman Harrison moved to approve the Final Plat for Bromley, Map 7 with the conditions noted by Town Planner Cook. All were in favor with the motion, with votes recorded as follows:

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

C. Discussion and Consideration of Directing Staff and Planning Board to Develop Text Allowing Conservation Subdivisions as a Permitted Use Versus Conditional. Mayor Pro Tem Barry – I move that we deny this request.

Councilwoman Hadley – I think R-CD has its place and where it is perfectly preferable. I do not think it is preferable for the build out for the Town and I think if we make it a permitted use I think that is exactly what the rest of Weddington will be.

Mayor Pro Tem Barry – When I saw this I called Pam to talk about it and was reminded that we had an R-CD development where the entranceway was very problematic and had this been approved Council would not have been able to deal with that.

All were in favor with the motion, with votes recorded as follows:

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

NAYS: None

D. Review and Consideration of Recommendation from Public Safety Advisory Board Regarding Electronic Speed Signs. The Town Council received the following recommendation from the Public Safety Advisory Committee:

PUBLIC SAFETY ADVISORY COMMITTEE RECOMMENDATION

During their August 27, 2013 Meeting, the Public Safety Advisory Committee recommended that the Town Council approve the purchase of two solar powered speed limit signs to include data capability at a cost not to exceed \$3,500 each. These units could be placed throughout the Town and would help free up the radar trailer to be used more frequently in subdivisions.

The pricing is as follows:

Safety in a Box:	\$4,500 plus shipping
TC-500A AC powered radar sign:	\$2,900 plus shipping
TC-500S solar powered radar sign:	\$3,800 plus shipping
TC-500B battery powered radar sign:	\$3,200 plus shipping
Data:	\$300

The Town Council also received product sheets and specifications regarding the proposed electronic speed signs.

Councilwoman Hadley - Barbara had requested that the Public Safety Advisory Committee look into radar signs. The Committee suggested getting one that you could move around. I talked with Captain Luke and the radar guns have been purchased. Our deputies have completed their training to use them and they are waiting for their certification for that. The Committee recommended that the Town purchase two of the solar powered radar signs including the data package.

Councilwoman Harrison - I think it would add value. I received four phone calls regarding the roundabout today and they talked about they are concerned that no one is yielding. This would be portable and would show how fast someone is going. Also no one goes 35 mph on Providence Road. The trailer requires that you connect to electricity so I have to ask a homeowner to do that. This is solar powered so I can have it come in and have that up as long as we need and have the data to show what people are doing. I understand that it is not in our budget but from a public issue it should be a priority.

Councilmember Thomisser – Ninety seven percent of the residents of Weddington said in the survey that public safety is their #1 concern and I do not think there is a finer way to spend taxpayer money than for public safety. I do not have a problem with this at all. I think we can address the roundabout at a later date. I think the people do not understand who yields. I think it is a question of education.

Mayor Pro Tem Barry – Leslie, can you find \$7,000?

Councilwoman Hadley – Since there is some concern about the budget I would recommend purchasing one sign at this time and I will try to work out within my maintenance budget to purchase so it will not affect the budget.

Councilwoman Hadley made a motion to purchase one solar powered speed limit sign to include the data component.

All were in favor with the motion, with votes recorded as follows:

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

E. Review and Consideration of Contracts Related to Town Hall Maintenance (Floors). Councilwoman Hadley discussed the quotes that she has received and advised that she had a difficult time getting comparable quotes. Councilwoman Hadley recommended the work be done by Cape Construction in the amount of \$8,940.20 subject to review by the Town Attorney. She stated, “The floor finisher has restored floors in historic buildings in Charleston. He has actually got a manufacturer that you have to provide proof that you are using on historical building to get a specific finish. I have a lot of confidence in him to be able to do a turn key job with working with 100-year old floors.”

Councilwoman Hadley made a motion to allow Cape Construction to do the work in the amount stated subject to review by the Town Attorney.

All were in favor with the motion, with votes recorded as follows:

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

F. Discussion and Consideration of Requiring All Board Members Appointed by Town Council Covered Under Freedom of Information and Public Information Requests to be Required to Maintain and Use Town Email Addresses to Provide for the Collection and Maintenance of Work Product and Correspondence for the Town. Mayor Pro Tem Barry – This came as a result of our conversion to VC3 and public records requests that we have received and that Public Safety and the Planning Board are also compelled to deliver that information and this streamlines that process and grabs all that data as those folks turn over.

Councilwoman Harrison – I do use my personal email a lot when I am reaching out regarding the festival. Am I going to be required to use my Town email address for that?

Mayor Pro Tem Barry – If someone sends Amy a request that they want all correspondence regarding the festival, it does not matter what account is used you are compelled to deliver that.

Councilwoman Harrison – Are you saying by doing this that I can only use my Town email address?

Mayor Pro Tem Barry – In this case we are talking about the appointed boards. You should be using your Town email address to conduct all business because there is a permanent record and if five years from now you are gone and we receive a public information request for correspondence Amy has no record of that from your email address.

Attorney Fox – It also subjects your personal information to be sifted through.

