

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, OCTOBER 14, 2013 – 7:00 P.M.
*WEDDINGTON HIGH SCHOOL AUDITORIUM
4901 MONROE-WEDDINGTON ROAD (*LOCATION CHANGED)
MATTHEWS, 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 12, 2013 Regular Town Council Meeting Minutes
7. Consent Agenda (Public Hearings to be held **Tuesday, November 12, 2013 at 7:00 p.m. at the Weddington Town Hall)
 - A. Call for Public Hearing to Review and Consider - 7112 New Town Road Wedding and Banquet Facility
 - B. Call for Public Hearing to Review and Consider – Preliminary Plat for the Highclere Conservation Subdivision
8. Public Hearings and Consideration of Public Hearings
 - A. Consideration of an Interlocal Agreement and Fire Suppression Agreement with Providence VFD
 - B. Public Hearing to Review and Consider – Union County Elevated Water Storage Tank Conditional Zoning Permit
 - C. Consideration of Conditional Zoning Permit for Union County Elevated Water Storage Tank
9. Old Business
10. New Business
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
REGULAR TOWN COUNCIL MEETING
MONDAY, AUGUST 12, 2013 - 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on August 12, 2013, with Mayor Walker F. Davidson presiding.

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

Absent: None

Visitors: Linda Watt, Chase Gurley, Chief Joshua Dye, Jim Vivian, Joyce Helms, Richard Henry, Brenda Henry, Eugene D., Cory Riback, Christopher Duggan, Ray Roberts, Rick Yager, Walter Staton, Ken Chapman, Sandi Chapman, Mia Sensabaugh, Donna Walton, Scott Robinson, Bill Deter, Mark Wetherbee, Jeff Perryman, Genny Reid, Jack Parks, Pam Caskey, Steven Carow and Lance Daniel

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

Item No. 1. Open the Meeting. Mayor Walker F. Davidson called the August 12, 2013 Regular Town Council Meeting to order at 7:02 p.m.

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

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

Item No. 4. Presentations/Special Recognitions.

A. Recognition of Deputy Chris Black and Introduction of Deputy Chris Byrum. Public Safety Chairman Michael Smith recognized Deputy Chris Black and his service to the Town. He stated, "Chris has been employed with the Sheriff's Office since 2006 and worked in Weddington for 1 year and 8 months and was just promoted to Detective. He did an outstanding job for the Town. His commitment to the Town has been outstanding and the Town is very appreciative. Sorry to see you go but happy for you. Thank you for your service."

Mr. Smith also recognized the Town's new Deputy Chris Byrum who has worked in public service since age 16 as a junior firefighter with the Wesley Chapel VFD and at the age of 18 served another eight years at WCVFD as a Firefighter and first responder. Mr. Smith stated, "Chris has been with the Union County Sheriff's Office for approximately eight years and is currently going through field training to be a patrol officer for Weddington. Welcome to Weddington."

B. Presentation by Pamela Caskey with Safe Alliance. Ms. Pamela Caskey with Safe Alliance gave a PowerPoint Presentation to the Town Council. She stated, "Thank you for the opportunity. We started in 1909 and our mission is to provide hope and healing to people in crisis. There are no geographic or economic limits to sexual assault, child abuse or children who have witnessed violent crimes in our community. Last year in Union County DSS accepted 1,293 reports of child abuse representing over 2,800 children. One in four girls and one in six boys are sexually assaulted or abused by the age of 18 and 87% of the sexually assaulted victims we work with are under the age of 19. Years ago we would serve 18 to 24 victims in the county. The last couple of years we served between 600 to 800 victims and family members just from our community. Sixty-seven percent of the children we work with are under the age of 13 and 23% of those are under the age of 5.

Thirty percent of the children that we work with are abused by older and other children and 99% of the victims know their offender. Sexual abuse occurs three times more often than physical abuse. What does trauma cost? It costs our entire community in adult medical expenses, child care, loss of work, child welfare, criminal justice department, etc. The intermittent impact in Union County is over \$2.2 million. The longer impact is \$22 million. Safe Alliance is a rape crisis center. We offer a 24-hour hotline. We go to the hospital. We have an incredible group of volunteers that help us respond. We provide crisis intervention, victim advocacy, victim's compensation, forensic interviews, medical exams, getting kids ready for court, support groups and counseling services. Recovering from sexual assault is like struggling with the loss of a loved one. We are looking for volunteers to help us hold our "hero parties." We have a Child Advocacy Center. We really loved the idea of a tree house because it is a safe place for children to go and want to go. We do help offer hope and with the hope we are hoping to change and make an impact in the community one child at a time. How can you help or get involved – listening and paying attention to children and reporting child abuse and neglect, minimizing one on one child situations. We need volunteers. We have events that we would love the Town to participate in. The reason for the increase in our community is the alliances that we have formed in the community in working with the schools, law enforcement, DSS and medical providers. At one time we were not all working together. Now there is a response process. Our community response has changed 10 fold. We need sponsors for our events, auction baskets, knit sets of clothing, bottled water and items for teenagers."

Mayor Davidson – I went down to look at their facilities and I encourage anyone that can to go and take the tour. It will affect you.

Item No. 5. Public Comments.

Mr. Christopher Duggan – I am speaking for myself as well as the law firm of James, McElroy and Diehl who have been retained by my clients who are in opposition to the placement of the tower at the Hemby Road site. This is the tower right next to the fire house, cell tower, and possible soon to be church. In the coming months you are going to be asked to consider a conditional zoning application by Union County. We are running on the screen a rendition of what the tower is going to look like. This is something that my clients have come up with. I would like to remind this Council that as part of that consideration you will be asked to consider the application and whether that application is consistent with the Land Use Plan. You have all read the Land Use Plan and been a part of that Land Use Plan because you just adopted it in April. You know it very well. I would like to refer you to the first goal of the Land Use Plan which is to ensure that all new development takes place in a manner that conserves open spaces and scenic views. That is your number one goal of your Land Use Plan. This we contend does not meet those standards nor does it meet the standard of Goal 3 which is to minimize the effect of development from surrounding properties. This we believe does not meet those goals. The proposed placement of the water tower at the Hemby Road site is placed at a highly concentrated area where there is a significant amount of residential development. What you would be doing by approving the conditional zoning application would be to change the characteristics dramatically for that corner. Now you have a fire house, cell tower, potentially you may have a church in that area and this big water tower. You as a board must think of not only currently but in the future of what could take place. What are the characteristics of determining future conditional zoning applications – the characteristics of surrounding property? We are going to be speaking going forward in opposition to this application and I ask that you consider the Land Use Plan in this application but also alternative locations. How can you consider whether this application would be consistent with your Land Use Plan if there are potentials for alternative locations? Simply saying we are not considering alternative locations I think you miss the point of considering all the aspects of your Land Use Plan and the possible alternative locations.

Mr. Cory Riback – I made this animation because visuals talk more for me than words. When we moved into Weddington, we expected the rural community setting. I made this to show how this disrupts the feeling of Weddington which is a beautiful community. I do not understand why this is not being put in a commercial area as opposed to being put in a residential area. I am afraid if this tower is placed at the Hemby Road site what that corner will become. It is not going to be a 5 star restaurant that is going to want to build next to that. It could be a factory for all we know.

Attorney Anthony Fox – I want to remind the Council and the public that the actual depiction of the water tower I will assume will be a part of the County application when it is submitted and therefore they will be able to assess the proper scale of the tower relative to the landscaping.

Ms. Linda Watt - I live at 1206 Waybridge Way in Weddington. I appreciate your time, dedication and what you do for the Town of Weddington. Attorney Anthony Fox just mentioned the dimensions of the water tower. When this video was made we were very careful to make it to scale. We actually put it next to the fire station and we measured and that is the height and from what we gathered the width of the water tower. I respectfully stand before you as one but I speak for over 320 homeowners who live within ½ mile of the proposed Hemby water tower location. I was made aware of your decision in May. Most of the residents did not know about it. I know that because I walked our neighborhoods and spoke to the residents. The residents have now signed a petition and the petition is growing. If you erect a water tower on Hemby you will affect the most densely populated residentially zoned area as opposed to the other commercially zoned site which will impact less than ½ the number of residents than this will impact on Hemby. Hemby is not zoned commercial. Hemby is not on the 24" water main. Please have vision for our future. No homes are going to be built on Hemby near a water tower. No upscale restaurants are going to be there. You will be opening this area to low-scale commercial. Homeowner property values will be impacted and we the most densely populated residential area residents are the ones who pay taxes to Weddington. By impacting our property values, you will be diminishing Weddington's tax base. John Fridell with US Fish and Wildlife stated, "If the area of Hemby Road is commercially zoned, draining into Six Mile Creek, the creek will be devastated, causing a failure of its ecosystem." In Ed Goscicki's PowerPoint, there are other potential sites at a lower cost than Hemby. In the forum meeting, he reversed his figures. We asked Goscicki for a factual breakdown; we were turned down. Do you know the actual costs of every location down to the penny? You can't answer me here but I say maybe you don't. I don't know. He stated the water tower might have a red spinning beacon for air traffic and what is to stop the tower from having more cell receivers (that is a public health concern) with profit of those rentals going to whom? Goscicki stated the tower will withstand 100 mph winds. An F1 tornado is up to 113 mph winds. Our area experienced an F4 tornado. It is not a wise decision to place it next to our fire station. We purchased our home because of the rolling farmland and dense tree line. This water tower is an eyesore which needs to be placed in an area that is already commercially zoned. There were 17 locations considered. If you don't want it in the commercial Weddington downtown area, don't at the 12th hour pick Hemby. I agree we need water storage because of water pressure issues. Come up with a reasonable solution. If we need to alternate our showering and clothes washing in order to keep water pressure while the appropriate area is chosen all in our communities will be happy to do so. Thank you.

Mr. Scott Robinson – I am a resident of Providence Woods and a member of the Providence Volunteer Fire Department Board of Directors. I am providing the following update to the Council and community on behalf of the Providence VFD. The board recently reappointed Chief Joshua Dye to continue for a third year as PVFD's Chief, allowing him to continue the fine work he has done leading the department in its first year as the primary provider of fire suppression and medical first response services to Weddington. Next Monday the renovation project on the main PVFD building will begin with completion planned for January 2014. This project will bring the facility up to building code requirements and provide the fire fighters with a safe and comfortable place to sleep and work on a 24 x 7 x 365 basis. During the project, PVFD will continue normal operations unimpeded. The storage building at the back of the property has been upgraded and will serve as the operations center and sleeping accommodations during the main building renovation. If you come to the station looking for the firefighters that is where they will be, ready to assist. Once the main building renovations are complete operations will move back to the main building and the rear building will then be available for a variety of fire department and community uses including physical training for firefighters and temporary accommodations in the event of an emergency. Voting for the November 5, 2013 municipal election for precinct 18 will still take place at Providence VFD but will be conducted in the renovated back building which has excellent handicap access and parking availability. I have worked closely with the head of Union County Board of Elections John Whitley to ensure that it is not necessary to move to a different site for voting on November 5. John has done an on-site review of the renovated back building and approved it for use in the election. I have

also arranged for the renovation contractor to not be working on Election Day to eliminate traffic and congestion on the site. Providence VFD appreciates the opportunity to support and protect Weddington in conjunction with the fine teams at Wesley Chapel and Stallings Volunteer Fire Departments. Come by and visit. We are your firefighters. Thank you.

Mr. Bill Deter - I live in Waybridge in Weddington. Public safety is paramount to our community. Public Safety is the largest item in our Town budget at roughly a million dollars a year. This is on an annual Town budget of \$1.8 million. Of this million dollars about \$800,000 is for fire protection from our three suppliers. Obviously it is a very important item. During this evening's meeting, based on agenda item 8.C., Council will be calling for a future public hearing on the application to the LGC for financing of the purchase of Providence VFD property. I also know that at these public hearings the people talk, state opinions and the Council listens intently to their input. Then usually a vote is immediately taken. However, before the public hearing all of you on the Council will discuss such things as amount of financing, source of funds (fund balance, annual fund revenues and/or tax increase). All of this in the hopes of doing what is best for our Town and I applaud you for your efforts. There will be discussion by the Council as part of the LGC plan to sign a 10-year contract with PVFD versus the contracts we usually do with the various suppliers of our fire and police protection. I want to ask the Council to clearly enumerate in your discussions the benefits to the Town of a 10 year contract that we cannot get with our normal contract procedures. Thank you for your service.

Item No. 6. Additions, Deletions and/or Adoption of the Agenda. Finance Officer Leslie Gaylord asked to add the following item to the agenda under New Business: Discuss and Consider Authorizing BB&T to be an official depository for the Town of Weddington in accordance with NCGS 159-31 (a).

Mayor Davidson asked to remove items 8.B. and 8.C. from the Consent Agenda and move to Old Business.

Town Planner Jordan Cook asked to remove Items 9.C. and 9.D. from the agenda.

Councilwoman Barbara Harrison moved to approve the agenda with the amendments. The vote is as follows:

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

Item No. 7. Approval of Minutes.

A. July 8, 2013 Regular Town Council Meeting Minutes. Councilwoman Harrison moved to approve the July 9, 2013 Regular Town Council Meeting minutes. All were in favor, with votes recorded as follows:

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

Item No. 8. Consent Agenda (Public Hearings to be held September 9, 2013 at 7:00 p.m. at the Weddington Town Hall).

A. Call for Public Hearing to Review and Consider – Anderson Agritourism Conditional Zoning Permit.

The Town Council received a copy of the Conditional Zoning Application for the Providence Road tract, the Catawba Lands Conservancy tract and the Hunter Farm tract. Mayor Pro Tem Daniel Barry moved to call for a public hearing to review and consider the Anderson Agritourism Conditional Zoning Permit. The public hearing is to be held September 9, 2013 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

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

B. Call for Public Hearing to Review and Consider an Interlocal Agreement and Fire Service Agreement with Providence VFD. This item was moved to Old Business.

C. Call for Public Hearing Regarding an Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property. This item was moved to Old Business.

D. Consideration of Authorizing the Tax Collector to Collect the 2013 Real Property Taxes for the Town of Weddington. Mayor Pro Tem Barry moved to authorize the Tax Collector to collect the 2013 Real Property Taxes for the Town of Weddington.

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

State of North Carolina
Town of Weddington

To the Tax Collector of the Town of Weddington:

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

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

All were in favor, with votes recorded as follows:

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

Item No. 9. Public Hearings and Consideration of Public Hearings.

A. Public Hearing to Review Text Amendments to Section 58-3 (Enforcement and Penalties). Mayor Davidson opened the public hearing to review text amendments to Section 58-3. The Town Council received a copy of the following proposed text amendment:

Sec. 58-3. - Enforcement and penalties.

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

Town Planner Cook - This was a text amendment that was discussed at the Town Retreat. There were a couple of cases that we discussed at the Town retreat of events taking place without a permit. We discussed fines for those events not getting a permit and the fines were actually less than the application would have been to apply for the permits. I got direction from the Town Council to change this section of the ordinance where we will fine ten times the permitting fee, if applicable, with a maximum fine of \$500. This is in compliance with North Carolina State Statutes.

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

B. Consideration of Ordinance Adopting Text Amendments to Section 58-3. Mayor Pro Tem Barry moved to adopt Ordinance O-2013-09:

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

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

Sec. 58-3. - Enforcement and penalties.

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

Adopted this 12th day of August, 2013.

All were in favor, with votes recorded as follows:

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

C. Public Hearing to Review Text Amendments to Section 58-13 (Temporary Structures and Uses).

This item was removed from the agenda.

D. Consideration of Ordinance Adopting Text Amendments to Section 58-13. This item was removed from the agenda.

E. Public Hearing to Review Text Amendments to Section 58-60 (1) o Banquet and Reception Centers, and Conference Centers and Text Amendments to Sections 58-52, 58-53, 58-54 and 58-58 to add Wedding, Banquet and Reception Centers. Mayor Davidson opened the public hearing. The Town Council received a copy of the following proposed text amendment.

Town Planner Cook – The Town Council voted to have me draft text to remove wedding and banquet facilities from the M-X zoning district and add it to all four residential districts. This would be more consistent with other uses in residential like country clubs, clubs and community centers. This use would still require a conditional zoning permit and conference centers would still stay in the M-X commercial zoning district. They are not permitted by right and still require a conditional zoning permit.

Mr. Bill Deter - I live in Waybridge in Weddington. Let me take you back a few years to 2007. At that time Chesterbrook Academy, a very large daycare center, was built at the corner of Cox Road and Highway 84. As you know, this is zoned R-CD residential. However, due to an interpretation versus the intent of the existing ordinance this commercial intrusion into a residential zoned area was allowed. Shortly thereafter both the Planning Board and Town Council at that time took action to strengthen the intent of the ordinance which was to protect residential areas from commercial encroachment and locate businesses such as large daycare centers to commercial use only. A year or two later the Council at the advice of the Planning Board also voted to make this applicable to wedding and banquet centers. The use was restricted to commercial only. Now let's move forward to today. Before you are proposed changes to Sections 58-60, 58-52, 58-53, 58-54 and 58-58. While these amendments include a bit of "word-smithing" they will basically move banquet centers back to an approved use in residential. It reverses a direction taken a few years ago and creates another opportunity for commercial development to more easily spread across the Town of Weddington. I ask you to reject the text amendment changes that will allow banquet centers as an approved use in residential. I know all of you understand the issues and the differences between residential and commercial. I ask you show the foresight and

wisdom shown by your predecessors to continue to protect the rural residential environment of our community. Please reject these changes as currently proposed.

Mr. Jeff Perryman – I live at Stirrup Court in Weddington. I am currently a member of the Planning Board and one of the two affirmative votes on this proposal that we are looking at right now. I did want to give you my opinion and why I supported it. First off, when this piece was brought before us and our Town Planner discussed it he was of the opinion that it was the right thing to do. I take great credit on Jordan’s knowledge of our Town code and ordinances and I certainly respect his opinion when it comes to things that should be in certain places and how things should be done. I certainly hope that the Council will apply that same consideration and the same weight in your consideration. Secondly, when you look at the list of uses that are currently permitted in that section for many of these items this banquet and reception center is both materially and substantially similar. Currently these are permitted under the section we are talking about moving this to: clubs, community centers, country clubs, fraternal organizations, social organizations, civic organizations and other such organizations are permitted. By placing this use in that section if that use or any of the other uses listed there should ever come to pass you are not adding or creating another commercial piece of property within the Town limits. It still remains zoned residential. I know that the creation of additional commercially zoned property in Town is of a tremendous interest to many people. For those reasons I would ask that the Town Council reviews this proposal favorably and votes in the affirmative.

Councilmember Thomisser – There is a lot of concern about mixed use and commercial. We had someone speak during the public hearing about these various text amendments and there is nothing that says these things will automatically become commercial mixed use enterprises but if they remain the same they could become mixed use and commercial enterprises. What you are doing is you are expediting it correct?

Town Planner Cook – Somewhat, the banquet wedding facility is the only use that we are changing. If someone came in today and applied for a conditional zoning permit for one of these uses, they would need to be rezoned to M-X in the Land Use Plan and the Land Use Map would also have to change to business. The way this text amendment is proposed they would come in and apply for a conditional zoning permit, the underlying zoning would stay the same and the underlying land use would stay the same. They would not have to go through a Land Use Plan change nor would they have to be zoned to M-X or commercial. The Town Council would make the final decision on this. It is still a conditional zoning process which is a legislative process.

Councilwoman Harrison – I come in and I do conditional zoning and get approval and I have that facility for ten years and then I sell it and whoever buys it wants to put up a 5 star restaurant is it acceptable?

Town Planner Cook – They have to come back and ask. That conditional zoning that they applied for and got approved is essentially their zoning district now. It is site specific.

Mayor Pro Tem Barry – If you want to do anything to it, we have to go through this all over again.

Town Planner Cook – Correct.

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

F. Consideration of Ordinance Adopting Text Amendments to Section 58-52, 58-53, 58-54, 58-58 and 58-60. Councilwoman Hadley moved to adopt Ordinance O-2013-11:

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

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

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

(1) *Permitted uses*

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

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

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

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

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

Adopted this 12th day of August, 2013.

All were in favor, with votes recorded as follows:

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

G. Public Hearing to Review Text Amendments to Section 58-4 (Add Definition of Conference Center).

Mayor Davidson opened the public hearing to consider text amendments to Section 58-4. The Town Council received a copy of the following proposed text amendment:

Sec. 58-4. - Definitions.

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

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

Town Planner Cook – This is creating a new separate definition for conference centers.

Mayor Pro Tem Barry – Was there any discussion around what the definition is of a large meeting?

Town Planner Cook – There was not. I actually pulled this together rather quickly before the Planning Board Meeting. I got this off a couple of other municipalities' websites.

Mayor Pro Tem Barry – So we are leaving that discretion up to you?

Town Planner Cook – Yes, you may see this definition in a couple of months.

Councilmember Thomisser requested some parameters for what would be considered a large meeting.

Town Planner Cook – I do not have any parameters at this point.

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

H. Consideration of Ordinance Adopting Text Amendments to Section 58-4. Councilwoman Hadley moved to adopt Ordinance O-2013-12:

Mayor Pro Tem Barry – Is there anything coming at us from the Planning Board, parcel specific, needing us to act on this tonight? If we do not do anything with this tonight, does it delay?

Town Planner Cook – There is something coming I think. This definition will not come into play with it.

Mayor Pro Tem Barry – Can we delay action on this until next month so you can define appropriately?

Town Planner Cook – I would prefer to have this done tonight and amend this and have this definition back at the next Planning Board Meeting.

Mayor Pro Tem Barry – Can we have language that says we approve this with an expected amendment at the next Town Council Meeting to define this?

Attorney Fox – The Council could put their own definition of large meetings right now.

Mayor Pro Tem Barry – If you said a large meeting is anything greater than 50.

Town Planner Cook – I would say greater than 250.

Mayor Pro Tem Barry – Councilwoman Hadley, will you accept that amendment?

Councilwoman Hadley – I will.

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

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

Sec. 58-4. - Definitions.

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

Conference centers are uses designed and built almost exclusively to host conferences, exhibitions, large meetings (in excess of 250 persons), seminars, company retreats, training sessions, etc.

Adopted this 12th day of August, 2013.

All were in favor, with votes recorded as follows:

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

I. Public Hearing to Review - Southside Christian Assembly Temporary Mobile Classrooms Conditional Use Permit. Mayor Davidson opened the public hearing. Town Administrator Amy McCollum swore in Town Planner Cook and Terry Whittenburg who wished to give testimony in this matter.

Councilwoman Harrison – I was at the Planning Board Meeting when this item was being discussed.

Attorney Fox – Can you base your decision on this matter solely on the evidence that is going to be presented here tonight?

Councilwoman Harrison – Yes.

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

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

Application Information

Date of Application: May 22, 2013

Applicant/Owner Name: Terry Whitworth/Southside Christian Assembly/All Nations Christian Fellowship

Parcel ID#: 06-069-021

Property Location: 5207 Weddington Road

Existing Zoning: R-40

Property Size: 3.13 Acres

General Information

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

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

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

The following is the narrative provided by Terry Whittenburg, ANCF on behalf of Crossroads South:

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

Weddington Town Council:

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

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

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

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

The Town Council also received a copy of the following information:

- Conditional Use Permit Application dated May 22, 2013
- Site Plan - Physical Survey of 5207 Monroe-Weddington Road
- Aerial Image

Attorney Fox asked the applicant the following questions:

Attorney Fox – What is your name and how are you associated with this project?

I am Terry Whittenburg and I am the Pastor of All Nations Christian Fellowship and Associated Pastor for Crossroads South and the two churches are meeting together at that location.

Attorney Fox – You have made an application for a conditional use permit for this Board for temporary mobile classrooms.

Mr. Whittenburg – That is correct.

Attorney Fox – The Board is required to make certain findings and the burden of proof is on you so therefore I need to ask some questions to put on the record to support the findings that this Board has to make. I will ask you to answer yes or no and feel free to add additional information that you want to share. The use will not materially endanger the public health or safety if located where proposed and developed per the plan?

Mr. Whittenburg – That is correct.

Attorney Fox – The additional classrooms meet all required conditions and specifications?

Mr. Whittenburg – Yes they do.

Attorney Fox – That the use will not substantially injure the value of adjoining or abutting property or the use is a public necessity?

Mr. Whittenburg – It will not.

Attorney Fox – The location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and will be in general conformity with the Town’s development plans?

Mr. Whittenburg – Correct.

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

J. Consideration of Conditional Use Permit for Southside Christian Assembly for Temporary Mobile Classrooms. Mayor Pro Tem Barry moved to approve the Conditional Use Permit for Southside Christian Assembly noting that the applicant has satisfied the Findings of Fact with the conditions noted by Town Planner Cook. All were in favor, with votes recorded as follows:

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

K. Public Hearing to Review St. Mark Coptic Orthodox Church CZ Rezoning. Mayor Davidson opened the public hearing.

Councilwoman Harrison disclosed that she is one of the adjacent property owners to this site.

Attorney Fox – Will you be able to fairly make a decision based on what is presented here tonight?

Councilwoman Harrison – Yes.

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

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

Application Information

Date of Application: March 22, 2013

Applicant Name: Gantt Huberman Architects-Harvey Gantt

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

Parcel ID#: 06-153-013A

Property Location: Southeast corner of Providence Road and Old Mill Road

Existing Land Use: Residential Conservation (no proposed change)

Existing Zoning: RCD

Proposed Zoning: RCD (CZ)

Existing Use: Vacant Land

Proposed Use(s): Church, School, Multi-Function Building, Gymnasium, etc.

Parcel Size: 13.1 Acres

General Information

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

Proposed Uses on Site Plan:

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

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

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

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

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

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

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

Access and Parking:

- The site will be accessed by one entrance on Old Mill Road upon the completion of Phase 1. Upon completion of Phase 2, another driveway will be constructed on Old Mill Road and the future Rea Road Extension.
- NCDOT and the Town Traffic Engineer have provided feedback on the proposed plan or the Traffic Impact Analysis.

- The applicant is required 125 parking spaces for the Church use (the most intense parking requirement use). The applicant has provided a total 144 parking spaces. However, 40 parking spaces will be built in Phase I and 104 parking spaces will be built in Phase II.
- Parking spaces and drive aisles meet the minimum size standards set forth in *Section 58-175* and *58-176* of the *Weddington Zoning Ordinance*.

Elevations:

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

Screening and Landscaping:

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

Signage:

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

Additional Information:

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

Conditions of Approval:

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

Staff has reviewed the application and submitted documents and finds that the CZ Rezoning Application is in compliance with the *Town of Weddington Zoning Ordinance* aforementioned Conditions of Approval. The Town Council also received a copy of the following:

- Conditional Zoning Application dated March 22, 2013
- Site Plan
- Aerial Image
- GIS Map
- Traffic Impact Analysis conducted by Design Resource Group
- Email correspondence between NCDOT and Design Resource Group Regarding the Traffic Impact Analysis
- Independent Review by Transportation Engineer Justin T. Carroll, P.E. of the Traffic Impact Analysis Conducted by Design Resource Group
- Letter dated April 29, 2013 to Randy Goddard, Design Resource Group from John W. Underwood, District Engineer with NCDOT noting the approval and acceptance of the Traffic Impact Analysis as revised.

Councilmember Thomisser – We are considering Phase I tonight.

Town Planner Cook – Phase 1 through 4. We are considering everything.

Councilmember Thomisser – Are there any adjoining property owners here tonight with the exception of Councilwoman Harrison?

It was advised that Daryl Matthews was in the audience.

Councilmember Thomisser – How do you feel about this project?

Mr. Matthews advised that this was the first time he had heard of the project.

Councilmember Thomisser – Where do the members of your church currently live?

Ms. Mia Sensabaugh – I am a representative of Gantt Huberman Architects. There are various members of the congregation that do live in Weddington.

Councilmember Thomisser – Do they live in Charlotte also?

Ms. Sensabaugh – They do.

Attorney Fox – This is really a question of rezoning. When we ask about the residency of the users of the property it is not the basis for a decision either way of whether the land use is appropriate.

Councilmember Thomisser – I am trying to determine exiting. Mr. Cook stated that there was going to be a driveway in Phase 1 and another one on Old Mill Road and eventually there will be a driveway on Rea Road. My question is leading up to people leaving the church after service on Sunday and attempting to make a right-hand turn and a left-turn lane onto Providence Road.

Attorney Fox – Then it may be appropriate just to ask what about their plans for traffic control and utilization to the site.

Councilmember Thomisser – I am trying to determine whether people are going to make a right onto Providence Road or if the majority is going to make a left on Providence Road or is it going to be 50/50?

Ms. Sensabaugh – There is a great chance that it is going to be 50/50 but we did have a traffic engineer do the study and it should have minimal impacts on Providence Road. It may be mitigated as well with the potential Rea Road Extension having that driveway access as well. The circulation within the site does work with the curb cuts on Old Mill Road and the added bonus would be the driveway from Rea Road Extension.

Councilmember Thomisser – Do you plan on doing anything in the parking lot in order to enhance the buffering?

Ms. Sensabaugh – Absolutely, we are trying to eliminate as much impervious surface as possible so we are providing green islands within the parking and there are also the swells for runoff. There will be trees and they are indicated on the plans that were provided.

Councilmember Thomisser – How tall are the trees?

Ms. Sensabaugh – They will fall in line with the landscaping that Jordan has here.

Town Planner Cook – There is a minimal planting size. The ordinance says that all trees shall have a minimum caliper of two inches measured six inches above the ground at the time of planting. I do not know what that equates to the height of a tree.

Ms. Sensabaugh – They will probably be small trees that mature over time as they are planted and they will fall in line with the ordinance.

Mayor Pro Tem Barry – We are approving Phase 1 through 4 but we are not approving the construction documents.

Town Planner Cook – Correct, you are not. They will have to come in before each phase with construction documents which include detailed landscaping and building specs.

Mayor Pro Tem Barry – We are approving this use but if we do not like a parking lot on Providence Road do we deal with that tonight or is that with the construction documents?

Town Planner Cook – You would deal with that tonight. The Design Review Board will deal with the aesthetics of the building. If their construction documents meet the requirements of the ordinance I am not sure you can deny them at that point.

Mayor Pro Tem Barry – This meets the ordinance even with the parking lot on Providence Road?

Town Planner Cook – It does because it is not within a setback. If this were M-X it would not because we do not allow parking in the front similar to Polivka.

Ms. Sensabaugh – Noticing that the parking lot is in the front we will provide screening from Providence Road.

Councilmember Thomisser – Is the gym part of the multipurpose building?

Ms. Sensabaugh – It is a stand-alone building.

Councilwoman Hadley – The parking in the front would eventually be 100 parking places fronting Providence Road. Then you are talking about the size of the trees. Do we not have a more substantial landscaping plan that we can start out with than only two inch trees for Providence Road?

Attorney Fox – Since this is conditional zoning you can impose reasonable conditions and see if the applicant would adhere to some of the concerns with regards to tree size and plantings and orientation.

Ms. Sensabaugh – The reason that we put the parking in the front is because the site slopes downwards toward Providence Road so we wanted to take advantage of having impervious surface next to the detention pond so that the drainage will go there and not go through the site.

Councilwoman Hadley – Would there be any consideration for more mature landscaping for having the parking fronting Providence Road? I realize that the setback for Providence Road is 75 feet and you have actually gone beyond that and having the landscaping within the parking lot helps as well. I would like to see more mature landscaping at least on the front of Providence Road.

Ms. Sensabaugh – Absolutely. That is not a problem. A civil engineer and landscape engineer have not been contacted at this point. Once we do that and begin to develop the construction documents then we would be happy to address that.

Councilwoman Hadley – There are trees that have a quicker growth rate.

Attorney Fox – This is site plan approval for all phases. If there is an agreement on that, it needs to be incorporated into the approval.

Councilwoman Hadley – Also the landscaping on Old Mill Road. Do you intend to do the buffering for Providence Road and Old Mill Road all the way back to the ball fields?

Ms. Sensabaugh – I will say “yes” to Providence Road but for the ball fields there will be a buffer in the back but we have to come in with that second curb cut for Phase 2.

Councilwoman Hadley – Would you go down Old Mill Road far enough to buffer the multifunction building?

Ms. Sensabaugh – Yes we would.

Councilwoman Hadley – Then there will be a berm between Old Mill and the playing fields?

Ms. Sensabaugh – Yes there will be screening there as well.

Councilwoman Hadley – And then there will be landscaping once you put in the second road?

Ms. Sensabaugh – Yes.

Councilwoman Hadley – I did not see fire hydrants.

Ms. Sensabaugh – There are fire hydrants on the survey that can be provided.

Town Planner Cook – We actually had them turn off an extra layer. This was a busy map in the beginning.

Ms. Sensabaugh – I believe that they are along Old Mill Road. I believe there are two.

Councilwoman Hadley – Do we know if that will be enough?

Councilmember Thomisser – Is that enough with the number of buildings?

Councilwoman Hadley – I would like to make that a condition that the hydrants be approved.

Mayor Davidson – I assume if a fire breaks out on this campus once it is finished you want the fire put out. You are going to need fire hydrants and equipment but you may be building something that our fire departments are not prepared for. I want you to realize that. We do not have anything like this. The problem is that we do not have any revenue coming out of your facility because you do not have to pay property taxes. You are coming in and asking for service and you will not be paying anything for it. I will ask Chief Dye by looking at this proposed building once it is up and done can you put out the fire? The first thing to address is the fire hydrants.

Providence Chief Joshua Dye – The fire hydrants are dealing with the fire - what building it is in and what our needed gallons per minute would be. That depends on the water line size, the pressure you have coming in and there are several things that factor into that. There would be more information that we would need to gather on our side to see how many hydrants they would need and whether one would be sufficient or not and the actual square footage of the building itself because that plays into how many would be needed. Typically on a commercial building you need more than one hydrant. There are hydrants on Providence Road.

Councilwoman Harrison – Would not two stations come out if there was a fire?

Chief Dye – Yes.

Ms. Sensabaugh – Our buildings will be sprinkled.

Chief Dye – Being that they are sprinkled does not play into our fire flows as far as a ladder company is concerned. We still need to be able to pump into that and supplement that water supply through hydrants and boosting the pressure if we need to.

Councilmember Thomisser- It appears that you have 77,000 SF of buildings. There is a 24-inch water line running up Providence Road. Is that a sufficient amount of fire hydrants relative to the square footage of this campus?

Chief Dye – A lot of that will be brought in when they bring their sprinkler system in. They will have to bring in an 8-inch line that would come in off of that 24-inch line. They will bring that into their property and would set individual hydrants on their property as well. There are a lot of different factors that you are dealing with to know what you will need. The engineers will plan all that out in advance.

Councilwoman Hadley – We have had several incidences where fire hydrants have been buried during the final grading. I would like to make it a condition that for some reason if they were buried on your property that you would be responsible for the extension to get it back up and make you aware that there needs to be about a three foot in diameter clearance around the hydrant.

Councilmember Thomisser – I am still unclear whether we are voting tonight to approve the site plan which incorporates all four phases.

Attorney Fox – What is before you right now is a rezoning of the site. The rezoning is pursuant to the conditional zoning process. They have presented a site plan for the entire site. That site plan has different phases of development which if it is approved tonight they will have a by right use to that development consistent with the phases and the site plan as presented here. If you want to put conditions with regards to some facet of this development the appropriate time is to do it with the rezoning approval. You have the ability under your rezoning process to communicate with the applicant and get the applicant to agree to certain reasonable conditions. I heard a few tonight that may need to be addressed regarding fire service and whether or not the applicant will commit to work or consult with Providence VFD on an appropriate fire suppression plan to service the fire needs of the site.

Councilmember Thomisser – This is in a residential neighborhood and so if it is approved tonight and later on I have heartburn about a K-12 school because of the amount of traffic that it generates I have to approve it.

Attorney Fox – Unless you can forecast what the issues are and address those issues as part of your approval process. If you are approving the site plan with all four phases then they will have the right and ability to make that use of the property. When they get to construction there may be some construction related things that you will have the ability to weigh in on but the ultimate use will already be there.

Town Planner Cook – Read from the construction documents: The Town will approve any plans submitted to it unless those plans either violate requirements of this chapter including 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 imposed under section f. of this section or will cause development not to be in harmony with the surrounding area. Collectively the provisions of this subsection constitute the standards referenced in this section.

Attorney Fox – Once you approve the rezoning when you get to the construction stage you really do not have any ability to deny construction. The burden is tonight. Harmony is not a standard that the courts have looked upon for basis of rejection of plans when at that stage of construction.

Mayor Davidson – What grounds could we turn this down on?

Attorney Fox – It is a legislative process/rezoning. You have the ability under your legislative powers to deny zoning but you have before you statements of consistency with your ordinance provisions, compliance with all your setbacks and other requirements. I think where you are now is to look at are there major heartburns about the project that can be ameliorated through reasonable conditions. That is something that you can work through the applicant to get there.

Councilmember Thomisser – There is a lot on this site and the school and the fields give me heartburn. Because I have heartburn I am going to have to vote against the whole thing.

Councilwoman Harrison – Do we have to vote on all four phases or can we make that we will vote on the first phase and they have to come back for each phase after that?

Attorney Fox – At this point what is before you is an application from an applicant as to all four phases. The applicant could have come and presented in different phases.

Councilwoman Harrison – As a conditional use can I put that in there that we would approve the first phase?

Attorney Fox – The applicant could decide to entertain presenting just one or two phases initially.

Councilwoman Harrison – This is a 20-year vision that potentially could or could not be all built out due to funding.

Ms. Sensabaugh – The large factor being septic. We are willing to do the underground septic system for Phase 1 but we do not want to provide that for the entire campus because the soil is not adequate for that and there is not enough space to have one flow and have a backup flow on the site. We are willing to do septic for our first phase but the further development is highly contingent upon sewer coming in.

Mayor Davidson – What have your discussions been about getting sewer?

Ms. Sensabaugh – Because we have not had any definitive answers from the County I have been in discussions with Jordan and since there is no timeframe out there now it may just be Phase 1 for quite some time.

Mayor Davidson – You have not talked with the County and have any plans or promises on allocation of sewer or sewer lines?

Ms. Sensabaugh – No we have not.

Councilwoman Harrison – Can we make it a condition that we approve this and if we have to approve all four phases that it is based on after Phase 1 the church needs to have sewer versus septic? Can we make that as part of one of the conditions?

Attorney Fox – I think you can make that a condition. What I am hearing is if this were to go forward that the motion may be to approve the rezoning for Phase 1 and with the remaining Phases 2, 3 and 4 be approved subject to actual sewer on the site.

Town Planner Cook – They would have to come in for site plan approval for Phases 2, 3 and 4 – not just construction document approval.

Ms. Sensabaugh – That is what we were trying to avoid in the beginning to get the full four phases knowing that we would not be able to come back beyond Phase 1 if there isn't sewer to the site.

Councilmember Thomisser – We are making a decision tonight for future Town Councils. It is a 20-year deal.

Councilwoman Harrison – That is something that a Council has to do. How do we do this that we all feel comfortable with what we are approving?

Attorney Fox – The applicant could just seek approval for Phase 1 at this point subject to any conditions that the Board wants to put on Phase 1. I do not see an issue with this governing board approving less than what they applied for. The applicant would have to agree that they are comfortable with moving forward.

Ms. Sensabaugh – My question is what would need to be done in order to come back possibly the next month and get all four phases versus just Phase 1 now and taking your additives and applying those to the application and coming back next month for all phases?

Mayor Davidson – Have you purchased all of the property?

Ms. Sensabaugh – Yes.

Councilwoman Harrison – My dilemma is the school and the septic versus sewer. I do not have an issue with the ball fields.

Ms. Sensabaugh – We cannot go beyond Phase 1 without sewer.

Attorney Fox – What I hear is that they agree to your conditions if you want to approve the entire site plan with all four phases subject to Phases 2, 3 and 4 being conditioned upon the availability and connection to sewer.

Ms. Sensabaugh – That is a condition on our side as well.

Councilwoman Harrison – I would be fine with that as well.

Councilwoman Hadley – I love seeing the rain gardens. Talk to me about the detention pond and the appearance.

Ms. Sensabaugh – That will be totally natural. The rain gardens are there to help with filtering the water before it actually gets to the detention pond. It will be screened so it will not be an eye sore. It is a very sustainable element to the site. That is the low portion of the site. Everything from the top to the playing fields will enter

the rain gardens and drop to that low portion of the site. It will be planted. For the most part it will be natural and there will be some screening around it but not to interfere with the slope and possible erosion.

Mayor Pro Tem Barry – The addition of Phases 3 and 4 - when you get that kind of traffic is that dependent on the realignment of Highway 84?

Ms. Sensabaugh – No it does not. Our site works without the Rea Road Extension. For school traffic it will stack within the site.

Councilwoman Hadley – The independent traffic analysis stated that the stacking on the original NCDOT was not sufficient but I could not tell from this drawing on whether you increased it.

Town Planner Cook – Our traffic engineer suggested 2,500 feet of stacking. NCDOT even said 2,500 of stacking is too much. The original 1,800 was not enough so they came up with 2,200 with 300 of that being off site on Old Mill Road.

Councilwoman Harrison – I bought my property in 2002 and was told that I would have sewer by 2007. I am at 2013 and Ed Goscicki said I will never get sewer.

Mayor Davidson – When would you start on Phase 1 if you got approval?

Ms. Sensabaugh – It still has to go through schematic design. We would start within three years and it would be completed between three to six years.

Mayor Davidson – Will you wait to do Phase 2 until you are finished with Phase 1?

Ms. Sensabaugh – There will probably be some time between the phases. We would need sewer within five to eight years to start Phase 2.

Council asked the applicant what they are willing to do because there were several options on the table – proceed with just Phase 1, rezoning for all four phases with Phase 1 being approved but Phases 2, 3 and 4 being contingent upon sewer being provided and the third option would be to approve as presented.

Ms. Sensabaugh advised that they would be agreeable to all options presented.

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

L. Consideration of the CZ Rezoning Request for St. Mark Coptic Orthodox Church. Councilmember Thomisser moved to approve only Phase 1 tonight with the following conditions:

- Conditions noted in Town Planner Cook’s Memo
- Additional fire hydrants as determined by Town staff in consultation with Providence VFD
- Adequate tree caliper as determined by Town staff on Providence Road and more mature landscaping on Providence Road than is required in Section 58
- Fire hydrants not buried and applicant is responsible for extension if necessary
- Three foot clearance around fire hydrants

All were in favor, with votes recorded as follows:

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

Item No. 10. Old Business.

A. Consideration of Appointment to the Public Safety Advisory Committee – Staff. The Town Council received a copy of the following memo from Town Administrator Amy McCollum and copy of the applications:

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

Councilwoman Harrison moved to defer an appointment to the Public Safety Advisory Committee until December at which time there will be a total of five appointments that will need to be made.

All were in favor, with votes recorded as follows:

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

B. Call for Public Hearing to Review and Consider an Interlocal Agreement and Fire Service Agreement with Providence VFD. The Town Council received a copy of the Fire Suppression Agreement and the Interlocal Agreement.

Mayor Davidson - I took this off the consent agenda because there is not consent. Anthony, did you write this interlocal agreement?

Attorney Fox – Yes.

Mayor Davidson - Who helped you write the document and gave you direction?

Attorney Fox - I dealt with Councilwoman Hadley on it with regards to the agreement and participated as a joint exercise with meetings with the Providence VFD.

Mayor Davidson - We have one option in this public hearing. I would like a second option. I will bring up this resolution that we did with NCDOT – *Whereas, prudent design makers should focus on the most expedient and cost effective solutions for transportation and consider improvements to existing roads which yield a higher costs benefit. Now Therefore Be it Resolved that the Weddington Town Council supports and encourages NCDOT to research and consider alternatives to the Monroe Bypass.* What I would like the Council to do is add a second option in here and it was the first option that I proposed back in February. If we are going to have a public hearing let's give the public the cost benefit analysis of this interlocal agreement that our Attorney has done against the other option being \$750,000 in cash, land and building and no 10- year contract. Let's do a cost benefit analysis of those two and provide that to the public to be discussed during the public hearing next month.

Councilwoman Harrison – I think we are past that. I think that is something you have brought up on multiple occasions and we have not said that it was something that we wanted to do. I am not in favor of it.

Mayor Davidson - I don't think we have talked about it where you said that it was something you did not want to do. It just was never addressed. I think it is funny how we are going to send a resolution to another body and not do it ourselves.

Councilmember Thomisser - You are talking about a \$750,000 number. Can you explain to me what you intend to do with that amount of money?

Mayor Davidson - That would be the offer to Providence VFD for building and land with no 10-year contract. This is the letter that Jack Parks gave me a long time ago that was written in public comment.

Councilmember Thomisser – If the Providence VFD Board of Directors turn that down what would our option be?

Mayor Davidson - Then we give them another offer and decide what we want to do. The frustration that I have is we have not given them that offer and that was the offer that they initially talked about. You sent me to go and talk to these three fire stations a year ago and you allowed me to negotiate. We offered the Wesley Chapel VFD something and they did not take it. We offered them less and they did not take it. In the end it favored the taxpayers and we saved money. The other thing I do not like is a 10-year contract especially since we put that letter out to all households that you get to vote every two years. This proposal costs too much money and it takes away people's right to vote for 10 years. They will not be able to vote on the largest expense that we have in the budget for five elections.

Councilmember Thomisser - You are talking about two things - a long-term contract and \$750,000.

Mayor Davidson - I do not consider them different. We would write it down so the citizens could see the cost benefits and terms. One thing I did talk about was adding in our contract a 90 day clause instead of a 30 day clause.

Councilmember Thomisser - I believe at the last Town Council Meeting that you stated if the Providence VFD did not accept it then we would go out and build a substation.

Mayor Davidson - The objective is 24/7. We are past \$1.1 million with this proposal and that is just me adding this up. No one has put before me the total cost of this. If you put the interest in there I am getting \$1.1 million. You sit here and say what can I get for \$1.1 million? We had a map that has three circles on it of proposed substations.

Councilmember Thomisser - The New Town Road fire station was built for \$3 million and the Wesley Chapel fire station I heard was between \$4 million to \$6 million. I am curious on how we are going to get 24/7 in a building for \$750,000 when we have evidence that stations in our area are not anywhere near \$750,000.

Mayor Davidson - This building is already built and those buildings were built from scratch. If you recall Providence VFD came to us two years ago and said \$450,000 would get it done and that would buy you 24/7. So we have gone from \$450,000 to \$750,000 to \$1.1. I do not have a document that has written everything down in this proposal. When we did this with their operating budget we sat in here for a lot of meetings with five options on the table and we went through a good thorough analysis on which one was the best one.

Councilmember Thomisser - I believe that Mr. Parks came in and gave a detailed breakdown on what it would cost for both buildings. One was for up to \$200,000 and one was \$622,000. That is \$822,000 and you are saying \$750,000 we are only \$72,000 apart.

Mayor Davidson - What has Providence asked for and not gotten during this negotiation?

Councilmember Thomisser - They have asked for \$200,000 to remodel the back building which was approved and I believe we have approved the front building for \$622,000 for a total of \$822,000.

Mayor Davidson - And they have gotten everything they asked for. You are okay with the numbers. Do you want to present the numbers to the people?

Councilmember Thomisser - I do not think at this point in the game we have any other options.

Mayor Davidson - Why are we having a public hearing if we do not have any other options?

Councilmember Thomisser – The public is always welcome to speak during public comments or a public hearing.

Mayor Davidson - We do not have any other options and we are going to have a public hearing. Should we disclose the total cost to the public before we have the public hearing?

Councilmember Thomisser - There has not been a secret here. We have been very transparent over the three to four months exactly what the costs will be.

Mayor Davidson - What are they?

Councilmember Thomisser – Mr. Parks presented the back building under \$200,000 and the front building \$622,000. That is very specific and it was laid out as to exactly what they were doing. The public is aware of it.

Mayor Davidson – Will you publish your numbers for this public hearing?

Councilmember Thomisser – They are already on the record.

Mayor Davidson - In the document that you post for the public hearing that we advertise on this are you going to put the total number in there?

Councilmember Thomisser - This is not my agenda item.

Mayor Davidson – Yes or No – Do you want to put the total number in there for the public to see?

Councilwoman Harrison - Point of order - I feel like you are debating.

Mayor Davidson - There is no motion on the table.

Councilwoman Harrison - It does not matter.

Mayor Davidson - You have to go by the Rules of Procedures. You guys rewrote half of them but you did not rewrite that one. This is the most offensive part. During the Land Use Plan, Werner Thomisser these were your quotes: “This is a 10-year document. In my opinion we are handcuffing ourselves to the future of the shopping center that I think is going to fail. I have a lot of faith in future Town Councils and they should have the opportunity to determine where M-X areas should be. I am trying to avoid handcuffing any future Council to a specific area particularly if this shopping center fails. I put my faith in future Town Councils to protect the residential areas of Weddington but at the same time do not want to tie future Town Councils to a specific area. I want future Town Councils to have the ability to make decisions based on things that are happening two to three years down the road. No one can predict that. I am saying if there is a better option then future Town Councils should be able to address that.”

Councilmember Thomisser - Mr. Mayor, what you are doing is making a comparison of the Monroe Bypass to a fire station and to a shopping center. It is apples to oranges to grapes. It is not the same thing. I do not get your logic. You are comparing what I said on the shopping center to what I said on the Monroe Bypass to the issue right here with the fire station and they all are different. There is no similarity.

Mayor Davidson - If that is your response - that is your response.

Councilwoman Harrison moved to call for a public hearing to review and consider an Interlocal Agreement and Fire Service Contract with the Providence VFD. The public hearing is to be held September 9, 2013 at 7:00 p.m. at the Weddington Town Hall.

All were in favor, with votes recorded as follows:

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

C. Call for Public Hearing Regarding an Application to the Local Government Commission (LGC) for Financing of the Purchase of the Providence VFD Building and Real Property. Mayor Pro Tem Barry moved to call for a public hearing regarding an application to the LGC for financing of the purchase of the Providence VFD building and real property. The public hearing is to be held September 9, 2013 at 7:00 p.m. at the Weddington Town Hall.

All were in favor, with votes recorded as follows:

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

Item No. 11. New Business.

A. Discussion and Consideration to Authorize Staff to Engage Company to Perform Phase 1 and Phase 2 Environmental Study for Providence VFD Located on Hemby Road – Attorney Fox. The Town Council received the following memo from Town Administrator McCollum:

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

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

It will take anywhere from 2 to 4 weeks to complete the Phase 1 study. They will not know whether Phase 2 will be needed until after they receive the findings from the Phase 1 environmental study. Phase 2 would cost \$3,000 to \$10,000 depending on the results of Phase 1. Attorney Fox will review with the Council his recommendation that a Phase 1 Environmental Study be conducted. Please authorize staff to enter into a contract with one of these organizations to provide the environmental study. Council will need to set the not to exceed amount and authorize the Mayor or his designee to sign the appropriate contract. The contract will also need to be reviewed by the Town Attorney.

Attorney Fox - This is for the potential acquisition of the land and real property of Providence VFD. In order to enter into an Interlocal Agreement to achieve closing there is some due diligence period set out in there. One of the issues if you do acquire the property is that you are not acquiring property that has environmental concerns that could end up costing the Town. I recommended that a Phase 1 be conducted where an environmental engineer would go walk the property, look at the public records as it relates to the historical use of the property and identify if there are environmental concerns that are raised by their review. Phase 2 would be a more detailed review of that process where if there was something that triggered a concern that they would do soil testing to make sure that there are not any environmental contaminants and a need for remediation or ability to address those concerns that the EPA may require.

Councilwoman Hadley moved to enter into a contract with Ground Tech to provide an environmental study at an amount not to exceed \$7,000 for Phase 1 and 2, for the Mayor or his designee to sign the contract and for the Town Attorney to review the agreement. All were in favor, with votes recorded as follows:

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

B. Review and Consideration of the Atherton Estates Subdivision Modification Request. Town Administrator McCollum swore in the following individuals wishing to give testimony: Jordan Cook, Walter Staton and Ken Chapman. The Town Council received the following memo from Town Planner Cook:

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

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

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

No modification shall be granted unless the Town Council finds:

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

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

The Town Council received the following information from the applicant in response to the Findings of Fact:

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

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

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

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

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

Mr. Chapman - The special circumstances regarding this was the assemblage of three tracts - one tract that is 17 acres which is landlocked and did not have access to any road. Interesting part of that piece is it is 500 feet in any direction from any road. Once you put everything together to get a 600 foot cul-de-sac it is hard to develop that into individual parcels. We did agree to add a future access point in the rear to alleviate any concerns on connectivity. We felt that the 40,000 square foot lots saved more trees this way than doing a conservation subdivision. With the topo and trees and where the septic fields were allowed we think we can save more trees by situating the houses within the lots of that size. Within your own code if you do a conservation subdivision you allow longer cul-de-sacs so I do not feel there are any safety issues here.

Mr. Walter Staton – I am an adjoining property owner on three sides of this subdivision. I am opposed to the cut through road primarily because it will endanger the health and safety of the affected residents. Please consider my following concerns: There will be approximately 130 houses that equates to about 260 cars, garbage trucks, school buses and service vehicles attempting to use the short cut road through the cul-de-sac to Highway 84 and make an unsafe maneuver onto a busy two lane highway. Remember that public safety is the number one priority here in Weddington. Increased vehicle pollution and noise will occur. There is a lack of adequate buffer adjoining my property which will destroy my privacy. The 2013 Weddington Survey used to develop our Land Use Plan states on Page 62 that 93% did not want subdivision connectivity. Mr. Chapman said many times he did not like a cut through street or road but he would if he had to. Please do the right thing and eliminate this from happening because it is very unsafe. In closing, this would be the most unsafe subdivision in all of Weddington. This is a picture of another subdivision hooked on to that to make a cut through street all the way to Weddington-Matthews Road.

Councilwoman Harrison – My understanding is what we are voting on right now is the cul-de-sac length.

Town Planner Cook – Any cul-de-sac in excess of 600 feet requires a subdivision modification. That is only for conventional subdivisions. A cul-de-sac can exceed 600 feet in conservation subdivisions.

Mayor Pro Tem Barry – This item is for the length of the road. Everything else is the next one. The question before us now is do we approve this road being longer than 600 feet.

Town Planner Cook – And if you don't the applicant does not move forward because the applicant does not have a plan that meets the ordinance.

Councilmember Thomisser – We have a situation in my subdivision where there is a cul-de-sac and it is longer than 600 feet and there is an emergency gate. Is that an option?

Anthony Fox – They received a modification to permit that but one of the issues was fire service and safety at that point. Because of the design of the subdivision there was some concern with adequate fire service and the turnaround capability of the fire trucks and that is why the gate was put there.

Town Planner Cook – If you are talking about connection which Mr. Staton was talking about that can be addressed during the subdivision portion of this. If the subdivision modification is granted then you can talk

about that connector road in further detail. If the subdivision modification is not granted then you are not going to discuss the subdivision anyway.

Mayor Pro Tem Barry - Looking at where this is all going and we have this creek in there, can you not have the cul-de-sac shorter and then pull the road down from Cox Road and from Weddington-Matthews Road?

Mr. Chapman – I think there is some confusion that Mr. Staton did with giving that map and putting that together. There is no involvement of mine in the Delaney property which is behind there. I have no interest in it. It is not under my contract and I will not be building homes there. I have the Matthews tract and the two tracts from the Lutheran Church under contract. That is what I have been working on since I walked the property three years ago. I have had it under contract since last year. We initially put a connector road at the end. It was suggested and connectivity is good planning and most towns do it. It was suggested by your planner that we have connectivity at the back. We were not aware of what was going on in the back when he said it and I don't think it had been made public at that time. We made the connection per his request. It was discussed at great length at the Planning Board. They decided that they did want the connection at the back. They had the option to let us have the cul-de-sac without the connection but they chose to move forward with the connection.

Councilmember Thomisser – Mr. Staton said that the Land Use Plan and survey said that 93% of the citizens of Weddington do not want subdivision connectivity so why are we talking about this?

Attorney Fox – We are in a quasi-judicial hearing on whether or not this board agrees to allow a modification to the cul-de-sac requirements. As Jordan has stated if we do get to the next stage the connectivity component can be discussed then.

Councilmember Thomisser moved to accept the Atherton Subdivision Modification provided that an emergency gate is installed that has a “yelp” system for fire, police and EMS.

Attorney Fox - I do not think that is appropriate to where we are. I think approval of the modification request based on the determination that the proposed findings have been met would be appropriate at this point. At the next part of your agenda you will have consideration of the subdivision approval which will then show the cul-de-sac and any conditions you would like to attach to that.

Councilmember Thomisser moved to not approve the modification request. The only way you can get out of that subdivision is on Highway 84. Young families would live in the subdivision so you would have school buses, mothers with vans attempting to make a left hand turn out of the subdivision onto a two lane very busy highway not to mention garbage trucks and service vehicles. As a member of the Public Safety Committee I see this as an unsafe maneuver.

Mayor Pro Tem Barry - Your concern was the concern of the extension of the cul-de-sac but it is connecting the cul-de-sac on what may come on the other side.

Councilmember Thomisser - I have a problem with people leaving this subdivision and making a left hand turn so I offered the emergency gate. I will accept a friendly amendment.

Mayor Pro Tem Barry - I think what you are suggesting is the gate. The question now is do we allow them to build this road. The next agenda item addresses your concern right here. I would like to make a substitute motion that we approve the modification request.

Mayor Davidson – You cannot do a substitute motion.

Attorney Fox reviewed the Rules of Procedure and confirmed that they did not provide for substitute motions.

The vote on Councilmember Thomisser's motion is as follows:

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

Mayor Pro Tem Barry moved to approve the Atherton Subdivision Modification request based on the fact that the conditions were met based on testimony received from the applicant and staff. The vote on Mayor Pro Tem Barry's motion is as follows:

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

C. Review and Consideration of the Atherton Estates Conventional Subdivision Preliminary Plat. The Town Council received the following memo from Town Planner Cook:

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

Application Information:

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

Project Information:

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

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

Background Information:

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

Preliminary Plat Information:

- The minimum lot size is 40,000 square feet. The smallest lot proposed is 40,000 square feet. Seven lots are proposed to be exactly 40,000 square feet.
- The applicant is required 10% or 2.67 acres of open space after dedicating 35 feet of right-of-way to NCDOT. The applicant has provided 10% or 2.67 acres of open space.

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

RCD and R-40 Minimum Yard Regulations:

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

Additional Information:

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

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

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

7. Subdivision Modification Request to be approved by Weddington Town Council.

Town Planner Cook - I know that you have these handouts from Mr. Staton. The Town does not have an application or a plan on file for the adjacent property. As Mr. Chapman stated, the way this stands now and the way we see it now is that it is a connection to a vacant piece of land.

Mr. Chapman – This is a piece of property I have looked at for a long time. I am typically a commercial developer. This is my first single family and I am doing this one because I want to live here. One of the lots will be mine. Walter and I have worked together quite a bit. We have made some changes and adaptations to fit what Walter would like to see and what we think will fit the topography of the land. The emergency gate confuses me greatly. I think we either have connection or we do not.

Mayor Davidson – Jordan, the cul-de-sac with the connectivity recommendation – it is going to look like what Shaver Farms has where there is no house at the end of that cul-de-sac.

Town Planner Cook – Yes. Our ordinance says that connectivity is up to the Town Council. It states that access to adjacent properties where it is deemed desirable by the Town Council and proposed streets shall be extended by dedication to the boundary of such property and a temporary turnaround provided.

Mayor Davidson – How does this work if somebody wants to buy this piece of property?

Mr. Chapman – It is a dedicated public right-of-way.

Mayor Pro Tem Barry – Unless we close it with a gate.

Mayor Davidson – You are saying if that other development is done the Town could prevent them from connectivity and put a gate there.

Mayor Pro Tem Barry – It seems to me that the primary concern that the adjacent property owner really has is this neighborhood that may or may not get approved using your street as a primary access point to Highway 84. The connectivity issue is from a public safety perspective if you had to get fire trucks from both directions in this very long cul-de-sac then your right-of-way becomes an access point for only the fire department.

Mr. Chapman – You could do that.

Mayor Pro Tem Barry – We could put a gate in there and the only people to open that gate would be the fire department and emergency responders and so you do not have all of that cut through traffic.

Attorney Fox – The only question is whether or not it becomes a public right-of-way. You show a proposed right-of-way for future connection. It does not have a dedication as a public right-of-way. We would probably want that dedicated as a public right-of-way so we have control over it should we want connection. I think the note needs to reflect that.

Town Planner Cook – We do talk in our ordinance in certain cases where connectivity is either not possible or not recommended the Town may require the installation of one or more emergency access gates. The HOA is responsible for maintenance, testing and repairs and functions of those gates.

Attorney Fox – You can put a condition that the applicant shall install a gate that will be allowed for fire service access until such time as the property is accepted as a public right-of-way by DOT and the Town.

Mayor Pro Tem Barry – What does that get us?

Attorney Fox – It removes the gate.

Mayor Pro Tem Barry – I know - that is my point. I want to create the opportunity for emergency services to access the back because that is a long cul-de-sac but I do not want cut through traffic. He builds a road and never transfers it to the DOT like a marginal access road.

Attorney Fox – We probably want to put a note on the plan that the cul-de-sac shall provide for a 50-foot strip as shown on the plan for private access for fire service with a gate with the yelp siren. The 600 foot cul-de-sac would be public. This shows a 50-foot strip between Lots 10 and 11 that he has not shown as public so I guess the intent was that it would be a private access for fire suppression.

Town Planner Cook – I think that it would eventually become public when it is connected because all the subdivision streets would be NCDOT.

Mr. Chase Gurley – I am with Shea Homes. Ken put together the Matthews and the Lutheran Church tracts that you are looking at now. We are going to contract to purchase and develop that property. We have also contracted for the Delaney property. As far as the concern with safety and additional traffic, Mr. Staton represented that 130+ home sites could travel through here and that is not necessarily accurate; it is more like 80. We have discussed with NCDOT about future connectivity and it would require a traffic impact study. You could present as a condition that upon the application of future connectivity that a traffic impact study would be provided to show whether or not that connectivity is safe and warranted. That would be a way for you to have another look at it down the road. There is concern about the design of this connectivity with conditioning another property to make a connection that they are not going to necessarily have access to.

Attorney Fox – You could just put a note on there that this is reserved for future right-of-way construction subject to connectivity being approved by the Town of Weddington and until such time that the applicant/developer agrees to maintain the 50-foot right-of-way with a yelp gate restricting access. That puts it off to some point in the future for you to decide.

Town Planner Cook – Do we also want the payment in lieu like we did in Vintage Creek for future construction?

Attorney Fox – Yes.

Mr. Staton – This big subdivision connecting to the other smaller subdivision that Mr. Chapman has planned out is something you have not seen. Jordan has given this to me. This is already in the works. The flags are already up. I see them out there surveying. It is a big safety issue.

Councilmember Thomisser – What is your relationship with Shea Homes?

Mr. Chapman – We are a partner on the 29 acres. I do not work for Shea Homes. I am not a partner in the other property. The first time I saw that map was tonight. After seeing it, there are other access points and NCDOT will have to study it so it will all come back to you again. It really has nothing to do with me tonight.

Town Planner Cook – That plan has not been presented to anybody. I do not have an application and a fee has not been paid.

Councilwoman Harrison – You have permits for septic for each of these lots?

Mr. Chapman – I do. We have a permit for each lot there and Jordan has a copy.

Councilmember Thomisser – The connectivity between these two subdivisions causes me heartburn. As stated in the Land Use Plan that 93% of the Weddington residents do not want connectivity. Can we put an emergency gate there and it will always be an emergency gate?

Attorney Fox – You probably could structure a way to put an emergency gate there. It may require that street be private and not ever become public and maintenance of that 50 foot street would be part of the HOA commitment.

Mayor Pro Tem Barry – There is another option not to do it at all.

Attorney Fox – What this developer has done has reserved space for connectivity if the Council wants it. You have already approved the modification of the length of the cul-de-sac. You could keep it as a cul-de-sac with no connectivity.

Councilwoman Harrison – We are the one requiring this road.

Town Planner Cook – It was my idea. It is in the ordinance. I asked the applicant to put it on there. A 1,300 foot cul-de-sac with one way in and one way out is long.

Councilwoman Harrison – Doesn't the ordinance say at the will or discretion of the Council whether we have an access road or not?

Town Planner Cook – Yes. It was never my goal that it would be private. It was going to be a continuous road. You do not have to approve the access road.

Mr. Chapman – If you keep it a reserved easement you cannot build it or connect ever, you can connect it, you can add a gate and that leaves all of your options open.

Mayor Pro Tem Barry moved to approve the Atherton Estates Preliminary Plat with the conditions noted in Town Planner Cook's memo and require that the applicant reserves an easement at the end of the proposed cul-de-sac of 50 feet to provide for connectivity subject to the Council's approval to connect sometime in the future.

Attorney Fox – It should also include that the applicant agrees to provide some type of bond if connectivity is sought to fund the construction of that portion of the right-of-way to NCDOT's standards.

Councilmember Thomisser – I do not want connectivity. I want a gate.

Mayor Davidson – We did not approve either one. We left it open for a future decision.

Councilmember Thomisser- I would like to amend the motion to have the same motion but to include an emergency gate which opens with a yelp for fire, police and emergency services.

Mayor Pro Tem Barry – He is adding that if they ever do connect that he is adding a gate. I accept the amended motion.

Councilwoman Harrison – Do we know how much the bond is going to be?

Attorney Fox – I just wanted to make sure that the homeowners would not be stuck in building it and also if there was connectivity that it would be built to NCDOT standards.

Mayor Davidson – The first motion has options to be decided later. This one goes ahead and says that it is going to be a yelp gate.

Councilwoman Harrison – I am not comfortable with the gate being decided on right now. Our judgment has been clouded by hearing about something that may or may not take place. I should be voting on this - not what is out there. If we do not want access then we should just say no access and forget a gate. We are talking about putting a gate on a field.

Councilmember Thomisser – Put yourself in that 22 house subdivision. Do you want all these cars going past your house? Do we want to create a situation where we have instead of 22 homes we now have 80 to 100 homes? Think about the children.

Councilwoman Harrison – We are supposed to be voting on this, not what may or may not happen in the future. We are penalizing someone that came in today on a potential future.

Councilmember Thomisser – You have had two applicants come in and say he is doing a 22 home subdivision and they are partnering with it and the other applicant is going to do a 80-lot subdivision.

Councilwoman Harrison – There is no application.

Councilmember Thomisser – It is coming. Trust me.

Mayor Pro Tem Barry – Barbara, I think you made a great point. The only challenge with that is that the applicant telegraphed something because he put the road in. We can go back in and take the road out.

Councilwoman Harrison – Jordan is the one that asked the applicant to put it in. He did not ask to put it in. We are penalizing him for something that we asked him to do.

The vote on the amended motion is as follows:

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

Mayor Davidson voted in the negative; therefore breaking the tie.

Mayor Pro Tem Barry – I move that we approve the Atherton Estates Preliminary Plat with the conditions noted in Town Planner Cook’s memo and eliminate the easement on the plat. It is going to be a cul-de-sac with no easement.

The vote on the motion is as follows:

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

D. Review and Consideration of the Memorandum of Understanding – Charlotte Regional Transportation Planning Organization – Councilwoman Harrison. The Town Council received a copy of the Draft Memorandum of Understanding. Councilwoman Harrison gave the Council the highlights of what has changed in the document. Councilwoman Harrison moved to approve the Memorandum of Understanding. The vote on the motion is as follows:

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

E. Review and Consideration of Services Agreement and Statement of Work for Code Enforcement Services – Centralina Council of Governments. The Town Council received a copy of the following memo from Town Administrator McCollum and a copy of the Services Agreement and the Statement of Work for Code Enforcement Services:

The Town uses the services of COG to perform Code Enforcement Services dealing with minimum housing issues. COG has revised their member hours program in an effort to be more responsive to their clients and to

address concerns expressed by CCOG's board members related to technical assistance services. Also in response to changes in state and federal requirements, COG has made changes to their services agreement contracting process that allows COG to provide us with technical services.

There are two agreements in the Council packet for your approval. One is the new Services Agreement with COG. The other agreement is for COG to provide Code Enforcement Services to the Town for Fiscal Year 2013-2014 in the amount of \$1,800. This amount has been budgeted. Please consider approval contingent upon the Town Attorney's review of the contracts.

