

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 9, 2013 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104
AGENDA**

Prayer – Mayor Walker F. Davidson

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Public Comments
5. Additions, Deletions and/or Adoption of the Agenda
6. Approval of Minutes
 - A. August 19, 2013 Special Town Council Meeting
7. Consent Agenda
 - A. Consideration of Proclamation – Constitution Week
8. Public Hearings and Consideration of Public Hearings
 - A. Public Hearing to Review and Consider – Anderson Agritourism Conditional Zoning Permit
 - B. Consideration of Anderson Agritourism Conditional Zoning Permit
 - C. Public Hearing to Review and Consider an Interlocal Agreement and Fire Suppression Agreement with Providence VFD
 - D. Consideration of an Interlocal Agreement and Fire Suppression Agreement with Providence VFD
 - E. Public Hearing Regarding an Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property
 - F. Consideration of Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property
9. Old Business
10. 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)
 - B. Review and Consideration - Lake Forest Preserve Phase 3B Final Plat - Staff
 - C. Review and Consideration - Bromley Map 7 Final Plat - Staff
 - D. Discussion and Consideration of Directing Staff and Planning Board to Develop Text Allowing Conservation Subdivisions as a Permitted Use Versus Conditional - Staff
 - E. Review and Consideration of Recommendation from Public Safety Advisory Board Regarding Electronic Speed Signs – Councilwoman Hadley

- F. Review and Consideration of Contracts Related to Town Hall Maintenance (Floors) – Councilwoman Hadley
- G. 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
- H. 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

- 11. Update from Town Planner
- 12. Update from Town Administrator
- 13. Public Safety Report
- 14. Update from Finance Officer and Tax Collector
- 15. Transportation Report
- 16. Council Comments
- 17. Adjournment

**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
MONDAY, AUGUST 19, 2013 – 5:30 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on August 19, 2013, with Mayor Walker F. Davidson presiding.

Present: Mayor Walker F. Davidson, Councilmembers Werner Thomisser, Pamela Hadley and Barbara Harrison, Town Planner Jordan Cook and Town Administrator Amy McCollum

Absent: Mayor Pro Tem Daniel Barry

Visitors: Elizabeth Deal Propst, Richard Propst, Bill Price, Ciera Choate, Michael Cannizzo, Ted Horne, Susan Horne, Jan Taylor, Dennis Taylor, Ed Howie, Steve Wellock, Ken Garside, David Patterson, Lindsay Patterson, Jack Parks, Scot Robinson, Jane Duckwall, Brad Gebert, Mike Sealy, Jerry McKee, Don Titherington, Bill Deter, Anthony Burman and Harris Doulaveris

Item No. 1. Open the Meeting. Mayor Walker F. Davidson called the August 19, 2013 Special Town Council Meeting to order at 5:30 p.m. There was a quorum.

Item No. 2. Update from NCDOT Officials Regarding U-3467 (Rea Road Extension). Ms. Liz Kovasckitz, a consultant for Mulkey Engineers, gave the Council a brief synopsis of what has transpired since the Citizens Informational Workshop which was held on June 25. Ms. Kovasckitz advised that they were here at the request of the NCDOT Division Office to follow up on some items that were discussed at the workshop.

Mr. Louis Mitchell, NCDOT Division Engineer, stated, “We realize that this project is important to you. We did have a public workshop in the summer. It created a lot of questions. Previous Mayor Nancy Anderson reached out to people on our staff and said that we weren’t quite in sync with the vision that you had for the project. We felt that we needed to regroup and come back and give you a clearer picture of what the project entails, where it stands and the process that we must undergo to get it delivered. One key thing that has happened recently is the Governor introduced and passed legislation called the Strategic Mobility Formula. That piece of legislation will significantly effect how we do business moving forward. With that legislation there are some key dates for projects that were in our pipeline and a pretty clear designation of where our pipeline ends with our funding sources and then where we embark upon new funding sources.”

Mr. Mitchell introduced Marshall Edwards and Scott Cole also in attendance representing NCDOT.

Ms. Kovasckitz gave Council a copy of the handout that was presented at the workshop. She stated, “We did have a good turnout. We have gotten about a dozen written comments submitted at this point in time. We heard good feedback at the meeting. I felt like the overwhelming response was there was a clear desire to see the project take place although there were questions about the particulars and concerns from individuals having their property affected and points of clarification on the design aspects. The project is included in the draft 2013-2023 State Transportation Improvement Program as U-3467. It has part of its project limits within Wesley Chapel and part in the Town of Weddington. Altogether it is about 3.8 miles long. When we went to the workshop we did bring forward the preliminary alternatives. The purpose of this workshop was to get out and get early public involvement and feedback as the project development

process was getting initiated. We had taken two alternatives to the meeting. One was improving the existing which is pretty much a required study option as far as environmental agencies are concerned. We do coordinate closely with them throughout the project development process. The alternatives that were shown were some very preliminary generic corridor alignments that can be modified or shifted. The intent is to demonstrate that within this 600 foot wide corridor is the area in which a design would be located. The design itself would be much smaller than what the corridor limits were. It is a big study area. Right now we are doing environmental studies. We are finding what is out there on the ground currently and from that information we will further refine the alternatives and make some determinations and comparisons between the alternatives. Under the National Environmental Policy Act we have to determine what the impacts would be of the various alternatives and once the impacts are weighed and design issues are factored in and the benefits of the different alternatives are evaluated, then we would narrow down the alternatives and pick a preferred alternative. We are not there yet. We are still doing the studies and developing the alternatives. In the State Transportation Improvement Program this project is broken up into three phases – Phase A, B and C. Phase A constructs two lanes on four lanes of right-of-way and that phase runs from NC 16 to NC 84. Phase B constructs two additional lanes from NC 16 to NC 84. The initial right-of-way acquisition would be for the four lanes for that portion of that project. Two would be built first and then finally Phase C would be the widening of NC 84 where the new location would tie into Indian Trail-Waxhaw Road at the Wesley Chapel end of the project. Since the workshop, we have received additional information regarding the MUMPO alternatives that they looked at in the past. I have incorporated that into the mapping that was shown at the workshop. I have copies of that as well. What are you looking at on that map is the two alternates that were shown at the workshop and we have overlaid now the information that we have received from MUMPO via the Town in yellow.”

Former Mayor Ed Howie – I was involved with this project from the very beginning. It was initially put together with cooperation with the State in February of 1994. In December 1997 MPO approved this project and put it in the Transportation Improvement Plan. It was not funded at that time. It was voted on and accepted.

Ms. Kovasckitz – I wish we would have had that information a little sooner. We have it now. The process worked and we have gotten information in hand. The other item that I would like to bring you up to speed on is the project schedule. We presented a schedule at the workshop but since that time there has been a look at how to accelerate the project’s schedule and there has been a recommendation for moving forward with that. We are hoping that we can by the end of this year have the preliminary design of the project in place by the end of 2013 and a workshop would follow in 2014 and the environmental assessment would stay on track with what it is doing now. That process just takes time and we would need to make sure that we do a full evaluation of all of the factors that are required in that process. The FONSI would take place in July 2015 and right-of-way acquisition would perhaps be able to be accelerated to September 2015 with it being let for construction for the initial phase of the project perhaps in December 2016. That schedule is subject to change. As Mr. Mitchell indicated, if it stays in with the new funding prioritization process that would be something that we would be able to do to accelerate the project.

Mayor Davidson - You have got to study to know where you want to put the road.

Ms. Kovasckitz - That is correct. We first determine the purpose and need of the project. We develop the preliminary alternatives and we do detailed environmental data collection and analysis, the public input process and through that process we then pick a preferred alternative. That will have further analysis and design on it and come back out to the public for a design public hearing.

Mayor Davidson - You have to have the proposal that you want to go with when you begin the process for acquiring the right-of-way. Have you started talking to the property owners? Do they have to sell to you?

Mr. Mitchell – As we work on this process and in selecting the corridor there are several things that we have to look at. We have to look at the impact on the human environment, the natural environment and the cost. We would come up with a preferred alignment. It does require some right-of-way to build the project. Right-of-way would be part of the conversation and I do know in this scenario there is a proposal for the alignment that MUMPO had adopted where there is the possibility of some right-of-way being given gratis. Because of both State and Federal requirements and in following those we have to make sure that all of our i's are dotted and all of our t's are crossed so we do not get into a situation where litigation could ensue and delay the project. When dealing with federal monies and property acquisition, there is a defined process for that. The federal process does allow for right-of-way to be granted gratis but there still has to be appraisals done on the property and the property owner has to have full disclosure. We would do a full appraisal of the land but the property owner could say that they defer the actual value of the land in order to help build the project. That is all part of the evaluation process when we look at the effects of the natural and human environment and the cost. If we get the right-of-way at a better cost then it does improve the cost benefit ratio for the project and alignment. We do know that there is an opportunity and prospects to develop some of the land in this area and we would like to talk about that but let's make it clear we the department can no way force that issue.

Mayor Davidson – You are going to do an appraisal first and that way if the property owner does give the land he knows the value of what he has given up.

Mr. Mitchell – In the federal process we have to do an appraisal.

Mayor Davidson – Does he have to sell to you?

Mr. Mitchell – If it is the preferred alignment and we have the endorsement by the local MPO to proceed with the project then NCDOT does have condemnation authority although we prefer not to go that route. If this project is for the public good, we do have condemnation authority.

Mayor Davidson - But that is not the tone right now and you have had good conversations with the property owner and in fact he may give some of the property away.

Mr. Mitchell – We have had conversations with the property owner in the past. We would like to sit down with the Town staff to talk about that more in depth. I do know that there are zoning implications and a lot of these processes have to run concurrently. We do understand that this project will be a connection to reroute some of the traffic to 485. We know the type of traffic this area experiences on a day-to-day basis.

Councilwoman Harrison – You were talking about the traffic analysis. What do you use to study that? For the last month, starting at Old Mill Road and going all the way to New Town Road it is backed up from 4:30 to 6:00 and it is all going to Waxhaw.

Mr. Cole – When we consider a project of this magnitude we do a traffic forecast and we have a design year that is typically 20 years out from the build year. We use the MUMPO Traffic Model that is currently in place. We get projected volumes for 20 years out and we design the roadway to accommodate those volumes. The problem that you are mentioning is more of a north to south problem on NC 16 and this is an east and west roadway that we are talking about it. I do not know that it will directly impact or benefit the north and south traffic. We would do some intersection improvements there

to accommodate the new connection to Rea Road Extension but there would not be significant improvements on Highway 16 north and south.

Councilwoman Harrison – So you do not look and see if new schools are being built or more houses are going in?

Mr. Cole – All that data is in the model.

Councilwoman Harrison – Two years that I have been going to MUMPO I have not seen that data.

Councilwoman Hadley – My question was about Providence Road as well, we live here and we see it and the questions that have been asked to me are why are we doing this before Providence Road is widened all the way to Waxhaw?

Mr. Mitchell – MUMPO is the organization that you voice your preferences and concerns and desires for the Town. I spoke earlier about the Governor' new Strategic Mobility Formula and in years past we used to operate under what we would call the equity formula. That program will come to a sunset in June of 2015. Right now MUMPO is going through a new process of ranking projects and it is going to be called the MTP. With that process the department is going to a new prioritization process which is going to be called SPOT 3.0 which will incorporate some of the recommendations from the MTP and it is going to help us get the projects and prioritize for this new SPOT 3.0. That will kick off in January of 2014. Since this project is after June of 2015 it will go into the ranking process as well as any other project that MUMPO and its members deem necessary to go into the process. This project was slated for 2016/2017 delivery but all of that is going to be relooked at right now. If it is the desire of the Town and the stakeholders to reprioritize then that may be the prevailing decision.

Councilmember Thomisser – Mr. Cook, how many houses do we have scheduled to go in Weddington at the current time?

Mr. Cook – Approved but not built - approximately 600.

Councilmember Thomisser – We are very thankful for the widening of Providence Road from 485 to Rea Road but everybody knows when you have four lanes of traffic merge into two lanes the traffic backs up on Highway 16 from Rea Road all the way past New Town Road. We want to make you aware of it. Has MUMPO been talking about anything beyond Rea Road?

Councilwoman Harrison – We are working on 2040 right now. There is a widening of Providence to New Town and there is another widening from Cuthbertson. There is no project on the books right now to widen all the way to Waxhaw.

Mr. Mitchell – We do not have a preferred route right now. We have to analyze several routes as well as not built as well in our scenarios. That is why it takes quite a while because as we look at these routes we have to look at the impact and costs and the traffic mitigation.

Mayor Davidson – This meeting is purely information. Is there anything that you are going to need from the Town Council?

Mr. Mitchell – As we get all of the facts and figures, we will have to come back to you. We will have to have additional conversations probably more on your staff level looking at the corridor. We do know that there is a developer that would like an alignment and we have to look at how that alignment will play out in the land development process and the zoning and land use that the Town desires as well. It may be that

the Council directs their staff and gives their guidance on this issue and how NCDOT's Transportation Plan enhances the land use that you desire.

Mayor Davidson – Are you suggesting a possible change in zoning?

Town Planner Cook – The property is zoned residential.

Mr. Mitchell – If one of the alignments fit better based on the zoning then you all can officially transmit those comments to both Liz, Marshall and myself and we can take those into consideration through the planning process.

Mayor Davidson – You would ask us to determine that during the process if the existing zoning is fine or if it needs to be changed.

Mr. Mitchell – It doesn't need to be changed. Here is what we would like from the Town through the process, if you have a preferred alignment you can simply designate that and let us know that and let us know that officially in writing.

Councilwoman Hadley – When we came to the workshop in June, this yellow road did not exist and that is what has been brought to your attention from previous Council?

Mr. Mitchell – That is correct. It was not in the documents that we showed you in June.

Mr. Matt Milford – I live in Stratford on Providence. Regardless of which path is taken my house is dead on at the intersection. There is definite concern on my behalf regarding the road noise. There is a creek that goes down behind my house. I have seen the flags go up and they have been washed away with all the rain. If the project moves forward will there be barriers for the neighborhoods that are aligned right next to the road so to protect some of our property values. I will be directly facing the intersection on two sides of my home.

Mr. Mitchell – We are also going through a transformation process with our impacts to properties from transportation improvement projects. If we did chose the new location it would place it in the category of a Type 1 project and for our Type 1 projects we do have to assess the impact. We always assess the impacts of air and noise particularly on our major interstate projects but with new alignment projects we will have to start studying those as well. There are some projects when I started my career at NCDOT I never envisioned that we would have noise walls on but depending on the outcome from the readings and the number of receptacles that we affect and if a wall shows a benefit for noise then we have to consider it. Noise impacts will definitely be a part of the conversation.

Mr. Jerry McKee – With the Governor's new plan, could this be kicked up to a higher year or would it stay where it is at now?

Mr. Mitchell – We are going to go through what we call a ranking process and I think MUMPO this week is going to get an early look at the Tier 1 and Tier 2 projects. From there the MTP plan then rolls into what we call a SPOT prioritization plan. With that plan we rank projects on State wide basis, Regional basis and Division basis. I think this project is a regional project and the Governor's plan splits things up into three distinct pots – 40% of the monies will be spent on the statewide tier, 30% will be spent on regional and 30% split up 14 ways across the State. Since this is a regional project, the way those projects will be selected is 70% of the formula will be determined strictly by data. Another 30% of the score where MUMPO will determine 15% of it and then our division staff and board member will determine the

other 15%. With it being a regional project 70% of the data will be driven by a formula and certainly the growth in Union County will not hurt or suffer because there is certainly a lot of traffic in this area.

Former Mayor Howie - You need to do a rewind of this. This blue line hash mark that you see on your map was created in 1994 through the adoption of this Thoroughfare Plan. In 1997 a developer came to us and advised that he bought the land which is now Stratford on Providence. The Council at that time knew that hash mark existed and that it was running in the proximity of that property. We told the developer you are not going to develop that land until a decision is made with regard to the alignment of that proposed road. Rea Road and 485 did not exist at that time. We held that developer up in the design and development of Stratford on Providence for about six months to go through the alignment process. We got funding from the State and the Federal Government. The Town spent about \$4,000 on a \$50,000 project to get that alignment done. We hired Presnell who is a road engineering group to do the alignment. The Town facilitated with the property owner, the developer of Stratford and every property owner along the potential alignment from Rea Road to Providence Road all the way to Highway 84. The Town stayed out of those discussions. Presnell invited the property owners to come in and sit down and discuss alignment. This is what Presnell came up with in 1997 and the Town adopted on recommendation from Presnell after discussions with the property owners. The only question that Presnell came to us with was there was conversation about three different alignments and where it tied into 84. Presnell asked us to recommend to MUMPO one of those alignments. We recommended alignment C and that was adopted by MUMPO in December 1997. The only recommendation that the Town made to NCDOT or MUMPO with regard to this project is the recommendation for alignment C where it connected into Highway 84. We did recommend the adoption or acceptance to MUMPO of the alignment of the rest of the project.

Former Mayor Nancy Anderson – In the words of Deputy Secretary Trogden, “Wow, Mayor sounds like they lost the file.” He has been down here three times – talking about the traffic circle and Rea Road and how we could get it moved along. We have a property owner before 2008 that was ready to build the entire road when he built his subdivision. That can no longer happen but he is willing to donate the right-of-way which is a huge chunk of a road. We had funding in place. It was not slated to start in 2016 it was 2014. When I was at the meeting in June without exception every single person that walked up to the table said, “2016 - when did that get pushed back?” Everyone there thought it was 2014. I refer to the Local Area Transportation Plan that Weddington, Marvin, Wesley Chapel and Waxhaw worked on together with MUMPO funding and contributions from the Town. Rea Road Extension was the number 1 priority for our region. There is an accommodation on here for Providence Road going all the way to Waxhaw’s Bypass. It was my understanding that this plan was adopted by MUMPO as our Regional Transportation Plan because it is such a problem to have Providence Road acting not only as the north/south corridor but now it also has to act as the east/west corridor. I have boxes of files on this issue if you care to look at it.

Mr. Bill Price – I am hearing a different story tonight. I was Mayor Pro Tem of the first elected Council of Weddington. I agree with Former Mayor Howie that we had meetings here all over the area. I attended all of these meetings discussing Rea Road Extension. Rea Road at that time ended at 485. There were plenty of heated arguments within the Town about where the proposed extension though here would go. It was voted on by the people here within the Town and the 4C alignment was selected. Everyone thought that was fine but then here within the past five years that is not the case.

Mr. Mitchell – Certainly as I said earlier if the Town has a preferred alignment that they would like us to know about we would certainly appreciate that feedback. We have not predetermined the alignment but we have to go through this process as far as federal funding. I know you all know of a small project called the Monroe Connector. We certainly do not want the same fate for this project as the Monroe Connector being tied in a contentious spiral. There are entities that watch to ensure that NCDOT follows

the process and that any time that we not follow that process then they use that as an opening or gateway to say that that this project is not worthy or legit because we did not follow our own rules or guidelines in terms of delivering a project. Not to put any work aside that has been done by previous elected officials or citizens but we have to consider alternatives to complete the federal process. We also have to evaluate not building the project at all. I would hope that this project does not go into litigation. It does appear that everything that we are doing is up to everyone's interpretation and everyone's desires. I just want to make sure that we do it right so we will not have to delay this project and deliver something that would help with the traffic.

Councilmember Thomisser – Do you have any idea what the difference in funding will be in 2015 versus now?

Mr. Mitchell – This new process kind of takes some of the subjective criteria out of it definitely on the State level. It is 100% data driven on how we fund the projects. On the regional level it will be 70% data driven and at the division level it will be 50% data driven. We are trying to make smart investments and we call it strategic investments with the resources that we have. We are trying to place the resources in the correct location. In doing that we hope that it will drive the economy and it brings more to the pot for everyone. We also are forced to make a change in how we look at roads. Our traditional funding sources are primarily the gas tax. Vehicles now because of café standards are changing. When we have F150 trucks that get 25 MPG then it changes the amount of times that we go to the gas pump. As vehicles get more efficient we go to the pumps less which means less revenue. We are having to reprioritize where those dollars go. I think there are going to have to be additional conversations because vehicles are going to get better and better. We are trying to be smarter and smarter on where we invest the transportation dollars.

Item No. 3. Adjournment. Councilwoman Harrison moved to adjourn the August 19, 2013 Special Town Council Meeting. All were in favor, with votes recorded as follows:

AYES:	Councilmembers Thomisser, Hadley, and Harrison
NAYS:	None

The meeting adjourned at 6:38 p.m.

Walker F. Davidson, Mayor

Amy S. McCollum, Town Clerk



Elizabeth R. Gibson

Past Vice President General

National Society Daughters of the American Revolution

1300 West Franklin Street, Monroe, NC 28112-4506

(704) 283-4791 elizabeth_gibson@msn.com

August 4, 2013

Town of Weddington
Mayor Walker Davidson
1924 Weddington Road
Weddington, NC 28104

Dear Mayor Davidson,

The John Foster Chapter Daughters of the American Revolution, Monroe, North Carolina works to promote patriotism in our community. The week of September 17-23 is designated as Constitution Week by Public Law 915 which was signed by President Dwight D. Eisenhower on August 2, 1956. Therefore every year we want to bring to the attention of our citizens this anniversary of the signing of the Constitution of the United States of America. I am sending everything by e-mail again this year and have included an attachment of a sample proclamation that I hope you will complete, sign, and impress with the Seal of the Town of Weddington. After the proclamation has been signed, we encourage you to add it to your Home Page or perhaps add just a simple statement that says "Celebrate Constitution Week Sept. 17-23". Your town hall is an excellent place to display this document for visitors to see, and I know that you are faithful in doing that.

I have included with this proclamation a short history of the origin of Constitution Week for you to read. I hope you enjoy it.

The John Foster Chapter is most appreciative of your cooperation as we work to remind the public of the importance of this document.

Sincerely,

Elizabeth R. Gibson
John Foster Chapter
Monroe, NC
NCSDAR

HISTORY OF CONSTITUTION WEEK

Miss Gertrude S. Carraway, while President General of the National Society Daughters of the American Revolution, was responsible for the annual designation of September 17-23 as Constitution Week. The DAR made its own resolution for Constitution Week which was adopted April 21, 1955.

Members of the United States Congress received the DAR resolution and on June 7, 1955, the resolution was discussed in the Senate. The first resolution to observe Constitution Week was made June 14, 1955, by Senator William F. Knowland of California. Following passage of the resolution by both Houses of Congress, President Eisenhower issued his proclamation on August 19, 1955.

The first observance of Constitution Week was so successful that on January 5, 1956, Senator Knowland introduced a Senate Joint Resolution to have the President designate September 17-23 annually as Constitution Week. The resolution was adopted on July 23 and signed into Public law 915 on August 2, 1956.

For his patriotic aid and interest, Senator Knowland received an Award of Commendation from the NSDAR Continental Congress in April of 1956.

North Carolina has a special interest in the story of how Constitution Week came to be signed into law because Miss Gertrude S. Carraway is the only North Carolinian ever to be elected to the position of President General of the National Society Daughters of the American Revolution. She served from 1953-1956. She was a lifelong resident of New Bern, North Carolina.

**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.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

RECEIVED

Providence Road
tract (over)

JUN 24 2013

TOWN OF WEDDINGTON
ZONING/PLANNING DEPT

Town of Weddington Conditional Zoning Application

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

Applicant's Name: Nancy Anderson

Applicant's Phone: 704-564-5897

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

Property Owner's Name: Nancy S. Anderson

Property Owner's Phone: same as above

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

Property Location: 13432 + 13428 Providence Road, Weddington

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

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

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

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

Please include the following:

- ✓ A boundary survey showing the total acreage, present zoning classifications, date and north arrow.
- ✓ The owner's names, addresses and the tax parcel numbers of all adjoining properties.

Providence Road
Tract

06150047	1.27
06150048	0.74
06150048A	0.81

RECEIVED

Catawba Lands
Conservancy

JUN 24 2013

TOWN OF WEDDINGTON
ZONING PLANNING DEPT.

Town of Weddington Conditional Zoning Application

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

Applicant's Name: Nancy Anderson

Applicant's Phone: 704-564-5897

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

Property Owner's Name: Catawba Lands Conservancy

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

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

Property Location: Providence Road

Parcel Number: 06150046 Deed Book and Page: _____

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

Application Fee: 1,500⁰⁰ Check Number: 1205

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

Please include the following:

- ✓ A boundary survey showing the total acreage, present zoning classifications, date and north arrow.
- ✓ The owner's names, addresses and the tax parcel numbers of all adjoining properties.

Catawba Lands
Conservancy

parcel number.
06150046

acres
2.12

The Hunter Farm
(over)

11/13/2013

JUN 24 2013

TOWN OF WEDDINGTON
ZONING DEPARTMENT

Town of Weddington Conditional Zoning Application

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

Applicant's Name: Nancy S. Anderson

Applicant's Phone: 704-564-5897

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

Property Owner's Name: Nancy S. Anderson

Property Owner's Phone: 704-564-5897

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

Property Location: 13616 Providence Road, Weddington NC 28104

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

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

Application Fee: \$1,500⁰⁰

Check Number: 1205

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

Please include the following:

- ✓ A boundary survey showing the total acreage, present zoning classifications, date and north arrow.
- ✓ The owner's names, addresses and the tax parcel numbers of all adjoining properties.

parcel numbers	acruage
06150044	47.25
06150044D	4.12
06150044E	0.66

*Note parcel number

06150044A is not included in this application

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

MEMORANDUM

TO: Walker Davidson, Mayor
Town Council

CC: Amy McCollum, Town Clerk

FROM: Jordan Cook, Zoning Administrator/Planner

DATE: September 9, 2013

SUBJECT: Anderson Agritourism Conditional Zoning Permit Application

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 exiting 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.
- 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 sign 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:

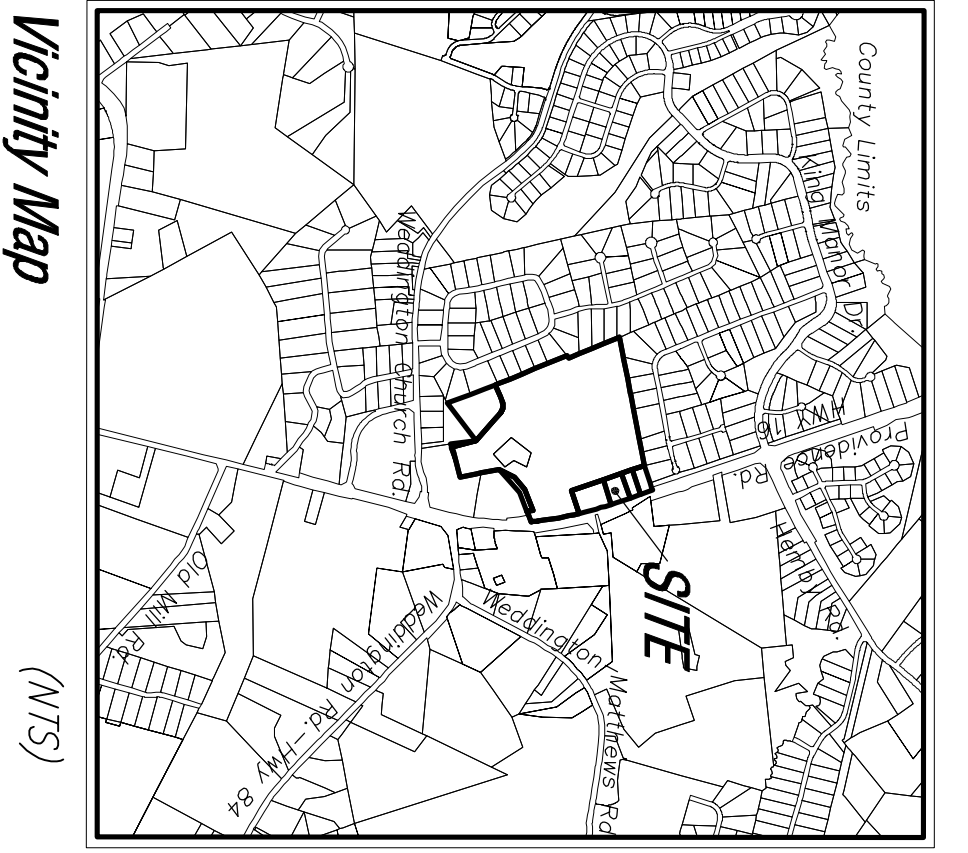
1. Site Plan
2. Topography Map
3. The Hunter Farm binder including but not limited to the following items:
 - a. Aerial Photos
 - b. Property Surveys
 - c. Project Narratives
 - d. Parking Lot Details
 - e. Building Details, Dimensions and Photos
 - f. Scale of adjacent buildings/property

Conditions of Approval:

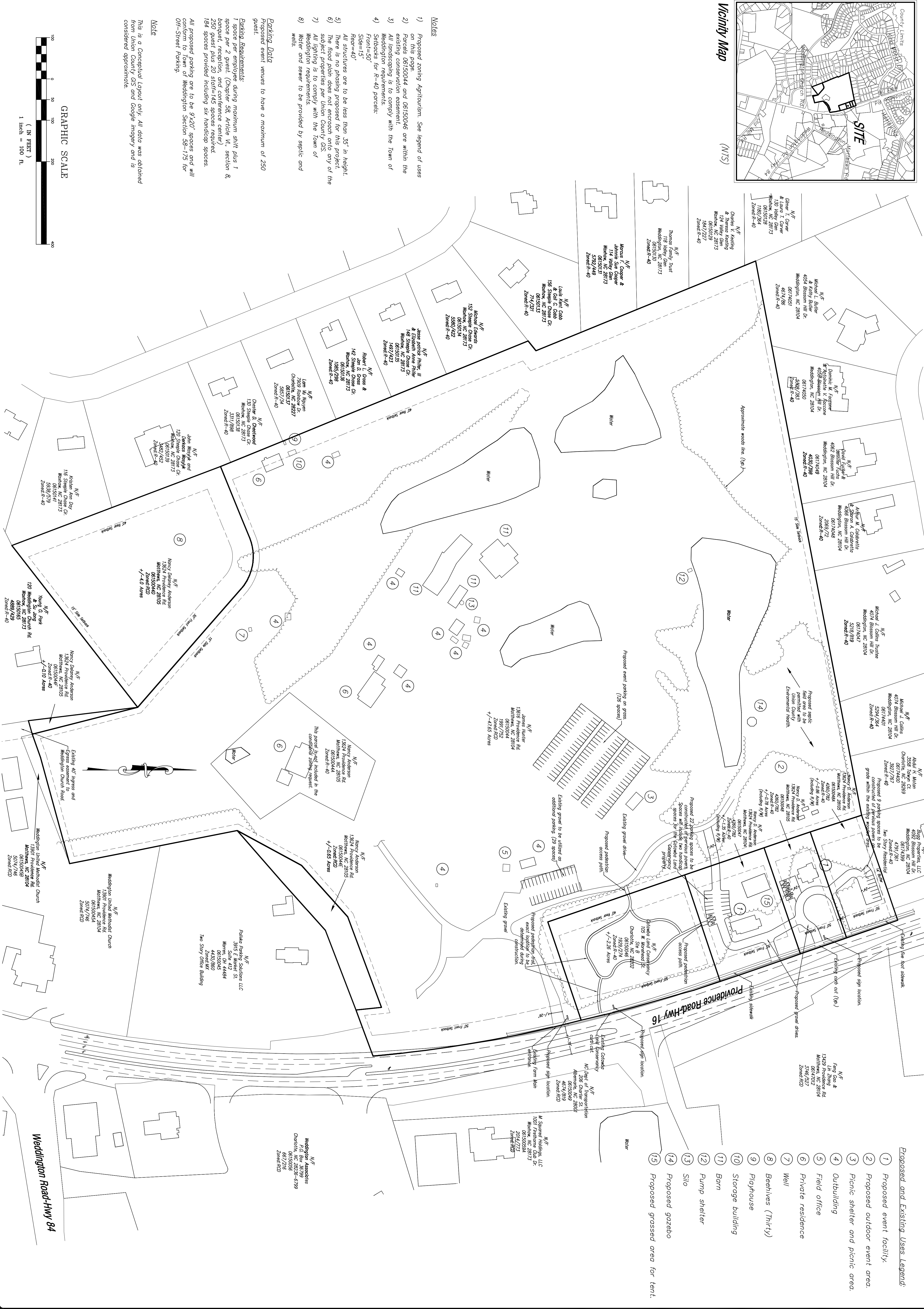
1. Brief Technical Traffic Memo must be approved by Town Traffic Engineer and NCDOT;
2. All signage must comply with *Chapter 58, Article 5* of the *Weddington Code of Ordinances*;
3. Lighting plan must comply with *Town Lighting Ordinance*;
4. Prior to the commencement of any construction, the Town 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 Planning Board also gave this project a unanimous favorable recommendation.



Vicinity Map (N/T/S)



- Proposed and Existing Uses Legend:**
- 1 Proposed event facility.
 - 2 Proposed outdoor event area.
 - 3 Picnic shelter and picnic area.
 - 4 Outbuilding
 - 5 Field office
 - 6 Private residence
 - 7 Well
 - 8 Beehives (Thirty)
 - 9 Playhouse
 - 10 Storage building
 - 11 Barn
 - 12 Pump shelter
 - 13 Silo
 - 14 Proposed gazebo
 - 15 Proposed grassed area for tent.

Notes

- 1) Proposed zoning Agritourism. See legend of uses on this page.
- 2) Parcels 06150044 and 06150046 are within the existing conservation easement.
- 3) All landscaping is to comply with the Town of Weddington requirements.
- 4) Setbacks for R-40 parcels:
Front=90'
Side=15'
Rear=40'
- 5) All structures are to be less than 35' in height.
- 6) There is no phasing proposed for this project.
- 7) The flood plain does not encroach onto any of the subject properties per Union County GIS.
- 8) All lighting is to comply with the Town of Weddington requirements.
- 9) Water and sewer to be provided by septic and wells.

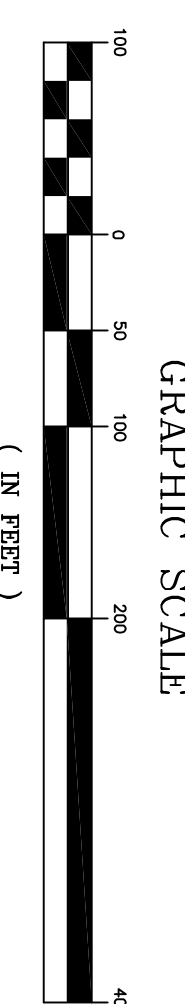
Parking Data

Proposed event venues to have a maximum of 250 guest.

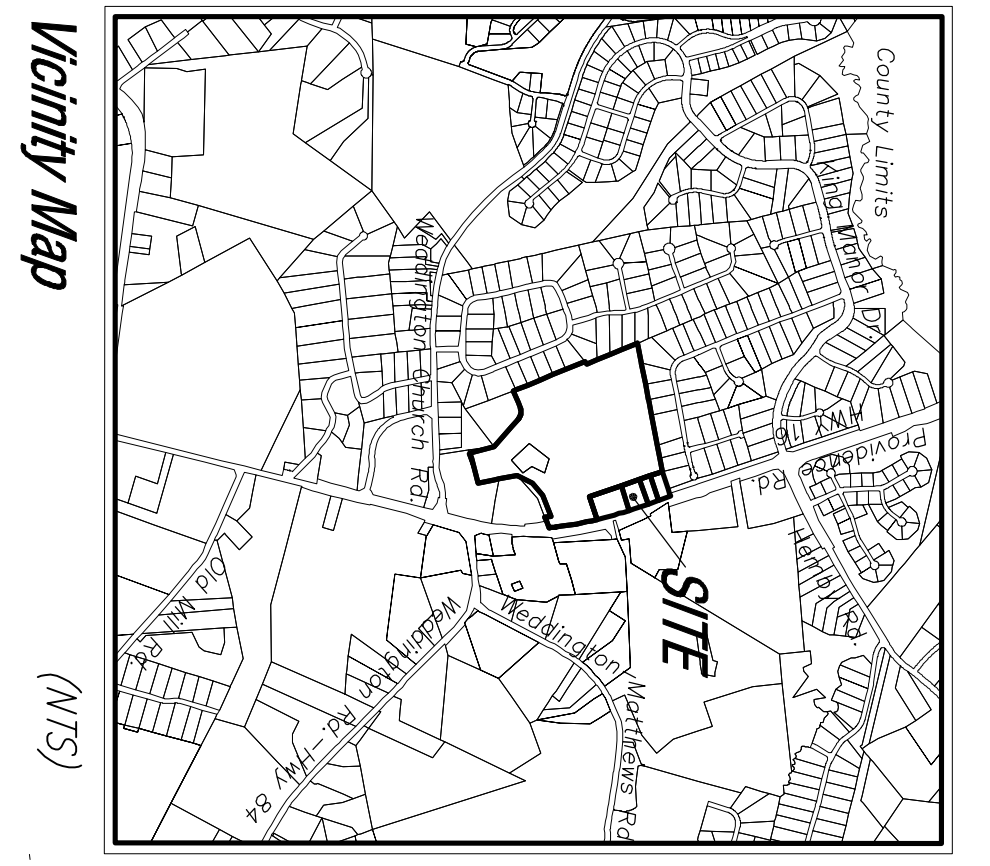
Parking Requirements:
1 space per employee during maximum shift plus 1 space per 2 guest. (Chapter 58, Article VI, section 8, banquet, reception, and conference center).
250 guest plus 20 staff=45 spaces required.
184 spaces provided including six handicap spaces.

All proposed parking are to be 9'x20' spaces and will conform to the standards of Weddington Section 56-113 for Off-Street Parking.

Note
This is a Conceptual Layout only. All data was obtained from Union County GIS and Google imagery and is considered approximate.

