

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
TUESDAY, NOVEMBER 12, 2019 – 7:00 P.M.  
WEDDINGTON TOWN HALL  
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104  
AGENDA**

Prayer – Shane Freeman, Southbrook Church

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Additions, Deletions and/or Adoption of the Agenda
5. Mayor/Councilmember Reports
6. Public Comments
7. Public Safety Report
8. Consent Agenda
  - A. Consideration of Engineering Contract with LaBella Associates
  - B. Authorize Tax Collector to charge off 2008 Property Taxes
9. Approval of Minutes
  - A. October 14, 2019 Regular Town Council Meeting Minutes
10. Public Hearings
  - A. Discussion and Consideration of Preliminary Plat for Hemby Place
  - B. Discussion and Consideration of Abandoning Michelle Court Right of Way
  - C. Discussion and Consideration of Abandoning Rea Road Right of Way
11. Old Business
  - A. Discussion and Consideration of Temporary Driveway Easement Agreement for Weddington Corners Shopping Center
12. New Business
  - A. Consideration of Resolution 2019-05 ordering the abandonment of Michelle Court Right of Way
  - B. Consideration of Resolution 2019-06 ordering the abandonment of Rea Road Right of Way
13. Update from Town Planner
14. Code Enforcement Report
15. Update from Finance Officer and Tax Collector
16. Transportation Report
17. Council Comments
18. Adjournment



# Union County Sheriff's Office

## Events By Nature

For the Month of: October 2019

Date of Report

11/1/2019

9:00:52AM

<u>Event Type</u>	<u>Total</u>
911 HANG UP	97
ABANDONED VEHICLE	1
ACCIDENT EMD	3
ACCIDENT HITRUN PD LAW	6
ACCIDENT PD COUNTY NO EMD	27
ALARMS LAW	39
ANIMAL BITE REPORT LAW	4
ANIMAL COMP SERVICE CALL LAW	15
ASSIST EMS OR FIRE	6
ATTEMPT TO LOCATE	5
BOLO	5
BURGLARY HOME OTHER NONBUSINESS	2
BURGLARY VEHICLE	3
BUSINESS CHECK	65
CARELESS AND RECKLESS	7
DISTURBANCE OR NUISANCE	7
DOMESTIC DISTURBANCE	7
DRUG ACTIVITY	1
ESCORT	1
FOLLOW UP INVESTIGATION	6
FOOT PATROL	1
FRAUD DECEPTION FORGERY	1
FUNERAL ESCORT	1
HARASSMENT STALKING THREATS	2
ILLEGAL DUMPING LITTERING	1
IMPROPERLY PARKED VEHICLE	1
INTOXICATED DRIVER	1
INVESTIGATION	12

<u>Event Type</u>	<u>Total</u>
JURISDICTION CONFIRMATION LAW	8
LARCENY THEFT	5
LIVE STOCK ON HIGHWAY	1
MOTORIST ASSIST	11
NC DOT MISCELLANEOUS	1
NOISE COMPLAINT	4
PREVENTATIVE PATROL	655
PROP DAMAGE VANDALISM MISCHIEF	9
PUBLIC SERVICE	1
RADAR PATROL INCLUDING TRAINIG	20
REFERAL OR INFORMATION CALL	5
RESIDENTIAL CHECK	7
SEARCH CONDUCTED BY LAW AGNCY	2
SERVE CIVIL PAPER	2
SERVE CRIMINAL CIVIL SUBPOENA	1
SERVE CRIMINAL SUMMONS	3
SHOTS FIRED	3
STRUCTURE FIRE EFD	1
SUICIDE THREAT OR ATTEMPT	2
SUSPICIOUS CIRCUMSTANCES	1
SUSPICIOUS PERSON	6
SUSPICIOUS VEHICLE	14
TRAFF VIOLATION COMPLAIN EPD	2
TRAFFIC DIRECT CONTROL	3
TRAFFIC HAZARD	3
TRAFFIC STOP	49
TRESPASSING	1
UNLOCK REQUEST	1
WELL BEING CHECK	2

***Total Calls for Month:***

***1,150***

## Professional Services Agreement

Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2019

between

**LaBella Associates, P.C.**  
**("LaBella")**

and

**Town of Weddington**  
**("Client")**

for services related to the following Project:

**Weddington Engineering Services**  
**("Project")**

LaBella and Client hereby agree as follows:

- Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated October 24, 2019, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
- Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
- Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

**LaBella Associates, P.C.**

**Town of Weddington**

By: Keith R. Garbrick

By: \_\_\_\_\_

Title Vice President

Title \_\_\_\_\_

Date: 10.24.2019

Date \_\_\_\_\_

# **Exhibit A**

## **Proposal Letter**



October 24, 2019

Ms. Lisa Thompson, Zoning Administrator/Town Planner  
Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104

SUBJECT: Renewal of Contract for Engineering Services

Dear Lisa:

LaBella Associates (formerly US Infrastructure of Carolina, Inc.) appreciates the relationship we have had with the Town of Weddington (Town) since 2000 providing various engineering services. Currently, we are providing these services under our contract agreement dated November 9, 2016. By this letter, we are requesting the Town to extend the current agreement using the rate structure shown on page 2. No fee increases are proposed, and we propose using these rates through June 30, 2021. As per our current agreement, below is a general description of engineering services that may be provided:

- Engineering reviews of plans, calculations, and other information that are submitted to the Town for review and approval. Plan submittals to be reviewed may include subdivision plans, grading and erosion control plans, commercial development projects, floodplain development projects, traffic control studies, and other projects. The plans and calculations shall be reviewed for compliance with the standard engineering design and construction requirements of the Town.
- Field inspection services for land development construction, review construction estimates for private development bonding requirements, provide general consultation for drainage complaint resolution, or as requested.
- Consultation for engineering issues; topics may include water quality, storm water management, floodplain development, downtown development, and sidewalk planning and design.

LaBella may provide other related engineering services as requested by the Town.

Bonnie Fisher, P.E. will continue to serve as LaBella's Project Manager for this contract, providing direction and oversight for other staff assigned to specific tasks under this contract. Gary Wright will continue to serve as the Construction Inspector. Other staff assigned to this contract shall have appropriate experience for the assigned task.

Typically under this type of contract, services are billed on a time and material basis. On larger projects, we will furnish the Town an estimated cost of services prior to initiating the work. LaBella will continue to submit monthly invoices that track the charges for each individual task.

If this proposal is acceptable to the Town, please sign the Professional Services Agreement and return one copy to us. We appreciate the opportunity to continue our working relationship with the Town of Weddington. If you have any questions or need additional information, please call us at (704) 941-2132.

Sincerely,

**LaBella Associates, P.C.**

A handwritten signature in black ink that reads 'Bonnie A. Fisher'.

Bonnie A. Fisher, P.E.  
Project Manager



**LABELLA ASSOCIATES  
WEDDINGTON ON-CALL ENGINEERING SERVICES**

**SCHEDULE OF FEES  
NOVEMBER 2019 - JUNE 2021**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$170.00/hour
Project Manager	\$162.00/hour
Senior Engineer	\$152.00/hour
Project Engineer	\$112.00/hour
Design Engineer	\$100.00/hour
Senior Engineering Technician	\$100.00/hour
Engineering Technician	\$90.00/hour
Construction Inspector	\$80.00/hour
Engineering Co-op	\$67.00/hour
Clerical	\$67.00/hour
Mileage	at current IRS rate
Expenses	at cost
Subconsultants	at cost plus 10 percent

# **Exhibit B**

## **Terms and Conditions**



## **Terms and Conditions**

**LaBella's Responsibilities:** LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

**Client's Responsibilities:** Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

**Additional Services:** LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

**Assignment:** Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

**Confidentiality:** During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

**Instruments of Service:** All plans, drawings, specifications, calculations, reports and other documents prepared by LaBella as instruments of service are and shall remain the property of LaBella. Client agrees that the re-use of LaBella's instruments of service on any extension of the Project, or on any other project, is prohibited without first obtaining LaBella's written permission and consent.

**Escalation:** In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client. The project budget will be adjusted accordingly.

**Suspension:** Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project, such as for preparation of documents for storage, maintaining space and equipment pending resumption, the orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or hiring new employees because of resumption, reacquainting employees with the Project upon resumption, and making revisions to comply with Project requirements at the time of resumption.

**Termination:** Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

**Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and

- Professional liability insurance with policy limits of not less than \$3,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

**Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the available proceeds of LaBella's insurance coverage.

**Disputes:** The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

**Venue and Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located, and the parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

**Choice of Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

**Consequential Damages:** In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

**Late Fees, Costs and Attorneys' Fees:** An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

**Remedies Cumulative:** The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

**Force Majeure:** Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability:** The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

**Counterparts:** This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Scope of Agreement:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



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TOWN OF  
**WEDDINGTON**

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1924 Weddington Road • Weddington, North Carolina 28104

**TO:** Mayor and Town Council

**FROM:** Kim H. Woods, Tax Collector

**DATE:** November 11, 2019

**SUBJECT:** Charge Off of 2008 Property Taxes

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North Carolina General Statute 105-378(a) establishes a continuing ten year statute of limitations against enforcement remedies provided by law for the collection of taxes or the enforcement of any liens. The ten year period is measured from the September 1<sup>st</sup> due date.

In accordance with General Statutes 105.378(a), I am hereby requesting authorization to charge off 2008 property taxes. The balance is as follows:

2008    \$769.58

Respectfully submitted,

Kim H. Woods  
Town of Weddington  
Tax Collector

Witness my hand and official seal this 11th day of November , 2019.

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Elizabeth Callis, Mayor

Attest:

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Karen Dewey, Town Clerk

DRAFT

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, OCTOBER 14, 2019 – 7:00 P.M.  
WEDDINGTON TOWN HALL  
MINUTES  
PAGE 1 OF 88**

Prayer – Fr. Todd R. Dill, Rector, Saint Margaret’s Episcopal Church

**1. Open the Meeting**

Mayor Callis called the meeting to order at 7:00 p.m.