All were in favor with the motion, with votes recorded as follows:

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

G. Discussion and Consideration of Requiring All Broadcast Emails to Citizens (to Include All Committees and Boards) be Delivered Through the Town's Email Server. Mayor Pro Tem Barry – I have had a number of calls because there are emails blasted around from folks and there are questions as to whether it is really Town stuff or something else and I felt like we needed to consolidate that. All of those email addresses are public record anyway. If you send out anything to the citizens it would need to come out through our constant contact.

Attorney Fox – What are you doing as a violation?

Mayor Pro Tem Barry – If it doesn't come out with the official Weddington banner on it, it is not an official communication from the Town.

The vote on the motion is as follows:

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

Item No. 13. Update from Town Planner. The Town Council received the following update memo from Town Planner Cook:

- 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 were 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 was on the August 26th Planning Board agenda and will be on the October 14th Town Council agenda for Public Hearing and Consideration.
- The Highclere Conservation Subdivision submitted their Preliminary Plat on Friday, August 23rd. The plan will be on the September 23rd Planning Board agenda.
- Todd and Jessica Alexander submitted a CZ Application for a Wedding/Banquet Facility located at 7112 New Town Road. Public involvement meetings are scheduled for Monday, September 16th on-site from 10:00am-12:00 noon and Wednesday, September 18th at Town Hall from 4:00-6:00pm. This plan will be on the September 23rd Planning Board agenda.
- The following items were on the August 26th Planning Board agenda:
 - Lake Forest Preserve Phase 3B Final Plat—Unanimous Favorable Recommendation
 - Bromley Map 7 Final Plat—Unanimous Favorable Recommendation
 - Union County Elevated Water Storage Tower CZ Application—4-3 Favorable Recommendation
 - Conservation Subdivision Discussion
- The following items will be on the September 23rd Planning Board agenda:
 - Highclere Preliminary Plat
 - Height Exemption Text Amendment
 - TUP Text Amendment
 - CUP Text Amendment regarding PRD's

Item No. 14. Update from Town Administrator. The Town Council received the following update memo from Town Administrator Amy McCollum:

- We have scheduled training for the Board of Adjustment to update them on changes that occurred through House Bill 276 (An Act to Clarify and Modernize Statutes Regarding Zoning Boards of Adjustment). Board of Adjustment Attorney Bill Brown will be conducting this training on September 23, 2013 at 5:30 p.m. prior to Regular Planning Board Meeting.
- Terms due to expire in December: Planning Board (Janice Propst) and Public Safety Advisory Committee (Michael Smith, Michael Carver, Douglas Sabo, Council Seat and One Vacant Seat)

- I am in conversations with NCDOT regarding possible reimbursement from them on items that were damaged during the installation of the traffic circle.
- We are working with the consultant of the street lights to get the three lights that were vandalized replaced. A report with the Union County Sheriff's Office was completed as well.

Save the Date:

Weddington Country Festival – September 21, 2013
 Planning Board Meeting – September 23, 2013
 Litter Sweep – October 12, 2013 at 9:00 a.m.
 Tree Lighting – December 6, 2013

Item No. 15. Public Safety Report.

Weddington Deputies – 520 Calls

Providence VFD

Union Fire 33
 Union EMS 26
 Mecklenburg Fire 05
 Mecklenburg EMS 00
 Total Calls 64
 Training hours 459 hours

The Town Council also received the Income and Expense Budget Performance and Balance Sheet as of August 31, 2013.

Wesley Chapel VFD – 120 Calls

Item No. 16. 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 8/1/2013 to 8/31/2013.

B. Tax Collector's Report.

Monthly Report – August 2013

Transactions:	
Adjust Under \$5.00	\$(3.25)
Refund	\$50.00
Overpayment	\$(25.00)
Penalty and Interest Payments	\$(264.74)
Taxes Collected:	
2010	\$(857.67)
2011	\$(857.67)
2012	\$(2,187.65)
As of August 30, 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	\$1,754.13
2009	\$2,160.66
2010	\$2,170.59
2011	\$4,017.07
2012	\$12,825.67
Total Outstanding:	\$23,790.43

Item No. 17. Transportation Report. Councilwoman Harrison gave a brief update from the last MUMPO Meeting.

Item No. 18. Council Comments. Councilwoman Harrison - I am very disappointed that our Mayor left with the comments that he made. I understand if people have work or family obligations that they have to leave but we have a Mayor that never reached out to anybody to discuss the two applications for the fire department and to talk to us and because he does not like what we did he just walks out. I want that on the record. In two weeks, there is a festival and I hope that everyone attends.

Mayor Pro Tem Barry – Barbara, I want to echo your comments and point out for the record in the last year and a half or two the Mayor was very proactive in discussing the acquisition of the real property at the fire department and the disagreement seemed to be on the costs of the price; however, the environmental study that was required to be done was going to be required to be done whether we pay \$1 or \$5,000,000 for the building and he refused to sign the contract. This is the 3rd or 4th time. He would not sign the budget, motions and actions and official correspondence and frankly a minuscule environmental study. It is just indicative that he has moved on.

Item No. 19. Adjournment. Councilwoman Hadley moved to adjourn the September 9, 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 10:48 p.m.

Walker F. Davidson, Mayor

Amy S. McCollum, Town Clerk