Mayor Pro Tem Barry moved to approve the Services Agreement and Statement of Work for Code Enforcement Services with Centralina Council of Governments. All were in favor, with votes recorded as follows:

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

F. Review and Consideration of Landscaping Agreement – Weddington Town Hall – Councilwoman Hadley. The Town Council received a copy of the Landscape Maintenance Agreement for Town Hall. Councilwoman Hadley advised that the termination in the agreement had changes from 30 days to 90 days and an increase in cleaning the gutters from two times a year to four which increased the contract by \$150.00 per year which changed the monthly payment from \$400.00 to \$415.00. Councilwoman Hadley made a motion to approve the Landscaping Agreement for the Weddington Town Hall with the proposed changes. All were in favor, with votes recorded as follows:

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

G. Review and Consideration of Technology Expenditures Recommended by VC3. The Town Council received a copy of the following memo from Town Administrator McCollum and a copy of both contracts:

I have requested that VC3 give us a proposal for assistance with disposal of our old computers and servers. Town staff does not have the proper equipment to satisfactorily wipe off all of the data from the computers and servers. The cost for this work is \$637.20. Leslie has advised that this expense could be covered in the budget under Contract Labor.

Also VC3 has advised that we need a new router. They are allowing the Town to borrow one of theirs until we can purchase a new one. The cost of the router plus installation is \$1,187.25. Leslie has advised that this expense could be covered in the budget under Office Supplies.

Councilwoman Harrison moved to approve the two contracts with VC3. All were in favor, with votes recorded as follows:

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

H. Discuss and Consider Authorizing BB&T to be an official depository for the Town of Weddington in accordance with NCGS 159-31 (a). Finance Officer Gaylord – Currently we have all of our banking services with Park Sterling. We are trying to do online bill pay and maybe have a more advanced lockbox. We had discussions with representatives from BB&T and their services seem to fit what we want and need but to do any banking with them you have to approve them as an official depository for the Town. That would give us some negotiating ability with regards to fees, etc.

Councilwoman Hadley moved to authorize BB&T to be added as an official depository for the Town. All were in favor, with votes recorded as follows:

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

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

- Staff has received a Conditional Zoning Permit application for a 176 foot, 1.5 million gallon elevated water storage tank along Hemby Road. Public Involvement Meetings will be held on Thursday, August 22nd on-site from 10:00am-12:00pm and Monday, August 26th at Town Hall from 4:30-6:30pm. This plan will be on the August 26th Planning Board agenda.
- Staff has received an Agritourism Conditional Zoning permit for the Hunterberry Farms located on Providence Road. This item was on the July 22nd Planning Board agenda and will be on the September 9th Town Council agenda.
- Orleans Homebuilders has submitted the Lake Forest Preserve Phase 3B Map 1 Final Plat for 13 lots. This Final Plat will be on the August 26th Planning Board agenda.
- The following items were on the July 22nd Planning Board agenda:
 - Weddington Country Festival TUP-Approved
 - Anderson Agritourism CZ Permit
 - Atherton Estates RCD Subdivision Preliminary Plat
 - Atherton Estates Subdivision Modification Request
- The following items will be on the August 26th Planning Board agenda:
 - Temporary Use Permit Text Amendment
 - Height Exemption Text Amendment
 - Bromley Phase 3B Map 1 Final Plat

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

- Councilwoman Harrison will be representing the Town at the Farm City Celebration to be held in September in Monroe.
- Staff is working on the next newsletter. It should go out the end of August.
- We are scheduling 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.
- I will be at a conference beginning August 14 through August 17.
- The Town Hall will be closed on September 2 for Labor Day.
- Staff and Members of Council received CPR and Defibrillator training on July 24.
- The next Public Safety Advisory Committee Meeting is scheduled for Tuesday, August 20 at 10:00 a.m.
- Steve McLeod has been contacted regarding the condition of the landscaping on the access road and he has advised that they will work on maintaining.
- A meeting will be held August 19 beginning at 5:30 p.m. with Town and NCDOT Officials regarding Rea Road Extension.
- The Providence VFD Board of Directors will hold the rest of their meetings for the year here at the Town Hall while construction is being done at the station.
- I did receive a letter from the League of Women Voters notifying the public that they want to work with the Town to conduct a Candidates Forum. We would need to pick the date and place and call them to confirm.

Save the Date:

Planning Board Meeting – August 26, 2013

Weddington Country Festival – September 21, 2013

Litter Sweep – October 12, 2013 at 9:00 a.m.
 Tree Lighting – December 6, 2013

Item No. 14. Public Safety Report.

Providence VFD

35 Calls

Training – 154 Hours

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

Sheriff’s Deputies – 643 calls

Wesley Chapel VFD – 104 Calls

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

A. Finance Officer’s Report. The Town Council received the Revenue and Expenditure Statement and Balance Sheet for 7/1/2013 to 7/31/2013.

B. Tax Collector’s Report. Monthly Report – July 2013

Transactions:	
Adjust Under \$5.00	\$.01
Refund	\$25.00
Overpayment	\$(1.80)
Balance Adjustment	\$(53.90)
Penalty and Interest Payments	\$(186.73)
Taxes Collected:	
2006	\$(10.45)
2008	\$(212.31)
2009	\$(118.25)
2010	\$(118.25)
2011	\$(95.11)
2012	\$(1,227.10)
As of July 31, 2013; the following taxes remain Outstanding:	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74
2006	\$131.13
2007	\$144.42
2008	\$1,752.33
2009	\$2,160.66
2010	\$3,065.24
2011	\$4,955.22
2012	\$15,140.65
Total Outstanding:	\$27,936.41

Item No. 16. Transportation Report. Councilwoman Harrison gave a brief report from the last MUMPO Meeting.

Item No. 17. Council Comments. There were no Council Comments.

Item No. 18. Adjournment. Mayor Pro Tem Barry moved to adjourn the August 12, 2013 Regular Town Council Meeting. All were in favor, with votes recorded as follows:

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

The meeting adjourned at 11:14 p.m.

Walker F. Davidson, Mayor

Amy S. McCollum, Town Clerk

RECEIVED

AUG 23 2013

TOWN OF WEDDINGTON
ZONING/PLANNING DEPT.

Town of Weddington Conditional Zoning Application

Application Number: 0706-13

Application Date: August 23, 2013

Applicant's Name: Todd Alexander

Applicant's Phone: (704) 562-6899

Applicant's Address: 7918 Rainbow Drive Charlotte, Nc 28227

Property Owner's Name: Rick and Doris Alexander

Property Owner's Phone: (704) 843-3930

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

Property Location: 7112 Newtown Road Weddington, Nc 28173

Parcel Number: 06129045 Deed Book and Page: D.B. 418 Page 939

Total Acreage of Site: 7.65 Acres Existing Zoning: Residential

Application Fee: \$1500.00 Check Number: 1118

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 5.9.1 of the Weddington Zoning Ordinance.
- ✓ 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.

Doris D Alexander
Signature of Property Owner

August 20, 2013
Date

[Signature]
Signature of Applicant

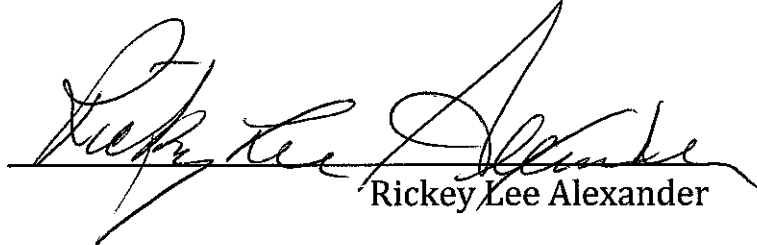
8/23/13
Date

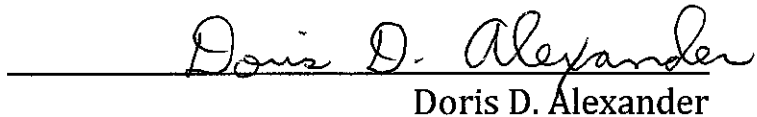
TO: Town of Weddington
Union County, North Carolina

RE: 7112 New Town Road
Weddington, North Carolina
Deed Recorded in Book 418, page 939

As owners of the above-mentioned property, Rickey Lee Alexander and wife, Doris D. Alexander hereby give our permission to our son Clinton Todd Alexander to apply to the Town to rezone our property from residential to Residential Conditional.

Signed this the 20th day of August 2013


Rickey Lee Alexander


Doris D. Alexander

G . S. 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT

Brunswick County, North Carolina

I certify that the following person(s) personally appeared before
me this day, each acknowledging to me that he or she signed the
foregoing document:

Rickey Lee Alexander + Doris D. Alexander
Name of or Names of principal(s)

Date: 8/20/13

Official Seal;

Debra J. Edge
Official Signature of Notary

Debra J. Edge
Notary Public
(Notary's printed or typed name)

My commission expires: 3/20/2018

**Town of Weddington
Conditional Zoning Application**

Application Number: C703-13 Application Date: APRIL 19, 2013
Applicant's Name: STANDARD PACIFIC HOMES (BOB BENNETT)
Applicant's Phone: (704) 759-6000
Applicant's Address: 6701 CARMEL RD, SUITE 425, CHARLOTTE, NC 28226
Property Owner's Name: MFG ENTERPRISES, INC.
Property Owner's Phone: (704) 552-5338

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

Property Location: REA ROAD
Parcel Number: 06180019 Deed Book and Page: 1310 438
Total Acreage of Site: 56.819 AC. Existing Zoning: R-CD (WEDDINGTON)
Application Fee: \$13,150.00 Check Number: _____

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 5.9.1 of the Weddington Zoning Ordinance.
- ✓ 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

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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

4/19/13

Date



Signature of Applicant

4.19.13

Date

**APPLICATION FOR SUBMITTAL
OF
SUBDIVISION PRELIMINARY PLAT**

NAME OF PROPOSED SUBDIVISION: Highclere

LOCATION OF SUBDIVISION: Opposite Street Address 250-340 Rea Road
Waxhaw, NC 28211

PARCEL ID 06180019 ZONING DISTRICT R-CD TOTAL ACREAGE 56.82
NUMBER OF LOTS 45

DEVELOPER:
NAME: MFG Enterprises, Inc

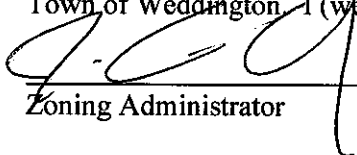
ADDRESS: 2701 Coltsgate Road, Suite 300
Charlotte, NC 28211

OWNER (if different from above) MFG Enterprises, Inc

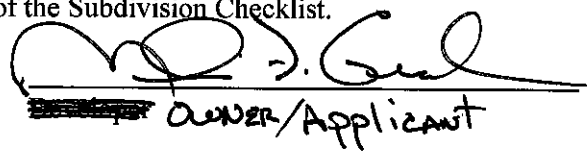
PHONE: 704-552-5338

FEE PAID: \$11,250 DATE: 8-22-13

I (We) MELVIN F. GRAHAM 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



~~Owner~~ Applicant

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

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

STATE OF NORTH CAROLINA

COUNTY OF UNION

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ___ day of September 2013 (“Effective Date”), 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~~-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~~2014.

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 (“on the 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—2014 (“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. The Town shall be responsible for any damage to the Property resulting from such inspections.

(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~~-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 proration 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) upon consultation with Providence, 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~~ Town of the Property, the cost of any survey obtained pursuant to Section ~~8-9~~ hereof, the premium for any owner's policy of title insurance issued in favor of Town insuring Town's title to the Property and Town's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Termination and Remedies.**

(a) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Town under this Agreement, 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 \$48,318.75 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 \$ 750,000 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

**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

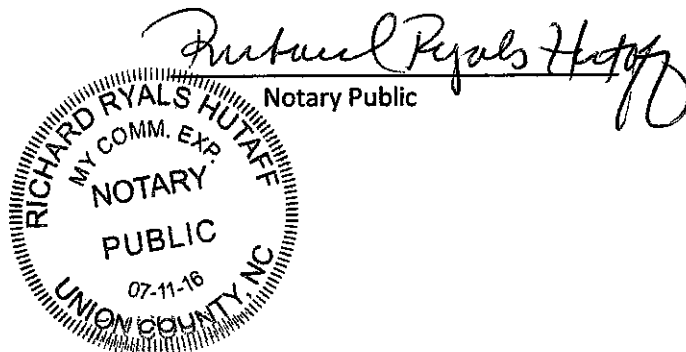
STATE OF NORTH CAROLINA

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



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: October 14, 2013

SUBJECT: Conditional Zoning Permit –Elevated Water Storage Tank

Union County requests a Conditional Zoning Permit (CZ) for a 179 foot tall, 1.5 million gallon elevated water storage tank located along Hemby Road.

Application Information:

Date of Application: July 19, 2013
Applicant Name: Cynthia Coto (Union County-County Manager)
Owner Name: Lelia L. Morris
Parcel ID#: A portion of 06-120-004 and 06-120-004B in its entirety
Property Location: South side of Hemby Road between Providence Volunteer Fire Department and Hunter Lane (Weddington Woods subdivision)
Existing Zoning: R-40 and RCD
Proposed Zoning: R-40(CZ) and RCD(CZ)
Existing Land Use: Traditional Residential and Residential Conservation (no change proposed)
Existing Use: Vacant
Proposed Use: Elevated Water Storage Tank, Class II Essential Service
Parcel Size: 3.92 Acres (comprised of two tracts that will be recombined)

General Information:

- A Conditional Zoning Permit is required for a Class II Essential Service in the R-40 and RCD zoning districts. Water Storage is included as a Class II Essential Service in the *Town of Weddington Zoning Ordinance*.
- The applicant is proposing a 179 foot tall, 1.5 million gallon elevated water storage tank within a fenced in area along Hemby Road.
- The proposed water tank style will be a composite tank with a 48 foot concrete diameter base and approximately 74 foot diameter bowl.

- The proposed facility will be accessed by a 20 foot wide gravel access road from Hemby Road. A decorative entrance gate will be placed 47 feet from the property line while an access gate at the facility entrance will be placed approximately 290 feet from the property line to reduce visibility of the facility from Hemby Road. The actual water tower will be located over 500 feet from Hemby Road.
- In addition to the water storage tank, the site will include a tank drainage/overflow vault, stormwater pond and a parking area comprised of four parking spaces.

Minimum Standards for a Class II Essential Service in R-40 and RCD Zoning Districts:

Minimum Lot Area- 40,000 square feet—combined lots are 3.92 acres or 170,755 square feet

Minimum Front Yard Setback- 75 feet—proposed setback is greater than 500 feet

Minimum Lot Width- 120 feet as measured at the front yard setback—proposed width is 176 feet

Minimum Side Yard Setbacks- 15 feet—proposed left and right side yard setbacks are 113 feet and 34 feet respectively

Minimum Rear Yard Setback- 40 feet—proposed setback is greater than 200 feet

- The proposed water storage tank complies with all minimum yard regulations and front, side and rear yard setbacks for a Class II Essential Service in the R-40 and RCD zoning districts as set forth in the *Town of Weddington Zoning Ordinance*.
- The applicant will be required to submit a lot line revision plat. The lot line revision plat will include parcels 06-120-004 and 06-120-004B. All 1.278 acres of parcel 06-120-004B and 2.638 acres of parcel 06-120-004 will be included on the water tank site.

Additional Information:

- Screening and landscaping will be provided using new and existing (mature) vegetation.
- A 26 foot landscape buffer is required around the proposed water tank. Landscaping will be added to the front and northern perimeters of the property to meet these buffer requirements. A natural/exiting tree buffer will surround the rear and southern perimeters of the property.
- Clearing will only occur where the access road will be installed and within the tank construction limits. All proposed landscaping complies with the *Town of Weddington Zoning Ordinance*.
- Outdoor lighting will be minimal. Lighting on top of the tank will comply with Federal Aviation Administration requirements.
- The water tank does not have any pumps or other moving parts, therefore noise should not be a factor.
- The applicant has provided a map and pictures of the proposed water tank from various locations surrounding the water tank.
- The proposed water tank is exempt from the Town's maximum height restrictions per *Section 58-15* of the *Town of Weddington Zoning Ordinance*.
- The property owner has provided written and notarized authorization to Union County to apply for the Conditional Zoning Permit.

- Two Public Involvement Meetings (PIM) were held in accordance with *Section 58-271* of the *Town of Weddington Zoning Ordinance*.
 - The first PIM was held on-site at parcel 06-120-004B on August 22, 2013 from 10:00am-12:00pm. There were approximately 35 attendees at that meeting.
 - The second PIM was held at Weddington Town Hall on August 26, 2013 from 4:30-6:30pm.
 - Most attendees were not in support of the proposed water tank. Included in the packet is a list of questions that were asked by the public during the August 22nd PIM.
 - The Planning Board gave this project a favorable recommendation by way of a 4-3 vote. The Planning Board also added conditions four and five listed below.

Staff has reviewed the application and submitted documents and finds the Conditional Zoning Application is in compliance with the Town of Weddington Zoning Ordinance with the following conditions:

1. All engineers (USI-Bonnie Fisher) comments must be addressed and completed prior to any construction;
2. Applicant must apply for NCDOT Driveway Permit for proposed driveway along Hemby Road;
3. Lot line revision plat must be approved and recorded by the Union County Register of Deeds prior to any construction;
4. Nothing can be added to the water tower that would increase the overall height;
5. Trees and shrubs, around the perimeter of the property to exceed Town's minimum landscaping requirements.

The Planning Board also recommended that if Union County obtains an adjacent easement, the easement be landscaped.

Town of Weddington

Conditional Zoning Permit Application
For
Elevated Water Storage Tank

July 19, 2013



Applicant:

Union County Public Works

Prepared by:

HDR Engineering, Inc. of the
Carolinas

Town of Weddington
Conditional Zoning Permit Application
For
Elevated Water Storage Tank

July 19, 2013



Applicant:

Union County Public Works

Prepared by:

HDR Engineering, Inc. of the
Carolinas

- ✓ 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

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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.

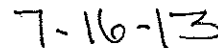
To the best of my knowledge, all information herein submitted is accurate and complete.

Signature of Property Owner

Date



Signature of Applicant



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

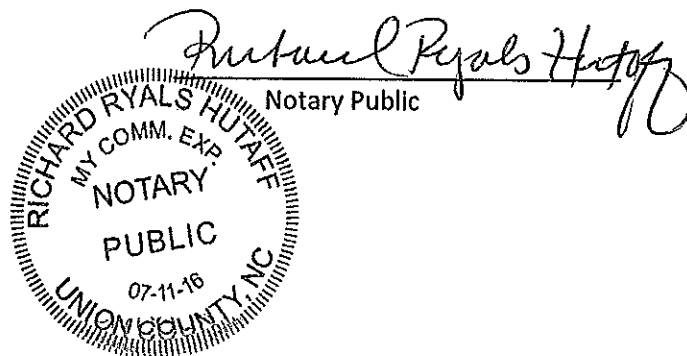
STATE OF NORTH CAROLINA

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



Narrative for Conditional Zoning Permit Application

Union County, the project applicant, is proposing to construct an approximately 176 foot tall, 1.5 million gallon elevated water storage tank in the Town of Weddington. The tank style will be a concrete composite with an approximate base diameter of 48 feet and a bowl diameter of approximately 74 feet. The proposed project site is a group of two parcels located off of Hemby Road with the center of the tank located 586 feet from the centerline of the Hemby Road. The parcel ID numbers are 06120004B and 06120004 and are zoned as R-40 and R-CD, respectively. Parcel 06120004B will be purchased in its entirety while a portion of 06120004 will be purchased creating a total site area of 3.92 acres. The approximate base diameter of 44 feet will take up 1,520 square feet of the 3.92 acres. The approval of the site plan and construction of the water storage tank will require a conditional zoning permit which will change the zoning to R-40-CZ and RCD-CZ. The County ultimately plans to combine the two parcels through the recombination process which will give the site a zoning classification of R-40-CZ. For the purposes of this application Union County would like for the recombination process to be a condition of approval. The proposed use is classified as an Essential Service, Class II, water storage, under the Town of Weddington's Conditional Use Permit ordinance.

Parcel ID	Total Acreage	Acreage Purchased
06120004	34.031 ac	2.638 ac
06120004B	1.278 ac	1.278 ac

The water storage tank will be placed in the far end of the property in parcel 06120004 and will have only one access point on Hemby Road. The parcels consist of fields with a tree line along the Southeastern border. With the exception of the access road, parking area around the tank, the area needed to facilitate the erection of the tank, stormwater pond, and the drainage structure, the proposed project will be constructed with minimal clearing to maintain a natural tree buffer along the tank perimeter.

The elevated water storage tank will not have any traffic impacts along Hemby Road or any of the connecting roads including Matthews-Weddington Road. The tank will be accessed by Union County Public Works staff on an interim basis and will not be occupied. Project phasing will consist of three parts. The first part is to establish perimeter controls so that site work can begin. The second part consists of cutting and filling the land as necessary to begin construction of the tower. The third part will be the construction of the elevated water storage tank.

There will not be any commercial signs for this project. Any exterior and interior treatment of the elevated storage tank will be in accordance with specifications made by the American Water Works Association. No wetlands or streams will be affected by the construction of the elevated storage tank. Necessary measures will be taken to address stormwater located on and around the site. The closest property with a building contains the Providence Volunteer Fire Department and it is 335 feet away from the center of the tank.

The tank will be constructed of reinforced concrete and painted carbon steel. In addition to the water storage tank, the proposed development will include a 20 foot wide access road for use

by Union County personnel. The chain link fence will also be located approximately 290 feet from the road. Other structures on site include a tank drainage/overflow vault and stormwater pond. The tank drainage structure will be a 10 foot x 10 foot precast or cast-in-place concrete structure with riprap area around it to dissipate flow and energy during routine maintenance and tank overflow.

The need for the proposed Weddington Tank Elevated Water Storage Tank was identified in the County's 2005 Water Master Plan Update. Siting a tank at the proposed project site provides numerous benefits to the Town of Weddington and surrounding community including:

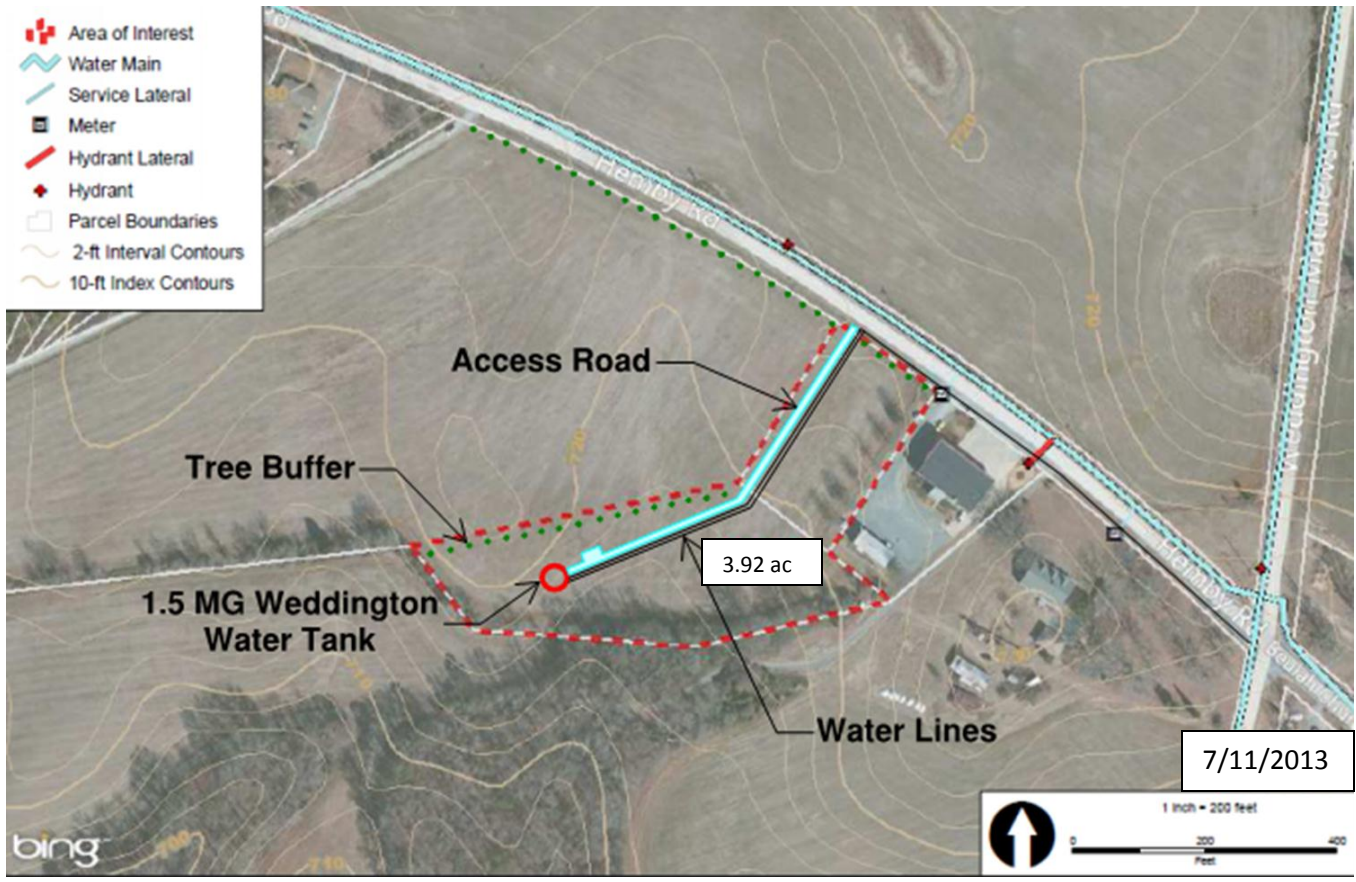
- Provides a more reliable water supply by connecting the proposed Weddington Tank to the existing water line on Weddington-Matthews Rd.
- Improved capability to meet existing and future domestic water demands in the Marvin-Weddington area.
- Increased static and dynamic water pressures in the Marvin-Weddington area and in particular for those areas situated at higher elevations where current water pressures are sometime marginal.
- The proposed tank will provide increased fire flow capability which is critical to protecting property and life in the area influenced by the proposed tank.

The proposed project site facilitates these benefits for several reasons. The site allows for the construction of a tank high enough to meet the County's hydraulic grade requirements to provide improved fire flow and pressure, has sufficient size to allow construction of the tank while providing additional buffer area, is proximate to the County's 16-inch transmission main at the intersection of Hemby Road and Weddington-Matthews Road which facilitates distribution of the finished water to the service area, and provides positive drainage away from the site.

Constructing the proposed Weddington Elevated Water Storage tank as planned at this location will not materially endanger the public health and safety and will provide numerous benefits including improved protection of public property and life through improved fire flow, improved water pressure in higher elevation areas where water pressure is marginal and minimizing the possibility of low or negative water pressures which can result in cross connection contamination.

The proposed project is required to provide adequate water supply to the existing customer base, as well as provide for future anticipated growth in the water service area and, therefore, is as a public necessity.

The proposed project will be in harmony with the surrounding developed area.



Adjoining Properties

Owner	Address	Tax Parcel Number
MANUS OLLIE H TRUSTEE	5009 HEMBY RD	06120003
ALLTEL MOBILE COMMUNICATIONS OF CAROLINA INC	HEMBY RD	06120003A
HELMS RICKY LEE	5017 HEMBY RD, MATTHEWS, NC 28104	06120003B
MORRIS LELIA L	HEMBY RD	06120004
PROVIDENCE VOLUNTEER FIRE DEPT INC	SR 1346, WEDDINGTON, NC 28104	06120004A
MORRIS LEILA	HEMBY RD	06120004B
MORRIS LEILA	HEMBY RD	06120004C
NEAL PATRICIA ANN & LINDA K GODWIN TRUSTEES	WEDDINGTON-MATTHEWS RD	06120012
HEDEL LLC	5253 A HEMBY RD, MATTHEWS, NC, 28104	06120031
HEDEL LLC	5245 A HEMBY RD, MATTHEWS, NC, 28104	06120032
HEDEL COMPANY	5237 A HEMBY RD, MATTHEWS, NC, 28104	06120033
HEDEL LLC	A HEMBY RD, MATTHEWS, NC, 28104	06120034
HAVERKOCK PAUL F & WF RENATE HAVERKO	6194 HUNTER LN, MATTHEWS, NC 28105	06120220
BRIGHAM DANA M	6190 HUNTER LN, MATTHEWS, NC 28104	06120221
SOROKA DAVID H TRUSTEE	6186 HUNTER LN, MATTHEWS, NC 28104	06120222
WALTON GREGORY A & WIFE DONNA M	6178 HUNTER LN, WEDDINGTON, NC 28104	06120223
JENNINGS MICHAEL A & WIFE PAMELA L	6170 HUNTER LN, MATTHEWS, NC 28105	06120224
TAYLOR DAVID & WIFE PAMELA L	6162 HUNTER LN, MATTHEWS, NC 28105	06120225
SUTTON SILVIA M & HUSBAND CHRISTOPHER S	6154 HUNTER LN, WEDDINGTON, NC 28104	06120226
EVANS KENNETH D & WIFE DEVONA	6138 HUNTER LN, MATTHEWS, NC 28105	06120228
SIGMON REBECCA E	6130 HUNTER LN, WEDDINGTON, NC 28104	06120229

Properties Within 1300-Feet of Property

Parcel #	Owner	Address	City	State	Zip Code
06120001A	O'HARA SCOTT S & WIFE DEBRA S	5810 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
06120002	JONES JAMES SCOTT JR &	5532 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
06120002A	SIMPSON BILLY JOE & REBECCA J	5608 MATT-WEDD RD	MATTHEWS	NC	28105
06120002B	SIMPSON JASON N	8920 BLAKEWOOD CT	GAINESVILLE	GA	30506
06120002C	JONES JAMES SCOTT & PATRICIA S	5516 MATTHEWS-WEDD RD	MATTHEWS	NC	28105
06120003	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215-8510
06120003	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215-8510
06120003	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215-8510
06120003	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215-8510
06120003	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215-8510
06120003	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215-8510
06120003A	ALLTEL MOBILE COMMUNICATIONS OF	P. O. BOX 260888	PLANO	TX	75026
06120003B	HELMS RICKY LEE	5017 HEMBY RD	MATTHEWS	NC	28104
06120004	MORRIS LELIA L	4824 BEULAH CHURCH RD	MATTHEWS	NC	28105
06120004A	PROVIDENCE VOLUNTEER FIRE DEPT INC	P O BOX 2670	MATTHEWS	NC	28106
06120004B	MORRIS LEILA	4824 BEULAH CHURCH RD	MATTHEWS	NC	28104
06120011	MORRIS R S FAMILY	5017 MATTHEW WEDDINGTON RD	MATTHEWS	NC	28104
06120012	NEAL PATRICIA ANN &	4872 MATTHEWS WEDDINGTON	MATTHEWS	NC	28104
06120012A	HONEYCUTT WANDA M	5207 HEMBY RD	MATTHEWS	NC	28104
06120012D	MORRIS EDWARD WYATT	5014 MATTHEWS-WEDDGTN RD	MATTHEWS	NC	28105
06120012E	YOUNT ALAN T & WF CYNTHIA S	5051 MATTHS WEDDINGTON RD	MATTHEWS	NC	28105
06120012H	POPE BOBBY F	1020 WILLOW OAKS TR	MATTHEWS	NC	28104
06120012I	BAKER DARRELL L &	5023 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
06120012P	EDDIE BERNARD OATES JR	325 SPRING HILL DR	MATTHEWS	NC	28104
06120012Q	ALL SAINTS ANGLICAN CHURCH CHARLOTTE	1312 MATTHEWS-MINT HILL RD	MATTHEWS	NC	28105
06120013	MANUS OLLIE H TRUSTEE	4200 SATTERWYTHE LN	CHARLOTTE	NC	28215
06120013A	HELMS JERRY WAYNE	4915 BEULAH CHURCH RD	MATTHEWS	NC	28104
06120014	BOLEY NANCY PATRICIA & RICKEY DALE	5517 MATTHEWS WEDDINGTON RD	WEDDINGTON	NC	28104
06120015	WHIPPLE GARY L	5609 MATTHEWS WEDDINGTON	MATTHEWS	NC	28104-7718
06120016	ROLLINS JERRY C & VIRGINIA P	6811 LANDSFORD RD	MARSHVILLE	NC	28103
06120017	HARKEY CHARLES MICHAEL	409 ASHWOOD TERRACE	CHATTANOOGA	TN	37415
06120017A	HARKEY ROBERT WAYNE & JOYCE L	4823 BEULAH CHURCH RD	MATTHEWS	NC	28104
06120017B	HARKEY LUTHER RANDALL & PATRICIA R	1557 WEST 500 NORTH	SALT LAKE CITY	UT	84116
06120017C	HONEYCUTT PATSI HARKEY &	4911 BEULAH CHURCH RD	MATTHEWS	NC	28104
06120017C	HONEYCUTT PATSI HARKEY &	4911 BEULAH CHURCH RD	MATTHEWS	NC	28104
06120017D	JOHNSON CLYDE DWAYNE	4901 BEULAH CHRUCH RD	MATTHEWS	NC	28104
06120017E	HARKEY TINA LORAIN	4813 BEULAH CHURCH RD	MATTHEWS	NC	28104
06120018	HAYES KENT L & WIFE MARY GRACE LOFTI	4309 HORSESHOE BEND	MATTHEWS	NC	28104
06120019	MORRIS LELIA L	4824 BEULAH CHURCH RD	MATTHEWS	NC	28105
06120020	GRIFFIN ASSET MANAGEMENT LLC	PO BOX 1561	MONROE	NC	28111
06120020A	GRIFFIN ASSET MNGT LLC	PO BOX 1561	MONROE	NC	28111
06120021	NEAL PATRICIA ANN & LINDA K GODWIN T	4872 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
06120023	STEWART WILLIAM M & WIFE HOLLY H	5515 HEMBY RD	MATTHEWS	NC	28104
06120024	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120025	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120026	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120027	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120028	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120029	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120030	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120031	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120032	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120033	HEDEL COMPANY	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120034	HEDEL LLC	2227 NORTH DAYTON ST	CHICAGO	IL	60614
06120063	BATTLE CHRISTOPHER L & LYNETTE	2500 GREENBROOK PKY	MATTHEWS	NC	28104
06120064	SPATH FREDERICK G & PATRICIA A YAVOR	2432 GREENBROOK PARKWAY	MATTHEWS	NC	28105

Properties Within 1300-Feet of Property

06120065	MARMER ABRAHAM M & MELANIE A	2424 GREENBROOK PKY	MATTHEWS	NC	28104
06120066	JONES BEN F & WF MARY W	2416 GREENBROOK PARKWAY	MATTHEWS	NC	28105
06120067	ROLFES LEE A JR & KASEY	2408 GREENBROOK PKY	MATTHEWS	NC	28104
06120068	BALLARD SYLVIA	2400 GREENBROOK PKWY	MATTHEWS	NC	28104
06120069	BYRD STEVE	2332 GREENBROOK PKY	WEDDINGTON	NC	28104
06120194	PATRELL GREGORY S & CHARLENE D	1477 WILLOW OAKS TR	MATTHEWS	NC	28104
06120195	COOLEY FRANK NEIL & WF VIRGINIA D	1481 WILLOW OAK TRL	WEDDINGTON	NC	28104
06120196	EVANS ARTHUR F & WIFE PATRICIA R	1485 WILLOW OAKS TRL	MATTHEWS	NC	28104
06120197	GRAY WILLIAM DAVID & WIFE JAN C	1489 WILLOW OAKS TRL	MATTHEWS	NC	28105
06120198	HARRINGTON JOHN N & LISA M	1493 WILLOW OAKS TR	WEDDINGTON	NC	28104
06120199	GEIS KENNETH W & WIFE ARLENE	1497 WILLOW OAKS TRL	MATTHEWS	NC	28104
06120216	GALLOWAY ELBERT N & ROSE A	6175 HUNTER LN	MATTHEWS	NC	28104
06120217	MAYER PAUL T & ERIN A	6183 HUNTER LN	MATTHEWS	NC	28104
06120218	RALSTON JOHN M & WIFE CHRISTENA E	6191 HUNTER LN	MATTHEWS	NC	28105
06120219	MANGUM JOHN ROBERT JR & WIFE DONNA R	6195 HUNTER LN	WEDDINGTON	NC	28105
06120220	HAVERKOCK PAUL F & WF RENATE HAVERKO	6194 HUNTER LN	MATTHEWS	NC	28105
06120221	BRIGMAN DANA M	6190 HUNTER LN	MATTHEWS	NC	28104
06120222	SOROKA DAVID H TRUSTEE	6186 HUNTER LN	MATTHEWS	NC	28104
06120223	WALTON GREGORY A & WIFE DONNA N	6178 HUNTER LN	WEDDINGTON	NC	28104
06120224	JENNINGS MICHAEL A & WIFE PAMELA L	6170 HUNTER LN	MATTHEWS	NC	28105
06123012	ORR GERALD D & MARTHA P	6110 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
06123012C	ORR J WAYNE & CINDY CAROL ORR	6100 MATTHEWS WEDDINGTON RD	MATTHEWS	NC	28104
06123016	UNION COUNTY BOARD OF EDUCATION	400 N CHURCH ST	MONROE	NC	28112
06123016	UNION COUNTY BOARD OF EDUCATION	400 N CHURCH ST	MONROE	NC	28112
06123127	TOLL NC II LP	2310 TW ALEXANDER DR STE G	RALEIGH	NC	27817

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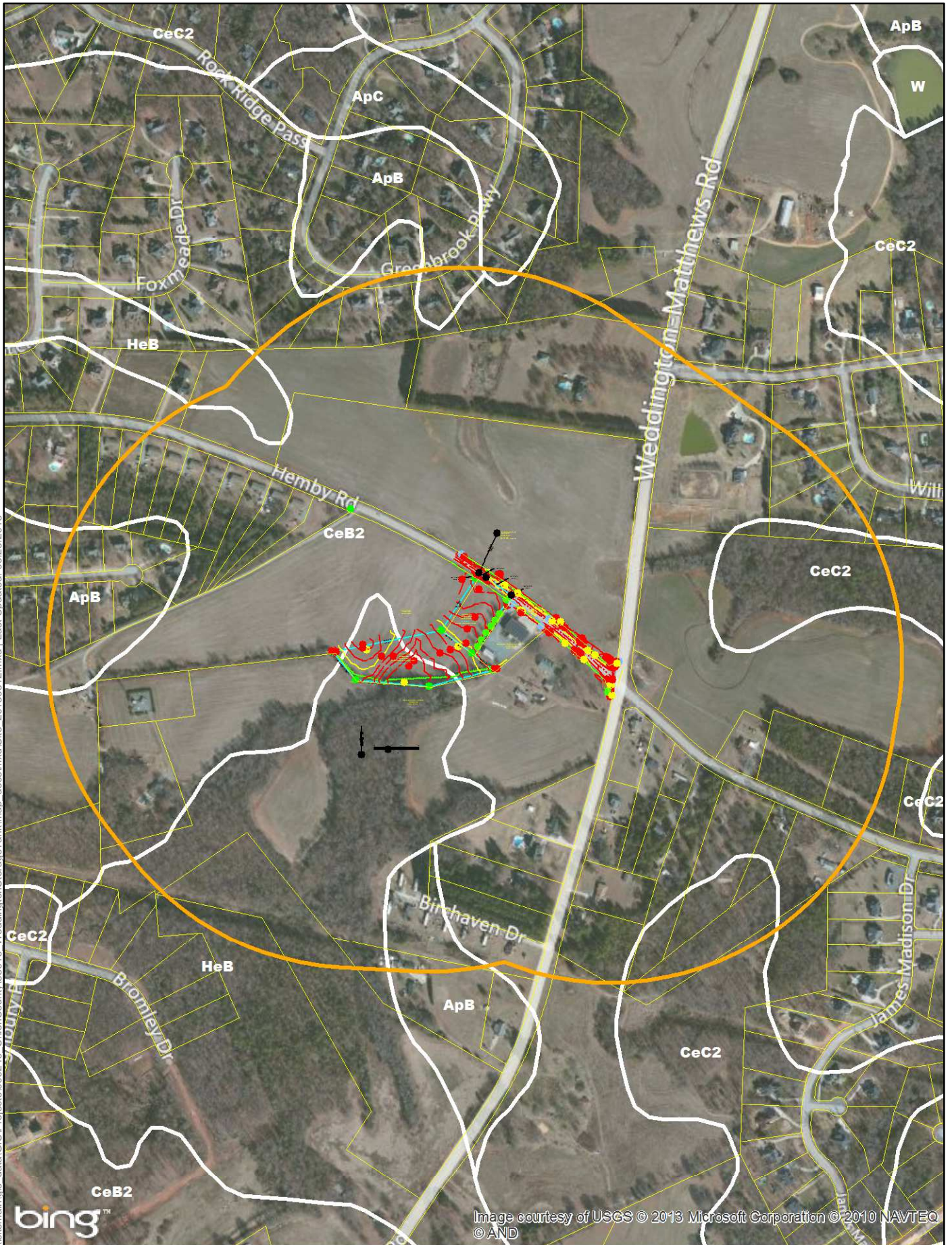


Image courtesy of USGS © 2013 Microsoft Corporation © 2010 NAVTEQ © AND

**STORM WATER MANAGEMENT PLAN
PROJECT NARRATIVE AND CALCULATIONS**

For

Weddington Elevated Water Tank

Weddington, Union County, NC

**Owner:
Union County**

Property location:
Hemby Road
Weddington, NC 28104

HDR Engineering Project #:
18-53016

July 19, 2013

Analysis prepared by:

HDR | ONE COMPANY
*Many Solutions*SM

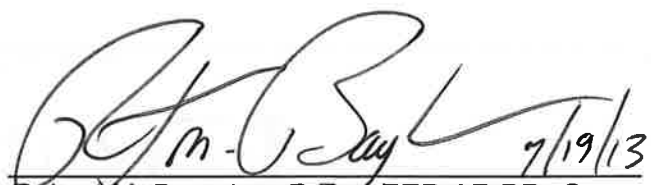
440 South Church Street
Suite 1000
Charlotte, North Carolina 28202-2075
(704) 338-6700



I, the undersigned, hereby state that the rate of post development storm water runoff for the proposed building lot will not be greater than the predevelopment rate for a 10-year storm.

This report was prepared under my supervision and represents, to the best of my knowledge, a true and accurate description of the storm water conditions for this site, both before and after the construction of the proposed development.

The storm water run-off rates from the subject site are detailed herein for both the existing condition and following development of the property as set forth on the associated plans. The storm water runoff rates associated with the post-development plans will be maintained at, or less than, the existing run-off rate from the site. This certification is specific to design storms up through the 10-year storm event. The site is included in FIRM Map No.: 3710447700K and the site is not within a 100-year flood plain.



Robert M. Baysden, P.E., LEED AP BD+C
HDR Engineering, Inc.

NC Professional Engineer License No. 025548

Project Description

Union County, NC is proposing to construct an elevated 1.5 MG water tower in the town limits of Weddington, NC just south of Hemby Road (West of Weddington-Matthews Road) on Tax Parcel 06120004B & a portion of 06120004 both under the same ownership.

Construction Phasing and Temporary Measures

Construction of the water tower will take approximately 4 months. Phasing will consist of a Clearing, Grading and Drainage, and a Final Grading. Post-construction BMPs are planned to be installed prior to the operation of the facilities.

Temporary Sediment and Erosion Control measures are proposed and are illustrated on the plans. The Erosion Control Plan will be a two stage sequence. The intent is to protect the existing non-jurisdictional drainage way on site.

Disturbance will be greater than one (1) acre; therefore, an application will need to be made to NCDENR for approval along with submittal of a Financially Responsibility Form.

Storm Water Management Facilities

Permanent drainage facilities have been proposed in accordance with the various governing jurisdictions for this project. Storm water conveyance on the property has been designed in accordance with the Town of Weddington's criteria to limit the 2-year and 10-year storm events to the pre-development peak discharges. To accommodate this requirement, an extended dry detention facility is located on the property to attenuate the discharge. The extended dry detention basin and drainage swale provides for water quality control as well. Design criteria for use of BMPs in series followed the treatment train methodology found in the NC BMP Manual (Section 3.9.2), with pollutant removal efficiencies per NC BMP Manual (Section 4.4). Given these requirements and site characteristics, the proposed site runoff controls for storm water treatment consist of the following:

- **Grassed Swale** – The site design includes a swale adjacent to the gravel access road at mild slopes to collect runoff from the roadway and transport it to the proposed extended dry detention basin. Check dams will be left in place to reduce the velocity in the grassed swale. TSS removal for grassed swales is projected at 35%, with N removal at 20%.
- **Extended Dry Detention Basin** – The detention facility for this project is a trapezoidal-shaped pond approximately 4.5-feet deep. The elevation of the bottom of the pond is 716.25-ft MSL. The outlet structure for the dry detention basin is a 5-ft by 5-ft square open throat catch basin with an 8' weir (two open sides) at 717.00-ft MSL and a 24-in orifice at elevation 716.25-ft MSL. A 30" RCP outlet is provided from the Outlet Structure to the downstream side of the pond where it daylight at 716.00-ft MSL.

The outlet structure is sized to minimize the flow rate to ensure that the post developed flow for the project area is less than or equal to the pre-developed composite flow of the same section. Though the 100-year storm is detained within the pond an emergency spillway is provided at elevation 719.00-ft MSL.. The dimensions of the pond are indicated on the design plans. The detention pond and outlet structure were designed using the Hydroflow Hydrographs program utilizing SCS hydrographs to determine the flow from to the detention pond.

The tank plan generated less than an acre of impervious to the study point drainage area of 14.62 Acres. To be conservative, the Hemby Road impervious was considered in post-development, but was kept as “good condition open space” in pre-development. The pond was designed so that the 10-year storm event does not back up onto the adjoining property.

TSS removal is projected at 50%, while N removal is 10%.

Table 1: Storm Water Runoff Summary Chart

<i>Storm Frequency</i>	<i>Pre Developed Flow Rates (cfs)</i>	<i>Post Developed Flow Rates (cfs)</i>	<i>Detention Pond Out Flow Rates (cfs)</i>
2 Year	7.458	9.053	4.863
10 Year	21.21	23.61	18.17
100 Year	48.58	51.98	39.27

Access Drive Culvert

Accessing the Tank location requires crossing a drainage swale. The drainage area at the study point is 9.59 acres. To be conservative, the off-site agricultural land was studied as both good-condition and poor-condition and an analysis run for the 10-year and 25-year storm events. Twin 30” HDPE pipes were selected to reduce the HW elevation as much as possible while maintaining 2’ of cover over the pipes. Due to the tail-water accumulating in the pond and the culvert restriction, the HW elevation does back-up onto the adjoining property during a storm-event, but very quickly enters the pond and normalizes at a depth that remains on the tank property. A 100-year analysis (poor condition) shows that a 1’ freeboard still remains between the HW and the road.

Supporting Calculations of Treatment Devices

Supporting calculations are attached in spreadsheet form to illustrate the use of the above BMPs throughout the project. Plans are attached to illustrate where each BMP is located to allow runoff from the access roadway to go through a series of treatment devices prior to discharging off-site.

Table 2-2a Runoff curve numbers for urban areas ^{1/}

Cover description	Average percent impervious area ^{2/}	Curve numbers for hydrologic soil group			
		A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
→ Open space (lawns, parks, golf courses, cemeteries, etc.) ^{3/} :					
• Poor condition (grass cover < 50%)		68	79	86	89
• Fair condition (grass cover 50% to 75%)		49	69	79	84
• Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
→ Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only) ^{4/}		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation) ^{5/}		77	86	91	94

Idle lands (CN's are determined using cover types similar to those in table 2-2c).

^{1/} Average runoff condition, and $I_a = 0.2S$.

^{2/} The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using figure 2-3 or 2-4.

^{3/} CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

^{4/} Composite CN's for natural desert landscaping should be computed using figures 2-3 or 2-4 based on the impervious area percentage (CN = 98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

^{5/} Composite CN's to use for the design of temporary measures during grading and construction should be computed using figure 2-3 or 2-4 based on the degree of development (impervious area percentage) and the CN's for the newly graded pervious areas.



NOAA Atlas 14, Volume 2, Version 3
 Location name: **Matthews, North Carolina, US***
 Coordinates: **35.0366, -80.7438**
 Elevation: **724ft***
 * source: Google Maps



POINT PRECIPITATION FREQUENCY ESTIMATES

G.M. Bonnin, D. Martin, B. Lin, T. Parzybok, M.Yekta, and D. Riley

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[PF_tabular](#) | [PF_graphical](#) | [Maps & aerals](#)

PF tabular

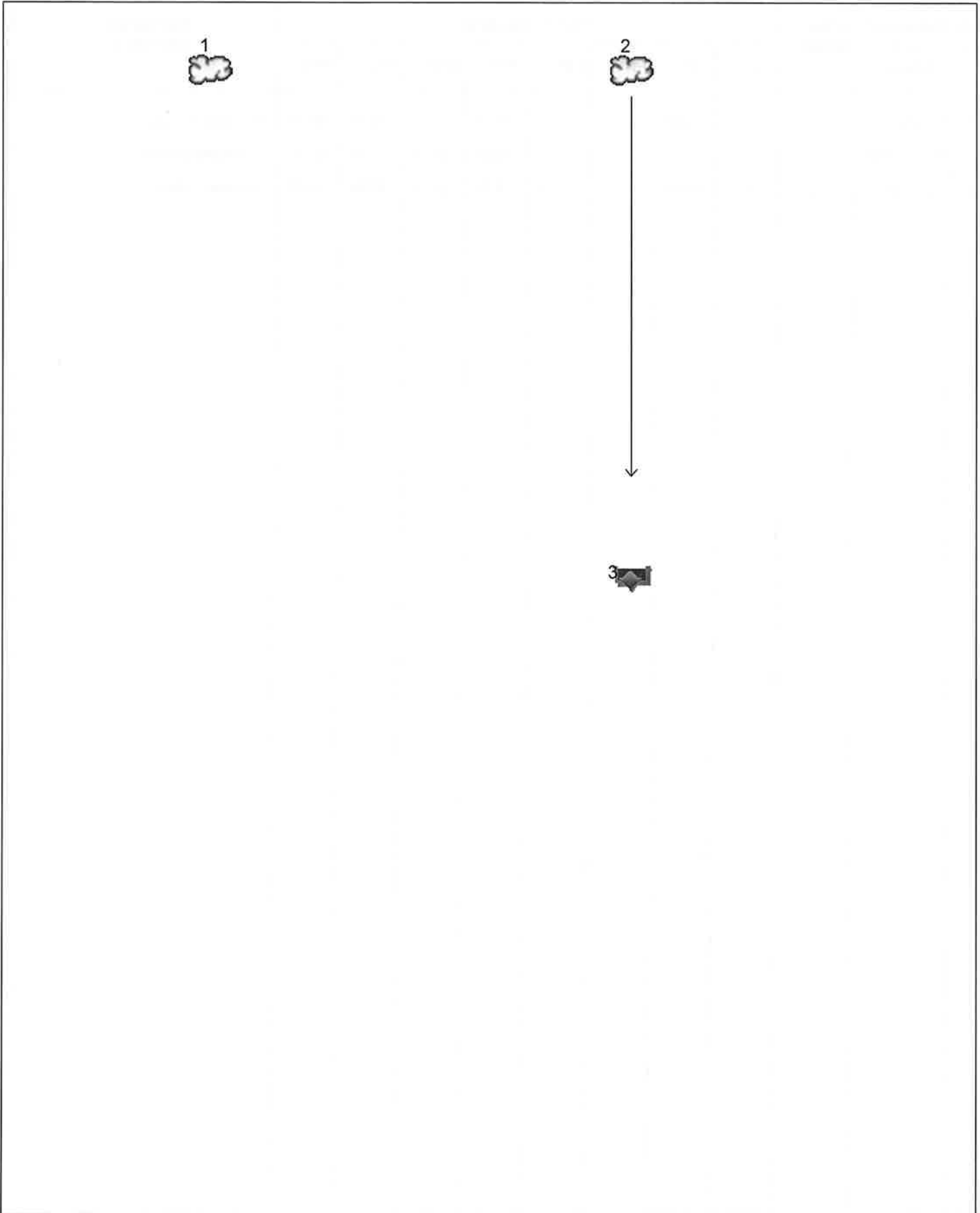
PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval(years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.415 (0.383-0.451)	0.491 (0.452-0.534)	0.570 (0.524-0.620)	0.627 (0.575-0.681)	0.693 (0.633-0.751)	0.738 (0.671-0.800)	0.780 (0.706-0.844)	0.817 (0.735-0.885)	0.859 (0.766-0.932)	0.889 (0.786-0.966)
10-min	0.664 (0.612-0.720)	0.785 (0.722-0.854)	0.912 (0.838-0.993)	1.00 (0.920-1.09)	1.11 (1.01-1.20)	1.18 (1.07-1.27)	1.24 (1.12-1.34)	1.30 (1.17-1.40)	1.36 (1.21-1.47)	1.40 (1.24-1.52)
15-min	0.830 (0.765-0.900)	0.987 (0.908-1.07)	1.15 (1.06-1.26)	1.27 (1.16-1.38)	1.40 (1.28-1.52)	1.49 (1.35-1.61)	1.57 (1.42-1.70)	1.63 (1.47-1.77)	1.71 (1.53-1.86)	1.76 (1.56-1.91)
30-min	1.14 (1.05-1.23)	1.36 (1.25-1.48)	1.64 (1.51-1.78)	1.84 (1.69-2.00)	2.07 (1.90-2.25)	2.24 (2.04-2.43)	2.40 (2.17-2.60)	2.54 (2.29-2.76)	2.72 (2.43-2.95)	2.84 (2.52-3.09)
60-min	1.42 (1.31-1.54)	1.71 (1.57-1.86)	2.10 (1.93-2.29)	2.40 (2.20-2.60)	2.76 (2.52-2.99)	3.04 (2.76-3.29)	3.31 (2.99-3.58)	3.57 (3.21-3.87)	3.90 (3.48-4.24)	4.15 (3.68-4.52)
2-hr	1.64 (1.51-1.80)	1.99 (1.82-2.18)	2.46 (2.25-2.69)	2.82 (2.57-3.08)	3.29 (2.99-3.59)	3.65 (3.30-3.97)	4.01 (3.60-4.36)	4.36 (3.89-4.75)	4.82 (4.26-5.26)	5.18 (4.54-5.66)
3-hr	1.74 (1.60-1.92)	2.11 (1.93-2.31)	2.63 (2.40-2.88)	3.03 (2.76-3.32)	3.57 (3.24-3.91)	4.01 (3.61-4.37)	4.44 (3.97-4.84)	4.89 (4.34-5.33)	5.50 (4.82-6.00)	5.98 (5.19-6.54)
6-hr	2.10 (1.92-2.30)	2.53 (2.32-2.77)	3.15 (2.89-3.46)	3.65 (3.33-3.99)	4.32 (3.92-4.71)	4.85 (4.38-5.29)	5.40 (4.83-5.88)	5.97 (5.29-6.49)	6.75 (5.91-7.34)	7.38 (6.37-8.02)
12-hr	2.48 (2.28-2.72)	2.99 (2.75-3.29)	3.75 (3.44-4.11)	4.36 (3.98-4.77)	5.20 (4.71-5.67)	5.88 (5.29-6.41)	6.59 (5.87-7.16)	7.33 (6.46-7.97)	8.37 (7.26-9.09)	9.22 (7.89-10.0)
24-hr	2.92 (2.71-3.16)	3.53 (3.27-3.82)	4.43 (4.10-4.79)	5.14 (4.75-5.56)	6.13 (5.64-6.62)	6.92 (6.35-7.48)	7.74 (7.08-8.37)	8.59 (7.82-9.29)	9.77 (8.85-10.6)	10.7 (9.66-11.6)
2-day	3.44 (3.19-3.72)	4.14 (3.84-4.49)	5.17 (4.79-5.60)	5.98 (5.52-6.47)	7.09 (6.53-7.68)	7.99 (7.33-8.65)	8.91 (8.15-9.65)	9.87 (8.99-10.7)	11.2 (10.1-12.2)	12.3 (11.0-13.3)
3-day	3.65 (3.39-3.94)	4.38 (4.07-4.74)	5.44 (5.04-5.88)	6.28 (5.80-6.78)	7.43 (6.85-8.02)	8.35 (7.68-9.03)	9.30 (8.53-10.1)	10.3 (9.40-11.1)	11.7 (10.6-12.7)	12.8 (11.5-13.9)
4-day	3.86 (3.59-4.16)	4.63 (4.30-4.99)	5.71 (5.30-6.16)	6.57 (6.09-7.08)	7.76 (7.17-8.37)	8.72 (8.03-9.41)	9.70 (8.91-10.5)	10.7 (9.81-11.6)	12.1 (11.1-13.2)	13.3 (12.0-14.4)
7-day	4.46 (4.17-4.78)	5.32 (4.98-5.70)	6.49 (6.06-6.95)	7.42 (6.92-7.94)	8.70 (8.09-9.32)	9.73 (9.01-10.4)	10.8 (9.96-11.6)	11.9 (10.9-12.7)	13.4 (12.3-14.4)	14.6 (13.3-15.8)
10-day	5.10 (4.79-5.46)	6.07 (5.69-6.49)	7.31 (6.84-7.81)	8.28 (7.73-8.85)	9.60 (8.94-10.3)	10.6 (9.88-11.4)	11.7 (10.8-12.5)	12.8 (11.8-13.7)	14.2 (13.1-15.3)	15.4 (14.1-16.6)
20-day	6.83 (6.43-7.26)	8.05 (7.59-8.57)	9.51 (8.95-10.1)	10.7 (10.0-11.4)	12.2 (11.5-13.0)	13.4 (12.6-14.3)	14.7 (13.7-15.7)	15.9 (14.8-17.0)	17.6 (16.3-18.9)	19.0 (17.5-20.3)
30-day	8.37 (7.91-8.88)	9.85 (9.31-10.5)	11.5 (10.8-12.2)	12.7 (12.0-13.5)	14.4 (13.5-15.2)	15.6 (14.7-16.6)	16.9 (15.8-17.9)	18.1 (16.9-19.3)	19.8 (18.5-21.1)	21.1 (19.6-22.5)
45-day	10.5 (10.0-11.1)	12.3 (11.7-13.0)	14.1 (13.4-14.8)	15.5 (14.7-16.3)	17.3 (16.4-18.1)	18.6 (17.6-19.6)	19.9 (18.8-21.0)	21.2 (20.0-22.3)	22.9 (21.5-24.2)	24.2 (22.6-25.5)
60-day	12.5 (12.0-13.1)	14.6 (14.0-15.3)	16.5 (15.8-17.3)	18.0 (17.2-18.9)	19.9 (19.0-20.9)	21.4 (20.3-22.4)	22.8 (21.6-23.9)	24.1 (22.8-25.3)	25.9 (24.4-27.2)	27.2 (25.6-28.6)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

Watershed Model Schematic

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Hydrograph Return Period Recap

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Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	-----	-----	7.458	-----	-----	21.21	31.08	39.47	48.58	Pre-Development
2	SCS Runoff	-----	-----	9.053	-----	-----	23.61	33.87	42.54	51.98	Post-Development
3	Reservoir	2	-----	4.863	-----	-----	18.17	27.04	32.83	39.27	<no description>

Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	7.458	2	730	35,222	-----	-----	-----	Pre-Development
2	SCS Runoff	9.053	2	730	40,109	-----	-----	-----	Post-Development
3	Reservoir	4.863	2	748	40,087	2	717.11	9,519	<no description>
Weddington.gpw					Return Period: 2 Year			Wednesday, Jul 17, 2013	

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

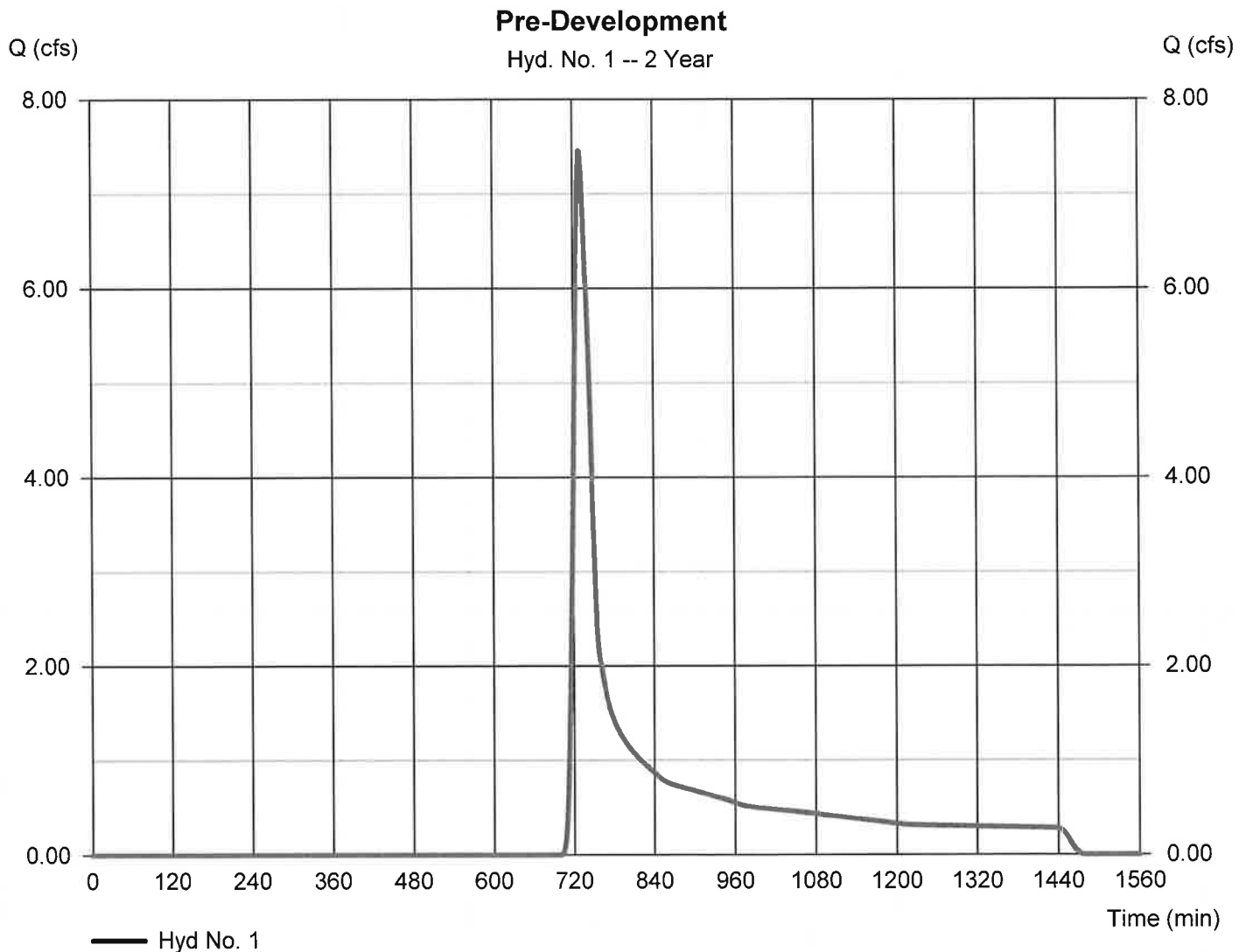
Wednesday, Jul 17, 2013

Hyd. No. 1

Pre-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 7.458 cfs
Storm frequency	= 2 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 35,222 cuft
Drainage area	= 14.620 ac	Curve number	= 63*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.70 min
Total precip.	= 3.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(12.920 \times 61) + (1.700 \times 80)] / 14.620$



TR55 Tc Worksheet

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Hyd. No. 1

Pre-Development

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.400	0.011	0.011	
Flow length (ft)	= 100.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.53	0.00	0.00	
Land slope (%)	= 1.65	0.00	0.00	
Travel Time (min)	= 22.08	+ 0.00	+ 0.00	= 22.08
Shallow Concentrated Flow				
Flow length (ft)	= 482.00	0.00	0.00	
Watercourse slope (%)	= 1.70	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=2.10	0.00	0.00	
Travel Time (min)	= 3.82	+ 0.00	+ 0.00	= 3.82
Channel Flow				
X sectional flow area (sqft)	= 30.00	0.00	0.00	
Wetted perimeter (ft)	= 19.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=13.49			
		0.00		
			0.00	
Flow length (ft)	{0}634.0	0.0	0.0	
Travel Time (min)	= 0.78	+ 0.00	+ 0.00	= 0.78
Total Travel Time, Tc				26.70 min

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

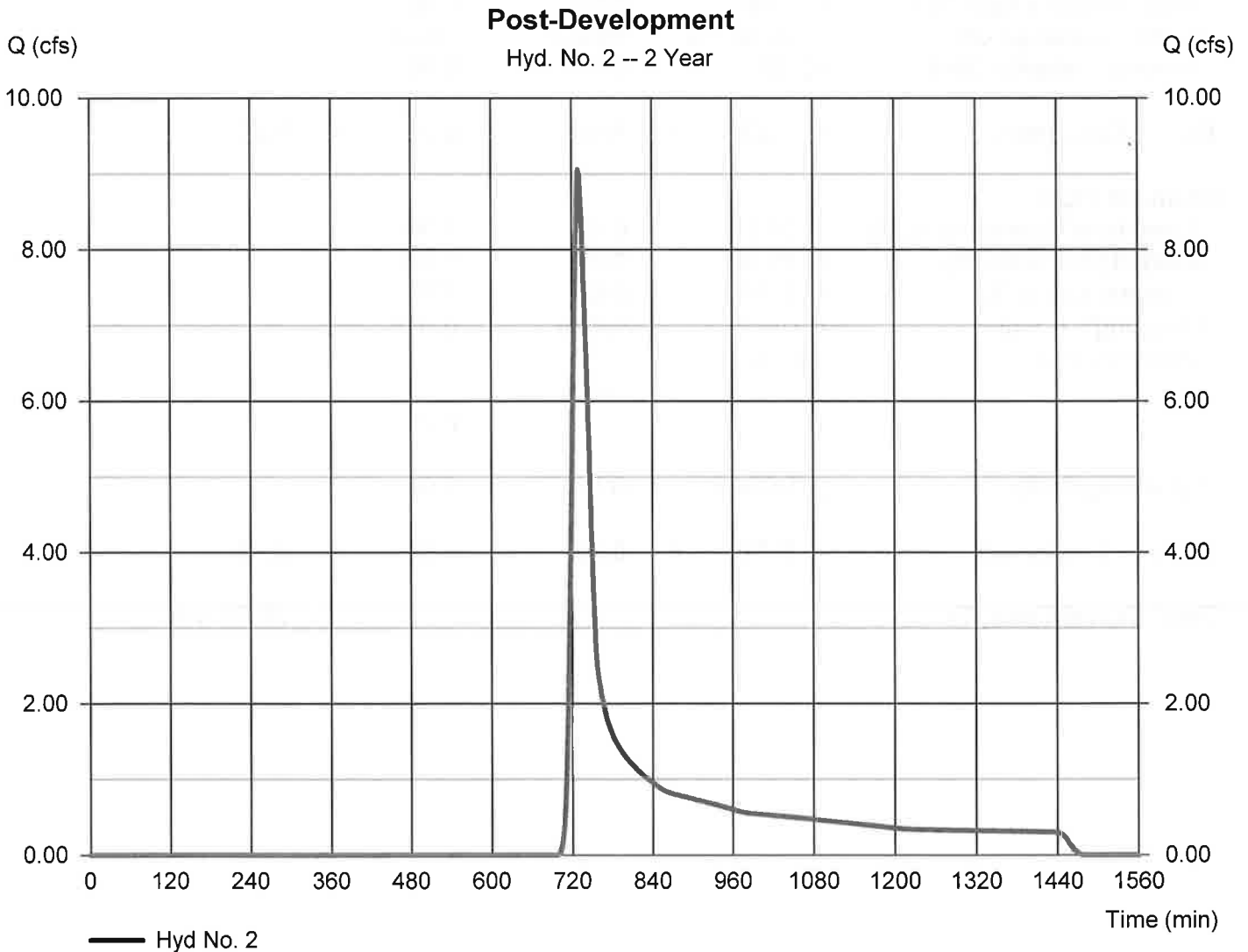
Wednesday, Jul 17, 2013

Hyd. No. 2

Post-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 9.053 cfs
Storm frequency	= 2 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 40,109 cuft
Drainage area	= 14.620 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 25.90 min
Total precip.	= 3.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.800 x 98) + (12.240 x 61) + (0.880 x 69) + (0.700 x 84)] / 14.620



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No. 2

Post-Development

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.400	0.011	0.011	
Flow length (ft)	= 100.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.53	0.00	0.00	
Land slope (%)	= 1.65	0.00	0.00	
Travel Time (min)	= 22.08	+ 0.00	+ 0.00	= 22.08
Shallow Concentrated Flow				
Flow length (ft)	= 482.00	0.00	0.00	
Watercourse slope (%)	= 1.70	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=2.10	0.00	0.00	
Travel Time (min)	= 3.82	+ 0.00	+ 0.00	= 3.82
Channel Flow				
X sectional flow area (sqft)	= 30.00	0.00	0.00	
Wetted perimeter (ft)	= 19.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=13.49	0.00	0.00	
Flow length (ft)	({0})0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				25.90 min

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

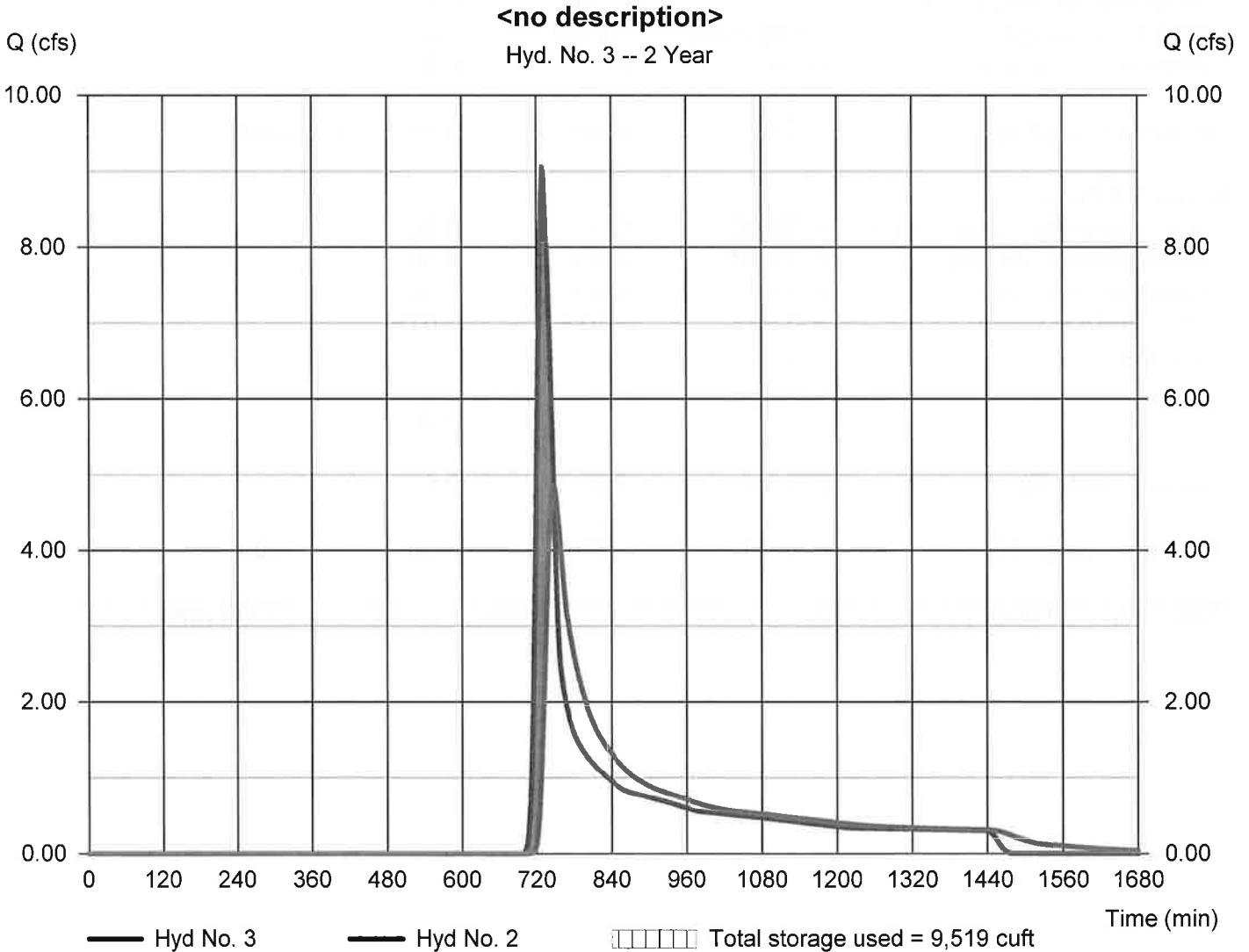
Wednesday, Jul 17, 2013

Hyd. No. 3

<no description>

Hydrograph type	= Reservoir	Peak discharge	= 4.863 cfs
Storm frequency	= 2 yrs	Time to peak	= 748 min
Time interval	= 2 min	Hyd. volume	= 40,087 cuft
Inflow hyd. No.	= 2 - Post-Development	Max. Elevation	= 717.11 ft
Reservoir name	= Detention	Max. Storage	= 9,519 cuft

Storage Indication method used.