**2. Pledge of Allegiance**

Mayor Callis led the Pledge of Allegiance.

**3. Determination of Quorum**

Quorum was determined with Mayor Elizabeth Callis, Mayor Pro Tem Janice Propst, Councilmembers Mike Smith and Scott Buzzard present. Councilmember Jeff Perryman was absent.

Staff: Lisa Thompson, Town Administrator/Planner; Karen Dewey, Town Clerk; Leslie Gaylord, Finance Officer; Karen Wolter, Town Attorney.

Visitors: Walt Hogan, Anne Marie Smith, Tom Smith, Chad Fleener, Brian O’Connell, Anne Pruitt, Patricia Hines, Rusty Setzer, Larry Burton

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

Staff requested changes to the Agenda:

- Remove item 8.A. Release of Tuscan Ridge Bond from the Consent Agenda.
- Change item 12.D. to read Discussion and Consideration of Approval of *PRESCHOOL* use
- Change item 12.F. to read Discussion only of a contract for WCVFD repairs
- Add 12.G. Discussion and Consideration of Approval to enter into a memorandum of agreement between the Town of Weddington and the NC Sedimentation and Erosion Control Commission.

***Motion:*** Councilmember Smith made a motion to adopt the agenda as amended.

***Vote:*** The motion passed with a unanimous vote.

**5. Mayor/Councilmember Reports**

Councilmember Smith reported that he and Councilmember Perryman met with two members of the Planning Board, Vice Chairman Walt Hogan and Board member Tami Hechtel to discuss a conceptual five-year plan.

**6. Public Comments**

Tom Smith 1840 Tanglebriar Court – Mr. Smith commented about the dangerous intersection of Longleaf Court with Antioch Church Road at the entrance to his subdivision. He made suggestions as to how to make the intersection safer. He also spoke about the conservation subdivision developments. He doesn’t approve

of allowing a development to put more houses in than can be developed with one-acre lots. He also expressed that he would like an update on the lawsuit with Providence Volunteer Fire Department for the taxpayers and what the taxpayer liability might be.

## **7. Public Safety Report**

Deputy Joseph Kropp presented the Public Safety Report: The past month has seen an increase in traffic complaints including speed and reckless driving. On Cox Road there has been a black sedan seen doing donuts in the road. Please call 911 if you see anything. Deputies are continuing to move the radar trailer around the Weddington area. Deputy Kropp asked residents to stay vigilant and call 911 if they see anything suspicious. He reminded residents to secure their vehicles and keep valuables out of sight. Cars being broken into are primarily those being left unlocked. Deputy Kropp explained that he spoke with a homeowner about mailboxes open on her street and he suggested the USPS feature called informed delivery to digitally preview your mail. He gave some Halloween safety tips: walk in groups with a trusted adult, stay in well-lit neighborhoods, wear reflective material, and use flashlights to help kids be seen.

## **8. Consent Agenda**

### **~~A. Release of Tusean Ridge Bond~~**

### **B. Call for a Public Hearing to Consider the Preliminary Plat/Construction Plans for Hemby Place Subdivision on Tuesday, November 12, 2019 at 7:00 p.m. at Weddington Town Hall**

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

***Vote:*** The motion passed with a unanimous vote.

## **9. Approval of Minutes**

### **A. September 9, 2019 Regular Town Council Meeting Minutes**

***Motion:*** Councilmember Buzzard made a motion to approve the September 9, 2019 Regular Town Council Meeting Minutes

***Vote:*** The motion passed with a unanimous vote.

## **10. Public Hearings**

### **A. Discussion and Consideration of a text amendment to the Zoning Ordinance to add Article 14 Titled Soil Erosion and Sediment Control**

Mayor Callis opened the public hearing. No one signed up to speak. Mayor Callis closed the public hearing. Ms. Thompson presented the Soil Erosion and Sediment Control Ordinance. She stated that the Town has received comments from the General Counsel for the State Sedimentation Commission. Ms. Thompson listed the edits made by the General Counsel:

- Page 3: remove words “as such controls are specified in ordinance” from definition letter C.
- Page 4: (K) should be “North Carolina Department of Environmental Quality” NCDEQ
- Page 9: (B) should read 21 calendar days to follow state guidelines.
- Page 11: (F) delete “approve with performance reservation”. It is not authorized by state statute. TOW will review cross out approve with performance-2 things out.
- Page 20: Section 58.615 Delete entire section. This section is from a state statute that has expired.

- Page 23: to read “ in accordance with procedures of Chapter 58 of the Weddington Code of Ordinances. Appears twice in section.
- Pages 24 & 25: delete “stop work orders”. Local governments are not authorized to issue stop work orders.

**Motion:** Councilmember Smith made a motion to adopt a text amendment to the Zoning Ordinance to add Article 14 – Soil Erosion and Sediment Control with the changes made by the General Counsel of the State Sedimentation Commission.