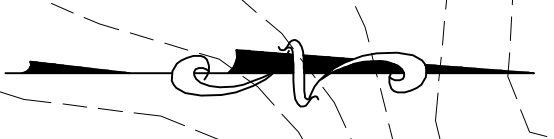
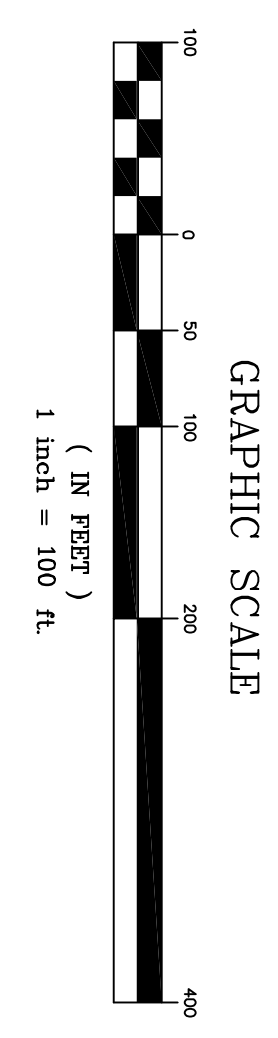


<p>C-20</p>	<p>Conditional Zoning Site Plan</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY</td> <td>CDL</td> <td>DRAWN BY</td> <td>CDL</td> <td>CHECKED BY</td> <td>CDL</td> </tr> <tr> <td>SCALE</td> <td>1" = 100'</td> <td>DATE</td> <td>06/18/13</td> <td>JOB NUMBER</td> <td>3359</td> </tr> </table>	DESIGNED BY	CDL	DRAWN BY	CDL	CHECKED BY	CDL	SCALE	1" = 100'	DATE	06/18/13	JOB NUMBER	3359		<p>LAWRENCE ASSOCIATES</p> <p>106 W. Jefferson St. Monroe, NC 28112 P 704-289-1013 866-557-8051 F 704-283-9035 www.lawrenceurveying.com Firm License Number: C-2856</p>	<p>Anderson Agritourism</p> <p>13624 Providence Road Matthews, NC 28105 Phone: 704-564-5897</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>ISSUE</th> </tr> </thead> <tbody> <tr> <td>1)</td> <td>07/09/13</td> <td>CDL</td> <td>ADDRESSED TOWN REVIEW COMMENTS.</td> </tr> <tr> <td>2)</td> <td>09/04/13</td> <td>CDL</td> <td>ADDRESSED PLANNING BOARD AND PUBLIC INVOLVEMENT MEETING COMMENTS.</td> </tr> </tbody> </table>	NO.	DATE	BY	ISSUE	1)	07/09/13	CDL	ADDRESSED TOWN REVIEW COMMENTS.	2)	09/04/13	CDL	ADDRESSED PLANNING BOARD AND PUBLIC INVOLVEMENT MEETING COMMENTS.
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Vicinity Map
(N15)

Note
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C-2.1	Conditional Zoning Topographic Layout					LAWRENCE ASSOCIATES 106 W. Jefferson St. Monroe, North Carolina 28112 P 704-289-1013 866-557-8051 F 704-283-9035 www.lawrencesurveying.com Firm License Number: C-2856	Anderson Agritourism 13624 Providence Road Matthews, NC 28105 Phone: 704-564-5897		NO. DATE BY ISSUE 1) 07/09/13 CDL ADDRESSED TOWN REVIEW COMMENTS. 2) 09/04/13 CDL ADDRESSED PLANNING BOARD AND PUBLIC INVOLVEMENT MEETING COMMENTS.
	DESIGNED BY	CDL	DRAWN BY	CDL			CHECKED BY	CDL	SCALE

Conditional Zoning Application for Hunter Farm

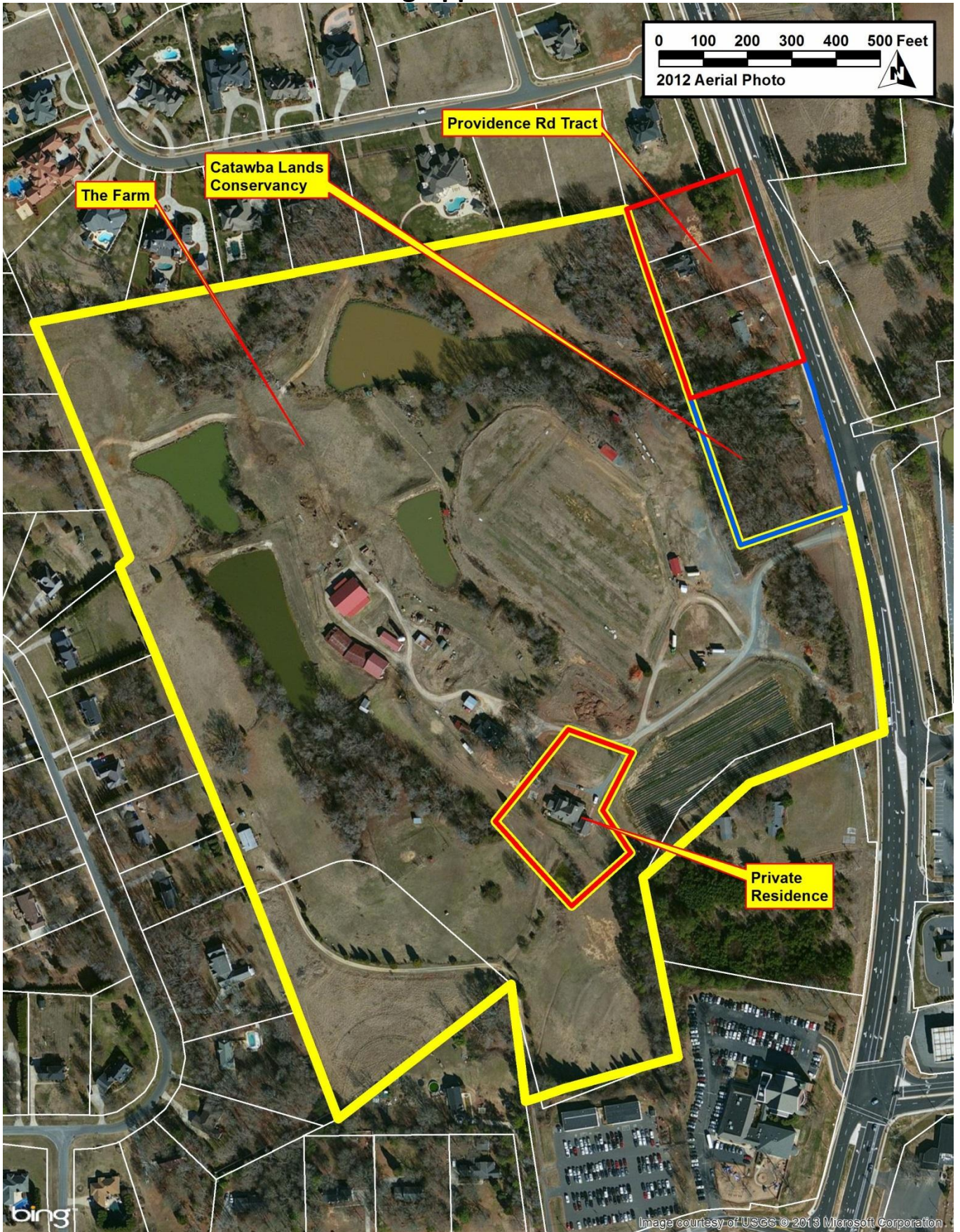


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2. Town of Weddington Citizen Survey 2012 Results

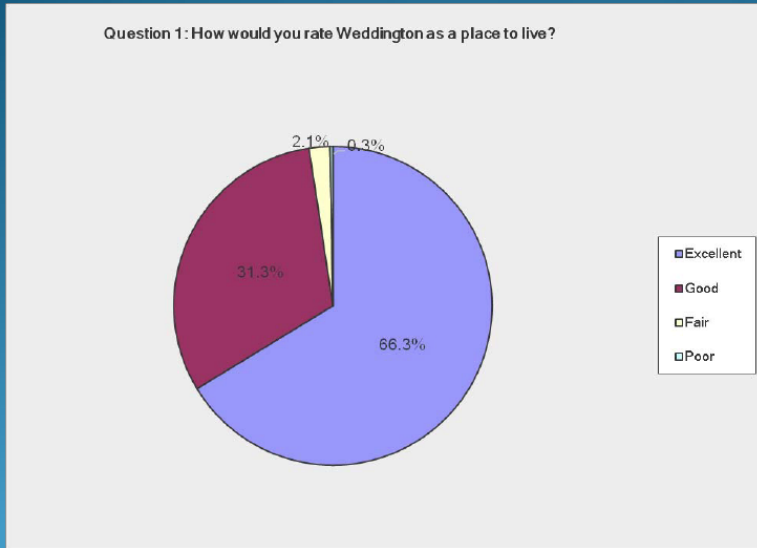
Town of Weddington

Citizen Survey 2012
Results

3400 Postcards Sent, 659 Responses – 19.4%
Response Rate

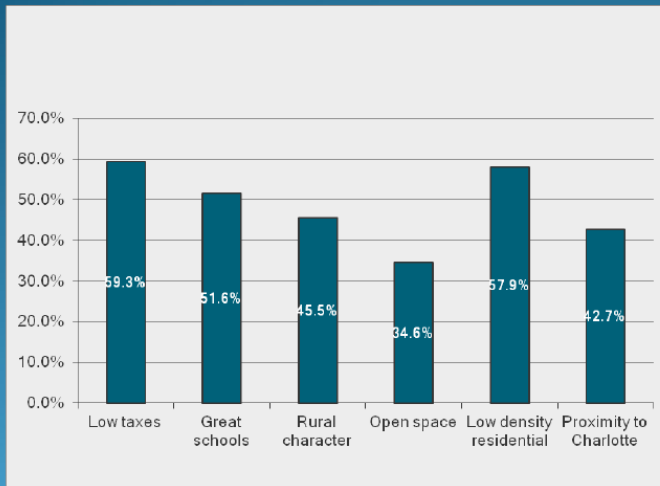
- 26% have lived in Weddington less than 5 years
- 49% have lived in Weddington less than 10 years
- 38% work in Mecklenburg County
- 88% live in a subdivision

Question 1: How Would You Rate Weddington As a Place to Live?



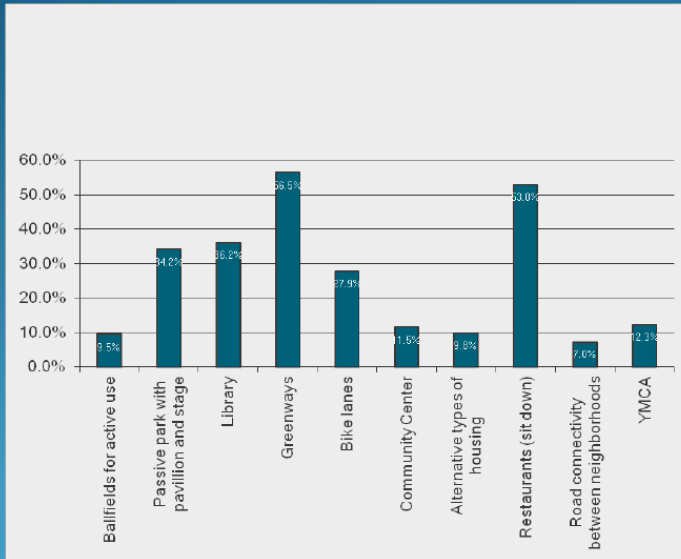
Answer Options	Response Percent
Excellent	66.3%
Good	31.3%
Fair	2.1%
Poor	0.3%

Question 2: Why Did You Move Here/What Do You Most Appreciate About Living Here? (Could choose up to three)



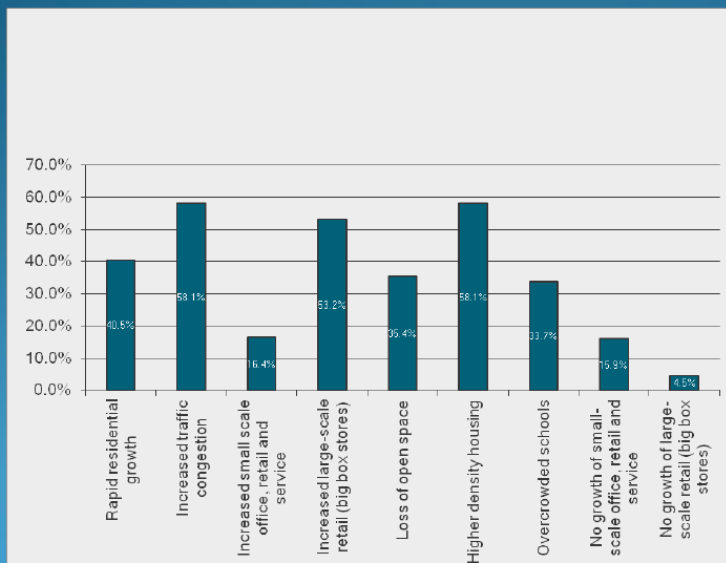
Answer Options	Response Percent
Low taxes	59.3%
Great schools	51.6%
Rural character	45.5%
Open space	34.6%
Low density residential	57.9%
Proximity to Charlotte	42.7%
Other (please specify)	

Question 3: Over the Next Five to Ten Years, Which of the Following Would Most Improve the Quality of Life in Weddington? (Could choose up to three)



	Response Percent
Greenways	56.5%
Restaurants (sit down)	53.0%
Library	36.2%
Passive park with pavilion and stage	34.2%
Bike lanes	27.9%
YMCA	12.3%
Community Center	11.5%
Alternative types of housing	9.8%
Ballfields for active use	9.5%
Road connectivity between neighborhoods	7.0%

Question 4: Over the Next Five to Ten Years, Which of the Following Could Most Adversely Affect Weddington's Current Quality of Life? (Could choose up to three)



Answer Options	Response Percent
Increased traffic congestion	58.1%
Higher density housing	58.1%
Increased large-scale retail (big box stores)	53.2%
Rapid residential growth	40.5%
Loss of open space	35.4%
Overcrowded schools	33.7%
Increased small scale office, retail and service	16.4%
No growth of small-scale office, retail and service	15.9%
No growth of large-scale retail (big box stores)	4.5%

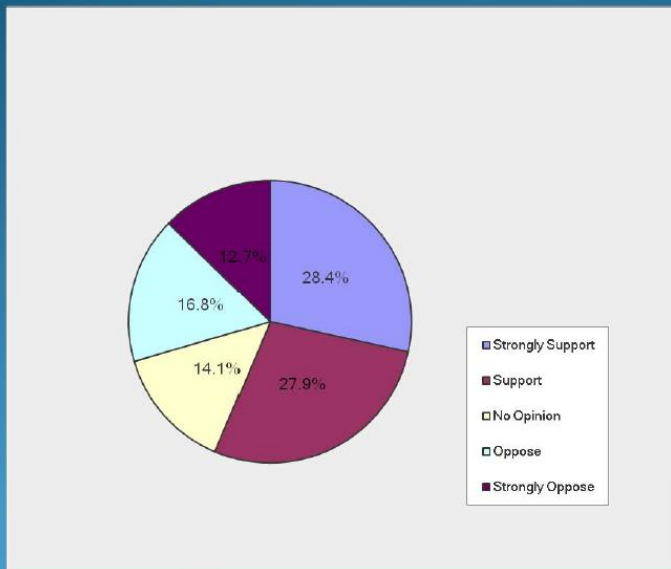
Question 5: To What Degree Are the Following Important in Weddington?

	Very Important	Important	Not at All Important	Don't Know
Maintaining a low tax rate	69.7%	27.4%	2.8%	0.0%
Ensuring public safety (e.g., fire, police)	65.3%	32.1%	2.4%	0.2%
Preservation of open space	60.9%	33.4%	4.2%	1.6%
Low density residential development	53.3%	32.1%	11.9%	2.7%
Limiting non-residential growth	44.6%	34.2%	19.6%	1.6%
Promoting a downtown core	18.4%	35.8%	41.9%	3.8%
Diversify tax base with new non-residential development	15.9%	33.7%	42.0%	8.4%

Question 6: If in Question #5 you responded that limiting non-residential growth is "very important" or "important", would your opinion change if a mixed-use development included additional amenities such as parks, a library or other public facilities?

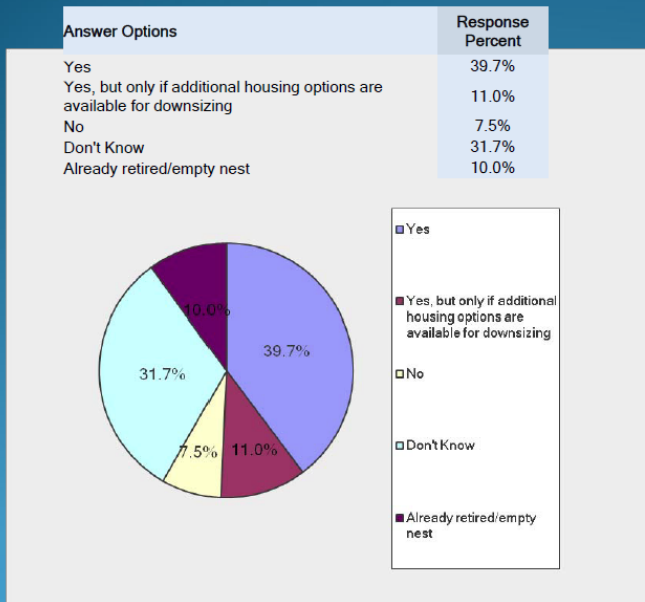
	Response Percent
Yes	43.0%
No	57.0%

Question 7: What Is Your Current Opinion of Conservation Subdivisions?



Answer Options	Response Percent
Strongly Support	28.4%
Support	27.9%
No Opinion	14.1%
Oppose	16.8%
Strongly Oppose	12.7%

Question 8: Do You Plan to Spend Your Retirement Years in Weddington?



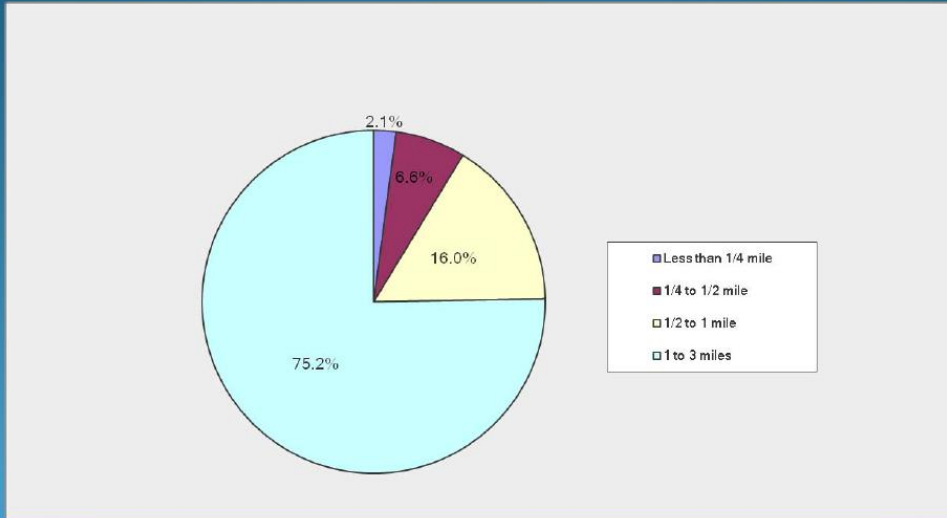
Question 9: Would You Support Higher Density for Age Restricted Communities in Designated Areas?

	Response Percent
Yes	51.0%
No	49.0%

Question 10: Should the Weddington Land Use Plan Allow for the Following Types of Development?

Answer Options	Yes	No
Restaurants (sit-down)	72.0%	28.0%
Mixed use (small-scale office/retail/restaurant)	59.5%	40.5%
Medical offices	52.0%	48.0%
Age restricted communities	46.8%	53.2%
Assisted living facilities	44.3%	55.7%
Day care facilities	40.6%	59.4%
Office space	38.6%	61.4%
Mixed use with residential	34.4%	65.6%
Patio homes	29.0%	71.0%
Townhomes	21.5%	78.5%
Restaurants (fast food)	15.9%	84.1%
Condominiums	12.7%	87.3%
Large-scale shopping centers	10.9%	89.1%
Duplexes	8.3%	91.7%
Apartments	4.0%	96.0%

Question 11: How Close Would You Like to Live to Retail Services?



Question 12:

Answer Options	Response Percent
I am aware of the Town's website (townofweddington.com)	96.3%
I am aware of the Town's Facebook page (http://www.facebook.com/townofweddington)	24.8%
I have signed up to receive email regarding events/meetings	28.3%
I have seen Weddington Magazine	60.7%
I have attended at least one event or meeting in the past year	38.1%

Sec. 58-271. - Conditional zoning district amendment procedure. 

(a)

Application.

(1)

Petitioning for a conditional zoning district and can be initiated only by the owner of the property or by his authorized agent or the Town of Weddington. All applications must include a site plan, drawn to scale, and supporting text, all of which will, if approved, become a part of the amendment. The site plan, drawn by an architect, landscape architect, or engineer licensed to practice in the state, shall include any supporting information and text that specifies the actual use or uses intended for the property and any rules, regulations and conditions that, in addition to all predetermined requirements of this chapter, will govern the development and use of the property. The applicant shall, at a minimum, include as part of the application each of the items listed below:

a.

A boundary survey showing the total acreage, present zoning classifications, date, and north arrow.

b.

The names, addresses and the tax parcel numbers of the owners of all adjoining properties.

c.

All existing easements, reservations, and rights-of-way on the property to be rezoned.

d.

Proposed principal uses. For residential uses this shall include the number of units and an outline of the areas where the structures will be located. For nonresidential uses, designation of the areas within the development where particular types of uses will occur, with reference made to the list of uses found in subsection 58-60(1).

e.

Traffic impact analysis/study for the proposed service area, as determined by the town engineer, shall be required. In addition, traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets including typical parking space dimensions and locations (for all parking facilities along with typical street cross-sections).

f.

Lot sizes for residential and nonresidential uses and proposed outparcels, as applicable.

- g. Detailed information on the number, height, size and location of structures.
- h. All proposed setbacks, buffers, screening and landscaping required by this chapter or otherwise proposed by the applicant.
- i. All existing and proposed points of access to public streets from the development.
- j. A detailed description of all proposed phasing of development for the project.
- k. Number, location, type and size of all signs proposed to be erected by the developer at entrances to the site. Additionally, a general description of other proposed signs including number, location, type and size of all commercial signs. Actual approval of signs shall be a part of the design review provided for in subsection (h)(8) of this section.
- l. Exterior treatments of all principal structures including proposed materials and general architectural design.
- m. Delineation of areas within the regulatory floodplain as shown on official flood hazard boundary maps for county.
- n. Existing and proposed topography at five-foot contour intervals or less.
- o. Scale and physical relationship of buildings relative to abutting properties. This may be accomplished by providing existing and proposed topographic elevation cross-sections of the site showing proposed structures relative to existing adjacent properties.
- p. Lighting plan and proof of conformity to the article IV of [chapter 14](#)

(2)

Said site plan, including all additional information shown on it, shall constitute part of the application for rezoning to a conditional zoning district. The zoning administrator, on a case-by-case basis and at his sole discretion, may specify how many copies of the application the applicant must submit in order to have enough copies for review. No application shall be deemed complete unless accompanied by a fee in accordance with the most recently adopted fee schedule adopted by the town council. Furthermore, the applicant acknowledges that he/she will reimburse the town for all engineering and

consulting services associated with the review of the conditional zoning request prior to any zoning permits being issued by the town for such project.

(3)

It is further acknowledged that the town reserves the right to approve a rezoning to a B-1(CD), B-2(CD) or MX conditional district simultaneously with the approval of a sketch plan for a major subdivision, providing that all applicable provisions of this section and article II, [chapter 46](#) are followed. Furthermore, an application to rezone property to a conditional zoning district will also require the applicant to submit all construction plans for infrastructure improvements, individual buildings, and signs as provided in subsection (h)(8) of this section.

(b)

Additional requirements. When reviewing an application to rezone property to a conditional zoning district, the planning board and/or town council may request additional information in addition to that required in subsection (a) of this section, as they deem necessary.

(c)

Public involvement meeting. Once the requisite copies of the application have been submitted to the town and the requisite fees have been paid, a public involvement meeting (PIM) shall be scheduled and held. Such meetings shall occur prior to any recommendation by the planning staff and approval by the town council. The PIM is designed to provide an opportunity for community involvement in accordance with the following requirements:

(1)

The applicant shall provide an agenda, schedule, location and list of participants such as landscape architects, engineers, etc., to answer questions from citizens and service providers for the project in cooperation with the planning staff.

(2)

The PIM shall be a minimum of four hours. Two hours shall be scheduled during normal business hours to allow service providers (such as the state department of transportation, utilities, or the state department of environment and natural resources) to participate as needed and to allow citizens to appear at a convenient time throughout the period. It is strongly recommended that this portion of the PIM take place at the proposed development site. In addition, a two-hour evening period shall be scheduled at the town hall or other nearby location agreed upon by the applicant and planning staff.

(3)

Notice of public involvement meetings shall, at a minimum, be given as follows:
a.

A public notice shall be sent by the town to a newspaper having general circulation in the town not less than ten days or more than 25 days prior to the date of the PIM.

b.

A notice shall be sent by first class mail by the town to the owners of all properties that lie within 1,300 feet of the exterior boundaries of the proposed development. The applicant shall furnish the town with mailing labels that depict the names and addresses of all such owners. Such notice shall be mailed to said property owners not less than ten days prior to the date of the PIM. The notification shall contain information regarding the PIM time and location, as well as a general description of the proposal.

c.

A PIM notification sign shall be posted by the town in a conspicuous place at the property not less than ten days prior to the PIM. The sign shall indicate the date, time and location of the PIM.

d.

The applicant shall reimburse the town for all expenses incurred to provide the notifications required by this subsection.

(4)

Town staff will keep notes of citizen comments received during the PIM. In addition, all service provider comments shall be recorded by the town, including, but not limited to, all correspondence, reports and oral comments by service providers. After town review, this information will be available at the town hall and at subsequent meetings concerning the project. When practical, comments, ideas and suggestions presented during the PIM should be incorporated by the developer into the proposed development.

(5)

Following the PIM, the applicant shall have the opportunity to make changes to the application to take into account information and comments received. One or more revised copies of the application shall be submitted to the zoning administrator for review. No additional fee shall be required to be paid for making such changes provided the zoning administrator receives the revised application within 30 days following the PIM. If a revised application is not received during said 30-day period, or if the applicant otherwise notifies the zoning administrator in writing that no revised application will be submitted, the zoning administrator shall review the original application.

(d)

Zoning administrator approval. The zoning administrator shall have up to 30 days following any revision of the application (or up to 60 days following the PIM, if no revision is submitted) to make comments. If the administrator forwards no comments to the applicant by the end of said period, the application shall be submitted to the planning board for their review without any further comment. If the zoning administrator provides the applicant with comments on the application, the applicant shall have ten days after receiving the comments to inform the zoning administrator whether the application will be further revised. If the applicant informs the zoning

administrator that the application will not be further revised, the zoning administrator shall submit the application to the planning board for their review at the next regularly scheduled meeting. If the applicant informs the zoning administrator that the application will be further revised, the zoning administrator shall not submit the current application to the planning board. Once the applicant submits a revised application, it shall be subject to review in accordance with this section.

(e)

Planning board review. The applicant shall submit at least ten copies of the application to the zoning administrator for transmittal to the planning board and other appropriate agencies. The zoning administrator shall present any properly completed application to the planning board at its next regularly scheduled meeting occurring at least 15 days after the application has been deemed complete and ready for submission to the planning board in accordance with subsection 58-271(c)(4) of this section. The planning board may, by majority vote, shorten or waive the 15-day time period provided in this section for receipt of a completed application. The planning board shall have 30 days from the date that the application is presented to it to review the application and to take action. If such period expires without action taken by the planning board, the application shall then be transferred to the town council without a planning board recommendation.

(1)

A planning board member shall not vote on any conditional zoning amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member.

(2)

Upon making a recommendation, the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and with any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the town council that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the town council.

(f)

Action by town council. Conditional zoning district decisions are a legislative process subject to judicial review using the same procedures and standards of review as apply to general use district zoning decisions. Conditional zoning district decisions shall take into account applicable adopted land use plans for the area and other adopted land use policy documents and/or ordinances. Prior to making a decision on rezoning a piece of property to a conditional zoning district, the town council shall hold a public hearing. Notice of such public hearing shall be given as prescribed in subsection 58-270(g).

(1)

A statement analyzing the reasonableness of the proposed rezoning shall be prepared for each application for a rezoning to a conditional district.

(2)

Once the public hearing has been held, the town council shall take action on the application. The town council shall have the authority to:

a.

Approve the application as submitted;

b.

Deny approval of the application;

c.

Approve the application with modifications that are agreed to by the applicant; or

d.

Submit the application to the planning board for further study. The application may be resubmitted to the planning board with any modifications that are agreed to by the applicant. The planning board shall have up to 30 days from the date of such submission to make a report to the town council. Once the planning board issues its report, or if no report is issued within that time period, the town council can take action on the application in accordance with this subsection.

(3)

In the town council's sole discretion, it may hold additional public hearings on an application at any time before it takes a final vote to approve or deny that application.

(4)

A town council member shall not vote on any conditional zoning amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial and readily identifiable financial impact on the member.

(g)

Conditions to approval of application. In approving an application for the reclassification of a piece of property to a conditional zoning district, the planning board may recommend, and the town council may request that reasonable and appropriate conditions be attached to approval of the application. Any such conditions may relate to the relationship of the proposed use to the surrounding property, to proposed support facilities (e.g., parking areas, pedestrian circulation systems), to screening and landscaping, to the timing of development, to street and right-of-way improvements, to water and sewer improvements, to provision of open space, or to any other matters that the planning board or town council may find appropriate or the applicant may propose. Such conditions to approval may include dedication of right-of-way or easements for streets and/or utilities to serve the development. The applicant shall have a reasonable opportunity to consider and respond to any such proposed conditions prior to final action by the town council.

(h)

Review of plans and construction documents.

(1)

If the town council approves the application, the applicant's plans and construction documents will be subject to review in accordance with this section.

(2)

Where the DRB exists when the applicant submits any plans for review under this section, the DRB will review the plans in accordance with the following procedures. If no DRB exists when the applicant submits a set of plans for review, the functions of the DRB will be performed by the town planning board.

a.

Review of building schematics, landscape plans and signs.

1.

The applicant shall submit to the planning staff for review and comment detailed plans and schematic designs for all buildings on the site, landscaping on the site and signs on the site. The planning staff may provide such submitted plans to town consultants or to other third parties to assist the town's review. The applicant shall reimburse the town for all costs and expenses that the town incurs in reviewing plans under this section.

2.

The applicant need not submit plans for all buildings, landscaping and signs simultaneously, and may instead submit multiple sets of plans, each of which shall be separately and independently reviewed. Notwithstanding this provision, the DRB or the town council need not review plans submitted to it if, in its sole discretion, it determines that it cannot effectively review those plans without simultaneously reviewing plans for other buildings, landscaping and/or signs.

3.

If the zoning administrator determines that a set of plans submitted by the applicant is complete and contains all information necessary to determine if those plans satisfy the standards specified in this subsection, the zoning administrator shall forward those plans to the DRB.

4.

The DRB shall have 60 days from the date a set of plans is submitted to it to recommend to the town council whether it should approve those plans. The DRB's recommendation will be based solely upon its determination of whether the plans and schematic designs satisfy the standards specified in this section and meet the requirements of the town's architectural design

standards (see [chapter 14](#), article V). If the DRB recommends that any plans not be approved, it shall state the reasons for that recommendation in writing and shall inform the applicant that it may withdraw those plans.

5.

A set of plans shall be submitted to the town council at its next regularly scheduled meeting that occurs at least 15 days after the DRB issues its recommendation on those plans. The applicant may withdraw any plans before they are submitted to the council, and the council will not review any plans that are withdrawn. If the DRB makes no recommendation to the council within 60 days after a set of plans are submitted to it, the plans shall be submitted to the town council for review without a DRB recommendation.

6.

The town will approve any plans submitted to it unless those plans either violate any requirements of this chapter, including any requirements applicable to the particular conditional zoning district at issue, violate any requirements, standards or conditions contained in the applicant's rezoning application, violate any requirements, standards, or conditions that are imposed under subsection (f) of this section, or will cause the development not to be in harmony with its surrounding area (collectively, the provisions of this subsection constitute the standards referenced in this section).

7.

After reviewing plans submitted to it, the town council shall have the authority to:

i.

Approve the plans;

ii.

Deny approval of the plans;

iii.

Approve the plans with any modifications that are agreed to by the applicant; or

iv.

Submit the plans to the DRB for further study. The plans may be resubmitted to the DRB with any modifications that are agreed to by the town council and the applicant. The DRB shall have 30 days from the date plans are resubmitted to it to make another recommendation to the town council on whether those plans should be approved. If the DRB makes no recommendation to the council

within that time frame, the plans shall be resubmitted to the town council for its review.

8.

No building may be constructed unless plans for that building have been approved by the town council in accordance with the process described in this subsection. No landscaping may begin unless plans for that landscaping have been approved by the town council in accordance with the above process. No signs may be erected unless the plans for those signs have been approved by the town council in accordance with the process described in this subsection.

b.

Review of other construction documents.

1.

Other than schematic designs and plans for buildings, landscaping and signs, all other plans, designs and other documents concerning any other construction or development activities will be reviewed in accordance with this subsection. Documents subject to review under this subsection will be referred to generically as construction documents. Construction documents include, by example only and without limitation, plans for all road improvements, storm water detention, preconstruction and post construction management practices and grading, soil and erosion control.

2.

The applicant shall submit all construction documents to the town's zoning administrator for review. The applicant shall reimburse the town for all costs and expenses the town incurs in reviewing construction documents. The zoning administrator will approve all construction documents unless they violate the standards of this section. No construction or development contemplated by any construction document may be begun unless and until the zoning administrator has approved that construction document in accordance with this subsection.

c.

Post approval review. After any and all plans and construction documents for an improvement have been approved, the town staff or other town representatives will periodically inspect that improvement during the construction process and may halt any construction or development that violates the standards. Following completion of the project, the applicant shall request a final inspection. If all improvements and all other development satisfies the standards, the town will issue a certificate of zoning compliance.

(i)

Changes to an approved conditional zoning district.

(1)

Except as provided in this section, a request to change the site plan or the conditions governing an approved conditional zoning district shall be processed in accordance with this section as a new application to rezone property to a conditional zoning district.

(2)

The zoning administrator shall have the delegated authority to approve an administrative amendment to an approved conditional zoning district site plan or to the governing conditions without the requested change having to be approved as a new application in accordance with this section. Such administrative amendments shall include only those changes that do not significantly alter the site plan or its conditions and do not significantly impact abutting properties.

(3)

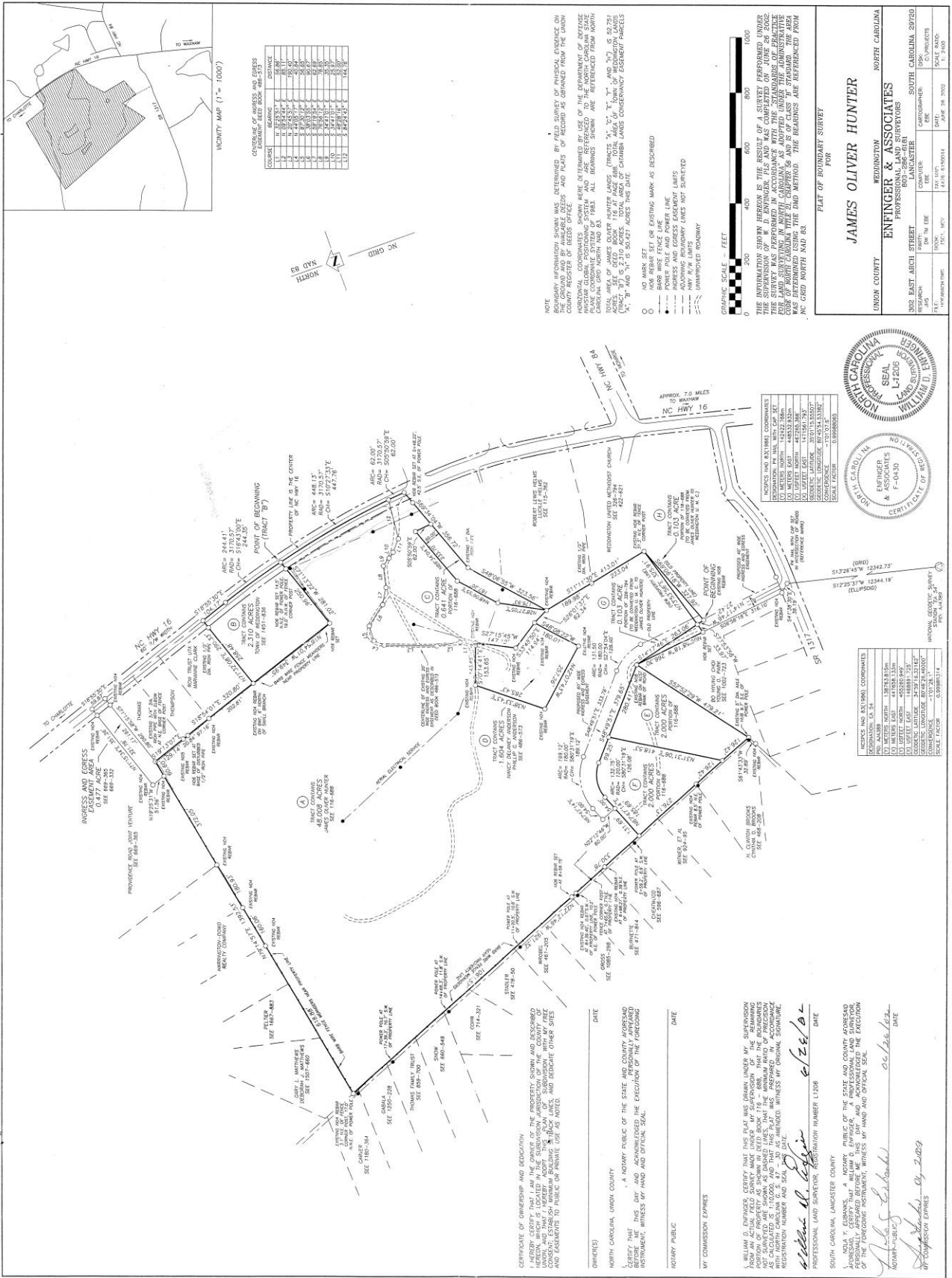
No administrative amendment may increase the amount of allowed nonresidential development by more than ten percent of the approved square footage or 1,000 square feet, whichever is less. No administrative amendment may increase the amount of residential development by more than ten percent of the approved square footage, if a maximum square footage for residential development was imposed, or may increase the maximum number of allowed dwelling units by more than five.

(4)

Any request for an administrative amendment shall be in writing, signed by the property owner, and it shall detail the requested change. The applicant must provide any additional information requested by the zoning administrator. Accompanying the written request must be the applicable fee for administrative review, if any, that is required by the current town fee schedule. Any decision by the zoning administrator to approve or deny a request for an administrative amendment must be in writing and must state the grounds for approval or denial. The zoning administrator shall always have the discretion to decline to exercise the authority delegated by this section because the zoning administrator is uncertain if the requested change would qualify as an administrative amendment or because the zoning administrator determines that a public hearing and town council consideration is appropriate under the circumstances. If the zoning administrator declines to exercise the authority delegated by this section, the applicant can only apply for a rezoning in accordance with this section.

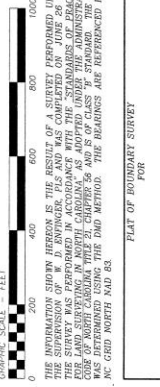
(Ord. No. O-2006-20, § 12.2, 11-13-2006; Ord. No. O-2009-08, 7-13-2009; Ord. No. O-2010-09, 6-14-2010)

a. Boundary Surveys
1. Hunter Farm Boundary Survey



CENTRAL OF ANGLES AND CURVES
 COURTESY STATE BOOK 940-8173

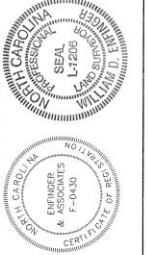
CURVE	ANGLE	RADIUS	CHORD	ARC LENGTH
1	107.7154°	87.3333'	107.3045'	107.3045'
2	107.7154°	87.3333'	107.3045'	107.3045'
3	107.7154°	87.3333'	107.3045'	107.3045'
4	107.7154°	87.3333'	107.3045'	107.3045'
5	107.7154°	87.3333'	107.3045'	107.3045'
6	107.7154°	87.3333'	107.3045'	107.3045'
7	107.7154°	87.3333'	107.3045'	107.3045'
8	107.7154°	87.3333'	107.3045'	107.3045'
9	107.7154°	87.3333'	107.3045'	107.3045'
10	107.7154°	87.3333'	107.3045'	107.3045'



NOTE: THE SURVEYOR'S BOUNDARY RECORDS, BEARINGS, DISTANCES, AND CURVATURE DATA OF THIS SURVEY ARE FILED AND MADE PUBLIC RECORD AS OF THE DATE OF THIS SURVEY AND BE AVAILABLE TO THE COUNTY REGISTER OF DEEDS OFFICE AND THE PUBLIC RECORDS DEPARTMENT OF THE COUNTY REGISTER OF DEEDS OFFICE. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE NORTH CAROLINA STATE MAGNETIC GLOBAL POSITIONING SYSTEM AND ARE REFERENCED TO THE NORTH CAROLINA STATE MAGNETIC MERIDIAN. ALL BEARINGS AND DISTANCES ARE REFERENCED FROM NORTH CAROLINA GRID NORTH AND G.S. 1983. ALL BEARINGS SHOWN ARE REFERENCED FROM NORTH CAROLINA GRID NORTH AND G.S. 1983. TOTAL AREA OF CATERLANDS CONSERVANCY EASEMENT PARCELS (TRACT 37) IS 2.310 ACRES. TOTAL AREA OF CATERLANDS CONSERVANCY EASEMENT PARCELS "A", "B" AND "C" IS 50,477 ACRES THIS DATE.

- NO MARK SET
- MARK SET
- BAR BEC FENCE LINE
- POWER POLE AND POWER LINE
- UNIMPROVED ROADWAY
- UNIMPROVED ROADWAY

FLAT OF BOUNDARY SURVEY FOR
JAMES OLIVER HUNTER
 NORTH CAROLINA
ENGINEER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 803-206-8181
 705 EAST ARCH STREET
 CHARLOTTE, NC 28202



REGISTRATION NO. 831149480 (COMMONS)

SECTION	AREA	ACRES
1	1.1804	1.1804
2	6.03	6.03
3	2.310	2.310

SCALE FACTOR: 0.999998

REGISTRATION NO. 831153557 (COMMONS)

SECTION	AREA	ACRES
1	0.03	0.03
2	1.1504	1.1504
3	0.63	0.63

SCALE FACTOR: 0.999998

REGISTRATION NO. 831153557 (COMMONS)

SECTION	AREA	ACRES
1	0.03	0.03
2	1.1504	1.1504
3	0.63	0.63

SCALE FACTOR: 0.999998

CERTIFICATE OF OWNERSHIP AND DECISION

A PROPERTY SURVEY WAS CONDUCTED HEREON WHICH IS LOCATED IN THE SUBDIVISION ASSOCIATION OF THE COUNTY OF CONCORD, EASTERN ANTIHILL BUILDING BLOCK LOTS AND LOCATED OTHER LOTS AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

DIRECT(S) _____ DATE _____

NORTH CAROLINA, LINCOLN COUNTY
 A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED BEFORE ME, THIS DAY, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

I, **JAMES O. ENGINEER**, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION. THAT THE BEARINGS AND DISTANCES SHOWN ON THIS PLAN ARE CORRECT AND THE BEARINGS AND DISTANCES WERE OBTAINED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND AS INDICATED BY MY SIGNATURE, REGISTRATION NUMBER AND SEAL, AND AS INDICATED BY MY SIGNATURE, REGISTRATION NUMBER AND SEAL.

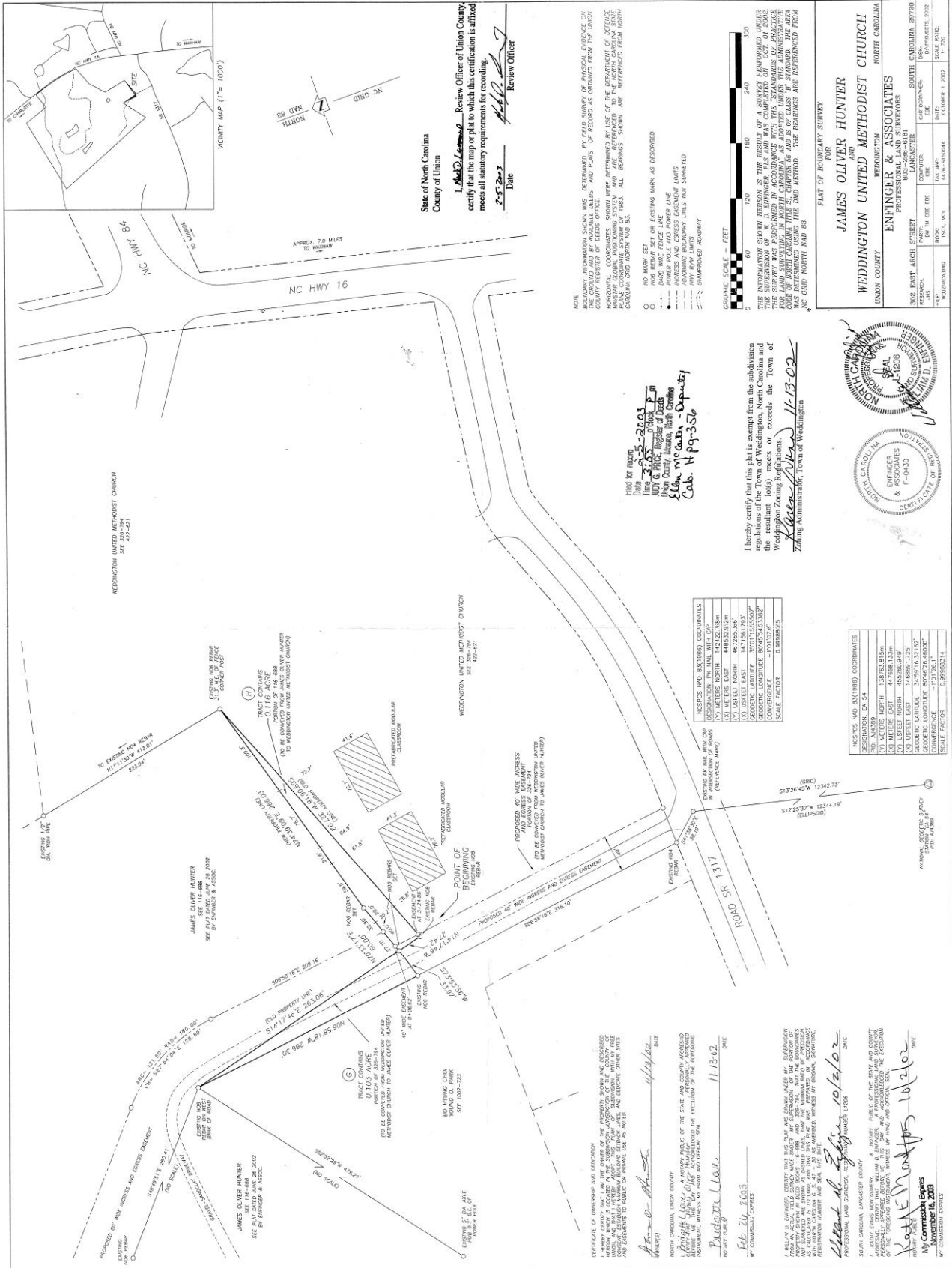
James O. Engineer (Signature)
 PROFESSIONAL LAND SURVEYOR, REGISTRATION NUMBER 11258, DATE 02/26/24

SOUTH CAROLINA, LINCOLN COUNTY
 I, **JAMES O. ENGINEER**, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED BEFORE ME, THIS DAY, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL.