Pond Report

Pond No. 1 - Detention

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Begining Elevation = 716.25 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	716.25	10,320	0	0
0.75	717.00	11,008	7,998	7,998
1.75	718.00	16,693	13,851	21,849
2.75	719.00	23,649	20,171	42,020
3.75	720.00	23,649	23,649	65,669

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	24.00	0.00	0.00
Span (in)	= 30.00	24.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 716.25	716.25	0.00	0.00
Length (ft)	= 0.00	0.00	0.00	0.00
Slope (%)	= 0.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 8.00	10.00	Inactive	Inactive
Crest El. (ft)	= 717.00	719.00	0.00	0.00
Weir Coeff.	= 2.60	2.60	3.33	3.33
Weir Type	= Broad	Broad	Broad	---
Multi-Stage	= Yes	Yes	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	716.25	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.75	7,998	717.00	0.00	3.18 ic	---	---	0.00	0.00	---	---	---	---	3.180
1.75	21,849	718.00	13.36 ic	13.13 ic	---	---	13.36 s	0.00	---	---	---	---	26.49
2.75	42,020	719.00	27.12 ic	20.01 ic	---	---	27.12 s	0.00	---	---	---	---	47.13
3.75	65,669	720.00	36.95 ic	25.08 ic	---	---	27.05 s	9.90 s	---	---	---	---	62.03

Hydrograph Summary Report

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Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	21.21	2	730	83,495	-----	-----	-----	Pre-Development
2	SCS Runoff	23.61	2	730	91,285	-----	-----	-----	Post-Development
3	Reservoir	18.17	2	738	91,263	2	717.67	17,220	<no description>
Weddington.gpw					Return Period: 10 Year			Wednesday, Jul 17, 2013	

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

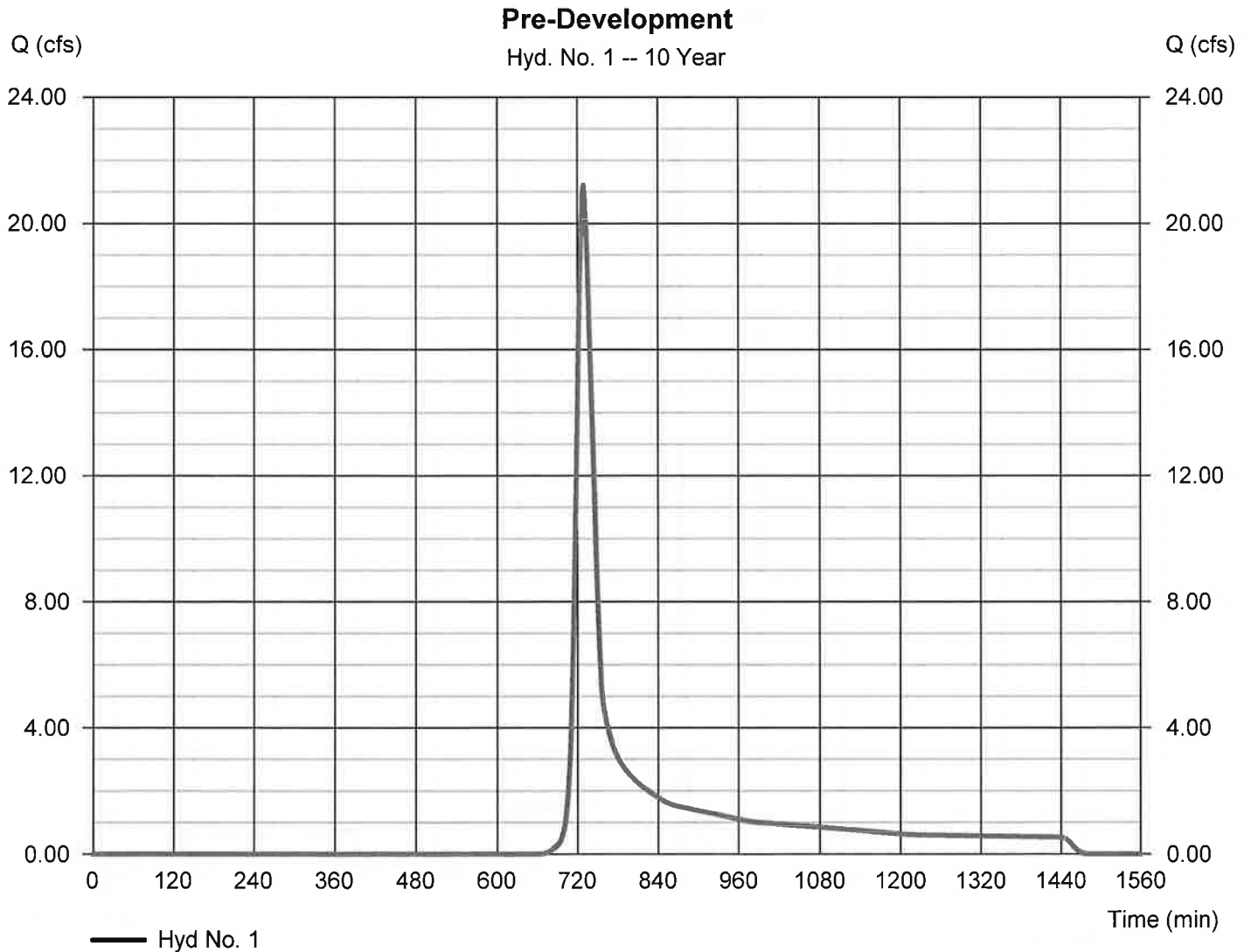
Wednesday, Jul 17, 2013

Hyd. No. 1

Pre-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 21.21 cfs
Storm frequency	= 10 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 83,495 cuft
Drainage area	= 14.620 ac	Curve number	= 63*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.70 min
Total precip.	= 5.14 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(12.920 x 61) + (1.700 x 80)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

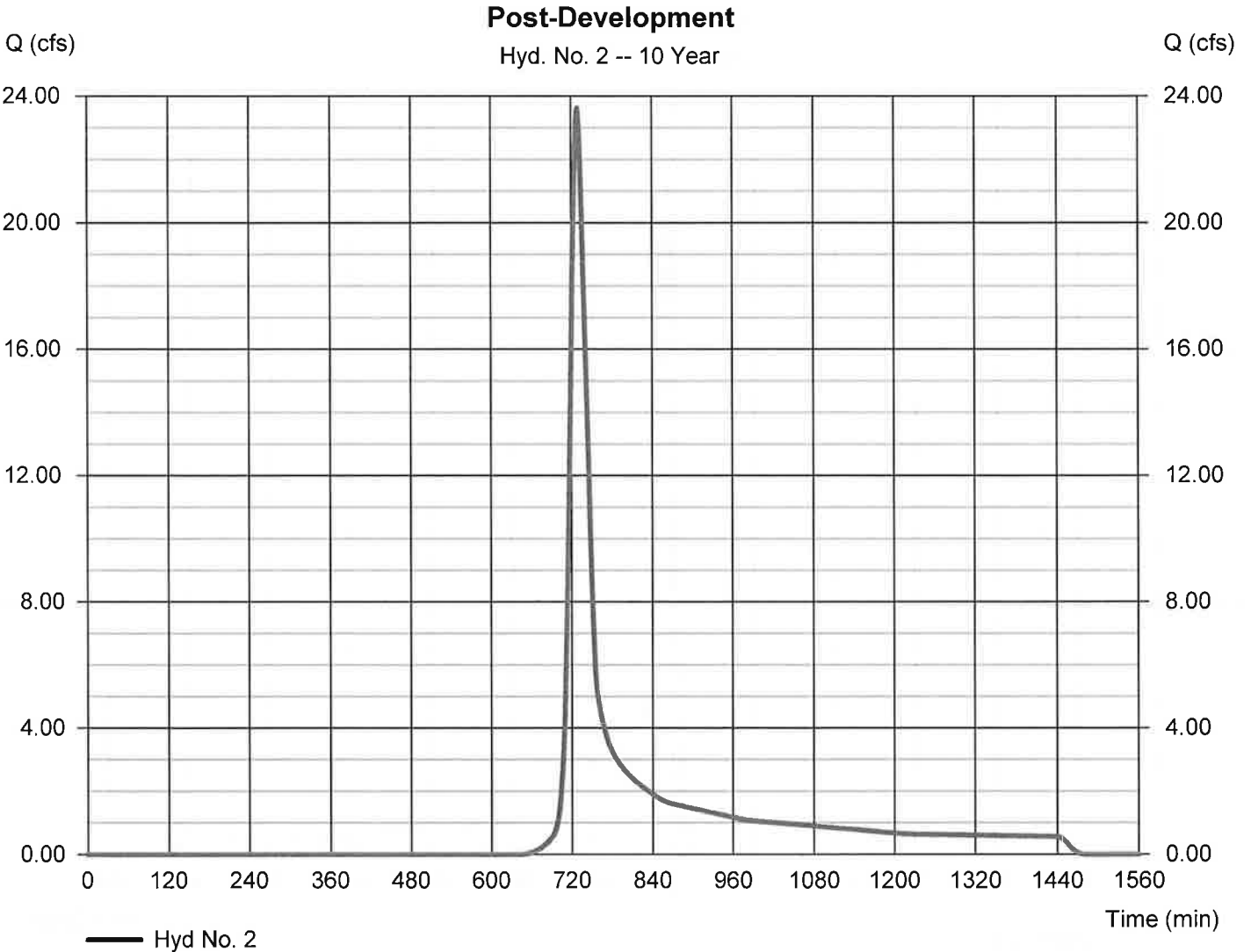
Wednesday, Jul 17, 2013

Hyd. No. 2

Post-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 23.61 cfs
Storm frequency	= 10 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 91,285 cuft
Drainage area	= 14.620 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 25.90 min
Total precip.	= 5.14 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.800 x 98) + (12.240 x 61) + (0.880 x 69) + (0.700 x 84)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

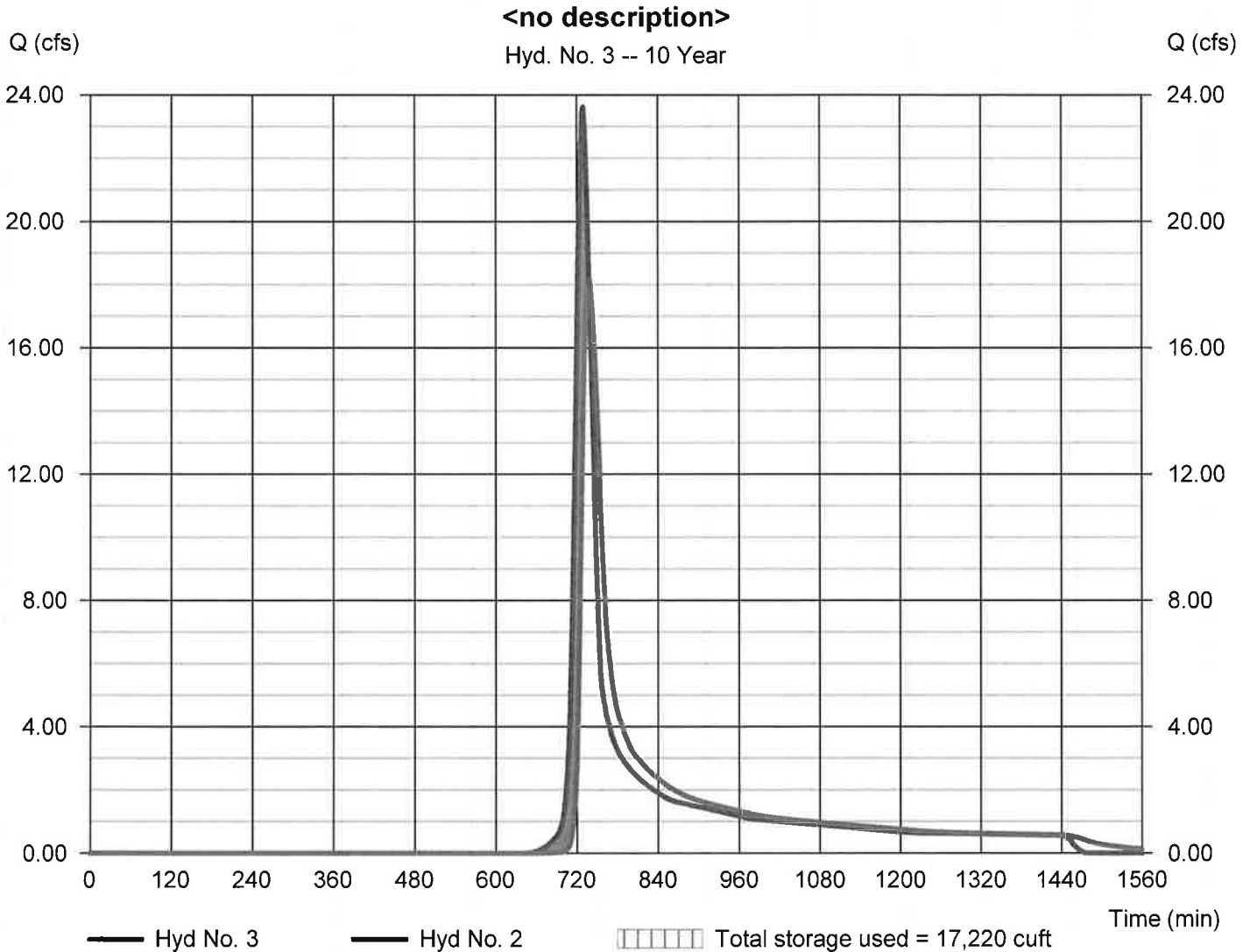
Wednesday, Jul 17, 2013

Hyd. No. 3

<no description>

Hydrograph type	= Reservoir	Peak discharge	= 18.17 cfs
Storm frequency	= 10 yrs	Time to peak	= 738 min
Time interval	= 2 min	Hyd. volume	= 91,263 cuft
Inflow hyd. No.	= 2 - Post-Development	Max. Elevation	= 717.67 ft
Reservoir name	= Detention	Max. Storage	= 17,220 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description	
1	SCS Runoff	31.08	2	730	118,469	-----	-----	-----	Pre-Development	
2	SCS Runoff	33.87	2	730	127,797	-----	-----	-----	Post-Development	
3	Reservoir	27.04	2	738	127,775	2	718.03	22,315	<no description>	
Weddington.gpw					Return Period: 25 Year			Wednesday, Jul 17, 2013		

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

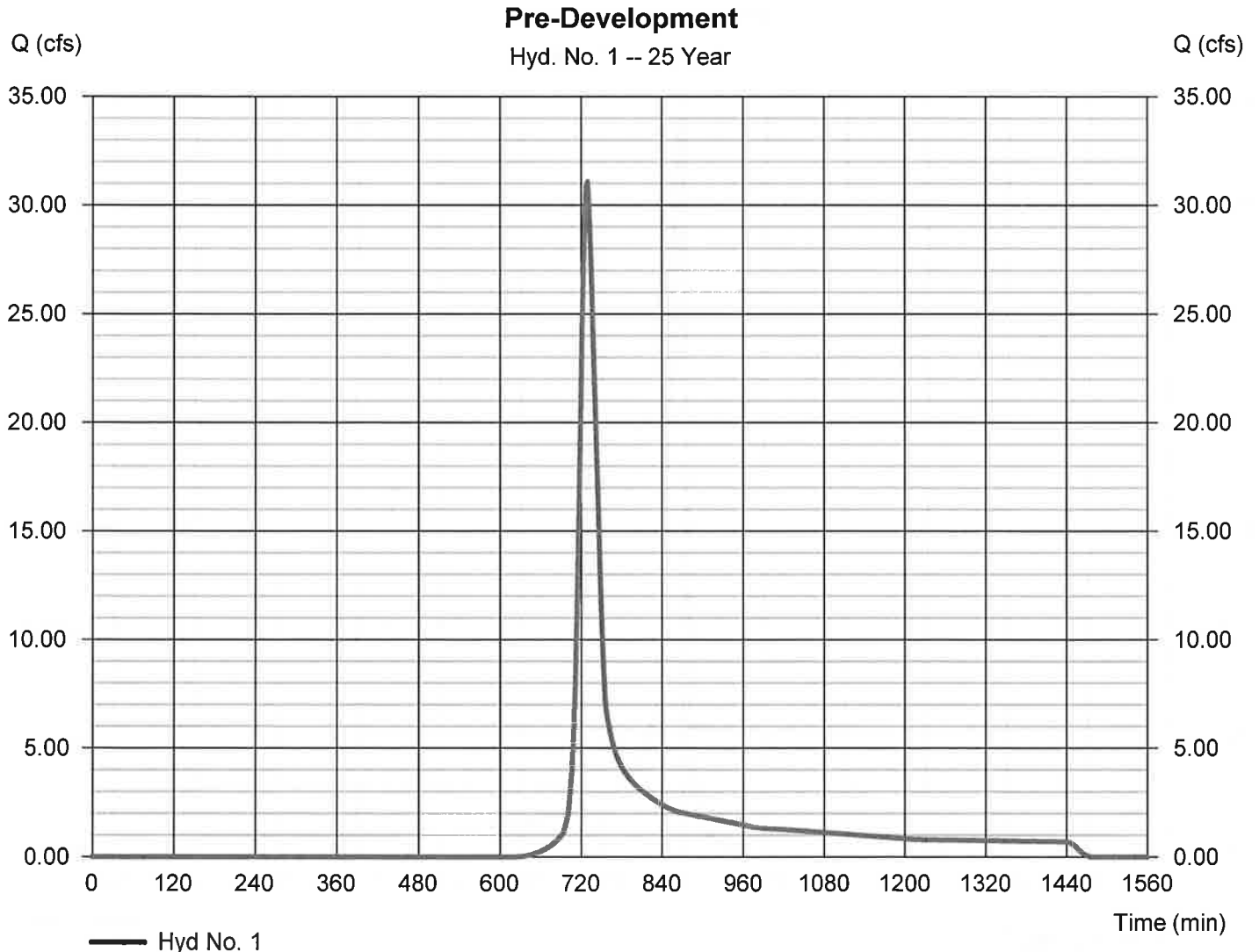
Wednesday, Jul 17, 2013

Hyd. No. 1

Pre-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 31.08 cfs
Storm frequency	= 25 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 118,469 cuft
Drainage area	= 14.620 ac	Curve number	= 63*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.70 min
Total precip.	= 6.13 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(12.920 x 61) + (1.700 x 80)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

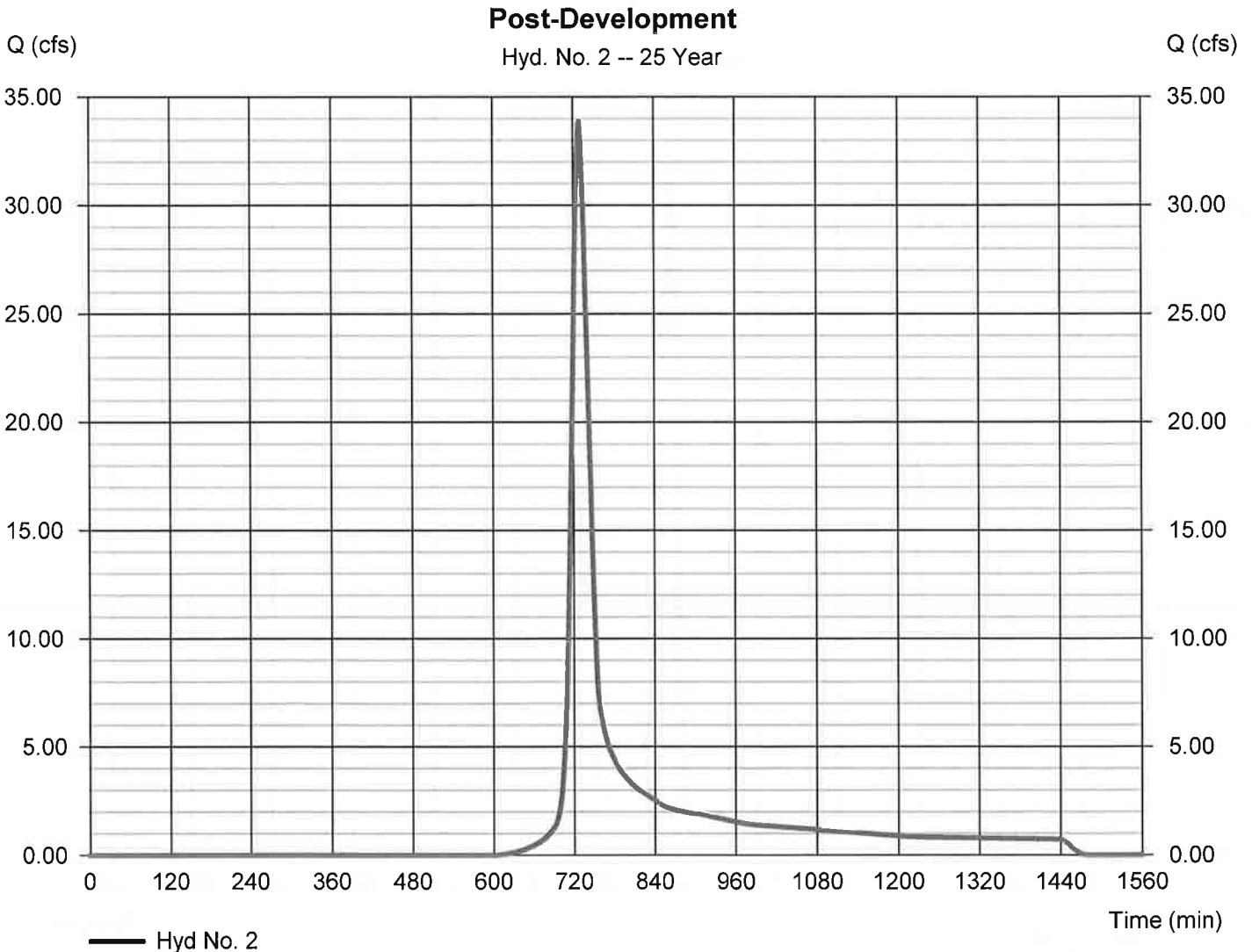
Wednesday, Jul 17, 2013

Hyd. No. 2

Post-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 33.87 cfs
Storm frequency	= 25 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 127,797 cuft
Drainage area	= 14.620 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 25.90 min
Total precip.	= 6.13 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.800 x 98) + (12.240 x 61) + (0.880 x 69) + (0.700 x 84)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

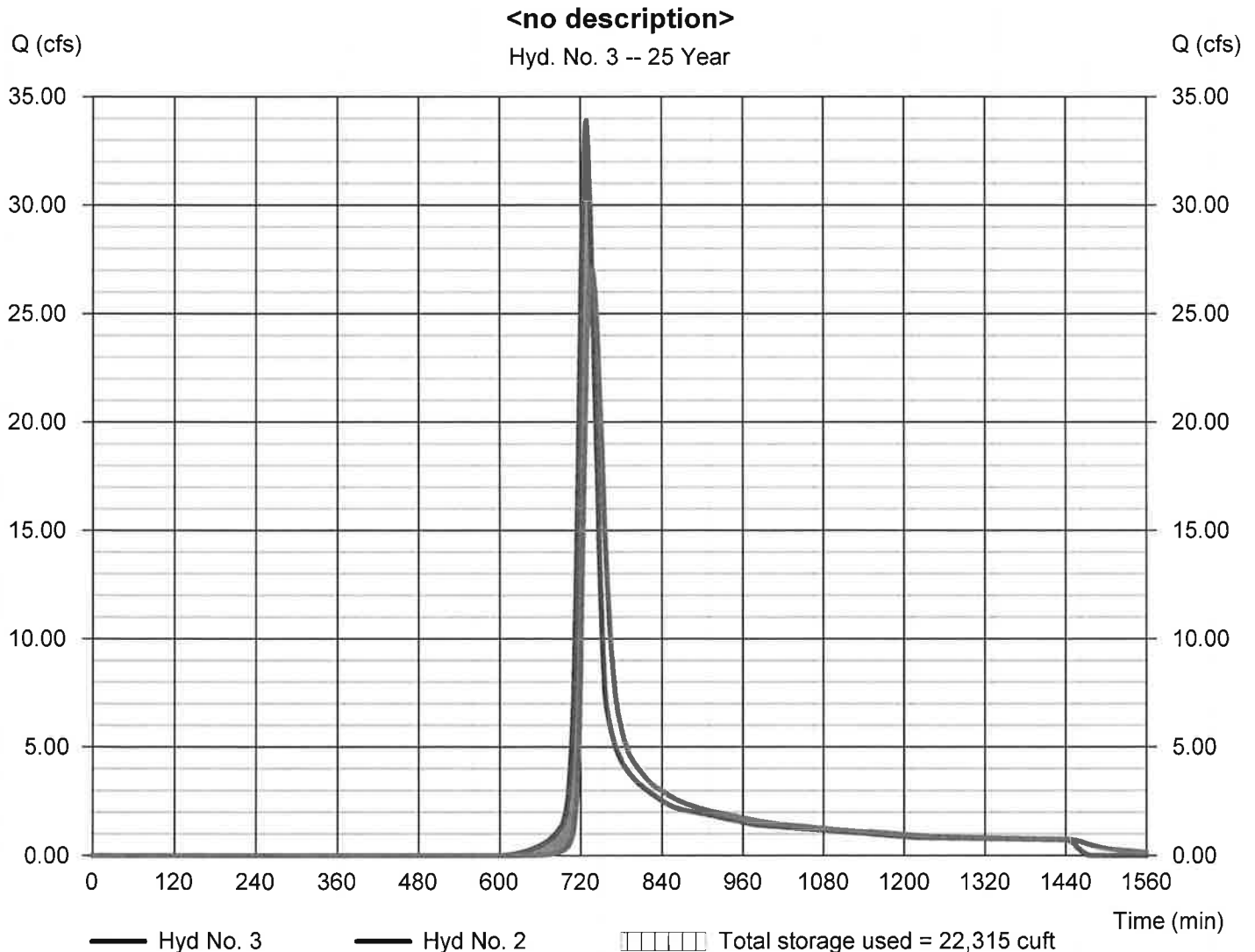
Wednesday, Jul 17, 2013

Hyd. No. 3

<no description>

Hydrograph type	= Reservoir	Peak discharge	= 27.04 cfs
Storm frequency	= 25 yrs	Time to peak	= 738 min
Time interval	= 2 min	Hyd. volume	= 127,775 cuft
Inflow hyd. No.	= 2 - Post-Development	Max. Elevation	= 718.03 ft
Reservoir name	= Detention	Max. Storage	= 22,315 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	39.47	2	730	148,425	-----	-----	-----	Pre-Development
2	SCS Runoff	42.54	2	728	158,857	-----	-----	-----	Post-Development
3	Reservoir	32.83	2	738	158,835	2	718.28	27,452	<no description>
Weddington.gpw					Return Period: 50 Year			Wednesday, Jul 17, 2013	

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

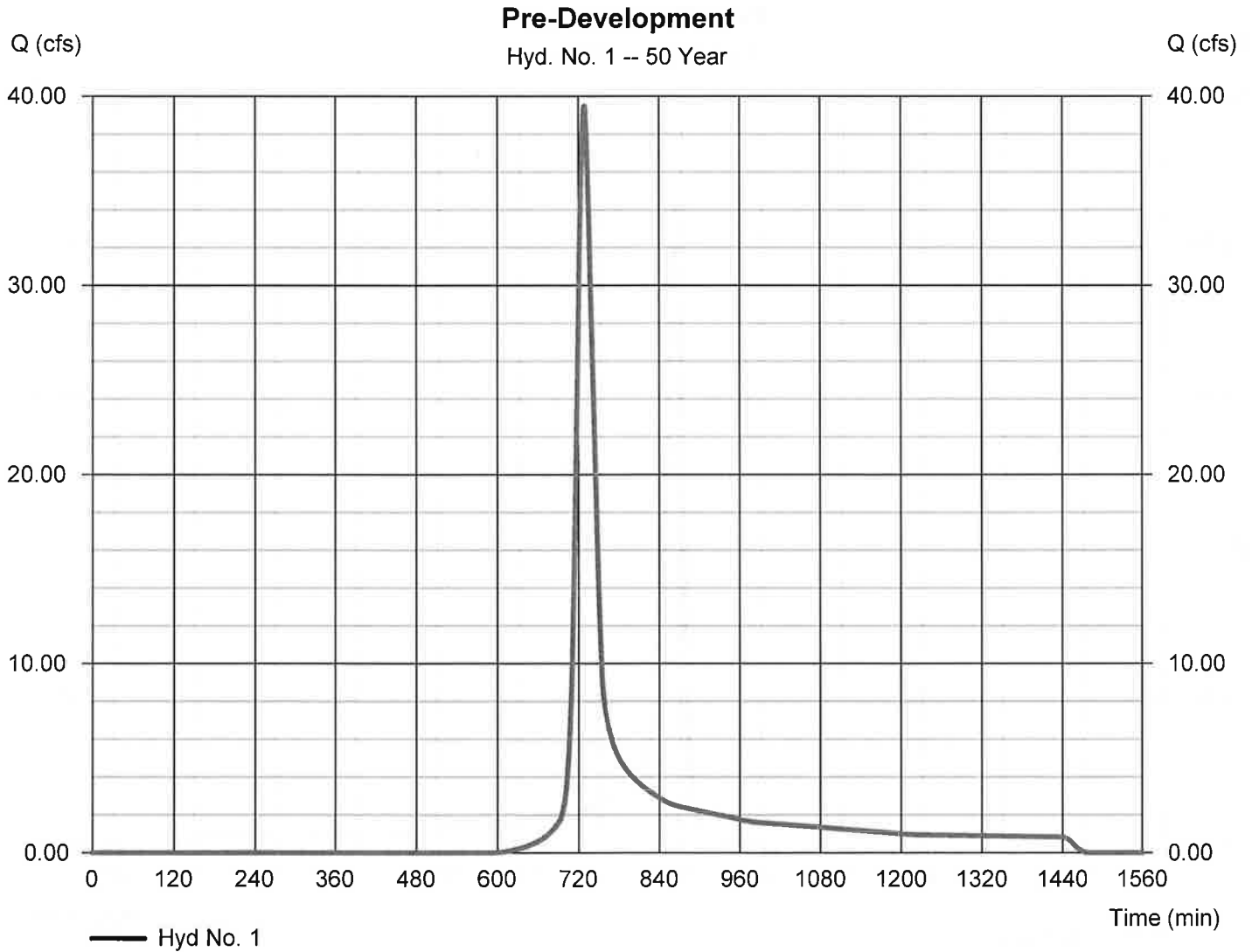
Wednesday, Jul 17, 2013

Hyd. No. 1

Pre-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 39.47 cfs
Storm frequency	= 50 yrs	Time to peak	= 730 min
Time interval	= 2 min	Hyd. volume	= 148,425 cuft
Drainage area	= 14.620 ac	Curve number	= 63*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.70 min
Total precip.	= 6.92 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(12.920 x 61) + (1.700 x 80)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

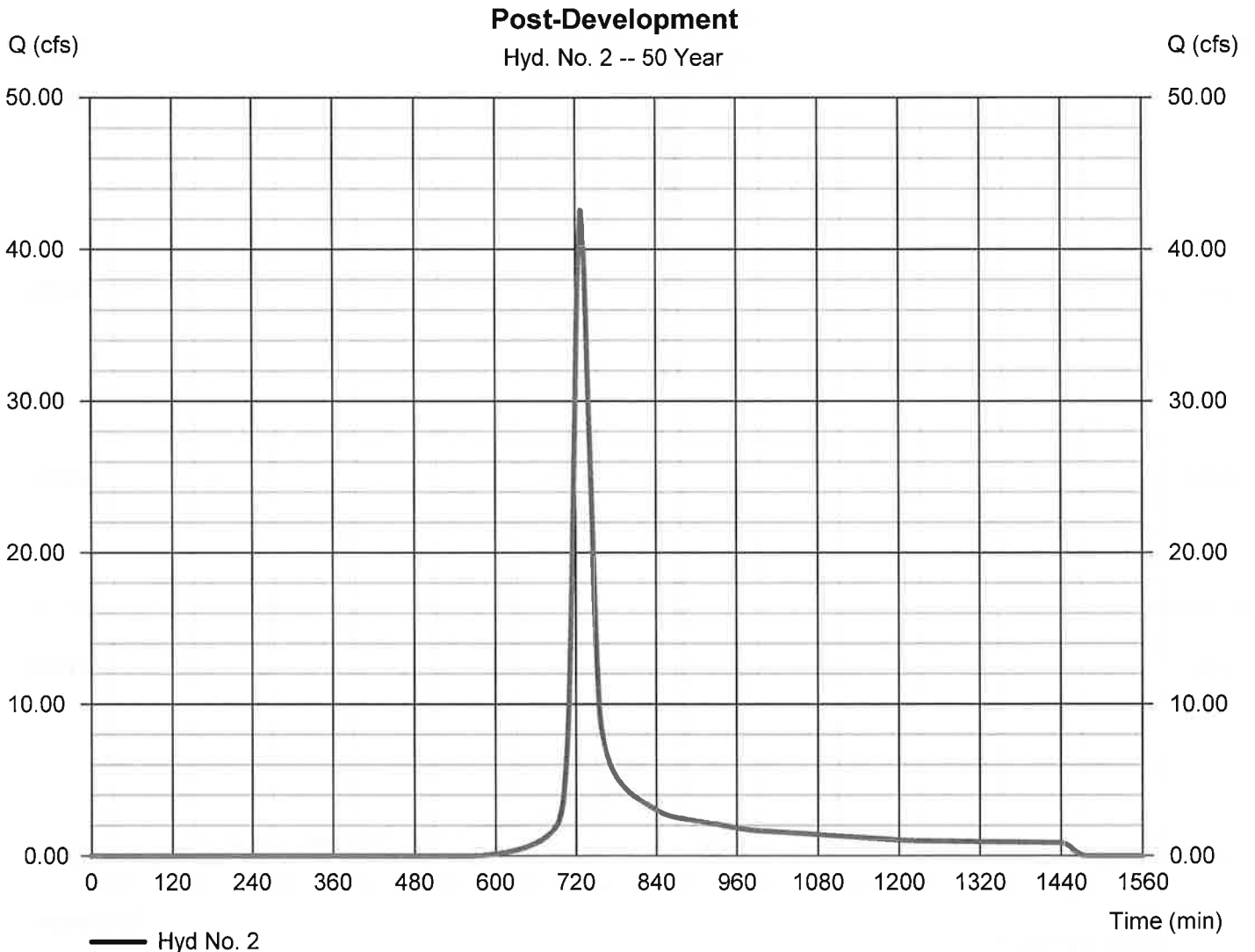
Wednesday, Jul 17, 2013

Hyd. No. 2

Post-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 42.54 cfs
Storm frequency	= 50 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 158,857 cuft
Drainage area	= 14.620 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 25.90 min
Total precip.	= 6.92 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.800 x 98) + (12.240 x 61) + (0.880 x 69) + (0.700 x 84)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

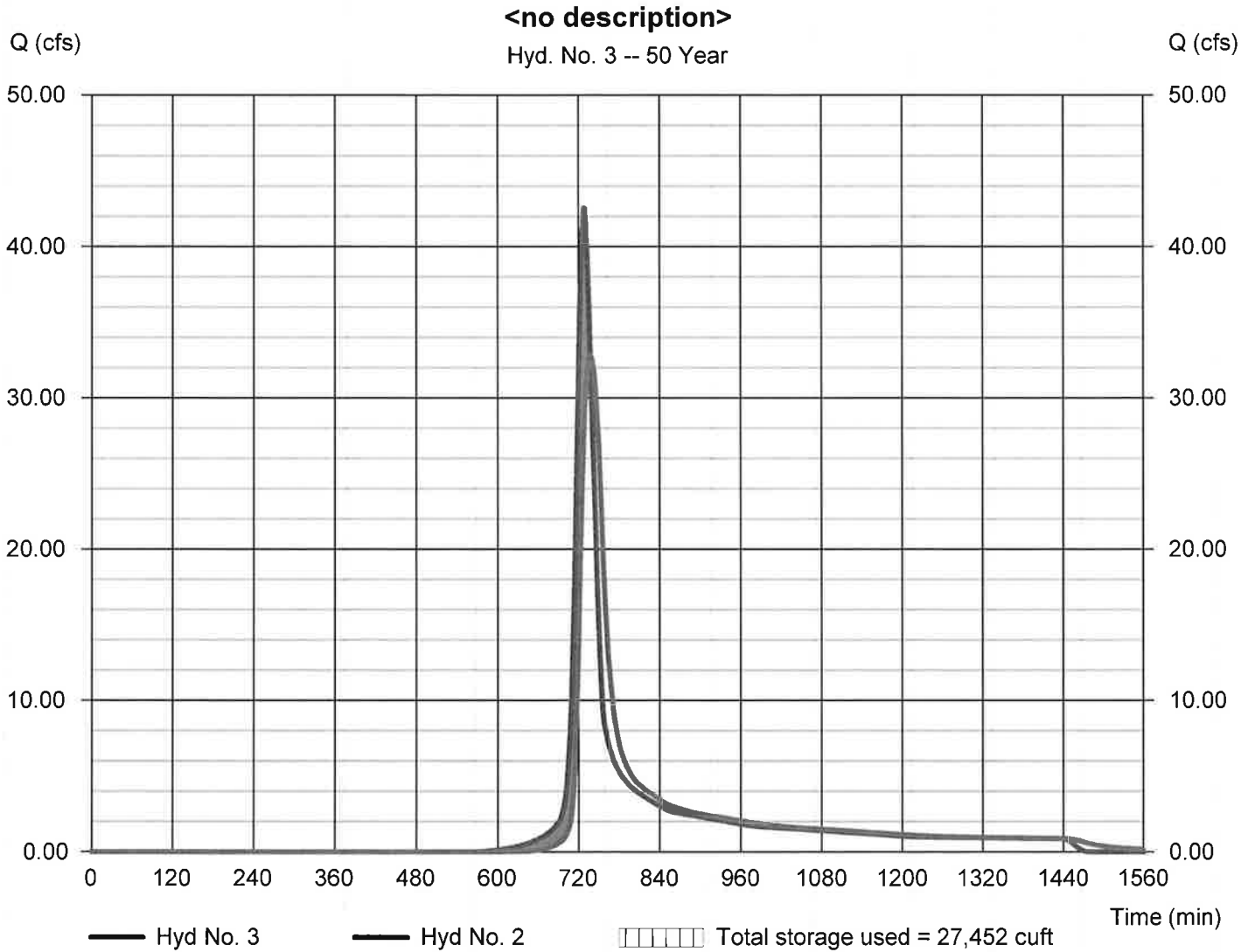
Wednesday, Jul 17, 2013

Hyd. No. 3

<no description>

Hydrograph type	= Reservoir	Peak discharge	= 32.83 cfs
Storm frequency	= 50 yrs	Time to peak	= 738 min
Time interval	= 2 min	Hyd. volume	= 158,835 cuft
Inflow hyd. No.	= 2 - Post-Development	Max. Elevation	= 718.28 ft
Reservoir name	= Detention	Max. Storage	= 27,452 cuft

Storage Indication method used.



Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description	
1	SCS Runoff	48.58	2	728	181,039	-----	-----	-----	Pre-Development	
2	SCS Runoff	51.98	2	728	192,513	-----	-----	-----	Post-Development	
3	Reservoir	39.27	2	738	192,491	2	718.57	33,349	<no description>	
Weddington.gpw					Return Period: 100 Year			Wednesday, Jul 17, 2013		

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

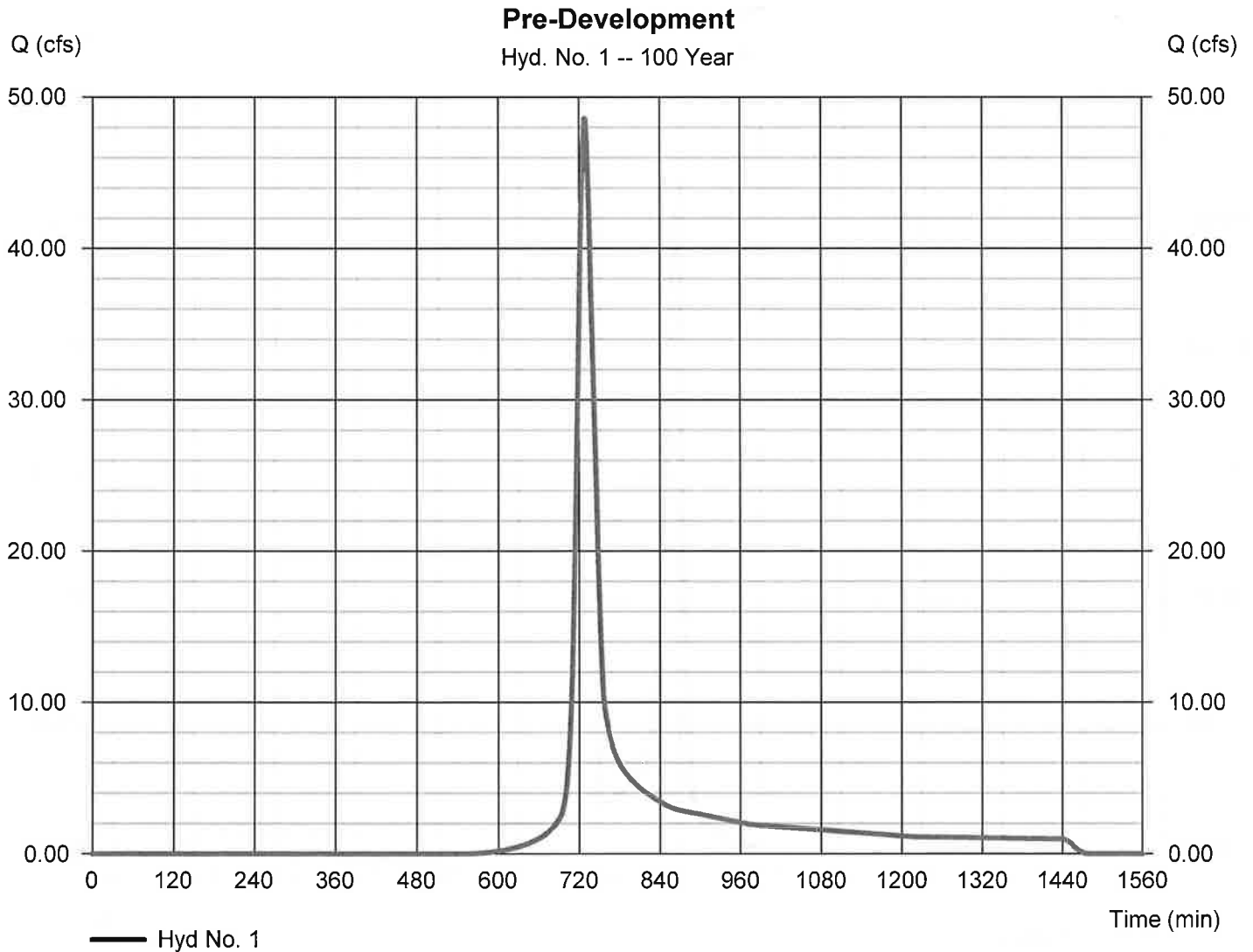
Wednesday, Jul 17, 2013

Hyd. No. 1

Pre-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 48.58 cfs
Storm frequency	= 100 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 181,039 cuft
Drainage area	= 14.620 ac	Curve number	= 63*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.70 min
Total precip.	= 7.74 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(12.920 x 61) + (1.700 x 80)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

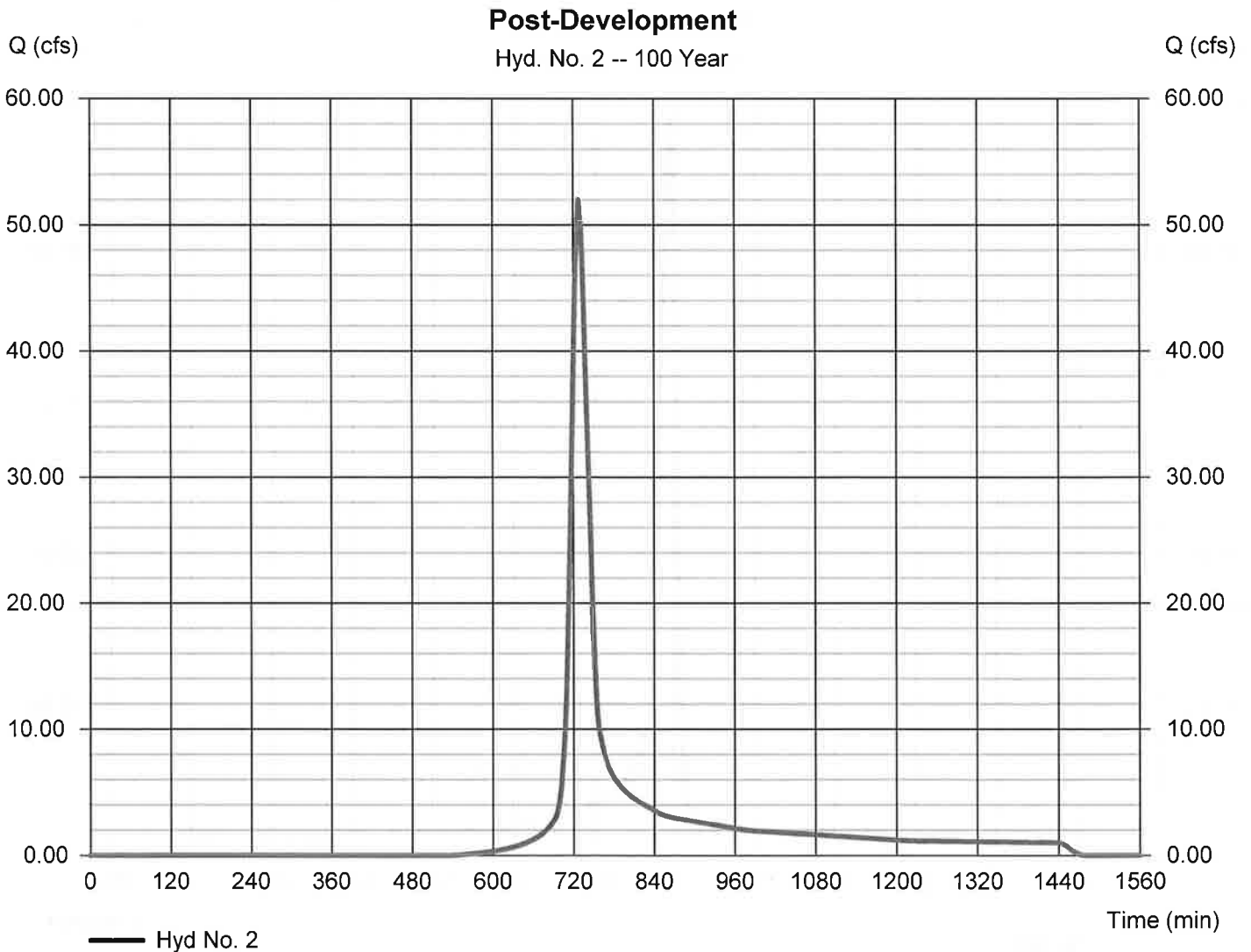
Wednesday, Jul 17, 2013

Hyd. No. 2

Post-Development

Hydrograph type	= SCS Runoff	Peak discharge	= 51.98 cfs
Storm frequency	= 100 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 192,513 cuft
Drainage area	= 14.620 ac	Curve number	= 65*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 25.90 min
Total precip.	= 7.74 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(0.800 x 98) + (12.240 x 61) + (0.880 x 69) + (0.700 x 84)] / 14.620



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

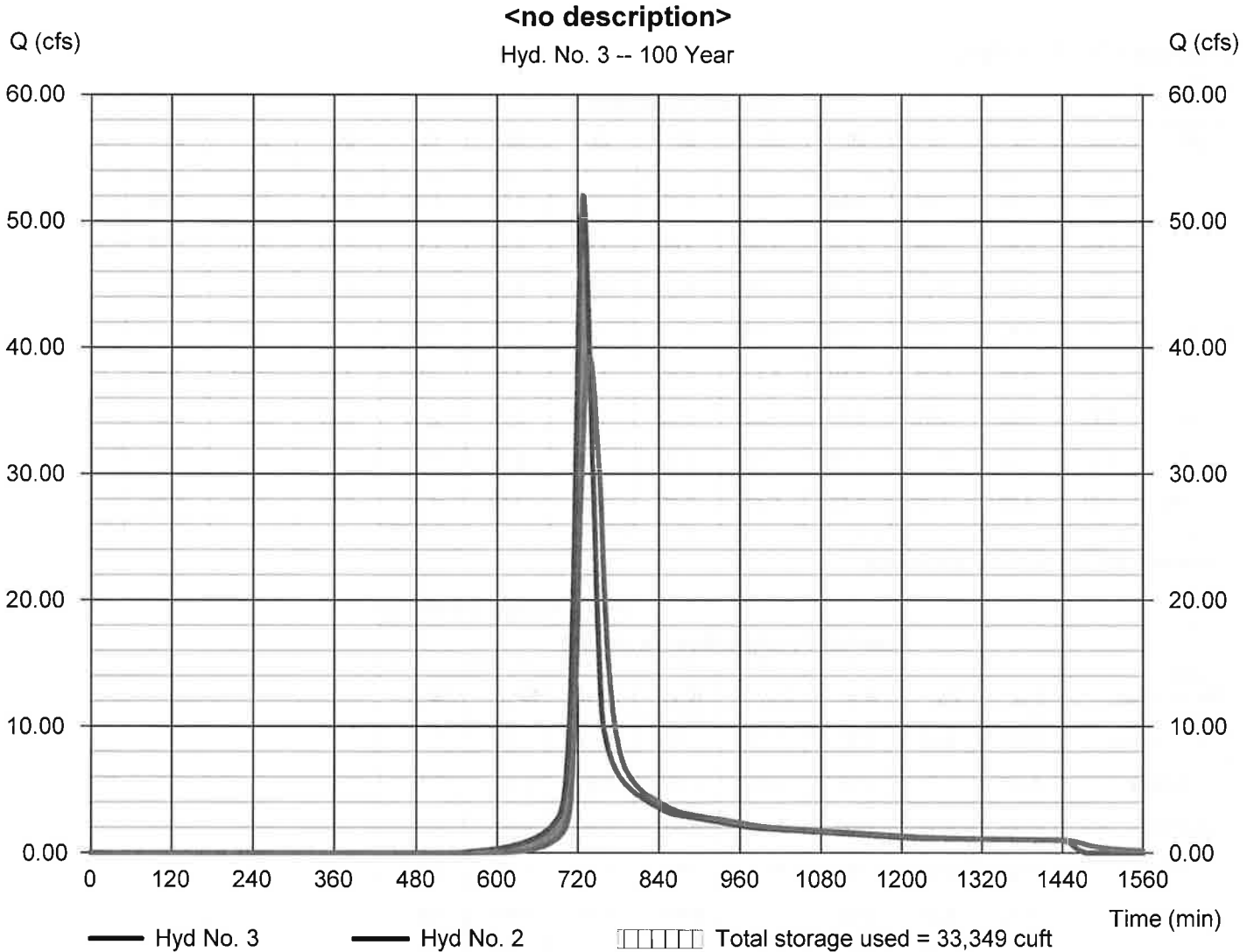
Wednesday, Jul 17, 2013

Hyd. No. 3

<no description>

Hydrograph type	= Reservoir	Peak discharge	= 39.27 cfs
Storm frequency	= 100 yrs	Time to peak	= 738 min
Time interval	= 2 min	Hyd. volume	= 192,491 cuft
Inflow hyd. No.	= 2 - Post-Development	Max. Elevation	= 718.57 ft
Reservoir name	= Detention	Max. Storage	= 33,349 cuft

Storage Indication method used.



Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Wednesday, Jul 17, 2013

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	0.0000	0.0000	0.0000	-----
2	69.8703	13.1000	0.8658	-----
3	0.0000	0.0000	0.0000	-----
5	79.2597	14.6000	0.8369	-----
10	88.2351	15.5000	0.8279	-----
25	102.6072	16.5000	0.8217	-----
50	114.8193	17.2000	0.8199	-----
100	127.1596	17.8000	0.8186	-----

File name: SampleFHA.idf

$$\text{Intensity} = B / (T_c + D)^E$$

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.69	4.61	3.89	3.38	2.99	2.69	2.44	2.24	2.07	1.93	1.81	1.70
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.57	5.43	4.65	4.08	3.65	3.30	3.02	2.79	2.59	2.42	2.27	2.15
10	7.24	6.04	5.21	4.59	4.12	3.74	3.43	3.17	2.95	2.77	2.60	2.46
25	8.25	6.95	6.03	5.34	4.80	4.38	4.02	3.73	3.48	3.26	3.07	2.91
50	9.04	7.65	6.66	5.92	5.34	4.87	4.49	4.16	3.88	3.65	3.44	3.25
100	9.83	8.36	7.30	6.50	5.87	5.36	4.94	4.59	4.29	4.03	3.80	3.60

T_c = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	3.53	0.00	3.30	5.14	6.13	6.92	7.74
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	0.00	0.00	0.00	2.75	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	2.80	0.00	0.00	0.00	0.00

CULVERT ANALYSIS

Culvert Calculator Report

Access Drive - Weddington (10-Yr Good Condition)

Solve For: Headwater Elevation

Culvert Summary			
Allowable HW Elevation	3.00 ft	Headwater Depth/Height	0.71
Computed Headwater Elev.	718.16 ft	Discharge	14.70 cfs
Inlet Control HW Elev.	718.11 ft	Tailwater Elevation	716.25 ft
Outlet Control HW Elev.	718.16 ft	Control Type	Entrance Control

Grades			
Upstream Invert	716.75 ft	Downstream Invert	716.50 ft
Length	54.00 ft	Constructed Slope	0.004630 ft/ft

Hydraulic Profile			
Profile	S2	Depth, Downstream	0.93 ft
Slope Type	Steep	Normal Depth	0.93 ft
Flow Regime	Supercritical	Critical Depth	0.96 ft
Velocity Downstream	5.14 ft/s	Critical Slope	0.004090 ft/ft

Section			
Section Shape	Circular	Mannings Coefficient	0.012
Section Material	Corrugated HDPE (Smooth Interior)	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	2		

Outlet Control Properties			
Outlet Control HW Elev.	718.16 ft	Upstream Velocity Head	0.37 ft
Ke	0.20	Entrance Loss	0.07 ft

Inlet Control Properties			
Inlet Control HW Elev.	718.11 ft	Flow Control	Unsubmerged
Inlet Type	Groove end projecting	Area Full	6.3 ft ²
K	0.00450	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	3
C	0.03170	Equation Form	1
Y	0.69000		

Culvert Calculator Report

Access Drive - Weddington (10-Yr Poor Condition)

Solve For: Headwater Elevation

Culvert Summary			
Allowable HW Elevation	3.00 ft	Headwater Depth/Height	1.06
Computed Headwater Elev.	718.87 ft	Discharge	29.03 cfs
Inlet Control HW Elev.	718.83 ft	Tailwater Elevation	716.25 ft
Outlet Control HW Elev.	718.87 ft	Control Type	Entrance Control

Grades			
Upstream Invert	716.75 ft	Downstream Invert	716.50 ft
Length	30.00 ft	Constructed Slope	0.008333 ft/ft

Hydraulic Profile			
Profile	S2	Depth, Downstream	1.21 ft
Slope Type	Steep	Normal Depth	1.17 ft
Flow Regime	Supercritical	Critical Depth	1.37 ft
Velocity Downstream	7.28 ft/s	Critical Slope	0.005271 ft/ft

Section			
Section Shape	Circular	Mannings Coefficient	0.012
Section Material	HDPE (Smooth Interior)	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	2		

Outlet Control Properties			
Outlet Control HW Elev.	718.87 ft	Upstream Velocity Head	0.62 ft
Ke	0.20	Entrance Loss	0.12 ft

Inlet Control Properties			
Inlet Control HW Elev.	718.83 ft	Flow Control	Unsubmerged
Inlet Type	Groove end projecting	Area Full	6.3 ft ²
K	0.00450	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	3
C	0.03170	Equation Form	1
Y	0.69000		

Culvert Calculator Report

Access Drive - Weddington (25-Yr Good Condition)

Solve For: Headwater Elevation

Culvert Summary			
Allowable HW Elevation	3.00 ft	Headwater Depth/Height	0.88
Computed Headwater Elev.	718.50 ft	Discharge	21.30 cfs
Inlet Control HW Elev.	718.45 ft	Tailwater Elevation	716.25 ft
Outlet Control HW Elev.	718.50 ft	Control Type	Entrance Control
Grades			
Upstream Invert	716.75 ft	Downstream Invert	716.50 ft
Length	54.00 ft	Constructed Slope	0.004630 ft/ft
Hydraulic Profile			
Profile	S2	Depth, Downstream	1.16 ft
Slope Type	Steep	Normal Depth	1.16 ft
Flow Regime	Supercritical	Critical Depth	1.17 ft
Velocity Downstream	5.63 ft/s	Critical Slope	0.004530 ft/ft
Section			
Section Shape	Circular	Mannings Coefficient	0.012
Section Material	HDPE (Smooth Interior)	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	2		
Outlet Control Properties			
Outlet Control HW Elev.	718.50 ft	Upstream Velocity Head	0.48 ft
Ke	0.20	Entrance Loss	0.10 ft
Inlet Control Properties			
Inlet Control HW Elev.	718.45 ft	Flow Control	Unsubmerged
Inlet Type	Groove end projecting	Area Full	6.3 ft ²
K	0.00450	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	3
C	0.03170	Equation Form	1
Y	0.69000		

Culvert Calculator Report

Access Drive - Weddington (25-Yr Poor Condition)

Solve For: Headwater Elevation

Culvert Summary			
Allowable HW Elevation	3.00 ft	Headwater Depth/Height	0.88
Computed Headwater Elev:	718.94 ft	Discharge	37.26 cfs
Inlet Control HW Elev.	718.88 ft	Tailwater Elevation	716.25 ft
Outlet Control HW Elev.	718.94 ft	Control Type	Entrance Control
Grades			
Upstream Invert	716.75 ft	Downstream Invert	716.50 ft
Length	54.00 ft	Constructed Slope	0.004630 ft/ft
Hydraulic Profile			
Profile	S2	Depth, Downstream	1.42 ft
Slope Type	Steep	Normal Depth	1.42 ft
Flow Regime	Supercritical	Critical Depth	1.46 ft
Velocity Downstream	6.48 ft/s	Critical Slope	0.004208 ft/ft
Section			
Section Shape	Circular	Mannings Coefficient	0.012
Section Material	Corrugated HDPE (Smooth Interior)	Span	2.50 ft
Section Size	30 inch	Rise	2.50 ft
Number Sections	2		
Outlet Control Properties			
Outlet Control HW Elev.	718.94 ft	Upstream Velocity Head	0.61 ft
Ke	0.20	Entrance Loss	0.12 ft
Inlet Control Properties			
Inlet Control HW Elev.	718.88 ft	Flow Control	Unsubmerged
Inlet Type	Groove end projecting	Area Full	9.8 ft ²
K	0.00450	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	3
C	0.03170	Equation Form	1
Y	0.69000		

Culvert Calculator Report

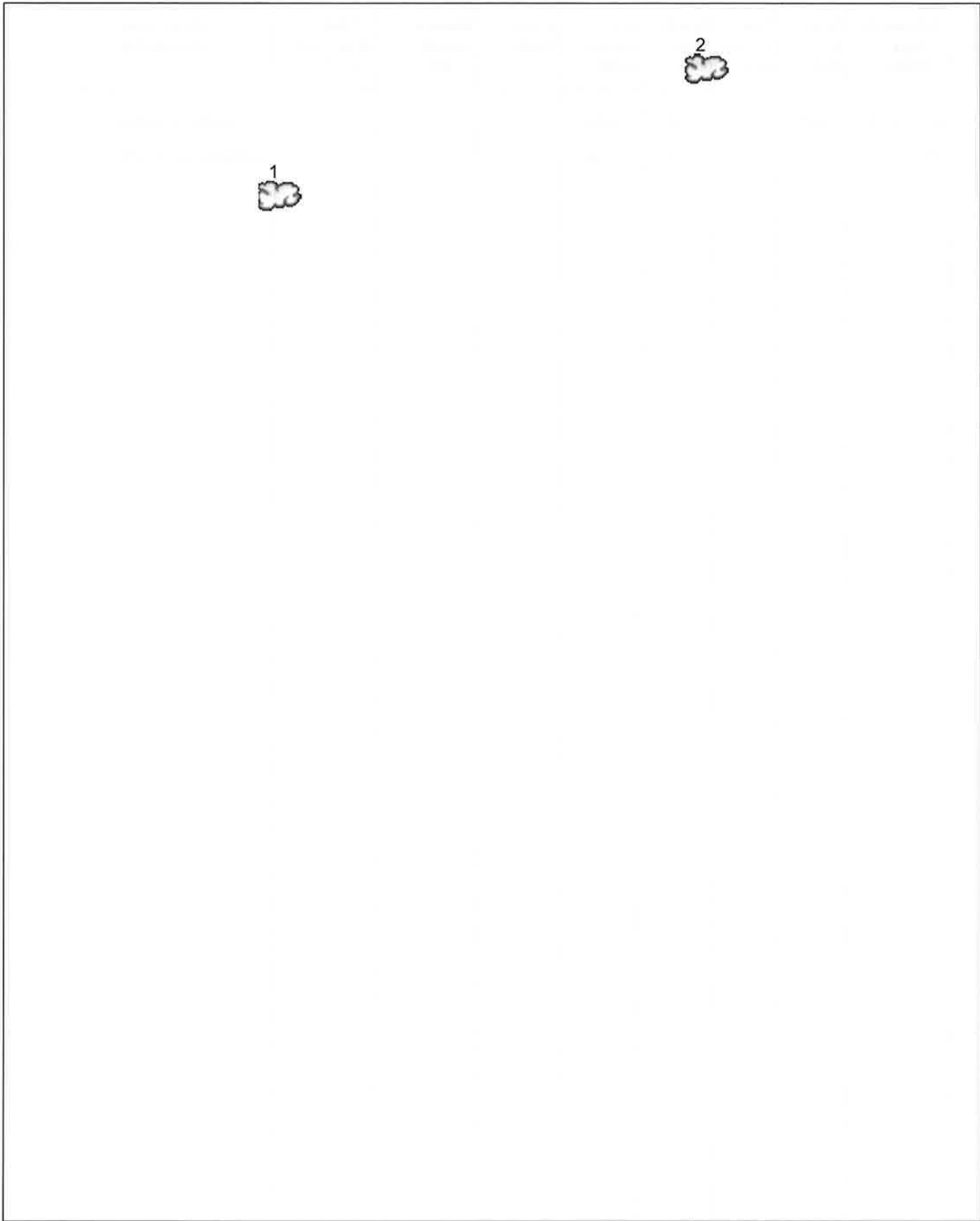
Access Drive - Weddington (100-Yr Poor Condition)