**Vote:** The motion passed with a unanimous vote.

**B. Discussion and Consideration of text amendments to Chapter 46-Subdivision Ordinance and Chapter 58-Zoning Ordinance; section 58-58 RCD and section 58-271 Conditional Zoning District Amendment Procedure to address Conservation Subdivision Amendments**

Mayor Callis opened the public hearing: No one signed up to speak. Mayor Callis closed the public hearing. Ms. Thompson presented the text amendments. She explained to Mr. Smith who spoke at public comment that yield plans are required for conservation subdivisions and do not allow more houses than would be allowed with one-acre lots. This text amendment provides for yield plans to require more buildable space per lot.

**Motion:** Mayor Pro Tem Propst made a motion to adopt the text amendments to Chapter 46-Subdivision Ordinance and Chapter 58-Zoning Ordinance; section 58-58 RCD and section 58-271 Conditional Zoning District Amendment Procedure to address Conservation Subdivision Amendments.

**Vote:** The motion passed with a unanimous vote.

**11. Old Business**

**A. Discussion and Consideration of Event Policy**

Ms. Thompson presented the Event Policy: the levels of support for town events, town sponsored or partnered events, other public events, and the private use of town facilities have been further defined in the policy. The Town Hall Use Policy has been included. The Temporary Use Permit requirements will have to be removed from the ordinances through a text amendment process as those permits will be administratively approved.

Ms. Wolter wanted to include in section III.A.2. that the town will have sole discretion to determine if insurance is required for events classified as low-hazard.

**Motion:** Mayor Pro Tem Propst made a motion to approve the Event Policy with the edit to section III.A.2. by the Town Attorney.

**Vote:** The motion passed with a unanimous vote.

**12. New Business**

**A. Discussion and Consideration of Adoption of Resolution 2019-03 to Abandon a portion of Michelle Court**

Ms. Thompson presented the staff report: under NCGS 160A-299, a municipality may abandon right of way within municipal limits after first adopting a resolution declaring intent to close the public way and



calling for a public hearing, publication of the resolution for four successive weeks prior to the public hearing, notices sent to adjacent property owners, and post notice along the right of way. The Council will hold the public hearing at the November meeting and vote on the abandonment.

**Motion:** Councilmember Buzzard made a motion to adopt Resolution 2019-03 to Abandon a portion of Michelle Court.

**Vote:** The motion passed with a unanimous vote.

#### **B. Discussion and Consideration of Resolution 2019-04 to Abandon a portion of Rea Road Right of Way near Reid Dairy Road**

Ms. Thompson presented the staff report: Under NCGS 160A-299, a municipality may abandon right of way within municipal limits after first adopting a resolution declaring intent to close the public way and calling for a public hearing, publication of the resolution for four successive weeks prior to the public hearing, notices sent to adjacent property owners, and post notice along the right of way. The Council will hold the public hearing at the November meeting and vote on the abandonment of the right of way. This is the fire department property and they will also give some dedicated right of way to NCDOT.

**Motion:** Councilmember Smith to adopt Resolution 2019-04 to Abandon a portion of Rea Road right of way.

**Vote:** The motion passed with a unanimous vote.

#### **C. Discussion and Consideration of Authorizing Staff to enter into contract with Consultant for Tree Ordinance**

Ms. Thompson presented the staff report: The Town's subdivision ordinance requires conservation sketch plans to submit a tree survey. However, there are no standards to save trees. An applicant is required to locate tree in excess of 15 inches in caliper, with vegetative types, age, and condition. In reviewing a recent subdivision, there were several 60" oak trees were asked to be saved but the town couldn't require them to be saved.

The Planning Board discussed adding a tree ordinance at their September meeting. Notes from the meeting include:

- Saving, or at a minimum being required to mitigate, heritage trees.
- Sampling an area of forest to evaluate heritage trees for that particular site.
- Having a fee in lieu if there isn't space to mitigate.
- Needing an urban forester's help to administer the tree ordinance and including them in the site walk evaluation process.
- Preventing clear cutting for both conventional and conservation subdivisions and
- Different standards for the different types of subdivisions.

Staff recommends hiring a consultant to help draft a tree ordinance. In working with other towns, the ordinance tends to be complicated, convoluted, and doesn't meet the goals for which it was intended.

Staff received an hourly rate from LandDesign. They have several landscape architects, planners, and engineers, and have worked with various municipalities' tree ordinances when designing subdivisions. The scope will include review of a staff provided tree ordinance, recommendations, and a meeting with

a work group to answer any questions about the ordinance. Staff recommends going into contract with LandDesign for an hourly rate, the total amount not to exceed \$4,000.

Councilmember Smith expressed kudos to the Planning Board for this as it is long overdue. And he thanked Ms. Thompson for suggesting hiring a professional.

Mayor Pro Tem Propst expressed her concern that it may be a long time to create the tree ordinance. Ms. Thompson replied that it is her hope that hiring a professional to help will make the process easier.