James O. Engineer (Signature)
 NOTARY PUBLIC, REGISTRATION NUMBER 11258, DATE 02/26/24

a. Boundary Surveys

2. Hunter Farm Boundary Survey, Zoom in to illustrate Wedding Ch Rd Access



State of North Carolina
 County of Union
 I, James M. Jones Review Officer of Union County
 certify that the map or plat to which this certification is affixed
 meets all statutory requirements for recording.
 Date 2-5-2003
 Review Officer

NOTE: THE INFORMATION SHOWN WAS DETERMINED BY FIELD SURVEY OF PHYSICAL EVIDENCE ON
 THE GROUND AND BY AVAILABLE RECORDS AND PLATS OF RECORD AS OBTAINED FROM THE UNION
 COUNTY REGISTER OF DEEDS OFFICE. THE SURVEY WAS CONDUCTED BY THE SURVEYOR IN ACCORDANCE WITH THE ADMINISTRATIVE
 RULES AND REGULATIONS OF THE NORTH CAROLINA STATE BOARD OF ENGINEERING AND SURVEYING. ALL BEARINGS SHOWN ARE REFERENCED FROM NORTH
 CAROLINA GRID NORTH AND 83.

- O NO MARK SET
- NOB REBAR SET OR EXISTING MARK AS DESCRIBED
- BARS WIRE FENCE LINE
- BARS WIRE FENCE LINE
- ADDRESS AND EGRESS EASEMENT LIMITS
- ADJOINING BOUNDARY LINES NOT SURVEYED
- UNIMPROVED ROADWAY

GRAPHIC SCALE - FEET
 0 80 120 160 200 240 280 300
 THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER
 THE SUPERVISION AND CONTROL OF THE SURVEYOR. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE ADMINISTRATIVE
 RULES AND REGULATIONS OF THE NORTH CAROLINA STATE BOARD OF ENGINEERING AND SURVEYING. ALL BEARINGS SHOWN ARE REFERENCED FROM
 NORTH CAROLINA GRID NORTH AND 83.

11/13/02 for record
 Date 11-13-02
 Time 10:00 AM
 James M. Jones, Registered Professional Engineer
 816 McQueen, Durham, NC
 Cab. H 99-356

I hereby certify that this plat is exempt from the subdivision
 regulations of the Town of Weddington, North Carolina and
 the resultant lot(s) meets or exceeds the Town of
 Weddington Zoning Regulations.
 James M. Jones, 11/13/02
 Zoning Administrator, Town of Weddington

PLAT OF BOUNDARY SURVEY
 FOR
JAMES OLIVER HUNTER
 AND
WEDDINGTON UNITED METHODIST CHURCH
 UNION COUNTY
ENFINGER & ASSOCIATES
 PROFESSIONAL ENGINEERS
 502 EAST ARCH STREET
 LENOIR COUNTY
 BOONVILLE, NC 28704
 DATE: OCTOBER 4, 2002
 SCALE: AS SHOWN
 TITLE: PLAT OF BOUNDARY SURVEY



Cab. H 99-356

INSPIRES (NAD 83) (1983) COORDINATES
ORIGINATION: TP. 34N, R. 10E, G.P.
(1) METERS NORTH 448332.127m
(2) METERS EAST 448332.127m
(3) UTM EAST 487225.54E
(4) UTM NORTH 417658.132m
(5) UTM EAST 452500.949E
(6) UTM NORTH 552916.3182E
GEODETIC LONGITUDE 80°42'54.1338"E
GEODETIC LATITUDE 34°59'16.3182"N
CONVERGENCE -1°01'07"E
SCALE FACTOR 0.9998595

INSPIRES (NAD 83) (1983) COORDINATES
ORIGINATION: TP. 34N, R. 10E, G.P.
(1) METERS NORTH 138765.812m
(2) METERS EAST 452500.949E
(3) UTM EAST 487225.54E
(4) UTM NORTH 417658.132m
(5) UTM EAST 452500.949E
(6) UTM NORTH 552916.3182E
GEODETIC LONGITUDE 80°42'54.1338"E
GEODETIC LATITUDE 34°59'16.3182"N
CONVERGENCE -1°01'07"E
SCALE FACTOR 0.9998595

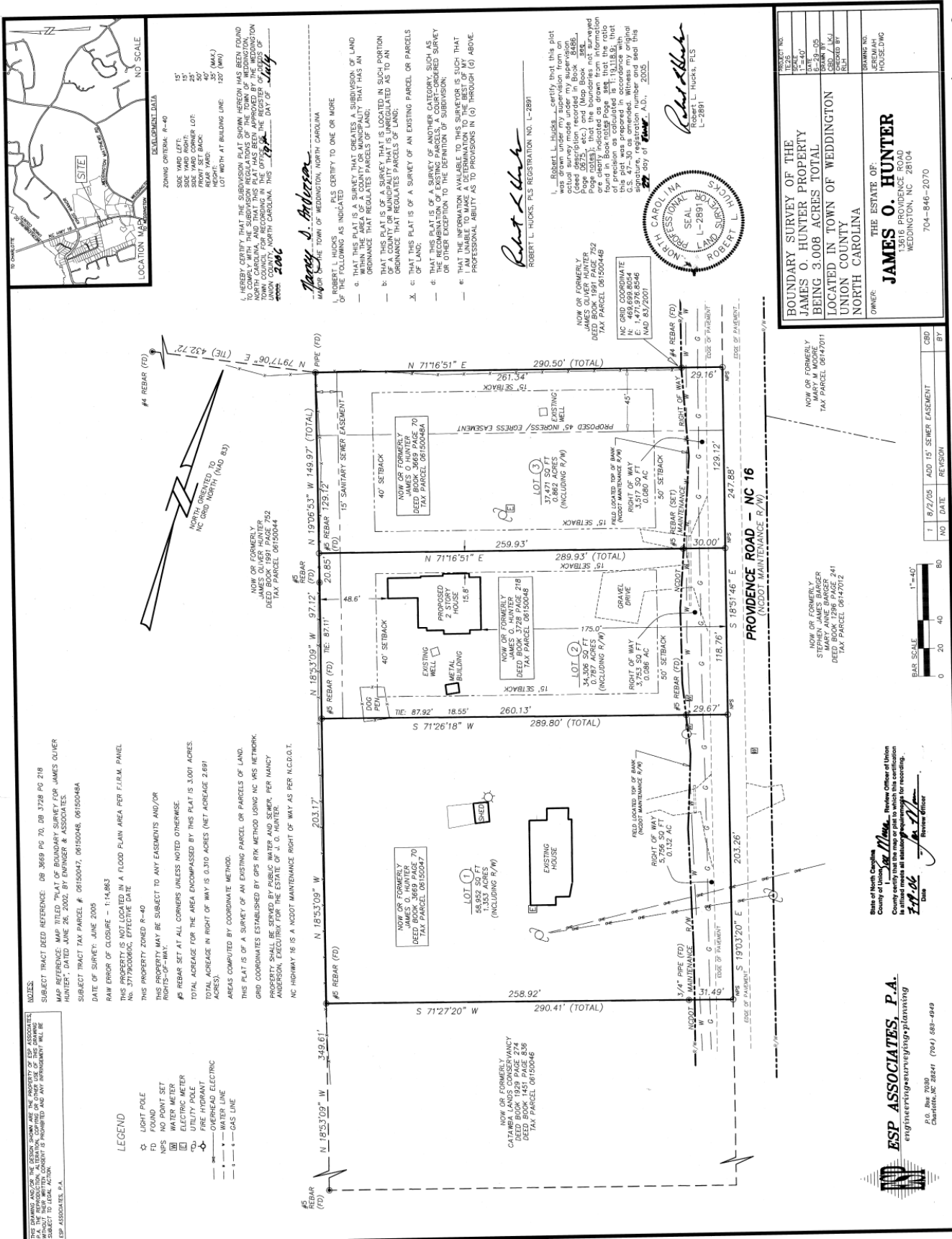
CERTIFICATE OF OWNERSHIP AND DEDICATION
 I, JAMES OLIVER HUNTER, CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED
 HEREON AND THAT I HEREBY DEDICATE AND CONVEY TO THE STATE OF NORTH CAROLINA
 THE PROPERTY SHOWN AND DESCRIBED HEREON AS SHOWN ON THE PLAT OF BOUNDARY SURVEY
 AND EGRESS TO PUBLIC OR PRIVATE USE AS NOTED.

Witness my hand and official seal
 this 11/13/02 day of November, 2002.
James M. Jones
 Registered Professional Engineer
 My Comm. Exp. 10/2/02
 11/13/02

I, James M. Jones, ENGINEER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION
 AND THAT I AM A MEMBER OF THE NORTH CAROLINA STATE BOARD OF ENGINEERING AND SURVEYING.
 I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THAT I AM A
 MEMBER OF THE NORTH CAROLINA STATE BOARD OF ENGINEERING AND SURVEYING.
 I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THAT I AM A
 MEMBER OF THE NORTH CAROLINA STATE BOARD OF ENGINEERING AND SURVEYING.
 I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THAT I AM A
 MEMBER OF THE NORTH CAROLINA STATE BOARD OF ENGINEERING AND SURVEYING.

Witness my hand and official seal
 this 10/2/02 day of October, 2002.
James M. Jones
 Registered Professional Engineer
 My Comm. Exp. 10/2/02
 10/2/02

a. Boundary Surveys
 3. Providence Road Parcels Boundary Survey



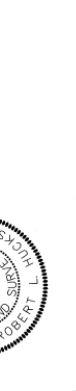
DEVELOPMENT DATA
 ZONING ORDINANCE: R-40
 SIDE YARD LEFT: 15'
 SIDE YARD RIGHT: 25'
 FRONT SET BACK: 50'
 REAR SET BACK: 35' (MAX.)
 HEIGHT: 35' (MAX.)
 LOT WIDTH AT BUILDING LINE: 120' (MIN.)

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREOF HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF WEDDINGTON, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN RECORDED IN THE REGISTER OF DEEDS OF UNION COUNTY, NORTH CAROLINA, THIS 19th DAY OF July, 2002.

Robert L. Hucks
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF NORTH CAROLINA
 I DO HEREBY CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED:
 a. THAT THIS PLAT IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
 b. THAT THIS PLAT IS OF A SURVEY THAT IS ASSOCIATED WITH AN ORDINANCE THAT REGULATES PARCELS OF LAND;
 c. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND;
 d. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE REDEVELOPMENT OF AN EXISTING SURVEY;
 e. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT HE IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS PROFESSIONAL ABILITY AS TO PROVISIONS IN (b) THROUGH (d) ABOVE.

Robert L. Hucks
 ROBERT L. HUCKS, PLS REGISTRATION NO. L-2891

Robert L. Hucks, I certify that this plat was prepared under my supervision from an actual survey made under my supervision (see 0875, etc.) and (Map Book 0881, Page 0213), that the boundaries not surveyed are shown on the notes page 88, that the ratio of precision as calculated is 1:13,118.9, that this survey was made in accordance with the U.S. § 47-40 as amended. Witness my original signature, registration number and seal this 22 day of July, 2002.



REGISTER NO.	L-2891
DATE	7-25-02
OWNER	JAMES O. HUNTER
ADDRESS	13616 PROVIDENCE ROAD WEDDINGTON, NC 28104
PHONE	704-846-2070
PROPERTY NO.	HOUSING

BOUNDARY SURVEY OF THE JAMES O. HUNTER PROPERTY BEING 3.008 ACRES TOTAL LOCATED IN TOWN OF WEDDINGTON UNION COUNTY NORTH CAROLINA

OWNER: THE ESTATE OF JAMES O. HUNTER
 13616 PROVIDENCE ROAD WEDDINGTON, NC 28104
 704-846-2070

NO.	DATE	REVISION	BY
1	8/2/05	ADD 15' SEWER EASEMENT	GBD

SCALE 1"=40'

BAR SCALE 0 20 40 80

State of North Carolina
 County of Union
 I, *Robert L. Hucks*, Registered Professional Surveyor, do hereby certify that this plat was prepared under my supervision from an actual survey made under my supervision and that the information is correct and true to the best of my knowledge and belief.

ESP ASSOCIATES, P.A.
 engineering/surveying/planning
 P.O. Box 7080
 Charlotte, NC 28244 (704) 688-6848

NOTES:
 SUBJECT TRACT DEED REFERENCE: DB 3669 PG 70, DB 3728 PG 218
 MAP REFERENCE: MAP 1185 THAT IS A BOUNDARY SURVEY FOR JAMES OLIVER HUNTER, DATED JUNE 29, 2002, BY ENGINEER & ASSOCIATES.
 SUBJECT TRACT TAX PARCEL # 06150047, 06150048, 06150049
 DATE OF SURVEY: JUNE 2005
 RAW ERROR OF CLOSURE - 1:14,883
 THIS PROPERTY IS NOT LOCATED IN A FLOOD PLAIN AREA PER F.I.R.M. PANEL No. 3717920000C, EFFECTIVE DATE
 THIS PROPERTY ZONED R-40
 THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY.
 #5 REBAR SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
 TOTAL ACRES FOR THE AREA ENCOMPASSED BY THIS PLAT IS 3.001 ACRES.
 TOTAL ACRES IN RIGHT OF WAY IS 0.110 ACRES (NET AVERAGE 2.891 ACRES).
 AREAS COMPUTED BY COORDINATE METHOD.
 THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND. GRID COORDINATES ESTABLISHED BY GPS RINX METHOD USING NC MRS NETWORK. PROPERTY SHALL BE SERVED BY PUBLIC WATER AND SEWER, PER MANCY ANGERSON, EXECUTOR FOR THE ESTATE OF J. G. HUNTER.
 NC HIGHWAY 16 IS A NCDOT MAINTENANCE RIGHT OF WAY AS PER N.C.D.O.T.

CAB 3 File 450

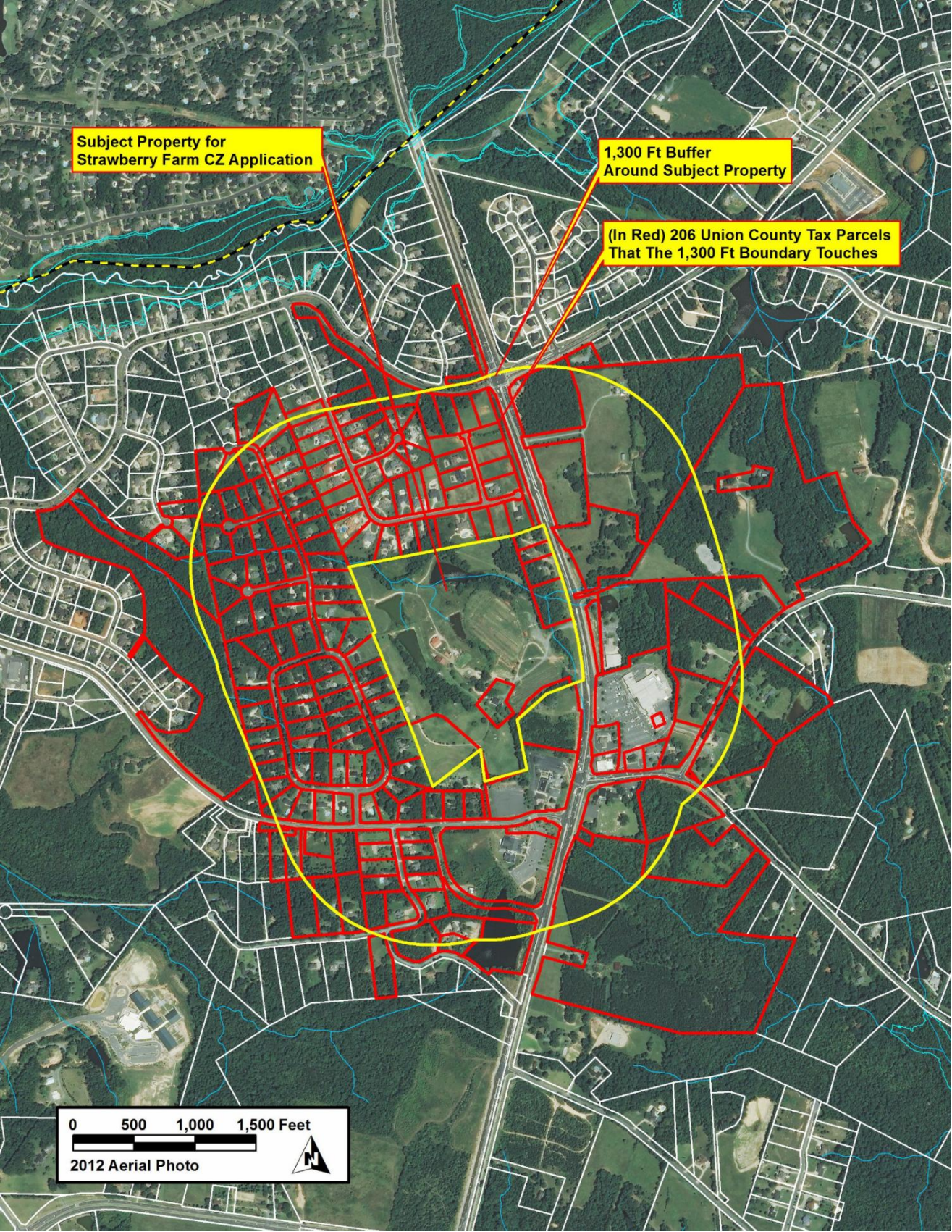
a. Boundary Surveys

4. Catawba Lands Conservancy Boundary Survey

PENDING

b. Adjoining Property Owners plus Owners of Parcels that touch a 1,300 foot buffer around the property

1. Map of Parcels



b. Adjoining Property Owners plus Owners of Parcels that touch a 1,300 foot buffer around the property

2. Names and Addresses

For owner names and addresses for all adjoining parcels, please see “Proposed Principal Uses Plan” on Page 21. Additionally, below follows a list of owners of all parcels that touch a 1,300 foot buffer surrounding the subject property.

PIN	Union County GIS Tax Data Owner Name	MailAddr	MailCity	MailStat	MailZip
06147008A	DOW ROBERT B TRUST	6712 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28105
6147009	PATTERSON DONALD M	13301 PROVIDENCE RD	MATTHEWS	NC	28104
6147010	DELANEY JOHN RODMAN JR ET AL	PO BOX 218	HICKORY	NC	28603
6147011	MOORE MARY M %LARRY MOORE	1601 DRAYTON CT	GASTONIA	NC	28056
6147012	GAO FENG & LIN ZHANG	13429 PROVIDENCE RD	MATTHEWS	NC	28104
6147012	GAO FENG & LIN ZHANG	13429 PROVIDENCE RD	MATTHEWS	NC	28104
6147177	TOLL NC II LP	2310 TW ALEXANDER DR STE G	RALEIGH	NC	27817
6150007	MARTIN RICHARD HENRY & ELIZABETH J	137 BLUEBIRD LN	WEDDINGTON	NC	28173
6150020	GUERIN MARTHA S & WILLIAM B	162 LARK FIELD DR	WAXHAW	NC	28173
6150021	KUCHAVIK KRIS	154 LARKFIELD DR	WAXHAW	NC	28173
6150022	BERNIER LOUIS F JR & WF LU ANNE C	146 LARK FIELD DR	WAXHAW	NC	28173
6150023	BERNIER LOUIS F JR & WIFE LU ANNE	146 LARKFIELD DR	WAXHAW	NC	28173
6150024	HARWOOD DONALD H & ANNE	126 LARKFIELD DR	WAXHAW	NC	28173
6150025	DUCKWALL G MICHAEL & JANE B	114 LARKFIELD DR	WAXHAW	NC	28173
6150026	DUCKWALL G MICHAEL & JANE B	114 LARKFIELD DR	WAXHAW	NC	28173
6150027	JEFFREY HELEN K	104 LARK FIELD DR	WAXHAW	NC	28173
6150028	JEFFREY HELEN K	104 LARK FIELD DR	WAXHAW	NC	28173
6150029	PANTAS EKATERINI	101 LARKFIELD DR	WAXHAW	NC	28173
6150030	MCKENZIE JONATHAN G & SPOUSE CHRISTY	103 LARK FIELD DR	WEDDINGTON	NC	28173
6150031	KERSNOWSKI BRIAN JOHN &	963 WOODS LOOP DR	WAXHAW	NC	28173
6150032	WATTS LARRY DELNO &WF SANDRA HUBBARD	115 LARKFIELD	WAXHAW	NC	28173
6150033	SERPICO SARAH WILKINS &	5808 CHERRY HOLLOW LN	MATTHEWS	NC	28104
6150034	HEALY DANIEL P	615-A STALLINGS RD	MATTHEWS	NC	28104
6150035	HEALY DANIEL P	615-A STALLINGS RD	MATTHEWS	NC	28104
6150036	HEALY DANIEL P	615-A STALLINGS RD	MATTHEWS	NC	28104
6150037	HEALY DANIEL P	615-A STALLINGS RD	MATTHEWS	NC	28104
6150039	WEDDINGTON UNITED METHODIST	13901 PROVIDENCE RD	MATTHEWS	NC	28104
6150040	WEDDINGTON UNITED METHODIST	13901 PROVIDENCE RD	MATTHEWS	NC	28104
06150041A	SESSIONS HEATH & KRISTIN B	202 FANCY LADY CT	YORK	SC	29745
6150044	HUNTER JAMES OLIVER	13616 PROVIDENCE RD	MATTHEWS	NC	28104
6150044	HUNTER JAMES OLIVER	13616 PROVIDENCE RD	MATTHEWS	NC	28104
06150044D	ANDERSON NANCY DELANEY	13624 PROVIDENCE RD	MATTHEWS	NC	28105
06150044E	ANDERSON NANCY DELANEY	13624 PROVIDENCE RD	MATTHEWS	NC	28105
06150044F	ANDERSON NANCY DELANEY	13624 PROVIDENCE RD	MATTHEWS	NC	28105
6150045	POLIVKA PARKING SOLUTIONS LLC	3915 E MARKET ST SUITE 412	WARREN	OH	44484
06150045A	WEDDINGTON UNITED METHODIST	13901 PROVIDENCE RD	MATTHEWS	NC	28104
06150045B	WEDDINGTON UNITED METHODIST CHURCH	13901 PROVIDENCE RD	MATTHEWS	NC	28104
6150046	CATAWBA LANDS CONSERVANCY	105 W MOREHEAD ST STE B	CHARLOTTE	NC	28202-1815
6150047	ANDERSON NANCY D	13624 PROVIDENCE RD	MATTHEWS	NC	28104
6150048	ANDERSON NANCY D	13624 PROVIDENCE RD	MATTHEWS	NC	28104
06150048A	ANDERSON NANCY D	13624 PROVIDENCE RD	MATTHEWS	NC	28104
6150049	NC DEPARTMENT OF TRANSPORTATION	206 CHARTER ST	ALBEMARLE	NC	28001
06150050A	TRINITY BANK	310 W FRANKLIN ST	MONROE	NC	28112
6150053	WEDDINGTON ASSOCIATES	P O BOX 36799	CHARLOTTE	NC	28236-6799
06150053A	PINSAK GEORGE F & WIFE CAROL H	431 THREE KNOTTS RD	MONROE	NC	28112
6150054	WEDDINGTON ASSOCIATES	P O BOX 36799	CHARLOTTE	NC	28236-6799
6150055	PRESSLEY STORES INC	10316 NEWTOWN RD	WAXHAW	NC	28173
6150055	PRESSLEY STORES INC	10316 NEWTOWN RD	WAXHAW	NC	28173
6150056	WEDDINGTON ASSOCIATES	P O BOX 36799	CHARLOTTE	NC	28236-6799
6150056	WEDDINGTON ASSOCIATES	P O BOX 36799	CHARLOTTE	NC	28236-6799
6150056	WEDDINGTON ASSOCIATES	P O BOX 36799	CHARLOTTE	NC	28236-6799
6150057	TOWN OF WEDDINGTON	1924 WEDDINGTON RD	WEDDINGTON	NC	28104
6150058	MATTHEWS J T MRS HEIRS % ELLA V MATT	6924 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
6150059	SPITTLE JIMMY F & WF METTIE S	6874 MATTHEWS WEDDINGTON	MATTHEWS	NC	281040000
06150059A	M SQUARED HOLDINGS LLC	1001 FIRETHORNE CLUB DR	WAXHAW	NC	28173
06150059A	M SQUARED HOLDINGS LLC	1001 FIRETHORNE CLUB DR	WAXHAW	NC	28173
06150059B	MOORE MARGARET COREY TRUSTEE	6800 WEDDINGTON MATTHEWS RD	WEDDINGTON	NC	28104
06150059B	MOORE MARGARET COREY TRUSTEE	6800 WEDDINGTON MATTHEWS RD	WEDDINGTON	NC	28104
06150059C	MOORE JAMES LLOYD JR & WIFE MARGARET	6800 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104

b. Adjoining Property Owners plus Owners of Parcels that touch a 1,300 foot buffer around the property

2. Names and Addresses

6150063	HELMS GERALD CLYDE & JOYCE D	6901	MATTHEW-WEDD RD	MATTHEWS	NC	28105
061500648	WEDDINGTON UNITED METHODIST CHURCH	13901	PROVIDENCE RD	WEDDINGTON	NC	28104
061500648	WEDDINGTON UNITED METHODIST CHURCH	13901	PROVIDENCE RD	WEDDINGTON	NC	28104
6150074	KING CLAIRE J HEIRS	1200	BATSON RD	TRAVELERS REST	SC	29690
6150075	WEDDINGTON UNITED METHODIST	13901	PROVIDENCE RD	MATTHEWS	NC	28104
6150075	WEDDINGTON UNITED METHODIST	13901	PROVIDENCE RD	MATTHEWS	NC	28104
06150076A	SHORT THOMAS FRANKLIN ET ALS	25078	WOODHAVEN DR	TEGA CAY	SC	29708
06150076B	SHORT HOLDINGS LLC	4514	STAR MOUNT DR	GREENSBORO	NC	27410
6150082	WALKER DAVID SCOTT &	252	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150083	TROUTMAN JERRY D	244	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150084	CASTANO THEODORE & DENISE	240	STEEPLECHASE CIR	WEDDINGTON	NC	28104
6150085	DECKER WESLEY J	236	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150086	CLEVELAND WILLIAM C & WIFE SHARON	232	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150087	CREDLE WALTER C III & WIFE KAREN P	228	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150088	ONLEY ROBERT JR &	222	STEEPLECHASE CIR	WAXHAW	NC	28173
6150089	SPEHAR MARVIN A & DONNA G	216	STEEPLE CHASE CIR	WAXHAW	NC	28173
6150090	CARROLL JEFFREY R & WIFE TERESA A		P O BOX 69	INDIAN TRAIL	NC	28079
6150091	RHEA RICHARD B & WIFE NANCY D	182	STEEPLECHASE CIR	WEDDINGTON	NC	28173-9337
6150093	RHEA RICHARD B & WIFE NANCY D	182	STEEPLECHASE CIR	WEDDINGTON	NC	28173-9337
6150094	LAUGHTER LARRY Z & WF JOAN P LAUGHTE	178	STEEPLE CHASE CIR	WEDDINGTON	NC	281730000
6150095	BRINKLEY GREG M & WIFE KAY PRICE	174	STEEPLE CHASE CR	WAXHAW	NC	28173
6150096	MIESSE CINDY L & MIESSE KATHY J	1785	WILLOW WAY CIR	COLUMBUS	OH	43220
6150097	HOLSTON SCOTT W & WIFE TAMMY L	115	VALLEY GLENN DR	WEDDINGTON	NC	28173
6150098	KAZMIERSKI JAMES H & WIFE NANCY C	121	VALLEY GLEN DR	WAXHAW	NC	28173
6150099	PUCKETT CHARLES L &	117	KEE CT	WEDDINGTON	NC	28173
6150100	REIN BARBARA J	121	KEE CT	WAXHAW	NC	28173
6150101	JUDD BRUCE & WIFE DIANE JUDD	120	KEE CT	WEDDINGTON	NC	28173
6150102	JUDD BRUCE T & WIFE DIANE A	120	KEE CT	WEDDINGTON	NC	28173
6150103	HUEBNER WOLFGANG & WF RENATE	116	KEE CT	WEDDINGTON	NC	28173
6150104	WADSWORTH ROBERT ALAN & WIFE MELISSA	110	KEE CT	WEDDINGTON	NC	28173
6150105	MOORE ROBERT R IV & WIFE CHERIE L	104	KEE CT	WEDDINGTON	NC	28173
6150106	REA CHRISTOPHER A & WIFE JANICE E	109	CHASESTONE LN	WAXHAW	NC	28173
6150107	REA CHRISTOPHER A & WIFE JAN E	109	CHASESTONE CT	WEDDINGTON	NC	28173
6150108	COOPER GERONE A & WIFE DOROTHY A	113	CHASE STONE CT	WAXHAW	NC	28173
6150109	BELLER JAY	570	EMERSON AVE	NORTH BALDWIN	NY	11510
6150110	CUTHBERTSON DONALD FRANKLIN &	118	CHASE STONE CT	WEDDINGTON	NC	28173
6150111	CAROTHERS JEAN C	114	CHASESTONE LN	WAXHAW	NC	28173
6150112	BEAM JULIE MORGAN	110	CHASESTONE CT	WAXHAW	NC	28173
6150113	THOMPSON EUGENE EDWARD &	157	VALLEY GLEN DR	WEDDINGTON	NC	28173-9337
6150114	HOLLOWELL VICTOR B & WIFE CATHERINE	173	VALLEY GLEN DR	WEDDINGTON	NC	28173
6150115	CAROTHERS JEAN C	114	CHASESTONE LN	WAXHAW	NC	28173
6150116	BLACK MICHAEL A & WF LESLYE M	185	VALLEY GLENN DR	WEDDINGTON	NC	28173
6150119	WARNER RANDY R & WIFE JULIE A	176	VALLEY GLENN DR	WAXHAW	NC	28173
6150120	HELMS SEAN K& WIFE SHELLY B HELMS	172	VALLEY GLEN DR	WEDDINGTON	NC	28173
6150121	ORBAN MARY E	168	VALLEY GLEN DR	WAXHAW	NC	28173-9337
6150122	RODRIGUEZ VERONICA M	162	VALLEY GLEN DR	WAXHAW	NC	28173
6150123	TERRIGNO ANTONIO D	156	VALLEY GLEN DR	WAXHAW	NC	28173
6150124	MCGEE WILLIAM CORNELL & WIFE CATHERI	152	VALLEY GLEN DR	WEDDINGTON	NC	28173 9337
6150125	NIGH MARIA	146	VALLEY GLEN DR	WAXHAW	NC	28173
6150126	RICH JOHN C & WIFE DONNA R	140	VALLEY GLENN DR	WEDDINGTON	NC	28173
6150127	CAROTHERS JEAN C	114	CHASESTONE LN	WAXHAW	NC	28173
6150128	CARVER GILMER T &	130	VALLEY GLEN	WAXHAW	NC	28173
6150129	KEATING CHARLES V & WF THERESA	124	VALLEY GLEN DR	WAXHAW	NC	28173
6150130	THOMAS FAMILY TRUST RONALD THOMAS &	118	VALLEY GLEN DR	WEDDINGTON	NC	28173
6150131	COOPER MARCUS F	114	VALLEY GLEN DR	WAXHAW	NC	28173
6150132	BECK JASON & HEATHER MARIE SMITH	160	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150133	COBB LOUIS KENT & WIFE GAIL C	156	STEEPLE CHASE CIR	WAXHAW	NC	28173
6150134	EDWARDS MICHAEL	152	STEEPLE CHASE CIR	WAXHAW	NC	28173
6150135	PHIFER JESSE PATRICK III &	148	STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150136	GROSS ROBERT L & WIFE JAN D GROSS	142	STEEPLE CHASE CIR	WAXHAW	NC	28173

b. Adjoining Property Owners plus Owners of Parcels that touch a 1,300 foot buffer around the property

2. Names and Addresses

6150137	NGUYEN LAM VU	7909 RAINBOW DR	CHARLOTTE	NC	28227
6150138	CHEATWOOD CHESTER D	130 STEEPLE CHASE CIR	WAXHAW	NC	28173
6150139	WASYLYK JOHN & DYAN DERKACS-WASYLYK	120 STEEPLE CHASE CIR	WAXHAW	NC	28173
6150141	DAY KRISTEN ANN	116 STEEPLECHASE CIR	WAXHAW	NC	28173
6150142	GOLDSTIEN S RONALD & CAROLYN L	112 STEEPLECHASE CIR	WAXHAW	NC	28173
6150143	KENDRICK AUBREY EARL III	108 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150144	DEBLASIO JOHN & WIFE JOAN E	104 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150145	SMITH LONNIE M & WIFE VELMA W	109 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150146	YOUNG GREG D & WIFE JODIE M	257 STEEPLE CHASE CR	WEDDINGTON	NC	28173
6150147	WILLIAMS DONALD E	251 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150148	CHANG CHRISTINA S	115 W GLENVIEW DR	SALISBURY	NC	28147
6150149	ONLEY ANTHONY W & WIFE TERRI B ONLEY	231 STEEPLE CHASE CIR	WAXHAW	NC	28173
6150150	GILBERT JOHN L JR & WIFE DOROTHY O	221 STEEPLECHASE CIR	WEDDINGTON	NC	28173
6150151	YOUNG DONELLE	35 HENHAWK RD	BALDWIN	NY	11510
6150152	CENTANNI VINCENT T	211 STEEPLECHASE CIR	WAXHAW	NC	28173
6150153	SALVO ERIC J & SANDRA MOORE-SALVO	207 STEEPLECHASE CIR	WAXHAW	NC	28173
6150154	DALLAS SCOTT S	177 STEEPLE CHASE CIR	WAXHAW	NC	28173
6150155	PAGANO TONY W & WIFE RUTH L	P O BOX 810	WAXHAW	NC	28173-0810
6150156	BURCH JOSHUA & HEATHER	145 STEEPLECHASE CIR	WAXHAW	NC	28173
6150157	KENNEDY WILLIAM M IV	139 STEEPLE CHASE CR	WEDDINGTON	NC	28173
6150158	KAROLAK KENNETH CHRISTOPHER &	133 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150159	NATALE RICHARD J & WIFE SHIRLEY R	129 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150160	NATALE RICHARD J & WIFE SHIRLEY R	129 STEEPLE CHASE CIR	WEDDINGTON	NC	28173
6150161	LOFTIN HARRY T JR & WIFE MYRA D	144 WEDDINGTON CHURCH RD	WEDDINGTON	NC	28173
6150162	COOK WILLIAM EARL JR	138 WEDDINGTON SCHOOL RD	WEDDINGTON	NC	28173
6150163	STONE GARY L & WENDY H	132 WEDDINGTON SCHOOL RD	WEDDINGTON	NC	28173
6150164	RICHARDSON SUSAN C	124 WEDDINGTON CHURCH RD	WAXHAW	NC	28173
6150165	PARK YOUNG O & JONG SU	120 WEDDINGTON CHURCH RD	WAXHAW	NC	28173
6150166	M/I HOMES OF CHARLOTTE LLC	5350 SEVENTY-SEVEN CENTER DR STE 1	CHARLOTTE	NC	28217
6150167	M/I HOMES OF CHARLOTTE LLC	5350 SEVENTY-SEVEN CENTER DR STE 1	CHARLOTTE	NC	28217
6150168	M/I HOMES OF CHARLOTTE LLC	5350 SEVENTY-SEVEN CENTER DR STE 1	CHARLOTTE	NC	28217
6150169	M/I HOMES OF CHARLOTTE LLC	5350 SEVENTY-SEVEN CENTER DR STE 1	CHARLOTTE	NC	28217
6150176	M/I HOMES OF CHARLOTTE LLC	5350 SEVENTY-SEVEN CENTER DR STE 1	CHARLOTTE	NC	28217
6174003A	HIGHGATE HOMEOWNERS ASSOCIATION INC	P O BOX 3340	FORT MILL	SC	29708
6174003D	HIGHGATE HOMEOWNERS ASSOCIATION INC	1711 E BOULEVARD	CHARLOTTE	NC	28203
6174003G	HIGHGATE HOMEOWNERS ASSOCIATION INC	1711 E BOULEVARD	CHARLOTTE	NC	28203
6174028	HIGHGATE HOMEOWNERS ASSOCIATION INC	1711 E BOULEVARD	CHARLOTTE	NC	28203
6174033	BISCHOFF SCOTT C & KATHERINE T	3235 TILLOT DR	MATTHEWS	NC	28105
6174034	THURAU HERBERT T & WF DEBORAH L	4023 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174035	TUCKER DAVID B	PO BOX 7	PAGELAND	SC	29728
6174035	TUCKER DAVID B	PO BOX 7	PAGELAND	SC	29728
6174036	POSTON WILLIAM K & PAMELA J	4035 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174037	HIGGINS THOMAS D JR & SHELLEE T	1005 CLOVER CREST DR	WEDDINGTON	NC	28104
6174038	TAN DENNIS	1009 CLOVER CREST LN	MATTHEWS	NC	28104
6174039	MAKEPEACE ROBERT D & SUE TAN	1012 CLOVER CREST LN	MATTHEWS	NC	28104
6174039	MAKEPEACE ROBERT D & SUE TAN	1012 CLOVER CREST LN	MATTHEWS	NC	28104
6174040	RICHARDSON TIM GEORGE CROW	1008 CLOVER CREST LN	WEDDINGTON	NC	28104
6174041	TURPIN DOUGLAS C	1004 CLOVER CREST LN	WEDDINGTON	NC	28104
6174042	HESS LEONARD A & KARA L	1000 CLOVER CREST LN	MATTHEWS	NC	28104
6174043	UNDERWOOD DONNA S	4049 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174044	EECHAMBADI NARASIMHAN V & BEENA S	4061 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174045	MCCABE KEVIN & MARGARET	4065 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174046	KADER ABDUL	4069 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174047	COLLINS MICHAEL J TRUSTEE	4074 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174048	CALABRETTA ARTHUR M & WF SHARON A	4066 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174049	FUCHS DAVID & JENNIFER	4062 BLOSSOM HILL DR	WAXHAW	NC	28173
6174050	FACCONE DOMINIC M & ANTOINETTE V	4058 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174051	BUTLER MICHAEL L & KATHY	4054 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174052	FISHER THOMAS F & MARIE A	4050 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174053	ALLEN DALLAS L II & MONIQUE L	4046 BLOSSOM HILL DR	MATTHEWS	NC	28104

b. Adjoining Property Owners plus Owners of Parcels that touch a 1,300 foot buffer around the property

2. Names and Addresses

6174054 MALAK ASAAD	8042 PROVIDENCE RD SUITE 800	CHARLOTTE	NC	28277
6174055 LEDSINGER RICKI L	4040 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174056 PATEL NISHITH & WIFE GEMINI	4036 BLOSSOM HILL DR	MATTHEWS	NC	28104-7715
6174057 BOUKIDIS PETE A & GEORGETTE P	4032 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174058 ROWLEY STEVEN J & MICHELLE	4028 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174059 GRUE JOHN ANTHONY	4024 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174060 BOMMANABOYINA KRISHNA & NIRPUAMA ANG	7123 THREE WOOD DR	MATTHEWS	NC	28104
6174127 WILLOW TRACE LANE INVESTMENTS LLC	7034 WILLOW TRACE LN	MATTHEWS	NC	28104
6174128 SMITH JAMES & WIFE SHARON	P O BOX 241689	CHARLOTTE	NC	28224-1689
6174129 YEAGER LAWRENCE R & ELEANOR L	7029 WILLOW TRACE LN	MATTHEWS	NC	28104
6174381 HIGHGATE HOMEOWNERS ASSOCIATION INC	P O BOX 3340	FORT MILL	SC	29708
6174382 HIGHGATE HOMEOWNERS ASSOCIATION INC	P O BOX 3340	FORT MILL	SC	29708
6174391 MACNEIL HOMES LLC	6701 FAIRVIEW RD STE A	CHARLOTTE	NC	28210
6174392 MACNEIL HOMES LLC	6701 FAIRVIEW RD STE A	CHARLOTTE	NC	28210
6174393 MACNEIL HOMES LLC	6701 FAIRVIEW RD STE A	CHARLOTTE	NC	28210
6174394 MACNEIL HOMES LLC	6701 FAIRVIEW RD STE A	CHARLOTTE	NC	28210
6174395 MACNEIL HOMES LLC	6701 FAIRVIEW RD STE A	CHARLOTTE	NC	28210
6174396 MARX JEFFREY J	1602 PEARLSTONE LN	MATTHEWS	NC	28104
6174397 SCHRAMM JEFF	1610 PEARLSTONE LN	WEDDINGTON	NC	28104
6174398 MARX JEFFREY J & JANETTE	1602 PEARLSTONE LN	MATTHEWS	NC	28104
6174399 BUGG PROPERTIES LLC	4092 BLOSSOM HILL DR	WEDDINGTON	NC	28104
6174400 MOTAN ABDUL H	3558 TALWYN CT	CHARLOTTE	NC	28269
6174401 COLLINS MICHAEL J	4074 BLOSSOM HILL DR	MATTHEWS	NC	28104
6174403 AKHTER PERVEZ & AKHTER BUILDERS INC	4101 HIGHT RIDGE RD	CHARLOTTE	NC	28270-1626
6174404 DAVIS JAMES H S II	1613 PEARLSTONE LN	MATTHEWS	NC	28104
6174405 RYAN GAIL T TRUSTEE	1621 PEARLSTONE LN	MATTHEWS	NC	28104
6174406 MACNEIL HOMES LLC	6701 FAIRVIEW RD STE A	CHARLOTTE	NC	28210

c. Existing Easements

Parcels 06150044, 44D, 44E.