Solve For: Headwater Elevation

Culvert Summary			
Allowable HW Elevation	3.00 ft	Headwater Depth/Height	1.06
Computed Headwater Elev.	719.39 ft	Discharge	50.77 cfs
Inlet Control HW Elev.	719.36 ft	Tailwater Elevation	716.25 ft
Outlet Control HW Elev.	719.39 ft	Control Type	Outlet Control
Grades			
Upstream Invert	716.75 ft	Downstream Invert	716.50 ft
Length	54.00 ft	Constructed Slope	0.004630 ft/ft
Hydraulic Profile			
Profile	M2	Depth, Downstream	1.72 ft
Slope Type	Mild	Normal Depth	1.75 ft
Flow Regime	Subcritical	Critical Depth	1.72 ft
Velocity Downstream	7.06 ft/s	Critical Slope	0.004897 ft/ft
Section			
Section Shape	Circular	Mannings Coefficient	0.012
Section Material	Corrugated HDPE (Smooth Interior)	Span	2.50 ft
Section Size	30 inch	Rise	2.50 ft
Number Sections	2		
Outlet Control Properties			
Outlet Control HW Elev.	719.39 ft	Upstream Velocity Head	0.74 ft
Ke	0.20	Entrance Loss	0.15 ft
Inlet Control Properties			
Inlet Control HW Elev.	719.36 ft	Flow Control	Unsubmerged
Inlet Type	Groove end projecting	Area Full	9.8 ft ²
K	0.00450	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	3
C	0.03170	Equation Form	1
Y	0.69000		

Watershed Model Schematic

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8



Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	16.07	2	728	59,382	-----	-----	-----	Culvert Drainage Area
2	SCS Runoff	5.407	2	730	24,683	-----	-----	-----	Culvert Drainage Area
Weddington-Culvert-Flow.gpw					Return Period: 2 Year			Wednesday, Jul 17, 2013	

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

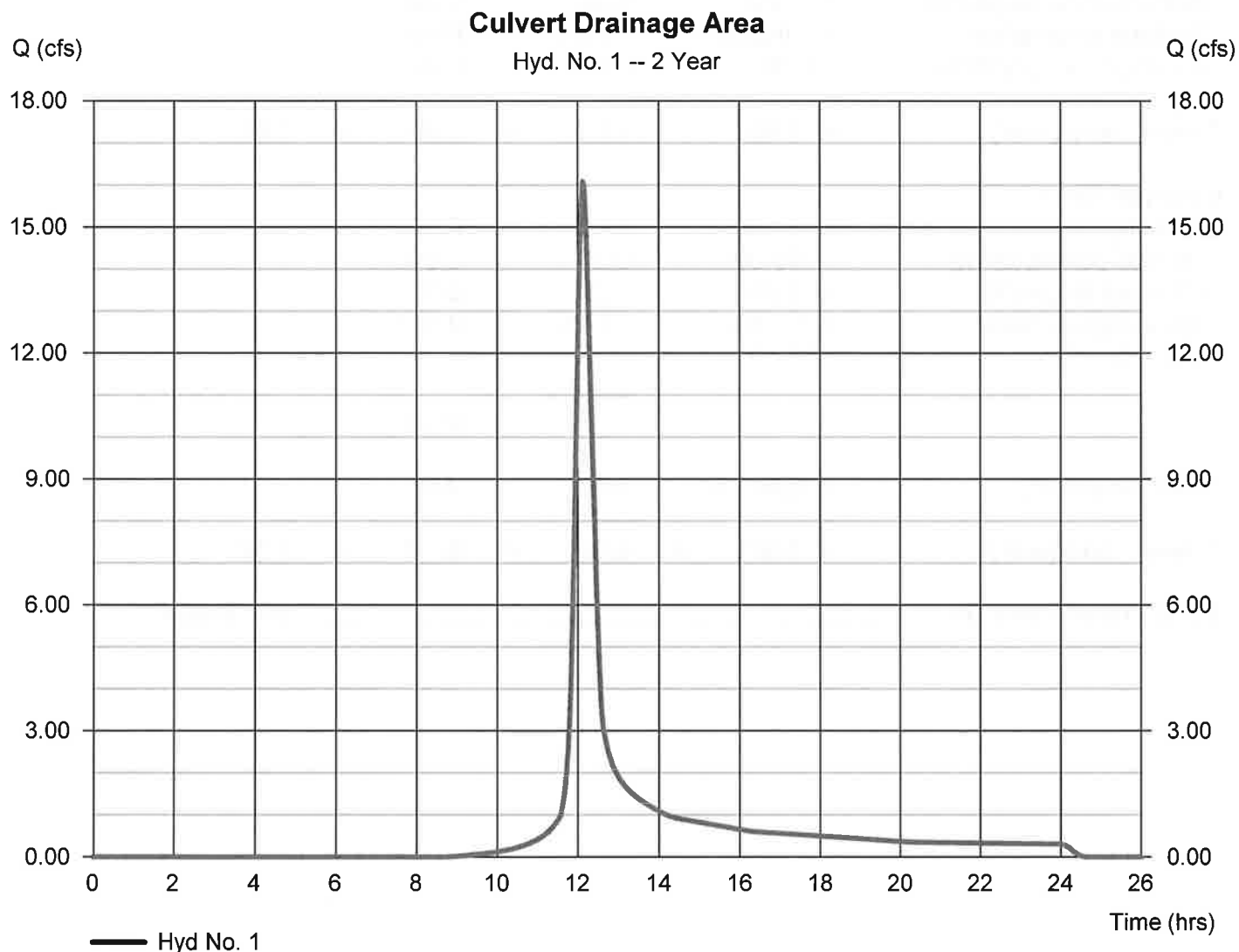
Wednesday, Jul 17, 2013

Hyd. No. 1

Culvert Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 16.07 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 59,382 cuft
Drainage area	= 9.590 ac	Curve number	= 81*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.50 min
Total precip.	= 3.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(8.430 x 79) + (0.660 x 89) + (0.500 x 98)] / 9.590



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No. 1

Culvert Drainage Area

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.400	0.011	0.011	
Flow length (ft)	= 100.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.53	0.00	0.00	
Land slope (%)	= 1.65	0.00	0.00	
Travel Time (min)	= 22.08	+ 0.00	+ 0.00	= 22.08
Shallow Concentrated Flow				
Flow length (ft)	= 482.00	0.00	0.00	
Watercourse slope (%)	= 1.70	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=2.10	0.00	0.00	
Travel Time (min)	= 3.82	+ 0.00	+ 0.00	= 3.82
Channel Flow				
X sectional flow area (sqft)	= 30.00	0.00	0.00	
Wetted perimeter (ft)	= 19.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=13.49	0.00	0.00	
Flow length (ft)	({}0}461.0	0.0	0.0	
Travel Time (min)	= 0.57	+ 0.00	+ 0.00	= 0.57
Total Travel Time, Tc				26.50 min

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

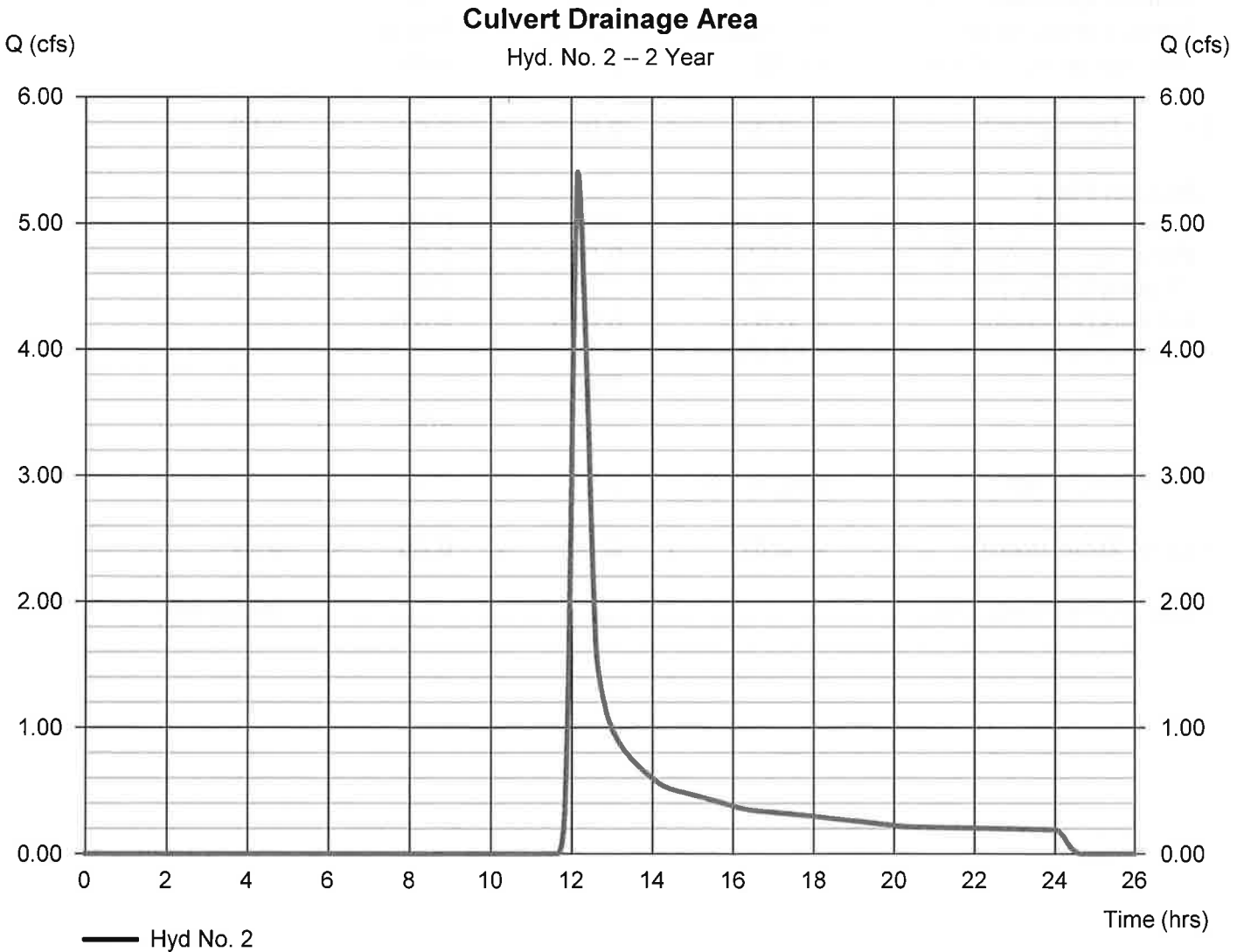
Wednesday, Jul 17, 2013

Hyd. No. 2

Culvert Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 5.407 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.17 hrs
Time interval	= 2 min	Hyd. volume	= 24,683 cuft
Drainage area	= 9.590 ac	Curve number	= 64*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.50 min
Total precip.	= 3.53 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(8.430 x 61) + (0.660 x 80) + (0.500 x 98)] / 9.590



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No. 2

Culvert Drainage Area

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.400	0.011	0.011	
Flow length (ft)	= 100.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.53	0.00	0.00	
Land slope (%)	= 1.65	0.00	0.00	
Travel Time (min)	= 22.08	+ 0.00	+ 0.00	= 22.08
Shallow Concentrated Flow				
Flow length (ft)	= 482.00	0.00	0.00	
Watercourse slope (%)	= 1.70	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=2.10	0.00	0.00	
Travel Time (min)	= 3.82	+ 0.00	+ 0.00	= 3.82
Channel Flow				
X sectional flow area (sqft)	= 30.00	0.00	0.00	
Wetted perimeter (ft)	= 19.00	0.00	0.00	
Channel slope (%)	= 1.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=13.49	0.00	0.00	
Flow length (ft)	(0)461.0	0.0	0.0	
Travel Time (min)	= 0.57	+ 0.00	+ 0.00	= 0.57
Total Travel Time, Tc				26.50 min

Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	29.03	2	728	106,551	-----	-----	-----	Culvert Drainage Area
2	SCS Runoff	14.70	2	730	57,303	-----	-----	-----	Culvert Drainage Area
Weddington-Culvert-Flow.gpw					Return Period: 10 Year			Wednesday, Jul 17, 2013	

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

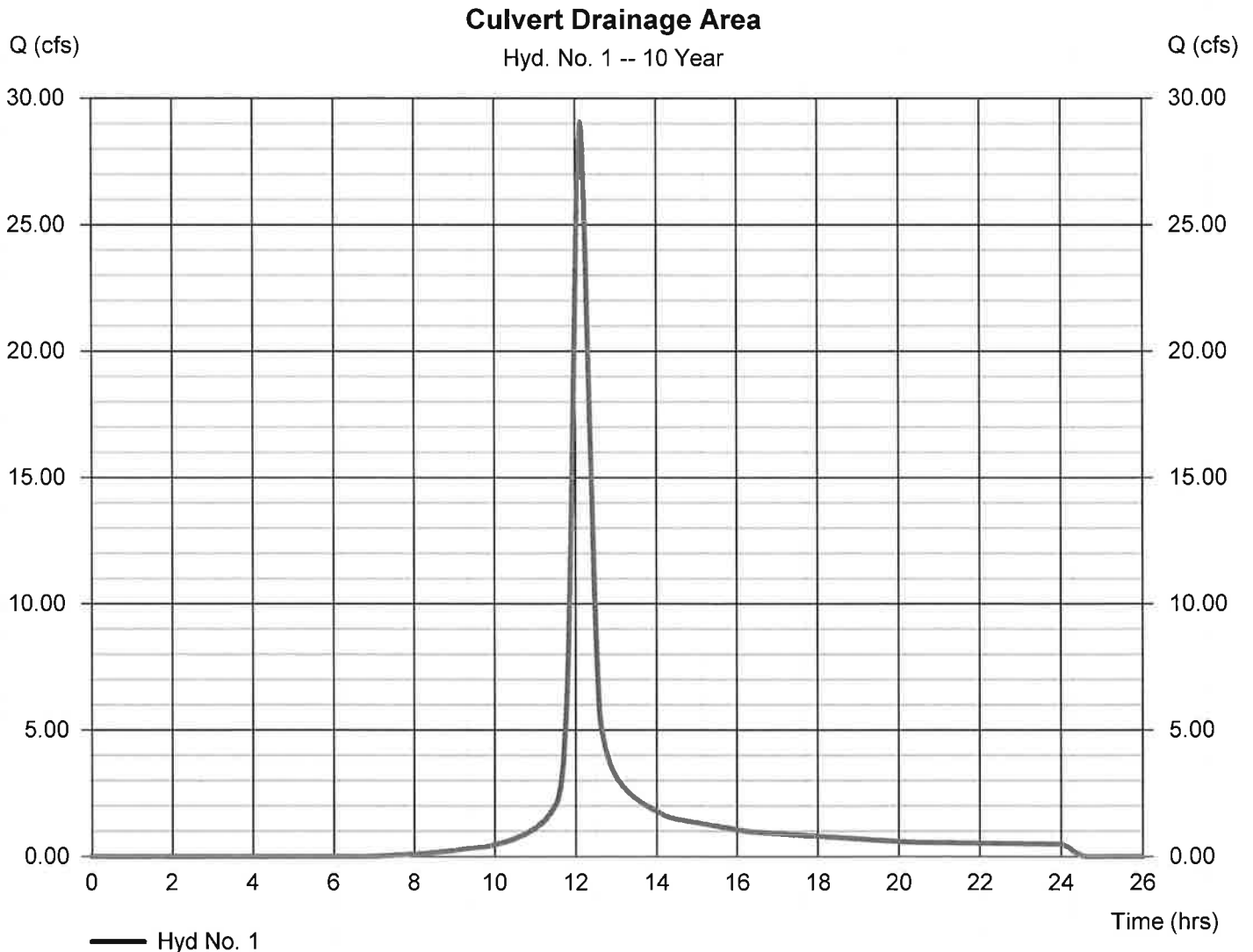
Wednesday, Jul 17, 2013

Hyd. No. 1

Culvert Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 29.03 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 106,551 cuft
Drainage area	= 9.590 ac	Curve number	= 81*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.50 min
Total precip.	= 5.14 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(8,430 x 79) + (0,660 x 89) + (0,500 x 98)] / 9,590



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

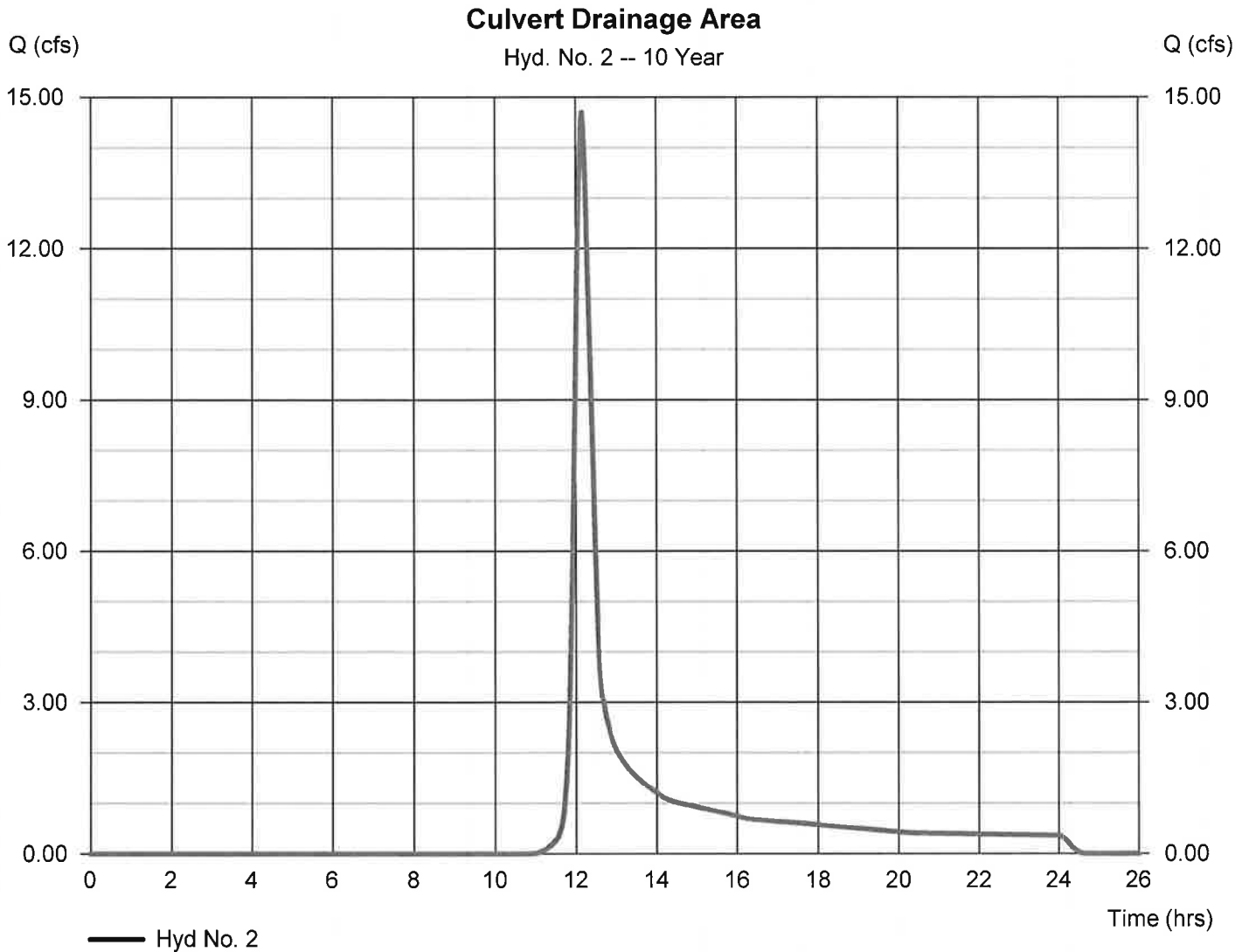
Wednesday, Jul 17, 2013

Hyd. No. 2

Culvert Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 14.70 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.17 hrs
Time interval	= 2 min	Hyd. volume	= 57,303 cuft
Drainage area	= 9.590 ac	Curve number	= 64*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.50 min
Total precip.	= 5.14 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(8.430 x 61) + (0.660 x 80) + (0.500 x 98)] / 9.590



Hydrograph Summary Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	50.77	2	728	188,382	-----	-----	-----	Culvert Drainage Area
2	SCS Runoff	32.99	2	728	122,508	-----	-----	-----	Culvert Drainage Area
Weddington-Culvert-Flow.gpw					Return Period: 100 Year			Wednesday, Jul 17, 2013	

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

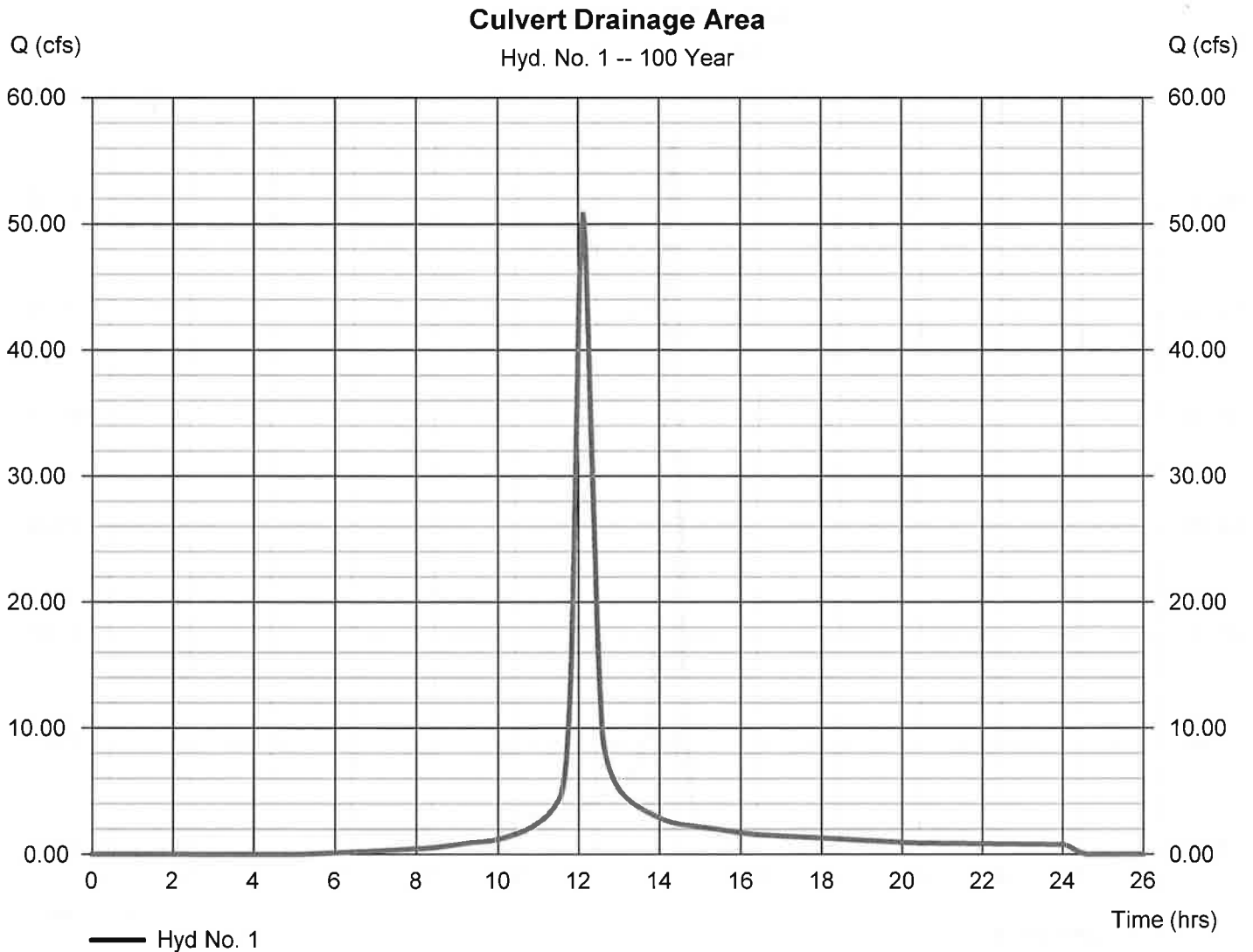
Wednesday, Jul 17, 2013

Hyd. No. 1

Culvert Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 50.77 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 188,382 cuft
Drainage area	= 9.590 ac	Curve number	= 81*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.50 min
Total precip.	= 7.74 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(8.430 x 79) + (0.660 x 89) + (0.500 x 98)] / 9.590



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

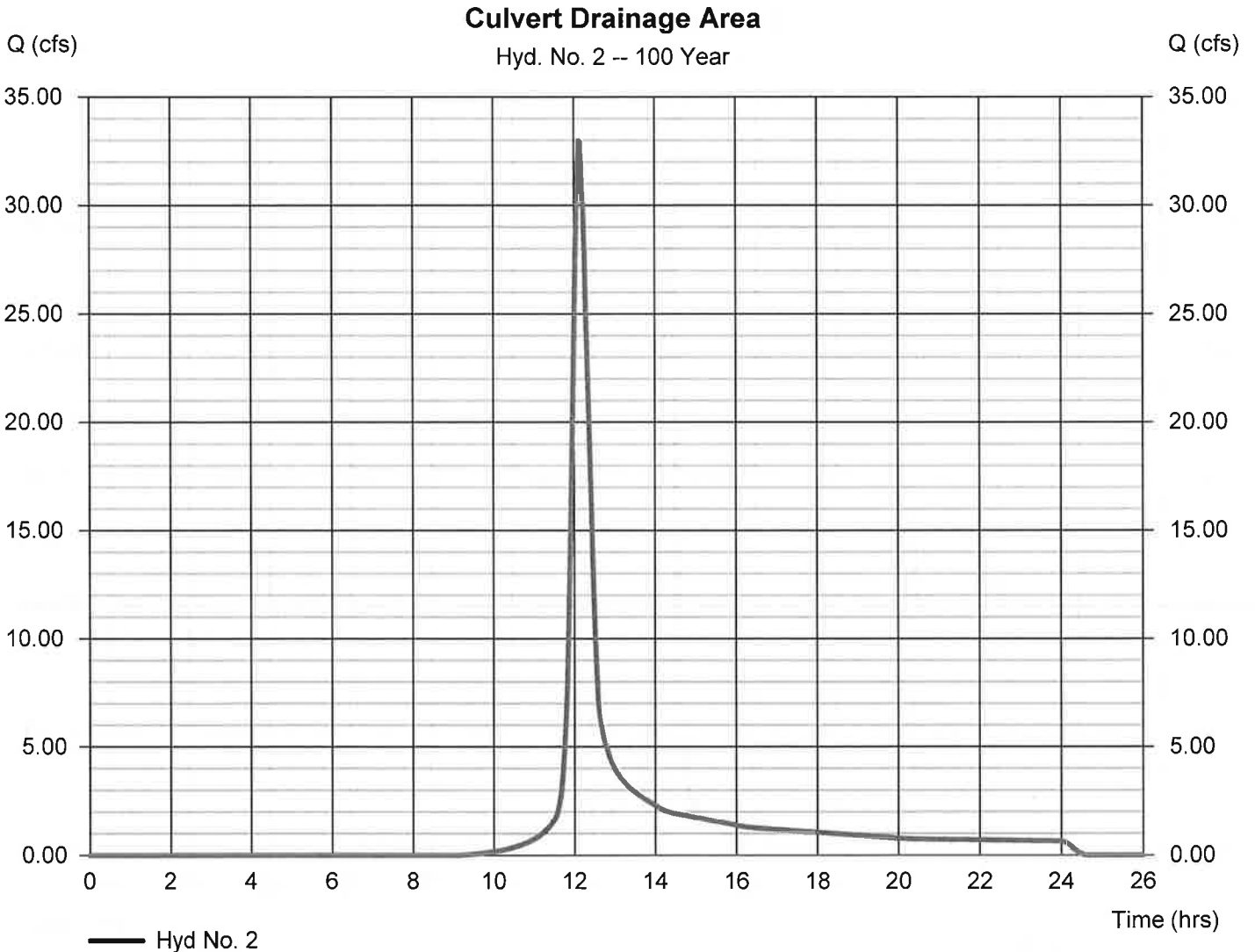
Wednesday, Jul 17, 2013

Hyd. No. 2

Culvert Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 32.99 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 122,508 cuft
Drainage area	= 9.590 ac	Curve number	= 64*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 26.50 min
Total precip.	= 7.74 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(8.430 x 61) + (0.660 x 80) + (0.500 x 98)] / 9.590



Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2011 by Autodesk, Inc. v8

Wednesday, Jul 17, 2013

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	0.0000	0.0000	0.0000	-----
2	69.8703	13.1000	0.8658	-----
3	0.0000	0.0000	0.0000	-----
5	79.2597	14.6000	0.8369	-----
10	88.2351	15.5000	0.8279	-----
25	102.6072	16.5000	0.8217	-----
50	114.8193	17.2000	0.8199	-----
100	127.1596	17.8000	0.8186	-----

File name: SampleFHA.idf

$$\text{Intensity} = B / (T_c + D)^E$$

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.69	4.61	3.89	3.38	2.99	2.69	2.44	2.24	2.07	1.93	1.81	1.70
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.57	5.43	4.65	4.08	3.65	3.30	3.02	2.79	2.59	2.42	2.27	2.15
10	7.24	6.04	5.21	4.59	4.12	3.74	3.43	3.17	2.95	2.77	2.60	2.46
25	8.25	6.95	6.03	5.34	4.80	4.38	4.02	3.73	3.48	3.26	3.07	2.91
50	9.04	7.65	6.66	5.92	5.34	4.87	4.49	4.16	3.88	3.65	3.44	3.25
100	9.83	8.36	7.30	6.50	5.87	5.36	4.94	4.59	4.29	4.03	3.80	3.60

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	3.53	0.00	3.30	5.14	6.13	6.92	7.74
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	0.00	0.00	0.00	2.75	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	2.80	0.00	0.00	0.00	0.00

EROSION CONTROL

SEDIMENT TRAP CALCULATIONS	
Weddington Tank	
HDR PROJECT NO.:	18-53016
DATE: 7/19/2013	BY: RMB
REVISED:	RVW:

TEMPORARY SEDIMENT TRAP #1

NCDENR? **1** ← IF Yes, Type: 1

DRAINAGE AREAS/REQ'D STORAGE		DESIGN CRITERIA	
Total drainage area (TDA)	14.6 ac	Proposed sediment depth	2 ft
Disturbed area(DA)	1.7 ac	Bottom elevation of basin	716.25 msl
Required sediment storage (3600xDA)	6120 cf	Depth of flow over spillway	1.0 ft

BASIN CONFIGURATION	
Bottom elevation	716 msl
Sediment Storage elevation	718 msl
Spillway crest	719 msl
Top of Berm	720 msl

PLANNED BASIN SIZE (REFER TO EROSION CONTROL PLAN)			
Elev.	Area (SF)	Cumulative Volume (CF)	
716.25	10320		0
717	11008		7998
718	16693		21849
X	0		0
X	0		0
X	0		0
X	0		0
X	0		0
X	0		0
X	0		0

ESTIMATED BASIN SIZE (RECTANGULAR)		
	Length(ft)	Width(ft)
Bottom	75	36
Top	91	52

BASIN EFFICIENCY		
Sediment storage required:	6120	cf
Sediment storage provided:	21848.5	OKAY
Surface area required:	8265	
Surface area provided:	16693	OKAY

SPILLWAY DESIGN			
DESIGN FLOW (Q=CIA)		SPILLWAY SIZE	
Composite soil coefficient 'C' =	0.4	Spillway design: (L=Q/(C*h ^{1.5}));	C= 3.0
Area 'A' =	14.62 ac		h= 1.00
10 yr. storm rainfall intensity, 'I' =	3.68 in/hr	Spillway length @ flow depth	10
Computed flow from site, 'Q' =	19 cfs		



United States
Department of
Agriculture



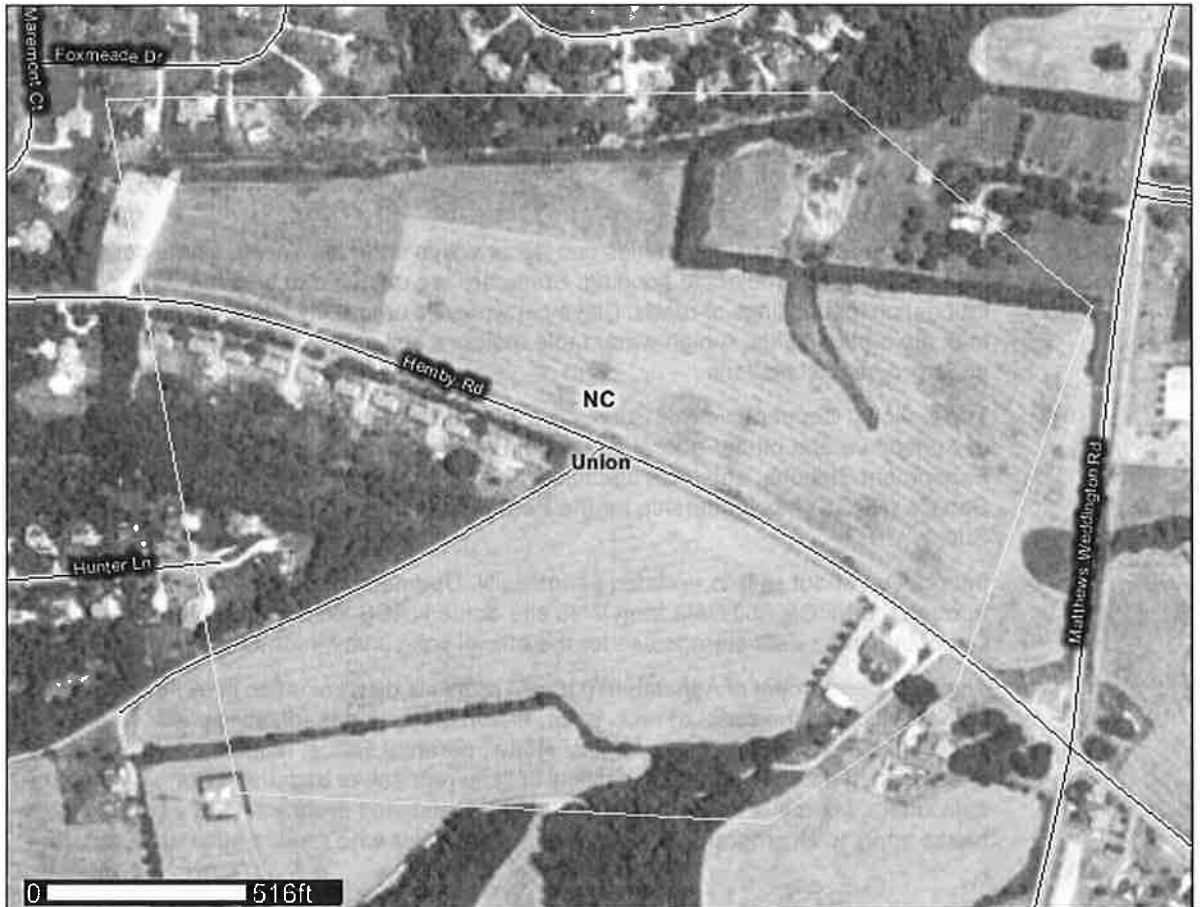
NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Union County, North Carolina

Weddington Elevated Tank



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://soils.usda.gov/sqi/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://soils.usda.gov/contact/state_offices/).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Soil Data Mart Web site or the NRCS Web Soil Survey. The Soil Data Mart is the data storage site for the official soil survey information.

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	7
Soil Map.....	8
Legend.....	9
Map Unit Legend.....	10
Map Unit Descriptions.....	10
Union County, North Carolina.....	12
ApB—Appling sandy loam, 2 to 8 percent slopes.....	12
CeB2—Cecil gravelly sandy clay loam, 2 to 8 percent slopes, moderately eroded.....	13
HeB—Helena fine sandy loam, 2 to 8 percent slopes.....	14
References	16

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

Custom Soil Resource Report

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

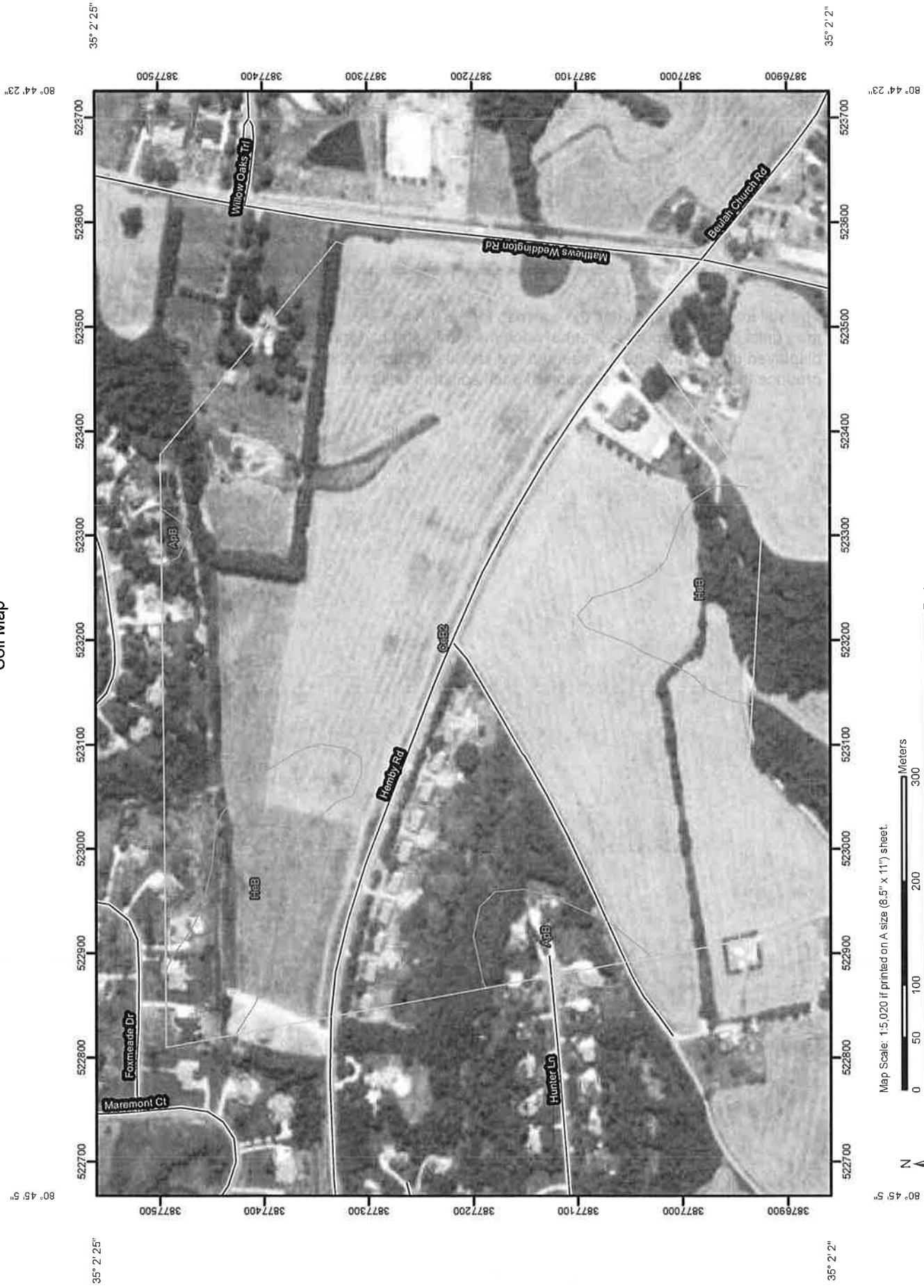
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Map Scale: 1:5,020 if printed on A size (8.5" x 11") sheet.



MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
Special Point Features			
	Blowout		Special Line Features
	Borrow Pit		Gully
	Clay Spot		Short Steep Slope
	Closed Depression		Other
	Gravel Pit	Political Features	
	Gravelly Spot		Cities
	Landfill	Water Features	
	Lava Flow		Streams and Canals
	Marsh or swamp	Transportation	
	Mine or Quarry		Rails
	Miscellaneous Water		Interstate Highways
	Perennial Water		US Routes
	Rock Outcrop		Major Roads
	Saline Spot		Local Roads
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

MAP INFORMATION

Map Scale: 1:5,020 if printed on A size (8.5" x 11") sheet.
 The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 17N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Union County, North Carolina
 Survey Area Data: Version 13, Sep 11, 2012

Date(s) aerial images were photographed: 6/22/2006

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Union County, North Carolina (NC179)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ApB	Appling sandy loam, 2 to 8 percent slopes	2.7	3.1%
CeB2	Cecil gravelly sandy clay loam, 2 to 8 percent slopes, moderately eroded	73.9	84.0%
HeB	Helena fine sandy loam, 2 to 8 percent slopes	11.3	12.9%
Totals for Area of Interest		87.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If

Custom Soil Resource Report

intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Union County, North Carolina

ApB—Appling sandy loam, 2 to 8 percent slopes

Map Unit Setting

Landscape: Uplands
Elevation: 200 to 1,400 feet
Mean annual precipitation: 37 to 60 inches
Mean annual air temperature: 59 to 66 degrees F
Frost-free period: 200 to 240 days

Map Unit Composition

Appling and similar soils: 90 percent
Minor components: 7 percent

Description of Appling

Setting

Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Saprolite derived from granite and gneiss and/or schist

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 8.9 inches)

Interpretive groups

Farmland classification: All areas are prime farmland
Land capability (nonirrigated): 2e
Hydrologic Soil Group: B

Typical profile

0 to 6 inches: Sandy loam
6 to 9 inches: Sandy loam
9 to 12 inches: Sandy clay loam
12 to 48 inches: Clay
48 to 53 inches: Sandy clay loam
53 to 80 inches: Sandy clay loam

Minor Components

Vance

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve

Custom Soil Resource Report

Down-slope shape: Convex
Across-slope shape: Convex

Helena

Percent of map unit: 2 percent
Landform: Ridges
Landform position (two-dimensional): Summit, footslope
Down-slope shape: Concave
Across-slope shape: Concave

CeB2—Cecil gravelly sandy clay loam, 2 to 8 percent slopes, moderately eroded

Map Unit Setting

Landscape: Uplands
Elevation: 200 to 1,400 feet
Mean annual precipitation: 37 to 60 inches
Mean annual air temperature: 59 to 66 degrees F
Frost-free period: 200 to 240 days

Map Unit Composition

Cecil, moderately eroded, and similar soils: 85 percent

Description of Cecil, Moderately Eroded

Setting

Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Saprolite derived from granite and gneiss and/or schist

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 8.2 inches)

Interpretive groups

Farmland classification: All areas are prime farmland
Land capability (nonirrigated): 2e
Hydrologic Soil Group: B

Typical profile

0 to 6 inches: Gravelly sandy clay loam

Custom Soil Resource Report

6 to 40 inches: Clay
40 to 55 inches: Clay loam
55 to 80 inches: Sandy loam

HeB—Helena fine sandy loam, 2 to 8 percent slopes

Map Unit Setting

Landscape: Uplands, valleys
Elevation: 200 to 1,400 feet
Mean annual precipitation: 37 to 60 inches
Mean annual air temperature: 59 to 66 degrees F
Frost-free period: 200 to 240 days

Map Unit Composition

Helena and similar soils: 85 percent
Minor components: 4 percent

Description of Helena

Setting

Landform: Ridges
Landform position (two-dimensional): Summit, footslope
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Saprolite derived from granite and gneiss and/or schist

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 7.8 inches)

Interpretive groups

Farmland classification: All areas are prime farmland
Land capability (nonirrigated): 2e
Hydrologic Soil Group: D

Typical profile

0 to 8 inches: Fine sandy loam
8 to 45 inches: Clay
45 to 80 inches: Sandy loam

Minor Components

Wehadkee, undrained

Percent of map unit: 2 percent
Landform: Depressions on flood plains
Down-slope shape: Concave

Custom Soil Resource Report

Across-slope shape: Linear

Worsham, undrained

Percent of map unit: 2 percent

Landform: Depressions

Landform position (two-dimensional): Footslope

Down-slope shape: Concave

Across-slope shape: Concave

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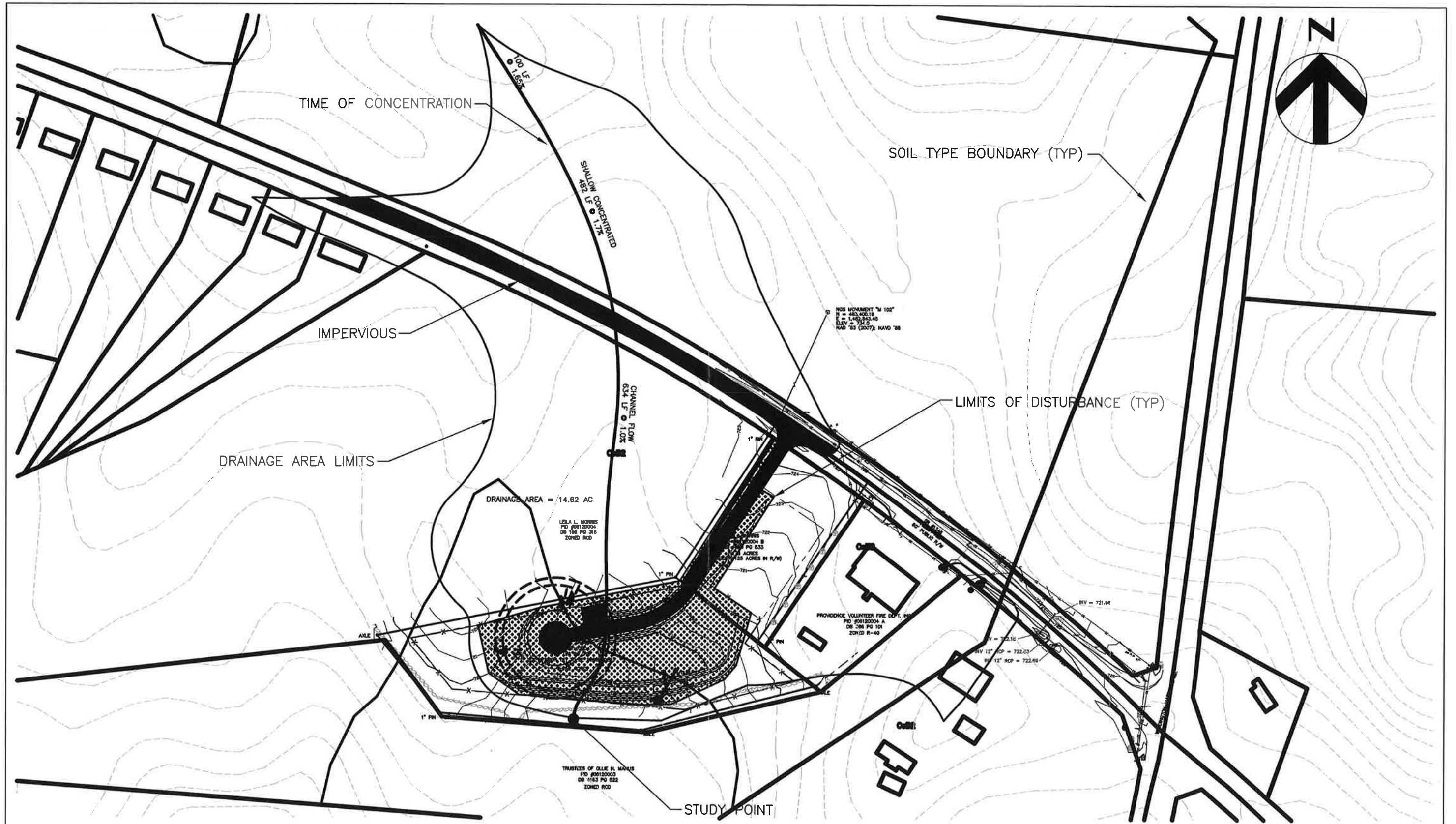
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Custom Soil Resource Report

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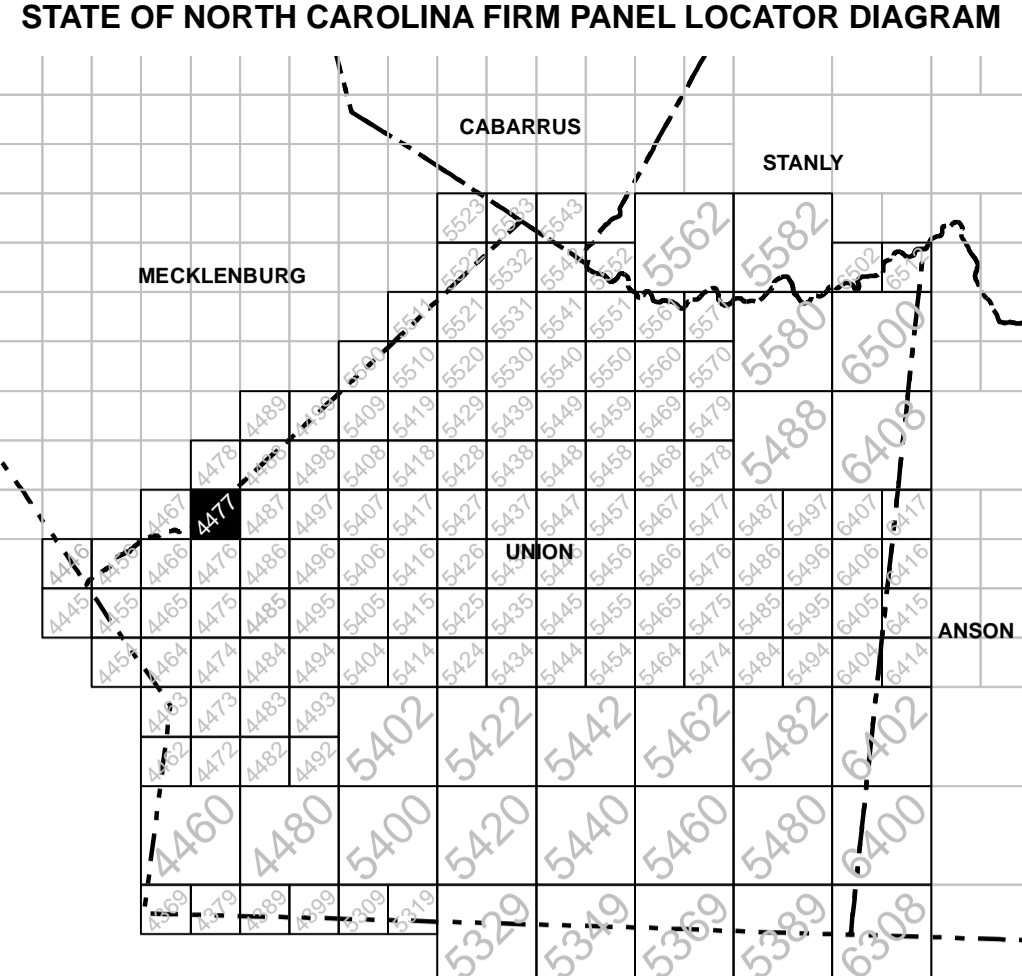
C:\pwworking\paulu0465986\Figure 2.dwg, Plot, 7/17/2013 2:33:03 PM, rbaysden

HDR
 HDR Engineering, Inc.
 of the Carolinas
N.C.B.E.S. License Number: F0116
 440 B Church Street, Suite 1000 | Charlotte, NC 28202

POST-CONSTRUCTION

 WEDDINGTON ELEVATED STORAGE TANK

DATE	7/19/13
FIGURE	2



DATUM INFORMATION

The projection used in the preparation of this map was the North Carolina State Plane (FIPSZONE 3200). The horizontal datum was the North American Datum of 1983, GRS80 ellipsoid. Differences in datum, ellipsoid, projection, or Universal Transverse Mercator zones used in the production of FIRMS for adjacent jurisdictions may result in slight positional differences in map features across jurisdictional boundaries. These differences do not affect the accuracy of this FIRM. All coordinates on this map are in U.S. Survey Feet, where 1 U.S. Survey Foot = 1200/9937 Meters.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. An average offset between NAVD 88 and the National Geodetic Vertical Datum of 1929 (NGVD 29) has been computed for each North Carolina county. This offset was then applied to the NGVD 29 flood elevations that were not revised during the creation of this statewide format FIRM. The offsets for each county shown on this FIRM panel are shown in the vertical datum offset table below. Where a county boundary and a flooding source with unrevised NGVD 29 flood elevations are coincident, an individual offset has been calculated and applied during the creation of this statewide format FIRM. See Section 6.1 of the accompanying Flood Insurance Study report to obtain further information on the conversion of elevations between NAVD 88 and NGVD 29. To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the North Carolina Geodetic Survey at the address shown below. You may also contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

North Carolina Geodetic Survey
121 West Jones Street
Raleigh, NC 27601
(919) 733-3836
<http://www.ncgs.state.nc.us>

County	Average Vertical Datum Offset (ft)
MECKLENBURG	-0.74
UNION	-0.78

Example: NAVD 88 = NGVD 29 + (-0.78)

All streams listed in the Flood Hazard Data Table below were studied by detailed methods using field survey. Other flood hazard data shown on this map may have been derived using either a coastal analysis or limited detailed Riverine analysis. More information on the flooding sources studied by these analyses is contained in the Flood Insurance Study report.

Cross Section	Stream Station ¹	1% Annual Chance (100-year)		Floodway	Community Encroachment Line
		Flowing Line (ft)	Future Line (ft)		
SIXMILE CREEK	312	31.221	3.242	4.459	619.9
	320	31.558	3.242	4.459	619.8
	325	32.310	3.242	4.459	617.3
	330	33.250	2.564	3.642	621.8
	333	33.908	1.964	3.642	622.0
	347	34.604	2.564	3.642	622.2
	352	35.034	1.964	3.642	623.4
	364	36.427	2.133	3.015	626.6
	370	37.011	2.133	3.015	626.6
	380	38.000	2.133	3.015	626.0
390	38.990	2.133	3.015	626.0	
397	39.721	2.133	3.015	626.8	
407	40.733	1.783	2.445	631.7	
416	41.623	1.783	2.445	644.1	

¹Not shown County line.



www.ncfloodmaps.com
<http://stormwater.charmeck.org>



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles, Floodway Data, Limited Detailed Flood Hazard Data, and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of regulatory floodways shown on the FIRM for flooding sources studied by detailed methods were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data for flooding sources studied by detailed methods as well as non-encroachment widths for flooding sources studied by limited detailed methods are provided in the Flood Insurance Study (FIS) report for this jurisdiction. The FIS report also provides instructions for determining a floodway using non-encroachment widths for flooding sources studied by limited detailed methods.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 4.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures in this jurisdiction.

Base map information and geospatial data used to develop this FIRM were obtained from various organizations, including the participating local community(ies), state and federal agencies, and/or other sources. The primary base for this FIRM is aerial imagery acquired by Union County and planimetric base map information obtained from Mecklenburg County Storm Water Services and the Mecklenburg County GIS Department. The time period of collection for the Union imagery is 2004. The time period of collection for the Mecklenburg planimetric base map information ranges from 2004 for building footprints through 2007 for the street centerline and Jurisdictional Boundary. Building footprints were digitized from 2004 aerial photography at a scale of 1:1,200 within North Carolina accuracy standards. Building footprints were produced by Avio Image of Charlotte, North Carolina. Information and geospatial data supplied by the local community(ies) that met FEMA base map specifications were considered the preferred source for development of the base map. See geospatial metadata for the associated digital FIRM for additional information about base map preparation.

Base map features shown on this map, such as corporate limits, are based on the most up-to-date data available at the time of publication. Changes in the corporate limits may have occurred since this map was published. Map users should consult the appropriate community official or website to verify current conditions of jurisdictional boundaries and base map features. This map may contain roads that were not considered in the hydraulic analysis of streams where no new hydraulic model was created during the production of this statewide format FIRM.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydrologic data) may reflect stream channel distances that differ from what is shown on this map.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels, community map repository addresses, and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

If you have questions about this map, or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.

An accompanying Flood Insurance Study report, Letter of Map Revision (LOMR) or Letter of Map Amendment (LOMA) revising portions of this panel, and digital versions of this FIRM may be available. Visit the North Carolina Floodplain Mapping Program website at <http://www.ncfloodmaps.com>, or contact the FEMA Map Service Center at 1-800-358-9616 for information on all related products associated with this FIRM. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.msc.fema.gov>.

Updated flood hazards to reflect seamless statewide mapping
For community map revision history prior to statewide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent, the North Carolina Division of Emergency Management or the National Flood Insurance Program at the following phone numbers or websites:

NC Division of Emergency Management (919) 715-8000
<http://www.ncdcm.state.nc.us>

Charlotte-Mecklenburg Storm Water Services (704) 336-3724
<http://stormwater.charmeck.org>

National Flood Insurance Program (800) 685-8620
<http://www.fema.gov/businessinfo>

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index or visit <http://www.ncfloodmaps.com>.

EFFECTIVE DATE OF FLOOD INSURANCE RATE MAP PANEL
OCTOBER 16, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 2, 2009¹

MAP REVISED
MARCH 2, 2009

MAP NUMBER
3710447700K

State of North Carolina
Federal Emergency Management Agency

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevation determined.
ZONE AE Base Flood Elevations determined.
ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99 Areas to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

COMMUNITY ENCROACHMENT AREAS (Mecklenburg County)

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER FLOOD AREAS (Mecklenburg County)

ZONE X Areas of future conditions 1% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain; areas outside future conditions 1% annual chance floodplain.
ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary (Mecklenburg County)
 1% annual chance floodplain boundary (Mecklenburg County)
 0.2% annual chance floodplain boundary
 Community encroachment boundary (Mecklenburg County)
 Zone D boundary
 CBRS and OPA boundary
 Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

513
(EL 987)
Base Flood Elevation line and value; elevation in feet*
Base Flood Elevation value where uniform within zone; elevation in feet*
* Referenced to the North American Vertical Datum of 1988

Cross section line

Traverse line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

4275'00" 32°22'30"
1 477 500 FEET
1000-meter Universal Transverse Mercator grid ticks, zone 17
2500-foot grid values; North Carolina State Plane coordinate system (FIPSZONE 3200, State Plane NAD 83 feet)

North Carolina Geodetic Survey bench mark (for more information visit <http://www.ncgs.state.nc.us>)
National Geodetic Survey bench mark (for more information visit <http://www.ngs.noaa.gov>)
NCS-58 GPS 2.5-m Vertical Control Marks or Contractor-Established NCFMP Bench Marks (for more information visit <http://www.ncgs.state.nc.us>)
Mecklenburg County bench mark (for more information visit ftp://ftp1.cdmacklenburg.nc.gov/usa/stormwater/FIRM/ReferenceMarks/)
River Mile

PANEL 4477K

FIRM
FLOOD INSURANCE RATE MAP
NORTH CAROLINA

PANEL 4477
(SEE LOCATOR DIAGRAM OR MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	CID No.	PANEL SUFFIX
CHARLOTTE, CITY OF	370159	4477 K
MECKLENBURG COUNTY	370158	4477 K
UNION COUNTY	370254	4477 K
WEDDINGTON, TOWN OF	370516	4477 K

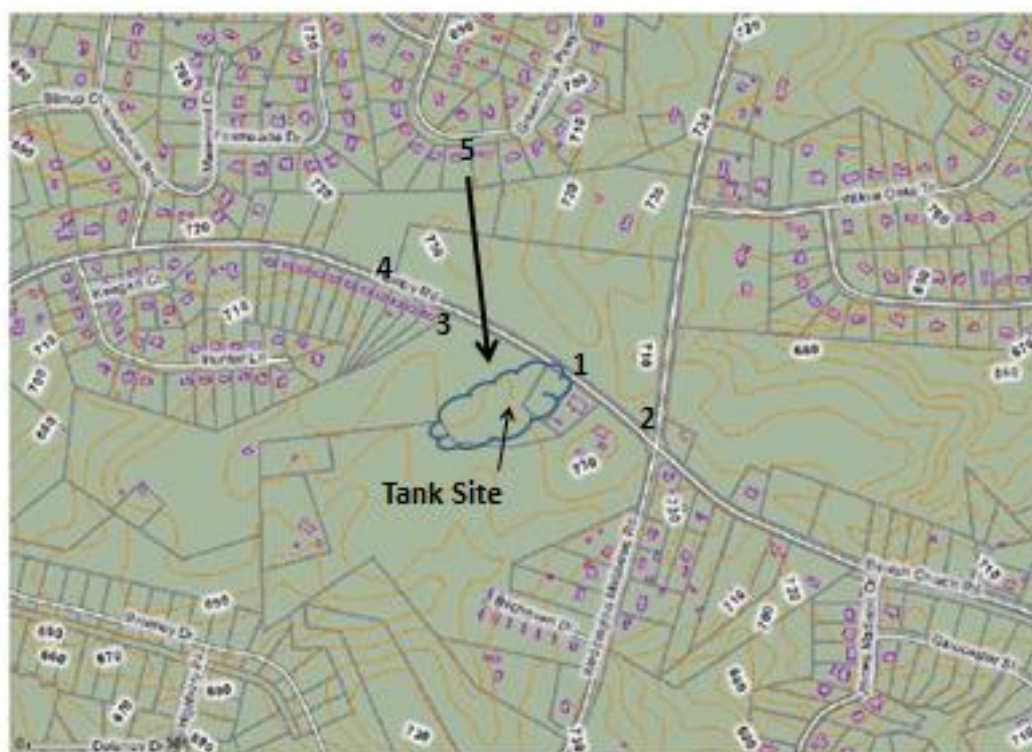
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP REVISED
MARCH 2, 2009

MAP NUMBER
3710447700K

State of North Carolina
Federal Emergency Management Agency

Photo Rendering Locations - Hemby Road Site





#1, Across Street From Site – Tall Bowl - Composite



#2, Hemby, Weddington-Matthews Intersection – Tall Bowl - Composite



#3, NW Corner of Leila Morris Property Along Hemby Road – Tall Bowl - Composite



#4, Hemby Road Across From Houses – Tall Bowl - Composite



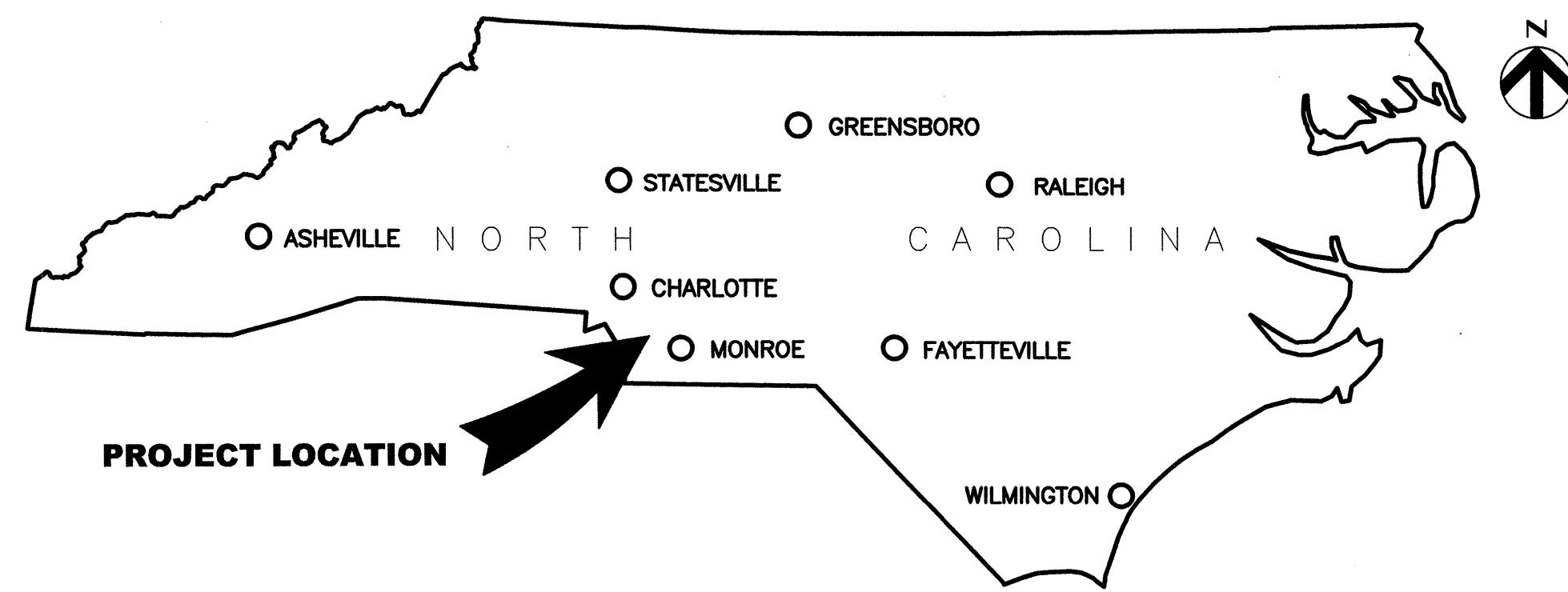
#5, View From Greenbrook Pkwy Community – Tall Bowl - Composite



HDR

HDR Engineering, Inc.
of the Carolinas

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440 S Church Street, Suite 1000 | Charlotte, NC 28202



Location Map

NOT TO SCALE

Drawings For

Union County Public Works

Weddington Elevated Storage Tank

Civil/Process

Project No.
00000000053016

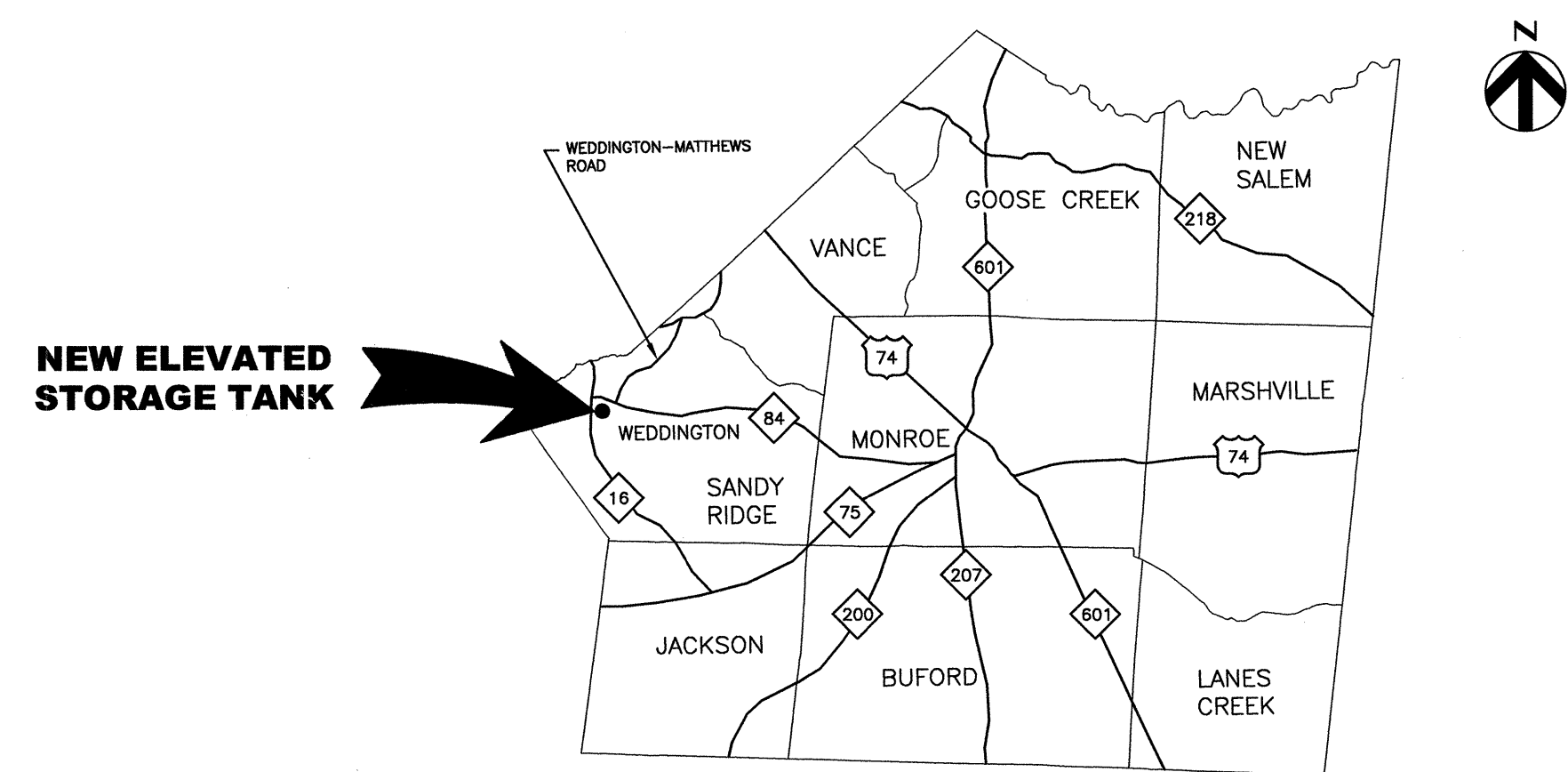
Union County, NC
August 2013

07/19/2013
Applied for Conditional Zoning Permit

08/15/2013
Town of Weddington Comments

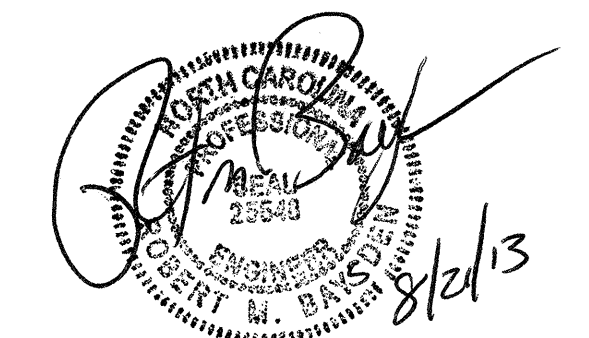
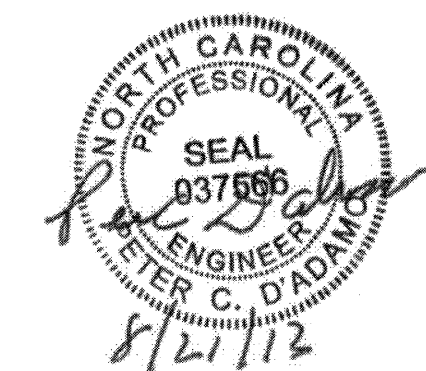
INDEX OF DRAWINGS

<u>CIVIL</u>	
	COVER SHEET, SHEET INDEX, AND VICINITY MAP
00C-01	SITE PLAN
00C-02	SUBDIVISION PLAN
00C-03	EXISTING CONDITIONS SITE DEMOLITION PLAN
00C-04	SITE GRADING AND DRAINAGE PLAN
00C-05	EROSION CONTROL PLAN PHASE I
00C-06	EROSION CONTROL PLAN PHASE II
00C-07	TANK PIPING PLAN
00C-08	GENERAL LEGEND AND PROJECT NOTES
00C-09	STANDARD DETAILS
00C-10	STANDARD DETAILS
00C-11	STANDARD DETAILS
00C-12	STANDARD DETAILS
00C-13	DRAINAGE STRUCTURE PLAN AND SECTIONS
00C-14	EROSION CONTROL DETAILS
00C-15	STORM WATER DETAILS
<u>LANDSCAPE</u>	
00L-01	LANDSCAPE PLAN
<u>PROCESS</u>	
00D-01	CES ELEVATED STORAGE TANK PLAN AND DETAILS



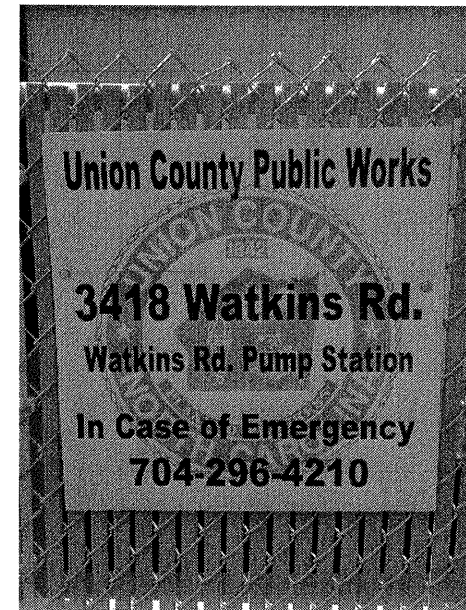
Vicinity Map

NOT TO SCALE

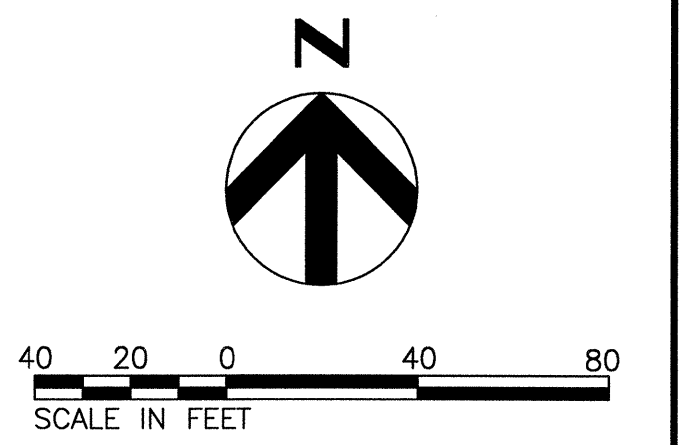


GENERAL NOTES:

1. ALL SIGNS TO BE IN COMPLIANCE WITH SECTION 58-145. SEE DETAIL THIS SHEET FOR SAMPLE UNION COUNTY PUBLIC WORKS SIGN.
2. SITE IS NOT WITHIN A REGULATORY FLOODPLAIN.
3. LIGHTING TO BE IN COMPLIANCE WITH TOWN OF WEDDINGTON LIGHTING ORDINANCE.
4. LANDSCAPING AND SCREENING TO BE IN COMPLIANCE WITH SECTION 58-8. SEE SHEET 00L-01.