Councilmember Buzzard asked if the Centralina Council of Governments has anything to help with this. Ms. Thompson stated that they may and that it would be a good resource.

**Motion:** Councilmember Buzzard made a motion to authorize staff to enter into contract with LandDesign for consultation on a tree ordinance.

**Vote:** The motion passed with a unanimous vote.

#### **D. Discussion and Consideration of Approval of ~~Day-Care~~ Pre-school Use within Existing Single-Family Home for Christ Lutheran South**

Ms. Thompson presented the staff report: Staff received a change of use permit for a special needs preschool at the property located at 305 Reid Dairy Road, purchased by Christ Lutheran Church for the utilization of church and ancillary uses. The property was rezoned on October 8, 2018. One of the conditions for approval was that any preschool use would need Town Council approval and a new Traffic Impact Analysis assessment. The school will not add any additional square footage to the property. The only changes that will be made to the property is internal work to meet code. The hours of operation are Monday through Thursday 9:00 a.m. to 12:30 p.m. Each day the school will have 20 students, 4 teachers and 1 director. The current driveway provides parking for parents and teachers. Staff recommends approval of the preschool use with the number of students and hours of operation stated above. A Traffic Impact Analysis was completed with the recommendation that no further analysis or improvements were needed.

Councilmember Smith expressed support for a special needs school. He stated that this is an ancillary use of the church, so council can place conditions on it, but he hasn't had enough time to look at the proposal. Councilmember Smith asked Council to consider tabling this until the December meeting. He would like to get Councilmember Perryman's perspective and make sure Council is covering all the bases.

Councilmember Buzzard stated as long as this doesn't hold back on the current use.

Councilmember Smith agreed. He wants to confer with the Council and work on conditions.

Ms. Wolter explained the Council can table the vote on the consideration until December and grant temporary permission to continue the Pre-school use as it is with 20 students and operation hours of 9 to 12:30 Monday through Thursday while considering conditions.

**Motion:** Councilmember Smith made a motion to table consideration of a preschool use within existing single-family home for Christ Lutheran Church until the

December Regular Town Council meeting and grant temporary permission for the preschool to continue operation with the current conditions.

***Vote:*** The motion passed with a unanimous vote.

#### **E. Discussion and Consideration of allocating funds for signal at 12-Mile Creek and Highway 84**

Ms. Thompson presented staff report: The Town requested NCDOT to consider an alternative for congestion issues at the 12 Mile Creek Road and Highway 84 intersection given the Highway 84 expansion project was pushed back to 2024. Without the money for a south bound left turn lane on 12 Mile Creek Road, it was suggested to place a 'leading left' signal phase on the southbound 12 Mile Creek traffic that will stop all other directions while vehicles heading south can make any turn movement at the intersection. The Town would have to pay for the planning and signal changes. Once approved, the work can be complete in 1-2 months. Staff recommends approving staff to enter into an interlocal agreement between the Town and NCDOT for signal changes in an amount not to exceed \$3,500.00

Mayor Pro Tem Propst stated that should help alleviate some of the issues at that intersection.

Councilmember Buzzard stated this will help with minimal impact to the Town.

Mayor Pro Tem Propst stated that she would like to hear if this eliminates some of the cut-through traffic.

Councilmember Buzzard stated that DOT suggested \$3500, he asked if town should consider approving up to \$4,000, just in case NCDOT goes over. They will reimburse any funds not used.

***Motion:*** Councilmember Buzzard made a motion to authorize staff to enter into an interlocal agreement allocating funds for signal changes at 12-Mile Creek and Highway 84 in an amount not to exceed \$4,000.00.

***Vote:*** The motion passed with a unanimous vote.

#### **F. Discussion and Consideration of Entering into Contract for Repairs to Wesley Chapel VFD**

Ms. Thompson stated that she was contacted by Chief McClendon regarding leaks at the fire department. The gutters overflowing and causing water to flow into the building. They believe the faux façade will need to be removed to redesign the gutter system and possibly getting an architect involved to show how to tie a new gutter system into the existing roof. Ms. Thompson has contacted a commercial general contractor to oversee the work, get the permits, and bid out the other issues (HVAC, drainage, plumbing). She is still working on the scope of work with the general contractor and if there isn't a response soon, there may be a need to bid out to other contractors which may involve calling a special meeting.

Councilmember Smith stated that this needs to be taken care of right away. This building has multiple issues. He recommends hiring a contractor to figure the scope of work. The leak needs to be taken care of right away. He would like a contractor to get a full scope of what needs to be done and in what order.

Ms. Thompson responded that the current contractor has a full scope that he can discuss with the council or go through the building and he can help rank the issues.

Councilmember Buzzard suggested Ms. Thompson send councilmember Smith the scope that she has from the contractor.

**G. Discussion and Consideration of Approval to Enter into a Memorandum of Agreement between the Town of Weddington and the NC Sedimentation and Erosion Control Commission.**

Ms. Thompson stated that this agreement states that the Town will adopt the model ordinance, go through local program review, any training, will be responsible for enforcement and reporting inspection and that the town will follow the state guidelines and statutes for their program.