In 2004, approximately forty four acres of the Hunter Farm were placed into a conservation easement managed by the Catawba Lands Conservancy. This easement forever protects the farm from future development and ensures the farm will be used for agricultural or forestry production. The Catawba Lands Conservancy, CLC, is a non-profit land trust that works with private landowners to protect natural habitat, water quality, and open space. The Conservancy is a regional land trust that permanently protects natural landscapes in the six counties surrounding the Charlotte metropolitan region.

Please see accompanying map for boundaries. Note there are three parcels that are not included in the Easement.

Egress/ ingress easement along the southern boundary crossing over the property of Weddington United Methodist Church to Weddington Church Road.

Parcel number 01650047

Entire parcel is deed restricted for conservation use.

Parcel number 01650048A.

45 foot Egress/ingress easement shown on northern boundary will be vacated as the purpose of this easement is no longer valid.

The Providence Road Tract: A proposed 45 foot ingress and egress easement is annotated on the northern boundary of the survey map. This easement will be vacated, as it's original purpose no longer exists.

All other easements are noted on the boundary surveys.

d. Proposed Principle Uses

1. Farm

The Hunter Farm has been in our family since circa 1868. It has been in continuous operation since that time, supporting five generations of farmers. Sometime in the early 1980's, Uncle Jim began engaging in what is now officially known as agri-tourism. In 1991, after retiring from military service, my family moved back to Weddington and built our home on the farm. Through the years the operation has expanded. In 2004, the family placed the farm under the protection of the Catawba Lands Conservancy, CLC, conservation easement, which will ensure its continuous operation in agriculture or forestry. In 2004, the town of Weddington adopted an agri-tourism ordinance but The Hunter Farm was considered "grandfathered" in and has been operating without an official conditional use permit. It has been the opinion of the past Town Planners that if additional acreage was added to the operation, a permit would be required. Additionally, it is the stated opinion of Attorney Fox, that the operations currently under way may continue, regardless of the outcome of this application. It should also be noted, that production of agricultural products is the foundation of our farming operation, and should not be considered as part of this application. Agriculture is regulated by the NCDA and US Commerce Department.

Current Operations: While we are "officially" open year round, the bulk of our business is concentrated during the spring and fall months and is weather dependent. In addition to our educational farm tours, we host weddings, birthday parties, corporate events, scouting events, graduation and prom parties, charity events, family reunions, summer camp, outdoor worship services and catch and release fishing. We are also the site for "Wake up to Ag Day" for the Weddington and Marvin Ridge HS cluster.

For a complete listing of our current programs please visit our website at www.thehunterfarm.org.

Future programs and activities under consideration for expansion include:

-- Concessions

-- Sell of locally grown agricultural and horticultural products: NC Mountain apples, Union County grown flowers, grass fed beef, free range eggs, jams and jellies.

-- Sponsoring a 4-H chapter

-- Partnering with SPCC to develop a sustainable agriculture curriculum "Farm to Fork".
Growing your own food"

-- Developing a community gardening program in partnership with the Master Gardners Organization and Future Farmers of America from local High Schools.

-- Other agricultural, horticultural, forestry and environmental science programs that are agricultural in nature. For example: "How to win the battle against canker worms."

Current facilities: A full inventory of all farm structures is included in the packet. However, not all of these are used for the agri-tourism programing and therefore are not accessible to the public.

The animal exhibit areas are in compliance with NCDA guidelines for petting barns. There are four

(4) irrigation/fishing ponds. Porta Jons and hand washing stations are provided and serviced as recommended by Union County Environmental Health. Parking facilities, grass, gravel and a combination of both, can accommodate 300+ vehicles. Parking attendants are on duty during high traffic periods. We can comfortably accommodate 250 people per hour with the average length of stay approx 90 minutes. Special events average 2-4 hours. All facilities are ADA compliant. There are three private residences located on the property but are not included in the agri-tourism activities.

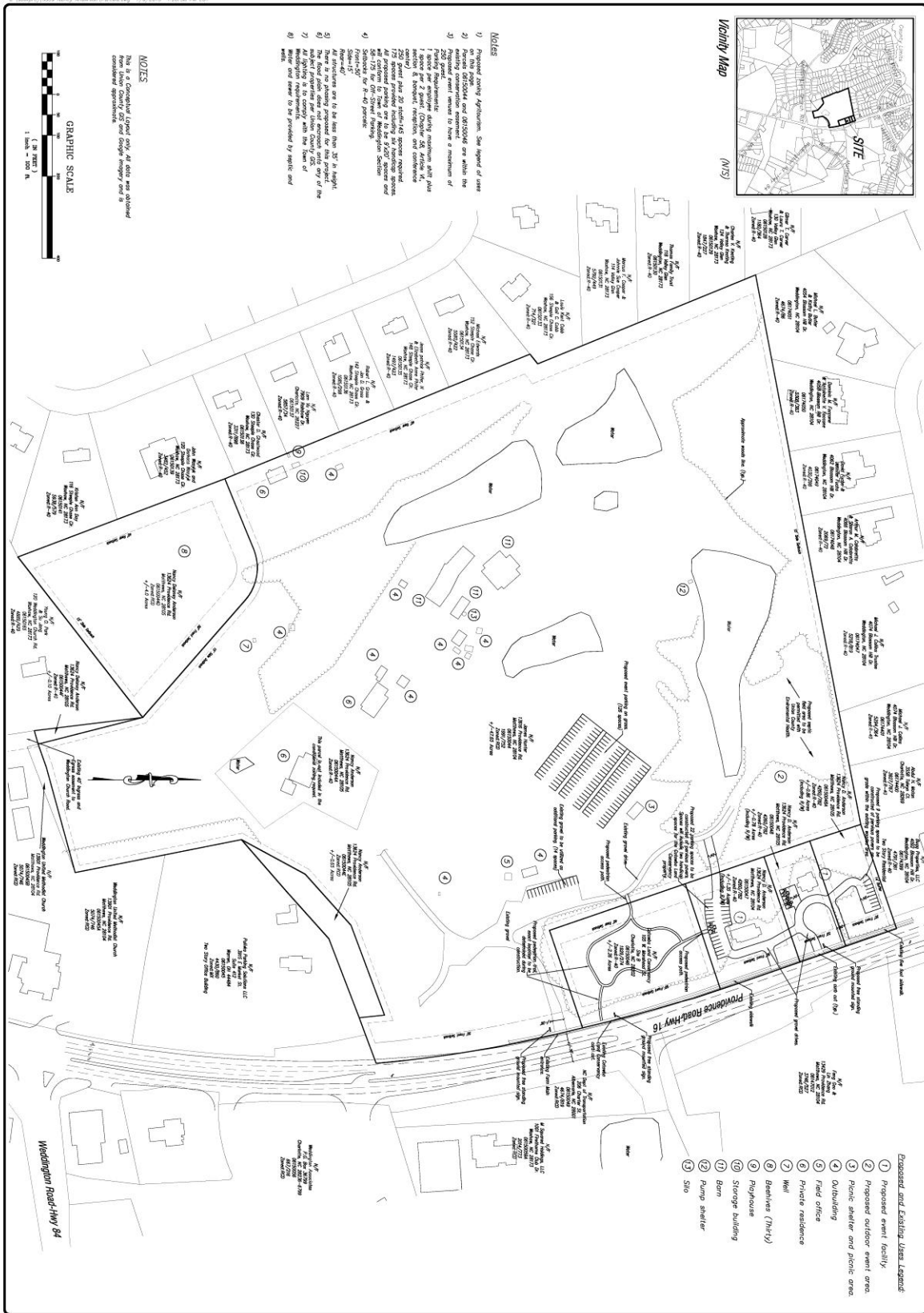
d. Proposed Principle Uses

1. Farm (Continued)

Traffic pattern: The farm can be accessed from Providence Road and Weddington Church Road. Please see attached map. There are 3 entrances on Providence Road. The service entrance is actually located on the Providence Road Tract near the northern border, just south of the Highgate subdivision. The main entrance serves the farm and 2 private residences. The third entrance is pedestrian only and is located near the southern boundary across from the shopping area. (This will have to be abandoned soon when turn lanes are modified on Providence Road to accommodate nearby development.) Weddington Church Road provides access from the southern border onto the farm for service vehicles, pedestrians and private residents. Private gates along the southern and northern boundary provide pedestrian access only into the Steeplechase and Highgate neighborhoods per request of the property owners. All vehicle traffic access onto Providence Road is right-in, right out. Northbound and southbound, protected left over turn lanes provide safe turning movements within several thousand feet.

d. Proposed Principle Uses

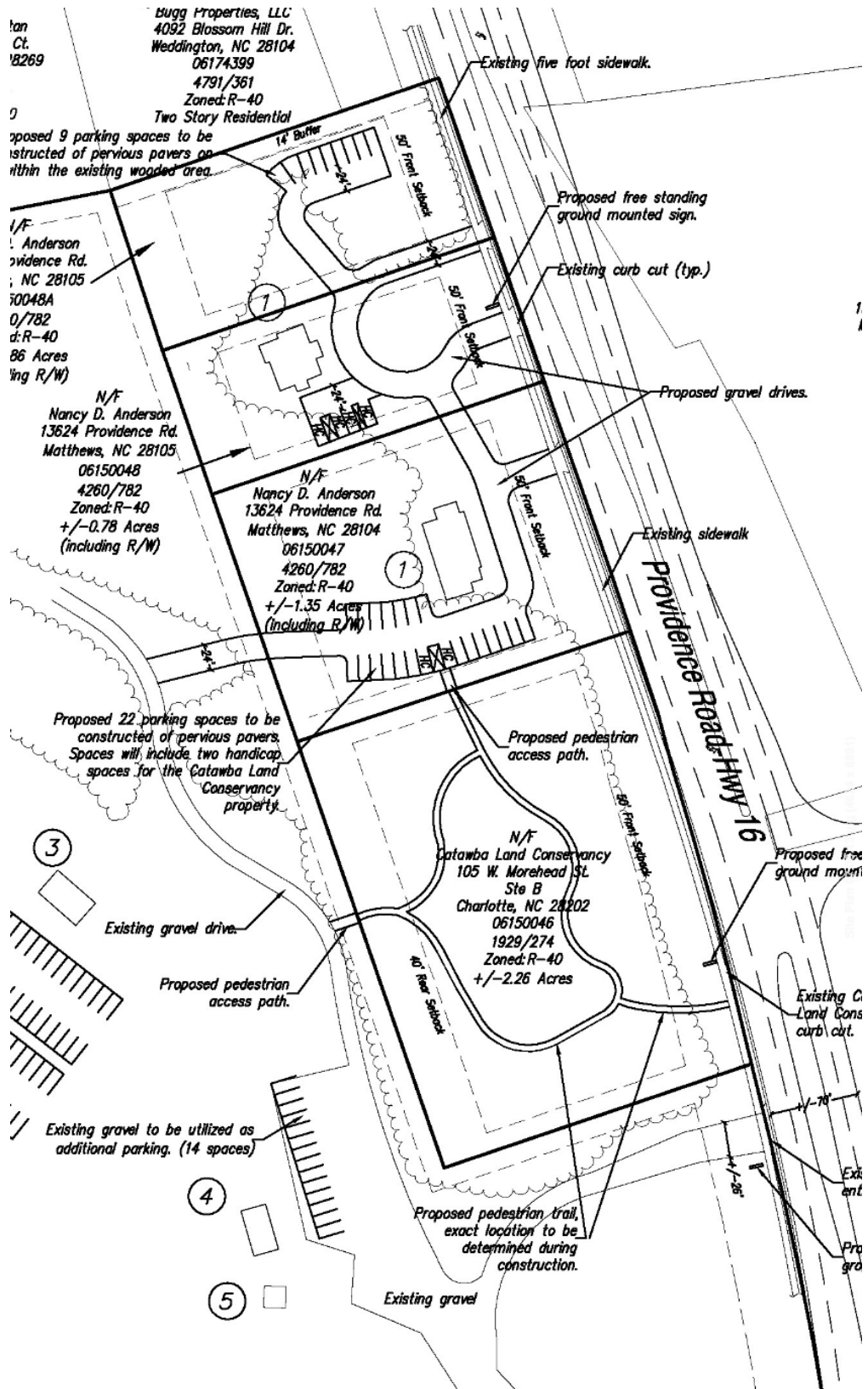
2. Site Plan for Providence Road Tract & Catawba Lands Conversancy Tract



<p>C-2.0</p>	<p>Conditional Zoning Site Plan</p>		<p>LAWRENCE ASSOCIATES 106 W. Jefferson St. Mooresville, North Carolina 28112 Phone: 704-666-9999 Fax: 704-666-9035 www.lawrenceassociates.com Firm License Number: C-3856</p>	<p>Anderson Agritourism 18654 Providence Road Matthews, NC 28105 Phone: 704-564-5897</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>05/09/17</td> <td>ISSUED</td> </tr> <tr> <td>2</td> <td></td> <td>ADDRESSED TOWN REVIEW COMMENTS</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	05/09/17	ISSUED	2		ADDRESSED TOWN REVIEW COMMENTS
NO.	DATE	DESCRIPTION												
1	05/09/17	ISSUED												
2		ADDRESSED TOWN REVIEW COMMENTS												

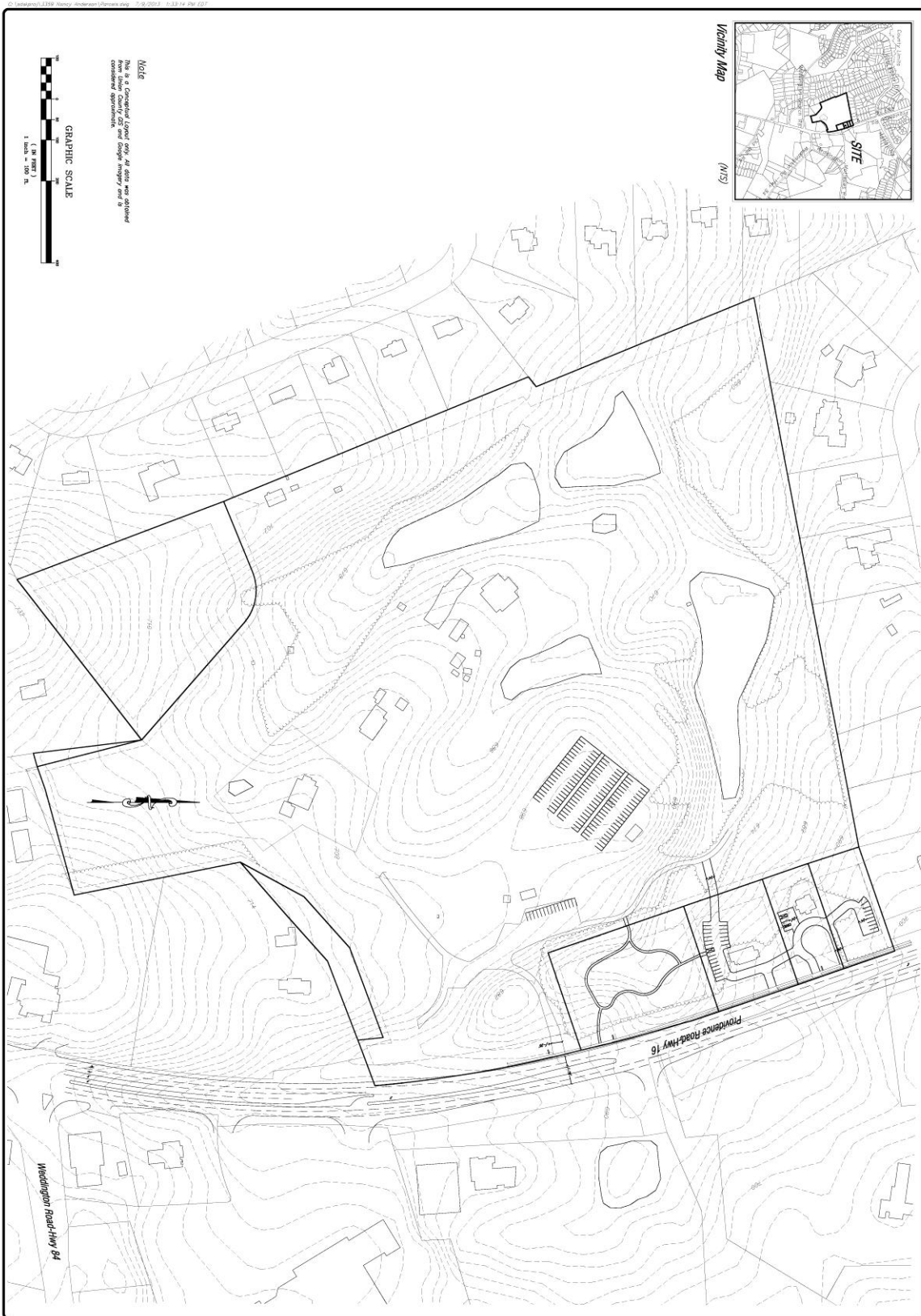
d. Proposed Principle Uses

2. Site Plan for Providence Road Tract & Catawba Lands Conservancy Tract (Zoom in to Providence Rd and Catawba Lands Conservancy Tract)



d. Proposed Principle Uses

2. Site Plan for Providence Road Tract & Catawba Lands Conversancy Tract (with topo)



C-21
12/2016

Conditional Zoning Topographic Layout			
DESIGNED BY	COL	DESIGNED BY	COL
DATE	06/16/13	DATE	06/16/13
SCALE	1" = 100'	SCALE	1" = 100'
PROJECT NO.	3250	PROJECT NO.	3250



LAWRENCE ASSOCIATES
 106 W. Jefferson St.
 Mooresville, North Carolina 28112
 P: 704-283-7511 F: 704-283-9320
 www.lawrenceassociates.com
 Firm License Number: C-2858

Anderson Agritourism
 15624 Providence Road
 Matthews, NC 28105
 Phone: 704-564-5697

NO.	DATE	BY	REVISION

e. Traffic Impact Analysis (Access Points, Potential Parking Capacity for Hunter Farm)

July 10, 2013

Ms. Bonnie Fisher
US Infrastructure
1043 E. Morehead Street
Charlotte, NC 28204

Dear Ms. Fisher,

I am applying for a conditional zoning permit in the Town of Weddington. Section 58. states a traffic impact analysis study may be needed if deemed necessary by the town engineer. I am asking for a preliminary assessment from you before my package moves forward through the rigorous approval process. I have included a summary of the pertinent information and a map of the study area for your convenience.

The properties are located on the west side of Providence Road between Highway 84 and Hemby Road. The study area includes parcel numbers, [06150044](#), 44D, 44E, 46, 47, 48, 48A.

Parcels [06150044](#), 44D, 44E are the location of an on-going agri-business.

Current Status: In addition to our regular farming operations we host approximately 10,000 visitors annually to our farm.

About half of those arrive on buses, the remaining half in POVs. Peak traffic volumes are 9am-noon, Monday - Friday, and 9am-6pm on Saturday, Sunday 1-6pm, April- May and again October - November. Public access is from the main entrance on Providence Road, a four lane divided highway. The entrance is served by a right in, right out movement. There are two protected left over turn lanes, one for north bound and one for south bound located within 5000 feet.

Proposed use: No significant changes

Requested changes: None

Parcel [06150046](#):

Current use: This parcel is in a deed restricted conservation easement. There is no development on the property. It is accessed by a right in, right out driveway cut, but it is not in use at this time.

Proposed use: Nature trail. Trail will be accessed from adjoining property and from the sidewalk along Providence Road.

There will be no vehicle traffic on this parcel. The entrance will be closed to all vehicular traffic except for emergency vehicles. Projected peak traffic volumes; less than 25 cars, which will be using the entrance on parcel # [06150044](#) and 47.

Requested Changes: None

Parcel numbers [06150047](#), 48, 48A

Current use. Single family dwellings. Parcel 47 is occupied, 48 is unoccupied, 48A is vacant.

Each lot is served by a single driveway cut; right in, right out and a north and southbound protected left over.

Proposed use. Event center. Projected peak traffic volumes. 125 cars weekend nights.

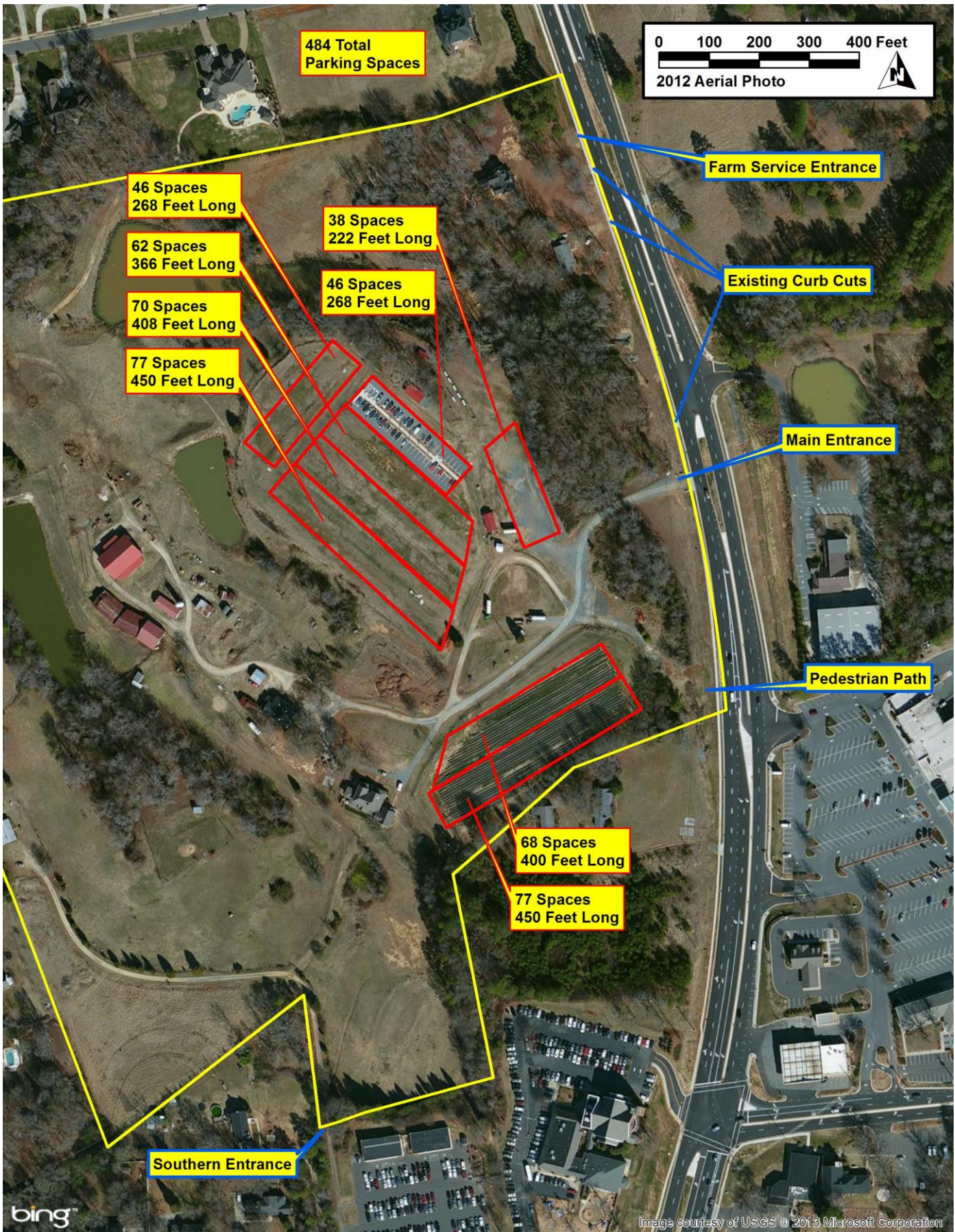
Requested changes: None

Attached is a recent traffic study performed by Stantec, for parcel number, ----r which adjoining the study area. It provides detailed information re: traffic volumes along the Providence Road corridor and the intersections of Hemby Road and Highway 84.

In summary, the projected volume of this project is approximately 300 additional vehicles per week during non peak hours, on non peak travel days. The current turning movements and present driveway cuts are adequate. We are not requesting any changes in the present facility.

Thank you for your assistance in this matter.

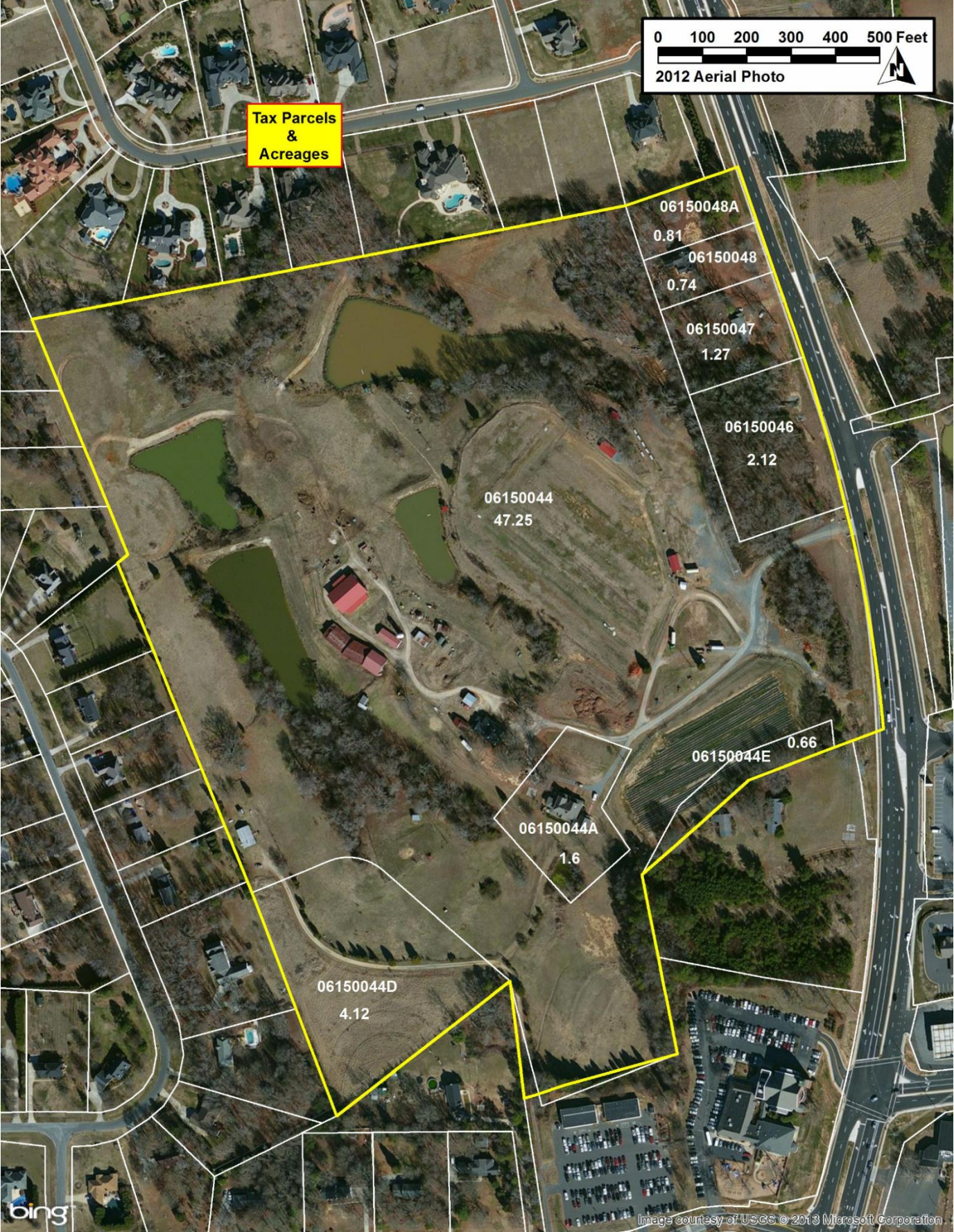
Respectfully,
Nancy Anderson
The Hunter Farm
[\(704\) 564-5897](tel:(704)564-5897)



e. Traffic Impact Analysis (Zoom in Illustration of Potential Parking Capacity for Hunter Farm)



f. Lot Sizes



g. Existing Structures

1. Aerial photo with structures labeled



g. Existing Structures

2. List of Building Names and Dimensions

Building Number	Building Name	Approx Width	Approx Length	Approx Height
1	Private Residence	26	43	12
2	Storage Building	8	8	10
3	Playhouse	4	6	9.5
4	Farm Outbuilding	8	9.6	7
5	Farm Outbuilding	13.8	10.2	8.7
6	Well House	5.5	5	4.5
7	Farm Outbuilding	21	22	11
8	Private Residence	74	44	26
9	Farm Outbuilding	15.34	32	12
10	Farm Outbuilding	8	16	10.75
11	Farm Outbuilding	8	20	8.5
12	Tire Swing	26 dia.		
13a	Barn	44	50	24
13b	Barn	44	60	24
14	Milk Barn	18	60	11
15	Silo	10	10	34
16	Farm Outbuilding	20	34	10
17	Farm Outbuilding	10	16	10
18	Farm Outbuilding	11	17	9
19	Farm Outbuilding	10	10	8
20	Farm Outbuilding	12	12	12
21	Barn	72	72	30
22	Pump Shelter	10	10	8
23	Pump Shelter	12	16	12
24	Farm Outbuilding	8	6	7.5
25	Field Office	8	12	11
26	Farm Outbuilding	18	36	12
27	Picnic Shelter	18	36	12
28	Picnic Shelter	12	12	9
29	Private Residence	Not included in Application		
30	7 Beehives	3.6	2	4
32	Proposed Event Facility	65	46	29
33	Proposed Event Facility	69	28	17.5

g. Existing Structures
3. Building Photos

1



2



g. Existing Structures
3. Building Photos

3



4



g. Existing Structures
3. Building Photos

5



6



g. Existing Structures
3. Building Photos

7



8



g. Existing Structures
3. Building Photos

9



10



g. Existing Structures
3. Building Photos

11



12



g. Existing Structures
3. Building Photos

13a & 13b



14



g. Existing Structures
3. Building Photos

15



16



g. Existing Structures
3. Building Photos

17



18



g. Existing Structures
3. Building Photos

19



20



g. Existing Structures
3. Building Photos

21



22



g. Existing Structures
3. Building Photos

23



24



g. Existing Structures
3. Building Photos

25



26



g. Existing Structures
3. Building Photos

27



28



g. Existing Structures
3. Building Photos

29



30



g. Existing Structures
3. Building Photos

32



10



g. Existing Structures
4. Matthews Price House Elevations

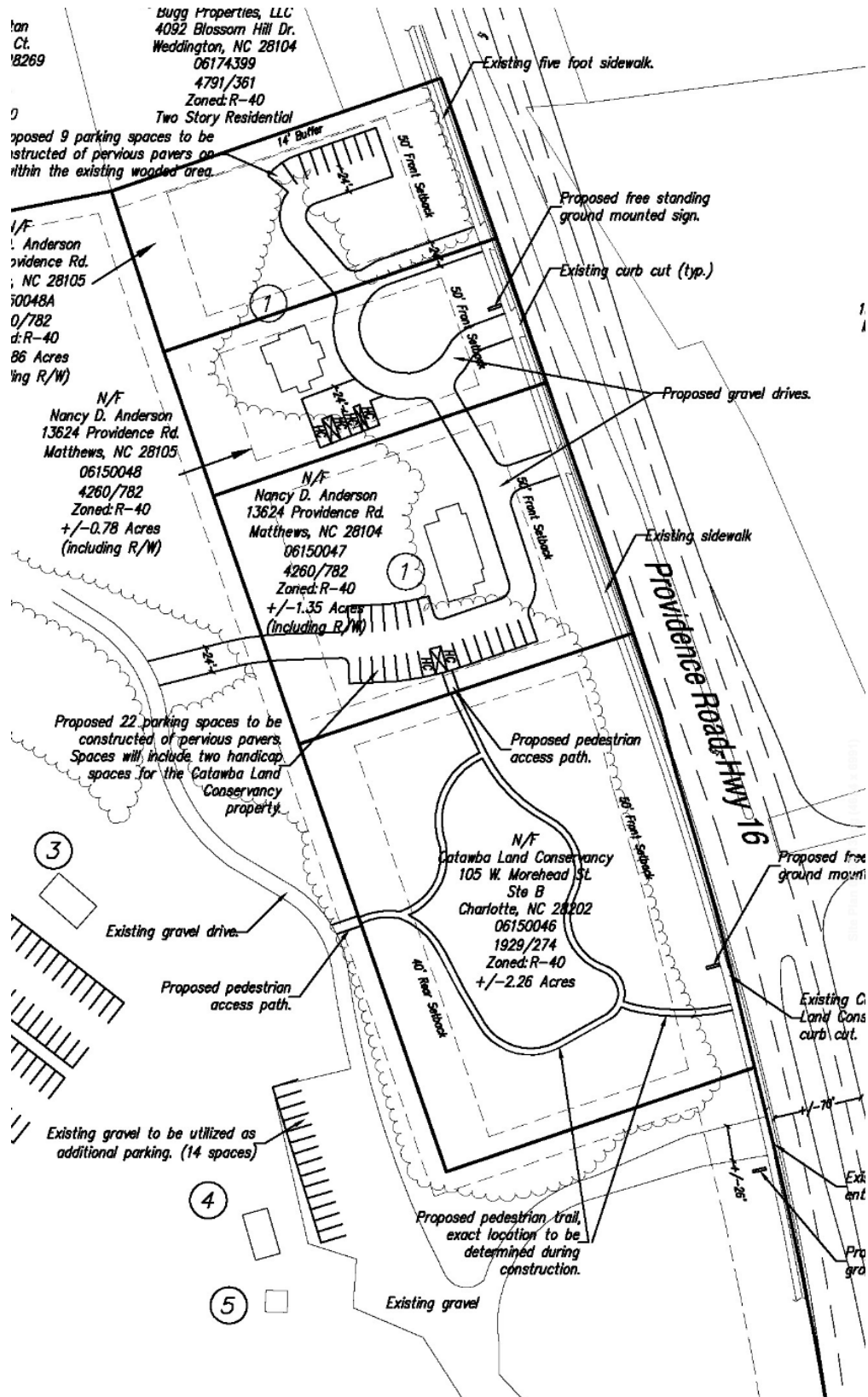


g. Existing Structures
5. Winchester House Photographs



h. Proposed Setbacks, Buffers and Landscaping

As shown on the Site Plan for Providence Road Tract & Catawba Lands Conservancy Tract (Zoom in to Providence Rd and Catawba Lands Conservancy Tract) below:



i. Existing & proposed access to public streets

Existing access to public streets are as shown on the aerial photo below. No new access points are requested herein.



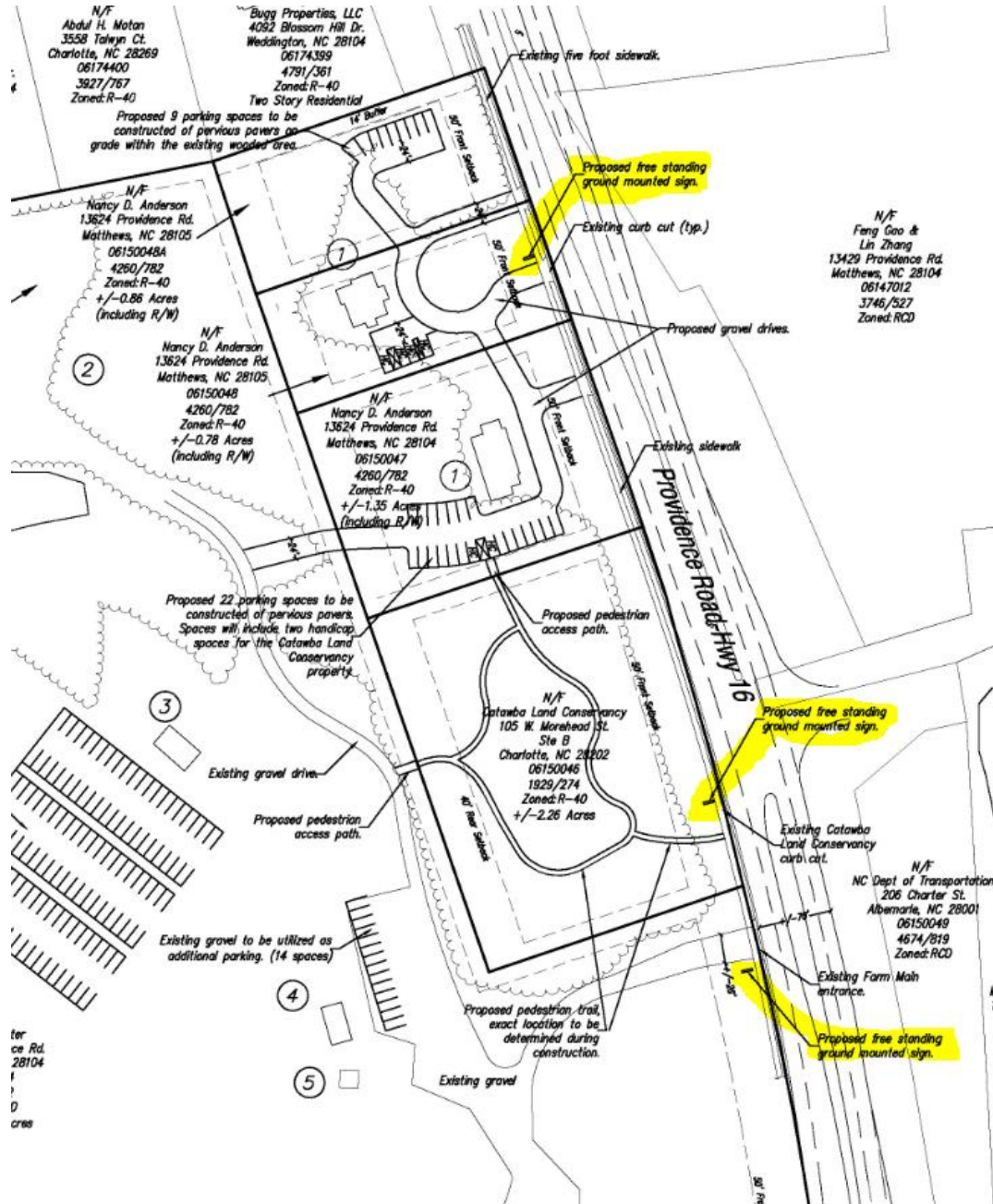
j. Phasing of the Project

The ongoing operation of the farm, parcel numbers 01650044, 44D, 49E, will remain on-going. If approved, we plan to develop the event center and nature trail con-currently.