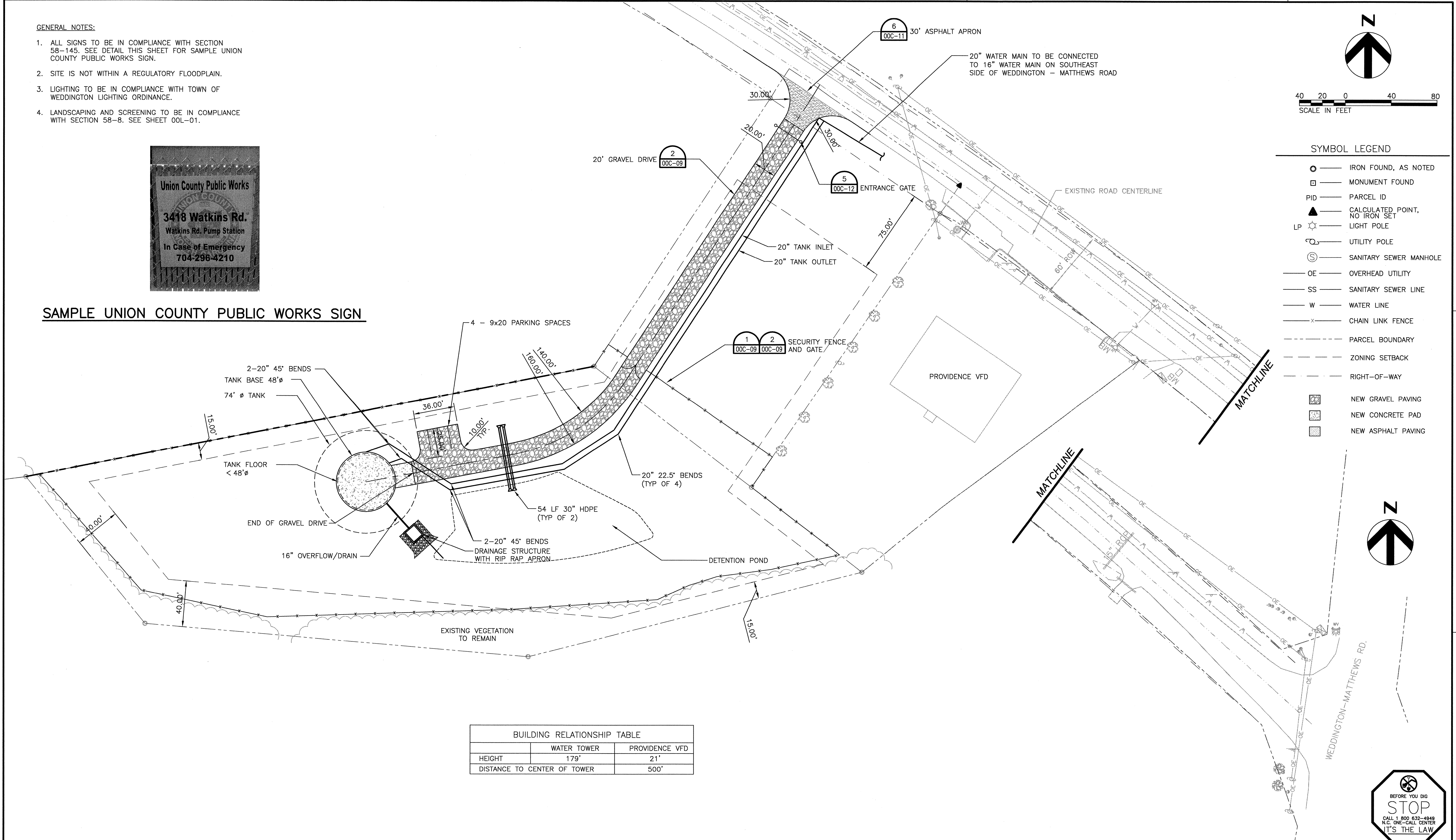


SAMPLE UNION COUNTY PUBLIC WORKS SIGN



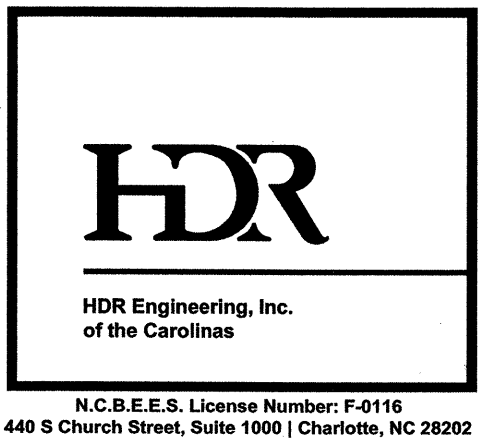
SYMBOL LEGEND

○	IRON FOUND, AS NOTED
□	MONUMENT FOUND
PID	PARCEL ID
▲	CALCULATED POINT, NO IRON SET
LP	LIGHT POLE
○	UTILITY POLE
⊙	SANITARY SEWER MANHOLE
—	OVERHEAD UTILITY
—	SANITARY SEWER LINE
—	WATER LINE
—	CHAIN LINK FENCE
- - -	PARCEL BOUNDARY
- - -	ZONING SETBACK
- - -	RIGHT-OF-WAY
▨	NEW GRAVEL PAVING
▩	NEW CONCRETE PAD
▧	NEW ASPHALT PAVING



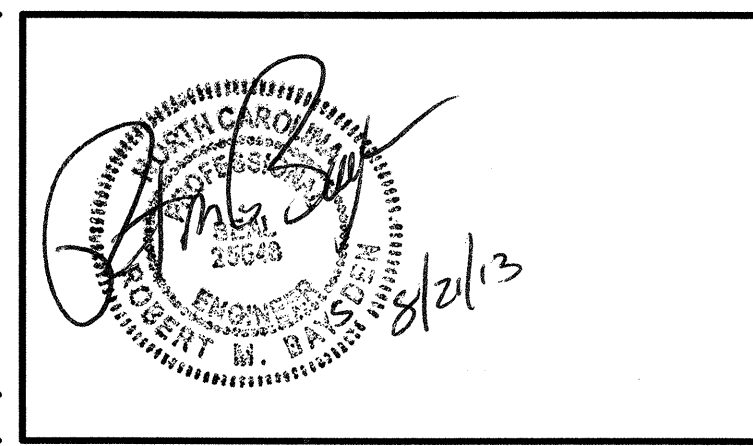
BUILDING RELATIONSHIP TABLE

	WATER TOWER	PROVIDENCE VFD
HEIGHT	179'	21'
DISTANCE TO CENTER OF TOWER		500'



ISSUE	DATE	DESCRIPTION
2	08/2013	TOWN OF WEDDINGTON COMMENTS
1	07/2013	APPLIED FOR CONDITIONAL USE PERMIT

PROJECT MANAGER	PETE D'ADAMO, PE
DESIGNER	R. BAYSDEN, PE
CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016



Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

SITE PLAN

0 1" 2"

FILENAME	00C-01.dwg	SHEET	00C-01
SCALE	1"=40'		



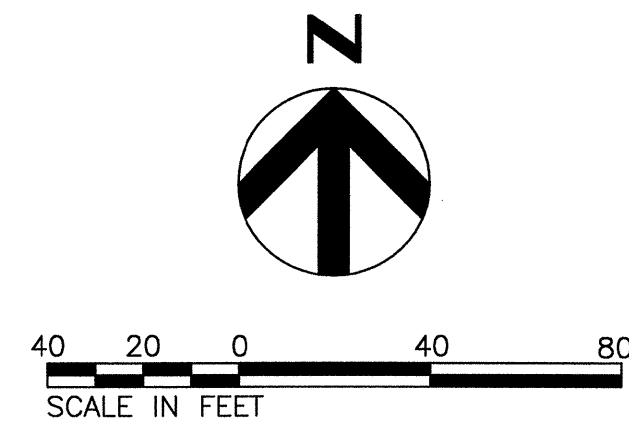
C:\working\pds\0000053016.dwg Plot: 8/20/13 10:53:04 AM g:\m...

PARCEL DATA (EXISTING CONDITIONS)		
PARCEL ID NO.	AREA (AC.)	ZONING DESIGNATION
06-120-004B	1.28	R-40
06-120-004	34.03	RCD

PARCEL DATA (PROPOSED CONDITIONS)		
PARCEL ID NO.	AREA (AC.)	ZONING DESIGNATION
06-120-004B	1.28	R-40
06-120-004	31.39	RCD
TBD	2.638	

GENERAL NOTES

DISTURBED AREA: 1.70 ACRES
 NEW IMPERVIOUS SURFACE: 0.88 ACRES
 AREA WITHIN FENCING: 1.74 ACRES
 FACILITY IS A CLASS II ESSENTIAL SERVICE FACILITY.
 FINISHED FLOOR ELEVATION = 721' MSL.
 SOILS TYPE: CEB2 (CECIL) SANDY CLAY LOAM: HSG B
 HeB (HELENA) FINE SANDY LOAM: HSG D.



SYMBOL LEGEND
 - - - - - PARCEL BOUNDARY

HDR Engineering, Inc.
of the Carolinas
N.C.B.E.E.S. License Number: F-9116
440 S Church Street, Suite 1000 | Charlotte, NC 28202

ISSUE	DATE	DESCRIPTION
2	08/2013	TOWN OF WEDDINGTON COMMENTS
1	07/2013	APPLIED FOR CONDITIONAL USE PERMIT

PROJECT MANAGER	PETE D'ADAMO, PE
DESIGNER	R. BAYSDEN, PE
CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016

Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

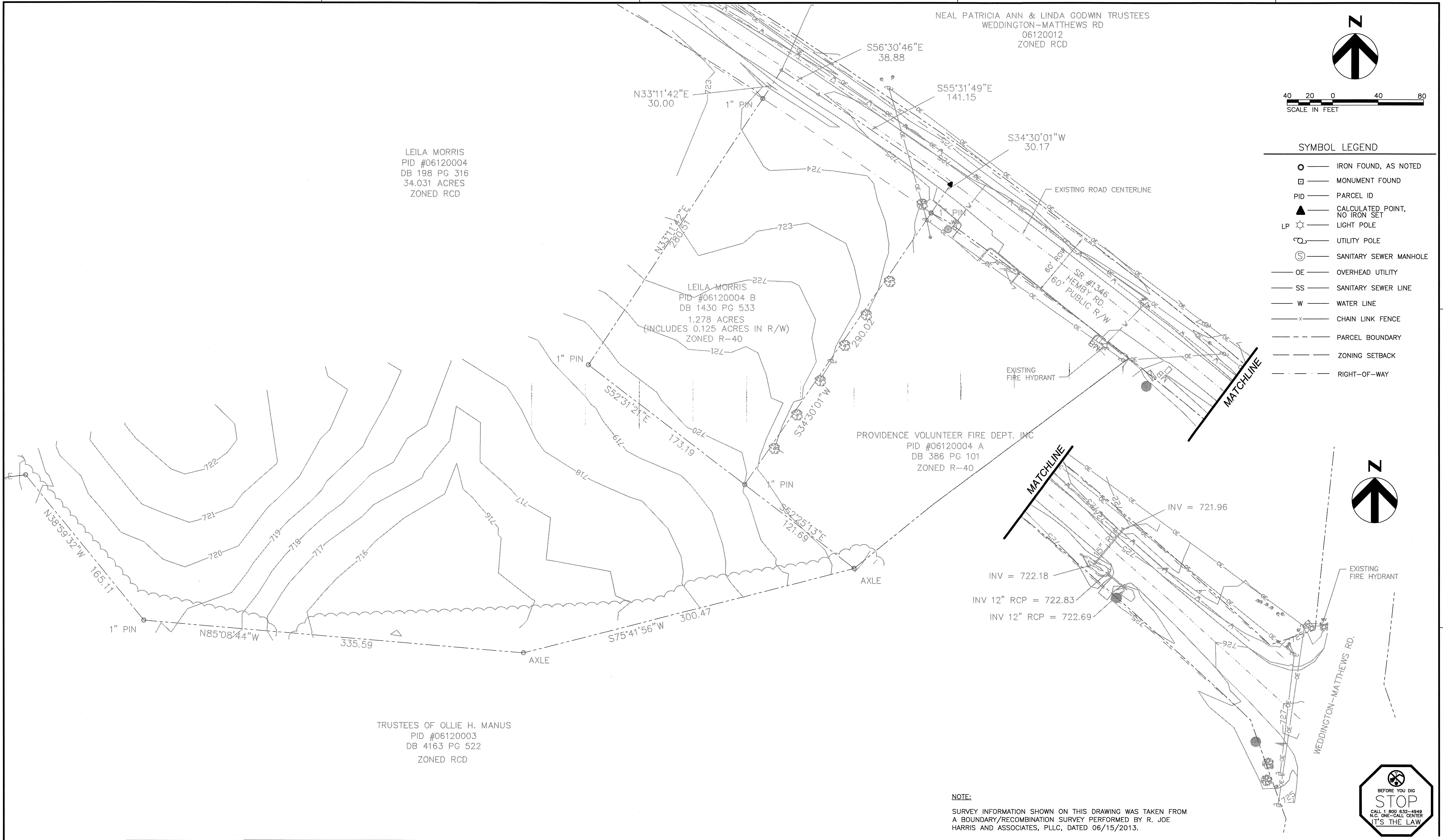
SUBDIVISION PLAN

0 1" 2"

FILENAME	00C-02.dwg	SHEET	00C-02
SCALE	1"=40'		



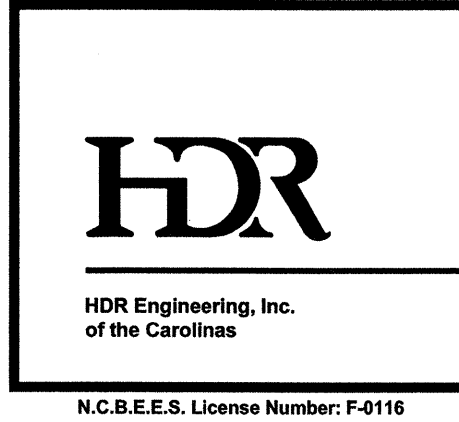
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SYMBOL LEGEND

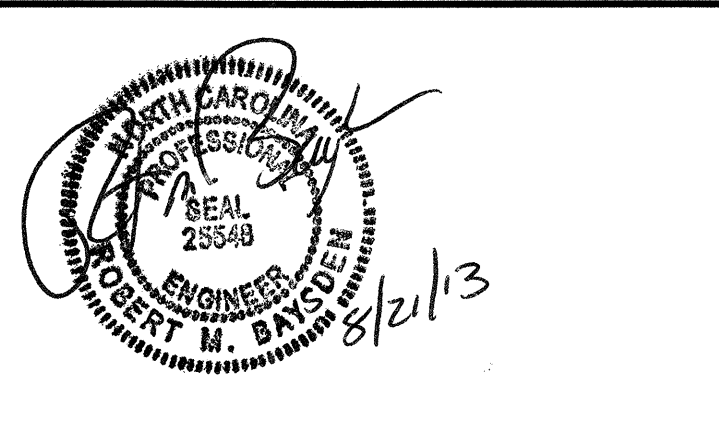
- IRON FOUND, AS NOTED
- MONUMENT FOUND
- PID PARCEL ID
- ▲ CALCULATED POINT, NO IRON SET
- LP LIGHT POLE
- UTILITY POLE
- SANITARY SEWER MANHOLE
- OE OVERHEAD UTILITY
- SS SANITARY SEWER LINE
- W WATER LINE
- CHAIN LINK FENCE
- PARCEL BOUNDARY
- ZONING SETBACK
- RIGHT-OF-WAY

NOTE:
 SURVEY INFORMATION SHOWN ON THIS DRAWING WAS TAKEN FROM A BOUNDARY/RECOMBINATION SURVEY PERFORMED BY R. JOE HARRIS AND ASSOCIATES, PLLC, DATED 06/15/2013.



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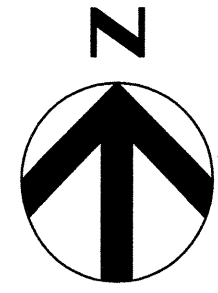
EXISTING CONDITIONS SITE DEMOLITION PLAN

Scale: 1" = 40'

FILENAME: 00C-03.dwg
 SCALE: 1" = 40'

SHEET: **00C-03**



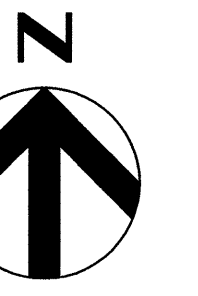
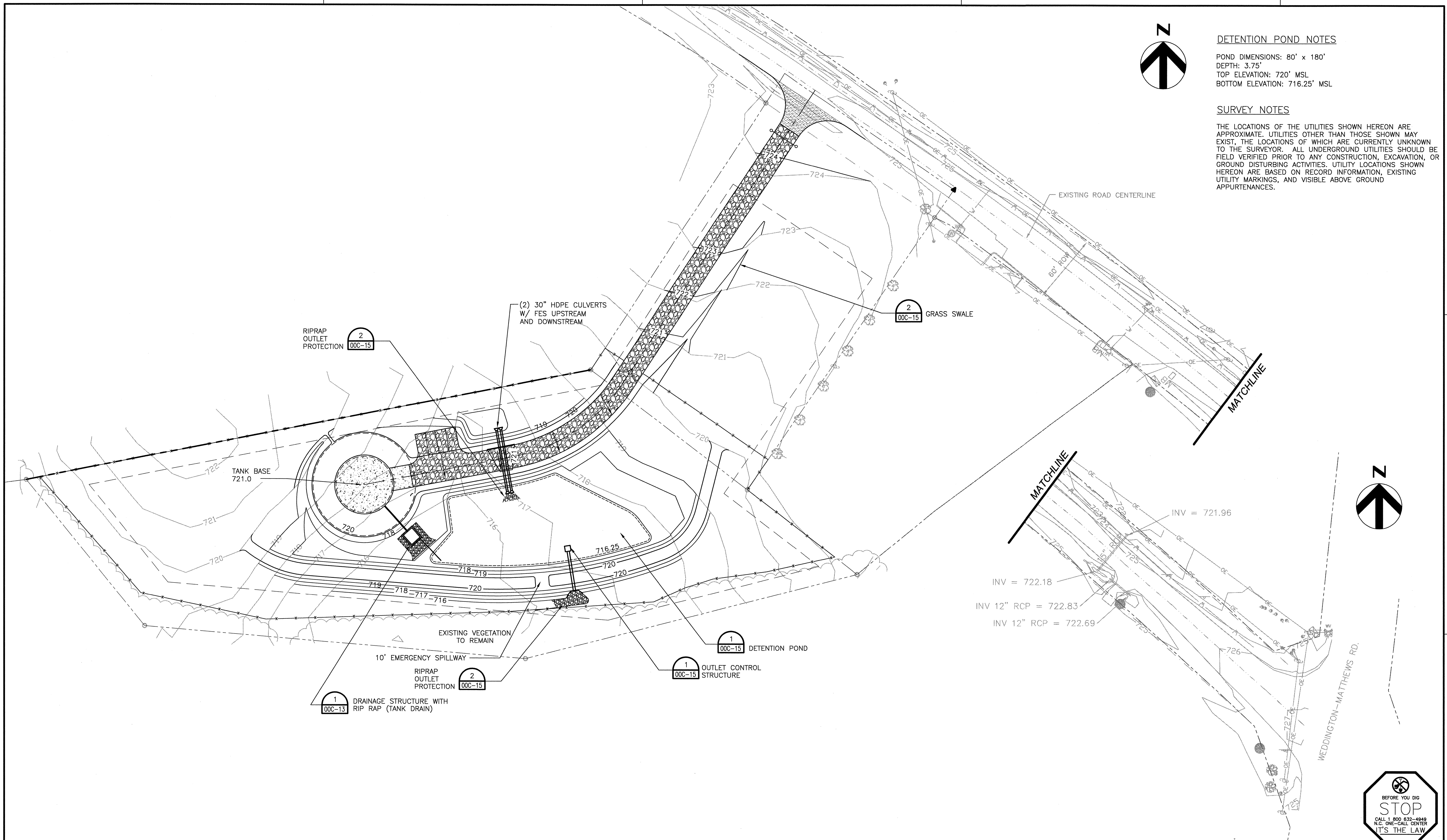


DETENTION POND NOTES

POND DIMENSIONS: 80' x 180'
 DEPTH: 3.75'
 TOP ELEVATION: 720' MSL
 BOTTOM ELEVATION: 716.25' MSL

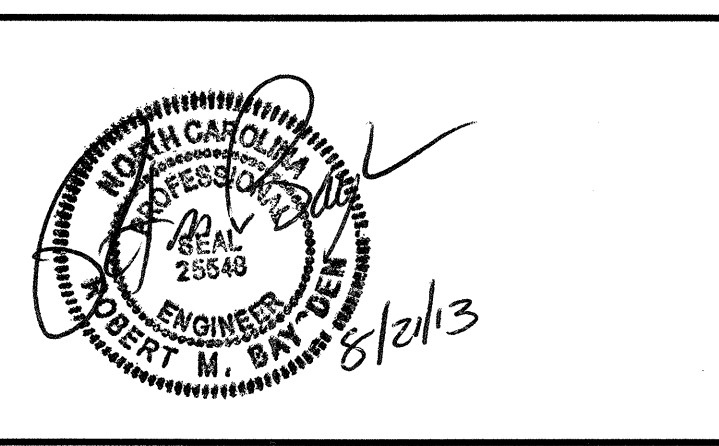
SURVEY NOTES

THE LOCATIONS OF THE UTILITIES SHOWN HEREON ARE APPROXIMATE. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST, THE LOCATIONS OF WHICH ARE CURRENTLY UNKNOWN TO THE SURVEYOR. ALL UNDERGROUND UTILITIES SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION, EXCAVATION, OR GROUND DISTURBING ACTIVITIES. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON RECORD INFORMATION, EXISTING UTILITY MARKINGS, AND VISIBLE ABOVE GROUND APPURTENANCES.



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Union County North Carolina

SITE GRADING AND DRAINAGE PLAN

0 1" 2"

FILENAME	00C-04.dwg	SHEET	00C-04
SCALE	1"=40'		

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PLANNED CONSTRUCTION SEQUENCE: STAGE 1

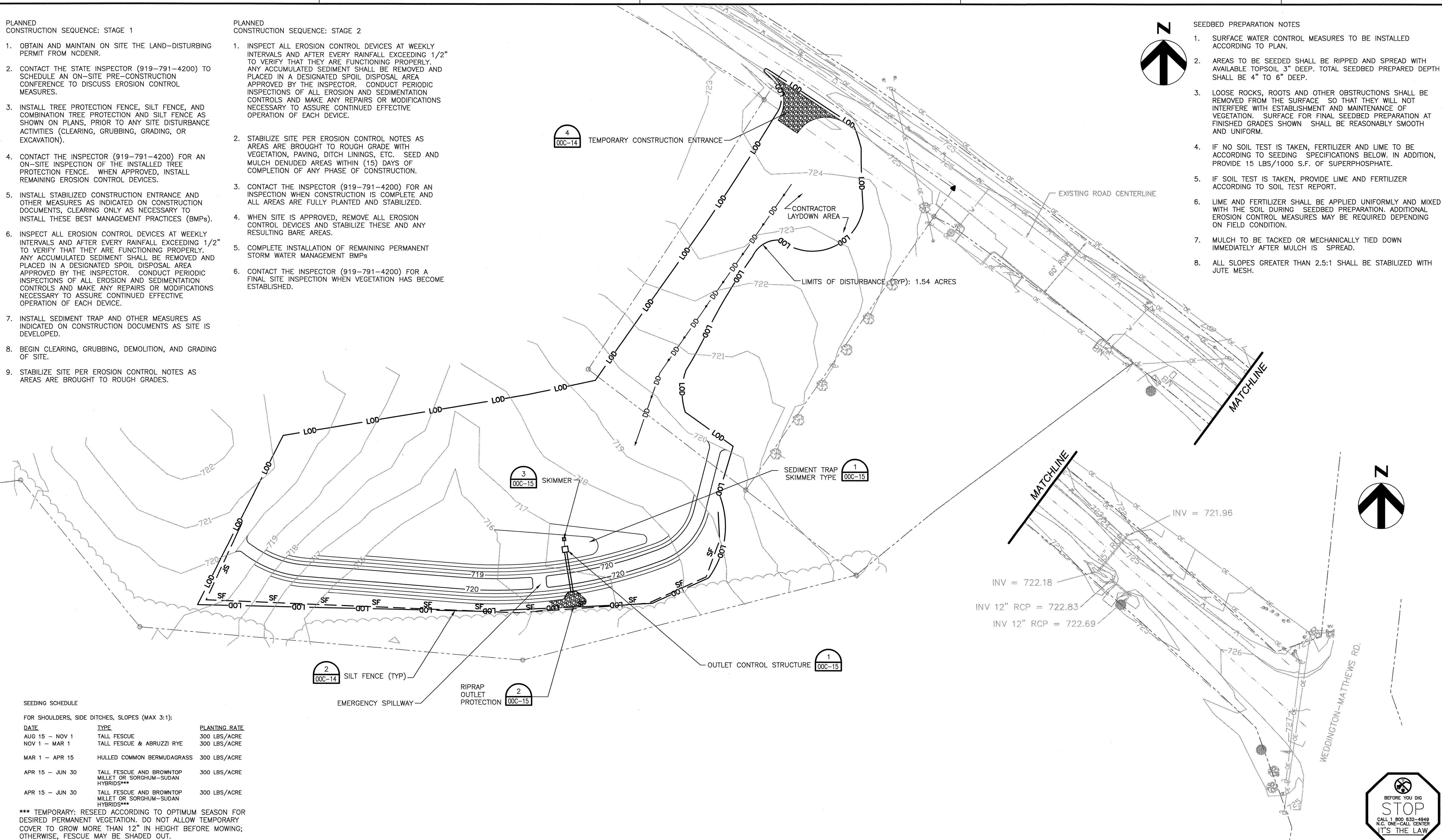
- OBTAIN AND MAINTAIN ON SITE THE LAND-DISTURBING PERMIT FROM NCDENR.
- CONTACT THE STATE INSPECTOR (919-791-4200) TO SCHEDULE AN ON-SITE PRE-CONSTRUCTION CONFERENCE TO DISCUSS EROSION CONTROL MEASURES.
- INSTALL TREE PROTECTION FENCE, SILT FENCE, AND COMBINATION TREE PROTECTION AND SILT FENCE AS SHOWN ON PLANS, PRIOR TO ANY SITE DISTURBANCE ACTIVITIES (CLEARING, GRUBBING, GRADING, OR EXCAVATION).
- CONTACT THE INSPECTOR (919-791-4200) FOR AN ON-SITE INSPECTION OF THE INSTALLED TREE PROTECTION FENCE. WHEN APPROVED, INSTALL REMAINING EROSION CONTROL DEVICES.
- INSTALL STABILIZED CONSTRUCTION ENTRANCE AND OTHER MEASURES AS INDICATED ON CONSTRUCTION DOCUMENTS, CLEARING ONLY AS NECESSARY TO INSTALL THESE BEST MANAGEMENT PRACTICES (BMPs).
- INSPECT ALL EROSION CONTROL DEVICES AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/2" TO VERIFY THAT THEY ARE FUNCTIONING PROPERLY. ANY ACCUMULATED SEDIMENT SHALL BE REMOVED AND PLACED IN A DESIGNATED SPOIL DISPOSAL AREA APPROVED BY THE INSPECTOR. CONDUCT PERIODIC INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AND MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
- INSTALL SEDIMENT TRAP AND OTHER MEASURES AS INDICATED ON CONSTRUCTION DOCUMENTS AS SITE IS DEVELOPED.
- BEGIN CLEARING, GRUBBING, DEMOLITION, AND GRADING OF SITE.
- STABILIZE SITE PER EROSION CONTROL NOTES AS AREAS ARE BROUGHT TO ROUGH GRADES.

PLANNED CONSTRUCTION SEQUENCE: STAGE 2

- INSPECT ALL EROSION CONTROL DEVICES AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/2" TO VERIFY THAT THEY ARE FUNCTIONING PROPERLY. ANY ACCUMULATED SEDIMENT SHALL BE REMOVED AND PLACED IN A DESIGNATED SPOIL DISPOSAL AREA APPROVED BY THE INSPECTOR. CONDUCT PERIODIC INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AND MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
- STABILIZE SITE PER EROSION CONTROL NOTES AS AREAS ARE BROUGHT TO ROUGH GRADE WITH VEGETATION, PAVING, DITCH LININGS, ETC. SEED AND MULCH DENUDED AREAS WITHIN (15) DAYS OF COMPLETION OF ANY PHASE OF CONSTRUCTION.
- CONTACT THE INSPECTOR (919-791-4200) FOR AN INSPECTION WHEN CONSTRUCTION IS COMPLETE AND ALL AREAS ARE FULLY PLANTED AND STABILIZED.
- WHEN SITE IS APPROVED, REMOVE ALL EROSION CONTROL DEVICES AND STABILIZE THESE AND ANY RESULTING BARE AREAS.
- COMPLETE INSTALLATION OF REMAINING PERMANENT STORM WATER MANAGEMENT BMPs
- CONTACT THE INSPECTOR (919-791-4200) FOR A FINAL SITE INSPECTION WHEN VEGETATION HAS BECOME ESTABLISHED.

SEEDBED PREPARATION NOTES

- SURFACE WATER CONTROL MEASURES TO BE INSTALLED ACCORDING TO PLAN.
- AREAS TO BE SEEDED SHALL BE RIPPED AND SPREAD WITH AVAILABLE TOPSOIL 3" DEEP. TOTAL SEEDBED PREPARED DEPTH SHALL BE 4" TO 6" DEEP.
- LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS SHALL BE REMOVED FROM THE SURFACE SO THAT THEY WILL NOT INTERFERE WITH ESTABLISHMENT AND MAINTENANCE OF VEGETATION. SURFACE FOR FINAL SEEDBED PREPARATION AT FINISHED GRADES SHOWN SHALL BE REASONABLY SMOOTH AND UNIFORM.
- IF NO SOIL TEST IS TAKEN, FERTILIZER AND LIME TO BE ACCORDING TO SEEDING SPECIFICATIONS BELOW. IN ADDITION, PROVIDE 15 LBS/1000 S.F. OF SUPERPHOSPHATE.
- IF SOIL TEST IS TAKEN, PROVIDE LIME AND FERTILIZER ACCORDING TO SOIL TEST REPORT.
- LIME AND FERTILIZER SHALL BE APPLIED UNIFORMLY AND MIXED WITH THE SOIL DURING SEEDBED PREPARATION. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDING ON FIELD CONDITION.
- MULCH TO BE TACKED OR MECHANICALLY TIED DOWN IMMEDIATELY AFTER MULCH IS SPREAD.
- ALL SLOPES GREATER THAN 2.5:1 SHALL BE STABILIZED WITH JUTE MESH.



SEEDING SCHEDULE

FOR SHOULDERS, SIDE DITCHES, SLOPES (MAX 3:1):

DATE	TYPE	PLANTING RATE
AUG 15 - NOV 1	TALL FESCUE	300 LBS/ACRE
NOV 1 - MAR 1	TALL FESCUE & ABRUZZI RYE	300 LBS/ACRE
MAR 1 - APR 15	HULLED COMMON BERMUDAGRASS	300 LBS/ACRE
APR 15 - JUN 30	TALL FESCUE AND BROWNTOP MILLET OR SORGHUM-SUDAN HYBRIDS***	300 LBS/ACRE
APR 15 - JUN 30	TALL FESCUE AND BROWNTOP MILLET OR SORGHUM-SUDAN HYBRIDS***	300 LBS/ACRE

*** TEMPORARY: RESEED ACCORDING TO OPTIMUM SEASON FOR DESIRED PERMANENT VEGETATION. DO NOT ALLOW TEMPORARY COVER TO GROW MORE THAN 12" IN HEIGHT BEFORE MOWING; OTHERWISE, FESCUE MAY BE SHADED OUT.

HDR Engineering, Inc.
of the Carolinas
N.C.B.E.E.S. License Number: F-0116
440 S Church Street, Suite 1000 | Charlotte, NC 28202

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Union County Public Works
Weddington Elevated Storage Tank

Union County
North Carolina

EROSION CONTROL PLAN
PHASE I

0 1" 2"
FILENAME: 00C-05.dwg
SCALE: 1"=40'
SHEET: 00C-05



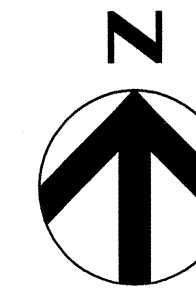
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2

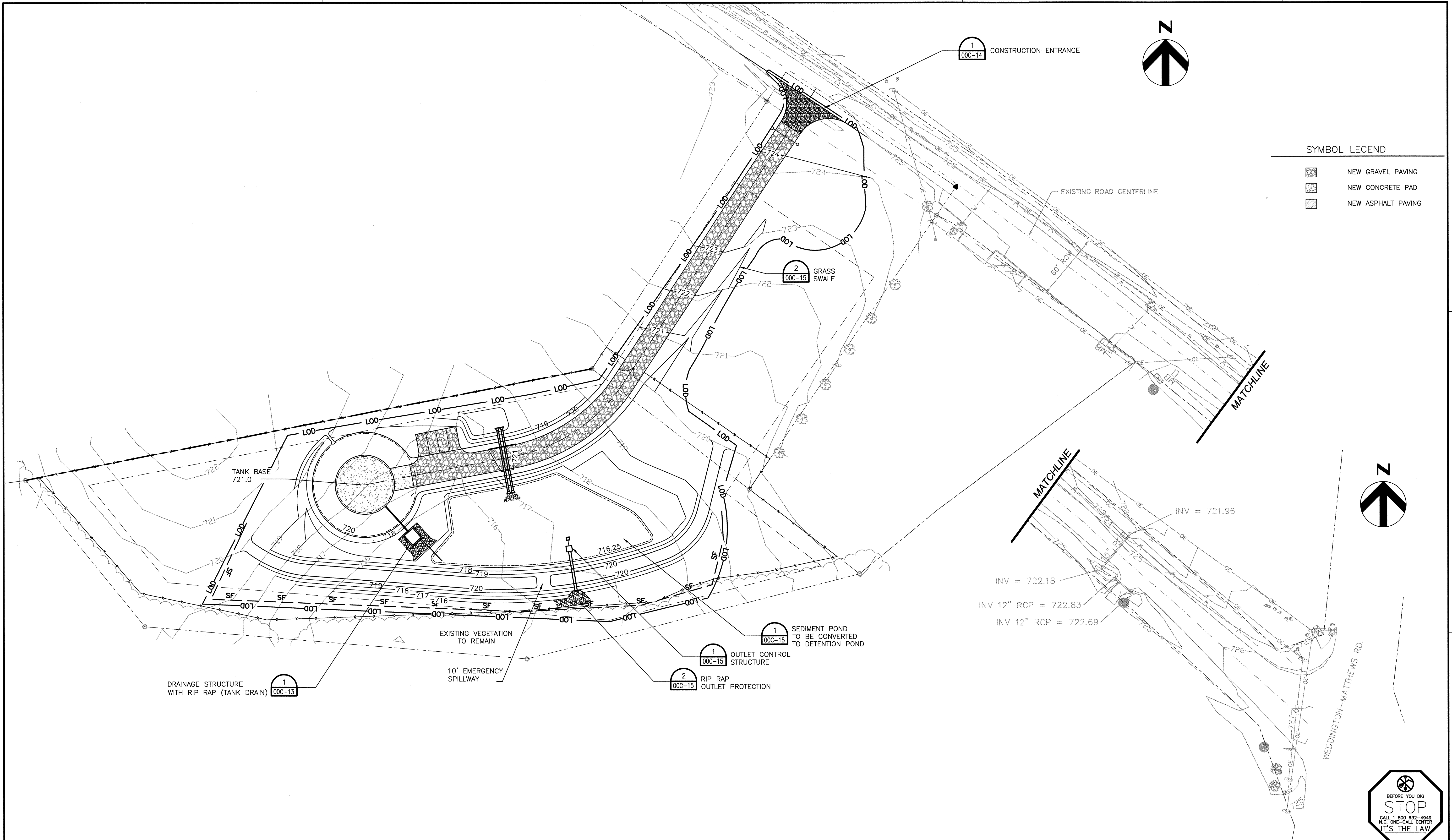
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4



SYMBOL LEGEND

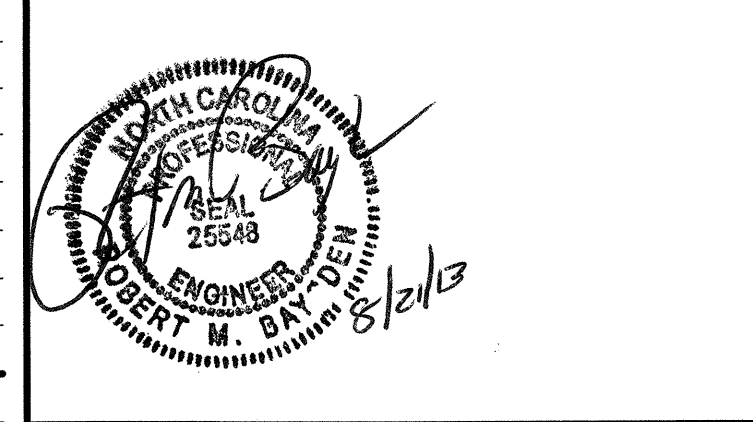
-  NEW GRAVEL PAVING
-  NEW CONCRETE PAD
-  NEW ASPHALT PAVING




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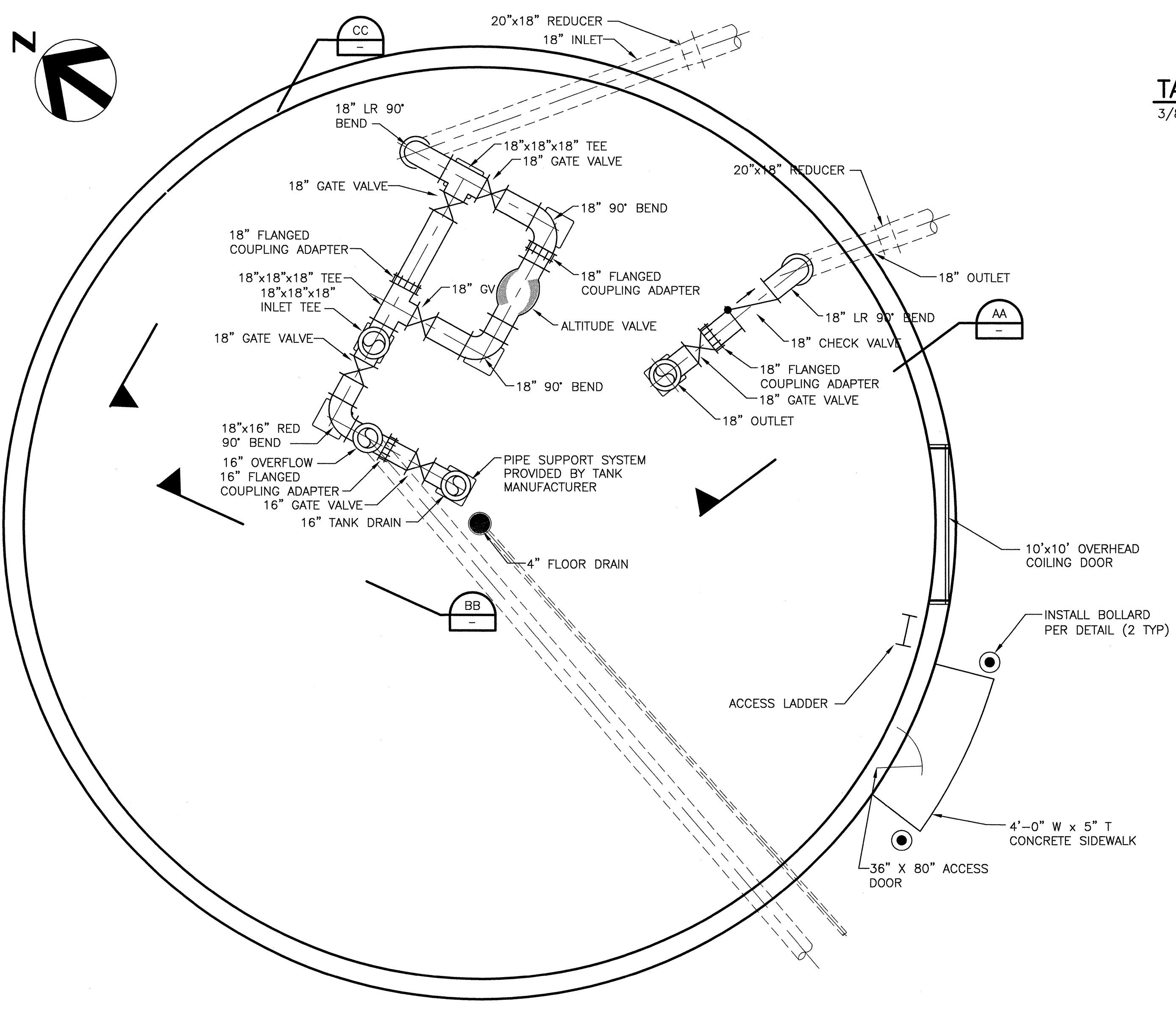
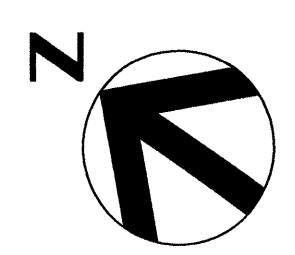
EROSION CONTROL PLAN
PHASE II

Scale: 1" = 40'

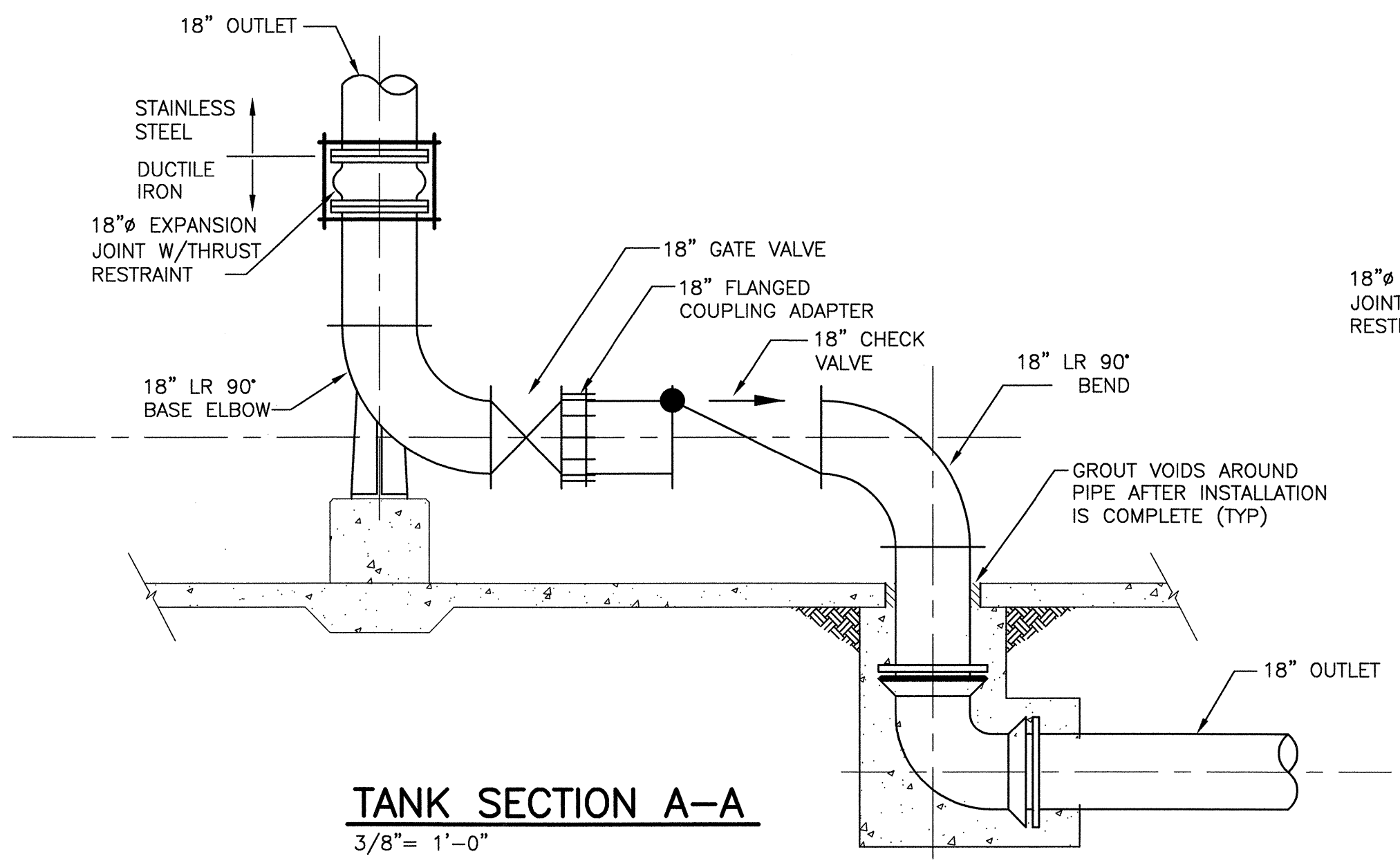
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SCALE: 1"=40'

SHEET: **00C-06**

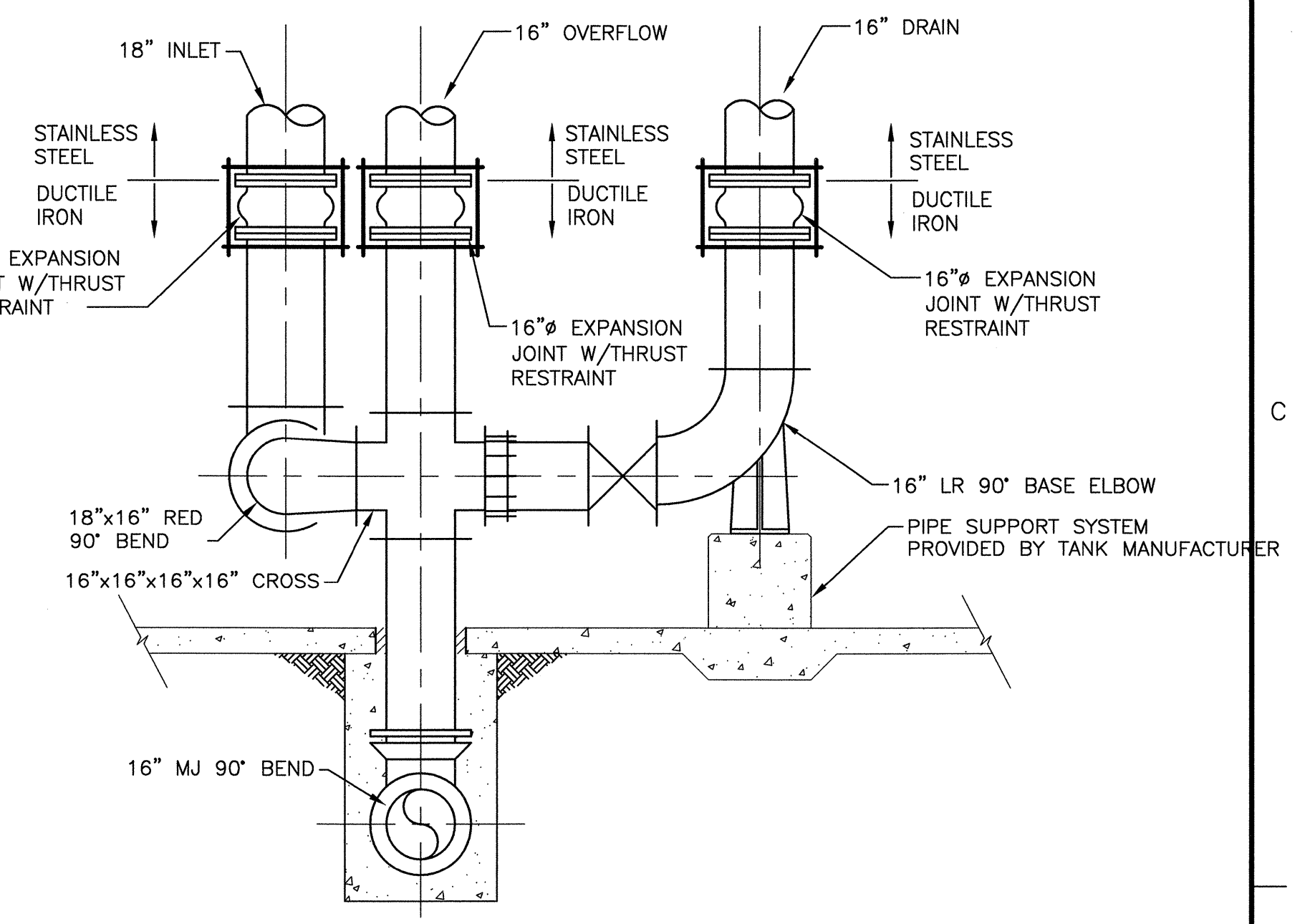
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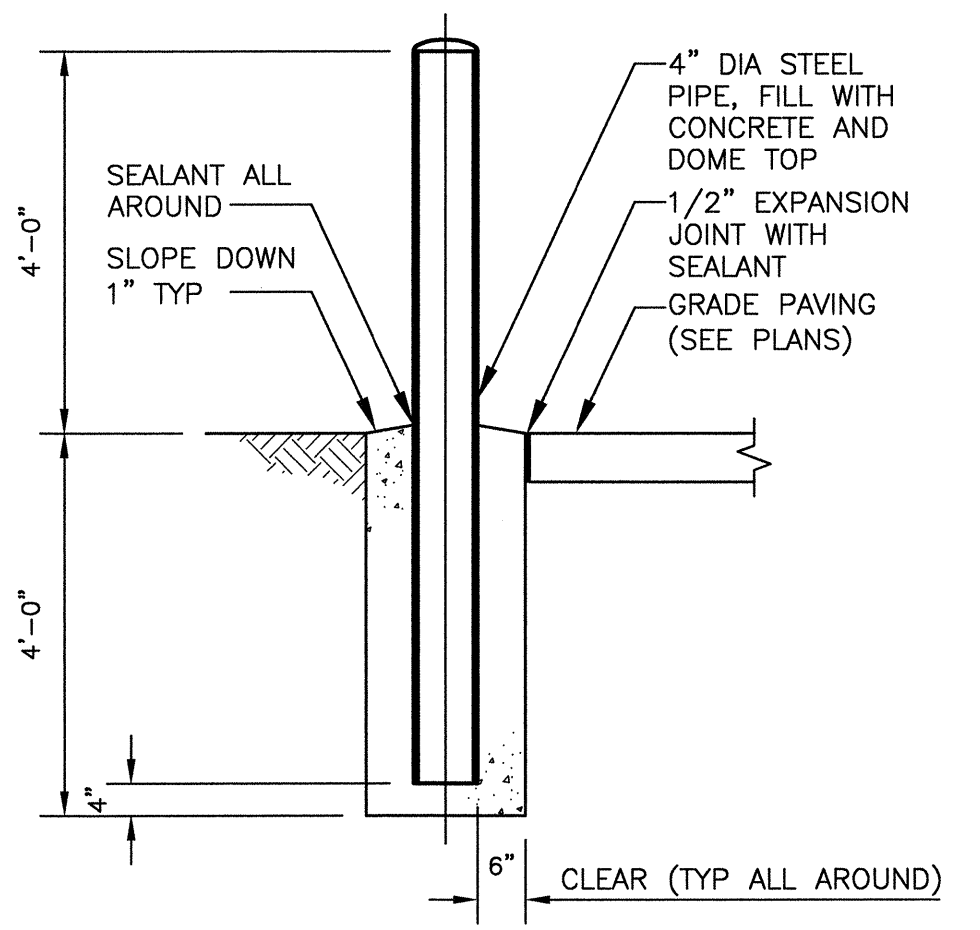
TANK PLAN
3/16" = 1'-0"



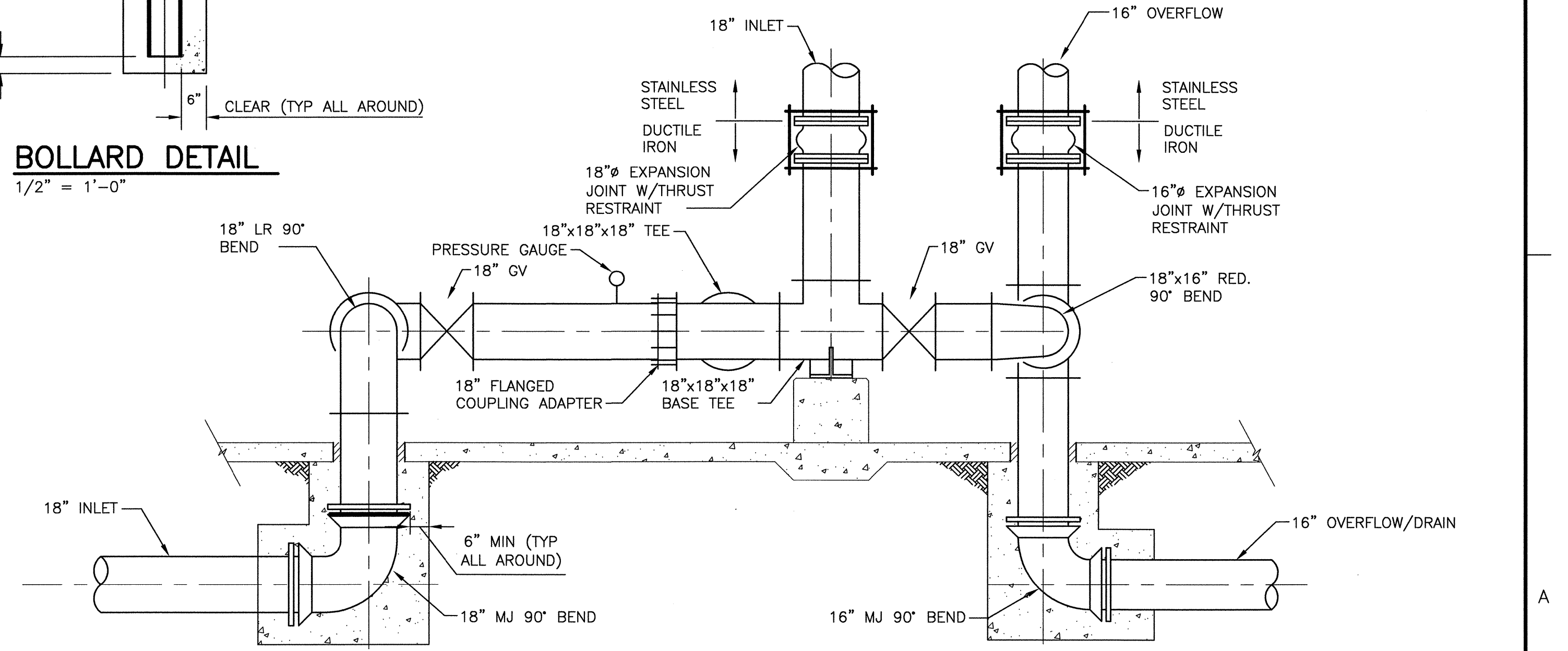
TANK SECTION A-A
3/8" = 1'-0"



TANK SECTION B-B
3/8" = 1'-0"



BOLLARD DETAIL
1/2" = 1'-0"

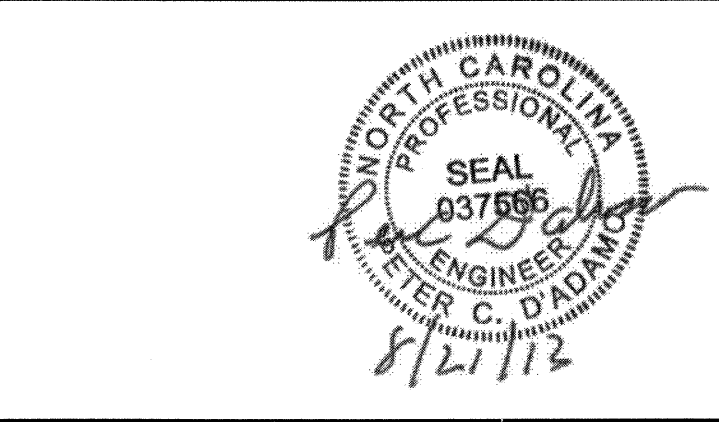


TANK SECTION C-C
3/8" = 1'-0"



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DRAWN	
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TANK PIPING PLAN	
0 1" 2"	FILENAME: OOC-07.dwg
SCALE: AS NOTED	SHEET: 00C-07

GENERAL SYMBOLS

GENERAL SYMBOLS

GENERAL ABBREVIATIONS

PROJECT NOTES

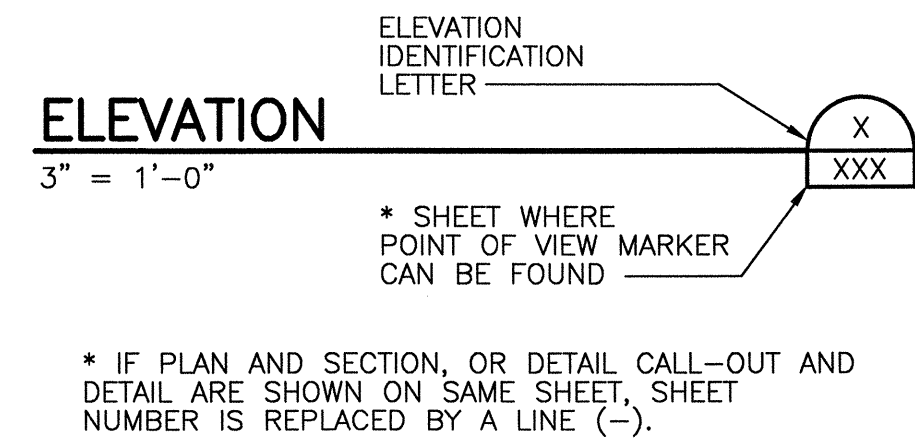
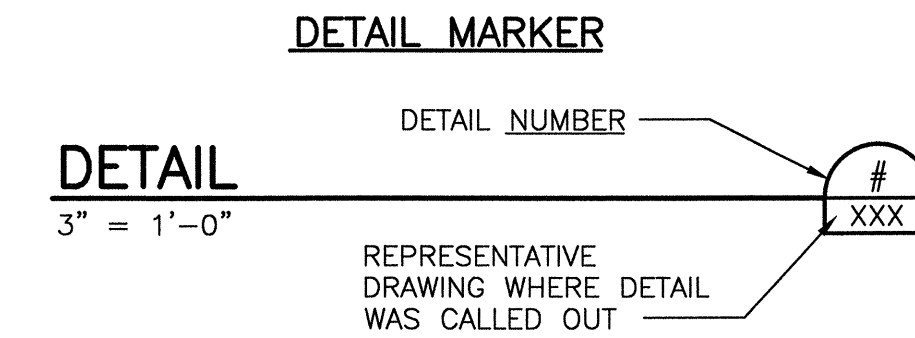
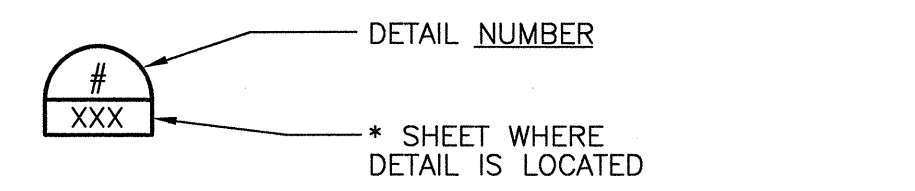
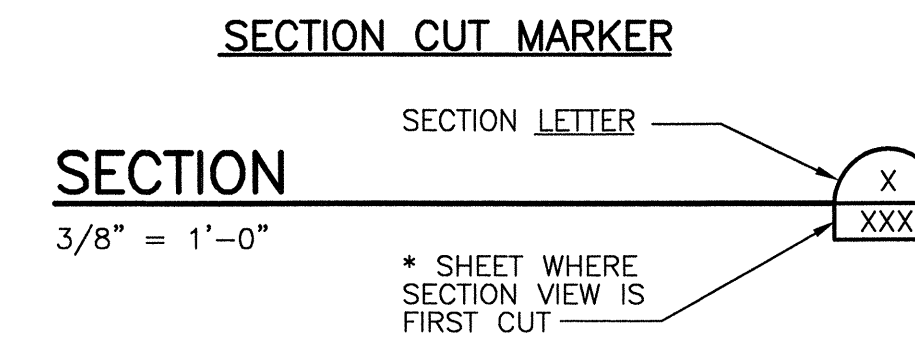
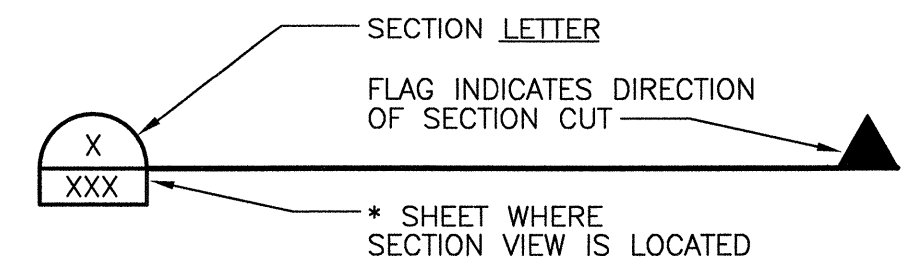
ARCHITECTURAL

- ROOM NUMBER
- DOOR NUMBER
- COLUMN GRID LINE
- WALL TYPE
- WINDOW TYPE
- LOUVER
- GLASS TYPE

KEY NOTE DESIGNATION

- KEY NOTE NUMBER
- PROJECT NORTH ARROW
- CENTER LINE
- STORMWATER DIRECTIONAL FLOW

- | | | |
|----------|----------|--|
| EXISTING | PROPOSED | |
| | | TEMPORARY BENCH MARK (HORIZONTAL) |
| | | TEMPORARY BENCH MARK (VERTICAL) |
| | | STRUCTURES/BUILDING COMPONENTS |
| | | ROADWAY |
| | | CONTOUR |
| | | TREES, SHRUBS, OR BUSHES |
| | | TREE LINE (CLUSTER OR SHRUBS) |
| | | SLOPE |
| | | COORDINATE |
| | | FIRE HYDRANT |
| | | VALVE |
| | | VALVE (NORMALLY CLOSED) |
| | | AIR RELEASE VALVE |
| | | PROPERTY LINE |
| | | NCDOT RIGHTS-OF-WAY |
| | | LIMITS OF CONSTRUCTION |
| | | FENCE |
| | | DITCH |
| | | SECONDARY ROAD, DRIVEWAY, PRIVATE ENTRANCE, ETC. |



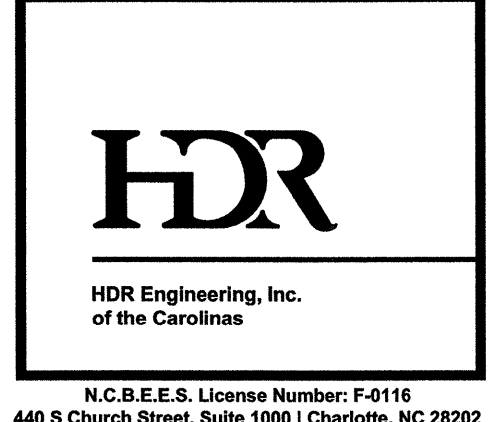
* IF PLAN AND SECTION, OR DETAIL CALL-OUT AND DETAIL ARE SHOWN ON SAME SHEET, SHEET NUMBER IS REPLACED BY A LINE (-).