**Motion:** Mayor Pro Tem Propst made a motion to enter into a memorandum of agreement with the NC Sedimentation and Erosion Control Commission.

**Vote:** The motion passed with a unanimous vote.

**13. Update from Town Planner**

Ms. Thompson presented the update: She thanked Council for approving the text amendments for the Conservation Subdivision changes. There are a lot of larger parcels currently for sale: The Short property is 66 acres, the UCSP property on Weddington Matthews Road is 34 acres, and there are 17 acres on Deal Road near 12 Mile Creek. They are expected to sell quickly. Ms. Thompson asked Lambeth Marshall for suggestions to replace dying landscaping at Town Hall. She got a bid from Turf Commander for the landscaping and it is within the budget. The suggested list of plants will be sent to the Council. The Christmas tree lighting planning is going well. Cory Worf with Weddington Community and Fitness Center is holding a coat drive. As a part of the conditional zoning for the center, Mr. Worf is required to meet with staff at the end of the year to go over planned events for the following year. She asked Council to provide feedback/ideas for next year's programming as the Town will be advertising these community events.

**14. Code Enforcement Report**

No Discussion. Attached for the record.

**15. Update from Finance Officer and Tax Collector**

Ms. Gaylord stated the financial statements are in the packets. There were no questions.

**16. Transportation Report**

Mayor Callis stated that the intersection at Forest Lawn and Potter Road was added to Union County critical intersection list, the county is going through the process to pick firms to do the engineering and design work.

Councilmember Buzzard stated that the first meeting of special subcommittee/work group was held looking at planning changes in the CRTPO. Being discussed is possibly expanding staff and how CRTPO can become more helpful to municipalities with road planning issues or right of way preservation.

## **17. Council Comments**

Councilmember Buzzard: Thank you all. We've got a full house which is good to see everybody out here. I appreciate you coming out and hearing what we do on occasion and I am looking forward to seeing you out here many more times.

Mayor Pro Tem Propst: Ditto. Thank you everybody for coming. It's nice to see this many people here and it's always nice to have people participate in the process. So, thanks for coming out. Please remember to put the Christmas tree lighting on your calendar.

Councilmember Smith: Same thing. I appreciate everybody coming out and it's nice to see some new faces in the audience and thank you for your time.

Mayor Callis: I will just end by saying that as we all know election season is well under way. I would like to thank the residents and the elected officials that have put themselves out there and have the desire to serve the community. It's got its perks, but it also has its difficult times. I wanted to thank the residents that have put themselves out there and would like to wish all the candidates the best of luck.

## **18. Move into Closed Session Pursuant to NCGS 143-318.11(a)(5) to Establish the Public Body's Negotiating Position for Acquisition of Real Property**

**Motion:** Councilmember Buzzard made a motion to move into closed session pursuant to NCGS 143-318.11 (a)(5) to establish the public body's negotiation position for acquisition of real property

**Vote:** The motion passed with a unanimous vote.

Mayor Callis called the open session back to order at 8:08 p.m.

## **19. Adjournment**

**Motion:** Councilmember Smith made a motion to adjourn the October 14, 2019 Regular Town Council Meeting at 8:08 p.m.

**Vote:** The motion passed with a unanimous vote.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Callis, Mayor

\_\_\_\_\_  
Karen Dewey, Town Clerk

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# TOWN OF WEDDINGTON

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## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Lisa Thompson, Town Administrator/Planner

**DATE:** November 12, 2019

**SUBJECT:** Hemby Place – Preliminary Plat

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Classica Homes submitted a preliminary plat application for 35 lots on 43.16 acres located at the southwest corner of Hemby and Providence Road.

### **Application Information:**

Date of Application: July 18, 2019  
Applicant/Developer Name: Classica Homes  
Parcel ID#: 06147009; 06147011; 06147101  
Property Location: Northeast corner of Deal Rd and Highway 84  
Zoning: R-CD  
Existing Land Use: Residential  
Proposed Land Use: Residential Conservation  
Project Size: 43.16 Acres

### **Project Information:**

A conservation subdivision must base the number of proposed lots on a yield plan per *Section 46-42* of the *Weddington Subdivision Ordinance*. This yield plan must show the number of lots that would be allowed if the tract was developed as a conventional subdivision with 40,000 square foot lots. Conservation subdivisions shall be density neutral meaning the same number of lots is shown as would be permitted in a conventional subdivision.

The yield plan exhibits 35 lots on 43.16 acres with a total density of .81 units per acre.

### **Conservation Land Summary:**

*Section 58-58 (4)* of the *Weddington Zoning Ordinance* stipulates that a minimum of 50% of the gross acreage must be retained as conservation land.

21.58 acres is required, and 24.39 acres (not including utility easements) has been provided.

There is no floodplain located on the proposed site however, the stream located on site is within the 6-Mile Creek basin. 100' stream buffers are required and shown. The yield plan indicates a minimum of 5,000 sq. ft of buildable area required for each lot.