However, the nature trail will likely be developed by service organization & voluntary and will be coordinated by the CLC & farm. The time line may vary. Additionally, this project is entirely outdoors and will be weather dependent.

k. Signage

As shown on the Site Plan for Providence Road Tract & Catawba Lands Conservancy Tract (Zoom in to Providence Rd and Catawba Lands Conservancy Tract) below:



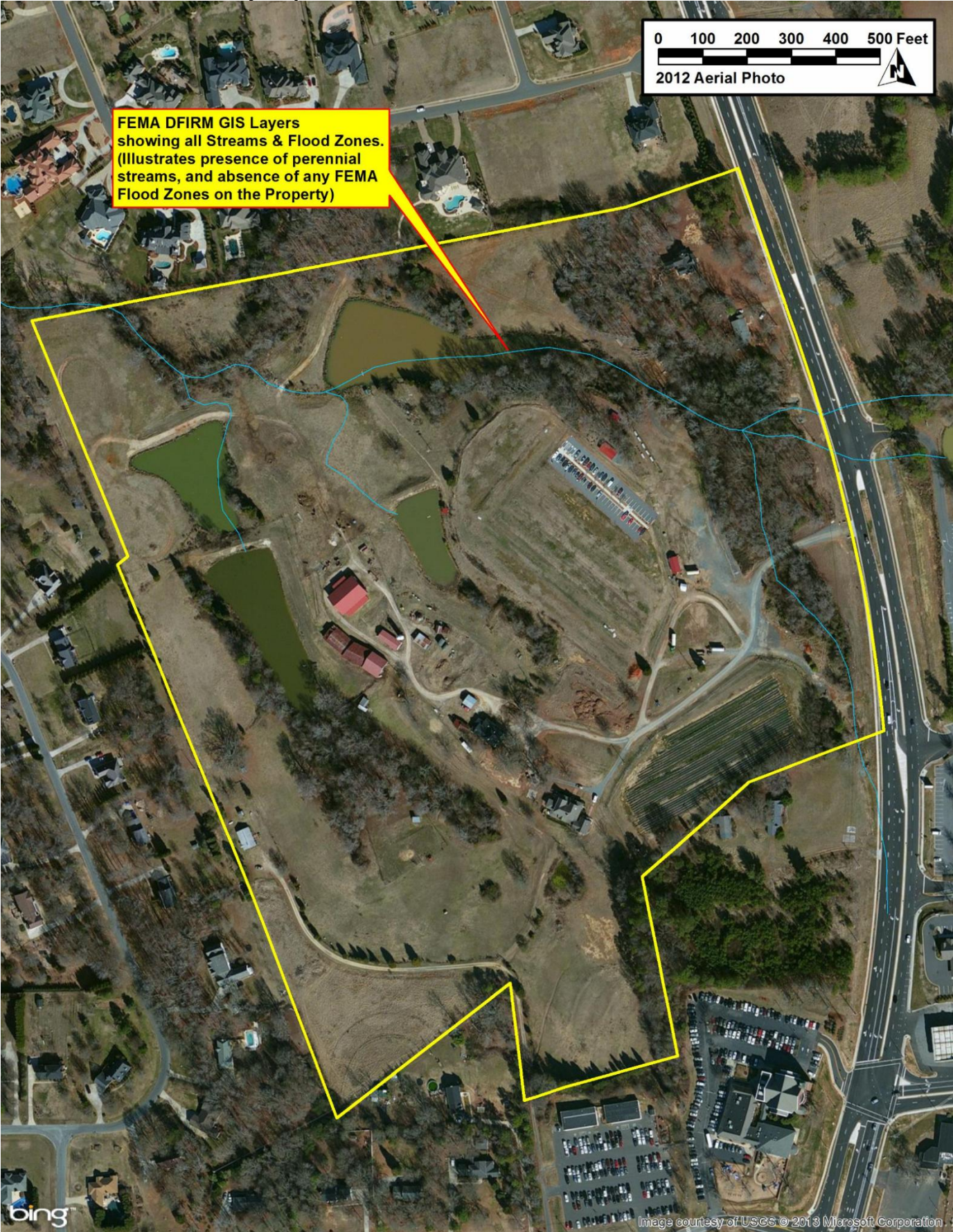
Proposal
 Free standing, ground signs with up lighting in compliance with Town of Weddington sign ordinance.

i. Exterior treatments of principal structures

Wood siding, architectural grade shingles. Exterior paint coordinating color palate historically correct to the time period of the Matthews Price house. Winchester House to have exterior modifications to closer match the era of the Matthews Price house.



m. Flood Hazard Boundary Maps



n. Topography Maps (Zoom out to entire area)

n. Topography Maps (Zoom in to Providence Rd Tract & CLC Tract)





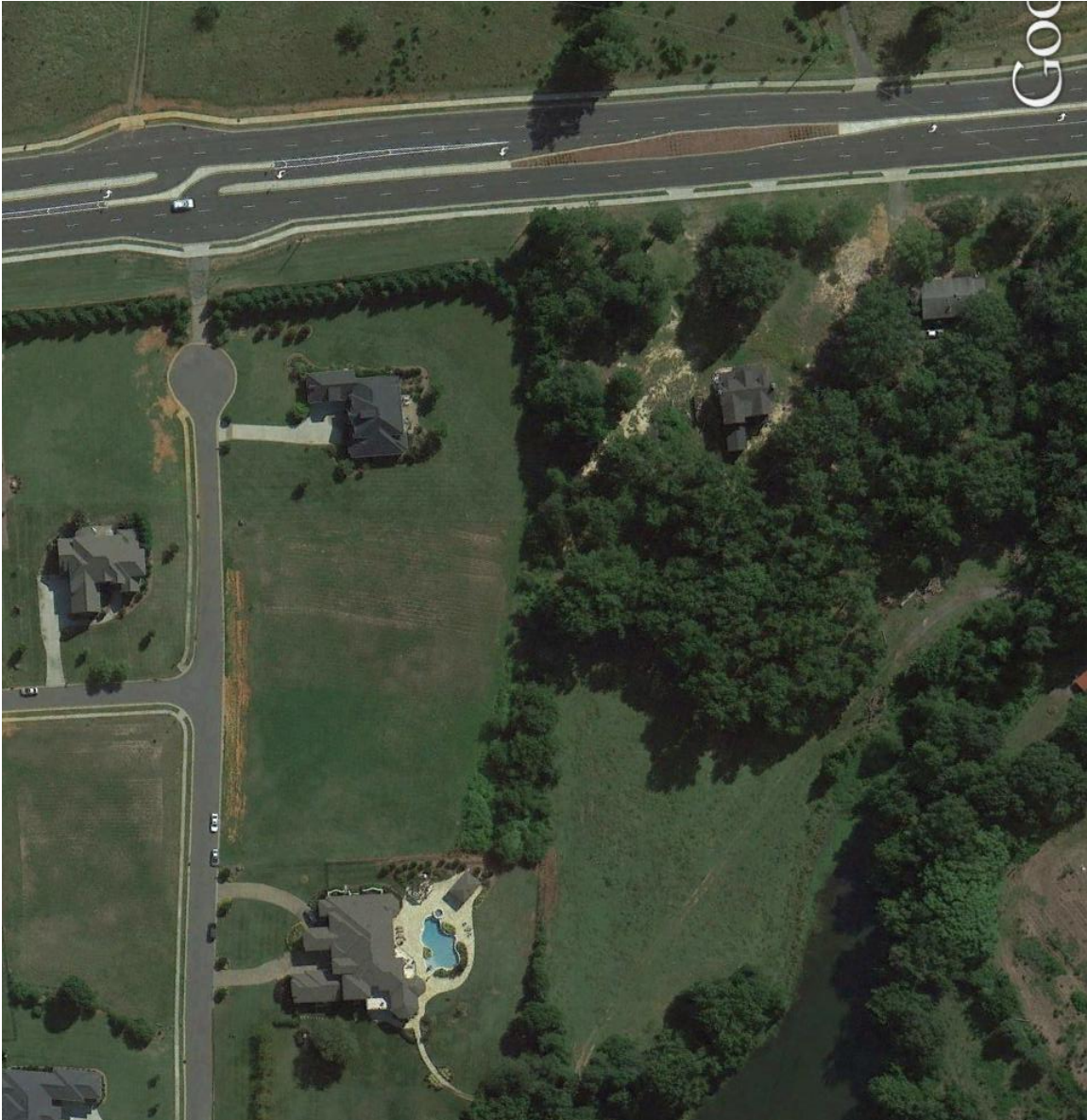
o. Scale of buildings relative to abutting properties

Ground level photos below illustrate that the adjoining property frontage is intentionally opaque landscape buffering to hide Highgate homes from street view.



o. Scale of buildings relative to abutting properties

Aerial photo below illustrates that the adjoining property frontage is intentionally opaque landscape buffering to hide Highgate homes from street view.



p. Lighting Plan

Entry: Lighting poles to match Weddington design along Providence Road.

Entry Drive: Moonlight lighting in trees shining on driveway (moonlight is a soft natural light similar to a full moon)

House: Front up lights on foundation plantings and flowers, sconces on porch. Rear sconces on house.

Landscaping: Festive outdoor decorative lighting.

All lighting will in accordance with Town of Weddington Lighting Ordinance Article 4 of chapter 14.

q. Audio Considerations

All sound level, ambient or mechanical, will be handled in accordance with Town of Weddington noise ordinances.

Friends of the farm respectfully request that you MOOOVE to approve this application.



From Evernote:

d. Proposed Principle Uses

The Hunter Farm: parcels 06150044, 44D, 44E

The farm has been in our family since circa 1868. It has been in continuous operation since that time, supporting five generations of farmers. Sometime in the early 1980's, Uncle Jim began engaging in what is now officially known as agri-tourism. In 1991, after retiring from military service, my family moved back to Weddington and built our home on the farm. Through the years the operation has expanded. In 2004, the family placed the farm under the protection of the Catawba Lands Conservancy, CLC, conservation easement, which will ensure its continuous operation in agriculture or forestry. In 2004, the town of Weddington adopted an agri-tourism ordinance but The Hunter Farm was considered "grandfathered" in and has been operating without an official conditional use permit. It has been the opinion of the past Town Planners that if additional acreage was added to the operation, a permit would be required. Additionally, it is the stated opinion of Attorney Fox, that the operations currently under way may continue, regardless of the outcome of this application. It should also be noted, that production of agricultural products is the foundation of our farming operation, and should not be considered as part of this application. Agriculture is regulated by the NCDA and US Commerce Department.

Current Operations: While we are "officially" open year round, the bulk of our business is concentrated during the spring and fall months and is weather dependent. In addition to our educational farm tours, we host weddings, birthday parties, corporate events, scouting events, graduation and prom parties, charity events, family reunions, summer camp, outdoor worship services and catch and release fishing. We are also the site for "Wake up to Ag Day" for the Weddington and Marvin Ridge HS cluster.

For a complete listing of our current programs please visit our website at www.thehunterfarm.org.

Future programs and activities under consideration for expansion include:

- Concessions
- Sell of locally grown agricultural and horticultural products: NC Mountain apples, Union County grown flowers, grass fed beef, free range eggs, jams and jellies.
- Sponsoring a 4-H chapter
- Partnering with SPCC or other entities to develop a sustainable agriculture curriculum "Farm to Fork". Growing your own food"
- Developing a community gardening program in partnership with the Master Gardners Organization and Future Farmers of America from local High Schools.
- Other agricultural, horticultural, forestry and environmental science programs that are agricultural in nature. For example: "How to win the battle against canker worms."

Current facilities: A full inventory of all farm structures is included in the packet. However, not all of these are used for the agri-tourism programming and therefore are not accessible to the public.

The animal exhibit areas are in compliance with NCDA guidelines for petting barns. There are four (4) irrigation/fishing ponds. Porta Jons and hand washing stations are provided and serviced as recommended by Union County Environmental Health. Parking facilities, grass, gravel and a combination of both, can accommodate 300+ vehicles. Parking attendants are on duty during high traffic periods. We can comfortably accommodate 250 people per hour with the average length of stay approx 90 minutes. Special events average 2-4 hours. All facilities are ADA compliant. There are three private residences located on the property but are not included in the agri-tourism activities.

Traffic pattern: The farm can be accessed from Providence Road and Weddington Church Road. Please see attached map. There are 3 entrances on Providence Road. The service entrance is actually located on the Providence Road Tract near the northern border, just south of the Highgate subdivision. The main entrance serves the farm and 2 private residences. The third entrance is pedestrian only and is located near the southern boundary across from the shopping area. (This will have to be abandoned soon when turn lanes are modified on Providence Road to accommodate nearby development.) Weddington Church Road provides access from the southern border onto the farm for service vehicles, pedestrians and private residents. Private gates along the southern and northern boundary provide pedestrian access only into the Steeplechase and Highgate neighborhoods per request of the property owners.

All vehicle traffic access onto Providence Road is right-in, right out. Northbound and southbound, protected left over turn lanes provide safe turning movements within several thousand feet.

2). **Catawba Lands Conservancy: Parcel: 01650047** This property was donated by the town of Weddington to the CLC and carries deed restrictions that restrict the use of the property to conservation purposes, passive recreation and outdoor environmental purposes only. One of the goals the of the CLC is to promote the awareness of, and appreciation for, conservation land. This unique property can also demonstrate how commercial development, agriculture, residential and institutional development can co-exist when well planned. Dave Cable, former Director of the CLC, put it this way, "I am a capitalist.....I do not see conservation and economic development as being mutually exclusive. I see them as being complementary."

This can be accomplished in part, by allowing public access to conservation lands. However, due to the size constraints of this particular parcel, that has not been possible in the past. The Hunter Farm and the CLC have agreed in concept to a partnership whereby the farm and the CLC share facilities. Specifically, parking, bathroom facilities, grounds maintenance, storage area, garbage pickup and supervision of the property during hours of operation.

The proposed principal use will be a nature trail that will highlight native species and maintain a natural habitat for wildlife.

Current operations: None. The property has become overgrown with invasive species and still has rubbish and debris present from the previous owners. The well has been permanently capped for safety reasons. There is an existing driveway cut per NCDOT protocol.

Proposed additions to facility and programs: The trail will be open during normal daylight business hours of the farm. Parking facilities will be located on the farm and Providence Road tract, thereby minimizing disruption of the ecosystem. The trail will be accessible from the parking areas and from the sidewalk on Providence Road. Split rail fencing is being considered along portions of the Providence Road boundary. The driveway cut will be for emergency vehicles only.

No structures are planned for the property with the possible exception of a small footbridge, 2-3 benches, re-cycle bins and steps leading to the parking areas.

The exact location and design of the trail has not yet been determined, as this will be impacted by the plant life and wildlife trails. However the trail will be ADA compliant. Hours of operation will coincide with ours daylight hours of operation of the farm.

The project will likely be completed by service groups such as scouting organizations and environmental clubs as well as CLC volunteers. It is anticipated that all the work will be completed prior to opening the trail.

Small identification signs, not visible from the road, will be used to identify plant species. All other directional and informational signage will be in compliance with the town ordinances. The entrance sign will be lit in accordance with the town ordinance. No additional lighting is anticipated.

There are no marginal lands, or areas within the regulatory floodplain as shown on official Flood Hazard Boundary Maps for Union County.

3) Providence Road Tract Parcels 01650047, 48, 48A

Proposed principal uses: Simply put, this historic house, known as the Matthews-Price House and the adjacent single family dwelling, will provide all weather facilities for our on - going programs. It will also function as an event center for community activities as well as private functions.

Examples: Unique wedding venue, enhanced corporate meeting space, special occasion Sunday brunch such as Mother's Day, Easter. Youth leaders could host a Friday night coffee bar and outdoor movies for local teens. Wine tasting events hosted by local eateries, exhibition space for the Weddington Garden Club and future Art Guild. SPCC has expressed interest in developing a sustainable agricultural program. We are consulting with experts in "backyard farming" and plan to become a teaching/demonstration farm to promote suburban agriculture. The NC Cooperative extension agency is looking for space on this side of the county to offer their home demonstration and master gardening programs. Sally McNeil, Home Demonstration Agent, is consulting on the project to design a demonstration kitchen.

Current facilities: Two structures are on the property. The historic house, located on parcel 01650048A, is being renovated and is unoccupied at this time. Renovations are being coordinated with the UC Building Inspections Dept and the Historical Commission. The single story home, located on parcel is a single family dwelling and is occupied. There are two remaining wells on the property, neither of which are currently in use. There is access to county water. There is no access to county sewer and septic systems will be designed in accordance with UC Environmental Health Regulations.

Planned improvements: Landscaping will include decks and patios, water feature, outdoor cooking space, covered picnic areas and outdoor storage building. Front and rear porches will be added to the single story dwelling.

Traffic pattern: Existing driveway cuts are adequate. The recent improvements to Providence Road provide safe turning movements and capacity. In order to preserve the overall aesthetic appeal and to minimize the environmental impact, the concept of "parking in the trees" will be used. This technique requires minimal grading, which preserves root structure of existing trees, and uses pervious open pavers and other surfaces to optimize the natural absorption of water. Thirty parking spaces are planned on the Providence Road tract, including ADA parking for both the nature trail and the event centers. Internal drives and pedestrian walkways will connect the parking facilities on the main farm. Valet parking will be an option for larger events.

Signage and Lighting : Signage and Lighting will be in compliance with the town ordinances.

There are no marginal lands, or areas within the regulatory floodplain as shown on the official Flood Hazard Boundary maps of Union County.

STATE OF NORTH CAROLINA

COUNTY OF UNION

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

WHEREAS, Providence has obtained funding for the Renovations from a local financial institution, which required Providence to obtain a construction loan to fund the improvements; and

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

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

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

valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Providence and Town, Providence agrees to renovate and improve the Property by obtaining a construction loan from Branch Banking & Trust Company (“Lender”) in an amount of Eight Hundred Thousand Dollars (\$800,000.00) plus accrued interest (“Construction Loan”). Providence shall begin construction of the Renovations by August 19, 2013 and all Renovations shall be made and completed no later than February 28, 2013.

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

3. **Purchase Price: Method of Payment.** The Purchase Price for the Property shall be the aggregate amount of the Construction Loan, costs for engineering, architectural and other professional services, and Earnest Money (“Purchase Price”); provided that the Purchase Price shall not exceed One Million Dollars (\$1,000,000.00). Two Hundred Twenty Thousand Dollars (\$220,000.00) of the Purchase Price shall be a credit for an appropriation made by Town to Providence on _____ 2013, the receipt and sufficiency of which are hereby acknowledged by Providence. The remainder of the Purchase Price (not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000.00)) shall be paid by Town to Providence within ten (10) days following written notification to the Town of the issuance of the certificate of occupancy (the “Closing Date”).

4. **Method of Acquisition.** With the receipt of the Purchase Price, Providence shall convey and the Town shall acquire and own one hundred percent (100%) fee simple interest in the Property.

5. **Closing.** The closing of the purchase of the Property (herein called “Closing”) shall be held at the Weddington Town Hall, 1924 Weddington Road, Weddington, North Carolina, 28104, at such time and on such date (“Closing Date”) as shall be specified by written notice from Town to Providence; provided, however that the Closing Date shall be on or before _____, 20__ (“Final Closing Date”).

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

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

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

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

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

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

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

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

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

(c) Town shall have thirty (30) days after the Effective Date (herein called the "Due Diligence Date") in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Town and whether the Town will accept ownership of the Property. In the event that Town shall determine, in Town's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Town, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence on or before the Due Diligence Date, in which case all rights and obligations of the parties under this Agreement shall be governed by Section 15 of this Agreement.

7. **Prorations and Adjustments to Purchase Price.**

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

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

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

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

8. **Title.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Costs of Closing.** Providence shall pay for the preparation of the Deed, state transfer stamps to be affixed to the Deed, and any other transfer taxes, all recording costs and other costs relating to any title clearance matters and Providence's attorneys' fees. Town shall pay all recording costs relating to the purchase by Buyer of the Property, the cost of any survey obtained pursuant to Section 8 hereof, the premium for any owner's policy of title insurance issued in favor of Town insuring Town's title to the Property and Town's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Termination and Remedies.**

(a) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Town under this Agreement, then following not less than ten (10) days prior written notice to Town and opportunity to cure, the Earnest Money shall serve as full liquidated damages for such default. Providence and Town acknowledge that Providence’s actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Providence’s and Town’s best estimate of such damages, and that Providence and Town believe such liquidated damages are a reasonable estimate of such damages. Providence and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town’s default and as compensation for Providence’s taking the Property off the market during the term of this Agreement. Such Liquidated Damages shall be the sole and exclusive remedy of Providence by reason of a default by Town under this Agreement, and Providence hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that Providence’s actual damages exceed the Liquidated Damages which is herein provided.

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

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

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

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

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

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

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

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

21. **General Provisions.**

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

Providence Volunteer Fire
Department : _____

Attention: _____
Facsimile: _____

Town of Weddington: _____

Facsimile: _____

with a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PROVIDENCE VOLUNTEER FIRE
DEPARTMENT**

By: _____

Print Name: _____

Title: _____

Date: _____

TOWN OF WEDDINGTON,
a North Carolina municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit “A”

[Legal Description of “Land” to be attached]

Exhibit ‘B’

[“Permitted Exceptions” to be attached]

Exhibit “C”

[Form General Warranty Deed to be attached]

Exhibit “D”

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

Exhibit “E”

[Form Fire Suppression Service Agreement to be attached]

Exhibit “F”

[Form of Lease Agreement to be attached]

NORTH CAROLINA

UNION COUNTY

FIRE SUPPRESSION AGREEMENT

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

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

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

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

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

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

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

1. **SERVICE RESPONSIBILITY-FIRE SUPPRESSION**. Throughout the term of this Agreement, the Department, its units and personnel shall be routinely dispatched by the Union County Communications Center to all structure related fire emergencies in the Town as defined by the Office of the State Fire Marshall. In addition the Department shall be dispatched to all non-structure related fire emergencies within its defined primary territory.

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

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

The Department shall provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by Agreement. The Department shall maintain an insurance protection rating of at least a six (6) for all properties within the Town provided the property is that within five (5) miles of the Department's current location at _____ Hemby Road, as determined by the Office of the State Fire Marshal. Any property that lies outside the five (5) miles of the Department's current location will fall under the jurisdiction of the contracted neighboring fire departments. Should the Department move to a lesser rating than a six (6), the Department will develop a plan (within 90 days) to return to a rating of a six (6) or better with the Office of the State Fire Marshal.

2. **SERVICE RESPONSIBILITY - EMERGENCY MEDICAL.** Generally, the Town does not provide emergency medical services, this being a function of Union County. However, as a result of this Agreement and through the Department and other fire departments under contract, the Town is the first responder for emergency medical services. Further, the Department shall provide to Town residents within its assigned primary territory whatever emergency medical services the Department currently provides or may provide in the future on its own initiative or by agreement with the Town or Union County.
3. **COMPENSATION.** During the first fiscal year of this Agreement, the Town shall compensate the Department in the amount of \$48,500 per month to be paid on or before the 15th day of each month for the services provided under this Agreement. For each following fiscal year of this Agreement, the Town shall compensate the Department an amount to be established during the Town's annual budget process. The Department agrees to submit its budget request to the Town in April of the preceding fiscal year. The Town shall notify the Department of its recommended funding of the Department at least 30 days before the Town's public hearing on the budget. The Department's actual budgeted amount shall be set in the Town's annual budget adopted on or before June 30th.

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

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

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

5. **ASSUMPTION OF RESPONSIBILITY-INDEMNIFICATION.** To the extent allowed by North Carolina law, in the event that the Town, its elected officials, officers, directors, employees, or agents are made parties to any judicial or administrative proceedings or are found liable for acts arising in whole or in part out of the negligent performance by the Department and/or its agents of any of its obligations under this Agreement, then the Department shall indemnify and hold harmless the Town, its elected officials, officers, directors, employees or agents from any and all judgments, settlements, and costs (including attorney's fees). Further, the Department shall assume all responsibility and liability for any injuries to persons and property, including death, arising out of the performance of this Agreement. The indemnification provided for by this section shall survive termination of this Agreement.
6. **MODIFICATIONS.** The Town and the Department agree that this Agreement may be amended or modified from time to time; provided such amendments or modifications are in writing and signed by the parties hereto. Further, the Department agrees that the provision of fire services during the term of this Agreement is unpredictable and ever-changing and therefore agrees that any request for a Council-initiated change in the delivery of fire services by the Town shall not be unreasonably withheld, provided the Town agrees to cover the Department's incremental costs associated with the Town's request.
7. **LIABILITY COVERAGE.** During the term of this Agreement, the Department shall maintain comprehensive general liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, to include an endorsement for contractual liability assumed under the indemnity provisions of this agreement. The Town shall be named as additional insured on such policy. For each owned, non-owned, or hired vehicle used by the Department in the performance of its duties pursuant to this agreement, the Department shall also maintain automobile liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Department shall maintain Workers Compensation on all firemen in the statutory amount. The department shall provide to the Town and maintain current certificates of insurance indicating that the required coverage is in effect.
8. **TERM(S)/RENEWAL/TERMINATION.** This Agreement shall commence on the date this Agreement is signed and shall be in effect for a period of ten (10) years from said commencement date ("Term"). This Agreement shall expire at the end of the Term ("Expiration Date"). The Town and Department agree that the Term may be extended for one additional five (5) year period provided the Department gives written notice of its intent to extend the Agreement at least six (6) months before the Expiration Date. The Department shall provide the Town with the certificates of insurance evidencing continuous coverage during the term of this Agreement at the levels of insurance described above and shall require that thirty (30) days written notice of any cancellation be given to the Town by the insuring company.

The Town and Department mutually covenant and agree that this Agreement for fire service may be terminated only for cause or upon the mutual agreement of the parties. Cause shall include the failure of either party to perform the material provisions of this Agreement and shall include, but not be limited to, the failure to meet the required service levels and transparency requirements of the Agreement.

If this Agreement is terminated by the Town for a reason other than cause or mutual agreement of the parties, the Department shall be entitled to \$ _____ [Providence has asked for \$1M. The PDA provides for \$220K.] as liquidated damages. The Department and Town acknowledge that the Department's actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Department's and Town's best estimate of such damages, and that the Department and Town believe such liquidated damages are a reasonable estimate of such damages. The Department and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town's default and as compensation for the Department's transfer of title to its property to the Town. Such liquidated damages shall be the sole and exclusive remedy of the Department by reason of a default by Town under this Agreement, and the Department hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that the Department's actual damages exceed the amount which is herein provided the department as full liquidated damages.

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

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

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

9. GENERAL PROVISIONS.

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

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

the Town and the Department hereby submit and consent to the personal jurisdiction of such courts.

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

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

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

Attest:

By:

Town of Clerk

Mayor

Attest:

By:

Secretary

President of the Board of the
Department

Seal

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

Finance Officer

TIMELINE FOR LGC LOAN APPLICATION

(Assumes late December or early January loan closing)

Monday, August 12th

Call for public hearing to proceed with financing to purchase PVFD building and real property

August 8 - August 23

**Contact various financial institutions to get informal rate quotes
Finance Officer to prepare debt service repayment projections**

Monday, September 9th

Public hearing to proceed with financing to purchase PVFD building and real property

Set limitations on dollar amount to be financed and determine term of financing

Discuss anticipated timing of loan closing -- December or January?

Discuss repayment options -- fund balance, annual general fund revenues and/or tax increase

Pass resolution authorizing the filing of an application for approval of a financing agreement authorized by North Carolina General Statute 160A-20

(need Anthony to render an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended)

By Thursday, October 24

(This date would be delayed if purchase date is delayed)

Send out RFPs to various financial institutions for installment financing agreement

Interest rate to be guaranteed for at least 60 days. Set deadline to receive RFPs as Tuesday, November 5th (for inclusion in monthly Council packet). Ideally, rates will be guaranteed through the end of January. Determine if Council is willing to extend due date to allow maximum rate lock time.

Friday, November 1

(This date would be delayed if purchase date is delayed)

Submit application to LGC

LGC does not need specific contract or rate structure -- needs to know when RFPs are due back to Town

Monday, November 11

(This date would be delayed to December 9 if purchase date is delayed)

Town Council to approve RFP and authorize submittal of the proposal with rates to the LGC

Friday, November 15

(This date would be delayed if purchase date is delayed)

Quote/contract with rates due to LGC

Attorney's opinion due to LGC

Tuesday, December 3

(This would be delayed to January meeting if purchase date is delayed)

LGC Meeting to approve financing application

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

**STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION**

Mailing Address: 325 North Salisbury Street
Raleigh, North Carolina 27603-1385

Federal Express & Courier: 4505 Fair Meadow Lane, Suite 102
Raleigh, North Carolina 27607-6449

Telephone: (919) 807-2350
Fax: (919) 807-2377

**APPLICATION FOR APPROVAL OF
INSTALLMENT PURCHASE OR LEASE CONTRACT**

APPLICATION DUE DATE

The Local Government Commission (the “LGC”) meets the first Tuesday of each month, unless otherwise announced, to conduct its business, including the approval of applications of units of government to incur debt. Generally, to allow adequate review of applications, the staff of the LGC (the “staff”) requires that applications be received no later than twenty-eight days prior to the date of the LGC meeting at which the unit wants its application to be considered. However, in more complex transactions the staff may require earlier submission.

Although this application form is available to interested parties by internet access; the project and the related proposed financing should be discussed with the staff prior to submission of an application. Before the application is accepted for submission to the LGC a preliminary conference may be required (G.S. 159-149).

LEGISLATIVE REPORTING REQUIREMENT

State law G.S. 120 - 157.1 – 157.4 adopted and effective on June 24, 2011 requires that certain capital projects to be financed with debt in an amount exceeding \$1,000,000 be reported to the Joint Legislative Committee on Local Government and to the Fiscal Research Division of the North Carolina General Assembly at least 45 days before the application for debt is to be considered for approval by the Local Government Commission. The law applies to all capital projects to be financed by issuing debt over \$1,000,000 with the exception of schools, jails, courthouses and administrative buildings. Copies of the reporting should also be sent to our office at the time of the filing.

This reporting duty is the responsibility of each local government unit. Each unit should consult its own attorney or the unit’s bond counsel for legal advice on complying with the reporting requirements of this new statute.

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division
and the Local Government Commission
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

**APPLICATION FOR APPROVAL OF INSTALLMENT PURCHASE
OR LEASE CONTRACTS**

CHECK ONE: G. S. 160A-19 G. S. 160A-20
 G. S. 153A-165

1. Unit _____ Population _____ Date _____
2. Project Description _____

3. Necessity _____

4. Principal Amount to be Financed \$ _____
5. Interest to be paid during life of contract..... \$ _____
6. Amount due throughout life of contract \$ _____
(i.e., amount of periodic payment times number of payments. Should also be the total of 4 + 5 above.)
7. Estimated increase in tax rate by reason of proposed financing \$_____. If other funding sources are anticipated, explain in one of the following forms:
 - LGC-108C Revenue Projection for Water and Sewer
 - LGC-108D Revenue Project for Other Enterprises
 - LGC-108E Repayment Plan for Non-Enterprise Purposes
8. Term of contract including options to renew (if any)..... _____
9. Basis of design and estimated cost of project (engineer) _____

Date construction bids will be opened _____

10. Capital budget based on estimates as of _____

<u>Estimated Cost</u>		<u>Funding Sources</u>	
Construction Cost	\$ _____	Loan.....	\$ _____
Engineer or Arch. Fees	_____	Grants (indicate source)	_____
Land and Rt.-of-way	_____	_____
Special Counsel Fees	_____	_____
Other Legal/Fiscal Cost.....	_____	_____
Administrative Cost	_____	_____
Capitalized Interest.....	_____	_____
Contingency.....	_____	Available Cash	_____
.....	_____	Other	_____
Total.....	\$ _____	Total.....	\$ _____

11. The attached are furnished in support of this application:
- a. Certified copy of governing body resolution making necessary findings and authorizing the contract.
 - b. Publisher's Affidavit of the Notice of Hearing.
 - c. Certified copy of minutes of hearing.
 - d. Certified net debt statement.
 - e. Certified fiscal information by finance officer.
 - f. Revenue projections on repayment plan, Form 108C, 108D, or 108E.
 - g. Engineer's or architect's report establishing feasibility, if applicable.
 - h. Proposed financing contract.
 - i. Completed IRS form 8038-G (2 copies) (To be provided at loan closing).
 - j. Unit Attorney's Opinion.
 - k. Fee Arrangement Letters:
 - Special Counsel
 - Banker/Underwriter
 - l. Independent appraiser's report if applicable.
 - m. Bid specifications and summary of competitive bids from contractors.
 - n. Bid specifications and summary of competitive bids from banks and other financial institutions.
 - o. Required licenses and permits.
 - p. Evidence that plans and specs have been approved by appropriate State agencies.
 - q. Other: Specify _____
 - r. Engineer's/Architect's engagement letter (fee arrangement) and a copy of proposed contract
 - s. Application fee for installment/lease purchase agreement contract. Attach check for appropriate amount.
 - \$1,250 for private placement.
 - \$12,500 for public offering.

12. Current audited financial statements have been received by Fiscal Management. **Audit Reports are due October 31 each year.** For units with a calendar year or fiscal year not ending on June 30, audited financial statements should be received within four months of year-end. Yes No

13. Unit's Attorney _____ Telephone _____ Fax _____
 Address _____ Zip _____

14. Financing contract/agreement with _____

 Contact Person _____
 Telephone _____ Fax _____

15. Consulting Firm _____
 (Architect or Engineer)
 Contact Person _____ Title _____
 Telephone _____ Fax _____

16. Unit's Authorized Agent _____
 Title _____ Telephone _____ Fax _____
 Address _____ Zip _____

This application and supporting documents are deemed to be true and accurate to the best of my knowledge and belief.

 Signature of Authorized Agent
 (As Designated by Board)

 Date

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division
and the Local Government Commission
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

SELECTED FISCAL INFORMATION AS CERTIFIED BY FINANCE OFFICER

Unit _____

1. Ad Valorem Tax (current fiscal year):

Appraised Value	\$ _____	Tax Rate — General Fund	\$ _____
Total Levy	_____	— Other funds	_____
Uncollected at _____	_____	— Total	\$ _____
Percentage Collected	_____ %		

2. For the past 5 fiscal years, has there been a delay in payment or non-payment of matured bonds and coupons when presented to the unit's fiscal agent? _____ (Yes; No). If yes, explain circumstances on separate statement.

3. Information relating to compliance with Local Government Budget and Fiscal Control Act: **(If answer to any question in this item is No, furnish explanation.)**

A. Purchasing and Contracts	<u>Yes</u>	<u>No</u>
(1) Are purchase orders issued for all commitments over a minimum amount?	_____	_____
(2) Do all purchase orders include a preaudit certificate signed by the finance officer (or properly appointed deputy)?	_____	_____
(3) Are all purchase orders posted to appropriate expenditure accounts as encumbrances?	_____	_____
 B. Other:		
(1) Do checks or drafts on an official depository bear on their face a preaudit certificate, of sufficient unencumbered appropriation signed by the finance officer (or properly appointed deputy)?	_____	_____
(2) Are the finance officer, tax collector, and other employees (as required) properly bonded according to G.S. 159-29?	_____	_____
(3) Did the budget provide for all deficits, if any, as shown in the audit report for the prior year?	_____	_____

C. Please include a description of any material instance of misfeasance or malfeasance (within the last three years) which might affected the credit of the unit. _____

I certify the above is correct to the best of my knowledge	Finance Officer's Signature	Date
--	-----------------------------	------

PAGE 2

D. Additional Loan and Grant procedures for a Capital Project Ordinances(1) Loans

Pursuant to G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. To facilitate budgetary and accounting control, it is required that a capital project ordinance, pursuant to G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. Will the unit prepare and adopt a balanced capital project ordinance covering the life of the project? YES NO

(2) Grants

To facilitate budgetary and accounting control, it is required that a grant project ordinance, pursuant to G.S. 159-13.2, with a corresponding capital project fund, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. Will the unit prepare and adopt a balanced capital project ordinance covering the life of the project? YES NO

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division
and the Local Government Commission
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

REPAYMENT PLAN FOR NON-ENTERPRISE PROJECTS

Complete if the proposed financing is for non-enterprise purposes. List below the available sources of repayment and the amounts available to service debt over a three-year period. Explain **in detail** and attach supporting schedules.

AVAILABLE AMOUNT

<u>Available Sources</u>	Fiscal Year _____	Fiscal Year _____	Fiscal Year _____
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Amount Available	\$ _____	\$ _____	\$ _____
Debt Service Amount	\$ _____	\$ _____	\$ _____

**STATE OF NORTH CAROLINA
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division
and the Local Government Commission
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

STATEMENT OF DEBT

For _____, North Carolina

To be filed with the application. The debt described below should not include debt incurred or to be incurred in anticipation of the collection of taxes or other revenues or in anticipation of the sale of bonds other than funding or refunding bonds. The debt described below should not include revenue bonds or special obligation bonds.

A. Gross Debt

1. Outstanding debt evidenced by bonds:

<u>Purpose</u>	<u>Amount</u>
Water	
Sanitary Sewer	
Electric	
Gas	
Other	\$ _____

2. The proposed financing, and bonds authorized by orders introduced but not yet adopted:

<u>Date Introduced</u>	<u>Purpose</u>	<u>Amount</u>
		\$ _____

3. Unissued bonds authorized by adopted orders:

<u>Date Introduced</u>	<u>Purpose</u>	<u>Amount</u>
		\$ _____

4. Outstanding debt not evidenced by bonds (lease-purchase agreements):

<u>Date Incurred</u>	<u>Purpose</u>	<u>Amount</u>
		\$ _____

Total Gross Debt (Sum of 1, 2, 3 and 4) \$ _____

B. Deductions

- 1. Funding and refunding bonds authorized by orders introduced but not yet adopted \$ _____
 - 2. Funding and refunding bonds authorized but not issued ... \$ _____
 - 3. Amount held in sinking funds or otherwise for the payment of gross debt other than debt incurred for water, gas, electric light or power purposes or sanitary sewer purposes (to the extent deductible under Section 159-55[b] of the Local Government Bond Act), or two or more of these purposes..... \$ _____
 - 4. Bonded debt included in gross debt and incurred or to be incurred for water, gas or electric light or power purposes, or any two or more of these purposes. \$ _____
 - 5. Bonded debt included in gross debt and incurred or to be incurred for sanitary sewer system purposes (to the extent deductible under Section 159-55[b] of The Local Government Bond Act). \$ _____
 - 6. Uncollected special assessments levied for local improvements for which gross debt (that is not otherwise deducted) was or is to be incurred, to the extent it will be applied, when collected, to the payment of such gross debt. \$ _____
 - 7. Estimate of special assessments to be levied for local improvements for which any part of gross debt (that is not otherwise deducted) was or is to be incurred, to the extent that the special assessments when collected, will be applied to the payment of any part of gross debt. \$ _____
- Total Deductions (Sum of 1 through 7) \$ _____

C. Net Debt being the difference between Total Gross Debt (A) and Total Deductions (B)..... \$ _____

D. Assessed Value of property subject to taxation being the value from which the assessed value was last fixed for taxation as revealed by the County tax records and certified by the County Tax Supervisor..... \$ _____

E. Percentage that Net Debt bears to the assessed value of property subject to taxation (C ÷ D)..... _____ %

I certify the above is correct to the best of my knowledge.	Finance Officer's Signature	Date
---	-----------------------------	------

STATE OF NORTH CAROLINA)
)
COUNTY OF _____) ss.:

_____, being duly sworn, says that he is
the _____ of the _____ of _____
in the State of North Carolina; and that the foregoing statement is true and was made and
subscribed by him.

Finance Officer

Sworn to and subscribed before me on
the day of the date of said statement

(Notary Public)

My commission expires the _____ day of _____, 20____.

STATE OF NORTH CAROLINA)
)
COUNTY OF _____) ss.:

I, the undersigned _____ of the _____
of _____ in the State of North Carolina, DO HEREBY CERTIFY that the
foregoing statement and accompanying affidavit were filed in my office on the _____ day of
_____, 20____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, this
_____ day of _____ 20____.

Clerk

**PROCEDURES FOR THE APPROVAL OF INSTALLMENT
PURCHASE CONTRACTS
G.S. 160A-20**

AUTHORITY

Authority for cities, counties, and water and sewer authorities created under Article 1 of Chapter 162A of the General Statutes to make installment purchases is found in G.S. 160A-20 as amended by Chapter 708 of the 1989 Session Laws.

DESCRIPTION

In an installment purchase contract, the title must rest with the unit which earns equity in the property with each payment that is made. At the end of the payment schedule, the property is owned “free and clear” by the unit. In an installment purchase contract, the only security for repayment of the debt is the property itself. If the unit defaults on payment of the debt, the vendor/creditor may repossess the property, sell it, and apply the proceeds to the debt. Any remaining proceeds are payable to the unit.

TERMINATION OF THE CONTRACT — NO DEFICIENCY JUDGEMENT

The contract is terminated whenever the unit chooses not to make a payment. At that time, the vendor may recover the property but it cannot force the unit to make any further payment or pay other damages. To insure that this important limitation is understood by the vendor/creditor, the installment purchase contract should include a statement that there shall be no deficiency judgement allowed for amounts that may be owed when the sale of the property is insufficient to produce enough money to pay the entire remaining obligation. The contract should further state, “The taxing power of the unit is not in any way pledged, directly or indirectly, to secure any moneys due to any bank, assignee, or purchaser of the contract.”

NO NONSUBSTITUTION CLAUSE

The Statute (G.S. 160A-20) prohibits inclusion of “nonsubstitution” clauses in installment purchase contracts. A nonsubstitution clause prohibits the unit from substituting some other property for that which has been purchased if the unit does not make its payment and returns the equipment to the vendor/creditor. Imposing a nonsubstitution clause could prohibit a unit from providing essential services.

ESCROW ACCOUNTS

Cities, counties and water and sewer authorities created under Article 1 of Chapter 162A of the General Statutes may use escrow accounts in connection with the advance funding of transactions authorized by G.S. 160A-20, whereby the proceeds of such advance funding are invested pending disbursement. That enables the unit to secure funding at the beginning of the project and set up a construction fund, thus eliminating the need for using a developer or nonprofit corporation to provide financing during the construction period.

PRIVATE PLACEMENT OR CERTIFICATES OF PARTICIPATION

The financing agreement created under an installment purchase transaction may be privately placed with a single bank or financial institution or may be offered in a public sale through certificates of participation. When the obligation is placed with a single sophisticated investor, the lender may do his own tax analysis or may require a tax opinion from a qualified bond attorney. In cases where certificates of participation are issued and marketed publicly, a tax opinion must be provided by qualified bond counsel.

RESPONSIBILITIES UPON INTEREST BECOMING TAXABLE

If by any action or failure to take action by the City, the County, or the Water and Sewer Authority which causes the interest payable on the contract to become taxable, i.e. includable in the gross income of the vendor/creditor or any assignee for federal income tax purposes, then the contract may bear interest from that date at a taxable rate agreed upon by the unit and the vendor/creditor. That provision should not be applicable when interest becomes taxable for any other reason.

PUBLIC HEARING

Before entering into a contract authorized under G.S. 160A-20 involving real property, a City, a County, or a Water and Sewer Authority created under Article 1 of Chapter 162A of the General Statutes shall hold a public hearing on the contract. A notice of the public hearing shall be published at least 10 days before the date fixed for the hearing. A Publisher's Affidavit or Notice of Hearing and a certified copy of the minutes of the hearing shall be filed with the Local Government Commission with the Application.

SECURITY DOCUMENTS

The contract may be secured by a Deed of Trust and Security Agreement prepared in conformity with the installment purchase contract. All of the terms, definitions, conditions, and covenants of the "Security Documents" should be expressly made a part of the contract directly or by reference.

LOCAL GOVERNMENT COMMISSION APPROVAL

All public offering dates must be approved by the Local Government Commission. Local Government Commission approval of an installment purchase contract is required:

1. If the contract extends for five or more years, obligates the unit to pay sums of money to another, and obligates the unit to pay \$500,000 or a sum equal to 1/10 of 1% of the appraised value of the property subject to taxation by the contracting unit; or,
2. Where the installment purchase involves the construction or repair of fixtures or improvements on real property.

The Local Government Commission does not review contracts between the unit of local government and the State of North Carolina or the Federal government which are entered into as a condition to making grants or loans; or, for contracts for the acquisition of motor vehicles or voting machines. It should be noted that the exceptions do not apply to contracts between two or more units of local government.

A contract subject to the Financing Agreements statute is void, and it is unlawful for a local government to make any payments pursuant thereto, unless the contract is approved by the Local Government Commission as evidenced by the Secretary's certificate which is to appear on the contract itself. The Procedure for Commission approval of these contracts is similar to the procedure for approval of non-voted general obligation bonds.

The proposed contract cannot be approved if the "net debt" of the contracting unit, after execution of the contract, would exceed 8% of the assessed value of property subject to taxation by the contracting unit.

In arriving at net debt, principal and interest will be shown, and the sum of principal to fall due under the proposed contract throughout its term will be treated as if that sum were authorized by a single general obligation bond order. The unit's year end statements of financial condition will, of course, reflect the substance of these arrangements as required by generally accepted accounting principles.