EROSION CONTROL SYMBOLS

- BLOCK & GRAVEL INLET PROTECTION
- SILT FENCE
- TEMPORARY SEDIMENT TRAP
- CHECK DAM
- TEMPORARY STREAM CROSSING
- ROCK PILE INLET PROTECTION
- PERMANENT DIVERSION (GRADE TO DRAIN)
- TEMPORARY DIVERSION (GRADE TO DRAIN)

- | | | | |
|-----------|---------------------------------------|----------|--------------------------|
| ADD | ADDENDUM | S | SOUTH |
| AFG | ABOVE FINISHED GRADE | SCED | SCHEDULE |
| APPR | APPROXIMATE | SCP | SCREENINGS PRESS SECTION |
| ARCH | ARCHITECTURE OR ARCHITECT | SECT | SHEET |
| ARV | AIR RELEASE VALVE | SIM | SIMILAR |
| AUTO | AUTOMATIC | SPEC | SPECIFICATION |
| AVG | AVERAGE | SQ | SQUARE |
| BET | BETWEEN | SS,SST | STAINLESS STEEL STANDARD |
| BF | BLIND FLANGE | STD | STEEL |
| BFV | BUTTERFLY VALVE | STL | STRUCTURAL |
| BLDG | BUILDING | STR | STRUCTURE |
| BM | BENCH MARK | SUSP | SUSPEND |
| BOT OR B/ | BOTTOM | SWD | SUPPLY WALL DIFFUSER |
| BRG | BEARING | SYM | SYMMETRICAL SYSTEM |
| CB | CATCH BASIN | TC | TOP OF CURB |
| CH | CHAMFER | TELE | TELEPHONE |
| CIP | CAST IRON PIPE | THK/TH | THICK |
| CMP | CORRUGATED METAL PIPE | TS&V | TAPPING SLEEVE AND VALVE |
| CONT | CONTINUOUS | TYP | TYPICAL |
| CONTR | CONTRACTOR | UG | UNDERGROUND |
| CTD | CENTER, CENTERED | UON,UONO | UNLESS OTHERWISE NOTED |
| CTRL | CONTROL | VBX | VALVE BOX |
| CUFT | CUBIC FOOT | VERT | VERTICAL |
| DEM | DEMOLITION | W | WEST |
| DET | DETAIL | WD | WOOD |
| DI | DUCTILE IRON | WP | WEATHERPROOF |
| DIA | DIAMETER | W/W | WITH |
| DIM | DIMENSION | W/O | WITHOUT |
| DIV | DIVISION | | |
| DWG | DRAWING | | |
| E | EAST | | |
| EA | EACH | | |
| EL | ELEVATION | | |
| ELL | ELBOW | | |
| ENCL | ENCLOSURE | | |
| EQ | EQUAL | | |
| EST | ESTIMATE | | |
| EW | EACH WAY | | |
| EXIST | EXISTING | | |
| EXPO | EXPOSED | | |
| FDN | FOUNDATION | | |
| FLG | FLANGE | | |
| FM | FORCE MAIN | | |
| FOB | FLAT ON BOTTOM | | |
| FOT | FLAT ON TOP | | |
| FT | FOOT OR FEET | | |
| FUT | FUTURE | | |
| FWD | FORWARD | | |
| GPM | GALLONS PER MINUTE | | |
| GRD | GROUND | | |
| HORIZ | HORIZONTAL | | |
| HPT | HIGH POINT | | |
| HT | HEIGHT | | |
| ID | INSIDE DIAMETER OR INTERIOR DIMENSION | | |
| IE | INVERT ELEVATION | | |
| IG | ISOLATED GROUND | | |
| IN | INCHES | | |
| INC | INCLUDING | | |
| INSTL | INSTALL, INSTALLATION | | |
| LPT | LOW POINT | | |
| MATL | MATERIAL | | |
| MAX | MAXIMUM | | |
| MFR | MANUFACTURER | | |
| MGD | MILLION GALLONS PER DAY | | |
| MH | MANHOLE | | |
| MIN | MINIMUM | | |
| MISC | MISCELLANEOUS | | |
| N | NORTH | | |
| NIC | NOT IN CONTRACT | | |
| NO | NORMALLY OPEN/NUMBER | | |
| NOM | NOMINAL | | |
| NTS | NOT TO SCALE | | |
| OA | OVERALL | | |
| OC,O/C | ON CENTER | | |
| OD | OUTSIDE DIAMETER | | |
| OH | OVERHEAD | | |
| PED | PEDESTAL | | |
| PNT | PAINT | | |
| PSF | POUNDS PER SQUARE FOOT | | |
| PSI | POUNDS PER SQUARE INCH | | |
| PSIG | POUNDS PER SQUARE INCH GAUGE | | |
| PT | POINT | | |
| PVMT | PAVEMENT | | |
| PWR | POWER | | |
| RAD | RADIUS | | |
| REF | REFERENCE | | |
| REINF | REINFORCED, REINFORCING | | |
| REOD | REQUIRED | | |
| REV | REVISED, REVISION | | |
| RO | ROUGH OPENING | | |
| ROW | RIGHT OF WAY | | |

1. LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED BASED ON THE BEST INFORMATION AVAILABLE. THESE LOCATIONS ARE NOT INTENDED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY ASSOCIATED WITH THE WORK UNDER THIS PROJECT AND FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL HEALTH AND SAFETY LAWS, CODES, REGULATIONS, AND ORDINANCES INCLUDING BUT NOT LIMITED TO THOSE CURRENTLY MANDATED BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
3. ANY AGREEMENT BETWEEN THE CONTRACTOR AND PROPERTY OWNERS SHALL BE MADE IN WRITING AND COPIED TO UNION COUNTY.
4. CONTRACTOR TO REPAIR/REPLACE ALL STATE MAINTAINED PAVEMENT DAMAGED BY CONSTRUCTION ACTIVITIES TO SATISFACTION OF NCDOT. NO SEPARATE PAYMENT SHALL BE MADE FOR PAVEMENT REPAIR EXCEPT AS NOTED ON PLANS.
5. CONTRACTOR SHALL INSTALL TRACER WIRE ON ALL BURIED WATER PIPING.
6. IN THE EVENT OF DAMAGE TO EXISTING UTILITIES, CONTRACTOR SHALL STOP WORK IMMEDIATELY, TAKE NECESSARY PRECAUTIONS TO PREVENT INJURY OR FURTHER DAMAGE, AND NOTIFY PROPER AUTHORITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING/REPAIRING ALL EXISTING STRUCTURES, CONDUITS, OR OTHER UTILITIES DAMAGED BY CONTRACTOR'S OPERATIONS AT NO COST TO OWNER.
7. THE CONTRACTOR SHALL RECONSTRUCT ALL ROAD SHOULDERS, DRAINAGE DITCHES AND SWALES DISTURBED BY CONSTRUCTION ACTIVITIES TO THEIR ORIGINAL GRADE AND LOCATION.
8. TESTING, CLEANING, AND DISINFECTION:
 - A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING PROVISIONS FOR TEST SECTIONS AND/OR OTHER FACILITIES REQUIRED FOR TESTING THE PIPELINE. SUCH FACILITIES WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO THE UNIT PRICE BID FOR THE PIPE.
 - B. LIMITED WATER WILL BE AVAILABLE FOR TESTING OF NEW MAIN AND TANK.
 - C. SEE SPECIFICATION SECTION 02660 AND 15060 FOR ADDITIONAL INFORMATION.
9. PIPE JOINT DEFLECTIONS SHALL BE NO GREATER THAN 80% OF THE MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION. UNLESS OTHERWISE NOTED ON THE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER WHEN JOINTS OR FITTINGS NOT SHOWN ARE REQUIRED.
10. ALL HOLES, TRENCHES, AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, LIGHTS OR OTHER PROTECTIVE DEVICES.
11. ALL ROCKS, BRUSH, TIMBER, AND OTHER DEBRIS THAT IS CLEARED FROM THE PROPERTY SHALL BE REMOVED FROM THE PREMISES AND SHALL NOT BE PLACED ON ADJOINING LANDS.
12. EXCESS/UNSUITABLE SPOIL TO BE REMOVED FROM SITE. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL SUBMIT THE OFF-SITE SPOIL LOCATIONS TO BE USED AND PROVIDE DOCUMENTATION OF EROSION CONTROL MEASURES TO BE PROVIDED DURING DISPOSAL OPERATIONS. CONTRACTORS OFF-SITE SEDIMENT CONTROL MEASURES MUST BE APPROVED BY NCDENR PRIOR TO SPOIL DISPOSAL.
13. ALL TREE PROTECTION AND EROSION AND SEDIMENTATION CONTROLS SHALL BE IMPLEMENTED BEFORE CONSTRUCTION COMMENCES AND SHALL NOT BE REMOVED UNTIL RE-VEGETATION HAS BEEN ESTABLISHED.
14. THERE IS NO PAY ITEM FOR DEWATERING AND NO SEPARATE PAYMENT WILL BE MADE FOR DEWATERING. ANY DEWATERING OF THE TRENCH REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCIDENTAL TO THE UNIT PRICE BID FOR THE PIPE.



ISSUE	DATE	DESCRIPTION
2	08/2013	TOWN OF WEDDINGTON COMMENTS
1	07/2013	APPLIED FOR CONDITIONAL USE PERMIT

PROJECT MANAGER:	PETE D'ADAMO, PE
DESIGNER:	R. BAYSDEN, PE
CHECKED:	
DRAWN:	
PROJECT NUMBER:	00000000053016



Union County Public Works
Weddington Elevated Storage Tank

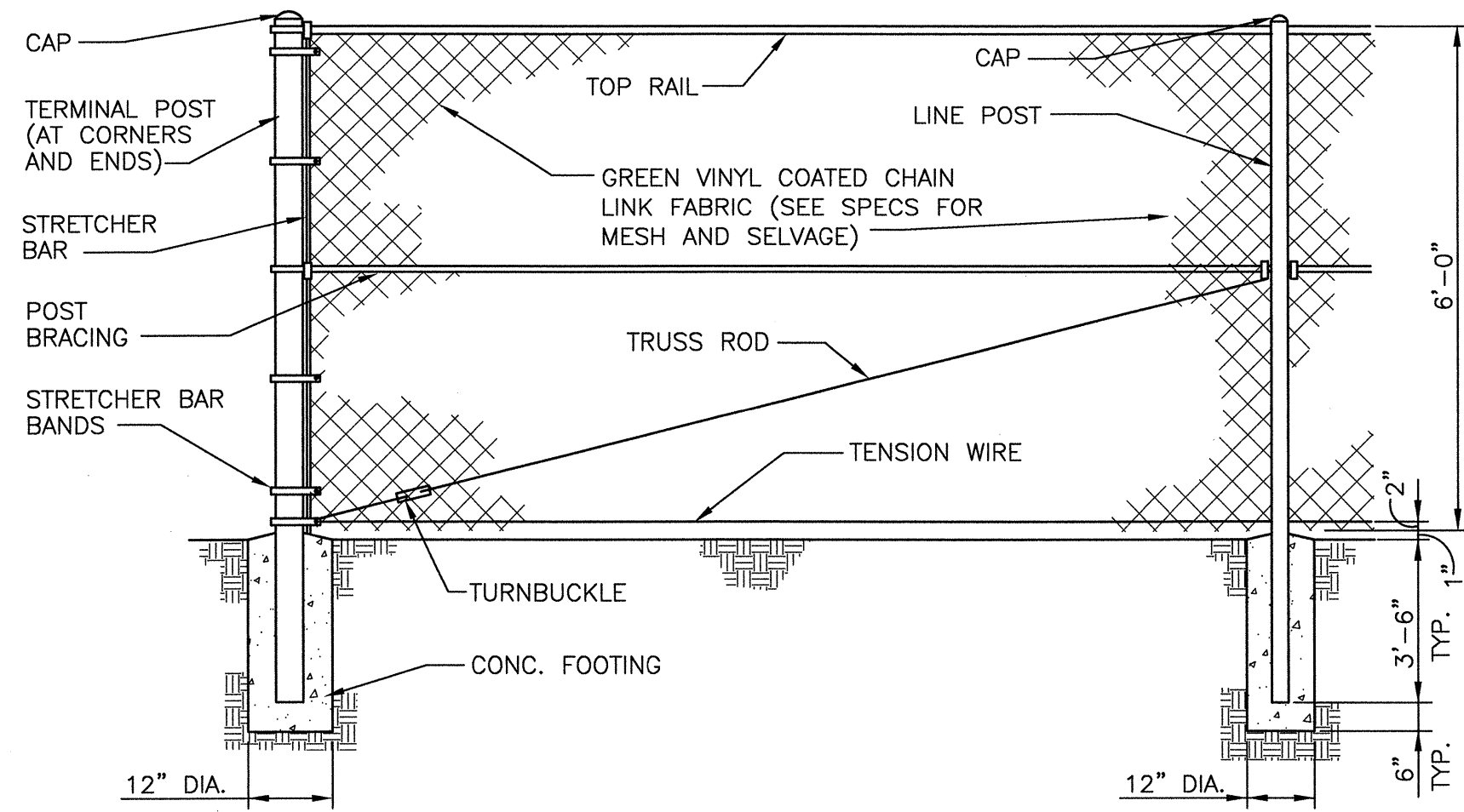
Union County North Carolina

GENERAL LEGEND AND PROJECT NOTES

0 1" 2"

FILENAME	00C-08.dwg	SHEET	00C-08
SCALE	AS NOTED		

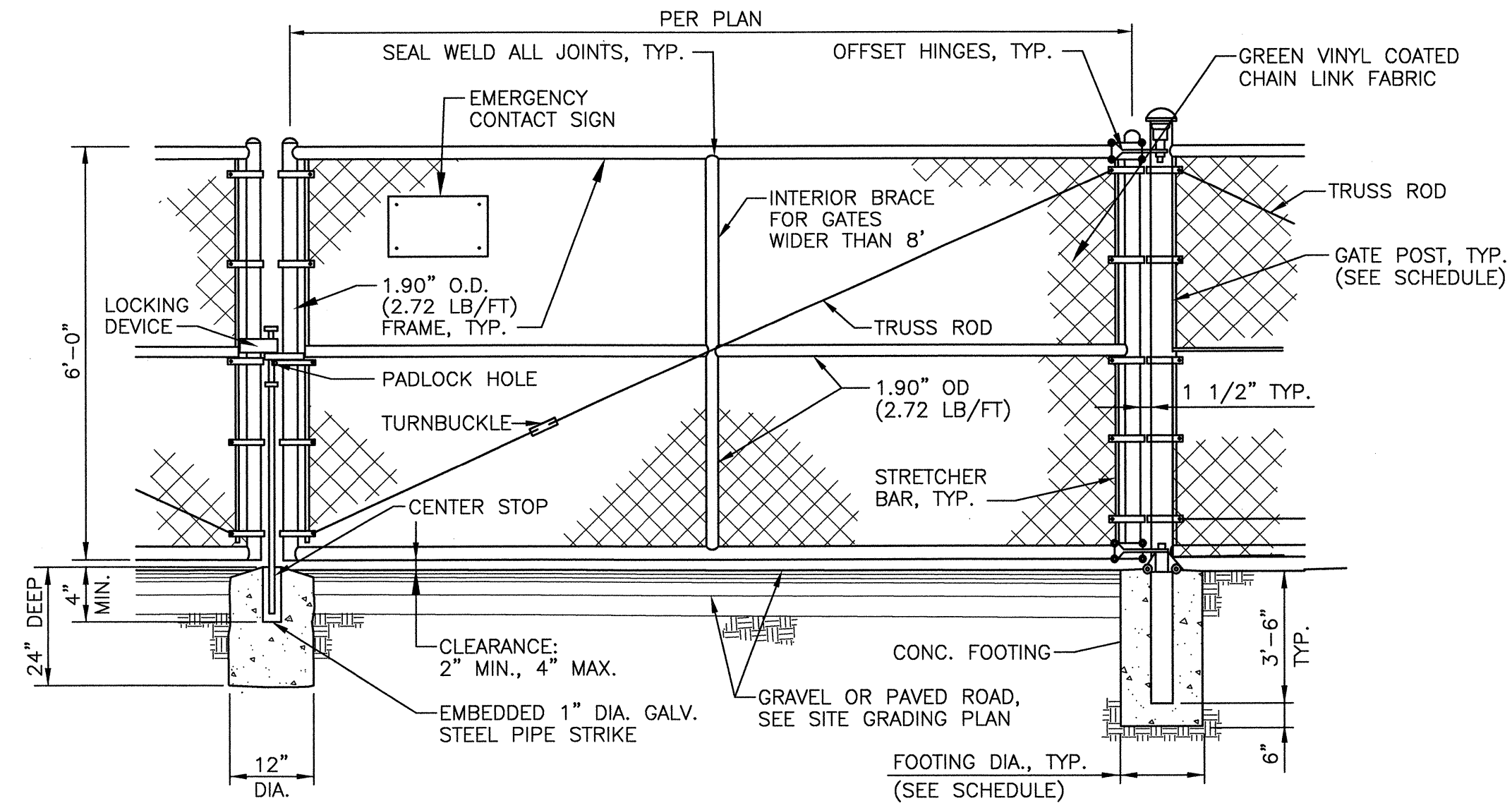
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TYPICAL ELEVATION

NOTES:

- 1. SEE SPECIFICATION SECTION 02444 FOR ADDITIONAL REQUIREMENTS.



NOTES:

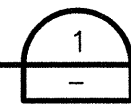
- 1. SINGLE LEAF GATES TO BE REINFORCED SIMILAR TO DOUBLE SWING GATE DETAIL.
- 2. PROVIDE WEATHERPROOF CONTACT SIGN WITH 24-HOUR EMERGENCY TELEPHONE NUMBER, TO BE MOUNTED ON ACCESS GATE WITH STAINLESS STEEL HARDWARE. COORDINATE THE TEXT ON THE SIGN WITH THE OWNER.
- 3. PROVIDE GATE STOP FOR EACH GATE.

GATE POST SCHEDULE

LEAF SPAN	POST O.D.	WEIGHT	CONC. FOOTING
UP TO 4'	2 7/8"	5.79 LB/FT	24" DIA.
6' TO 13'	4"	9.11 LB/FT	24" DIA.
13' TO 18'	6 5/8"	18.97 LB/FT	36" DIA.
OVER 18'	8 5/8"	28.55 LB/FT	48" DIA.

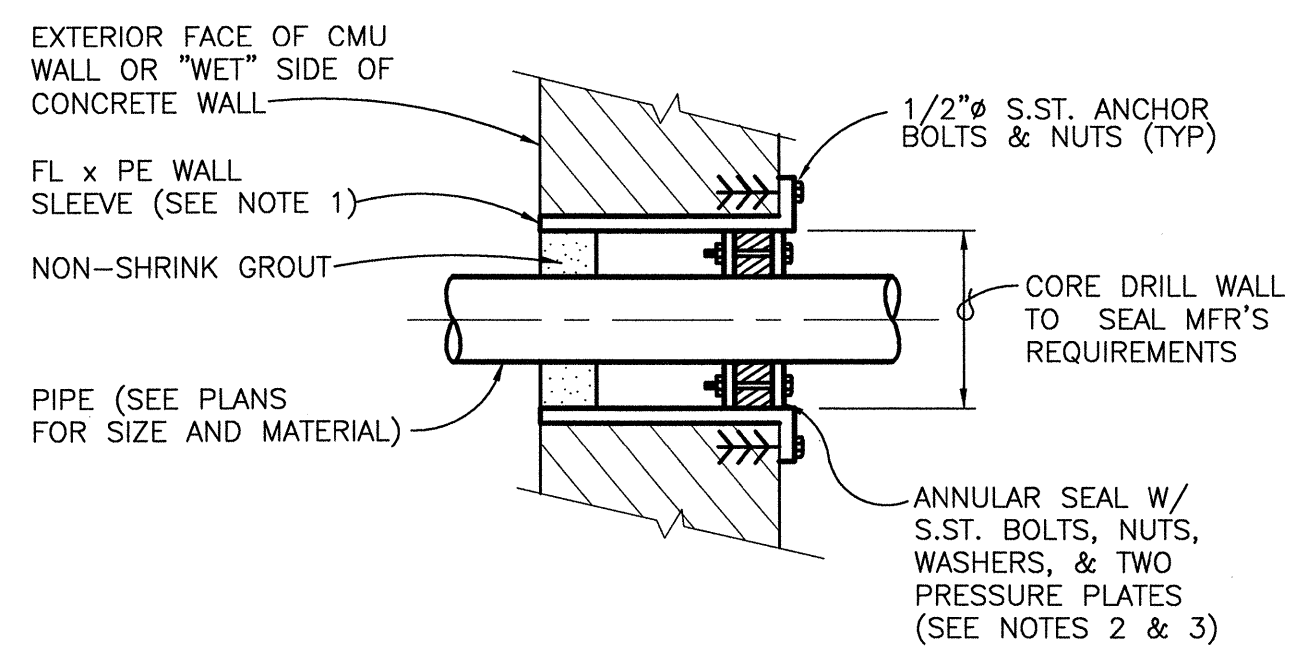
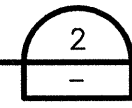
CHAIN LINK FENCE DETAIL

NOT TO SCALE



CHAIN LINK GATE DETAIL

NOT TO SCALE

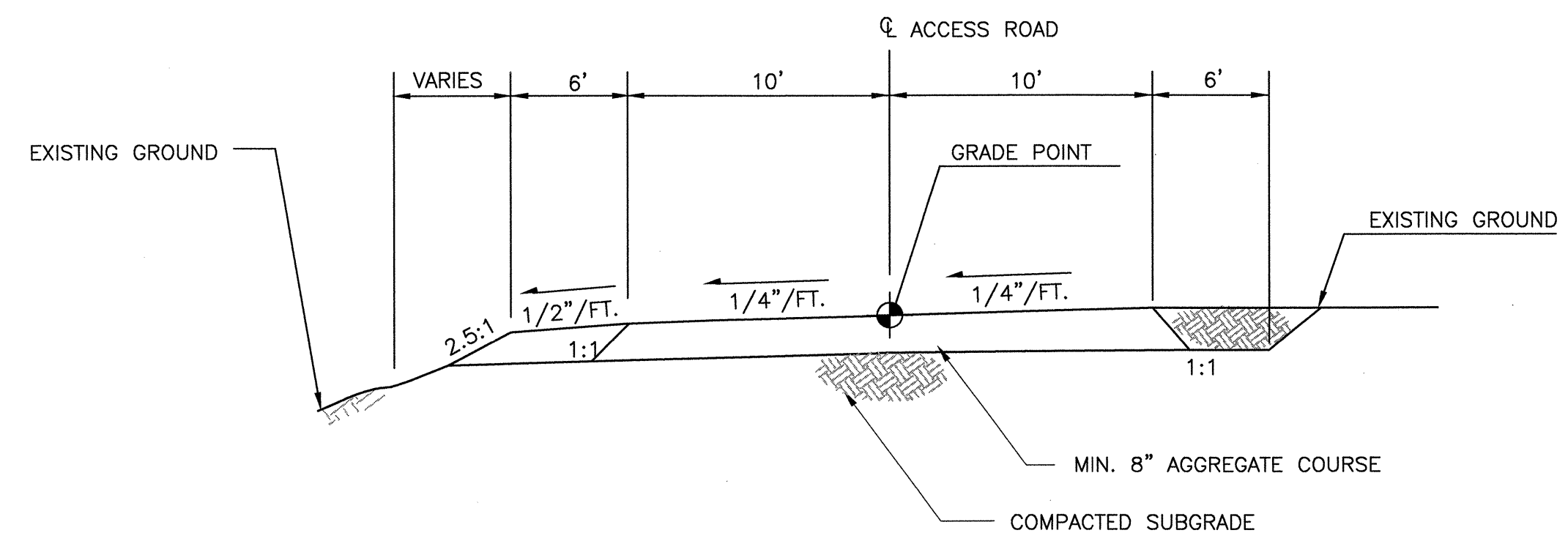
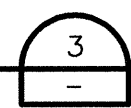


NOTES:

- 1. THE INSIDE DIAMETER OF EACH WALL SLEEVE SHALL BE OF THE SIZE RECOMMENDED BY MANUFACTURER TO FIT THE PIPE OR CONDUIT AND THE WALL SEAL ASSEMBLY TO ASSURE A WATER-TIGHT JOINT. WALL SHALL BE COATED IN ACCORDANCE WITH SECTION 09905.
- 2. THE PIPE TO SLEEVE PENETRATION CLOSURES SHALL BE OF THE MODULAR MECHANICAL TYPE, CONSISTING OF INTERLOCKING SYNTHETIC RUBBER LINKS SHAPED TO FILL THE ANNULAR SPACE BETWEEN THE PIPE AND WALL SLEEVE. A PRESSURE PLATE SHALL BE PROVIDED UNDER EACH BOLT HEAD AND NUT, WITH THE SEAL CONSTRUCTED TO PROVIDE ELECTRICAL INSULATION BETWEEN PIPE AND WALL SLEEVE.
- 3. WALL SEAL ASSEMBLY SHALL BE "LINK SEAL" AS MANUFACTURED BY THUNDERLINE CORP., WAYNE, MICHIGAN, OR APPROVED EQUAL.

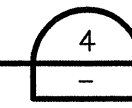
WALL PENETRATION DETAIL

NOT TO SCALE



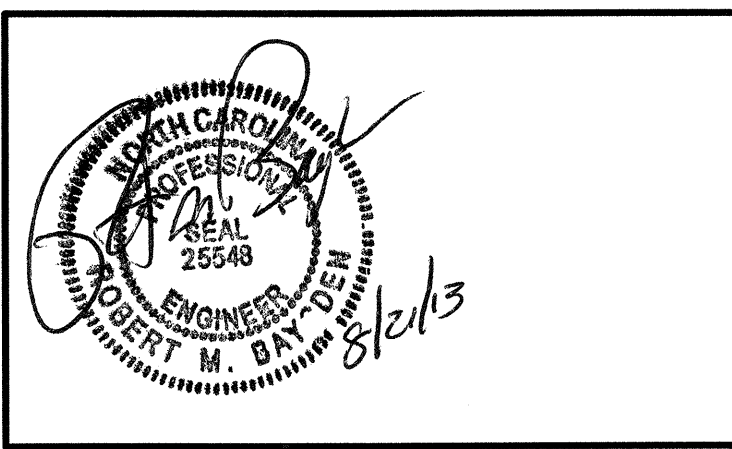
ACCESS ROAD DETAIL (LESS THAN 12" FILL)

NOT TO SCALE



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DESIGNER	R. BAYSDEN, PE
CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016



Union County Public Works
Weddington Elevated Storage Tank

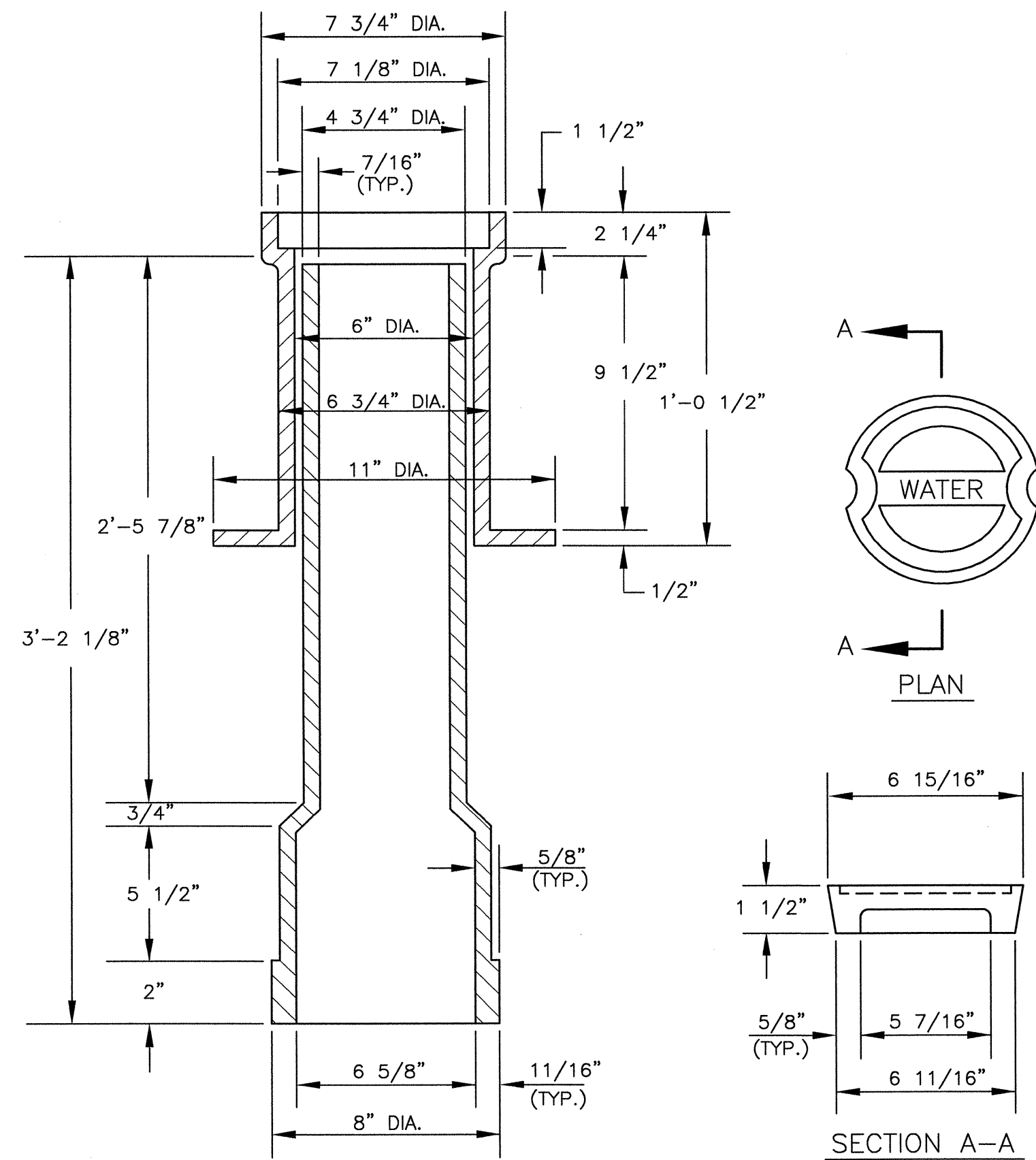
Union County North Carolina

STANDARD DETAILS

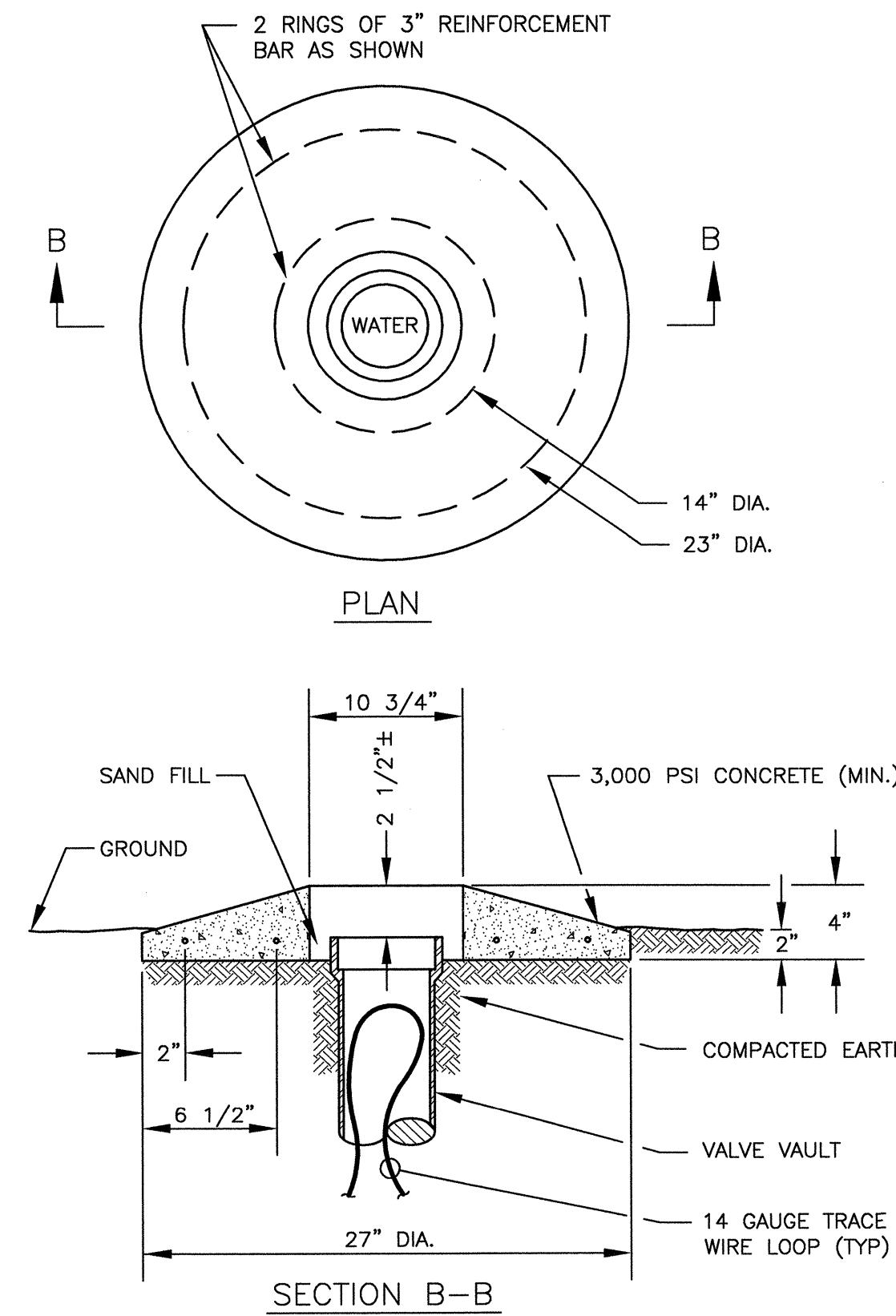
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SCALE: NO SCALE

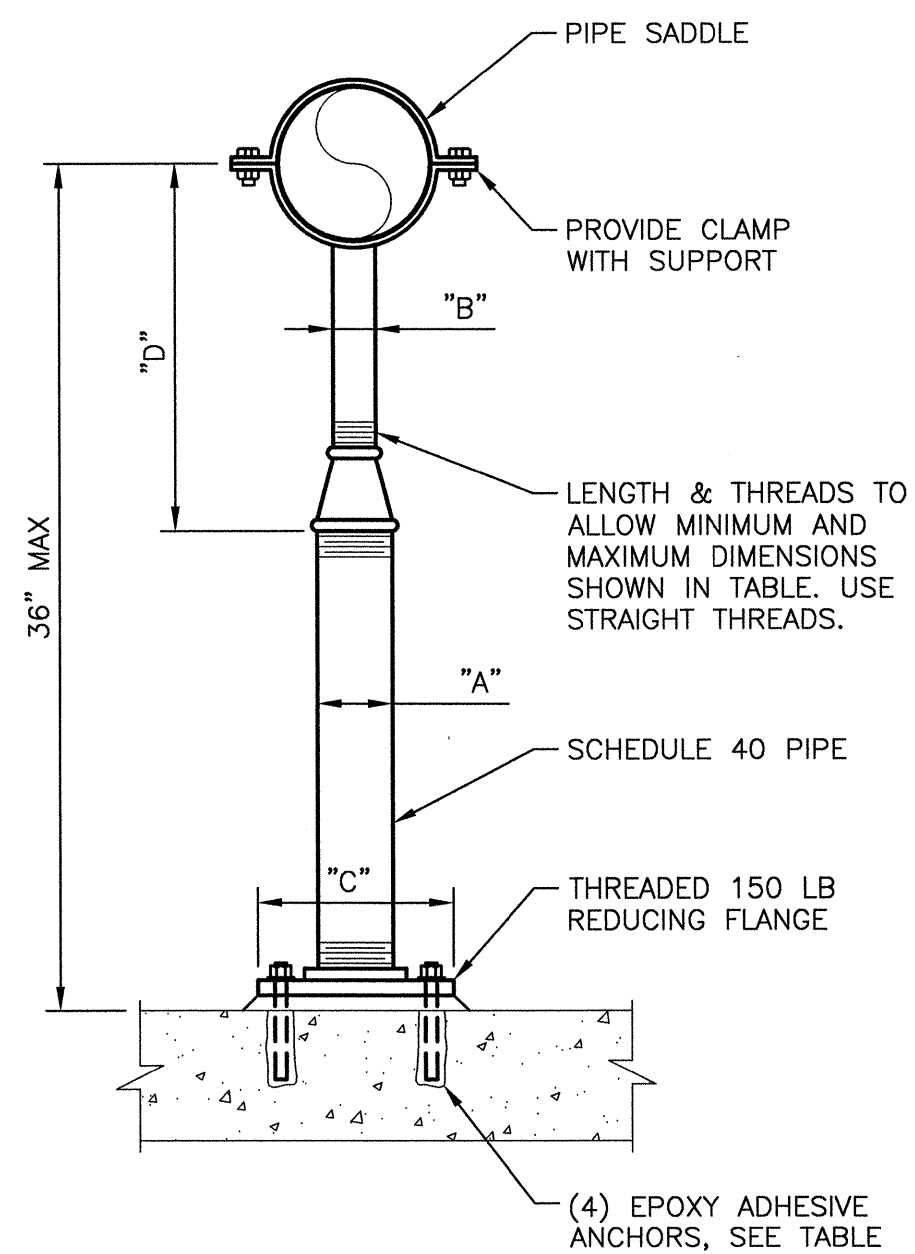
SHEET: 00C-09



STANDARD TELESCOPIC VALVE BOX DETAIL
NOT TO SCALE

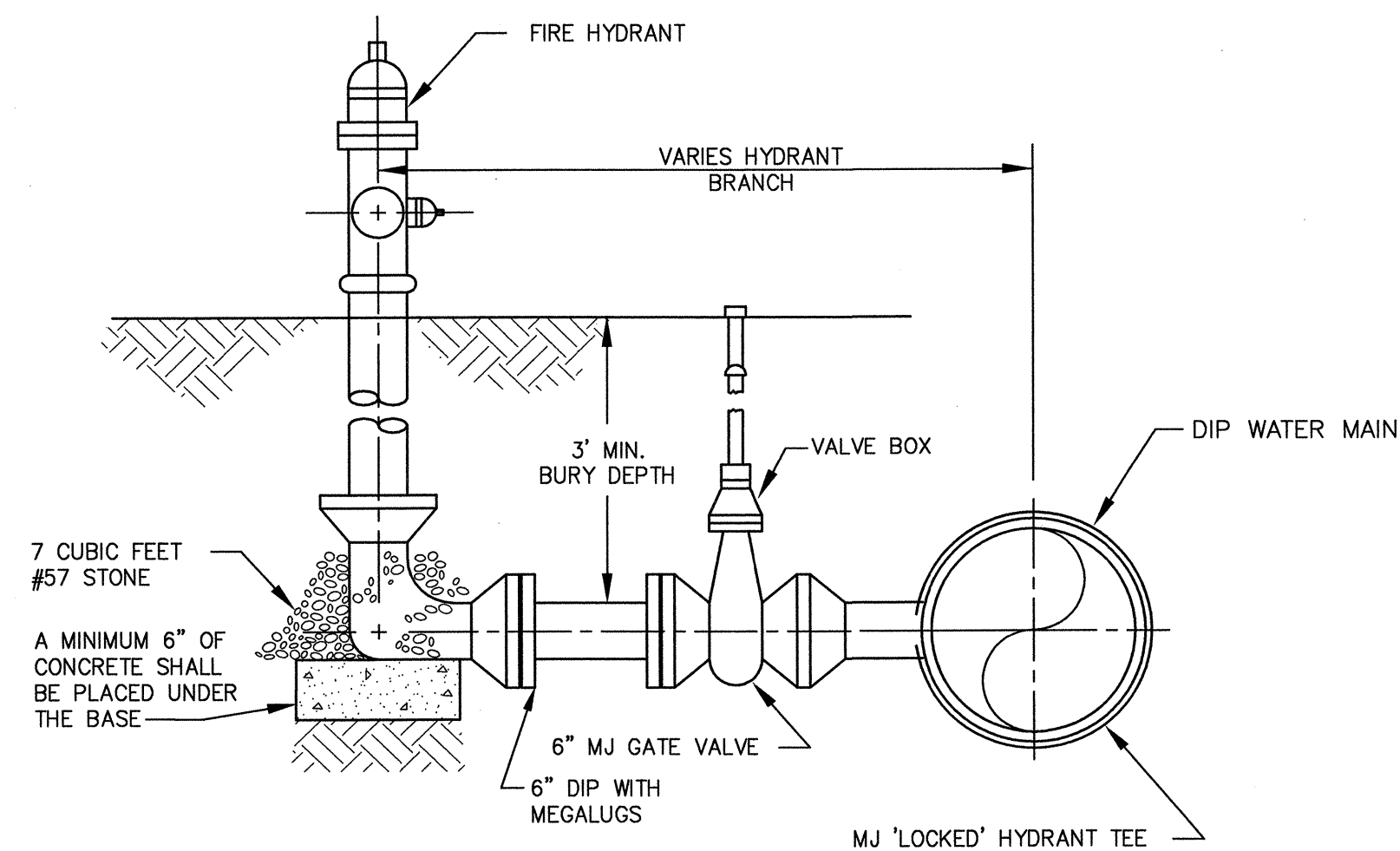


PROTECTIVE RING DETAIL
NOT TO SCALE



FLOOR PIPE SUPPORT PS-1 DETAIL
NOT TO SCALE

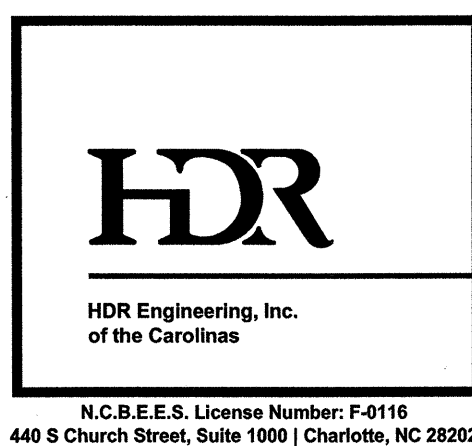
PIPE SIZE	FLOOR PIPE SUPPORT SCHEDULE DIMENSIONS IN INCHES				ANCHORS		
	"A"	"B"	"C"	"D"		DIA	EMBED
				MINIMUM	MAXIMUM		
≤ 2 1/2	2 1/2	1 1/2	9	8	13	5/8	5
3	2 1/2	1 1/2	9	8 1/2	13 1/2	5/8	5
3 1/2	2 1/2	1 1/2	9	8 1/2	13 1/2	5/8	5
4	3	2 1/2	9	9 1/2	14	5/8	5
6	3	2 1/2	9	10 1/2	15 1/2	5/8	5
8	3	2 1/2	9	11 1/2	16 1/2	5/8	5
10	3	2 1/2	9	13 1/2	18 1/2	5/8	5
12	3	2 1/2	9	15	19 1/2	5/8	5
14	4	3	11	16 1/2	20 1/2	3/4	6 5/8
16	4	3	11	17 1/2	22 1/2	3/4	6 5/8
18	6	3 1/2	13 1/2	19 1/2	24	3/4	6 5/8
20	6	3 1/2	13 1/2	21	25 1/2	3/4	6 5/8
24	6	4	13 1/2	23 1/2	28 1/2	3/4	6 5/8
30	6	4	13 1/2	27	31 1/2	3/4	6 5/8
32	6	4	13 1/2	28 1/2	32 1/2	3/4	6 5/8
36	6	4	13 1/2	30 1/2	34 1/2	3/4	6 5/8



HYDRANT DETAIL
NOT TO SCALE

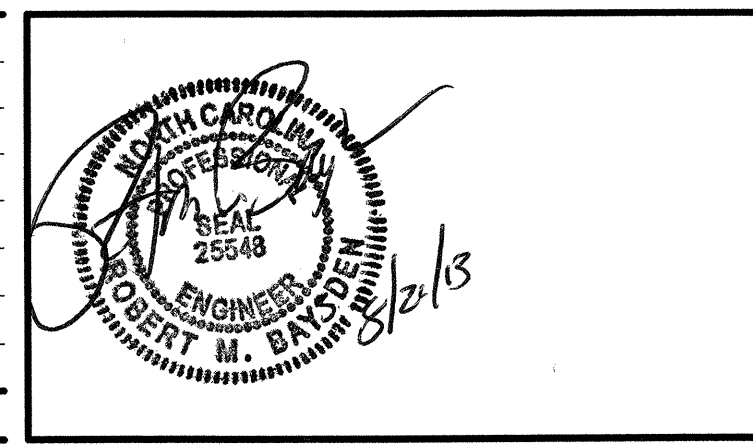
PAINT COLORS
BODY ----- RED
BONNET ----- WHITE
CAPS ----- WHITE

NOTES
1. DO NOT COVER ANY JOINT WITH CONCRETE.
2. BLOCKS SHALL BE PLACED AGAINST UNDISTURBED EARTH. DO NOT BLOCK WEEP HOLES ON HYDRANTS.



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CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016



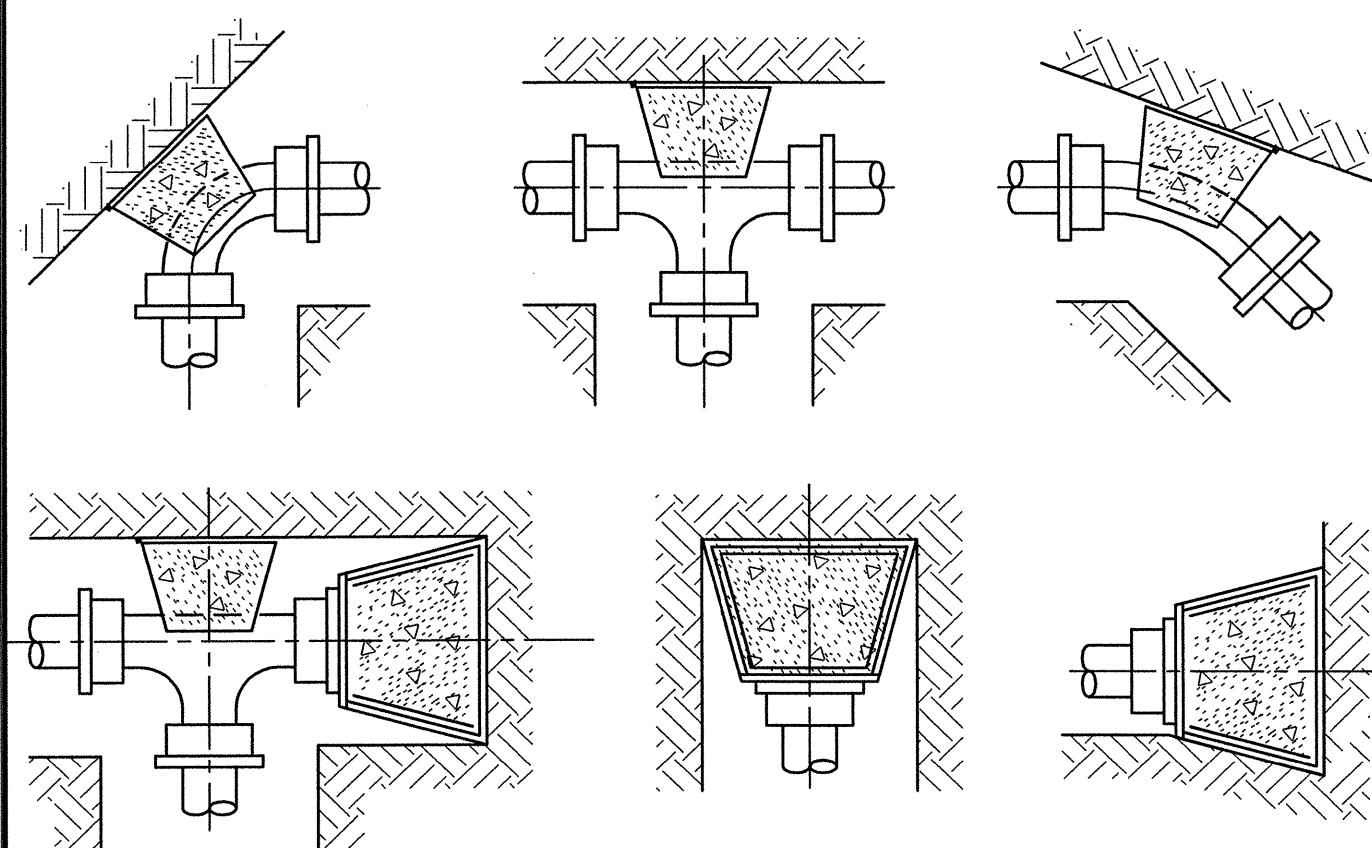
Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

STANDARD DETAILS

0 1" 2"

FILENAME	00C-10.dwg	SHEET	00C-10
SCALE	NO SCALE		



LEGEND
 POURED CONCRETE BLOCKS
 UNDISTURBED EARTH

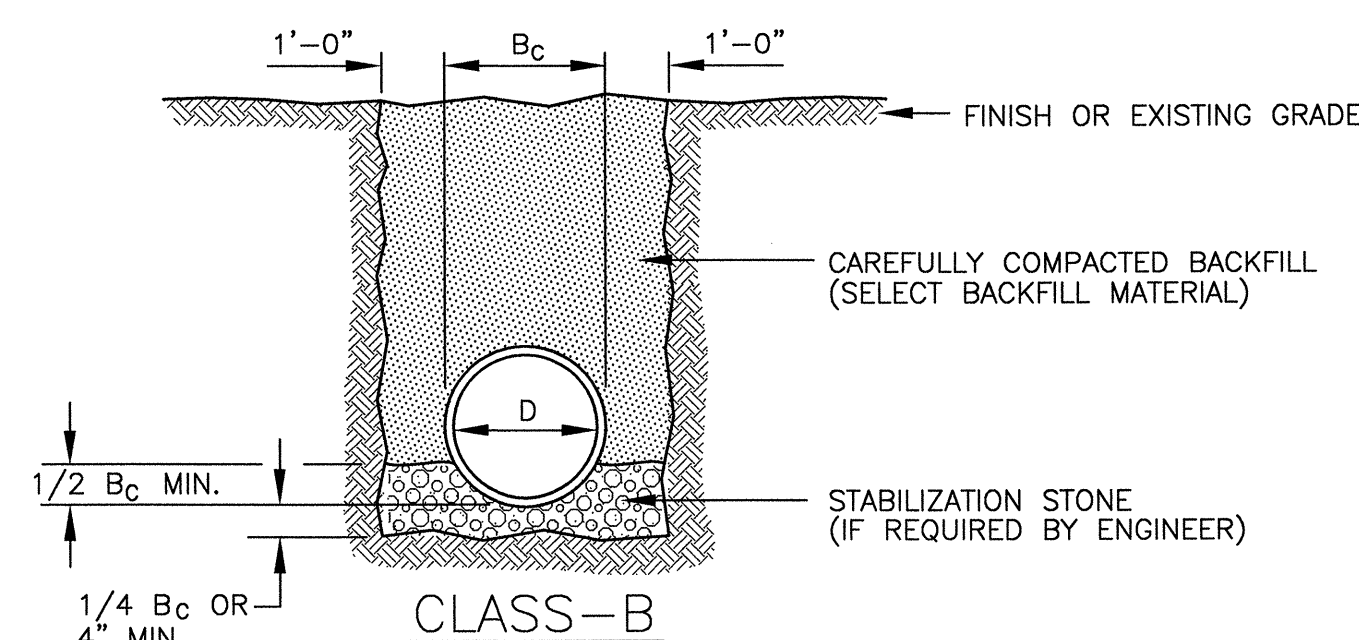
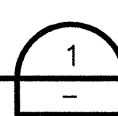
- NOTES**
 1. THESE DETAILS ARE FOR BOTH VERTICALLY & HORIZONTALLY LAID PIPE.
 2. POURED IN PLACE CONCRETE SHALL BE CLASS 3000.
 3. LEAVE JOINTS CLEAR OF CONCRETE FOR EASY ACCESS.
 4. POLYETHYLENE SHALL BE WRAPPED AROUND FITTINGS WHERE CONCRETE BLOCKING WILL EVENTUALLY BE REMOVED.
 5. FITTING FACTORS:

90°	1.41
PLUG	1.00
45°	0.77
22 1/2°	0.39
11 1/4°	0.20

REQUIRED AREA OF BLOCK FACE EARTH BEARING SHALL BE FIGURED AS FOLLOWS:
 WHERE:
 B = AREA OF BLOCK FACE (F²)
 A = AREA OF PIPE DIAMETER IN SQUARE INCHES.
 P = DESIGN WORKING PRESSURE, 150 PSI.
 C = FITTING FACTOR
 $B = \frac{P \cdot A \cdot C}{2000}$

CONCRETE BLOCKING DETAIL

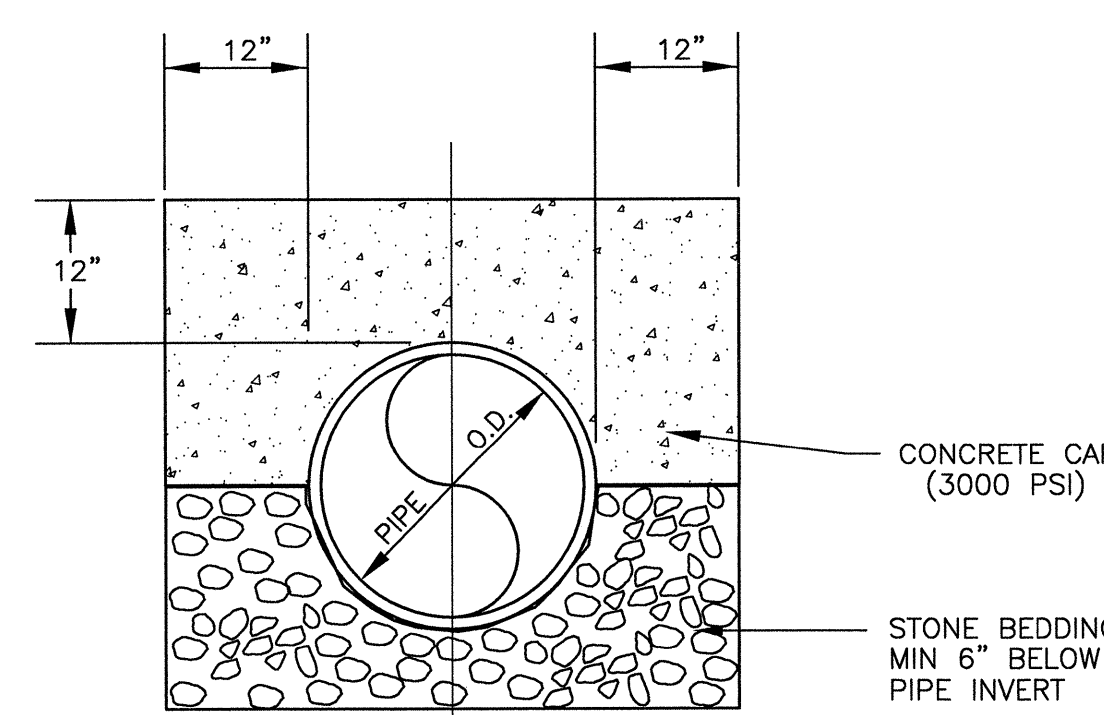
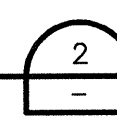
NOT TO SCALE



LEGEND
 B_c - OUTSIDE DIAMETER
 D - INSIDE DIAMETER

PIPE BEDDING DETAIL

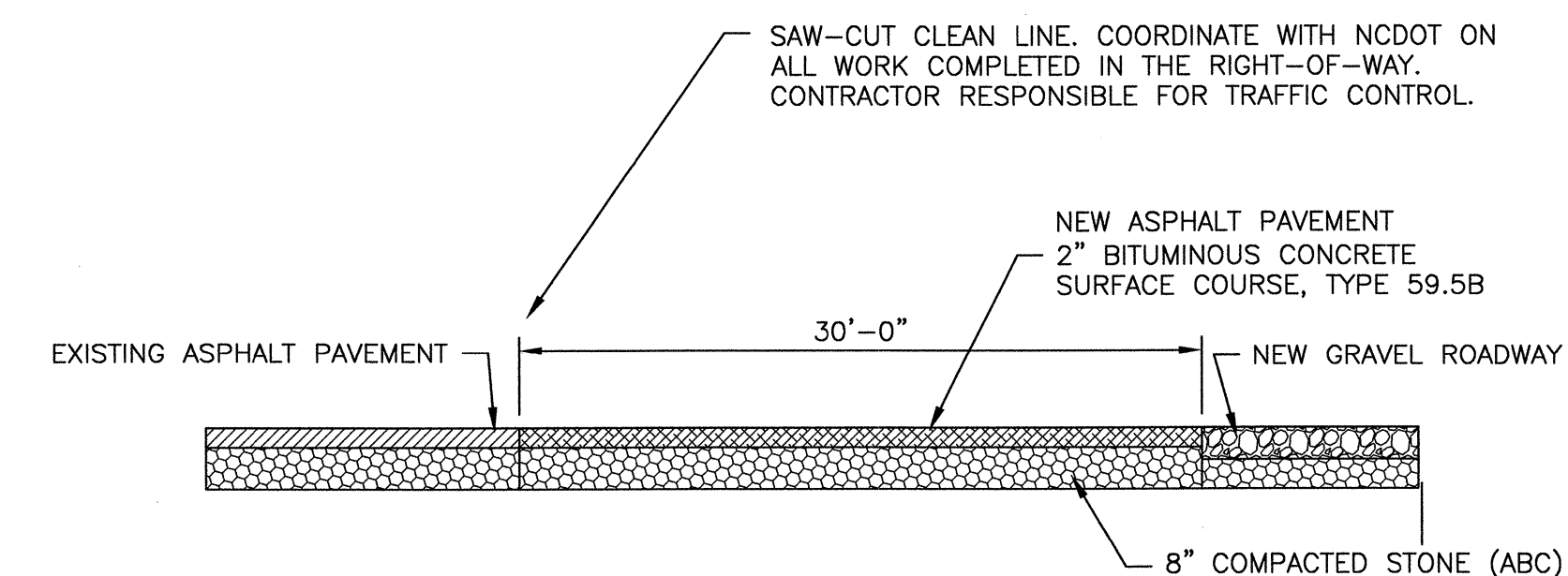
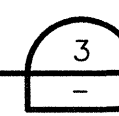
NOT TO SCALE



TYPICAL SECTION

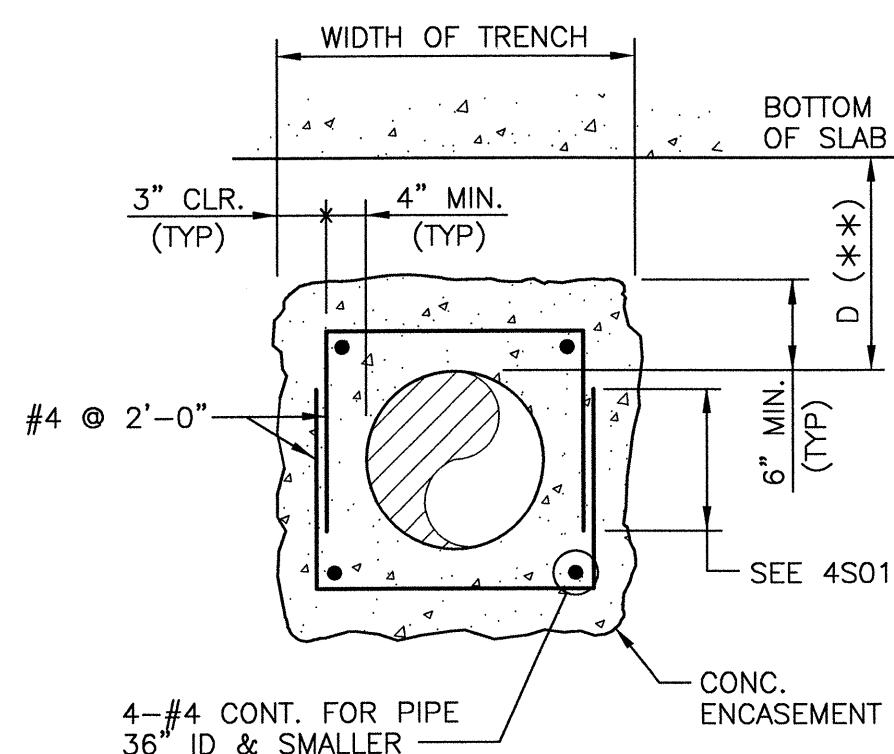
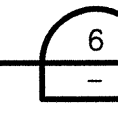
CONCRETE CAP DETAIL

NOT TO SCALE



ASPHALT APRON

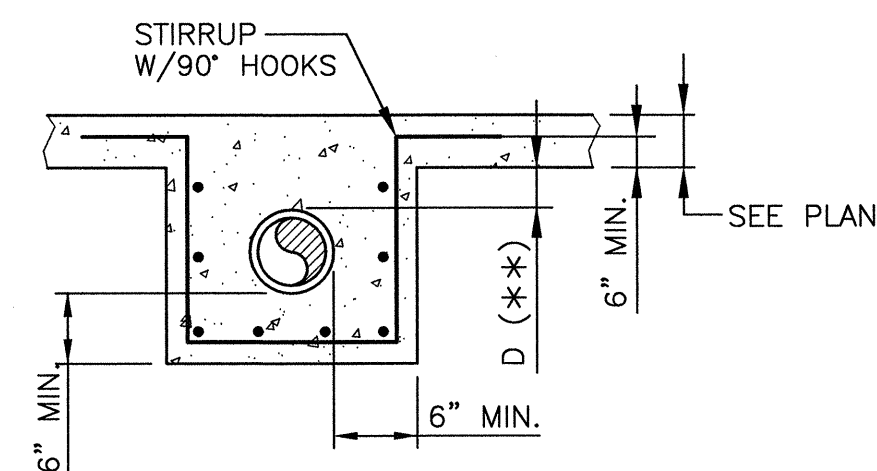
NOT TO SCALE



DETACHED FROM SLAB

FOR USE WHERE DEPTH D (***) IS GREATER THAN OR EQUAL TO 4'-0"

PIPE ENCASEMENT REINFORCING TABLE		
PIPE SIZE	STIRRUPS	BOTTOM & SIDE BARS
3"-14"	#3@12	3-#4
16"-24"	#3@12	4-#4

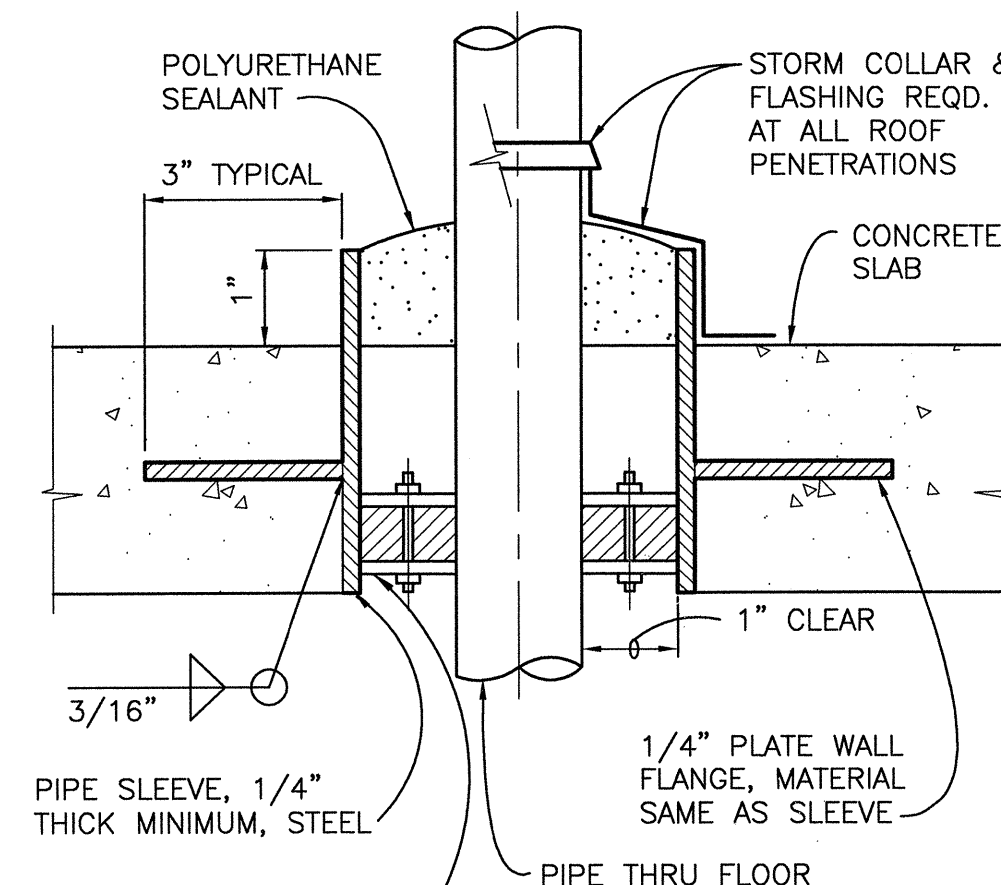
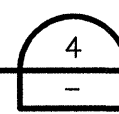


NOTE:
 SLAB REINFORCING NOT SHOWN FOR CLARITY.
 FOR USE WHERE DEPTH D (***) IS LESS THAN 4'-0".