**Zoning:**

The minimum lot size required for an RCD subdivision is 12,000 sq. ft. The smallest lot proposed is 13,823 sq. ft. All lots meet the minimum required front, side and rear yard setback requirements as proposed.

**Buffers:**

Where side and rear lot lines abut along a thoroughfare, the subdivider shall provide a natural buffer between the lot lines paralleling the thoroughfare and the thoroughfare road right-of-way. The buffer shall not be disturbed. In addition to the 100' buffer, utilities are required to be outside of the buffer therefore with the power line easement the buffer from the road is 150'. Figures 1 and 2 depict a 100' buffer from the Hemby and Providence Road Right of way.



Figure 2



Figure 1

**Utilities**

The subdivision will be served by Union County Public Water and Sewer.

**Access and Traffic Analysis and Roads**

The subdivision is accessed by an entrance off Hemby Road. The number of lots proposed do not require a formal TIA however, staff had the Town Traffic Engineer, Justin Carrol review the access after hearing concerns regarding the AM peak que at the traffic light. Right and left turn lanes were added along with a second right-out only access onto Providence Road.



All roads shall be designed to NCDOT standard.

### **PIMS**

PIMs were held on Tuesday January 22, 2019. Approximately 15 residents attended the daytime PIM and around 10 residents attended the evening PIM. Concerns over the Hemby Rd access were stated.

### **SKETCH PLAN APPROVAL**

The sketch plan was approved by Planning Board on January 28, 2019 with requirements for a left turn lane on Hemby Road into subdivision, a right turn deceleration lane on Hemby Road, more information on traffic projections for Hemby Road and Providence Road to be included in the preliminary plat to help decide whether an access to Providence Road should be required. Additionally, they requested an assessment of the feasibility of saving old growth trees outside the building pads on lots to be included in the preliminary plat.

All traffic issues were addressed on the Preliminary Plat.

### **PLANNING BOARD**

The Planning Board reviewed the preliminary plat on September 23, 2019 and unanimously recommended approval.

### **NEXT STEPS**

The preliminary plat is the conditional rezoning plan according to the town of Weddington ordinances. The Town Council can approve, approve with conditions, or deny the rezoning. Any major changes to the preliminary plat/conditional rezoning plan will go through the 58-271 amendment process which includes another public hearing. Staff and outside agencies review all construction plans. Once all approvals are collected, the applicant may begin site work. A final plat is required prior to the construction of any homes. Any work not completed can be bonded at this time. A final plat goes to Planning Board for recommendation and is required to be approved by Town Council.

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### **STAFF RECOMMENDATION**

The preliminary plat is in general conformance with the sketch plan and the Weddington Zoning and Subdivision Ordinance therefore staff recommends approval with the following conditions:

1. A Lighting Plan shall be approved by staff
2. No Land Disturbing Activities until all outside agency approvals are received
3. 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.



HEMBY PLACE

CLASSICA HOMES

PROVIDENCE RD. & HEMBY RD.

WEDDINGTON, NC 28104

LANDDESIGN PROJ# 1018416

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	INITIAL LD SUBMITTAL	07/18/19
2	REVISED PER STAFF COMMENTS	09/10/19
3	REVISED PER STAFF COMMENTS	10/29/19

DESIGNED BY: LDI  
DRAWN BY: LDI  
CHECKED BY: KWR

SCALE NORTH

VERT: N/A  
HORZ: 1"=100'  
0 50' 100' 200'

SHEET TITLE

PRELIMINARY PLAT

SHEET NUMBER

C-2.00

DEVELOPMENT SUMMARY

PID #: 6147009; 6147011; 6147010

COMBINED PARCEL SIZE: 43.16 ACRES

EXISTING ZONING: R-CD

TOWNSHIP, COUNTY, STATE: TOWN OF WEDDINGTON, UNION COUNTY, NC

LAND OWNER: 6147009  
DONALD PATTERSON  
13301 PROVIDENCE RD,  
MATHEWS, NC 28104

6147011  
MARY MOORE  
PO BOX 6839  
OCEAN ISLE BEACH, NC 28469

6147010  
DELANEY PECAN GROVE, LLC  
1649 TOM JACKSON RD  
BOONE, NC 28607

DEVELOPER: CLASSICA HOMES  
2215 AYRSLEY TOWN BLVD., SUITE G  
CHARLOTTE, NC 28273  
704.297.9075

PROPOSED USE: CONSERVATION SUBDIVISION

SUPPLEMENTAL REGULATIONS:  
MINIMUM LOT SIZE: 12,000 SF  
MAXIMUM LOT SIZE: NONE  
MINIMUM LOT WIDTH: 80' AT BUILDING LINE  
FRONT YARD SETBACK: 20'  
SIDE YARD SETBACK: 5' (30' AGGREGATE)  
CORNER YARD SETBACK: 15'  
REAR YARD SETBACK: 30'  
BUILDING HEIGHT: 35' MAX