PRELIMINARY CONFERENCE

The Secretary of the Local Government Commission has authority to require a local government to attend a preliminary conference with the staff of the Commission before an application for approval of a proposed contract is presented to the Commission. Whether formally required or not, much time can be saved and inconvenience to the local government avoided if the Commission is contacted well in advance of the filing of a formal application.

APPLICATION FOR APPROVAL

Forms for making application to the Commission for approval of a proposed contract subject to the Financing Agreement statute are attached. The first step in the formal approval procedure, following the preliminary conference, is filing of a properly completed application form with attachments. A complete application must be received three weeks prior to a Local Government Commission meeting to provide time for the staff to review and make recommendations to the Commission. The meetings of the Local Government Commission are scheduled to be held on the first Tuesday of each month.

SUPPORTING DOCUMENTS

G.S. 159-149 provides that an application for approval must “state such facts and have attached to it such documents concerning the proposed contract and the financial condition of the contracting unit as the Secretary [of the Local Government Commission] may require.” The following supporting documents must be submitted along with the application for approval.

A. RESOLUTION OF GOVERNING BOARD

A certified copy of a resolution duly adopted by the governing board of the contracting unit must accompany the application. This resolution must contain all of the following:

1. Describe the undertaking and the terms of the proposed contract or agreement in general terms.
2. State facts supporting a conclusion that the undertaking is necessary and expedient for the contracting unit.
3. State facts supporting a conclusion that the sums to fall due under the contract are not excessive for its stated purpose.
4. State that the attorney for the contracting unit has rendered an opinion that the proposed undertaking is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
5. State facts supporting a conclusion that the proposed contract or agreement, under the circumstances, is preferable to a general obligation or revenue bond issue for the same purpose. Specifically, (i) show that the cost of the proposed undertaking exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds that could be issued by the contracting unit in the current fiscal year pursuant to Article V, Sec. 4, of the North Carolina Constitution (the “two-thirds limitation”); (ii) cite reasons and justifications for choosing the contract method of financing rather than a non-voted general obligation bond issue, a voted general obligation bond issue, or a revenue bond issue.
6. State facts supporting a conclusion that the estimated cost of financing the undertaking under the contract method of financing compares reasonably with an estimate of similar costs under bond financing for the same undertaking.

7. State facts supporting a conclusion that the debt management policies of the contracting unit have been carried out in strict compliance with law, or that reasonable assurances have been given that debt management will hence forth be so carried out.
8. Estimate what increase in the property tax rate, if any, will be required to raise sums to fall due under the contract in each fiscal year during the term of the contract. If no tax increase is anticipated, or other funding sources in addition to tax increase are anticipated, explain in detail how the sums to fall due under the contract in each fiscal year will be paid.
9. If the undertaking to be financed is a part of a utility or public enterprise system operated by the contracting unit, give a projection of revenues and expenses of the utility or enterprise system during the term of the proposed contract, taking into consideration additional revenues and expenses to be generated by the undertaking and the payments required by the contract.
10. State facts supporting the conclusion that the contracting unit is not in default in meeting its debt service obligations.

B. PUBLIC HEARING NOTICE AND MINUTES

Provide a Publisher's Affidavit of the Notice of Public Hearing and a certified copy of the minutes of the hearing.

C. COPY OF THE PROPOSED CONTRACT

Supply two executed copies of the proposed contract. The contract must contain two certificates: the finance officer's certificate in the form prescribed in G.S. 159-28(b), and the Commission's certificate of approval. The latter certificate will be added by the Commission if the contract is approved. We will retain one copy and return the second copy for your files.

D. COSTS OF PROJECT AND PERMITS

If the contract involves the construction of a building or other improvement, provide a certified tabulation of bids in hand. If the contract involves the purchase of land or an existing building or other improvement, supply at least one appraisal by a licensed real estate broker or other person qualified to appraise similar properties. A letter from the design/construction professional responsible for ensuring compliance with codes and regulations listing all permits required, directly or indirectly, to execute the project and the status of acquisition of those permits is required.

E. ATTORNEY'S OPINION

Supply an opinion letter from the contracting unit's attorney stating that the proposed undertaking is authorized by law and constitutes a public purpose under the Constitution of North Carolina.

F. SWORN STATEMENT OF DEBT: DEBT LIMITATION

The finance officer of the contracting unit (or some other officer designated by the governing board) must prepare and submit with the application a sworn statement of the authorized and outstanding debt of the unit. Forms for this statement are attached. The sworn statement of debt required for financing agreements is essentially the same as that used for general obligation bond issues. The completed statement must be sworn to by the officer preparing it. The original copy must be filed, as part of the application, with the Secretary of the Local Government Commission, and a duplicate original must be filed for public inspection in the office of the clerk to the governing board.

G. DETAILED REPAYMENT PLAN

If debt service of the proposed financing is anticipated to be paid by sources other than property tax increases, the finance officer of the contracting unit (or some other officer designated by the governing board) must prepare and submit one of the following applicable forms:

LGC-108C Projection of Water and Sewer Net Revenues, for water and sewer facilities.

LGC-108D Projection of Enterprise Net Revenues, for enterprises other than water and sewer (i.e. electric, gas, parking, hospital and others)

LGC-108E Repayment plan for Non-Enterprise Projects. The sources and available amounts for servicing the proposed debt must be listed and supporting schedules attached.

H. FEE ARRANGEMENT LETTER

Supply a copy of the fee arrangement letter received from Special Counsel and/or Bond Counsel including a description of the services to be provided.

COMMISSION ACTION ON APPLICATION

After the Secretary has notified the unit of local government that the application has been accepted for submission to the Commission, the application and supporting documents will be considered and either approved or disapproved by the Local Government Commission. The factors to be considered by the Commission are set out in G.S. 159-151.

If the Commission tentatively decides to deny an application, the unit of local government will be so notified and given an opportunity to make further representations concerning the matter. Upon specific request, the Commission will hold a public hearing on the application.

After considering an application and any further representations with respect to the matter, the Commission will either approve or disapprove the application. If the application is disapproved, the contract may not be entered into. If the application is approved, the Secretary of the Commission or his delegate will append a certificate to the contract stating that it has been approved by the Commission. No contract subject to the Financing Agreements statute is valid without this certificate.

COMPLIANCE WITH PURCHASE AND CONTRACT LAWS

Units of local government are advised that any contract subject to the Financing Agreements law may also be subject to the laws controlling purchasing by local governments. It is the responsibility of the unit of local government to have their attorney review those laws and advise on compliance obligations.

COMPLIANCE WITH FEDERAL TAX LAWS

All tax exempt financing including "Installment Purchase," "Lease Purchase," and "Financing Agreements" are subject to Federal Tax Law requirements. It is the responsibility of the financing unit of government to submit form 8038-G to the Internal Revenue Service for each financing and to keep appropriate records of escrow fund earnings for arbitrage rebate purposes. A completed copy of this form must be received prior to the execution of the contract by the Secretary of the Local Government Commission.

APPLICATION FEE

An application fee of \$1,250 is required for installment or lease purchase contracts which are privately placed. The fee for a public offering is \$12,500.

SAMPLE

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the [City/Town/County/Authority] of Anywhere, North Carolina desires to [Describe the undertaking and terms of the proposed contract] (the "Project") to better serve the citizens of Anywhere; and

WHEREAS, The [City/Town/County/Authority] of Anywhere desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of [Commissioners/Aldermen/Directors] of Anywhere, North Carolina, meeting in [regular/special] session on the _____ day of _____, 20____, make the following findings of fact:

1. The proposed contract is necessary or expedient because [State facts supporting a conclusion that the undertaking is necessary and/or expedient for the contracting unit.]
2. The proposed contract is preferable to a bond issue for the same purpose because [State facts supporting a conclusion that the proposed contract or agreement, under the circumstances, is preferable to a general obligation or revenue bond issue for the same purpose. Specifically, (i) show that the cost of the proposed undertaking exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds that could be issued by the contracting unit in the current fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution (the "two-thirds limitation"); (ii) cite reasons and justifications for choosing the contract method of financing rather than a non-voted general obligation bond issue, a voted general obligation bond issue, or a revenue bond issue.]
3. (For all issues marketed publicly.) The cost of financing under the proposed contract is greater than the cost of issuing general obligation bonds. [Include justification for using this method of financing.]
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because [State facts supporting a conclusion that the sums to fall due under the contract are not excessive for its stated purpose.]
5. The [City/Town/County/Authority] of Anywhere's debt management procedures and policies are good because [State facts supporting a conclusion that the debt management policies of the contracting unit have been carried out in strict compliance with law, or provide assurances that debt management will hence forth be so carried out.]
6. The increase in taxes necessary to meet the sums to fall due under the proposed contract will be _____ cents per \$100 valuation and is not deemed to be excessive.
7. The [City/Town/County/Authority] of Anywhere is not in default in any of its debt service obligations.

8. The attorney for the [City/Town/County/Authority] of Anywhere has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
9. *(If project is for utility of public service enterprise you must include this finding.)* The probable net revenues of the project to be financed will be sufficient to meet the sums to fall due under the proposed contract.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the [Mayor/Manager/Finance Officer] is hereby authorized to act on behalf of the [City/Town/County/Authority] of Anywhere in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this _____ day of _____, 20____.

The motion to adopt this resolution was made by [Commission/Alderman/Director] _____, seconded by [Commissioner/Alderman/Director] _____ and passed by a vote of _____ to _____.

[Mayor/Chairman]

ATTEST:

[Clerk/Secretary]

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Anywhere Board of [Commissioners/Aldermen/Directors] on the _____ day of _____, 20____.

[Clerk/Secretary]

Date

SAMPLE ATTORNEY'S OPINION

Department of State Treasurer
Local Government Commission
325 North Salisbury Street
Raleigh, North Carolina 27603-1385

Re: _____ Financing of _____
Pursuant to G.S. 160A-20

Gentlemen:

We are counsel for _____, North Carolina, and as such, are familiar with its organization and operation. We are familiar with the official action on the part of its Board of Commissioners in connection with the financing by (City/County name) under G.S. 160A-20 of (project description).

In connection with this opinion letter, we have examined:

- A. Drafts of the financing documents;
- B. Resolutions of the Board of Commissioners;
- C. Article V of the North Carolina Constitution and the appropriate provisions of Chapters _____ of the General Statutes; and
- D. Such other documents as we deemed relevant or necessary in rendering this opinion.

Based upon the examination described above, we are of the opinion:

(1) That (City/County name) has the power and authority to enter into the transaction to finance the project under the provisions of G.S. 160A-20;

(2) That the appropriate documents have been duly authorized by all necessary action on the part of the Board of Commissioners and when duly executed and delivered, will be valid and binding obligations of (City/County name) in accordance with the terms of the documents except that the enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally, as such laws would apply in the event of bankruptcy, insolvency, reorganization or liquidation of, or other similar occurrence with respect to the (County or Municipality) or in the event of any moratorium, temporary injunction or similar occurrence affecting the (County or Municipality);

(3) That the proposed undertaking by (City/County name) is authorized by law and does constitute a public purpose under the Constitution of the State of North Carolina;

(4) That all necessary and appropriate actions by the Board have been taken including a public hearing, if required, and that such public hearing as conducted, met fundamental requirements of the statutes;

(5) That the Notice for a Public Hearing is timely and sufficient to identify the matter (contract) to be considered; and

(6) That the (City/County name) has followed applicable bid law requirements in full compliance with applicable public bid statutes; and

We are members of the Bar of the State of North Carolina and we do not purport to express any opinion except as to the laws of the State of North Carolina.

Attorney's Signature

Private Placement Financing Agreements Timetable

<u>Calendar</u>	<u>Step No.</u>	<u>Event</u>
Day 1-30	1	If applicable, file report required by G.S. 157.1 – 157.9 with Joint Legislative Committee on Local Government and the Fiscal Research Division of the North Carolina General Assembly at least 45 days before the application is scheduled to be considered by the Local Government Commission. Send a copy of the report to the LGC staff.
	2	Contact LGC staff and schedule preliminary conference to discuss the following: <ol style="list-style-type: none"> (a) Discuss project necessity, estimated costs, and feasibility. (b) Discuss financing alternatives. (c) Review unit's debt/fiscal management procedures and policies. (d) Discuss authorization process, requirements and time frame. (e) Decide whether to proceed.
	3	Have Governing Board adopt a resolution giving their approval to proceed, appointing authorized representative and directing staff to request proposals from banks.
	4	Request proposals from a minimum of three banks. After proposals are received, select a bank based on rate, term, and fees. Discuss with LGC staff.
Steps 1-3 can be done in less than 30 days.		
Day 30-60	5	A. File formal application with the LGC. Application, supporting documentation, and essentially final documents to be received at least <u>twenty-eight</u> calendar days prior to any regular meeting of the LGC (first Tuesday of each month). All supporting materials must be received prior to LGC meeting including: (1) description of project and need (2) preliminary engineering report and/or cost estimate (3) any associated service or construction contracts (4) bank contract and estimated fees for all parties and (5) feasibility report, if applicable. B. Include resolution passed by Governing Body making the necessary findings required by the Commission relating to the proposed contract.
	6	<u>Public Notice:</u> Published in local newspaper <u>ten</u> days prior to a Public Hearing. (Provide adequate notification for citizens to attend Hearing and voice their opinion).
Day 50	7	<u>Public Hearing:</u> Financing agreement can be discussed at <u>one</u> of the following: Special Meeting, County Commissioners Meeting, City Council Meeting, or regular Monthly Meeting. Public hearing must be held before application is considered by the LGC.
	8	Application considered by the Local Government Commission.
Day 60	9	Closing and Delivery.

To the Persons on the Attached Distribution List:

Re: Request for Proposal for Installment Financing Agreement

The [City/County] North Carolina (the [City/County]) desires to enter into an installment financing agreement pursuant to N.C.G.S. §160A-20 in the principal amount not to exceed \$_____ for the purpose of financing the cost of the project described below. The [City/County] is soliciting your proposal to provide the necessary financing for this project, subject to the terms and conditions set forth in this Request for Proposal.

A. Pertinent Information

The Project consists of _____

_____ (the "Project").

The City/County is currently rated _____ by Moody's Investors Service, _____ by Standard & Poor's Ratings Services and _____ by Fitch. The [City's/County's] North Carolina Municipal Council Rating is _____.

The financing will be bank eligible under Section 265 of the Internal Revenue Code of 1986. [If Bank Qualified.]

The [City/County] expects to obtain Local Government Commission approval of the installment financing agreement on _____.

B. Contract Specifications

1. The desired amount of the financing is not to exceed \$_____.
2. The desired term of the financing is _____ years. The [City/County] desires the debt service payment schedule to reflect amortization over a _____ year period.
3. Installment payments are to be made [semiannually/annually etc.] [arrears/advance].
4. The interest rate(s) shall be fixed for the term.
5. The interest rate(s) proposed must be guaranteed for at least sixty (60) days. The [City/County] desires to close the transaction by the end of _____.
6. Prepayment terms will be negotiated between the [City/County] and the successful bidder. The [City/County] desires prepayment of principal at any time without penalty.
7. The [City/County's] obligations under the installment financing agreement will be secured by a deed of trust or security interest in all or a portion of the project being financed as negotiated between the [City/County] and the successful bidder. No deficiency judgment may be rendered against the [City/County] for breach of a contractual obligation under the Installment Financing Agreement, and the taxing power of the [City/County] will not be pledged to secure repayment thereunder.
8. The Installment Financing Agreement must not contain a non-substitution clause and there must be a non-appropriation clause in the installment financing agreement.

C. Submission of Proposal

Two copies of your proposal must be received by _____ a.m./p.m. on _____, _____ at the offices of _____, Finance Director, [City/County] [address]. You may also submit your proposal via facsimile transmission at _____.

Proposals must specify at a minimum the following information.

1. The term of the financing.
2. The interest rate.
3. The terms of repayment. Please attach a sample debt service schedule.
4. Proposed terms for optional prepayment. Please also state whether you would allow a prepayment without penalty from excess construction proceeds.
5. A list of all additional costs to be associated with this transaction, including origination or placement fees, escrow fees, counsel fees and expenses. State whether or not any of such fees or expenses will be capped.
6. A statement to the effect that the bank agrees to the contract specifications set forth in Part B of this Request for Proposal.
7. Proposed collateral to secure financing and the method for creating the lien or security interest in such collateral.
8. Bids should be based on gross funding of The Project (without consideration of investment earnings).

The [City/County] reserves the right to request additional information from the bidders and reserves the right to reject all proposals and to waive any irregularity or informality. Although the selection will be based substantially on lowest total financing cost (including both interest cost and upfront fees and expenses), the [City/County] reserves the right to select the bidder that best meet the needs of the [City/County].

If further information is needed or if you have any questions regarding this Request for Proposal, please contact _____.

Thank you in advance for your consideration of this proposal.

Very truly yours,

Finance Director

**POTENTIAL LOAN ANALYSIS (\$1.0 MILLION PURCHASE PRICE)
PVFD BUILDING & PROPERTY PURCHASE**

	\$750,000 LOAN 10 yr @ 2.5%	\$750,000 LOAN 10 yr @ 3.0%	\$750,000 LOAN 10 yr @ 3.5%
Principal	750,000	750,000	750,000
Interest	98,429	119,047	139,973
Total principal plus interest	\$ 848,429	\$ 869,047	\$ 889,973

LOAN REPAYMENT SCHEDULE

FY2014	42,421	43,452	44,499
FY2015	84,843	86,905	88,997
FY2016	84,843	86,905	88,997
FY2017	84,843	86,905	88,997
FY2018	84,843	86,905	88,997
FY2019	84,843	86,905	88,997
FY2020	84,843	86,905	88,997
FY2021	84,843	86,905	88,997
FY2022	84,843	86,905	88,997
FY2023	84,843	86,905	88,997
FY2024	42,421	43,452	44,499
	\$ 848,429	\$ 869,047	\$ 889,973

INITIAL CASH OUTLAY

FY2013	200,000	200,000	200,000
FY2014	50,000	50,000	50,000
	\$ 250,000	\$ 250,000	\$ 250,000

TOTAL PAYOUT	\$ 1,098,429	\$ 1,119,047	\$ 1,139,973
---------------------	---------------------	---------------------	---------------------

\$750,000 LOAN
10 yr @ 4.0%

''

750,000
161,206
\$ 911,206

45,560
91,121
91,121
91,121
91,121
91,121
91,121
91,121
91,121
91,121
91,121
45,560
\$ 911,206

200,000
50,000
\$ 250,000

\$ 1,161,206

**TOWN OF WEDDINGTON
5 YEAR PROJECTIONS
FY2014-2018**

	FY2014	FY2015
TOTAL APPRAISED VALUE	1,886,870,742	1,914,870,742
TOTAL REVENUE	1,736,525	1,750,482
EXPENDITURES		
FIRE	832,000	867,080
POLICE	242,320	252,013
ATTORNEY	90,000	93,600
ADMIN	533,515	501,555
REPAIRS & MAINTENANCE	145,750	111,390
TOTAL EXPENDITURES	1,843,585	1,825,638
NET EXPENDITURES OVER REVENUES	\$ (107,060)	\$ (75,156)
TOTAL FUND BALANCE AVAILABLE @ BEGINNING OF YEAR (PRIOR Y/E BALANCE LESS ASSIGNMENTS/RESTRICTIONS)	\$1,972,123	\$1,747,063
ASSIGNED FUND BALANCE		
LIBRARY	\$250,000	\$250,000
REA ROAD	\$200,000	\$200,000
CAPITAL PROJECTS	\$118,000	\$236,000
MINIMUM FUND BALANCE PER TOWN POLICY (50% of budgeted expenditures)	\$921,792	\$912,819

MAJOR ASSUMPTIONS

APPRAISED VALUE

FY2014 -- 70 certificates of compliance with 4% growth each year thereafter (approximately 2/3 of current completed within the 5 yr forecast)
Home values estimated at \$400,000 per home
No revaluation

TOTAL REVENUE

No revaluation or change in tax rate
State collected revenues forecast at 1.5% growth per year

TOTAL EXPENDITURES

Fire/police/attorney forecasted at 4% increase per year

Fire also includes estimated \$85k/year loan repayment for building purchase; no other capital improvement

Building maintenance & repairs forecasted at \$10k per year for FY15-18; no significant repairs/improvement

Salaries/benefits/payroll taxes forecasted at 3% total increase per year

Miscellaneous expenses forecasted at 4% increase per year

No capital purchases forecasted

1 cent tax = approximately \$185,000

FY2016	FY2017	FY2018
1,944,070,742	1,974,470,742	2,006,070,742

1,766,849	1,778,959	1,806,257
-----------	-----------	-----------

898,363	930,898	964,734
262,093	272,577	283,480
97,344	101,238	105,287
511,599	505,709	515,886
115,426	119,363	124,457

1,884,825	1,929,784	1,993,845
-----------	-----------	-----------

\$ (117,976)	\$ (150,825)	\$ (187,587)
--------------	--------------	--------------

\$1,553,908	\$1,317,931	\$1,049,106
-------------	-------------	-------------

\$250,000	\$250,000	\$250,000
\$200,000	\$200,000	\$200,000
\$354,000	\$472,000	\$590,000
\$942,413	\$964,892	\$996,922

ntly permitted lots to be

ents or purchases included
ments included

**Town of Weddington
Conditional Zoning Application**

Application Number: 6704-13 Application Date: July 19, 2013

Applicant's Name: Cynthia Coto

Applicant's Phone: 704-283-3636

Applicant's Address: 500 N. Main Street, Suite 918, Monroe, NC 28112

Property Owner's Name: Union County

Property Owner's Phone: 704-296-4210

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

Property Location: Hemby Road, approximately 600 feet west of Weddington-Matthews Rd

Parcel Number: 06120004B Deed Book and Page: 1430-532
06120004 198-316

Total Acreage of Site: 3.92 Existing Zoning: R-40
R-CD

Application Fee: \$1,500 Check Number: 00431411

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

Please include the following:

- ✓ A boundary survey showing the total acreage, present zoning classifications, date and north arrow.
- ✓ The owner's names, addresses and the tax parcel numbers of all adjoining properties.

- ✓ All existing easements, reservations, and right-of-way on the property(ies) in question.
- ✓ Proposed principal uses: A general summary of the uses that will take place, with reference made to the list of uses found in section 58-60(1) of the Weddington Code of Ordinances.
- ✓ Traffic impact analysis/study for the proposed service area, as determined by the Town Engineer, shall be required. In addition, traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets including typical parking space dimensions and locations (for all shared parking facilities) along with typical street cross-sections.
- ✓ General information on the number, height, size and location of structures.
- ✓ All proposed setbacks, buffers, screening and landscaping required by these regulations or otherwise proposed by the petitioner.
- ✓ All existing and proposed points of access to public streets.
- ✓ Proposed phasing of the project.
- ✓ Proposed number, location, type and size of all commercial signs.
- ✓ Exterior treatments of all principal structures.
- ✓ Delineation of all marginal lands including areas within the regulatory floodplain as shown on official Flood Hazard Boundary Maps for Union County.
- ✓ Existing and proposed topography at five-foot contour intervals or less.
- ✓ Scale and physical relationship of buildings relative to abutting properties.
- ✓ Public Involvement Meeting Labels.

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

Zoning Administrator Approval

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

Planning Board Review

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

Action by Town Council

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

Public Hearing Required

Prior to making a decision on rezoning a piece of property to a Conditional Zoning District, the Town Council shall have held a public hearing. Notice of such public hearing shall have been given as prescribed in section 12.1.7 of the Zoning Ordinance. Once the public hearing has been held, the Town Council shall take action on the petition.

The Town Council shall have the authority to:

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

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

 Signature of Property Owner

 Signature of Applicant

 Date

 7-16-13
 Date

July 16, 2013

Jordan Cook, Zoning Administrator/Town Planner
Weddington Town Hall
1924 Weddington Road
Weddington, NC 28104

Re: Union County Weddington Water Storage Tank Conditional Zoning Permit Application

The Owner(s) hereby certify that the Applicant, Union County, North Carolina, has the authorization to apply for a Conditional Zoning Permit to design and construct a water storage tank on Parcels 06-120004B and 06-120004, located at Hemby Rd, Weddington, North Carolina and the Applicant is the authorized agent for the purpose of filing the Conditional Zoning Permit Application.

Signature of Owner(s)

Date

Leila L. Morris
Leila L. MORRIS

7-16-2013

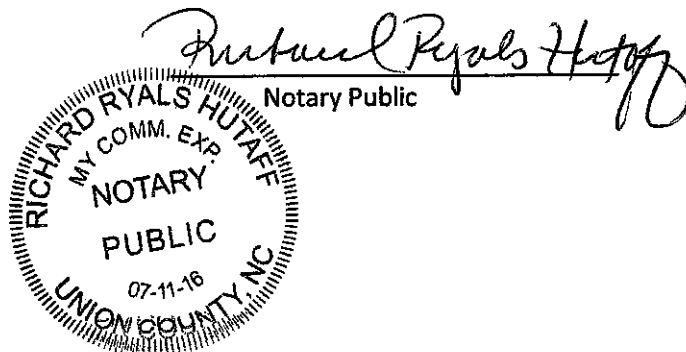
STATE OF NORTH CAROLINA

COUNTY OF UNION

I, Richard Ryals Hutaff, A Notary Public for said County and State, do hereby certify that Leila L. Morris personally appeared before me this day and acknowledged the due execution of the foregoing Owner's Certification for Applicant to Apply for Conditional Zoning Permit Application.

WITNESS my hand and notarial seal, this the 16th day of July, 2013.

My Commission Expires: 7/11/2016



**APPLICATION FOR SUBMITTAL
OF
SUBDIVISION FINAL PLAT**

NAME OF PROPOSED SUBDIVISION: Lake Forest Preserve - Phase 3B Map 1

LOCATION OF SUBDIVISION: Cox Road and Hwy 84 Intersection, Weddington, NC

PARCEL ID 06099009 **ZONING DISTRICT** R-CD **TOTAL ACREAGE** 7.533 AC.

NUMBER OF LOTS 13

DEVELOPER:

NAME: Orleans Homesbuilders

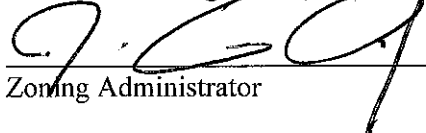
ADDRESS: 700 Forest Point Circle, Suite 102, Charlotte, North Carolina 28273

OWNER (if different from above) same as above

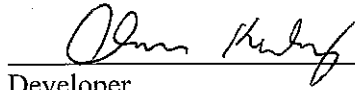
PHONE: (704) 357-6632

FEE PAID: paid with previous submittal **DATE:** 6/21/2013

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



Zoning Administrator



Developer

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

The subdivider shall submit 10 copies of the final plat to the Subdivision Administrator at least 15 days prior to the Planning Board Meeting.

TOWN OF WEDDINGTON

MEMORANDUM

TO: Walker Davidson, Mayor
Town Council

CC: Amy McCollum, Town Clerk

FROM: Jordan C. Cook, Zoning Administrator/Planner

DATE: September 9, 2013

SUBJECT: Lake Forest Preserve Phase 3B Final Plat

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.

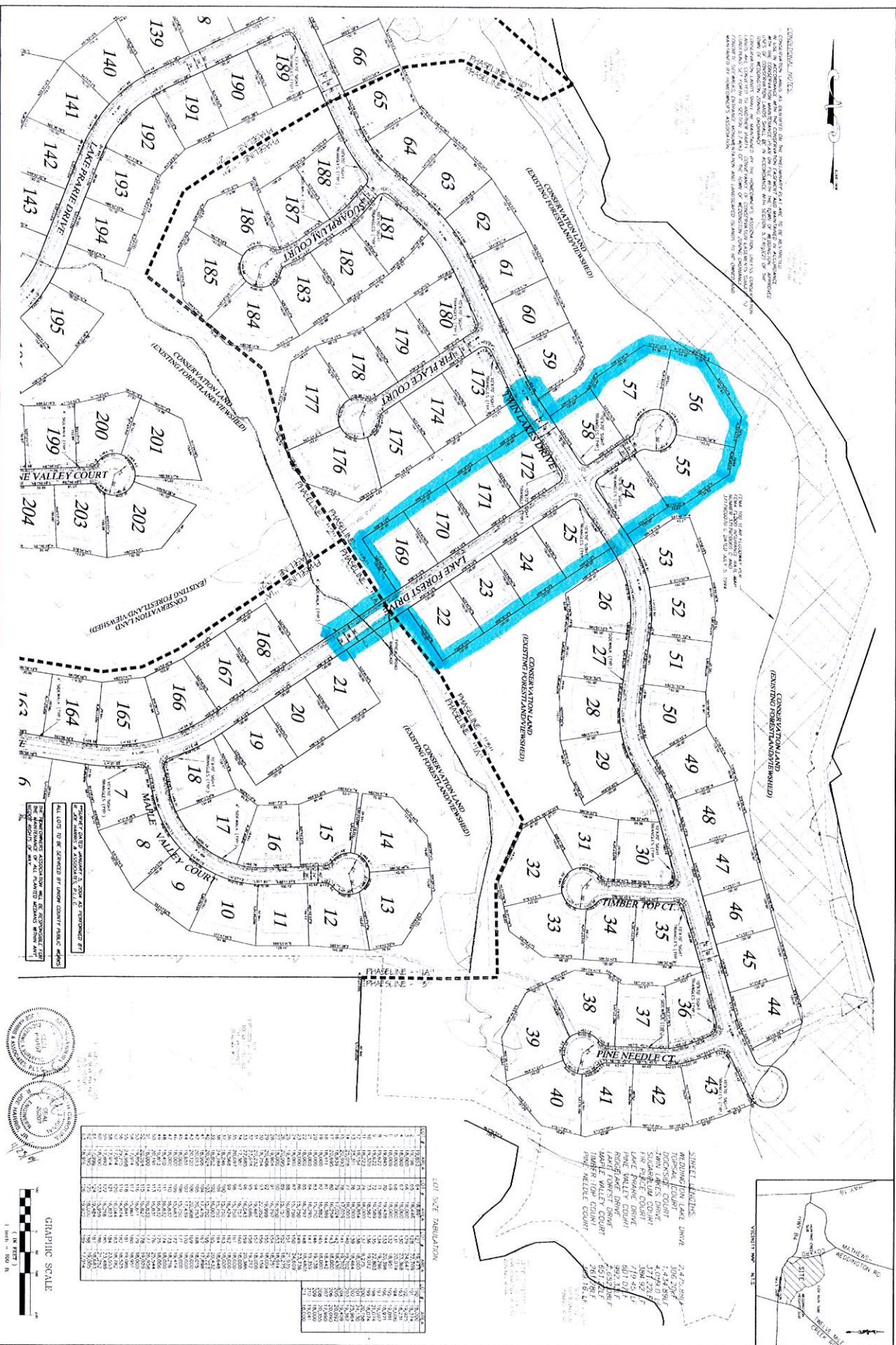
Phase 3B Information:

- 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).

Approved Preliminary Plat



PHASE 3
 THE LOTS TO BE SURVEYED BY OTHER COUNTY PUBLIC OFFICERS SHALL BE IDENTIFIED BY A SHADING OR OTHER MEANS ON THIS PLAT.
 THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS SHALL BE OBSERVED.



LOT SIZE TABULATION

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
6	10,800	100
7	10,800	100
8	10,800	100
9	10,800	100
10	10,800	100
11	10,800	100
12	10,800	100
13	10,800	100
14	10,800	100
15	10,800	100
16	10,800	100
17	10,800	100
18	10,800	100
19	10,800	100
20	10,800	100
21	10,800	100
22	10,800	100
23	10,800	100
24	10,800	100
25	10,800	100
26	10,800	100
27	10,800	100
28	10,800	100
29	10,800	100
30	10,800	100
31	10,800	100
32	10,800	100
33	10,800	100
34	10,800	100
35	10,800	100
36	10,800	100
37	10,800	100
38	10,800	100
39	10,800	100
40	10,800	100
41	10,800	100
42	10,800	100
43	10,800	100
44	10,800	100
45	10,800	100
46	10,800	100
47	10,800	100
48	10,800	100
49	10,800	100
50	10,800	100
51	10,800	100
52	10,800	100
53	10,800	100
54	10,800	100
55	10,800	100
56	10,800	100
57	10,800	100
58	10,800	100

LAKE FOREST PRESERVE
 PARKER & ORLEANS HOMEBUILDERS
 1930 GOWER PARK DRIVE, CHARLOTTE, NC 28217 PHONE: (704) 357-6632
STAKING PLAN "PHASE 3"
 TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP
 UNION COUNTY, NORTH CAROLINA

RJH R. Joe Harris & Associates, P.L.L.C.
 Engineering • Land Surveying • Planning Management
 1748 N. Hwy 102, Suite 212, Pine Mills, N.C. 27156 (919) 551-1944 Fax: (919) 551-0886

DATE	REVISION
Aug. 27, 2004	Revised Site Phasing Plan Per Owner

SCALE	1"=100'
DATE	08-27-04
DESIGNED	J.E.H.
DRAWN	J.E.H.
CHECKED	J.E.H.
PROJECT NO.	1088
CAD FILE	04-24-04
PLC# DAT	08-27-04

NOTES:

- ALL DATA BASED ON THE NORTH CAROLINA GRID SYSTEM AND TIED TO NCGS MONUMENT "PLEASANT".
- ALL HORIZONTAL AND VERTICAL CONTROL PROVIDED BY "THE ISAACS GROUP" UTILIZING GPS SURVEY METHODS DATED NOVEMBER 5, 2003.
- DASHED LINES INDICATE PROPOSED FUTURE DEVELOPMENT.
- PROPERTY LIES WITHIN THE TOWN LIMITS OF WEDDINGTON.
- ZONED - R-OD (CONSERVATION)
- WATER AND SEWER SERVICES TO BE SERVED BY UNION COUNTY PUBLIC WORKS.
- ALL CONSERVATION LANDS WILL BE PRIVATELY OWNED AND MAINTAINED BY A DULY-FORMED HOMEOWNERS ASSOCIATION.
- BOUNDARY SURVEY COMPLETED 1-05-04 BY R. JOE HARRIS & ASSOCIATES, PLLC.
- FOR EXTERIOR PERIMETER BOUNDARY SEE FINAL PLAT OF OVERALL CONSERVATION LAND MAP RECORDED IN CAB. 1 FILE 738.
- THERE IS A 5' UTILITY EASEMENT BEHIND ALL STREET RIGHT-OF-WAYS.
- USE OF LAND WITHIN A FLOODWAY OR FLOODPLAIN IS SUBSTANTIALLY RESTRICTED BY THE TOWN OF WEDDINGTON ZONING ORDINANCE.
- THIS IS TO CERTIFY THAT THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCEL OF LAND.
- TITLE COMMITMENT REPORT PROVIDED BY THE TITLE COMPANY OF NORTH CAROLINA; COMMITMENT # 03C8711, DATED 12-17-03.
- #5 REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- CURRENT TAX ID# 06-099-009.
- APPROXIMATE 100 YEAR FLOODLINE SCALED FROM FEMA MAP AND NOT FIELD VERIFIED.
- ACREAGE ON THIS PLAT IS 7.533 ACRES.
R/W ACREAGE THIS PLAT IS 1.545 ACRES.
NET ACREAGE THIS PLAT IS 6.008 ACRES.
OPEN SPACE THIS PLAT IS 0.000 ACRES.
LENGTH OF LAKE FOREST DRIVE THIS PLAT IS 914 LINEAR FEET.
LENGTH OF TWIN LAKES DRIVE THIS PLAT IS 395 LINEAR FEET.
- 10'X70' SIGHT TRIANGLES TYPICAL AT ALL STREET INTERSECTIONS.
- TOTAL OF 13 LOTS SHOWN ON THIS PLAT.
- THERE WILL BE A 10'10" EASEMENT AROUND ALL FIRE HYDRANTS (TYPICAL).
- THERE ARE NO STREAMS, PONDS, SWAMPS OR NATURAL FEATURES THAT AFFECT THIS SITE.

APPROVAL FOR STREETS, UTILITIES AND IMPROVEMENTS

I, HEREBY CERTIFY THAT ALL STREETS AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO NCDOT AND/OR TOWN OF WEDDINGTON SPECIFICATIONS AND STANDARDS IN THE LAKE FOREST PRESERVE SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF WEDDINGTON HAVE BEEN GIVEN AND RECEIVED.

MAYOR OF THE TOWN OF WEDDINGTON, NORTH CAROLINA _____ DATE _____

RESERVATION AND RESTRICTION OF CONSERVATION LAND:

THE CONSERVATION LAND SHOWN ON THIS PLAT IS TO BE RESTRICTED BY A DECLARATION OF CONSERVATION EASEMENT AND RESTRICTIONS. NO USE OR DEVELOPMENT SHALL BE ALLOWED ON THE CONSERVATION LAND EXCEPT AS PROVIDED IN SECTION 58-58(4) h, i OF THE WEDDINGTON ZONING ORDINANCE.

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEDDINGTON, THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER _____ DATE _____

APPROVAL FOR RECORDING

I, HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF WEDDINGTON, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE WEDDINGTON TOWN COUNCIL FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF UNION COUNTY, NORTH CAROLINA THIS _____ DAY OF _____ 2013.

MAYOR OF THE TOWN OF WEDDINGTON, NORTH CAROLINA _____

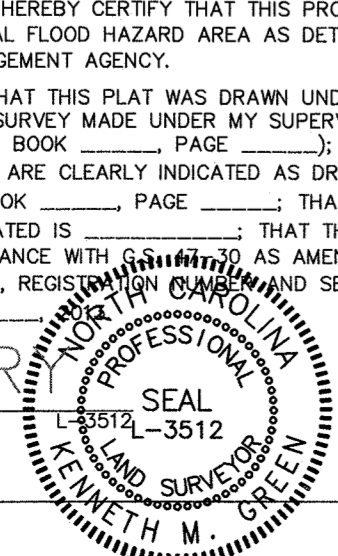
LEGEND:

- - ORIGINAL IRON
- - IRON SET #5 REBAR
- R/W - RIGHT OF WAY
- PSDE - PRIVATE STORM DRAINAGE EASEMENT
- PSSE - PRIVATE SANITARY SEWER EASEMENT
- SDE - STORM DRAINAGE EASEMENT
- STE - SIGHT TRIANGLE EASEMENT
- FH - FIRE HYDRANT
- UE - UTILITY EASEMENT
- - CONTROL CORNER (CC)

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAPS FOR UNION COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBERS 3710447600J & 3710448600J; DATED OCTOBER 16, 2008, AND HEREBY CERTIFY THAT THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I, KENNETH M. GREEN CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH _____ AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION AND SEAL THIS _____ DAY OF _____ 2013.

PRELIMINARY
KENNETH M. GREEN, PLS



STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____ REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____ REVIEW OFFICER _____

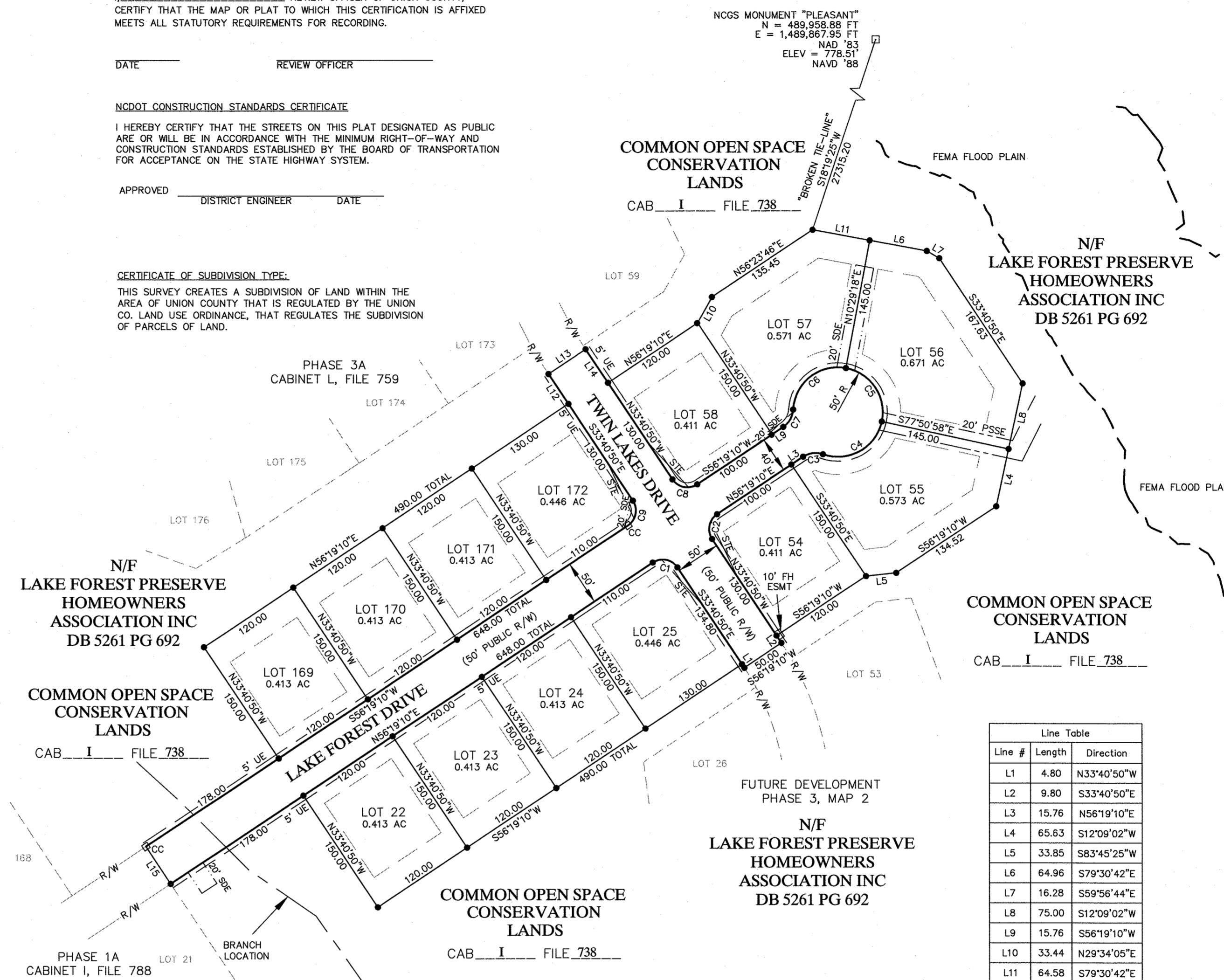
NCDOT CONSTRUCTION STANDARDS CERTIFICATE

I HEREBY CERTIFY THAT THE STREETS ON THIS PLAT DESIGNATED AS PUBLIC ARE OR WILL BE IN ACCORDANCE WITH THE MINIMUM RIGHT-OF-WAY AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOARD OF TRANSPORTATION FOR ACCEPTANCE ON THE STATE HIGHWAY SYSTEM.