ATTACHED TO SLAB

CONCRETE ENCASEMENT DETAIL

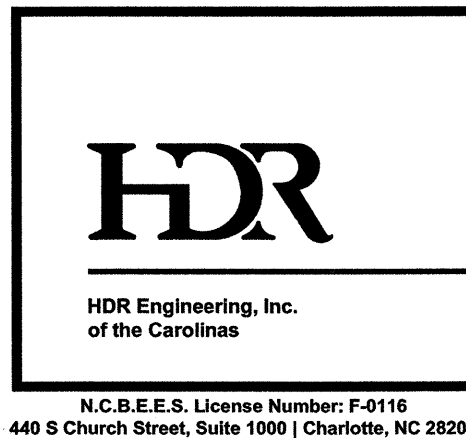
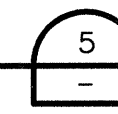
NOT TO SCALE



NOTE: THIS SLEEVE IS TO BE USED BETWEEN DRY SPACES ONLY

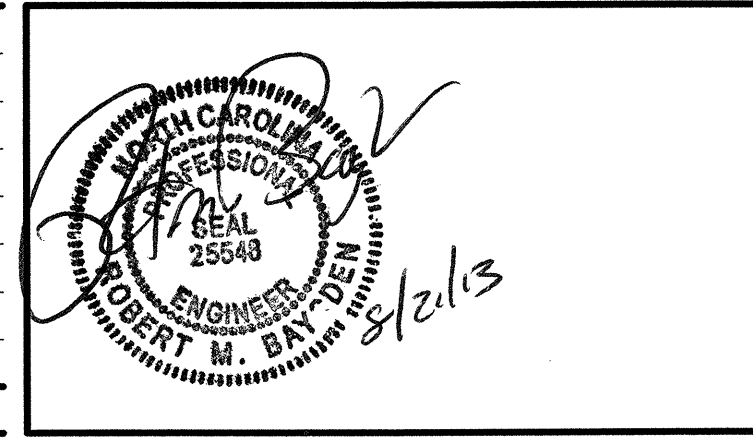
SLAB PENETRATION DETAIL

NOT TO SCALE



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CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016



Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

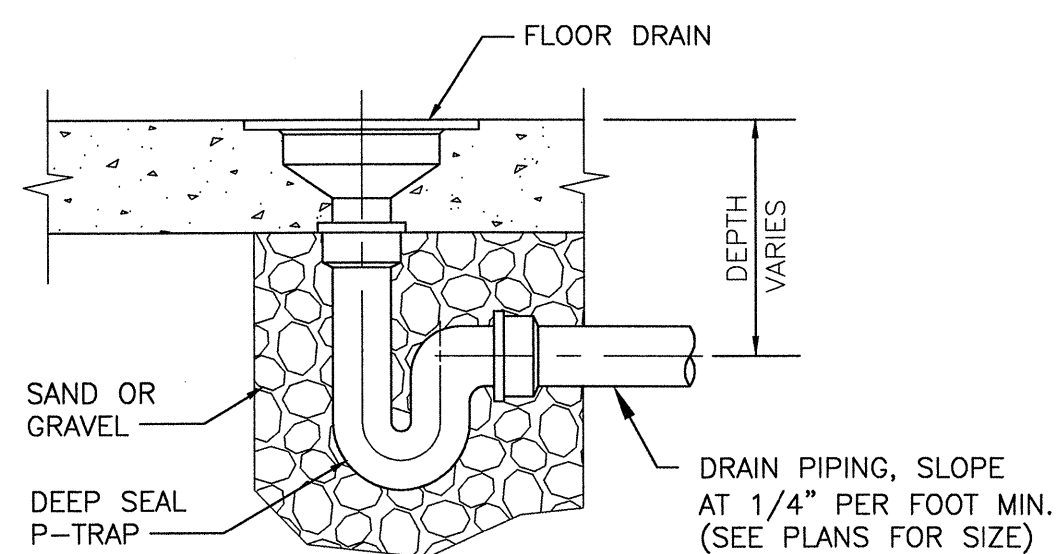
STANDARD DETAILS

0 1" 2"

FILENAME	00C-11.dwg
SCALE	NO SCALE

SHEET
00C-11

NOTE: PROVIDE P-TRAPS ON ALL FLOOR DRAINS.

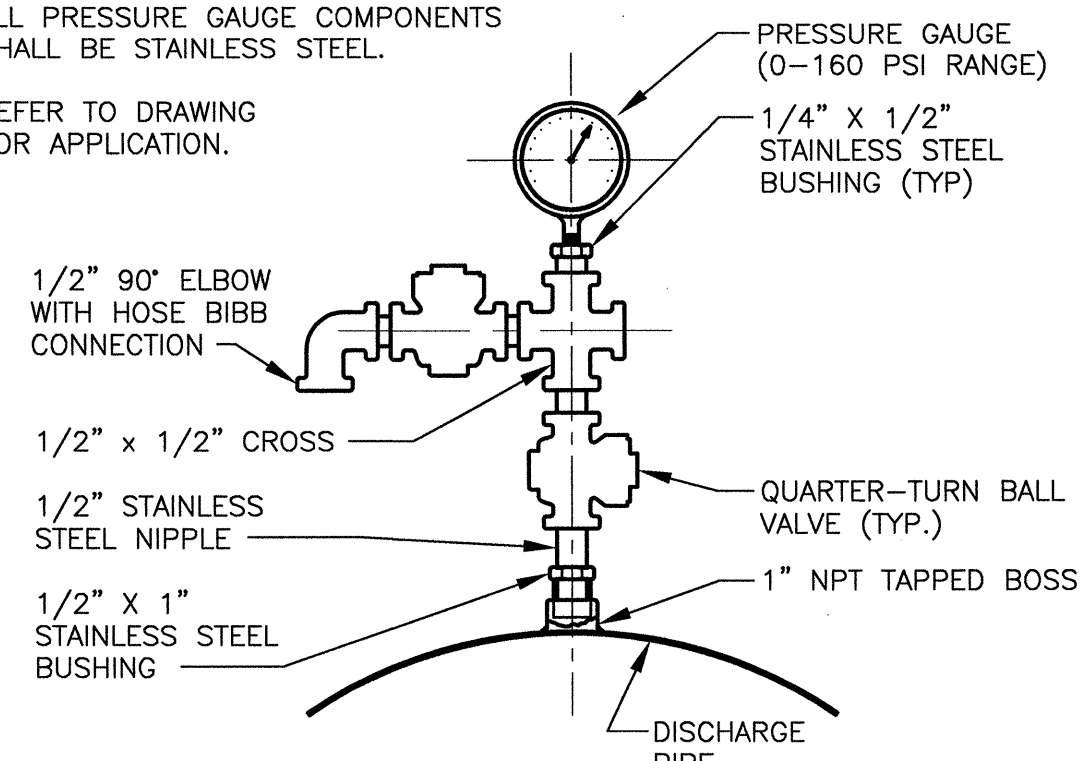


FLOOR DRAIN DETAIL

NOT TO SCALE

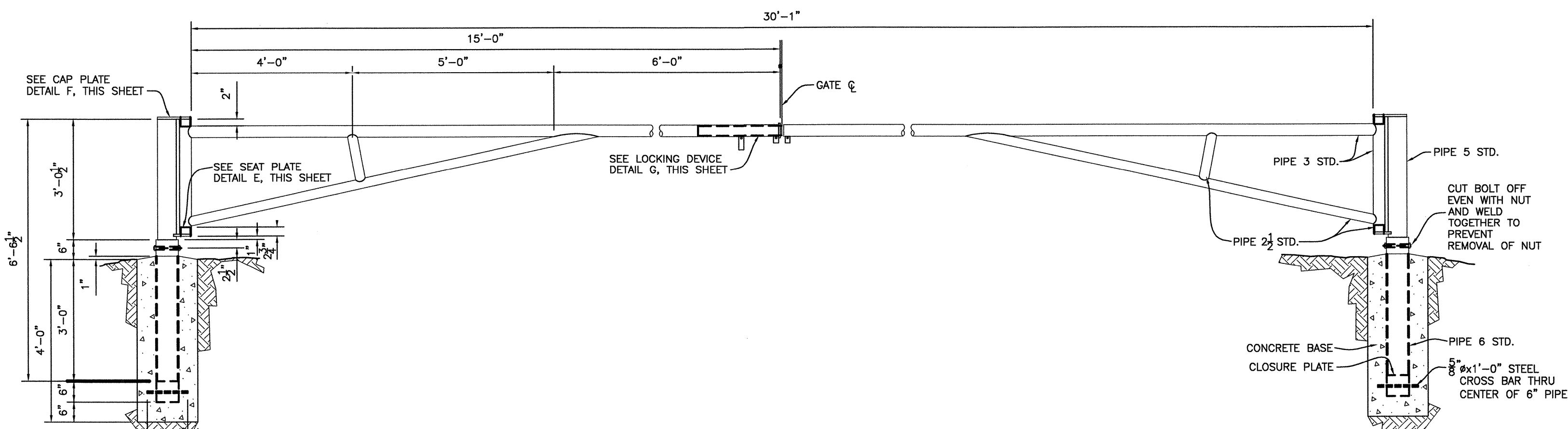
NOTES:

1. ALL PRESSURE GAUGE COMPONENTS SHALL BE STAINLESS STEEL.
2. REFER TO DRAWING FOR APPLICATION.



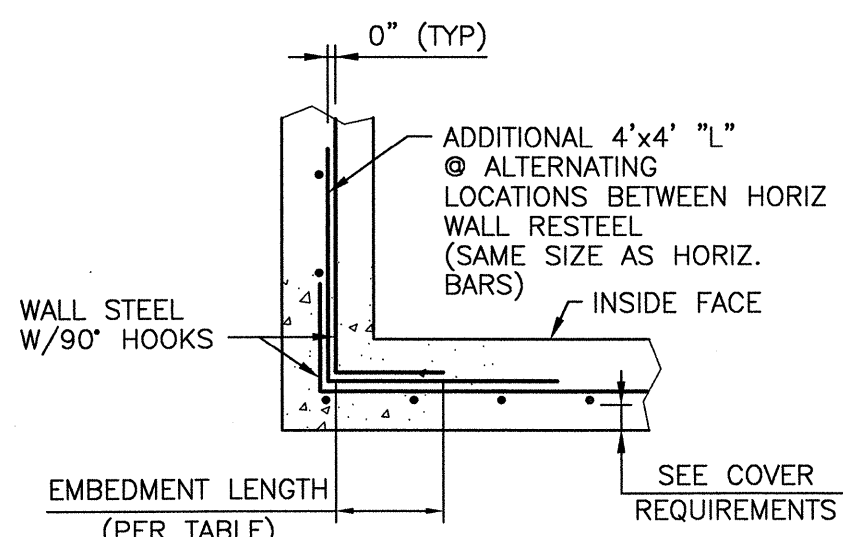
PRESSURE GAUGE DETAIL

NOT TO SCALE

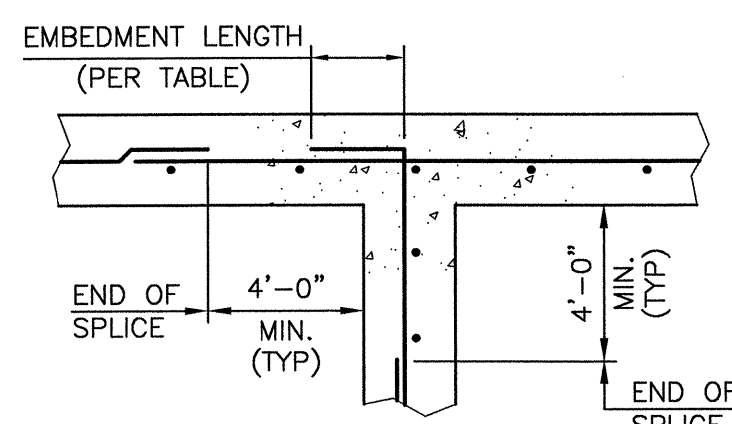


ENTRANCE GATE

NOT TO SCALE



SINGLE-LAYER CORNER

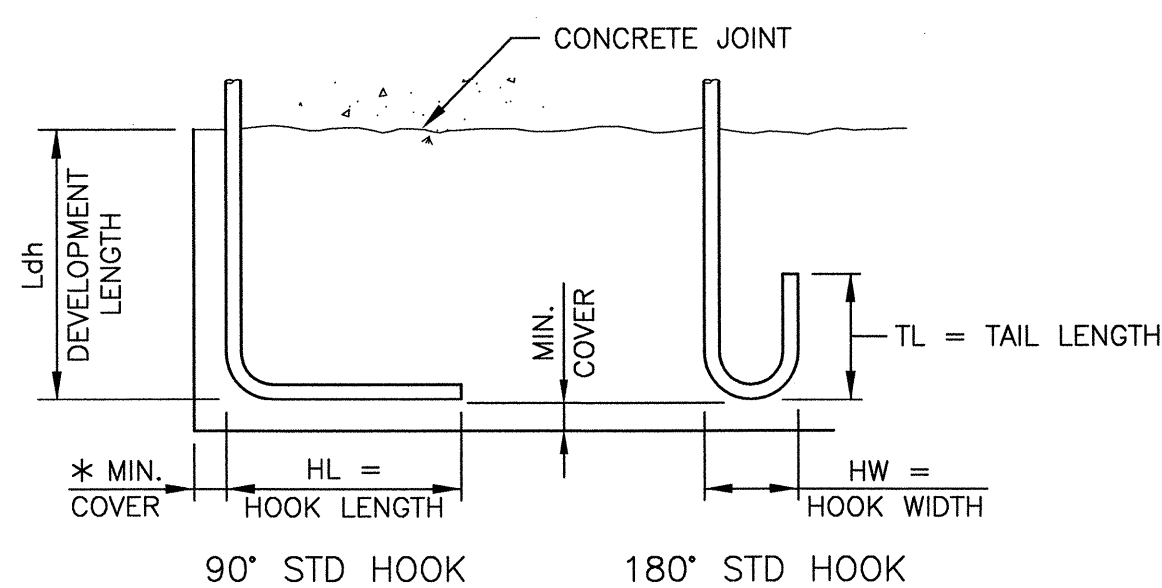


SINGLE-LAYER INTERSECTION

- NOTES:
1. SEE INDIVIDUAL STRUCTURES FOR EXTRA HORIZONTAL REBARS AT CORNERS AND WALL INTERSECTIONS.
 2. SEE SCHEDULE FOR STD 90° HOOK LENGTHS.
 3. ACCEPTABLE OPTION TO LONG BARS WITH END HOOKS IS TO PROVIDE LONG STRAIGHT BARS WITH LAP SPLICED BENT BARS AT ENDS.

WALL HORIZ. REINFORCING DETAIL

NOT TO SCALE

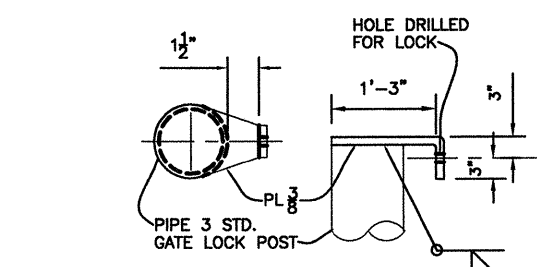


BAR SIZE	f'c=4000 psi			
	Ldh *	HL	HW	TL
#3	6"	6"	3"	3"
#4	7"	8"	4"	4 1/2"
#5	9"	10"	5"	5"
#6	10"	1'-0"	6"	6"
#7	1'-0"	1'-2"	7"	7"
#8	1'-2"	1'-4"	8"	8"
#9	1'-3"	1'-7"	11 3/4"	10 1/2"
#10	1'-5"	1'-10"	1'-1 1/4"	11 1/2"
#11	1'-7"	2'-0"	1'-2 3/4"	1'-1"

* COMPLYING WITH MINIMUM COVER REQUIREMENTS OF ACI 318, 12.5.3.2. OTHERWISE Ldh MUST BE RE-CALCULATED.

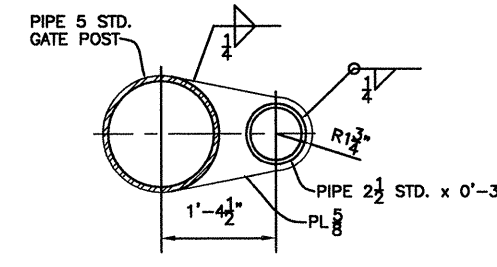
HOOKS DETAIL

NOT TO SCALE



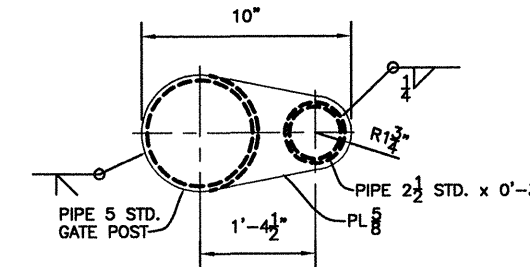
LOCK POST CAP PLATE

NOT TO SCALE



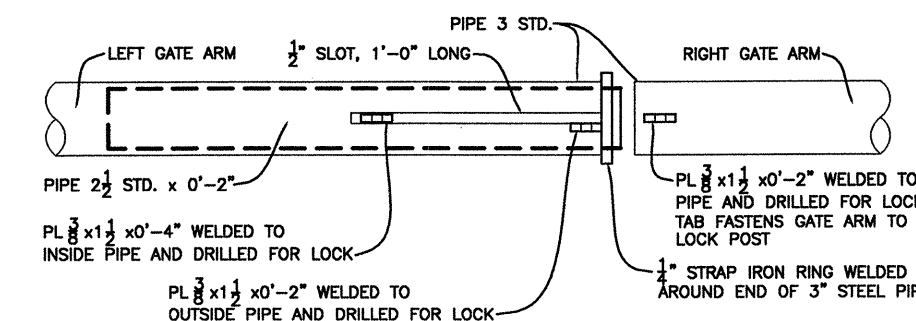
SEAT PLATE

NOT TO SCALE



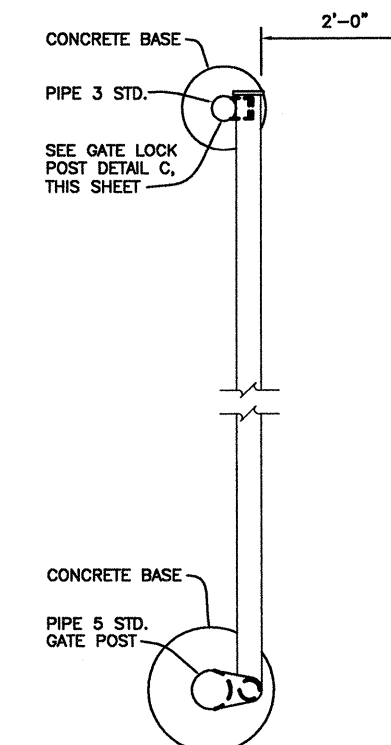
CAP PLATE

NOT TO SCALE



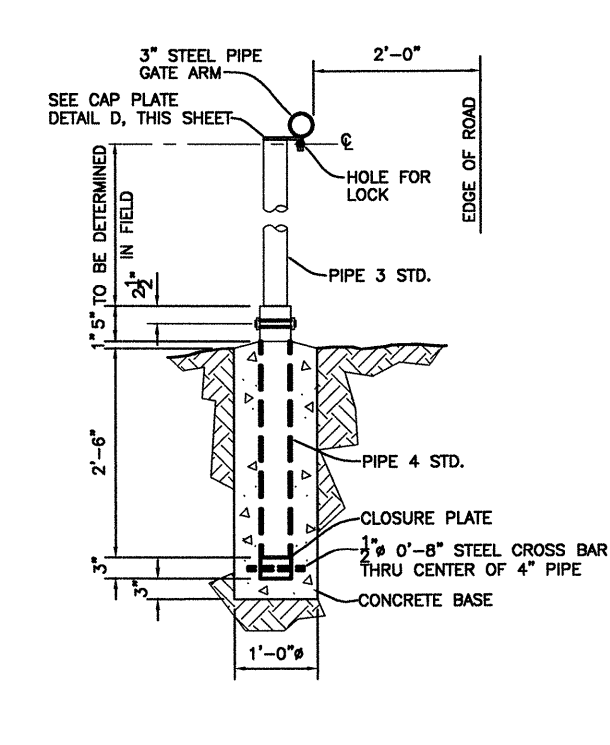
LOCKING DEVICE DETAIL

NOT TO SCALE



OPEN GATE PLAN

NOT TO SCALE



GATE LOCK POST DETAIL

NOT TO SCALE

REINFORCING LENGTHS SCHEDULE

NOT TO SCALE

BAR SIZE	f'c = 4.0 ksi fy = 60.0 ksi		f'c = 4.0 ksi fy = 60.0 ksi	
	LAP LENGTH (IN.)	EMBEDMENT LENGTH (IN.)	LAP LENGTH (IN.)	EMBEDMENT LENGTH (IN.)
#3	16	12	16	12
#4	19	15	19	15
#5	24	18	24	18
#6	29	23	29	23
#7	42	33	42	33
#8	48	37	48	37
#9	60	46	60	46
#10	74	57	74	57
#11	88	68	88	68

- NOTES:
1. LAP LENGTHS SHOWN ARE FOR CLASS "B" TENSION SPLICES.
 2. LAP LENGTHS AND EMBEDMENTS SHOWN ARE FOR BARS SPACED LATERALLY > FIVE TIMES THE BAR DIAMETER AND FOR MINIMUM COVER IN ACCORDANCE WITH ACI 318-95.
 3. IF SPACING IS < 5 TIMES BAR DIAMETER, INCREASE LAP LENGTH AND EMBEDMENT SHOWN BY 25%.
 4. TOP REINFORCING IS HORIZONTAL STEEL SO PLACED THAT MORE THAN 12" OF CONCRETE IS CAST IN THE MEMBER BELOW THE REINFORCING.

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DRAWN	
PROJECT NUMBER	00000000053016

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Weddington Elevated Storage Tank

Union County North Carolina

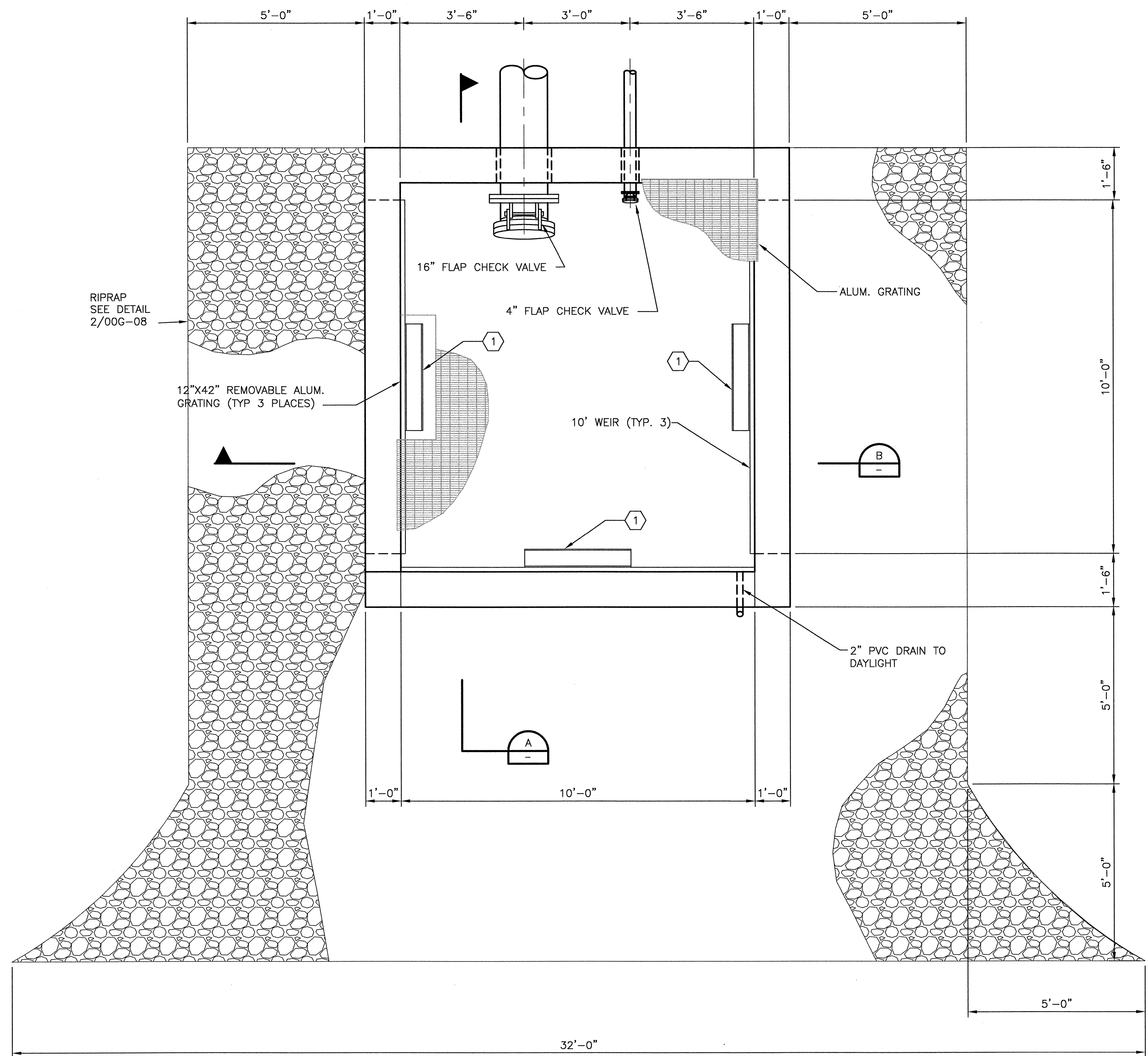
STANDARD DETAILS

0 1" 2"

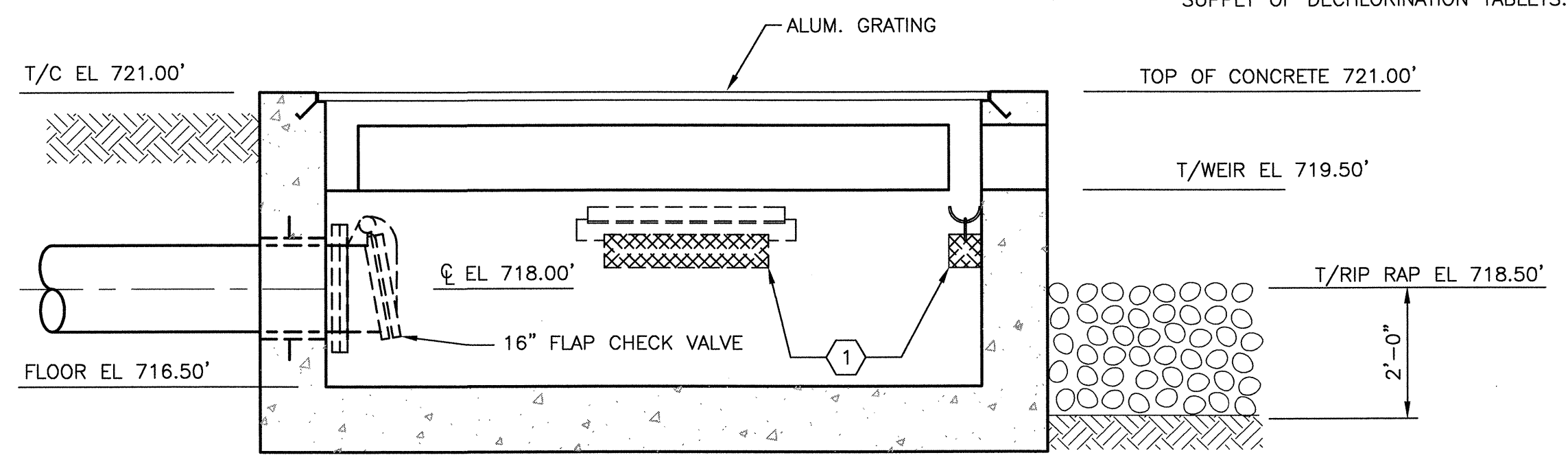
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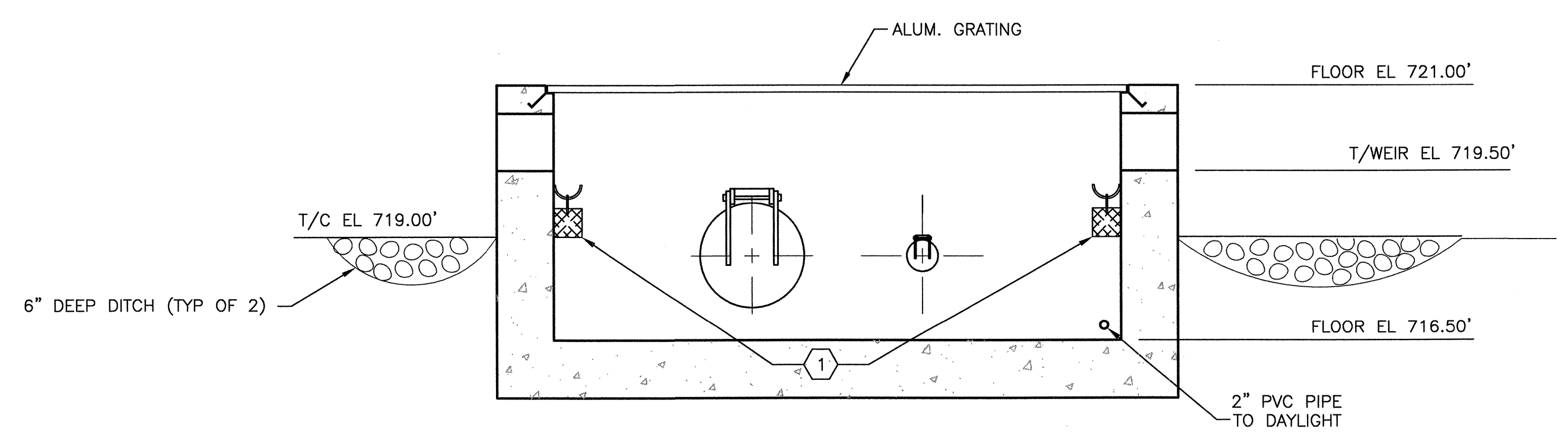
- KEY NOTE:**
1. PROVIDE THREE 30"x6" BASKETS. CONSULT DECHLORINATION TABLET MANUFACTURER FOR MAX OPENING SIZE OF THE BASKETS. HANG AND SECURE THE BASKETS ON PVC LAUNDERS.
 2. CONTRACTOR SHALL SUPPLY 1 YEAR SUPPLY OF DECHLORINATION TABLETS.



DRAINAGE STRUCTURE PLAN
1/2" = 1'-0"



DRAINAGE STRUCTURE SECTION
1/2" = 1'-0"

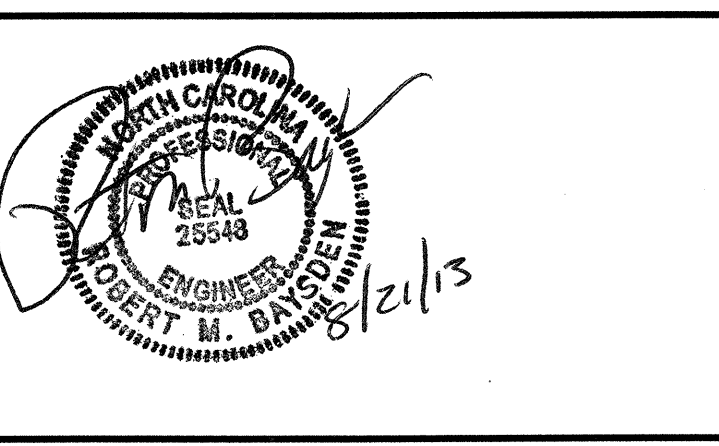


DRAINAGE STRUCTURE SECTION
1/2" = 1'-0"



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2	08/2013	TOWN OF WEDDINGTON COMMENTS
1	07/2013	APPLIED FOR CONDITIONAL USE PERMIT

PROJECT MANAGER	PETE D'ADAMO, PE
DESIGNER	R. BAYSDEN, PE
CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016



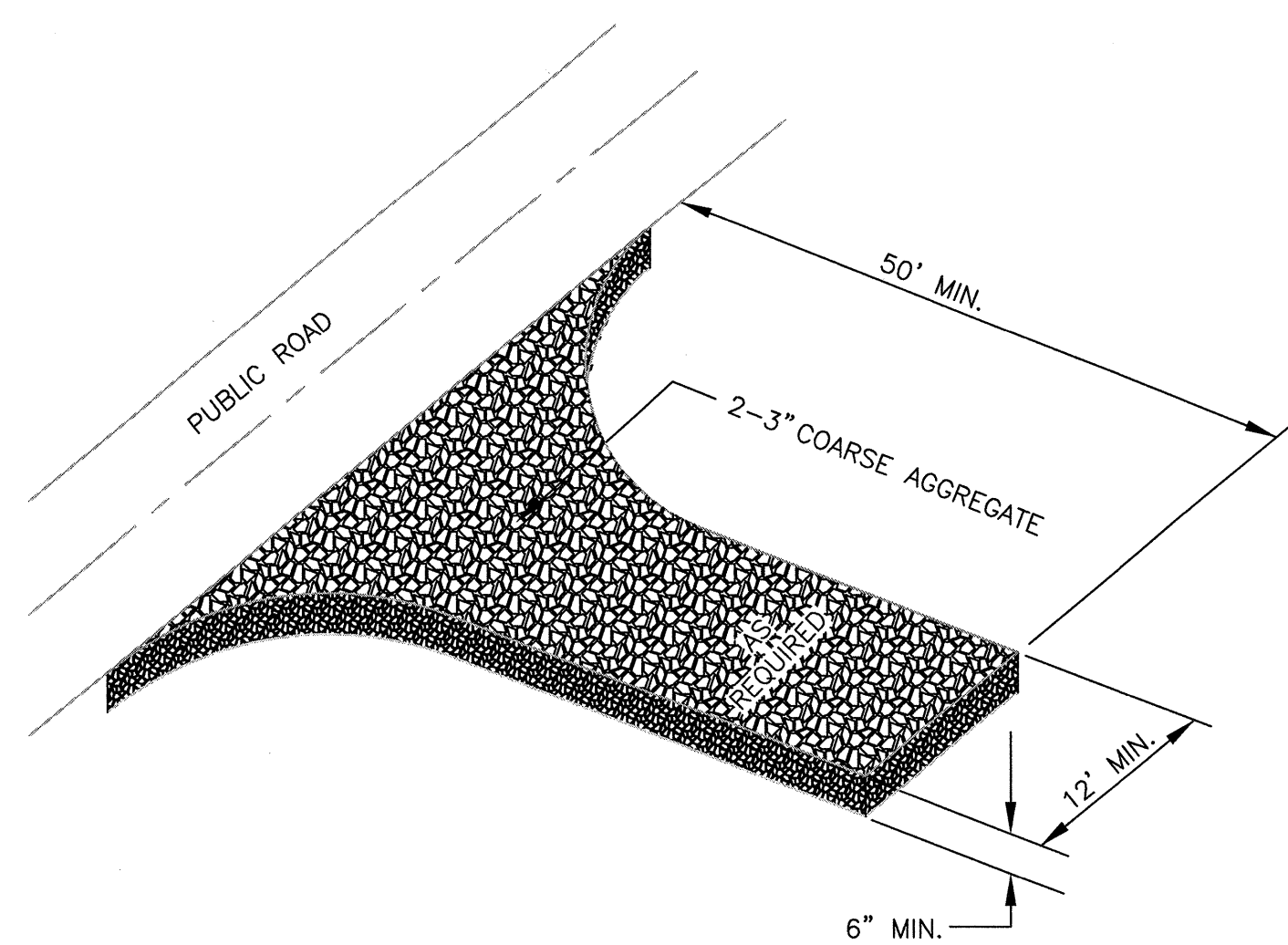
Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

DRAINAGE STRUCTURE PLAN AND SECTIONS

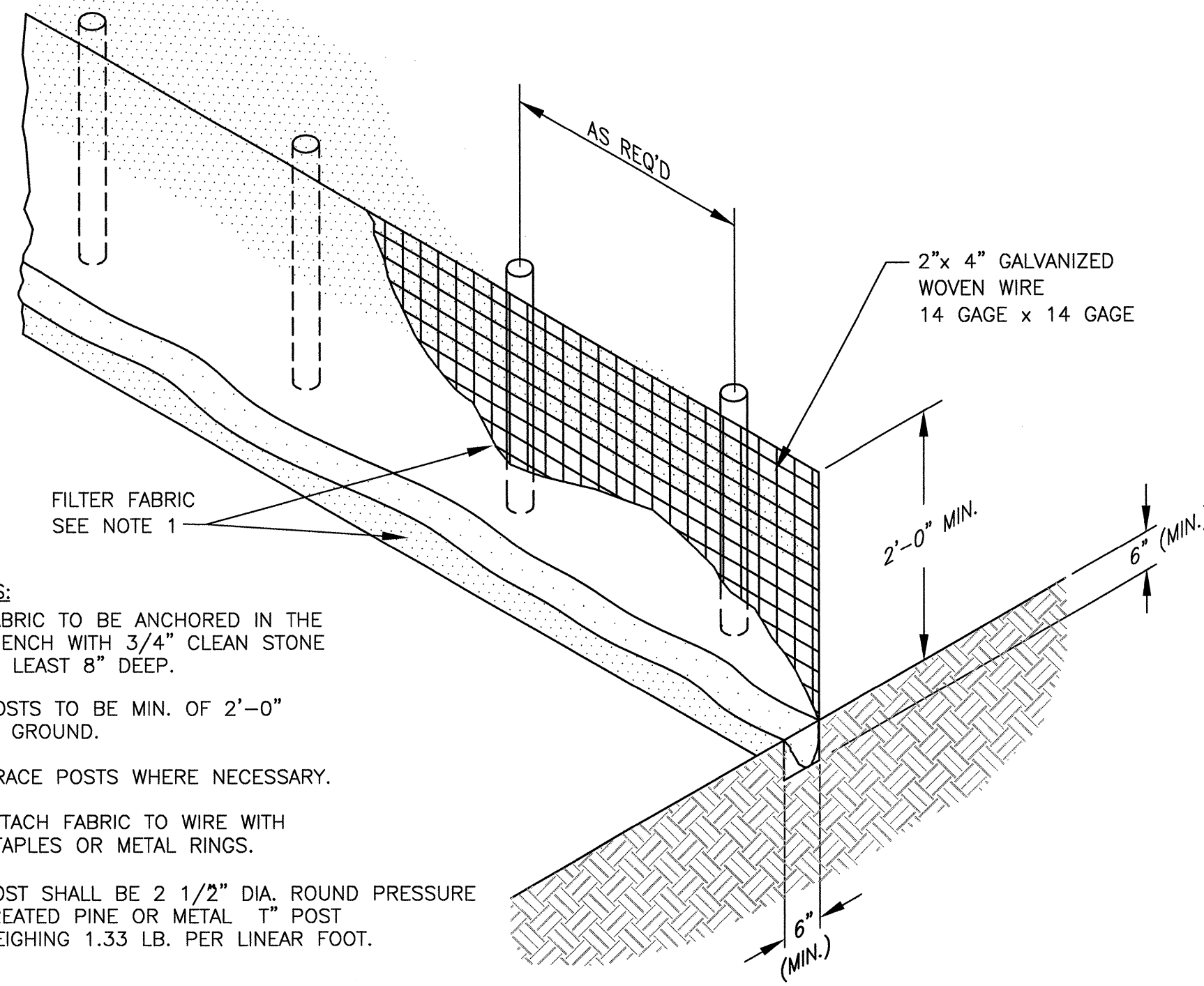
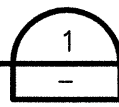
0 1" 2"

FILENAME	00C-13.dwg	SHEET	00C-13
SCALE	AS NOTED		



TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT DETAIL (PRACTICE 6.60)

NOT TO SCALE

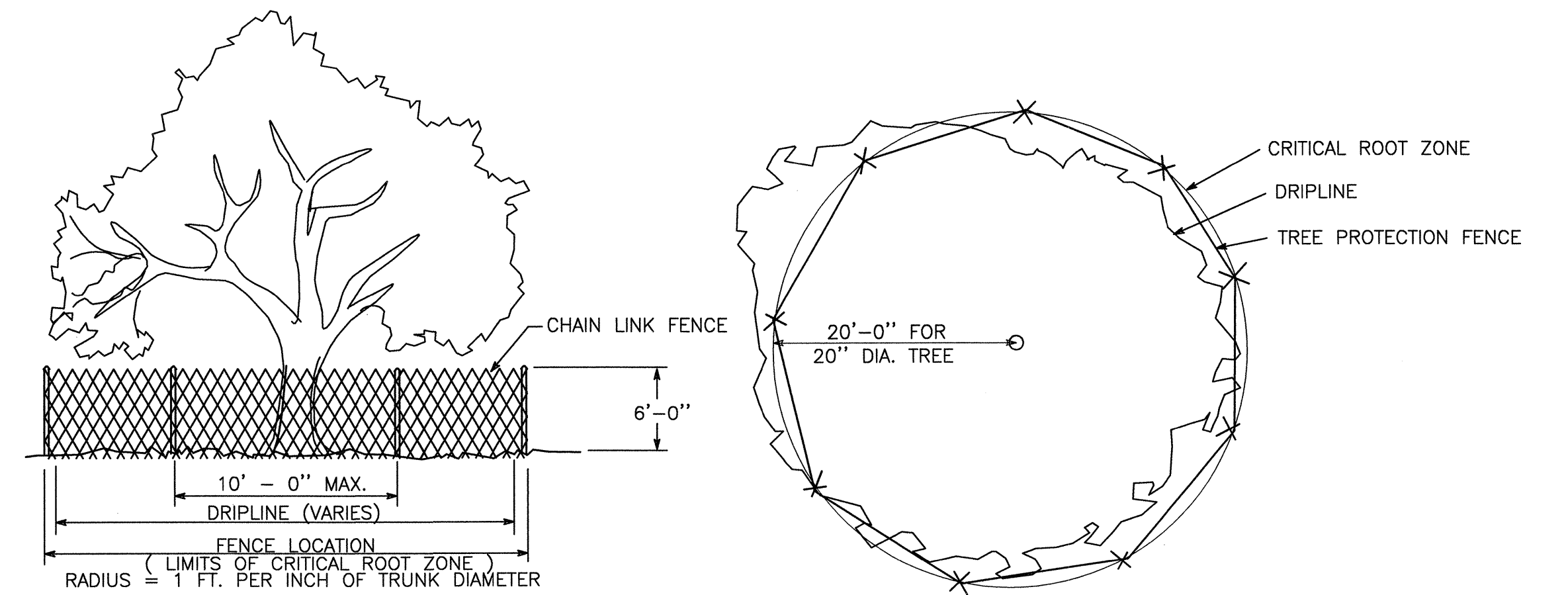
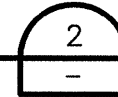


NOTES:

1. FABRIC TO BE ANCHORED IN THE TRENCH WITH 3/4" CLEAN STONE AT LEAST 8" DEEP.
2. POSTS TO BE MIN. OF 2'-0" IN GROUND.
3. BRACE POSTS WHERE NECESSARY.
4. ATTACH FABRIC TO WIRE WITH STAPLES OR METAL RINGS.
5. POST SHALL BE 2 1/2" DIA. ROUND PRESSURE TREATED PINE OR METAL 1" POST WEIGHING 1.33 LB. PER LINEAR FOOT.

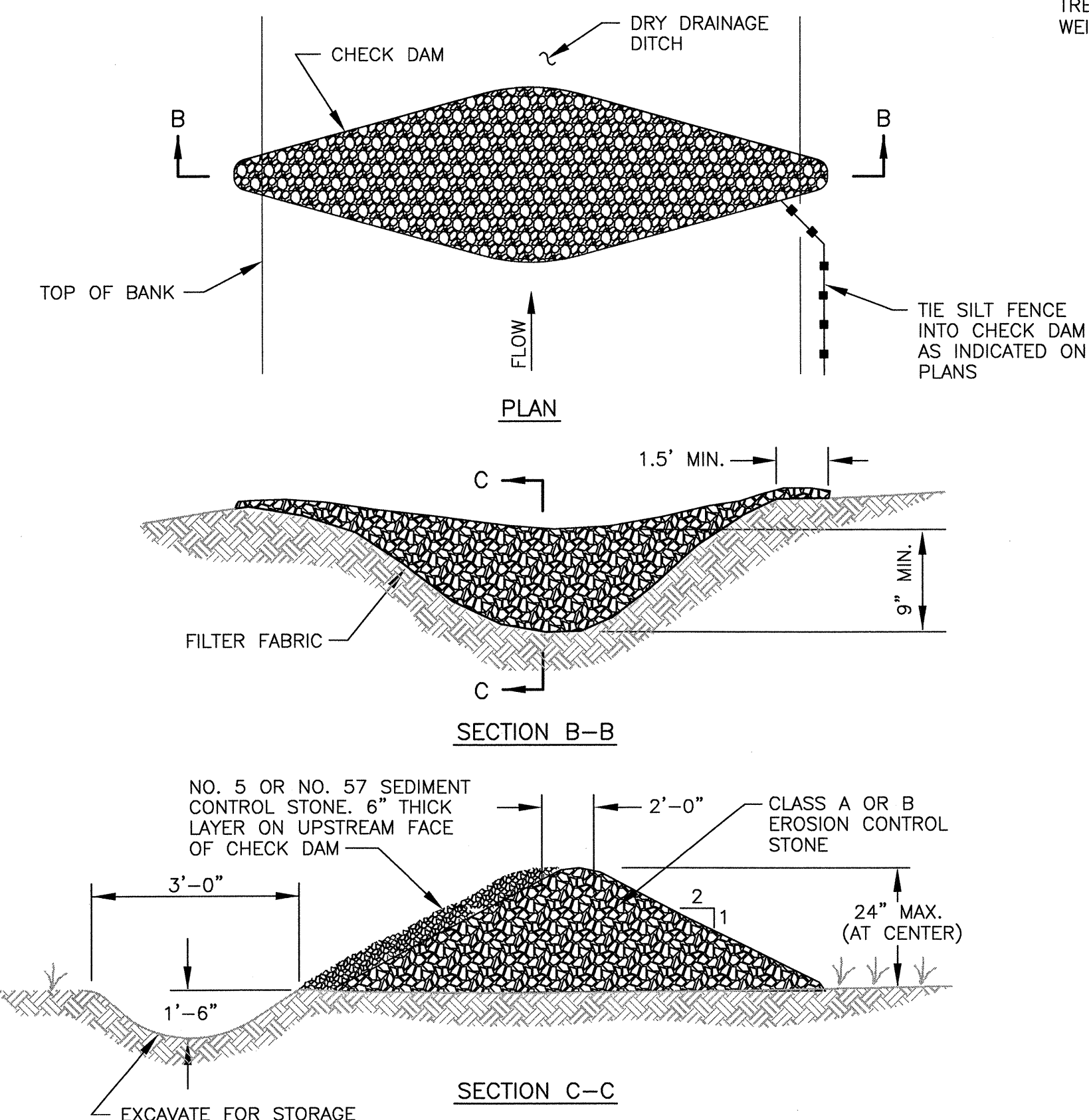
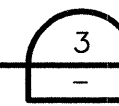
SILT FENCE DETAIL (PRACTICE 6.62)

NOT TO SCALE



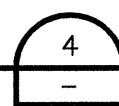
TREE PROTECTION DETAIL

NOT TO SCALE



CHECK DAM DETAIL (PRACTICE 6.83)

NOT TO SCALE



SEEDING SCHEDULE

A. SEE SPECIFICATION SECTION 02930 OF THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.

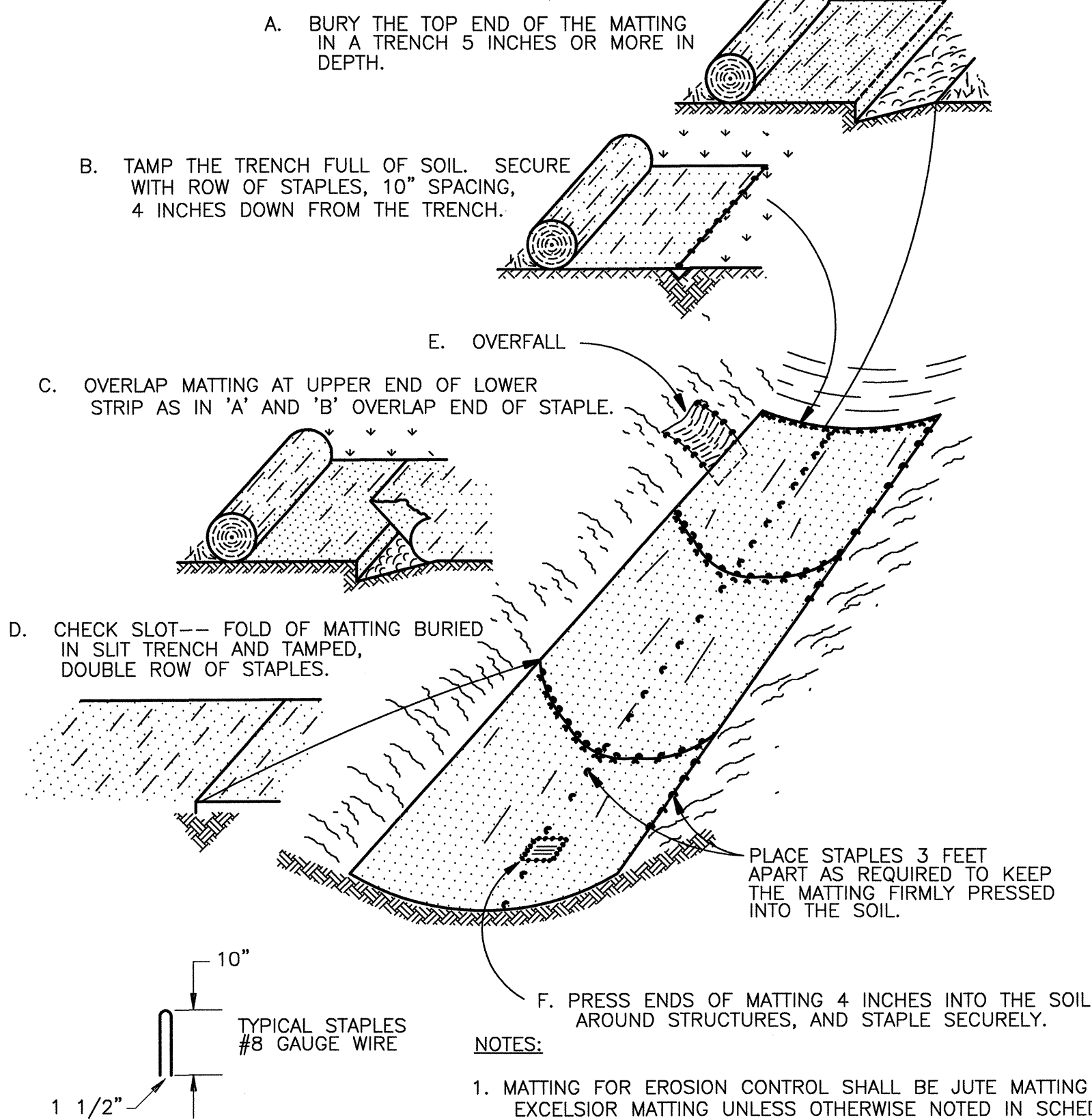
B. LAWN-TYPE SEED MIXTURE:

NAME	PERCENT BY WEIGHT	PLANTING SEASON	SEEDING RATE
FESCUE, TALL, KY 31	90	APRIL 20 TO MAY 15	4 LBS PER 1000 SF
RYE GRAIN	10	AUGUST 1 TO SEPTEMBER 15	

C. TEMPORARY SEED:

NAME	PLANTING SEASON	SEEDING RATE
ANNUAL LESPEDEZA	JANUARY 1 TO MAY 1	25 LBS PER ACRE
MILLET (BROWN TOP)	MAY 1 TO AUGUST 15	40 LBS PER ACRE
RYE GRAIN	AUGUST 15 TO DECEMBER 31	100 TO 150 LBS PER ACRE

THESE DETAILS ARE BASED ON THE GUIDANCE PROVIDED IN THE JUNE 1, 2006 EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL NC DENR DIVISION OF LAND RESOURCES.

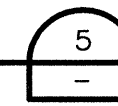


NOTES:

1. MATTING FOR EROSION CONTROL SHALL BE JUTE MATTING OR EXCELSIOR MATTING UNLESS OTHERWISE NOTED IN SCHEDULE DD THIS SHEET.
2. MATTING SHALL BE INSTALLED WHERE REQUIRED TO STABILIZE CHANNELS AND SLOPES.

CHANNEL DETAIL (PRACTICE 6.17)

NOT TO SCALE



HDR Engineering, Inc.
of the Carolinas
N.C.B.E.E.S. License Number: F-0116
440 S Church Street, Suite 1000 | Charlotte, NC 28202

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2	08/2013	TOWN OF WEDDINGTON COMMENTS
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DESIGNER	R. BAYSDEN, PE
CHECKED	
DRAWN	
PROJECT NUMBER	00000000053016

Union County Public Works
Weddington Elevated Storage Tank

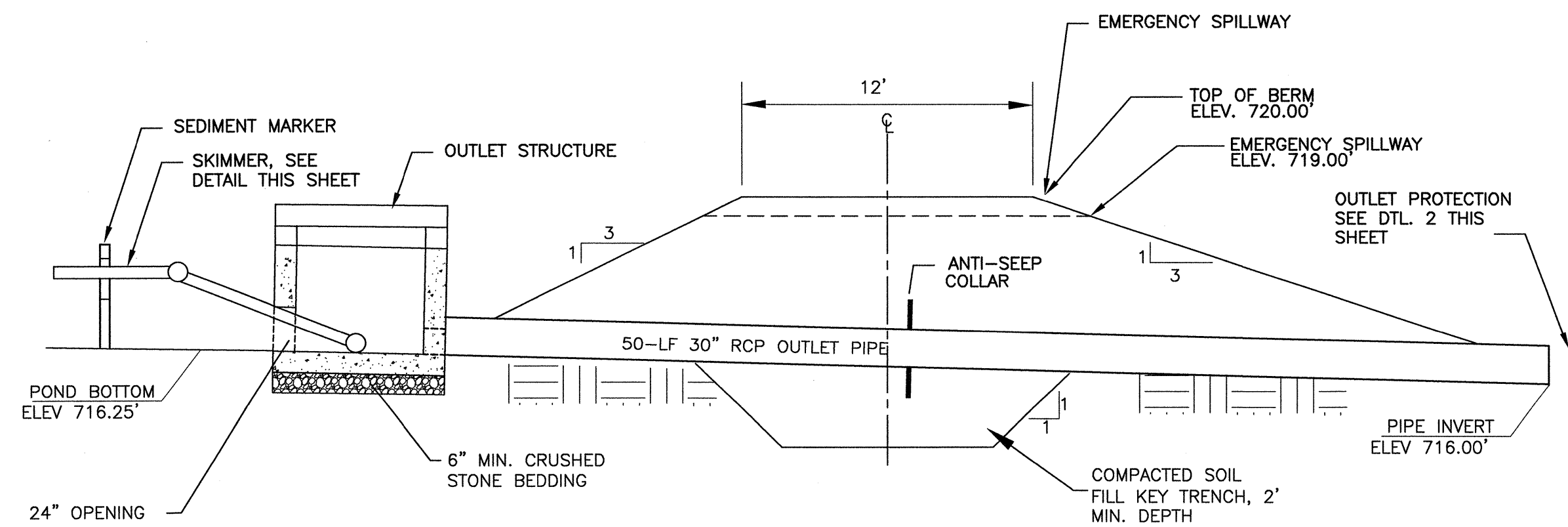
Union County North Carolina

EROSION CONTROL DETAILS

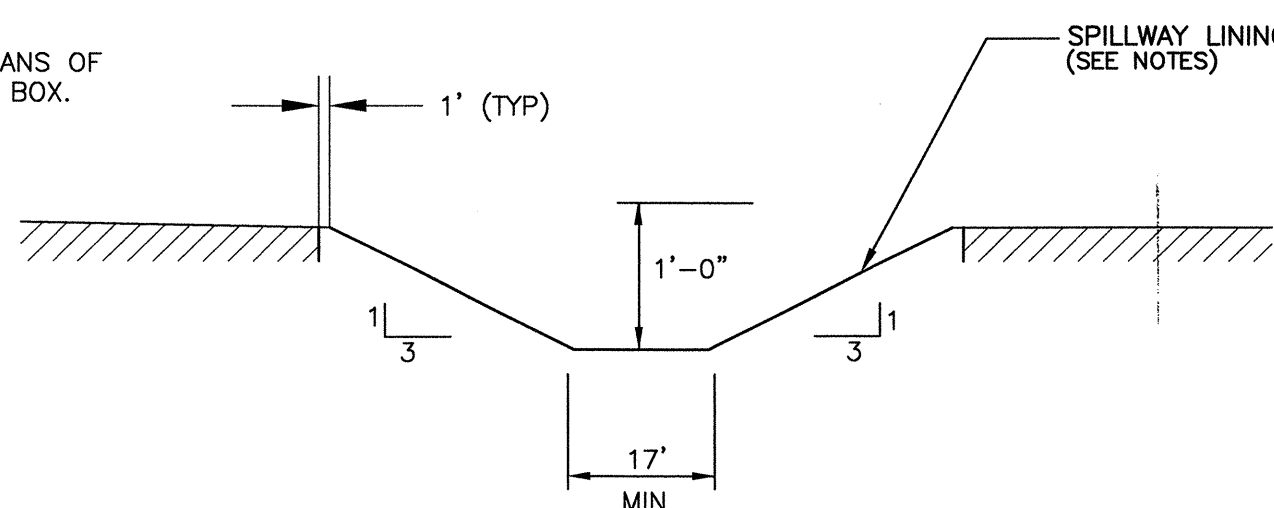
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SCALE	NO SCALE

SHEET
00C-14

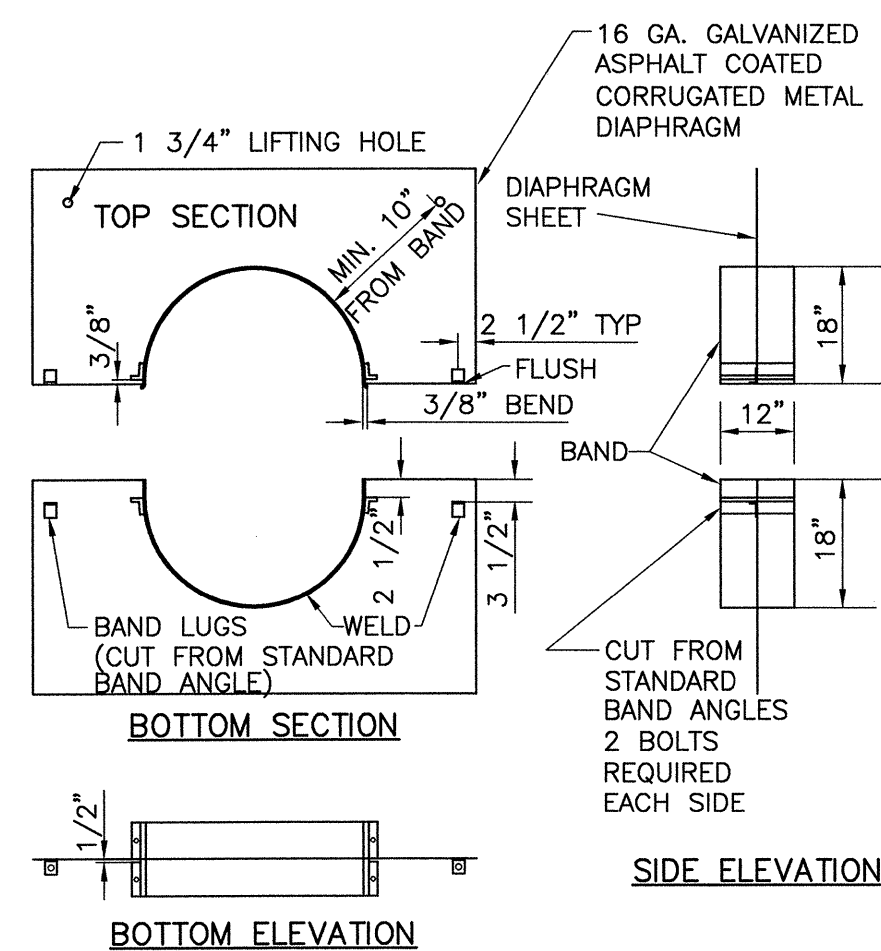


- NOTES:
1. SKIMMER TO BE CORED INTO SIDE OF BOX. UPON REMOVAL, CORE TO BE FILLED COMPLETELY WITH NON-SEALED GROUT.
 2. PROVIDE STEEL PLATE OVER PERMANENT 24" OPENING DURING CONSTRUCTION. BOLT PLATE INTO PLACE OR PROVIDE OTHER MEANS OF SECURING SO THAT NO SEDIMENT LADEN RUN-OFF ENTERS THE BOX.



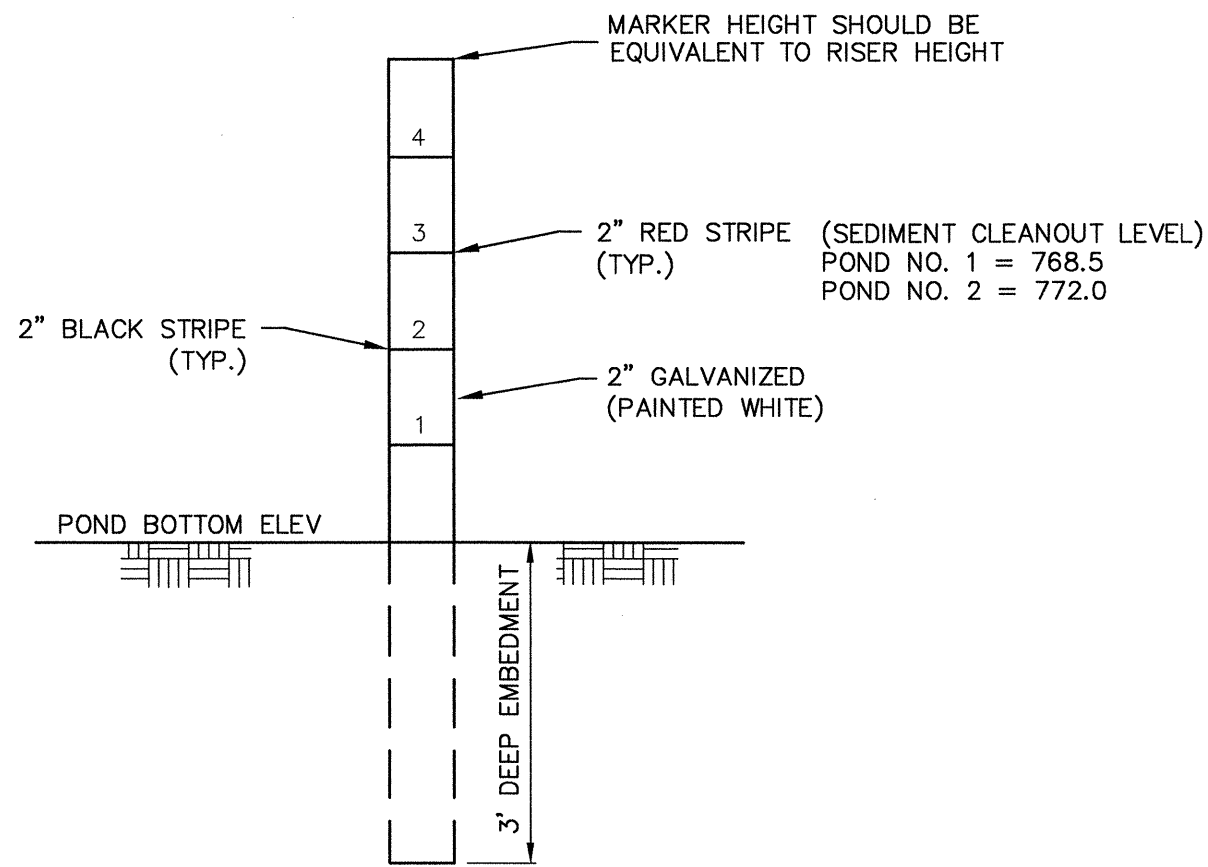
- NOTES:
1. EMERGENCY SPILLWAY SHALL BE GRASSED ACCORDING TO THE VEGETATIVE PLAN AND THEN LINED WITH: NORTH AMERICAN GREEN SC250 OR APPROVED EQUIVALENT INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

EMERGENCY SPILLWAY



- NOTES:
- 1) SEAM SEALANT TAPE IS TO BE FURNISHED AND INSTALLED BETWEEN PIPE AND BAND AND BETWEEN SECTIONS OF DIAPHRAGM SHEET AT TIME OF INSTALLATION.
 - 2) HALVES ARE TO BE MARKED SO THAT EACH HALF OF EACH DIAPHRAGM MAY BE IDENTIFIED AT TIME OF INSTALLATION.
 - 3) LAP SHALL BE CAULKED W/ASPHALT DURING INSTALLATION.
 - 4) INSTALL W/CORRUGATION VERTICAL.