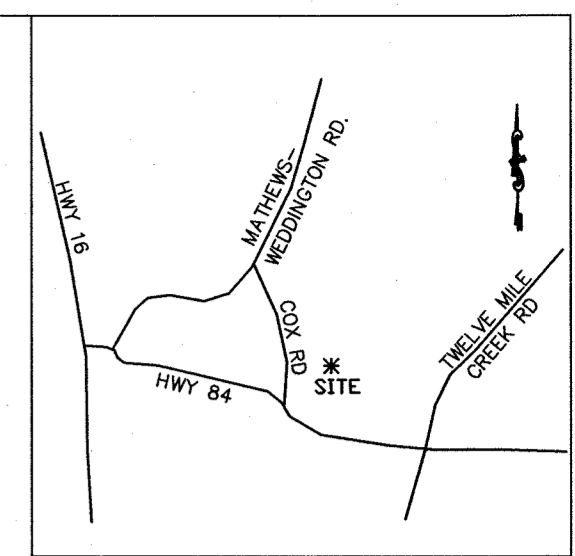
APPROVED _____ DISTRICT ENGINEER _____ DATE _____

CERTIFICATE OF SUBDIVISION TYPE:

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF UNION COUNTY THAT IS REGULATED BY THE UNION CO. LAND USE ORDINANCE, THAT REGULATES THE SUBDIVISION OF PARCELS OF LAND.



NCGS MONUMENT "PLEASANT"
N = 489,959.98 FT
E = 1,489,867.95 FT
NAD '83
ELEV = 778.51 NAVD '88

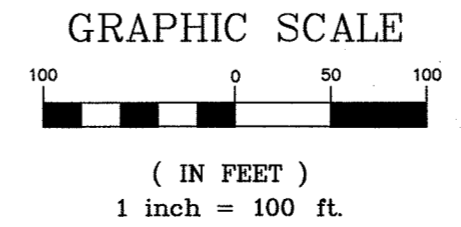


VICINITY MAP NOT TO SCALE

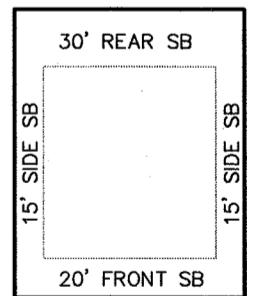


Line #	Length	Direction
L1	4.80	N33°40'50"W
L2	9.80	S33°40'50"E
L3	15.76	N56°19'10"E
L4	65.63	S12°09'02"W
L5	33.85	S83°45'25"W
L6	64.96	S79°30'42"E
L7	16.28	S59°56'44"E
L8	75.00	S12°09'02"W
L9	15.76	S56°19'10"W
L10	33.44	N29°34'05"E
L11	64.58	S79°30'42"E
L12	40.16	N33°40'50"W
L13	50.00	N56°19'10"E
L14	45.16	S33°40'50"E
L15	50.00	N33°40'50"W

Line #	Length	Radius	Tang	Chord	Bearing	Delta
C1	31.42	20.00	20.00	28.28	S78°40'50"E	90°00'00"
C2	31.42	20.00	20.00	28.28	N11°19'10"E	90°00'00"
C3	23.18	25.00	12.50	22.36	N82°53'04"E	53°07'48"
C4	84.91	50.00	56.81	75.07	N60°48'00"E	97°17'56"
C5	79.99	50.00	51.47	71.73	N33°40'50"W	91°39'44"
C6	84.91	50.00	56.81	75.07	S51°50'20"W	97°17'56"
C7	23.18	25.00	12.50	22.36	S29°45'16"W	53°07'48"
C8	31.42	20.00	20.00	28.28	N78°40'50"W	90°00'00"
C9	31.42	20.00	20.00	28.28	S11°19'10"W	90°00'00"



SETBACKS:
FRONT - 20'
REAR - 30'
SIDE - 15'
(5' WITH 30' BLDG. SEPARATION)
CORNER SIDE - 15'
100' BUILDING SETBACK FROM THOROUGHFARES
50' BUILDING SETBACK FROM EXTERIOR BOUNDARY



REV 1 - 8/06/13 PER COMMENTS FROM TOWN OF WEDDINGTON

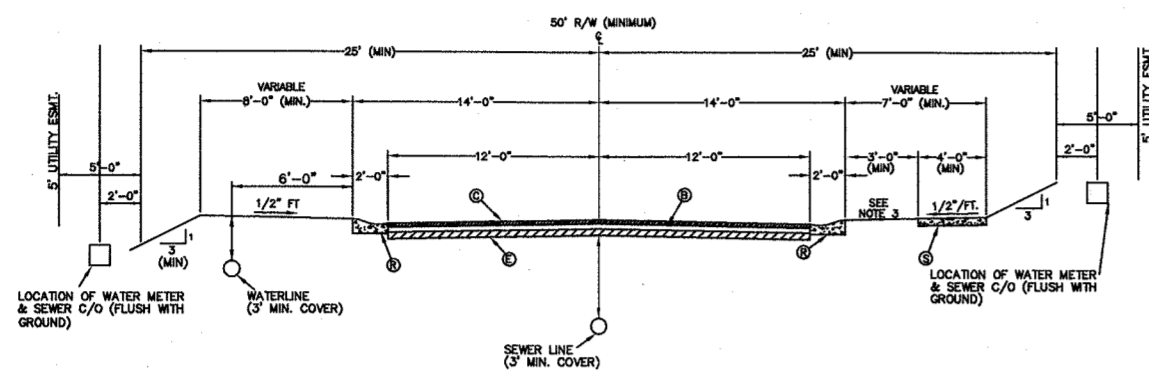
LAKE FOREST PRESERVE - PHASE 3B MAP 1 TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP UNION COUNTY, NORTH CAROLINA		1085 JOB NO.
SURVEYED FOR PARKER & ORLEANS HOMEBUILDERS 700 FOREST POINT CIRCLE, SUITE 102 CHARLOTTE, NC 28273, PHONE: 704-357-6632		06-19-13 DATE
R. Joe Harris & Associates, P.L.L.C. Engineering & Land Surveying 1698 W. HWY 160, SUITE 130, FORT MILL, SC Phone: (803) 802-1799		R/JH & ASSOC SURVEYED BY
1" = 100' SCALE		PREPARED BY MEG
CHECKED BY KMG		SHEET 1 OF 2



ELEVATION DIFFERENCES		
BETWEEN TOP OF CURB AND FINISH GRADE AT C		
TO FINISH GRADE OF	FOR STONEBASE	FOR HB
SUBGRADE	- 0.79'	- 0.45'
BASE COURSE	- 0.12'	- 0.12'

NOTES:

1. SIDEWALK SHALL BE PROVIDED ON ONE SIDE OF THE STREET A MINIMUM OF 3' FROM THE BACK OF CURB.
2. THE CROWN (TRANSVERSE SLOPE) FOR THE TYPICAL SECTION ON THIS SHEET IS 3/8" PER FT.
3. FOR PLANTING STRIP SLOPE SEE GENERAL NOTE F, 2.
4. THE FIRST LAYER OF SURFACE COURSE SP9.5A SHALL GO DOWN DURING CONSTRUCTION. THE SECOND LAYER WILL BE HELD OFF UNTIL ROUGHLY BOX BULDOZER OF THE PLATED AREA.

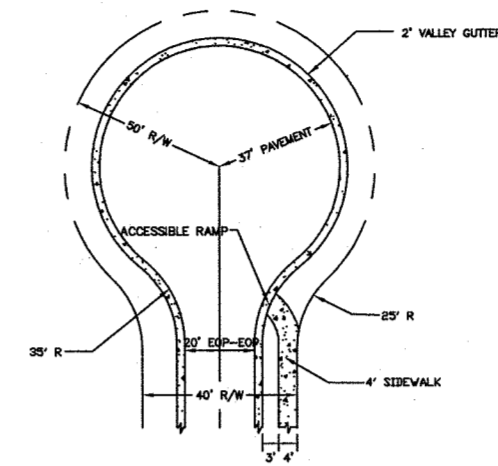


LOCAL RESIDENTIAL STREET

PAVEMENT SCHEDULE

- ① 1.25" BITUMINOUS CONCRETE SURFACE COURSE, TYPE SP9.5A
- ② 1.25" BITUMINOUS CONCRETE SURFACE COURSE, TYPE SP9.5A
- ③ 8" COMPACTED AGGREGATE BASE COURSE OR 4" BITUMINOUS CONCRETE BASE COURSE, TYPE B25.0B.
- ④ 2'-0" VALLEY GUTTER
- ⑤ 4" CONCRETE SIDEWALK (ON ONE SIDE)

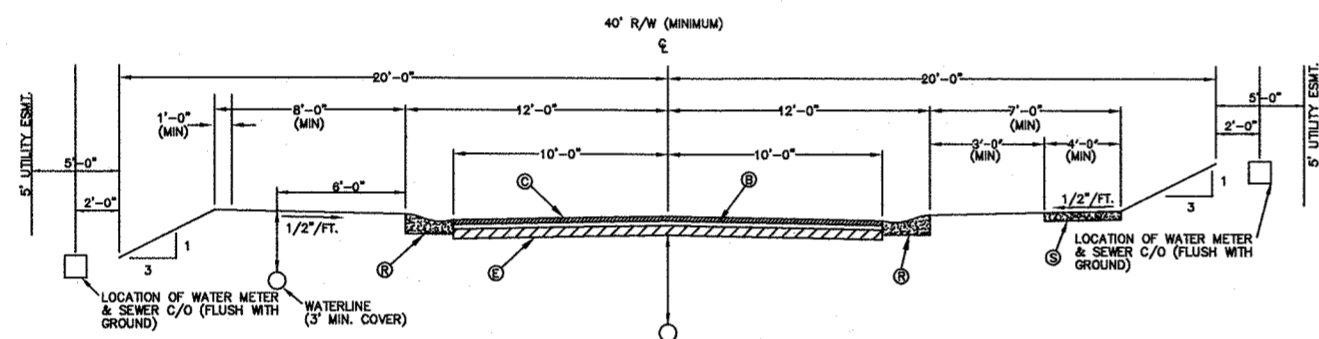
TYP. LOCAL RESIDENTIAL STREET



NOTES:

1. CURB AND GUTTER STREETS TO BE VALLEY GUTTER.
2. THE CROWN FOR PAVEMENT SHALL BE 1/4" PER FT FROM THE CENTER OF THE CUL-DE-SAC.
3. MAXIMUM CUL-DE-SAC LENGTH IS 1000'.

CUL-DE-SAC DETAIL



LOCAL LIMITED RESIDENTIAL STREET

PAVEMENT SCHEDULE

- ① 1.25" BITUMINOUS CONCRETE SURFACE COURSE, TYPE SP9.5A
- ② 1.25" BITUMINOUS CONCRETE SURFACE COURSE, TYPE SP9.5A
- ③ 8" COMPACTED AGGREGATE BASE COURSE OR 4" BITUMINOUS CONCRETE BASE COURSE TYPE B25.0B.
- ④ 2'-0" VALLEY GUTTER
- ⑤ 4" CONCRETE SIDEWALK

ELEVATION DIFFERENCES		
BETWEEN TOP OF CURB AND FINISH GRADE AT L ^C		
TO FINISH GRADE OF	FOR STONEBASE	FOR HB
SUBGRADE	- 0.82'	- 0.48'
BASE COURSE	- 0.15'	- 0.15'

NOTES:

1. SIDEWALK SHALL BE PROVIDED ON ONE SIDE OF THE STREET A MINIMUM OF 3' FROM THE BACK OF CURB.
2. THE CROWN (TRANSVERSE SLOPE) FOR THE TYPICAL SECTION ON THIS SHEET IS 3/8" PER FT.
3. THE FIRST LAYER OF SURFACE COURSE SP9.5A SHALL GO DOWN DURING CONSTRUCTION. THE SECOND LAYER WILL BE HELD OFF UNTIL ROUGHLY BOX BULDOZER OF THE PLATED AREA.

LOCAL LIMITED RESIDENTIAL STREET

THIS PLAT

STREET LENGTHS	
STREET NAME	LENGTH
TWIN LAKES DR.	395'
LAKE FOREST DRIVE	914'

NC DOT CONSTRUCTION STANDARDS CERTIFICATE

I HEREBY CERTIFY THAT THE STREETS ON THIS PLAT DESIGNATED AS PUBLIC ARE OR WILL BE IN ACCORDANCE WITH THE MINIMUM RIGHT-OF-WAY AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOARD OF TRANSPORTATION FOR ACCEPTANCE ON THE STATE HIGHWAY SYSTEM.

APPROVED _____ DISTRICT ENGINEER DATE _____

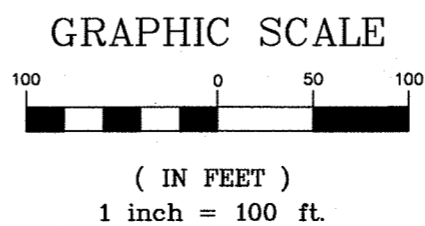
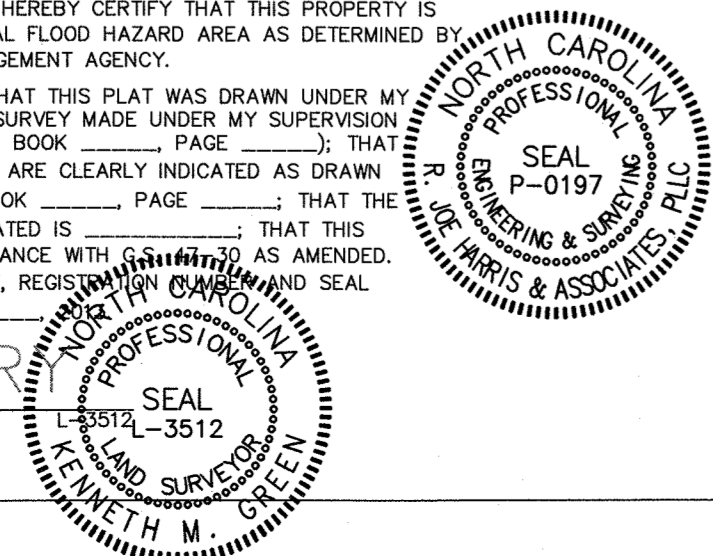
I, _____ DO HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE. WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2013. MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAPS FOR UNION COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBERS 3710447600J & 3710448600J; DATED OCTOBER 16, 2008, AND HEREBY CERTIFY THAT THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I, KENNETH M. GREEN CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS _____ TO _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH _____ AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION AND SEAL THIS _____ DAY OF _____

PRELIMINARY
KENNETH M. GREEN, PLS



REV 1 - 8/06/13 PER COMMENTS FROM TOWN OF WEDDINGTON

LAKE FOREST PRESERVE - PHASE 3B MAP 1 TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP UNION COUNTY, NORTH CAROLINA		1085 JOB NO. 06-19-13 DATE
SURVEYED FOR PARKER & ORLEANS HOMEBUILDERS 700 FOREST POINT CIRCLE, SUITE 102 CHARLOTTE, NC 28273, PHONE: 704-357-6632		RJH & ASSOC SURVEYED BY 1" = 100' SCALE
R. Joe Harris & Associates, P.L.L.C. Engineering & Land Surveying 1698 W. HWY 160, SUITE 130, FORT MILL, SC Phone: (803) 802-1799		PREPARED BY MEG CHECKED BY KMG SHEET 2 OF 2



APPLICATION FOR SUBMITTAL
OF
SUBDIVISION FINAL PLAT

NAME OF PROPOSED SUBDIVISION: Bromley map 7

LOCATION OF SUBDIVISION: Bromley Drive @ Hembry Road

PARCEL ID 06-123-0120 ZONING DISTRICT R-2D TOTAL ACREAGE 28.639

NUMBER OF LOTS 25

DEVELOPER:

NAME: Toll NC II, LP

ADDRESS: 6067 HEMBY RD

WEDDINGTON, NC, 28104

OWNER (if different from above) SAGE

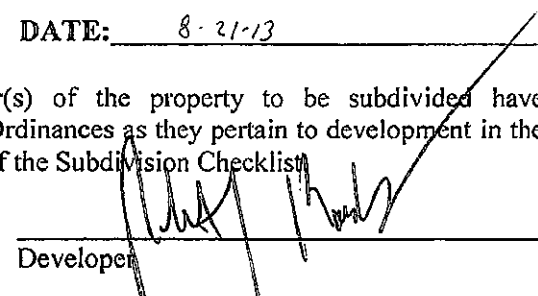
PHONE: 704 849-2625

FEE PAID: \$ 2500

DATE: 8-21-13

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


Zoning Administrator


Developer

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

The subdivider shall submit 10 copies of the final plat to the Subdivision Administrator at least 15 days prior to the Planning Board Meeting.

TOWN OF WEDDINGTON

MEMORANDUM

TO: Walker Davidson, Mayor
Town Council

CC: Amy McCollum, Town Clerk

FROM: Jordan C. Cook, Zoning Administrator/Planner

DATE: September 9, 2013

SUBJECT: Bromley Map 7 Final Plat

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.

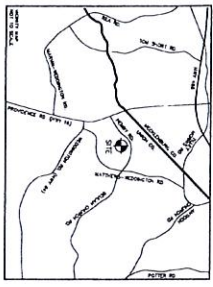
Map 7 Information:

- 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 lot 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;

Approved Preliminary Plat



RESIDENTIAL
 JOHN R. DEWANEY, JR. - et al
 1107 MAINTENANCE-ROSEWOOD ROAD
 WASHINGTON, NC 28104
 TAX #00-123-0128
 ZONED R-C-20

THE TOWN OF WASHINGTON, NORTH CAROLINA, HAS REVIEWED THE PRELIMINARY PLAT AND HAS APPROVED THE SAME FOR THE REASONS SET FORTH IN THE RESOLUTIONS ATTACHED HERETO. THE TOWN ENGINEER HAS REVIEWED THE PLAT AND HAS APPROVED THE SAME FOR THE REASONS SET FORTH IN THE RESOLUTIONS ATTACHED HERETO. THE TOWN ENGINEER HAS REVIEWED THE PLAT AND HAS APPROVED THE SAME FOR THE REASONS SET FORTH IN THE RESOLUTIONS ATTACHED HERETO. THE TOWN ENGINEER HAS REVIEWED THE PLAT AND HAS APPROVED THE SAME FOR THE REASONS SET FORTH IN THE RESOLUTIONS ATTACHED HERETO.

TRACT NO.	AREA (AC)	PERCENTAGE OF TOTAL AREA
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RESIDENTIAL
 JOHN R. DEWANEY, JR. - et al
 P.O. BOX 218
 1107 MAINTENANCE-ROSEWOOD ROAD
 WASHINGTON, NC 28104
 ZONED R-C-20

THIS PLAN IS A FINAL DESIGN - NOT RELEASED FOR CONSTRUCTION UNLESS INITIALED/DATED AS APPROVED.
 APPROVED: _____ INITIALS _____ DATE _____

UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHOWN IN FEET AND INCHES SHALL BE CONSIDERED TO BE THE FINAL DIMENSIONS FOR CONSTRUCTION.

DATE: 01/08/07

PROJECT: BROWLEY SITE PLAN #3

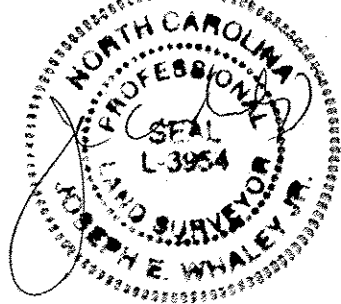
PREPARED BY: WAT

WAT: Washington & Associates, Inc.

194-80

THIS PRELIMINARY PLAN MAY NOT CONTAIN FINAL STAKE OUT INFORMATION

I, JOSEPH E. WHALEY JR., STATE THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION IN DEED: AND THAT THE RATIO OF PRECISION AS CALCULATED IS IN EXCESS OF 1:10000 WITH A MAXIMUM FIELD ERROR OF ANGULAR CLOSURE OF 7 1/2 SEC. PER ANGLE. THAT THIS PLAT IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 21 DAY OF FEBRUARY, A.D. 2013.



"NORTH CAROLINA, MECKLENBURG COUNTY, I, IRENE W. ROGERS, A NOTARY PUBLIC OF MECKLENBURG COUNTY AND STATE AFORESAID, CERTIFY THAT JOSEPH E. WHALEY JR., A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS DAY OF FEBRUARY, 2013.

REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

Certificate of Approval and the Design and Installation of Streets, Utilities, and Other Required Improvements. I hereby certify that all streets and other required improvements have been installed in an acceptable manner and according to the NC Department of Transportation and/or Town of Weddington specifications and standards in the Bromley Subdivision or that guarantees the installation of the required improvements in an amount and manner satisfactory to the Town of Weddington have been given and received.

Mayor of the Town of Weddington, North Carolina Date

Certificate of Approval for Recording. I, hereby certify that the subdivision plat shown herein has been approved by the Weddington Town Council for recording in the Office of the Register of Deeds of Union County, North Carolina. This day of

Mayor of the Town of Weddington, North Carolina

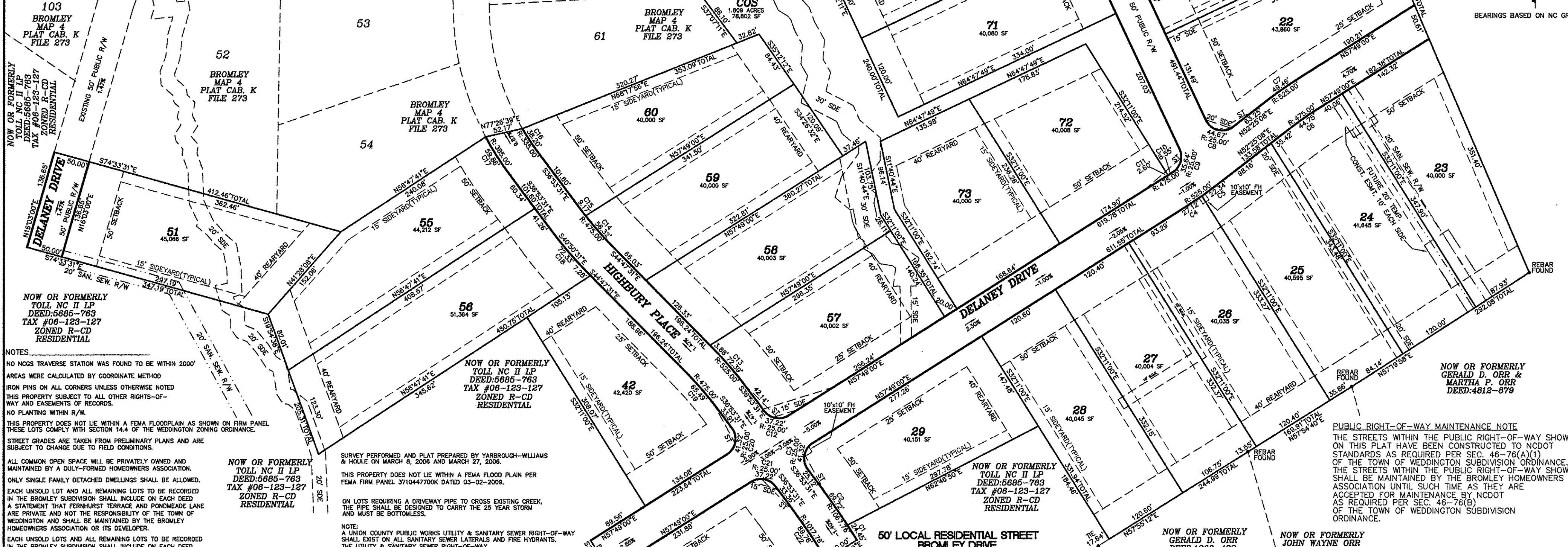
Certificate of Ownership and Dedication. I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the Town of Weddington and that I hereby adopt this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate all streets, alleys, walks, parks, and other sites and easements to public or private use as noted.

Owner - TOLL NC II, LP Date

Engineering Certificate. I, Marc A. Houle, a duly registered Professional Engineer, licensed in the State of North Carolina, do hereby certify that the drainage easements shown on this plat are sufficient to carry the 100 year storm runoff within the easement limits as shown.

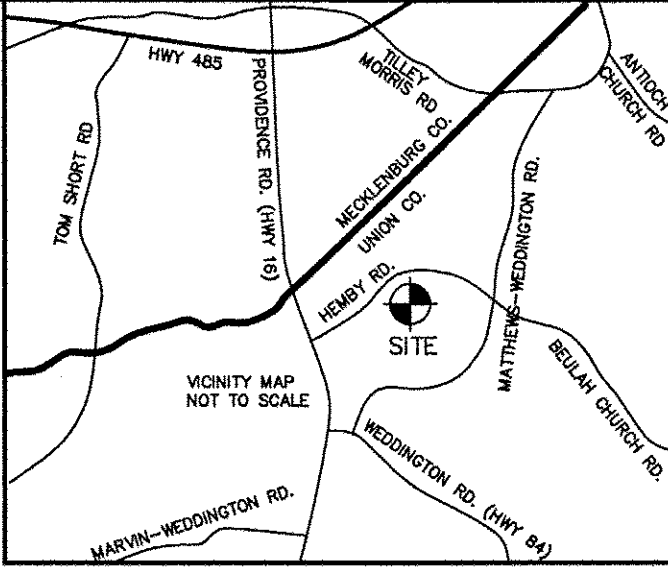
NCPE # Date

Signature



CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD, BEARING, DELTA. Lists curves C1 through C11 with their respective measurements.

CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD, BEARING, DELTA. Lists curves C12 through C22 with their respective measurements.



GRAPHIC SCALE (IN FEET) 1 inch = 100 ft.



NOW OR FORMERLY GERALD D. ORR & MARTHA P. ORR DEED:4812-879

BEARINGS BASED ON NC GRID

NOTES: NO NCOS TRAVERSE STATION WAS FOUND TO BE WITHIN 2000' AREAS WERE CALCULATED BY COORDINATE METHOD. IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED. THIS PROPERTY SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORDS. NO PLANTING WITHIN R/W.

THIS PROPERTY DOES NOT LIE WITHIN A FEMA FLOODPLAIN AS SHOWN ON FIRM PANEL. THESE LOTS COMPLY WITH SECTION 14.4 OF THE WEDDINGTON ZONING ORDINANCE.

STREET GRADES ARE TAKEN FROM PRELIMINARY PLANS AND ARE SUBJECT TO CHANGE DUE TO FIELD CONDITIONS.

ALL COMMON OPEN SPACE WILL BE PRIVATELY OWNED AND MAINTAINED BY A DULY-FORMED HOMEOWNERS ASSOCIATION. ONLY SINGLE FAMILY DETACHED DWELLINGS SHALL BE ALLOWED.

EACH UNSOLD LOT AND ALL REMAINING LOTS TO BE RECORDED IN THE BROMLEY SUBDIVISION SHALL INCLUDE ON EACH DEED A STATEMENT THAT FERNHURST TERRACE AND PONDECAVE LANE ARE PRIVATE AND NOT THE RESPONSIBILITY OF THE TOWN OF WEDDINGTON AND SHALL BE MAINTAINED BY THE BROMLEY HOMEOWNERS ASSOCIATION OR ITS DEVELOPER.

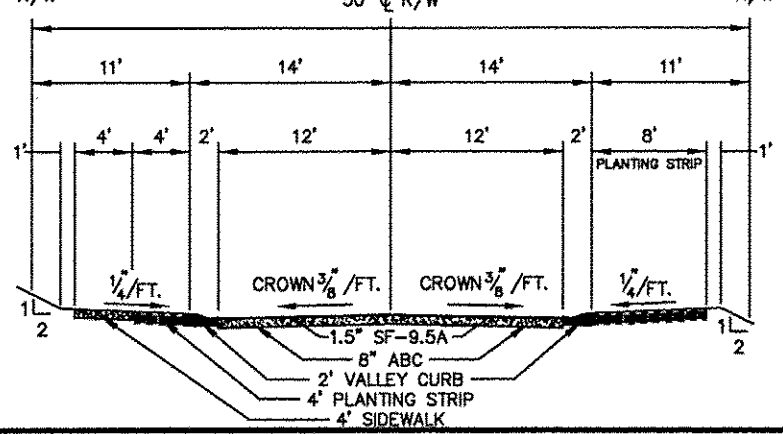
EACH UNSOLD LOTS AND ALL REMAINING LOTS TO BE RECORDED IN THE BROMLEY SUBDIVISION SHALL INCLUDE ON EACH DEED A STATEMENT THAT THE EXISTING TIMBER BRIDGE CONSTRUCTED IN THE RIGHT OF WAY OF FERNHURST TERRACE IS PRIVATE AND NOT THE RESPONSIBILITY OF THE TOWN OF WEDDINGTON AND SHALL BE MAINTAINED BY THE BROMLEY HOMEOWNERS ASSOCIATION OR ITS DEVELOPER.

NOW OR FORMERLY TOLL NC II LP DEED:5885-763 TAX #06-123-127 ZONED R-CD RESIDENTIAL. SURVEY PERFORMED AND PLAT PREPARED BY YARBROUGH-WILLIAMS & HOULE ON MARCH 8, 2006 AND MARCH 27, 2006. THIS PROPERTY DOES NOT LIE WITHIN A FEMA FLOOD PLAIN PER FEMA FIRM PANEL 3710447700K DATED 03-02-2009.

PROJECT INFORMATION: Existing Use - Residential Farmland, Proposed Use - Residential, Project Area - 28.639 ACRES, Current Zoning - Residential Conservation District (R-CD) (Conventional Design - 40,000 Sq. Ft. Lots).

Proposed No. of Lots: 25, Open Space Previously recorded on Maps 1-6: 1,809 Ac., LINEAR FEET OF BROMLEY DRIVE: 553.81', LINEAR FEET OF HIGHBURY PLACE: 744.33', LINEAR FEET OF DELANEY DRIVE: 1484.49', Total Proposed 2792.43 LINEAR FEET OF STREET.

NOW OR FORMERLY TOLL NC II LP DEED:5885-763 TAX #06-123-127 ZONED R-CD RESIDENTIAL. LEGEND: COS - COMMON OPEN SPACE, R/W - RIGHT-OF-WAY, SAN SEW/R/W - SANITARY SEWER RIGHT-OF-WAY, SDE - STORM DRAINAGE EASEMENT, SF - SQUARE FEET, ST - 10 X 70 SIGHT TRIANGLE, FH - FIRE HYDRANT, Road pavements width - 50' R/W 24' Pavement, 40' R/W 20' Pavement, Cul-de-sac 31' Pavement.



SHEET TITLE: FINAL PLAT 28.639 ACRES. PROJECT: BROMLEY MAP 7 TOWN OF WEDDINGTON, SANDY RIDGE TWSP., UNION CO., N.C. OWNER/DEVELOPER: TOLL NC II, LP. OWNER/DEVELOPER: TOLL NC II, LP. SHEET OF 5 SHEETS.

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.

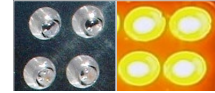
The pricing is as follows:

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

Radarsign Radar Speed Sign Features

Directional Beam Technology

- Delivers a higher quality display for drivers, even in bright sunlight
- Radarsign's proprietary design includes LED cones, magnifying the intensity of the light
- Delivers exceptional visibility by pinpointing light directly to the view of approaching drivers



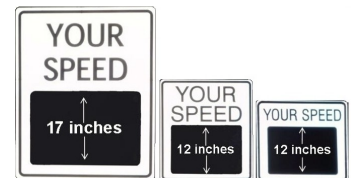
Heavy-duty aircraft aluminum housing

- Makes Radarsign products the most vandal resistant signs available
- A 3/8" armored Bashplate[™] protects LEDs and internal components
- Even 40 caliber bullets fired from point blank range could not penetrate the Bashplate or do massive internal damage to the sign



Available in two LED display sizes:

- 12" LED display with a 24"w x 21"h YOUR SPEED faceplate with 3-inch lettering
- 12" LED display with a 24"w x 26"h YOUR SPEED faceplate with 4-inch lettering
- 17" LED display with a 36"w x 44"h YOUR SPEED faceplate with 6-inch lettering



Four daily timers:

- Enable the radar speed sign to operate during user-defined times of day or to turn the sign off at night
- Full year calendar based pre-programming available with EZ Comm (optional)
- Provides flexible scheduling capabilities for schools, business campus settings, neighborhoods
- Activation of external devices from the radar speed sign based on speed and/or time, or temperature available with the External Device Trigger System (optional)

Speeding Alert

- Flashes actual speed to notify drivers they are exceeding the posted limit. For TC-1000 models, SLOW DOWN message option available.
- Two speeds of flashing alerts are standard



Display on-off feature

- Allows traffic data collection to continue even when the LED display is off
- Allows comparison of traffic data with the sign off compared with the sign on, proving its effectiveness in slowing speeders down

Quality standards:

- NEMA 4R level compliant housing
- MUTCD compliant
- UV resistant, abrasion resistant, shatter resistant, and graffiti resistant Lexan[™] cover

Power Options:

- Available in solar powered, battery powered or AC powered models ; Solar model will operate for up to three weeks on battery back-up; Battery model will operate up to three weeks without recharging



StreetSmart Data Collection Software (optional):

- Provides weekly, daily, hourly, and 1/2 hour and 1/4 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile.
- StreetSmart provides timely information for efficient traffic enforcement and traffic speed analysis
- Over 22 chart and graph options are available for data presentation
- When used with EZ Comm (optional), traffic data is automatically downloaded daily



Sign Communication and Management:

- Bluetooth[®] communication allows wireless operation of the radar sign and data download to a portable computer from the comfort of a nearby vehicle.
- EZ Comm (optional) is a cellular based remote sign management system with a 15 month pre-programmable calendar. Access sign operation from any browser-enabled desktop, notebook, tablet or smartphone anytime, from anywhere.

Our Radar Speed Signs - Built for Safety, Built to Last

Radar speed signs provide a proven, effective and affordable solution to calming traffic and reducing speeders on city streets and highways, in neighborhoods, school zones, parking lots and more.

Radarsign's selection of radar speed signs was designed to serve a variety of purposes and locations and includes AC powered, battery powered, and solar powered models.

- Radarsign's built for purpose design is the most vandal resistant radar speed sign on the market today.
- Heavy-duty aircraft aluminum housing with an armored 3/8" thick Bashplate[™] and 1/4" Lexan cover provide superior protection to the internal components of the radar speed sign from external forces and weather.
- Directional Beam Technology delivers a superior quality display for drivers, even in bright sunlight. Radarsign's proprietary design includes LED cones that magnify the intensity of the light, pinpointing it directly to the view of approaching drivers.
- Speeding alert flashes actual speed to notify drivers that they are exceeding the posted limit. For TC-1000 models, SLOW DOWN message option available.
- Display on-off feature allows traffic data collection to continue even when the display is off.
- Available in two LED display sizes. The TC-500 with a 12" LED display was designed for use on roads with 40 mph speed limit and below ; the TC-1000 with a 17" LED display was designed for use on roads with 45 mph speed limit and higher.
 - ⇒ 12" LED display with 24"w x 21"h YOUR SPEED faceplate w/ 3" lettering
 - ⇒ 12" LED display with 24"w x 26"h YOUR SPEED faceplate w/ 4" lettering
 - ⇒ 17" LED display with 36"w x 44"h YOUR SPEED faceplate w/ 6" lettering
- Abrasion resistant, shatter resistant, UV and graffiti resistant Lexan cover
- Maintenance free operation for years
- NEMA 4R level compliant housing
- MUTCD compliant





Radarsign™ Radar Speed Sign Models

AC Powered Radar Speed Sign	TC-500A	TC-1000A
Operates 24/7 with AC power supply	✓	✓
Hard wire to 100V-240V power supply	✓	✓
Designed for indoor or outdoor use	✓	✓

Solar Powered Radar Speed Sign	TC-500S	TC-1000S
Provides years of uninterrupted use, 24/7	✓	✓
Operates for up to 3 weeks on battery backup	✓	✓
Includes two 12-volt AGM batteries	✓	✓
For use in a permanent location	✓	✓

Battery Powered Radar Speed Sign	TC-500B
Operates for up to 3 weeks on a single charge	✓
Includes two 12-volt AGM batteries	✓
Includes AC adapter/charger	✓
Recharge period: 12 hours	✓
Includes locking pole-mount bracket set for easy relocation of the sign to alternate pole locations	✓



All Radarsign models include a two-year warranty on parts and labor, including batteries.

All Radarsign models equipped with BLUETOOTH® communication

- Standard feature on all Radarsign models
- Allows the wireless operation of the radar speed sign and data collection wirelessly with a laptop from the comfort of a nearby vehicle.
- No need to open the radar speed sign to retrieve data card
- Connect directly to a Windows laptop or Netbook
- Operates up to 30 feet away from the radar speed sign
- Downloads daily traffic records in about 15 seconds
- One laptop software and BLUETOOTH® USB device included per customer. (Optional pre-programmed netbook available.)


Available Options

- **StreetSmart** - Traffic statistics software to report, organize and analyze speed and traffic data
- **EZ Comm** - Secure cellular based remote sign management system with 15 month calendar (Available for AC and solar models only)
- **External Device Trigger Option**- System that activates external devices from the radar speed sign based on time and/or speed, or temperature (Available for AC and solar models only)
- **Netbook** dedicated to the operation of the radar speed sign and data collection (Windows 7, Bluetooth® enabled and includes a trial copy of Excel)
- **Poles** - Aluminum or black decorative poles with FHWA safety compliant breakaway bases

SAFETY IN A BOX Easy as 1-2-3

Radarsign's Safety in a BoxTM is easy to order, requires no configuration and is a complete package for the end user. This all inclusive sign package has everything needed for installation except the shovel and the concrete. All that is required is digging a hole, pouring the concrete, and installing the sign. It's that easy.

Safety in a BoxTM Package includes:

- 
 - TC-500S solar powered radar speed sign w/ 12" LED display
 - 24" w x 21" h YOUR SPEED faceplate
 - 40 watt solar panel with mounting bracket
 - Regulatory speed limit sign (choose from 10, 15, 20, 25, 30 or 35 MPH)
 - Sign extender bracket for the regulatory speed limit sign
- All hardware needed to mount the radar sign and solar panel on a pole
- 11' aluminum pole with breakaway base and pole cap (*optional black decorative pole is available*)
- Concrete form for the pole base and anchor bolts (*aluminum pole only*)
- Armored BashplateTM provides the most effective vandal protection on the market today
- Bluetooth® wireless operation from your laptop PC
- StreetSmart Data Collection software
- 2 year warranty on parts and labor, including batteries



**Proudly Engineered and
Manufactured in the USA**



Radarsign w/12" LED display
& YOUR SPEED faceplate



Regulatory speed
limit sign



Installed concrete form
with anchor bolts & rebar



Sealed, powder-coated aluminum
housing



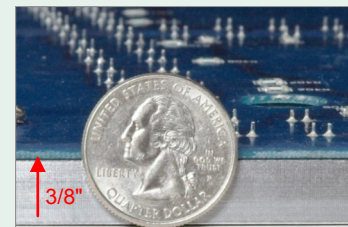
40 watt solar panel



Installed extender
brackets



Breakaway pole base
(square base also available)



3/8" BashplateTM protects LEDs
and internal components

TC-500B Battery Powered Radar Speed Sign A Portable Traffic Calming Solution

The TC-500B is our most portable radar speed sign and the easiest to move. The locking pole mount bracket set was specifically designed to secure the battery powered radar speed sign easily and safely to multiple pole or post locations. There are two pieces in the bracket set, the front bracket that attaches permanently to the sign and the back bracket that attaches permanently to each pole or post location.

The TC-500B includes an AC adapter/charger and two 12 volt 18 amp/hour AGM batteries. The sign will operate for up to three weeks on battery back-up, and recharges in 12 hours.

TC-500B Features and Benefits

- Mounts and un-mounts in minutes
- Secures to pole with lock (Lock is included with the sign)
- Allows same day response to speeding complaints.
- Fits in trunk and is a great community goodwill device.
- Operates for up to 3 weeks between overnight recharge (12 hours)
- Can be mounted in hundreds of locations where speed trailers are not safe
- Use multiple back brackets to create regular rotation of your radar speed sign
- Armored design is durable enough to withstand most extreme vandalism, even gunshots
- Records traffic data that can be used to confirm speeding in neighborhoods or other trouble locations
- Pinpoints specific speeding times during the day, providing law enforcement with the best information about when to patrol
- Bluetooth® wireless communication for operation and data collection
- Demonstrates proactive approach on safety and speeding concerns.

Advantages of a Portable Radar Speed Sign vs. Speed Trailers

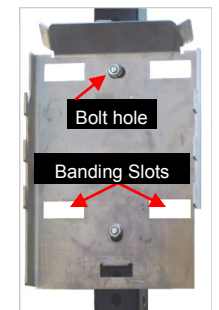
Lower price: Less than half the price of a speed trailer

Safety: Speed trailers cannot be used safely in many locations. Locations are limited to flat areas that can support a 5 or 6 foot wide trailer.

Flexibility: Model TC-500B can be used in many places a speed trailer simply will not fit, and will mount to any existing pole.

Versatility: A radar speed sign can be used on the back of vehicle using a hitch; it can easily be moved and used in other locations by mounting on existing poles; or it can be used on Radarsign's Mobile Patrol Stand.

Coverage: At half the price of a speed trailer, you can get two TC-500B portable radar speed signs, resulting in twice the coverage.



The back bracket permanently attaches to any existing pole.

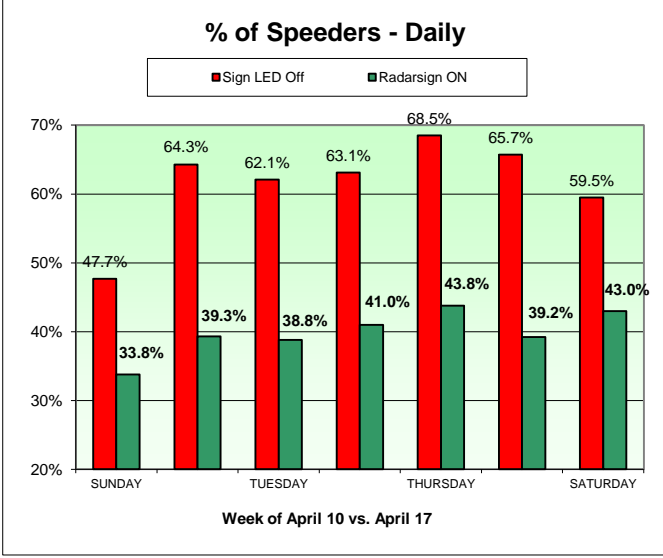


The front bracket attaches permanently to the radar speed sign.



The radar sign hooks onto the back pole mount bracket. The lock secures the two pieces.

STREETSMARTTM Traffic Statistics Software

<p>Basics</p>	<p>Data Collection: Tallies data on vehicles as they pass by the driver feedback sign</p> <p>Information Recorded: Time of day and Date Average Vehicle Speed Peak Vehicle Speed Number of Vehicles per half hour segment, with daily totals Number of Speed Limit violators per 1/2 hour segment, with daily totals</p> <p>Analysis Breakouts: Daily Reports available in half hour and one hour segments</p>																																																																																															
<p>Standard Reports</p>	<p>Reports 1-4: Vehicle Counts - Weekly, Daily, Hourly, & 1/2 hour reports</p> <p>Reports 5-8: Speed Limit Violations - Weekly, Daily, Hourly, & 1/2 hour reports</p> <p>Reports 9-10: Vehicle Average Speeds - Daily & 1/2 hour reports</p> <p>Reports 11-12: Vehicle Peak Speed - Daily & 1/2 hour reports</p> <p>Reports 13-14: % of Vehicles Violating Speed Limit - Daily and hourly reports</p> <p>Daily Report 15: Vehicle average speeds, by MPH segments (7 MPH to 127 MPH, with vehicle count in 12 speed segments: 21-25 mph, 26-30 mph, 31-35 mph, etc.)</p> <p>Daily Report 16: Vehicle peak speeds, by MPH segments (7 MPH to 127 MPH, with vehicle count in 12 speed segments: 21-25 mph, 26-30 mph, 31-35 mph, etc.)</p> <p>Daily Report 17: 50th and 85th percentile speeds</p>																																																																																															
<p>Raw Data</p>	<p>PDB file format: STREETSMART converts files to .csv format for use with spreadsheet</p> <p>STREETSMART Manager: Populates master data fields in spreadsheet template, and auto-generates the graphs for easy viewing of data.</p>																																																																																															
<p>Report & Graph Examples</p>	<table border="1" data-bbox="267 1327 771 1881"> <thead> <tr> <th colspan="5">DAILY SPEEDS & VEHICLE COUNTS</th> </tr> <tr> <th></th> <th># OF</th> <th># OVER</th> <th>SPEED</th> <th>SPEED</th> </tr> <tr> <th>TIME</th> <th>VEHICLES</th> <th>LIMIT</th> <th>AVG</th> <th>PEAK</th> </tr> </thead> <tbody> <tr><td>10:30</td><td>52</td><td>37</td><td>25.6</td><td>40</td></tr> <tr><td>11:00</td><td>36</td><td>25</td><td>24.7</td><td>43</td></tr> <tr><td>11:30</td><td>35</td><td>23</td><td>26.7</td><td>39</td></tr> <tr><td>12:00</td><td>32</td><td>20</td><td>25.6</td><td>35</td></tr> <tr><td>12:30</td><td>31</td><td>18</td><td>24.7</td><td>38</td></tr> <tr><td>13:00</td><td>34</td><td>24</td><td>25.9</td><td>37</td></tr> <tr><td>13:30</td><td>41</td><td>27</td><td>22.2</td><td>41</td></tr> <tr><td>14:00</td><td>40</td><td>30</td><td>25.9</td><td>40</td></tr> <tr><td>14:30</td><td>38</td><td>28</td><td>23.9</td><td>36</td></tr> <tr><td>15:00</td><td>39</td><td>33</td><td>21.3</td><td>37</td></tr> <tr><td>15:30</td><td>44</td><td>36</td><td>23.7</td><td>44</td></tr> <tr><td>16:00</td><td>51</td><td>31</td><td>26.2</td><td>41</td></tr> <tr><td>16:30</td><td>46</td><td>30</td><td>25.8</td><td>46</td></tr> <tr><td>17:00</td><td>48</td><td>28</td><td>24.4</td><td>38</td></tr> <tr><td>17:30</td><td>54</td><td>36</td><td>23.3</td><td>37</td></tr> <tr><td>18:00</td><td>42</td><td>33</td><td>24.9</td><td>39</td></tr> </tbody> </table> <div data-bbox="787 1327 1446 1881"> <p>% of Speeders - Daily</p>  <p>Legend: ■ Sign LED Off ■ Radarsign ON</p> <p>Week of April 10 vs. April 17</p> </div>	DAILY SPEEDS & VEHICLE COUNTS						# OF	# OVER	SPEED	SPEED	TIME	VEHICLES	LIMIT	AVG	PEAK	10:30	52	37	25.6	40	11:00	36	25	24.7	43	11:30	35	23	26.7	39	12:00	32	20	25.6	35	12:30	31	18	24.7	38	13:00	34	24	25.9	37	13:30	41	27	22.2	41	14:00	40	30	25.9	40	14:30	38	28	23.9	36	15:00	39	33	21.3	37	15:30	44	36	23.7	44	16:00	51	31	26.2	41	16:30	46	30	25.8	46	17:00	48	28	24.4	38	17:30	54	36	23.3	37	18:00	42	33	24.9	39
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TOWN OF WEDDINGTON

MEMORANDUM

DATE: 9/9/13
TO: MAYOR
TOWN COUNCIL
CC: AMY MCCOLLUM, TOWN CLERK
FROM: JORDAN COOK, ZONING ADMINISTRATOR/PLANNER
RE: UPDATE FROM PLANNING/ZONING OFFICE

- Staff has received a Conditional Zoning Permit application for a 176 foot, 1.5 million gallon elevated water storage tank along Hemby Road. Public Involvement Meetings 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



TOWN OF WEDDINGTON MEMORANDUM

DATE: 9/5/13
TO: MAYOR AND TOWN COUNCIL
FROM: AMY S. MCCOLLUM, TOWN ADMINISTRATOR
RE: UPDATE

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



Union County Sheriff's Office
Events By Nature

Date of Report

9/3/2013

2:32:18PM

For the Month of: August 2013

<u>Event Type</u>	<u>Total</u>
911 HANG UP	31
911 MISDIAL	7
911 TEST CALL	2
ACCIDENT EMD	3
ACCIDENT HITRUN PD LAW	1
ACCIDENT PD COUNTY NO EMD	9
ACCIDENT WITH INJURIES	2
ALARMS LAW	46
ANIMAL BITE REPORT LAW	1
ANIMAL COMP SERVICE CALL LAW	9
ASSIST EMS OR FIRE	2
ATTEMPT TO LOCATE	2
ATV ACCIDENT EMD	1
BOLO	9
BURGLARY HOME OTHER NONBUSINESS	9
BURGLARY VEHICLE	6
BUSINESS CHECK	26
CALL BY PHONE	3
CARDIAC RESPIRTY ARREST EMD	1
DELIVER MESSAGE	1
DISCHARGE OF FIREARM	2
DISTURBANCE OR NUISANCE	4
DOMESTIC DISTURBANCE	5
DRUG INFORMATION NOT IN PROGR	1
ESCORT	1
FELL PUBLIC ASSIST	1
FOLLOW UP INVESTIGATION	3
FOUND PERSON	1

<u>Event Type</u>	<u>Total</u>
FRAUD DECEPTION FORGERY	4
FUNERAL ESCORT	1
HARASSMENT STALKING THREATS	1
IMPROPERLY PARKED VEHICLE	1
INDECENCY LEWDNESS EXPOSURE	1
INTOXICATED DRIVER	1
INTOXICATED PEDESTRIAN	1
INVESTIGATION	3
JUVENILE COMPLAINT	2
KEEP THE PEACE REQUEST	1
LARCENY THEFT	3
LOST OR FOUND PROPERTY	1
MEET REQUEST NO REFERENCE GIVN	4
MISCELLANEOUS CALL LAW	1
MISSING PERSON	1
MOTORIST ASSIST	5
OVERDOSE POISONING EMD	3
PREVENTATIVE PATROL	201
PROP DAMAGE VANDALISM MISCHIEF	5
PUBLIC SERVICE	6
PUBLIC WORKS CALL	1
RADAR PATROL INCLUDING TRAINIG	11
REFERAL OR INFORMATION CALL	1
REPOSESSION OF PROPERTY	1
RESIDENTIAL CHECK	1
SEARCH CONDUCTED BY LAW AGNCY	2
SERVE CRIMINAL CIVIL SUBPOENA	1
SERVE DOMESTIC VIOL ORDER	2
SERVE EVICTION NOTICE	1
SERVE WARRANT	7
SEX ASSAULT CHILD LAW	2
STRUCTURE FIRE EFD	2

<u>Event Type</u>	<u>Total</u>
STRUCTURE FIRE GENERAL	1
SUICIDAL THREAT EPD	1
SUSPICIOUS PERSON	9
SUSPICIOUS VEHICLE	12
THEFT OF VEHICLE OR PARTS	1
TRAFFIC STOP	23
TRAFFIC VIOLATION COMPLAINT	2
TRESPASSING UNWANTED SUBJ	1
WELL BEING CHECK	3

Total Calls for Month: 520

PROVIDENCE VFD

Union Fire 33

Union EMS 26

Meck Fire 05

Meck EMS 00

Total Calls 64

Training hours 459 hrs

Providence Volunteer Fire Department Income & Expense Budget Performance August 2013

	<u>Aug 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul - Aug 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense							
Income							
110 - Subsidies							
111 - Mecklenburg Cty	0.00	5,416.66	-5,416.66	0.00	10,833.40	-10,833.40	65,000.00
113 - Town of Weddington	45,500.00	45,500.00	0.00	91,000.00	91,000.00	0.00	546,000.00
116 - Town of Weddington - Other	0.00			50,000.00			
117 - Mecklenburg Cty Radio Subsidy	0.00	1,300.66	-1,300.66	0.00	2,601.40	-2,601.40	15,608.00
Total 110 - Subsidies	45,500.00	52,217.32	-6,717.32	141,000.00	104,434.80	36,565.20	626,608.00
120 - Dues & Fees							
121 - Union County Fire Fees	0.00	833.33	-833.33	1,155.52	1,666.70	-511.18	10,000.00
Total 120 - Dues & Fees	0.00	833.33	-833.33	1,155.52	1,666.70	-511.18	10,000.00
130 - Vol Donations							
131 - Memorials	0.00	41.66	-41.66	0.00	83.40	-83.40	500.00
134 - Other	0.00	250.00	-250.00	220.00	500.00	-280.00	3,000.00
Total 130 - Vol Donations	0.00	291.66	-291.66	220.00	583.40	-363.40	3,500.00
140 - Other Income							
142 - Fire Fighters' Relief Fund	0.00	416.66	-416.66	0.00	833.40	-833.40	5,000.00
143 - Fuel Tax Refund	0.00	83.33	-83.33	0.00	166.70	-166.70	1,000.00
144 - Sales Tax Refund	0.00	250.00	-250.00	0.00	500.00	-500.00	3,000.00
145 - Interest	0.00	250.00	-250.00	0.00	500.00	-500.00	3,000.00
147 - Medic-EMS Reimbursement	0.00	1,000.00	-1,000.00	1,027.50	2,000.00	-972.50	12,000.00
155 - Christmas Fundraising Income	0.00			0.00			5,000.00
156 - Newsletter Income	0.00			0.00			7,500.00
Total 140 - Other Income	0.00	1,999.99	-1,999.99	1,027.50	4,000.10	-2,972.60	36,500.00
150 - Uncategorized Income	0.00			325.00			
Total Income	45,500.00	55,342.30	-9,842.30	143,728.02	110,685.00	33,043.02	676,608.00
Expense							
200 - Administration							
202 - Legal Fees	0.00	416.66	-416.66	0.00	833.40	-833.40	5,000.00
203 - Building Upgrade Fees	189.00			16,921.11			
204 - Ladder Shed Upgrade Fees	2,817.91			53,484.72			
209 - Annual Dinner/Award	0.00			0.00			4,000.00
210 - Fire Chief Discretionary	134.48	166.66	-32.18	161.77	333.40	-171.63	2,000.00
211 - Bank Charges & Credit Card Fee	0.00	20.83	-20.83	43.65	41.70	1.95	250.00
212 - Prof Fees	450.00	458.33	-8.33	900.00	916.70	-16.70	5,500.00
213 - Computer Upgrades	0.00	166.66	-166.66	2,270.00	333.40	1,936.60	2,000.00
214 - Off Supplies	129.65	208.33	-78.68	129.65	416.70	-287.05	2,500.00
215 - Printing/Newsletter	0.00			0.00			3,000.00
216 - Postage	27.14	125.00	-97.86	27.14	250.00	-222.86	1,500.00
217 - Dues, Subscriptions, & Internet	128.00	62.50	65.50	128.00	125.00	3.00	750.00
218 - Fire Fighters' Association	0.00			0.00			500.00
219 - Miscellaneous	602.24	166.66	435.58	766.74	333.40	433.34	2,000.00
Total 200 - Administration	4,478.42	1,791.63	2,686.79	74,832.78	3,583.70	71,249.08	29,000.00
220 - Insurance							
223 - Vol. Fire Fighters' Workers Com	0.00			0.00			8,000.00
224 - Commercial Package	0.00			0.00			20,000.00
Total 220 - Insurance	0.00			0.00			28,000.00

Providence Volunteer Fire Department Income & Expense Budget Performance August 2013

	<u>Aug 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul - Aug 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
225 - Drug Testing/Physical Exams	0.00	416.66	-416.66	0.00	833.40	-833.40	5,000.00
230 - Taxes							
231 - Sales Taxes							
232 - Meck CO.	300.27	125.00	175.27	582.50	250.00	332.50	1,500.00
233 - Union County	136.94	33.33	103.61	578.79	66.70	512.09	400.00
Total 231 - Sales Taxes	<u>437.21</u>	<u>158.33</u>	<u>278.88</u>	<u>1,161.29</u>	<u>316.70</u>	<u>844.59</u>	<u>1,900.00</u>
236 - Property Tax	0.00	8.33	-8.33	0.00	16.70	-16.70	100.00
237 - Freight	0.00	8.33	-8.33	0.00	16.70	-16.70	100.00
Total 230 - Taxes	<u>437.21</u>	<u>174.99</u>	<u>262.22</u>	<u>1,161.29</u>	<u>350.10</u>	<u>811.19</u>	<u>2,100.00</u>
300 - Build Maintenance							
370 - Security Monitoring	261.00			261.00			
310 - Cleaning	0.00			0.00			500.00
320 - Landscaping & Lawn Care	165.00	208.33	-43.33	310.00	416.70	-106.70	2,500.00
330 - Trash and Landfill	50.00	41.66	8.34	100.00	83.40	16.60	500.00
340 - Pest Control	0.00			0.00			500.00
350 - Maintenance Supplies	819.01	416.66	402.35	1,374.62	833.40	541.22	5,000.00
351 - Furniture	0.00	166.66	-166.66	700.00	333.40	366.60	2,000.00
360 - Repairs	258.00	833.33	-575.33	1,998.00	1,666.70	331.30	10,000.00
Total 300 - Build Maintenance	<u>1,553.01</u>	<u>1,666.64</u>	<u>-113.63</u>	<u>4,743.62</u>	<u>3,333.60</u>	<u>1,410.02</u>	<u>21,000.00</u>
400 - Utilities							
410 - Electric	931.31	833.33	97.98	1,829.28	1,666.70	162.58	10,000.00
420 - Natural Gas	0.00	291.66	-291.66	46.66	583.40	-536.74	3,500.00
430 - Telephone	289.40	291.66	-2.26	751.70	583.40	168.30	3,500.00
440 - Water	27.65	41.66	-14.01	97.80	83.40	14.40	500.00
Total 400 - Utilities	<u>1,248.36</u>	<u>1,458.31</u>	<u>-209.95</u>	<u>2,725.44</u>	<u>2,916.90</u>	<u>-191.46</u>	<u>17,500.00</u>
500 - Fire Fighters' Equip/Training							
510 - Clothing							
512 - Dress Uniforms	0.00	166.66	-166.66	0.00	333.40	-333.40	2,000.00
513 - Clothing - Other	80.70	416.66	-335.96	349.20	833.40	-484.20	5,000.00
Total 510 - Clothing	<u>80.70</u>	<u>583.32</u>	<u>-502.62</u>	<u>349.20</u>	<u>1,166.80</u>	<u>-817.60</u>	<u>7,000.00</u>
520 - Equipment							
521 - Radios\ Pagers - New	0.00	250.00	-250.00	0.00	500.00	-500.00	3,000.00
522 - Radios\ Pagers - Maintenance	20.90	83.33	-62.43	2,484.90	166.70	2,318.20	1,000.00
523 - Equipment - New	486.74	750.00	-263.26	1,644.74	1,500.00	144.74	9,000.00
524 - Equipment - Maintenance	822.82	416.66	406.16	2,021.10	833.40	1,187.70	5,000.00
525 - Firefighting Supplies	0.00	416.66	-416.66	515.00	833.40	-318.40	5,000.00
528 - Mecklenburg Radio Contract	9,916.68	1,300.66	8,616.02	9,916.68	2,601.40	7,315.28	15,608.00
Total 520 - Equipment	<u>11,247.14</u>	<u>3,217.31</u>	<u>8,029.83</u>	<u>16,582.42</u>	<u>6,434.90</u>	<u>10,147.52</u>	<u>38,608.00</u>
529 - PPE (Personal Protective Equip)	2,264.00	2,916.66	-652.66	1,858.40	5,833.40	-3,975.00	35,000.00
530 - Medical							
531 - Equipment	0.00			3,007.00			
532 - Supplies	476.12	208.33	267.79	632.89	416.70	216.19	2,500.00
533 - Waste	200.58	125.00	75.58	401.16	250.00	151.16	1,500.00
Total 530 - Medical	<u>676.70</u>	<u>333.33</u>	<u>343.37</u>	<u>4,041.05</u>	<u>666.70</u>	<u>3,374.35</u>	<u>4,000.00</u>

Providence Volunteer Fire Department
Income & Expense Budget Performance
August 2013

	<u>Aug 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul - Aug 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
540 - Training							
541 - Seminars	480.17	1,075.00	-594.83	480.17	2,150.00	-1,669.83	12,900.00
542 - Books	0.00	125.00	-125.00	1,613.17	250.00	1,363.17	1,500.00
543 - PR Literature	0.00	125.00	-125.00	0.00	250.00	-250.00	1,500.00
544 - Other - Training Bonus	0.00	1,958.33	-1,958.33	0.00	3,916.70	-3,916.70	23,500.00
Total 540 - Training	<u>480.17</u>	<u>3,283.33</u>	<u>-2,803.16</u>	<u>2,093.34</u>	<u>6,566.70</u>	<u>-4,473.36</u>	<u>39,400.00</u>
Total 500 - Fire Fighters' Equip/Trainin	14,748.71	10,333.95	4,414.76	24,924.41	20,668.50	4,255.91	124,008.00
600 - Fire Engines							
620 - '99 Southern Coach Eng #322	0.00	1,250.00	-1,250.00	4,492.89	2,500.00	1,992.89	15,000.00
635 - '93 KME Engine #323	1,604.00	833.33	770.67	10,292.11	1,666.70	8,625.41	10,000.00
640 - '03 Red Diamond #324	624.50	500.00	124.50	940.75	1,000.00	-59.25	6,000.00
650 - '02 Ford Quesco Brush #326	0.00	166.66	-166.66	0.00	333.40	-333.40	2,000.00
660 - '95 Intern\Hackney Squad #32	0.00	416.66	-416.66	586.02	833.40	-247.38	5,000.00
680 - '06 KME Pumper #321	0.00	1,333.33	-1,333.33	805.20	2,666.70	-1,861.50	16,000.00
681 - Diesel Fuel	1,034.82	1,583.33	-548.51	2,642.26	3,166.70	-524.44	19,000.00
682 - Gasoline	0.00	16.66	-16.66	0.00	33.40	-33.40	200.00
683 - Cleaning Supplies	0.00	83.33	-83.33	0.00	166.70	-166.70	1,000.00
684 - Miscellaneous Parts	163.18	83.33	79.85	163.18	166.70	-3.52	1,000.00
685 - Fire Engines - Other	0.00	500.00	-500.00	0.00	1,000.00	-1,000.00	6,000.00
Total 600 - Fire Engines	<u>3,426.50</u>	<u>6,766.63</u>	<u>-3,340.13</u>	<u>19,922.41</u>	<u>13,533.70</u>	<u>6,388.71</u>	<u>81,200.00</u>
800 - Firefighters Payroll							
801 - Payroll - Day Shift (Hourly)	16,309.50	17,480.00	-1,170.50	30,310.50	34,960.00	-4,649.50	209,760.00
809 - Payroll - Day Shift (Stipend)	1,200.00	1,500.00	-300.00	2,760.00	3,000.00	-240.00	18,000.00
802 - Payroll - Night Shift (Hourly)	9,126.00	9,490.00	-364.00	18,937.00	18,980.00	-43.00	113,880.00
810 - Payroll - Night Shift (Stipend)	1,880.00	1,825.00	55.00	3,110.00	3,650.00	-540.00	21,900.00
808 - Payroll Expenses							
FICA	2,181.45	1,798.58	382.87	4,216.49	3,597.20	619.29	21,583.00
SUTA	307.96	500.00	-192.04	595.22	1,000.00	-404.78	6,000.00
808 - Payroll Expenses - Other	87.20	125.00	-37.80	165.70	250.00	-84.30	1,500.00
Total 808 - Payroll Expenses	<u>2,576.61</u>	<u>2,423.58</u>	<u>153.03</u>	<u>4,977.41</u>	<u>4,847.20</u>	<u>130.21</u>	<u>29,083.00</u>
Total 800 - Firefighters Payroll	31,092.11	32,718.58	-1,626.47	60,094.91	65,437.20	-5,342.29	392,623.00
850 - Christmas Fundraising Expense	0.00			0.00			4,000.00
Total Expense	<u>56,984.32</u>	<u>55,327.39</u>	<u>1,656.93</u>	<u>188,404.86</u>	<u>110,657.10</u>	<u>77,747.76</u>	<u>704,431.00</u>
Net Ordinary Income	<u>-11,484.32</u>	<u>14.91</u>	<u>-11,499.23</u>	<u>-44,676.84</u>	<u>27.90</u>	<u>-44,704.74</u>	<u>-27,823.00</u>
Net Income	<u><u>-11,484.32</u></u>	<u><u>14.91</u></u>	<u><u>-11,499.23</u></u>	<u><u>-44,676.84</u></u>	<u><u>27.90</u></u>	<u><u>-44,704.74</u></u>	<u><u>-27,823.00</u></u>

Providence Volunteer Fire Department
Balance Sheet
As of August 31, 2013

Aug 31, 13

ASSETS

Current Assets

Checking/Savings

Checking Accounts

BB&T Checking-5119 74,179.31

BOA Payroll-7449 2,130.94

Total Checking Accounts 76,310.25

CD - BBT - 0094 (02/10/14) 119,487.22

Firemen Relief-BOA-8254 39,752.79

Total Checking/Savings 235,550.26

Total Current Assets 235,550.26

Fixed Assets

Air Packs 73,087.70

Bauer Vertecon Air Compressor 40,000.00

Commercial Protector System 2,112.50

Dexter T-400 Washer\Extractor 3,611.00

Fire Fighter Main Equipment 18,219.29

Groban Electric Generator 5,000.00

Ladder Truck Building 32,452.08

Total Fixed Assets 174,482.57

Other Assets

1993 KME Engine #323 50,000.00

1996 Internat'l #32 119,365.76

1999 SouthCo #322 274,231.58

2002 Ford #326 44,029.33

2003 Red Diamond #324 240,302.00

2006 KME Pumper #321 400,555.50

Building 346,812.09

Equip 27,615.37

Land 12,590.00

X Accum Depr -1,125,560.00

Total Other Assets 389,941.63

TOTAL ASSETS 799,974.46

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 - Payroll Liabilities 595.25

Total Other Current Liabilities 595.25

Total Current Liabilities 595.25

Total Liabilities 595.25

Equity

3900 - Retained Earnings 844,056.05

Net Income -44,676.84

Total Equity 799,379.21

4:34 PM
09/03/13
Cash Basis

Providence Volunteer Fire Department
Balance Sheet
As of August 31, 2013

Aug 31, 13

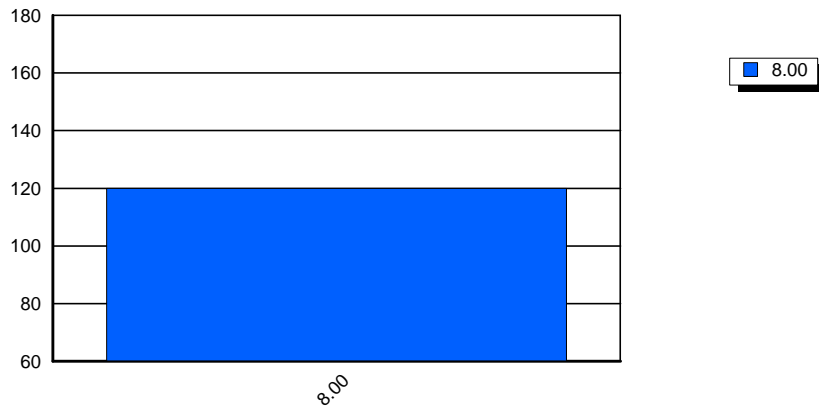
TOTAL LIABILITIES & EQUITY

799,974.46

WESLEY CHAPEL VFD

9/1/2013

Count of Alarms Per Month



<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1304438	0	08/01/2013
09020	1304444	0	08/01/2013
09020	1304459	0	08/03/2013
09020	1304460	0	08/03/2013
09020	1304463	0	08/03/2013
09020	1304480	0	08/03/2013
09020	1304491	0	08/04/2013
09020	1304507	0	08/05/2013
09020	1304510	0	08/05/2013
09020	1304513	0	08/05/2013
09020	1304515	0	08/05/2013
09020	1304518	0	08/05/2013
09020	1304523	0	08/05/2013
09020	1304527	0	08/06/2013
09020	1304532	0	08/06/2013
09020	1304536	0	08/06/2013
09020	1304541	0	08/06/2013
09020	1304543	0	08/06/2013
09020	1304544	0	08/06/2013
09020	1308909	0	08/06/2013
09020	1304546	0	08/06/2013
09020	1304555	0	08/07/2013
09020	1304557	0	08/07/2013
09020	1304571	0	08/07/2013
09020	1304562	0	08/07/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1304563	0	08/07/2013
09020	1304565	0	08/07/2013
09020	1304579	0	08/08/2013
09020	1304581	0	08/08/2013
09020	1304595	0	08/08/2013
09020	1304603	0	08/09/2013
09020	1304610	0	08/09/2013
09020	1304615	0	08/09/2013
09020	1304619	0	08/10/2013
09020	1304624	0	08/10/2013
09020	1304793	0	08/10/2013
09020	1304639	0	08/10/2013
09020	1304647	0	08/11/2013
09020	1304653	0	08/11/2013
09020	1304665	0	08/12/2013
09020	1304666	0	08/12/2013
09020	1304673	0	08/12/2013
09020	1304675	0	08/12/2013
09020	1304683	0	08/13/2013
09020	1304706	0	08/14/2013
09020	1304711	0	08/14/2013
09020	1304716	0	08/14/2013
09020	1304718	0	08/14/2013
09020	1304722	0	08/14/2013
09020	1304726	0	08/15/2013
09020	1304732	0	08/15/2013
09020	1304735	0	08/15/2013
09020	1304742	0	08/15/2013
09020	1304745	0	08/15/2013
09020	1304749	0	08/16/2013
09020	1304750	0	08/16/2013
09020	1304751	0	08/16/2013
09020	1304752	0	08/16/2013
09020	1304756	0	08/16/2013
09020	1304771	0	08/17/2013
09020	1304786	0	08/18/2013
09020	1304792	0	08/18/2013
09020	1304791	0	08/18/2013
09020	1304802	0	08/18/2013
09020	1304805	0	08/18/2013
09020	1304807	0	08/19/2013
09020	1304808	0	08/19/2013
09020	1304809	0	08/19/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1304810	0	08/19/2013
09020	1304812	0	08/19/2013
09020	1304818	0	08/19/2013
09020	1304821	0	08/19/2013
09020	1304826	0	08/20/2013
09020	1304830	0	08/20/2013
09020	1304829	0	08/20/2013
09020	1304834	0	08/20/2013
09020	1304835	0	08/20/2013
09020	1304837	0	08/20/2013
09020	1304847	0	08/20/2013
09020	1304845	0	08/20/2013
09020	1304850	0	08/20/2013
09020	1304852	0	08/21/2013
09020	1304855	0	08/21/2013
09020	1304856	0	08/21/2013
09020	1304864	0	08/21/2013
09020	1304872	0	08/21/2013
09020	1304881	0	08/22/2013
09020	1304891	0	08/22/2013
09020	1304894	0	08/22/2013
09020	1304897	0	08/23/2013
09020	1304900	0	08/23/2013
09020	1304908	0	08/23/2013
09020	1304910	0	08/23/2013
09020	1304923	0	08/24/2013
09020	1304926	0	08/24/2013
09020	1304297	0	08/24/2013
09020	1304945	0	08/24/2013
09020	1304943	0	08/24/2013
09020	1304930	0	08/24/2013
09020	1304931	0	08/24/2013
09020	1304929	0	08/24/2013
09020	1304933	0	08/24/2013
09020	1304944	0	08/24/2013
09020	1304956	0	08/25/2013
09020	1304977	0	08/26/2013
09020	1304982	0	08/26/2013
09020	1305004	0	08/28/2013
09020	1305007	0	08/28/2013
09020	1305019	0	08/28/2013
09020	1305016	0	08/28/2013
09020	1305021	0	08/28/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1305022	0	08/28/2013
09020	1305027	0	08/29/2013
09020	1305030	0	08/29/2013
09020	1305033	0	08/29/2013
09020	1305039	0	08/29/2013
09020	1305041	0	08/30/2013
09020	1305054	0	08/30/2013
09020	1305063	0	08/31/2013
09020	1305073	0	08/31/2013

Month Total: **120**

Grand Total: **120**

WESLEY CHAPEL VFD

9/1/2013

NFIRS Incident Listing Summary Report

2 total calls for Incident Type 111 **Building fire**
1 total calls for Incident Type 131 **Passenger vehicle fire**
50 total calls for Incident Type 311 **Medical assist, assist EMS crew**
8 total calls for Incident Type 322 **Motor vehicle accident with injuries**
1 total calls for Incident Type 324 **Motor vehicle accident with no injuries**
1 total calls for Incident Type 350 **Extrication, rescue, other**
2 total calls for Incident Type 381 **Rescue or EMS standby**
1 total calls for Incident Type 412 **Gas leak (natural gas or LPG)**
1 total calls for Incident Type 424 **Carbon monoxide incident**
2 total calls for Incident Type 500 **Service Call, other**
2 total calls for Incident Type 553 **Public service**
4 total calls for Incident Type 554 **Assist invalid**
1 total calls for Incident Type 571 **Cover assignment, standby, moveup**
1 total calls for Incident Type 600 **Good intent call, other**
9 total calls for Incident Type 611 **Dispatched & canceled en route**
4 total calls for Incident Type 631 **Authorized controlled burning**
1 total calls for Incident Type 700 **False alarm or false call, other**
1 total calls for Incident Type 710 **Malicious, mischievous false call, other**
13 total calls for Incident Type 735 **Alarm system sounded due to malfunction**
6 total calls for Incident Type 736 **CO detector activation due to malfunction**
9 total calls for Incident Type 745 **Alarm system activation, no fire - unintentional**

Total Incidents:

120

**TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2013-2014

08/01/2013 TO 08/31/2013
CURRENT PERIOD YEAR-TO-DATE BUDGETED % BUDGET REM

REVENUE:

10-3101-110 AD VALOREM TAX - CURRENT	496.26	1,725.16	975,000.00	100
10-3102-110 AD VALOREM TAX - 1ST PRIOR Y	1,716.39	1,811.50	7,000.00	74
10-3103-110 AD VALOREM TAX - NEXT 8 YRS	1,715.34	2,174.60	1,000.00	-117
10-3110-121 AD VALOREM TAX - MOTOR VEH	4,560.83	8,283.52	60,000.00	86
10-3115-180 TAX INTEREST	221.94	351.66	2,250.00	84
10-3231-220 LOCAL OPTION SALES TAX REV -	0.00	0.00	156,000.00	100
10-3322-220 BEER & WINE TAX	0.00	0.00	43,350.00	100
10-3324-220 UTILITY FRANCHISE TAX	0.00	0.00	407,000.00	100
10-3340-400 ZONING & PERMIT FEES	2,285.00	7,695.00	10,000.00	23
10-3350-400 SUBDIVISION FEES	13,750.00	15,900.00	2,000.00	-695
10-3830-891 MISCELLANEOUS REVENUES	607.36	657.36	1,500.00	56
10-3831-491 INVESTMENT INCOME	28.54	512.53	13,000.00	96
TOTAL REVENUE	25,381.66	39,111.33	1,678,100.00	98

AFTER TRANSFERS 25,381.66 39,111.33 1,678,100.00

4110 GENERAL GOVERNMENT

EXPENDITURE:

10-4110-126 FIRE DEPT SUBSIDIES	59,900.00	119,800.00	752,625.00	84
10-4110-127 FIRE DEPARTMENT GRANT	0.00	0.00	80,000.00	100
10-4110-128 POLICE PROTECTION	0.00	59,847.00	240,000.00	75
10-4110-192 ATTORNEY FEES	0.00	0.00	90,000.00	100
10-4110-195 ELECTION EXPENSE	0.00	0.00	11,000.00	100
10-4110-340 EVENTS & PUBLICATIONS	700.00	0.00	5,500.00	100
10-4110-341 WEDDINGTON FESTIVAL	-8,482.03	-8,482.03	10,000.00	185
10-4110-342 HOLIDAY/TREE LIGHTING	0.00	0.00	6,240.00	100
10-4110-343 EASTER EGG HUNT	0.00	0.00	500.00	100
10-4110-344 OTHER COMMUNITY EVENTS	0.00	0.00	510.00	100
10-4110-495 OUTSIDE AGENCY FUNDING	0.00	0.00	3,600.00	100
TOTAL EXPENDITURE	52,117.97	171,164.97	1,199,975.00	86

BEFORE TRANSFERS -52,117.97 -171,164.97 -1,199,975.00

AFTER TRANSFERS -52,117.97 -171,164.97 -1,199,975.00

4120 ADMINISTRATIVE

EXPENDITURE:

10-4120-121 SALARIES - CLERK	6,260.76	12,220.20	73,500.00	83
10-4120-123 SALARIES - TAX COLLECTOR	3,004.40	6,240.80	43,500.00	86
10-4120-124 SALARIES - FINANCE OFFICER	978.75	2,193.13	11,250.00	81
10-4120-125 SALARIES - MAYOR & TOWN COU	1,750.00	3,500.00	25,200.00	86
10-4120-181 FICA EXPENSE	909.50	1,831.77	13,000.00	86
10-4120-182 EMPLOYEE RETIREMENT	1,447.33	2,803.73	16,500.00	83
10-4120-183 EMPLOYEE INSURANCE	1,763.00	3,526.00	21,000.00	83
10-4120-184 EMPLOYEE LIFE INSURANCE	28.56	57.12	400.00	86
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	48.00	325.00	85
10-4120-191 AUDIT FEES	0.00	0.00	8,900.00	100
10-4120-193 CONTRACT LABOR	0.00	0.00	5,000.00	100
10-4120-200 OFFICE SUPPLIES - ADMIN	141.83	198.94	17,000.00	99
10-4120-210 PLANNING CONFERENCE	0.00	0.00	1,000.00	100
10-4120-321 TELEPHONE - ADMIN	266.49	266.49	4,000.00	93
10-4120-325 POSTAGE - ADMIN	0.00	100.00	4,200.00	98
10-4120-331 UTILITIES - ADMIN	251.79	460.50	4,725.00	90

**TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2013-2014

08/01/2013 TO 08/31/2013

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-351 REPAIRS & MAINTENANCE - BUIL	147.00	392.00	38,000.00	99
10-4120-352 REPAIRS & MAINTENANCE - EQU	3,343.47	4,457.18	55,000.00	92
10-4120-354 REPAIRS & MAINTENANCE - GRO	10,479.00	10,479.00	46,000.00	77
10-4120-355 REPAIRS & MAINTENANCE - PES	0.00	110.00	1,250.00	91
10-4120-356 REPAIRS & MAINTENANCE - CUS	400.00	400.00	6,250.00	94
10-4120-370 ADVERTISING - ADMIN	131.84	131.84	1,000.00	87
10-4120-397 TAX LISTING & TAX COLLECTION	7.20	-49.81	1,000.00	105
10-4120-400 ADMINISTRATIVE:TRAINING	310.00	860.00	4,100.00	79
10-4120-410 ADMINISTRATIVE:TRAVEL	982.36	982.36	6,500.00	85
10-4120-450 INSURANCE	0.00	11,311.20	14,360.00	21
10-4120-491 DUES & SUBSCRIPTIONS	0.00	12,405.00	21,000.00	41
10-4120-498 GIFTS & AWARDS	47.50	47.50	1,500.00	97
10-4120-499 MISCELLANEOUS	10.00	15.00	3,500.00	100
TOTAL EXPENDITURE	32,684.78	74,987.95	448,960.00	83
BEFORE TRANSFERS	-32,684.78	-74,987.95	-448,960.00	
AFTER TRANSFERS	-32,684.78	-74,987.95	-448,960.00	
4130 PLANNING & ZONING				
EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTR	5,178.18	10,356.36	65,500.00	84
10-4130-122 SALARIES - ASST ZONING ADMIN	172.38	258.57	2,500.00	90
10-4130-123 SALARIES - RECEPTIONIST	1,578.96	3,304.80	21,500.00	85
10-4130-124 SALARIES - PLANNING BOARD	1,450.00	2,700.00	17,500.00	85
10-4130-125 SALARIES - SIGN REMOVAL	425.59	831.30	5,000.00	83
10-4130-181 FICA EXPENSE - P&Z	673.60	1,335.00	11,700.00	89
10-4130-182 EMPLOYEE RETIREMENT - P&Z	1,044.41	2,062.75	12,700.00	84
10-4130-183 EMPLOYEE INSURANCE	1,763.00	3,526.00	22,500.00	84
10-4130-184 EMPLOYEE LIFE INSURANCE	22.68	45.36	325.00	86
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	24.00	215.00	89
10-4130-193 CONSULTING	-12.60	-12.60	5,000.00	100
10-4130-194 CONSULTING - COG	0.00	0.00	5,000.00	100
10-4130-200 OFFICE SUPPLIES - PLANNING &	4.09	17.31	5,000.00	100
10-4130-201 ZONING SPECIFIC OFFICE SUPPLI	0.00	0.00	2,500.00	100
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	500.00	100
10-4130-220 TRANSPORTATION & IMPROVEM	0.00	0.00	9,000.00	100
10-4130-321 TELEPHONE - PLANNING & ZONI	266.50	266.50	4,000.00	93
10-4130-325 POSTAGE - PLANNING & ZONING	-120.52	-20.52	4,200.00	100
10-4130-331 UTILITIES - PLANNING & ZONING	251.81	460.53	4,725.00	90
10-4130-370 ADVERTISING - PLANNING & ZON	7.46	7.46	1,000.00	99
TOTAL EXPENDITURE	12,717.54	25,162.82	200,365.00	87
BEFORE TRANSFERS	-12,717.54	-25,162.82	-200,365.00	
AFTER TRANSFERS	-12,717.54	-25,162.82	-200,365.00	
GRAND TOTAL	-72,138.63	-232,204.41	-171,200.00	

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2013-2014

PERIOD ENDING: 08/31/2013

10

<u>ASSETS</u>	
ASSETS	
10-1120-000 TRINITY CHECKING ACCOUNT	283,489.98
10-1120-001 TRINITY MONEY MARKET	1,180,674.95
10-1120-002 CITIZENS SOUTH CD'S	511,226.71
10-1170-000 NC CASH MGMT TRUST	530,056.38
10-1211-001 A/R PROPERTY TAX	12,825.67
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	4,017.07
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	6,947.69
10-1232-000 SALES TAX RECEIVABLE	199.22
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	828,793.42
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	14,022.92
10-1610-003 FIXED ASSETS - EQUIPMENT	128,527.48
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01
TOTAL ASSETS	3,527,632.50

<u>LIABILITIES & EQUITY</u>	
LIABILITIES	
10-2110-000 ACCOUNTS PAYABLE	15,000.00
10-2120-000 BOND DEPOSIT PAYABLE	262,038.40
10-2156-000 LIFE INSURANCE PAYABLE	-3.36
10-2620-000 DEFERRED REVENUE - DELQ TAXES	4,017.07
10-2625-000 DEFERRED REVENUE - CURR YR TAX	12,825.67
10-2630-000 DEFERRED REVENUE-NEXT 8	6,947.69
TOTAL LIABILITIES	300,825.47

EQUITY	
10-2620-001 FUND BALANCE - UNDESIGNATED	1,919,413.61
10-2620-003 FUND BALANCE-DESIG FOR CAP PROJECTS	569,629.30
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	998,194.83
10-2620-005 CURRENT YEAR EQUITY YTD	-28,226.30
CURRENT FUND BALANCE - YTD NET REV	-232,204.41
TOTAL EQUITY	3,226,807.03
TOTAL LIABILITIES & FUND EQUITY	3,527,632.50

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: September 9, 2013

SUBJECT: 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	\$(2187.65)
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	\$1754.13
2009	\$2160.66
2010	\$2170.59
2011	\$4017.07
2012	\$12825.67
Total Outstanding:	\$23790.43