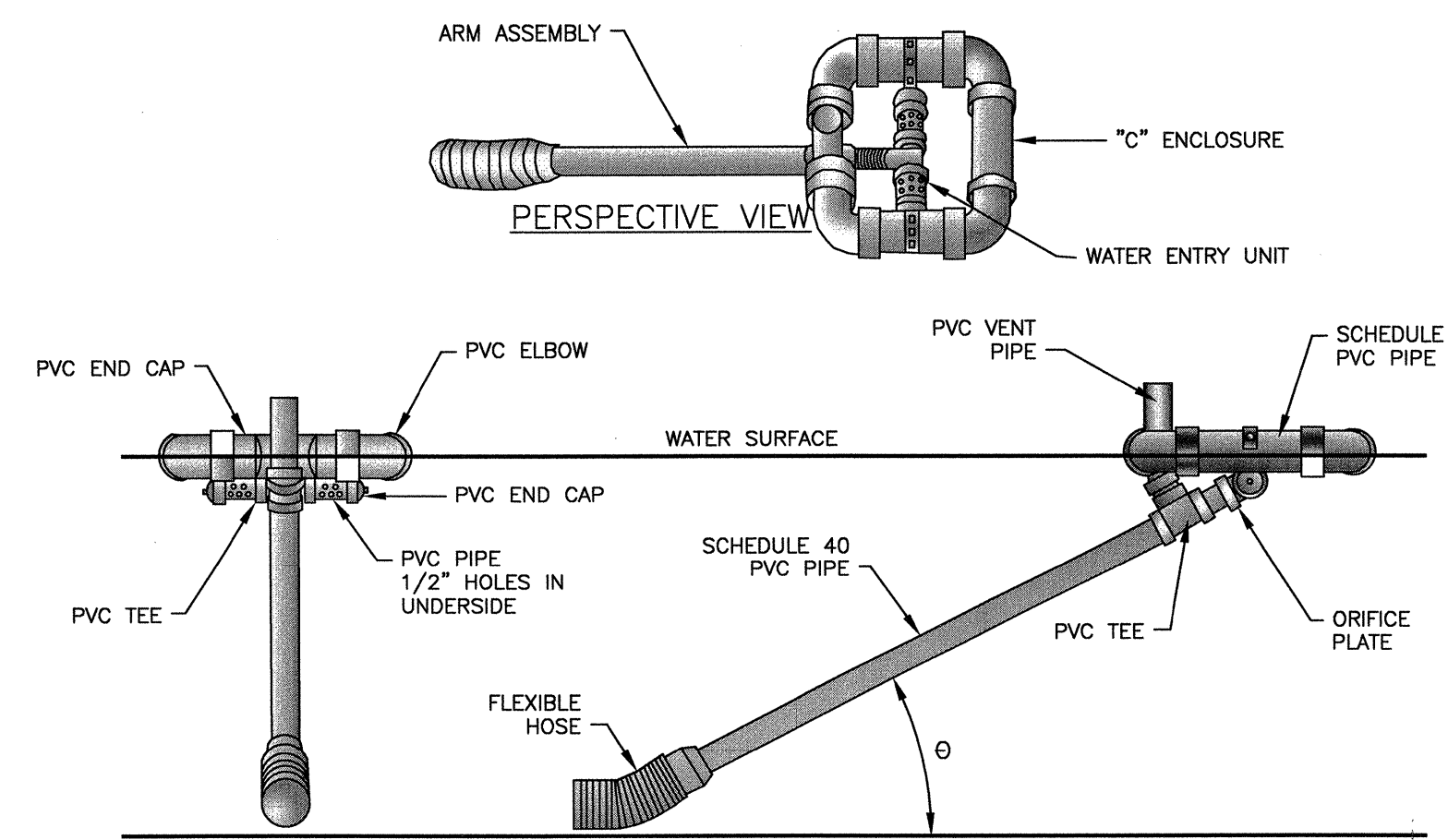
ANTI-SEEP COLLAR



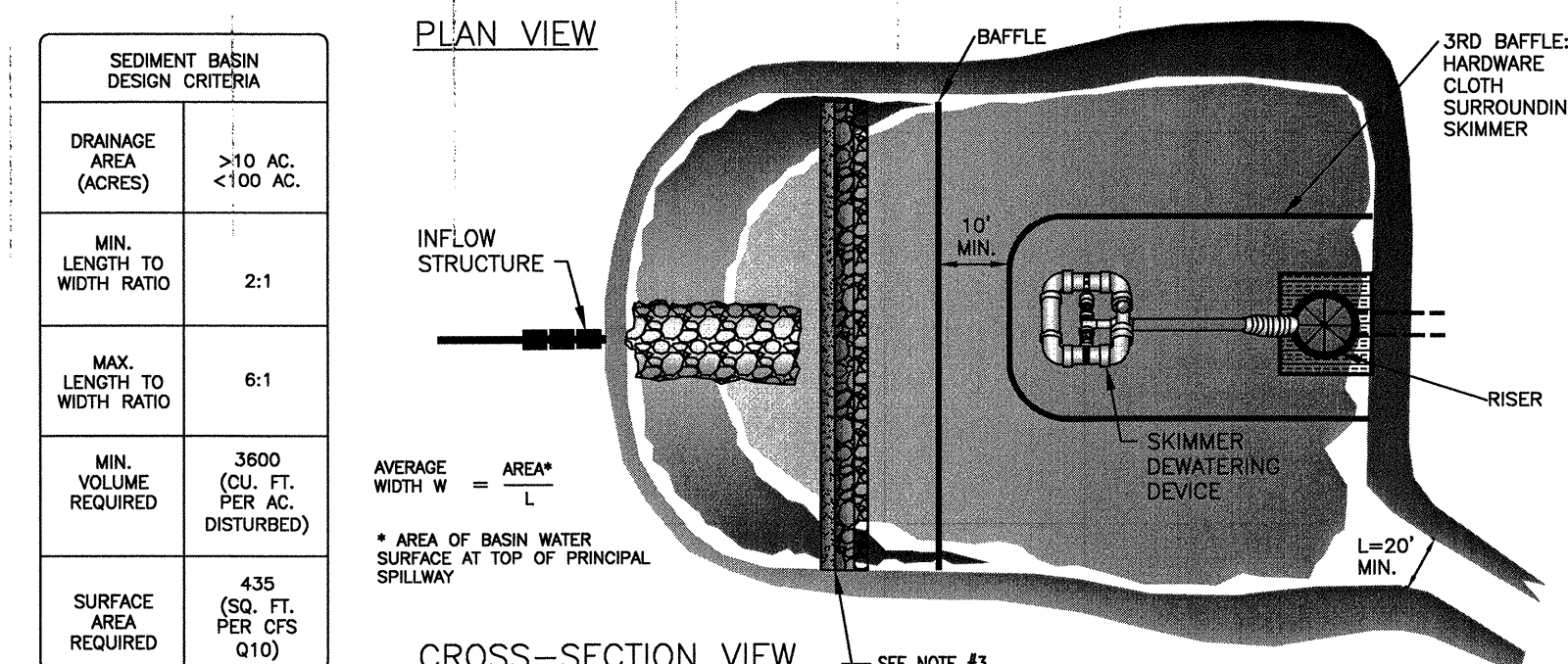
SEDIMENT MARKER

SEDIMENT POND DETAILS

NOT TO SCALE



SCHEMATIC OF SKIMMER TAKEN FROM PENNSYLVANIA EROSION AND SEDIMENT POLLUTION CONTROL MANUAL, MARCH 2000.



SEDIMENT BASIN DESIGN CRITERIA	
DRAINAGE AREA (ACRES)	>10 AC. <100 AC.
MIN. LENGTH TO WIDTH RATIO	2:1
MAX. LENGTH TO WIDTH RATIO	6:1
MIN. VOLUME REQUIRED (CU. FT. PER AC. DISTURBED)	3600
SURFACE AREA REQUIRED (SQ. FT. PER CFS Q10)	435

AVERAGE WIDTH $W = \frac{AREA^2}{L}$

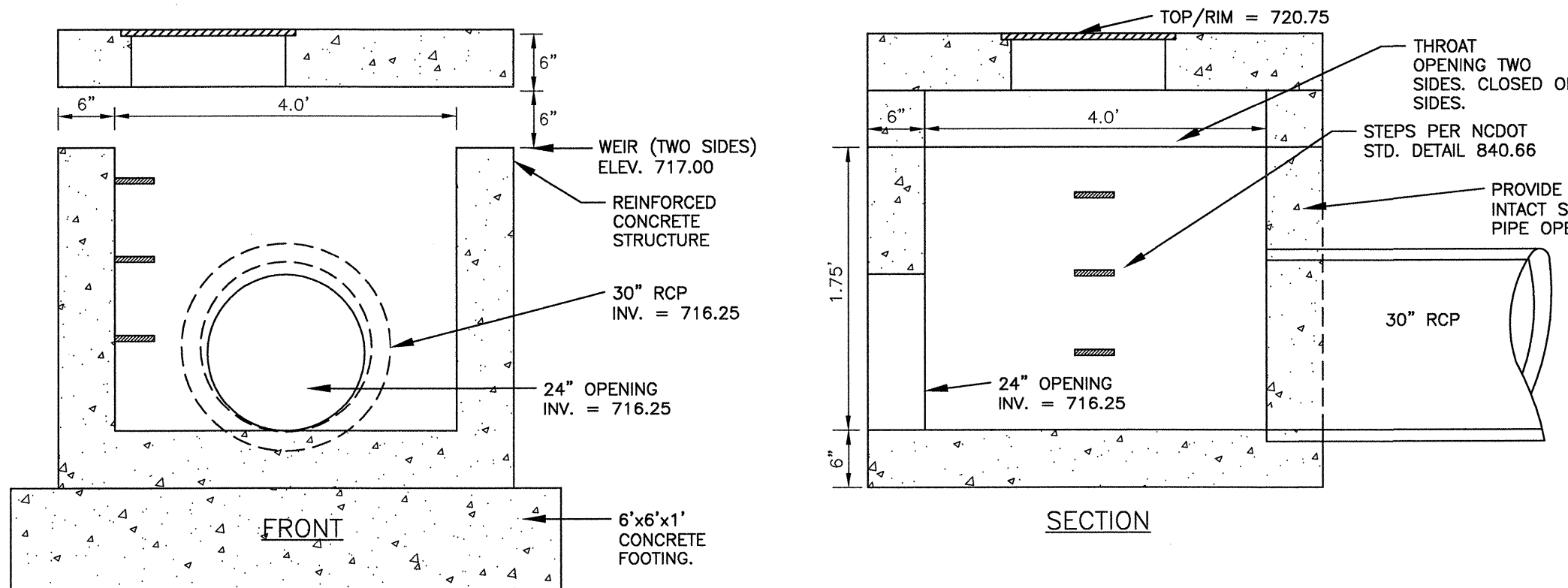
* AREA OF BASIN WATER SURFACE AT TOP OF PRINCIPAL SPILLWAY

DATA BLOCK

BASIN NO.	DRAINAGE AREA (ACRES)	DEVELOPED AREA (ACRES)	Q ₁₀	BASIN VOLUME REQUIRED (C.F.)	BASIN SURFACE AREA REQUIRED (C.F.)	CLEANOUT DEPTH H/2 (FT.)	H (FEET)	L (FEET)	T (FEET)	V (FEET)	Z (FEET)	SKIMMER PIPE DIAMETER	SKIMMER ORIFICE DIAMETER
1	1.7500	14.6200	19cFs	6120	21849	8265	1.5	3	50	2	12	3.7500	

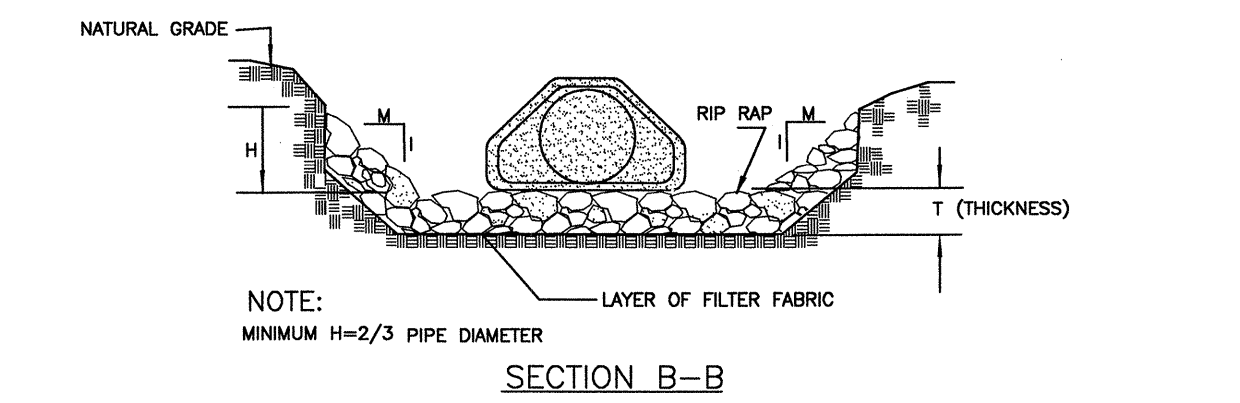
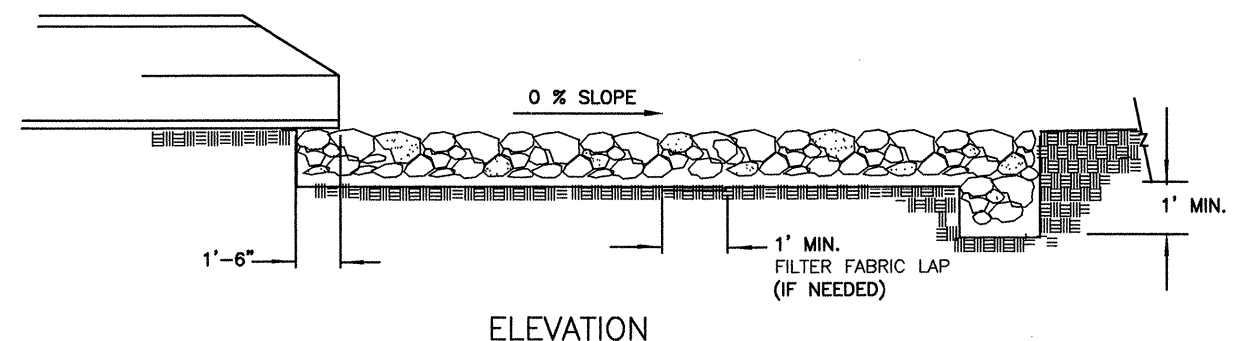
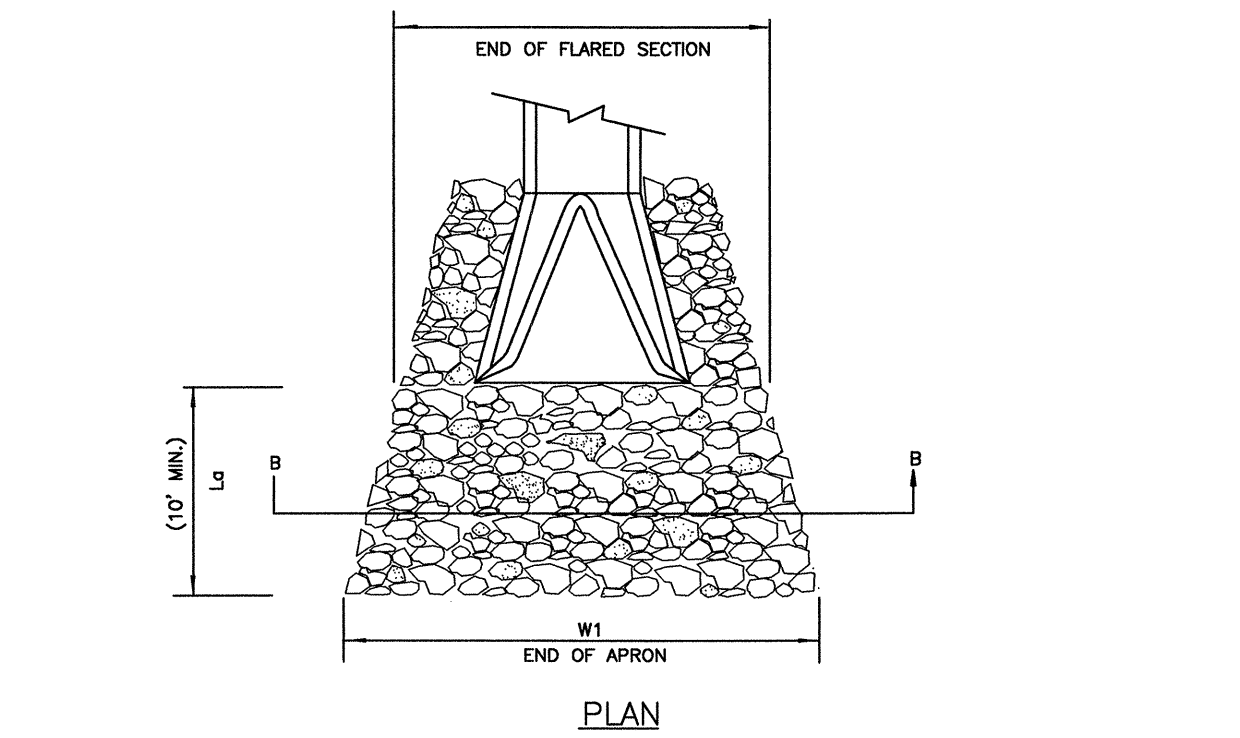
SKIMMER BASIN DETAIL

NOT TO SCALE



OUTLET STRUCTURE

UTILIZE 5'x5' CONCRETE JUNCTION BOX PER NCDOT STD. DETAIL 840.31; HOWEVER, CAST RING & COVER IN TOP SLAB - PROVIDE ADDITIONAL REBAR (#4) EACH SIDE OF OPENING.



	La	W1	T	H
OUTLET				
POND	12'	20'	1.5'	1'
CULVERT	20'	15'	1.5'	1'

d50 (see fig 8.06 ebb "NC SEDIMENT AND EROSION CONTROL MANUAL")
dmax = 1.5 x d50
T = 1.5 X dmax.

- NOTES:
1. CLASS OR MEDIAN SIZE OF RIPRAP AND LENGTH, WIDTH AND DEPTH OF APRON TO BE DESIGNED BY THE ENGINEER.
 2. RIPRAP SHOULD EXTEND UP BOTH SIDES OF THE APRON AND AROUND THE END OF THE PIPE OR CULVERT AT THE DISCHARGE OUTLET AT A MAXIMUM SLOPE OF 2:1 AND A HEIGHT NOT LESS THAN TWO THIRDS THE PIPE DIAMETER OR CULVERT HEIGHT.
 3. THERE SHALL BE NO OVERTFLOW FROM THE END OF THE APRON TO THE SURFACE OF THE RECEIVING CHANNEL.
 4. THE AREA TO BE PAVED OR RIPRAPPED SHALL BE UNDERCUT SO THAT THE INVERT OF THE APRON SHALL BE AT THE SAME GRADE (FLUSH) WITH THE SURFACE OF THE RECEIVING CHANNEL.
 5. THE APRON SHALL HAVE A CUTOFF OR TOE WALL AT THE DOWNSTREAM END. THE WIDTH OF THE END OF THE APRON SHALL BE EQUAL TO THE BOTTOM WIDTH OF THE RECEIVING CHANNEL.
 6. MAXIMUM TAPER TO RECEIVING CHANNEL 5:1 ALL SUBGRADE FOR STRUCTURE TO BE COMPACTED TO 95% OR GREATER. THE PLACING OF FILL, EITHER LOOSE OR COMPACTED IN THE RECEIVING CHANNEL SHALL NOT BE ALLOWED.
 7. NO BENDS OR CURVES IN THE HORIZONTAL ALIGNMENT OF THE APRON WILL BE PERMITTED.
 8. FILTER FABRIC SHALL BE INSTALLED ON COMPACTED SUBGRADE PRIOR TO PLACEMENT OF RIP RAP.
 9. ANY DISTURBED AREA FROM END OF APRON TO RECEIVING CHANNEL MUST BE STABILIZED.

RIP RAP APRON

NOT TO SCALE

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CHECKED:	
DRAWN:	
PROJECT NUMBER	00000000053016

Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

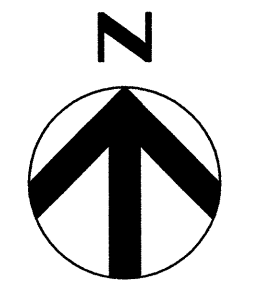
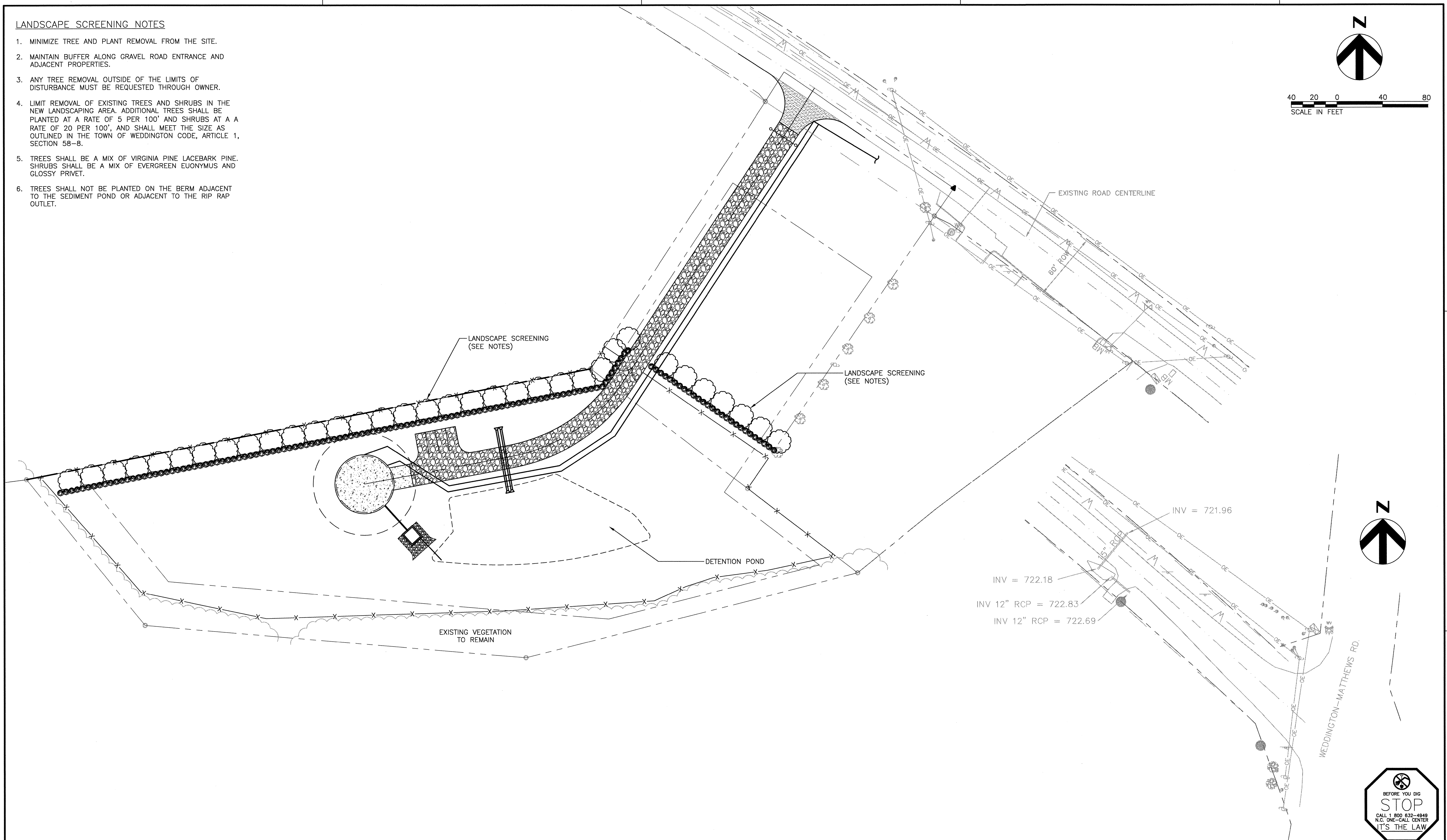
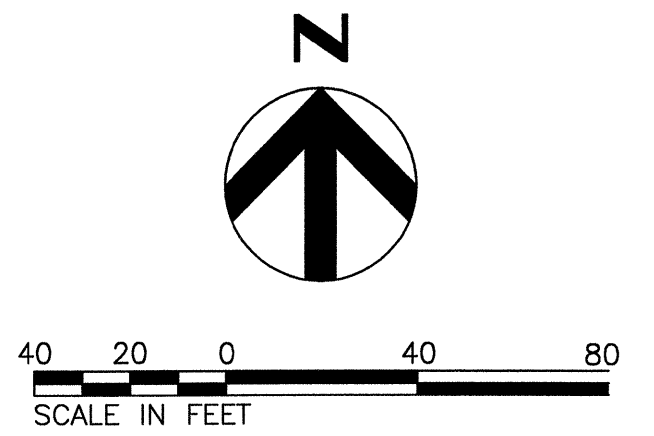
STORM WATER DETAILS

0 1" 2"

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SCALE	NO SCALE		

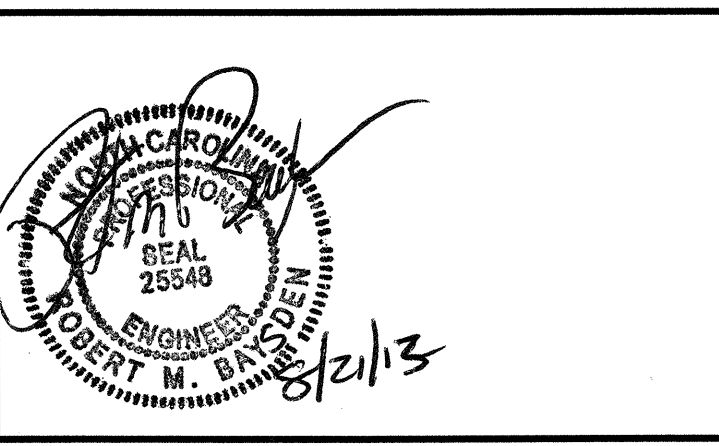
LANDSCAPE SCREENING NOTES

1. MINIMIZE TREE AND PLANT REMOVAL FROM THE SITE.
2. MAINTAIN BUFFER ALONG GRAVEL ROAD ENTRANCE AND ADJACENT PROPERTIES.
3. ANY TREE REMOVAL OUTSIDE OF THE LIMITS OF DISTURBANCE MUST BE REQUESTED THROUGH OWNER.
4. LIMIT REMOVAL OF EXISTING TREES AND SHRUBS IN THE NEW LANDSCAPING AREA. ADDITIONAL TREES SHALL BE PLANTED AT A RATE OF 5 PER 100' AND SHRUBS AT A RATE OF 20 PER 100', AND SHALL MEET THE SIZE AS OUTLINED IN THE TOWN OF WEDDINGTON CODE, ARTICLE 1, SECTION 58-8.
5. TREES SHALL BE A MIX OF VIRGINIA PINE LACEBARK PINE. SHRUBS SHALL BE A MIX OF EVERGREEN EUONYMUS AND GLOSSY PRIVET.
6. TREES SHALL NOT BE PLANTED ON THE BERM ADJACENT TO THE SEDIMENT POND OR ADJACENT TO THE RIP RAP OUTLET.



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Weddington Elevated Storage Tank

Union County North Carolina

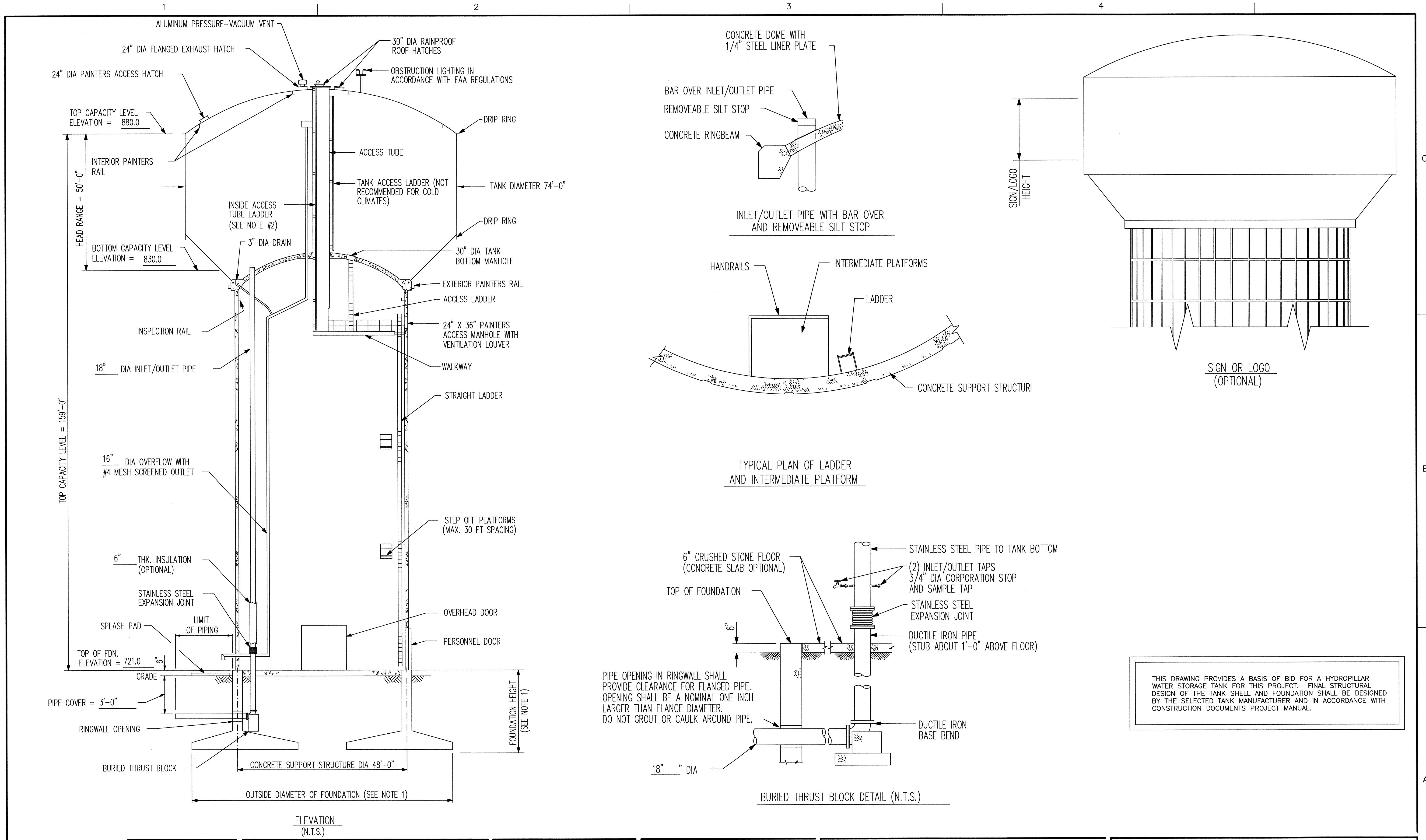
LANDSCAPE PLAN

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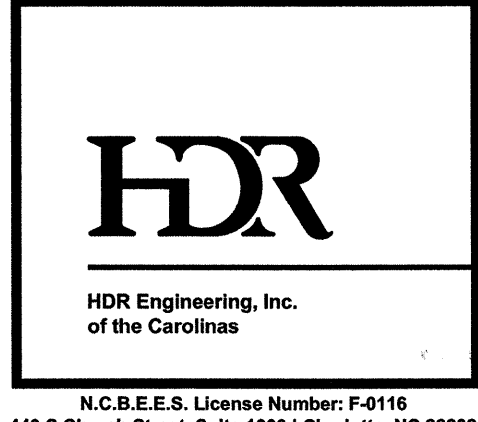
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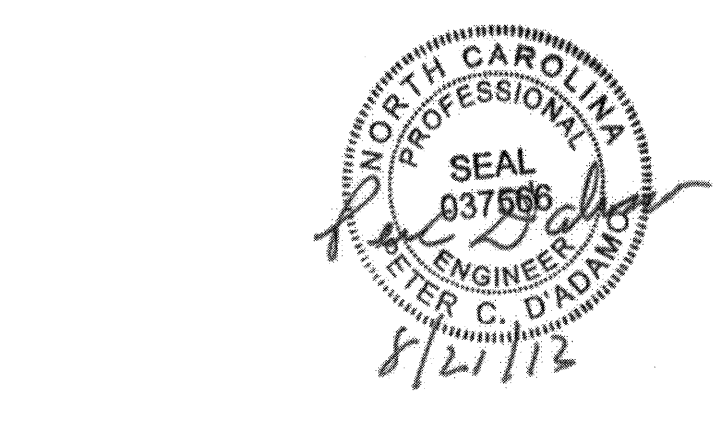


THIS DRAWING PROVIDES A BASIS OF BID FOR A HYDROPILLAR WATER STORAGE TANK FOR THIS PROJECT. FINAL STRUCTURAL DESIGN OF THE TANK SHELL AND FOUNDATION SHALL BE DESIGNED BY THE SELECTED TANK MANUFACTURER AND IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS PROJECT MANUAL.



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DESIGNER	P. D'ADAMO, PE
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DRAWN	
PROJECT NUMBER	00000000053016



Union County Public Works
Weddington Elevated Storage Tank

Union County North Carolina

CES ELEVATED STORAGE TANK PLAN AND DETAILS	
FILENAME	OOD-01.dwg
SCALE	NO SCALE
SHEET	00D-01

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TOWN OF WEDDINGTON

MEMORANDUM

DATE: 10/14/13
TO: MAYOR
TOWN COUNCIL
CC: AMY MCCOLLUM, TOWN CLERK
FROM: JORDAN COOK, ZONING ADMINISTRATOR/PLANNER
RE: UPDATE FROM PLANNING/ZONING OFFICE

- The Highclere Conservation Subdivision submitted their Preliminary Plat on Friday, August 23rd. The plan will be on the November 12th Town Council agenda.
- Todd and Jessica Alexander submitted a CZ Application for a Wedding/Banquet Facility located at 7112 New Town Road. This plan will be on the November 12th Town Council agenda.
- The Anderson Agritourism CZ Application Public Hearing will continue at the November 12th Town Council meeting.
- Staff has received a Sketch Plan for the 106 lot Atherton Estates II subdivision. This is a conventional subdivision located on Weddington-Matthews Road. Twenty-four of these lots will be located off of Cox Road.
- Staff has received a monument sign application for the previously approved Bonner Oaks subdivision. This is a ten lot subdivision located off of Amanda Drive. No new approvals are needed for this project other than the monument sign.
- The following items were on the September 23rd Planning Board agenda:
 - Highclere Preliminary Plat-Unanimous favorable recommendation.
 - 7112 New Town Road Wedding/Banquet CZ Application-4-3 Unfavorable recommendation.
- The following items will be on the October 28th Planning Board agenda:
 - Bard Property Preliminary Plat
 - Vintage Creek Subdivision Entrance Monument Sign
 - Bonner Oaks Subdivision Entrance Monument Sign
 - Bromley Subdivision Entrance Monument Sign
 - Height Exemption Text Amendment
 - TUP Text Amendment
 - CUP Text Amendment regarding PRD's

PROVIDENCE VFD

14 Union fire calls
9 Union Ems
5 Meck fire calls
Total 28

Training hours 339.00

Joshua Dye
Chief
Providence VFD

Providence Volunteer Fire Department Income & Expense Budget Performance September 2013

Ordinary Income/Expense	Sep 13	Budget	\$ Over Budget	Jul - Sep 13
Income				
110 - Subsidies				
111 - Mecklenburg Cty	0.00	5,416.66	-5,416.66	8,244.66
113 - Town of Weddington	45,500.00	45,500.00	0.00	136,500.00
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
Total 110 - Subsidies	45,500.00	52,217.32	-6,717.32	194,744.66
120 - Dues & Fees				
121 - Union County Fire Fees	0.00	833.33	-833.33	1,481.55
Total 120 - Dues & Fees	0.00	833.33	-833.33	1,481.55
130 - Vol Donations				
131 - Memorials	0.00	41.66	-41.66	0.00
134 - Other	3,520.00	250.00	3,270.00	3,740.00
130 - Vol Donations - Other	54.00			54.00
Total 130 - Vol Donations	3,574.00	291.66	3,282.34	3,794.00
140 - Other Income				
142 - Fire Fighters' Relief Fund	0.00	416.66	-416.66	0.00
143 - Fuel Tax Refund	0.00	83.33	-83.33	0.00
144 - Sales Tax Refund	0.00	250.00	-250.00	0.00
145 - Interest	0.00	250.00	-250.00	1.48
147 - Medic-EMS Reimbursement	0.00	1,000.00	-1,000.00	2,116.65
148 - Firemen Relief Interest	0.00			1.36
155 - Christmas Fundraising Income	0.00			0.00
156 - Newsletter Income	0.00			0.00
Total 140 - Other Income	0.00	1,999.99	-1,999.99	2,119.49
150 - Uncategorized Income	0.00			325.00
Total Income	49,074.00	55,342.30	-6,268.30	202,464.70
Expense				
200 - Administration				
202 - Legal Fees	546.50	416.66	129.84	546.50
203 - Building Upgrade Fees	189.00			17,110.11
204 - Ladder Shed Upgrade Fees	24,544.66			78,029.38
209 - Annual Dinner/Award	0.00			0.00
210 - Fire Chief Discretionary	225.05	166.66	58.39	386.82
211 - Bank Charges & Credit Card Fees	44.39	20.83	23.56	156.04
212 - Prof Fees	450.00	458.33	-8.33	1,350.00
213 - Computer Upgrades	0.00	166.66	-166.66	2,270.00
214 - Off Supplies	350.08	208.33	141.75	479.73

Providence Volunteer Fire Department Income & Expense Budget Performance September 2013

	Sep 13	Budget	\$ Over Budget	Jul - Sep 13
215 · Printing/Newsletter	0.00			0.00
216 · Postage	0.00	125.00	-125.00	27.14
217 · Dues, Subscriptions, & Internet	0.00	62.50	-62.50	128.00
218 · Fire Fighters' Association	0.00			0.00
219 · Miscellaneous	38.47	166.66	-128.19	805.21
Total 200 · Administration	26,388.15	1,791.63	24,596.52	101,288.93
220 · Insurance				
223 · Vol. Fire Fighters' Workers Com	0.00			0.00
224 · Commercial Package	0.00			0.00
Total 220 · Insurance	0.00			0.00
225 · Drug Testing/Physical Exams	0.00	416.66	-416.66	0.00
230 · Taxes				
231 · Sales Taxes				
232 · Meck CO.	783.36	125.00	658.36	1,365.86
233 · Union County	125.70	33.33	92.37	704.49
Total 231 · Sales Taxes	909.06	158.33	750.73	2,070.35
236 · Property Tax	0.00	8.33	-8.33	0.00
237 · Freight	0.00	8.33	-8.33	0.00
Total 230 · Taxes	909.06	174.99	734.07	2,070.35
300 · Build Maintenance				
370 · Security Monitoring	0.00			261.00
310 · Cleaning	0.00	125.00	-125.00	0.00
320 · Landscaping & Lawn Care	2,130.00	208.33	1,921.67	2,440.00
330 · Trash and Landfill	50.00	41.66	8.34	150.00
340 · Pest Control	0.00			0.00
350 · Maintenance Supplies	176.71	416.66	-239.95	1,551.33
351 · Furniture	0.00	166.66	-166.66	700.00
360 · Repairs	130.00	833.33	-703.33	2,128.00
Total 300 · Build Maintenance	2,486.71	1,791.64	695.07	7,230.33
400 · Utilities				
410 · Electric	732.52	833.33	-100.81	2,561.80
420 · Natural Gas	23.82	291.66	-267.84	70.48
430 · Telephone	120.17	291.66	-171.49	871.87
440 · Water	0.00	41.66	-41.66	97.80
Total 400 · Utilities	876.51	1,458.31	-581.80	3,601.95
500 · Fire Fighters' Equip/Training				
510 · Clothing				
512 · Dress Uniforms	0.00	166.66	-166.66	0.00

Providence Volunteer Fire Department Income & Expense Budget Performance September 2013

	Sep 13	Budget	\$ Over Budget	Jul - Sep 13
513 · Clothing - Other	401.51	416.66	-15.15	750.71
Total 510 · Clothing	401.51	583.32	-181.81	750.71
520 · Equipment				
521 · Radios\ Pagers - New	2,700.00	250.00	2,450.00	2,700.00
522 · Radios\ Pagers - Maintenance	0.00	83.33	-83.33	2,484.90
523 · Equipment - New	283.90	750.00	-466.10	1,928.64
524 · Equipment - Maintenance	0.00	416.66	-416.66	2,021.10
525 · Firefighting Supplies	0.00	416.66	-416.66	515.00
528 · Mecklenburg Radio Contract	0.00	1,300.66	-1,300.66	9,916.68
Total 520 · Equipment	2,983.90	3,217.31	-233.41	19,566.32
529 · PPE (Personal Protective Equip)	612.00	2,916.66	-2,304.66	2,470.40
530 · Medical				
531 · Equipment	0.00			3,007.00
532 · Supplies	215.77	208.33	7.44	848.66
533 · Waste	236.68	125.00	111.68	637.84
Total 530 · Medical	452.45	333.33	119.12	4,493.50
540 · Training				
541 · Seminars	598.15	1,075.00	-476.85	1,078.32
542 · Books	0.00	125.00	-125.00	1,613.17
543 · PR Literature	0.00	125.00	-125.00	0.00
544 · Other - Training Bonus	0.00	1,958.33	-1,958.33	0.00
Total 540 · Training	598.15	3,283.33	-2,685.18	2,691.49
Total 500 · Fire Fighters' Equip/Training	5,048.01	10,333.95	-5,285.94	29,972.42
600 · Fire Engines				
620 · '99 Southern Coach Eng #322	11,238.80	1,250.00	9,988.80	15,731.69
635 · '93 KME Engine #323	613.18	833.33	-220.15	10,905.29
640 · '03 Red Diamond #324	296.95	500.00	-203.05	1,237.70
650 · '02 Ford Quesco Brush #326	150.59	166.66	-16.07	150.59
660 · '95 Intern\Hackney Squad #32	0.00	416.66	-416.66	586.02
680 · '06 KME Pumper #321	0.00	1,333.33	-1,333.33	805.20
681 · Diesel Fuel	1,060.53	1,583.33	-522.80	3,702.79
682 · Gasoline	0.00	16.66	-16.66	0.00
683 · Cleaning Supplies	0.00	83.33	-83.33	0.00
684 · Miscellaneous Parts	0.00	83.33	-83.33	163.18
685 · Fire Engines - Other	0.00	500.00	-500.00	0.00
Total 600 · Fire Engines	13,360.05	6,766.63	6,593.42	33,282.46
800 · Firefighters Payroll				
801 · Payroll - Day Shift (Hourly)	13,709.25	17,480.00	-3,770.75	44,019.75

Providence Volunteer Fire Department
Income & Expense Budget Performance
 September 2013

	<u>Sep 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul - Sep 13</u>
809 · Payroll - Day Shift (Stipend)	2,160.00	1,500.00	660.00	4,920.00
802 · Payroll - Night Shift (Hourly)	9,510.00	9,490.00	20.00	28,447.00
810 · Payroll - Night Shift (Stipend)	2,130.00	1,825.00	305.00	5,240.00
808 · Payroll Expenses				
FICA	2,104.45	1,798.58	305.87	6,320.94
SUTA	294.61	500.00	-205.39	889.83
808 · Payroll Expenses - Other	91.55	125.00	-33.45	257.25
Total 808 · Payroll Expenses	<u>2,490.61</u>	<u>2,423.58</u>	<u>67.03</u>	<u>7,468.02</u>
Total 800 · Firefighters Payroll	29,999.86	32,718.58	-2,718.72	90,094.77
850 · Christmas Fundraising Expense	0.00			0.00
Total Expense	<u>79,068.35</u>	<u>55,452.39</u>	<u>23,615.96</u>	<u>267,541.21</u>
Net Ordinary Income	<u>-29,994.35</u>	<u>-110.09</u>	<u>-29,884.26</u>	<u>-65,076.51</u>
Net Income	<u><u>-29,994.35</u></u>	<u><u>-110.09</u></u>	<u><u>-29,884.26</u></u>	<u><u>-65,076.51</u></u>

Providence Volunteer Fire Department
Income & Expense Budget Performance
 September 2013

Ordinary Income/Expense	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
Income			
110 - Subsidies			
111 - Mecklenburg Cty	16,250.06	-8,005.40	65,000.00
113 - Town of Weddington	136,500.00	0.00	546,000.00
116 - Town of Weddington - Other			
117 - Mecklenburg Cty Radio Subsidy	3,902.06	-3,902.06	15,608.00
Total 110 - Subsidies	<u>156,652.12</u>	<u>38,092.54</u>	<u>626,608.00</u>
120 - Dues & Fees			
121 - Union County Fire Fees	2,500.03	-1,018.48	10,000.00
Total 120 - Dues & Fees	<u>2,500.03</u>	<u>-1,018.48</u>	<u>10,000.00</u>
130 - Vol Donations			
131 - Memorials	125.06	-125.06	500.00
134 - Other	750.00	2,990.00	3,000.00
130 - Vol Donations - Other			
Total 130 - Vol Donations	<u>875.06</u>	<u>2,918.94</u>	<u>3,500.00</u>
140 - Other Income			
142 - Fire Fighters' Relief Fund	1,250.06	-1,250.06	5,000.00
143 - Fuel Tax Refund	250.03	-250.03	1,000.00
144 - Sales Tax Refund	750.00	-750.00	3,000.00
145 - Interest	750.00	-748.52	3,000.00
147 - Medic-EMS Reimbursement	3,000.00	-883.35	12,000.00
148 - Firemen Relief Interest			
155 - Christmas Fundraising Income			5,000.00
156 - Newsletter Income			7,500.00
Total 140 - Other Income	<u>6,000.09</u>	<u>-3,880.60</u>	<u>36,500.00</u>
150 - Uncategorized Income			
Total Income	<u>166,027.30</u>	<u>36,437.40</u>	<u>676,608.00</u>
Expense			
200 - Administration			
202 - Legal Fees	1,250.06	-703.56	5,000.00
203 - Building Upgrade Fees			
204 - Ladder Shed Upgrade Fees			
209 - Annual Dinner/Award			4,000.00
210 - Fire Chief Discretionary	500.06	-113.24	2,000.00
211 - Bank Charges & Credit Card Fees	62.53	93.51	250.00
212 - Prof Fees	1,375.03	-25.03	5,500.00
213 - Computer Upgrades	500.06	1,769.94	2,000.00
214 - Off Supplies	625.03	-145.30	2,500.00

Providence Volunteer Fire Department Income & Expense Budget Performance September 2013

	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
215 · Printing/Newsletter			3,000.00
216 · Postage	375.00	-347.86	1,500.00
217 · Dues, Subscriptions, & Internet	187.50	-59.50	750.00
218 · Fire Fighters' Association			500.00
219 · Miscellaneous	500.06	305.15	2,000.00
Total 200 · Administration	<u>5,375.33</u>	<u>95,913.60</u>	<u>29,000.00</u>
220 · Insurance			
223 · Vol. Fire Fighters' Workers Com			8,000.00
224 · Commercial Package			20,000.00
Total 220 · Insurance			<u>28,000.00</u>
225 · Drug Testing/Physical Exams	1,250.06	-1,250.06	5,000.00
230 · Taxes			
231 · Sales Taxes			
232 · Meck CO.	375.00	990.86	1,500.00
233 · Union County	100.03	604.46	400.00
Total 231 · Sales Taxes	<u>475.03</u>	<u>1,595.32</u>	<u>1,900.00</u>
236 · Property Tax	25.03	-25.03	100.00
237 · Freight	25.03	-25.03	100.00
Total 230 · Taxes	<u>525.09</u>	<u>1,545.26</u>	<u>2,100.00</u>
300 · Build Maintenance			
370 · Security Monitoring			
310 · Cleaning	125.00	-125.00	500.00
320 · Landscaping & Lawn Care	625.03	1,814.97	2,500.00
330 · Trash and Landfill	125.06	24.94	500.00
340 · Pest Control			500.00
350 · Maintenance Supplies	1,250.06	301.27	5,000.00
351 · Furniture	500.06	199.94	2,000.00
360 · Repairs	2,500.03	-372.03	10,000.00
Total 300 · Build Maintenance	<u>5,125.24</u>	<u>2,105.09</u>	<u>21,000.00</u>
400 · Utilities			
410 · Electric	2,500.03	61.77	10,000.00
420 · Natural Gas	875.06	-804.58	3,500.00
430 · Telephone	875.06	-3.19	3,500.00
440 · Water	125.06	-27.26	500.00
Total 400 · Utilities	<u>4,375.21</u>	<u>-773.26</u>	<u>17,500.00</u>
500 · Fire Fighters' Equip/Training			
510 · Clothing			
512 · Dress Uniforms	500.06	-500.06	2,000.00

Providence Volunteer Fire Department
Income & Expense Budget Performance
September 2013

	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
513 · Clothing - Other	1,250.06	-499.35	5,000.00
Total 510 · Clothing	1,750.12	-999.41	7,000.00
520 · Equipment			
521 · Radios\ Pagers - New	750.00	1,950.00	3,000.00
522 · Radios\ Pagers - Maintenance	250.03	2,234.87	1,000.00
523 · Equipment - New	2,250.00	-321.36	9,000.00
524 · Equipment - Maintenance	1,250.06	771.04	5,000.00
525 · Firefighting Supplies	1,250.06	-735.06	5,000.00
528 · Mecklenburg Radio Contract	3,902.06	6,014.62	15,608.00
Total 520 · Equipment	9,652.21	9,914.11	38,608.00
529 · PPE (Personal Protective Equip)	8,750.06	-6,279.66	35,000.00
530 · Medical			
531 · Equipment			
532 · Supplies	625.03	223.63	2,500.00
533 · Waste	375.00	262.84	1,500.00
Total 530 · Medical	1,000.03	3,493.47	4,000.00
540 · Training			
541 · Seminars	3,225.00	-2,146.68	12,900.00
542 · Books	375.00	1,238.17	1,500.00
543 · PR Literature	375.00	-375.00	1,500.00
544 · Other - Training Bonus	5,875.03	-5,875.03	23,500.00
Total 540 · Training	9,850.03	-7,158.54	39,400.00
Total 500 · Fire Fighters' Equip/Training	31,002.45	-1,030.03	124,008.00
600 · Fire Engines			
620 · '99 Southern Coach Eng #322	3,750.00	11,981.69	15,000.00
635 · '93 KME Engine #323	2,500.03	8,405.26	10,000.00
640 · '03 Red Diamond #324	1,500.00	-262.30	6,000.00
650 · '02 Ford Quesco Brush #326	500.06	-349.47	2,000.00
660 · '95 Intern\Hackney Squad #32	1,250.06	-664.04	5,000.00
680 · '06 KME Pumper #321	4,000.03	-3,194.83	16,000.00
681 · Diesel Fuel	4,750.03	-1,047.24	19,000.00
682 · Gasoline	50.06	-50.06	200.00
683 · Cleaning Supplies	250.03	-250.03	1,000.00
684 · Miscellaneous Parts	250.03	-86.85	1,000.00
685 · Fire Engines - Other	1,500.00	-1,500.00	6,000.00
Total 600 · Fire Engines	20,300.33	12,982.13	81,200.00
800 · Firefighters Payroll			
801 · Payroll - Day Shift (Hourly)	52,440.00	-8,420.25	209,760.00

Providence Volunteer Fire Department
Income & Expense Budget Performance
 September 2013

	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
809 · Payroll - Day Shift (Stipend)	4,500.00	420.00	18,000.00
802 · Payroll - Night Shift (Hourly)	28,470.00	-23.00	113,880.00
810 · Payroll - Night Shift (Stipend)	5,475.00	-235.00	21,900.00
808 · Payroll Expenses			
FICA	5,395.78	925.16	21,583.00
SUTA	1,500.00	-610.17	6,000.00
808 · Payroll Expenses - Other	375.00	-117.75	1,500.00
Total 808 · Payroll Expenses	<u>7,270.78</u>	<u>197.24</u>	<u>29,083.00</u>
Total 800 · Firefighters Payroll	98,155.78	-8,061.01	392,623.00
850 · Christmas Fundraising Expense			4,000.00
Total Expense	<u>166,109.49</u>	<u>101,431.72</u>	<u>704,431.00</u>
Net Ordinary Income	<u>-82.19</u>	<u>-64,994.32</u>	<u>-27,823.00</u>
Net Income	<u><u>-82.19</u></u>	<u><u>-64,994.32</u></u>	<u><u>-27,823.00</u></u>

Providence Volunteer Fire Department Balance Sheet

As of September 30, 2013
Sep 30, 13

ASSETS

Current Assets

Checking/Savings

Checking Accounts

BB&T Checking-5119 33,778.14

BOA Payroll-7449 22,425.69

Total Checking Accounts 56,203.83

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

Firemen Relief-BOA-8254 39,754.15

Total Checking/Savings 215,445.20

Total Current Assets 215,445.20

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 779,869.40

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 - Payroll Liabilities 889.86

Total Other Current Liabilities 889.86

Providence Volunteer Fire Department Balance Sheet

As of ~~September~~ Sep 30, 13 30, 2013

Total Current Liabilities	<u>889.86</u>
Total Liabilities	889.86
Equity	
3900 - Retained Earnings	844,056.05
Net Income	<u>-65,076.51</u>
Total Equity	<u>778,979.54</u>
TOTAL LIABILITIES & EQUITY	<u><u>779,869.40</u></u>



Union County Sheriff's Office
Events By Nature

Date of Report

10/1/2013

1:23:36PM

For the Month of: September 2013

<u>Event Type</u>	<u>Total</u>
911 HANG UP	25
911 MISDIAL	2
911 TEST CALL	1
ACCIDENT EMD	2
ACCIDENT PD COUNTY NO EMD	16
ACCIDENT PD MUNICIPAL	1
ALARMS LAW	62
ANIMAL BITE REPORT LAW	2
ANIMAL COMP SERVICE CALL LAW	7
ASSAULT IN PROGRESS LAW	1
ASSAULT SIMPLE LAW	3
ASSIST EMS OR FIRE	1
ATTEMPT TO LOCATE	3
BARKING DOG	2
BOLO	6
BURGLARY HOME OTHER NONBUSINESS	5
BURGLARY VEHICLE	6
BUSINESS CHECK	27
CALL BY PHONE	12
DISCHARGE OF FIREARM	2
DISTURBANCE OR NUISANCE	3
DOMESTIC DISTURBANCE	5
ESCORT	1
FOLLOW UP INVESTIGATION	2
FRAUD DECEPTION FORGERY	5
FUNERAL ESCORT	1
HARASSMENT STALKING THREATS	3
ILLEGAL DUMPING LITTERING	1

<u>Event Type</u>	<u>Total</u>
JURISDICTION CONFIRMATION LAW	1
JUVENILE COMPLAINT	1
LARCENY THEFT	3
LOST OR FOUND PROPERTY	1
MISSING PERSON	2
MOTORIST ASSIST	2
NC DOT MISCELLANEOUS	4
NOISE COMPLAINT	1
PREVENTATIVE PATROL	307
PROP DAMAGE VANDALISM MISCHIEF	4
PUBLIC SERVICE	6
PUBLIC WORKS CALL	3
RADAR PATROL INCLUDING TRAINIG	4
SERVE CIVIL PAPER	4
SERVE CRIMINAL SUMMONS	1
SERVE DOMESTIC VIOL ORDER	1
SERVE WARRANT	7
STRUCTURE FIRE EFD	2
SUSPICIOUS CIRCUMSTANCES	3
SUSPICIOUS VEHICLE	7
TEST PLEASE LIMIT THESE	1
TRAFFIC HAZARD	3
TRAFFIC STOP	34
TRAFFIC VIOLATION COMPLAINT	3
VEHICLE FIRE EFD	1
WEAPONS FIREARMS INCIDENTS	1
WELL BEING CHECK	3

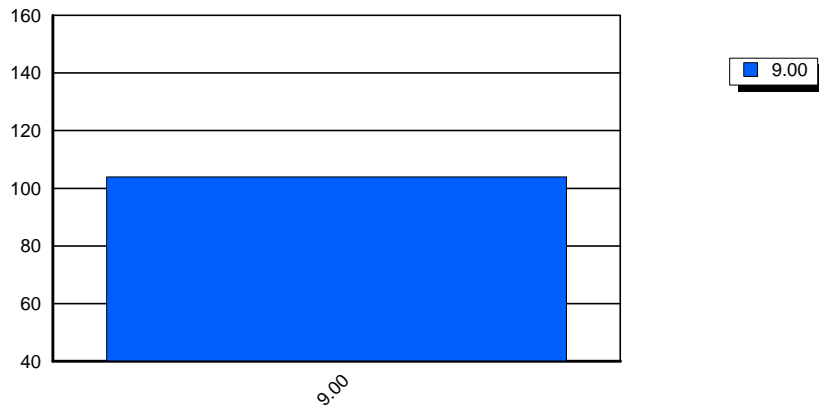
Total Calls for Month:

617

WESLEY CHAPEL VFD

10/7/2013

Count of Alarms Per Month



<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1305083	0	09/01/2013
09020	1305088	0	09/01/2013
09020	1305089	0	09/01/2013
09020	1305095	0	09/01/2013
09020	1305106	0	09/02/2013
09020	1305107	0	09/02/2013
09020	1305123	0	09/03/2013
09020	1305131	0	09/03/2013
09020	1305140	0	09/03/2013
09020	1305144	0	09/04/2013
09020	1305158	0	09/04/2013
09020	1305160	0	09/04/2013
09020	1305164	0	09/05/2013
09020	1305172	0	09/05/2013
09020	1305178	0	09/05/2013
09020	1305180	0	09/05/2013
09020	1305190	0	09/06/2013
09020	1305198	0	09/06/2013
09020	1305206	0	09/06/2013
09020	1305218	0	09/07/2013
09020	1305224	0	09/07/2013
09020	1305225	0	09/07/2013
09020	1305229	0	09/07/2013
09020	1305239	0	09/08/2013
09020	1305244	0	09/08/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1305253	0	09/09/2013
09020	1305258	0	09/09/2013
09020	1305261	0	09/09/2013
09020	1305262	0	09/09/2013
09020	1305263	0	09/09/2013
09020	1305269	0	09/09/2013
09020	1305272	0	09/09/2013
09020	1305273	0	09/09/2013
09020	1305277	0	09/10/2013
09020	1305286	0	09/10/2013
09020	1305287	0	09/10/2013
09020	1305294	0	09/10/2013
09020	1305295	0	09/10/2013
09020	1305303	0	09/11/2013
09020	1305306	0	09/11/2013
09020	1305307	0	09/11/2013
09020	1305311	0	09/11/2013
09020	1305313	0	09/11/2013
09020	1305314	0	09/11/2013
09020	1305316	0	09/12/2013
09020	1305321	0	09/12/2013
09020	1305324	0	09/12/2013
09020	1305326	0	09/12/2013
09020	1305330	0	09/12/2013
09020	1305339	0	09/13/2013
09020	1305349	0	09/13/2013
09020	1305354	0	09/13/2013
09020	1305353	0	09/13/2013
09020	1305361	0	09/14/2013
09020	1305383	0	09/14/2013
09020	1305368	0	09/14/2013
09020	1305374	0	09/14/2013
09020	1305380	0	09/14/2013
09020	1305381	0	09/14/2013
09020	1305386	0	09/15/2013
09020	1305403	0	09/15/2013
09020	1305413	0	09/15/2013
09020	1305423	0	09/16/2013
09020	1305431	0	09/16/2013
09020	1305437	0	09/17/2013
09020	1305231	0	09/17/2013
09020	1305439	0	09/17/2013
09020	1305465	0	09/18/2013

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1305474	0	09/19/2013
09020	1305479	0	09/19/2013
09020	1305483	0	09/19/2013
09020	1305498	0	09/20/2013
09020	1305501	0	09/20/2013
09020	1305503	0	09/20/2013
09020	1305513	0	09/21/2013
09020	1305515	0	09/21/2013
09020	1305529	0	09/21/2013
09020	1305521	0	09/21/2013
09020	1305528	0	09/21/2013
09020	1305524	0	09/21/2013
09020	1305527	0	09/21/2013
09020	1305534	0	09/21/2013
09020	1305548	0	09/22/2013
09020	1305553	0	09/22/2013
09020	1305560	0	09/23/2013
09020	1305706	0	09/23/2013
09020	1305565	0	09/23/2013
09020	1305566	0	09/23/2013
09020	1305569	0	09/23/2013
09020	1305574	0	09/23/2013
09020	1305586	0	09/24/2013
09020	1305601	0	09/25/2013
09020	1305604	0	09/25/2013
09020	1305620	0	09/26/2013
09020	1305626	0	09/26/2013
09020	1305632	0	09/26/2013
09020	1305676	0	09/28/2013
09020	1305669	0	09/28/2013
09020	1305672	0	09/28/2013
09020	1305674	0	09/28/2013
09020	1305681	0	09/28/2013
09020	1305687	0	09/29/2013
09020	1305691	0	09/29/2013
09020	1305701	0	09/30/2013

Month Total: **104**

Grand Total: **104**

WESLEY CHAPEL VFD

10/7/2013

NFIRS Incident Listing Summary Report

2 total calls for Incident Type 111 **Building fire**
1 total calls for Incident Type 113 **Cooking fire, confined to container**
2 total calls for Incident Type 131 **Passenger vehicle fire**
1 total calls for Incident Type 140 **Natural vegetation fire, other**
47 total calls for Incident Type 311 **Medical assist, assist EMS crew**
3 total calls for Incident Type 322 **Motor vehicle accident with injuries**
2 total calls for Incident Type 323 **Motor vehicle/pedestrian accident (MV Ped)**
3 total calls for Incident Type 324 **Motor vehicle accident with no injuries**
7 total calls for Incident Type 381 **Rescue or EMS standby**
1 total calls for Incident Type 424 **Carbon monoxide incident**
2 total calls for Incident Type 500 **Service Call, other**
1 total calls for Incident Type 550 **Public service assistance, other**
2 total calls for Incident Type 554 **Assist invalid**
2 total calls for Incident Type 600 **Good intent call, other**
12 total calls for Incident Type 611 **Dispatched & canceled en route**
1 total calls for Incident Type 631 **Authorized controlled burning**
1 total calls for Incident Type 651 **Smoke scare, odor of smoke**
6 total calls for Incident Type 735 **Alarm system sounded due to malfunction**
2 total calls for Incident Type 736 **CO detector activation due to malfunction**
3 total calls for Incident Type 740 **Unintentional transmission of alarm, other**
3 total calls for Incident Type 745 **Alarm system activation, no fire - unintentional**

Total Incidents:

104

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: October 14, 2013

SUBJECT: Monthly Report – September 2013

Transactions:	
2013 Tax Charge	\$1,122,669.49
2013 Tax Deferments	\$(65,801.29)
2013 Tax Exemptions	\$(55,557.15)
2013 Late List Penalties	\$149.66
2013 Tax Write-offs Under \$5.00	\$(843.05)
Adjustments <5.00	\$4.67
Balance Adjustment	\$(50.00)
Penalty and Interest Payments	\$(44.27)
Refunds	\$19.80
Overpayments	\$ (.80)
Taxes Collected:	
2011	\$(2.22)
2012	\$(482.22)
2013	\$(101,062.39)
As of September 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	\$4014.85

2012	\$12323.82
2013	\$899504.30
Total Outstanding:	\$922790.66

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

FY 2013-2014

09/01/2013 TO 09/30/2013
CURRENT PERIOD YEAR-TO-DATE BUDGETED % BUDGET REM

REVENUE:

10-3101-110 AD VALOREM TAX - CURRENT	99,341.34	101,066.50	975,000.00	90
10-3102-110 AD VALOREM TAX - 1ST PRIOR Y	2,207.38	4,018.88	7,000.00	43
10-3103-110 AD VALOREM TAX - NEXT 8 YRS	2.22	2,176.82	1,000.00	-118
10-3110-121 AD VALOREM TAX - MOTOR VEH	6,284.98	14,568.50	60,000.00	76
10-3115-180 TAX INTEREST	15.56	367.22	2,250.00	84
10-3231-220 LOCAL OPTION SALES TAX REV -	24,617.65	24,617.65	156,000.00	84
10-3322-220 BEER & WINE TAX	0.00	0.00	43,350.00	100
10-3324-220 UTILITY FRANCHISE TAX	92,642.49	92,642.49	407,000.00	77
10-3340-400 ZONING & PERMIT FEES	1,975.00	9,670.00	10,000.00	3
10-3350-400 SUBDIVISION FEES	100.00	16,000.00	2,000.00	-700
10-3830-891 MISCELLANEOUS REVENUES	175.00	832.36	1,500.00	45
10-3831-491 INVESTMENT INCOME	8.36	520.89	13,000.00	96
TOTAL REVENUE	227,369.98	266,481.31	1,678,100.00	84

AFTER TRANSFERS 227,369.98 266,481.31 1,678,100.00

4110 GENERAL GOVERNMENT

EXPENDITURE:

10-4110-126 FIRE DEPT SUBSIDIES	59,900.00	179,700.00	752,625.00	76
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	8,252.80	8,252.80	90,000.00	91
10-4110-195 ELECTION EXPENSE	0.00	0.00	11,000.00	100
10-4110-340 EVENTS & PUBLICATIONS	1,448.50	1,448.50	5,500.00	74
10-4110-341 WEDDINGTON FESTIVAL	6,517.51	-1,964.52	10,000.00	120
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	76,118.81	247,283.78	1,199,975.00	79

BEFORE TRANSFERS -76,118.81 -247,283.78 -1,199,975.00

AFTER TRANSFERS -76,118.81 -247,283.78 -1,199,975.00

4120 ADMINISTRATIVE

EXPENDITURE:

10-4120-121 SALARIES - CLERK	5,758.56	17,978.76	73,500.00	76
10-4120-123 SALARIES - TAX COLLECTOR	3,358.20	9,599.00	43,500.00	78
10-4120-124 SALARIES - FINANCE OFFICER	1,141.88	3,335.01	11,250.00	70
10-4120-125 SALARIES - MAYOR & TOWN COU	1,750.00	5,250.00	25,200.00	79
10-4120-181 FICA EXPENSE	910.62	2,742.39	13,000.00	79
10-4120-182 EMPLOYEE RETIREMENT	1,381.17	4,184.90	16,500.00	75
10-4120-183 EMPLOYEE INSURANCE	1,763.00	5,289.00	21,000.00	75
10-4120-184 EMPLOYEE LIFE INSURANCE	33.04	90.16	400.00	77
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	72.00	325.00	78
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	568.12	767.06	17,000.00	95
10-4120-210 PLANNING CONFERENCE	0.00	0.00	1,000.00	100
10-4120-321 TELEPHONE - ADMIN	267.29	533.78	4,000.00	87
10-4120-325 POSTAGE - ADMIN	1,187.83	1,287.83	4,200.00	69
10-4120-331 UTILITIES - ADMIN	233.33	693.83	4,725.00	85

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

FY 2013-2014

09/01/2013 TO 09/30/2013

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-351 REPAIRS & MAINTENANCE - BUIL	4,470.10	4,862.10	38,000.00	87
10-4120-352 REPAIRS & MAINTENANCE - EQU	16,355.15	20,812.33	55,000.00	62
10-4120-354 REPAIRS & MAINTENANCE - GRO	2,895.00	13,374.00	46,000.00	71
10-4120-355 REPAIRS & MAINTENANCE - PES	0.00	110.00	1,250.00	91
10-4120-356 REPAIRS & MAINTENANCE - CUS	400.00	800.00	6,250.00	87
10-4120-370 ADVERTISING - ADMIN	170.30	302.14	1,000.00	70
10-4120-397 TAX LISTING & TAX COLLECTION	44.40	-5.41	1,000.00	101
10-4120-400 ADMINISTRATIVE:TRAINING	205.00	1,065.00	4,100.00	74
10-4120-410 ADMINISTRATIVE:TRAVEL	1,319.49	2,301.85	6,500.00	65
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	0.00	47.50	1,500.00	97
10-4120-499 MISCELLANEOUS	0.00	15.00	3,500.00	100
TOTAL EXPENDITURE	44,236.48	119,224.43	448,960.00	73
BEFORE TRANSFERS	-44,236.48	-119,224.43	-448,960.00	
AFTER TRANSFERS	-44,236.48	-119,224.43	-448,960.00	
4130 PLANNING & ZONING				
EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTR	5,178.18	15,534.54	65,500.00	76
10-4130-122 SALARIES - ASST ZONING ADMIN	92.82	351.39	2,500.00	86
10-4130-123 SALARIES - RECEPTIONIST	1,505.52	4,810.32	21,500.00	78
10-4130-124 SALARIES - PLANNING BOARD	1,450.00	4,150.00	17,500.00	76
10-4130-125 SALARIES - SIGN REMOVAL	433.55	1,264.85	5,000.00	75
10-4130-181 FICA EXPENSE - P&Z	662.50	1,997.50	11,700.00	83
10-4130-182 EMPLOYEE RETIREMENT - P&Z	1,012.58	3,075.33	12,700.00	76
10-4130-183 EMPLOYEE INSURANCE	1,763.00	5,289.00	22,500.00	76
10-4130-184 EMPLOYEE LIFE INSURANCE	23.24	68.60	325.00	79
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	36.00	215.00	83
10-4130-193 CONSULTING	4,290.00	4,277.40	5,000.00	14
10-4130-194 CONSULTING - COG	0.00	0.00	5,000.00	100
10-4130-200 OFFICE SUPPLIES - PLANNING &	468.83	486.14	5,000.00	90
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	267.30	533.80	4,000.00	87
10-4130-325 POSTAGE - PLANNING & ZONING	1,294.48	1,273.96	4,200.00	70
10-4130-331 UTILITIES - PLANNING & ZONING	233.33	693.86	4,725.00	85
10-4130-370 ADVERTISING - PLANNING & ZON	170.30	177.76	1,000.00	82
TOTAL EXPENDITURE	18,857.63	44,020.45	200,365.00	78
BEFORE TRANSFERS	-18,857.63	-44,020.45	-200,365.00	
AFTER TRANSFERS	-18,857.63	-44,020.45	-200,365.00	
GRAND TOTAL	88,157.06	-144,047.35	-171,200.00	

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2013-2014

PERIOD ENDING: 09/30/2013

10

ASSETS

ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	350,132.27
10-1120-001 TRINITY MONEY MARKET	1,180,674.95
10-1120-002 CITIZENS SOUTH CD'S	514,703.59
10-1170-000 NC CASH MGMT TRUST	530,056.38
10-1211-001 A/R PROPERTY TAX	899,504.30
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	12,323.82
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	10,962.54
10-1216-000 A/R INTERGOVT - MOTOR VEHICLE TAXES	3,722.69
10-1232-000 SALES TAX RECEIVABLE	287.94
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	4,500,563.31

LIABILITIES & EQUITY

LIABILITIES

10-2120-000 BOND DEPOSIT PAYABLE	262,038.40
10-2620-000 DEFERRED REVENUE - DELQ TAXES	12,323.82
10-2625-000 DEFERRED REVENUE - CURR YR TAX	899,504.30
10-2630-000 DEFERRED REVENUE-NEXT 8	10,962.54
TOTAL LIABILITIES	1,184,829.06

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	-27,456.14
CURRENT FUND BALANCE - YTD NET REV	-144,047.35

TOTAL EQUITY	3,315,734.25
TOTAL LIABILITIES & FUND EQUITY	4,500,563.31