MINIMUM REQUIRED CONSERVATION LAND:  
SITE SQUARE FOOTAGE: 1,879,890 SF  
50% GROSS ACREAGE: 939,945 SF (50.00%)  
PROPOSED CONSERVATION LANDS:  
1,062,465 SF  
24.39 AC (56.51%)

MAXIMUM LOT YIELD:  
CONVENTIONAL SUBDIVISION: 35 LOTS  
PROPOSED LOTS: 35 LOTS

BUFFERING ALONG THOROUGHFARES:  
WHERE SIDE AND REAR LOT LINES ABUT ALONG A MAJOR OR MINOR AS DESIGNATED ON THE MECKLENBURG-UNION METROPOLITAN PLANNING ORGANIZATION (MUMPO) THOROUGHFARE PLAN AS ADOPTED BY THE TOWN, THE SUBDIVIDER SHALL PROVIDE A NATURAL BUFFER BETWEEN THE LOT LINES PARALLELING THE THOROUGHFARE AND THE THOROUGHFARE ROAD RIGHT-OF-WAY. THE NATURAL BUFFER SHALL MATERIALLY SCREEN ALL PRINCIPAL AND ACCESSORY USES FROM PUBLIC VIEW FROM THE THOROUGHFARE. THE BUFFER SHALL CONSIST OF A NATURAL PLANTING. ANY WALLS, FENCES, OR OTHER CONSTRUCTED DEVICES SHALL BE ALLOWED WITHIN THE BUFFER AREA AND SHALL BE APPROVED BY THE ZONING ADMINISTRATOR.

BUFFER WIDTH REQUIREMENTS:  
CONSERVATION DISTRICT = 100 FOOT BUFFER WIDTH  
9 TREES AND 20 SHRUBS PER 100 LINEAR FEET

UTILITIES:  
CONNECTIONS TO UNION COUNTY PUBLIC WATER AND SEWER TO BE PROVIDED.

LINETYPE LEGEND

EXIST. BOUNDARY LINE  
EXIST. MAJOR CONTOUR  
EXIST. MINOR CONTOUR  
EXIST. STORM DRAINAGE  
EXIST. R/W  
EXIST. TREELINE  
EXIST. PROPERTY LINE  
EXIST. STORM DRAIN MANHOLE  
EXIST. CATCH BASIN

LEGEND

100' THOROUGHFARE BUFFER  
50' PERIMETER BUFFER  
CONSERVATION LANDS  
(EXCLUDING UTILITY EASEMENTS)  
+/-24.39 AC. (56.51%)

STREET LINEAR FEET: +/-3,316 LF



BEFORE YOU DIG!  
CALL 1-800-632-4349  
N.C. ONE-CALL CENTER  
IT'S THE LAW!

NOTES:

- THOUGH IT MAY NOT BE ILLUSTRATED, SHOWN, LISTED, DENOTED, OR EXPRESSED THIS PLAN SHALL COMPLY WITH ALL PROVISIONS OF THE TOWN OF WEDDINGTON LAND DEVELOPMENT ORDINANCE IN EFFECT AT TIME OF REVIEW AND APPROVAL.
- 100' THOROUGHFARE BUFFER SHALL BE MEASURED FROM POWER LINE EASEMENT.



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

**TO:** Mayor and Town Council

**FROM:** Karen Dewey, Town Clerk

**CC:** Lisa Thompson, Town Administrator/Planner

**DATE:** 11/12/2019

**SUBJECT:** Resolution to Abandon Michelle Court Right of Way near Cari Lane

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Under NCGS 160A-299, a municipality may abandon right of way within municipal limits.

The Council adopted a resolution declaring intent to abandon a portion of Right of Way of Michelle Court near Cari Lane and called for a public hearing on the proposed abandonment. Notice was published in the Charlotte Observer for four successive weeks, sent to adjacent property owners, and a sign was posted along the right of way.

If the Council is satisfied that this abandonment is not contrary to public interest and no individual owning property in the vicinity would be aggrieved by the abandonment, they may adopt a resolution ordering the abandonment of the Right of Way on Michelle Court near Cari Lane.

Upon abandonment, the right of way is presumed to vest the adjoining property owner, taking property from the centerline to the respective boundary.

Any aggrieved person has 30 days to appeal.

Staff recommends approval of Resolution 2019-05; a Resolution Ordering the Abandonment of a portion of Right of Way for Michelle Court near Cari Lane.

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

**TO:** Mayor and Town Council

**FROM:** Karen Dewey, Town Clerk

**CC:** Lisa Thompson, Town Administrator/Planner

**DATE:** 11/12/2019

**SUBJECT:** Resolution to Abandon portion of Rea Road Right of Way near Reid Dairy Road

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Under NCGS 160A-299, a municipality may abandon right of way within municipal limits.

The Council adopted a resolution declaring intent to abandon a portion of Right of Way on Rea Road near Reid Dairy Road and called for a public hearing on the proposed abandonment. Notice was published in the Charlotte Observer for four successive weeks, sent to adjacent property owners, and a sign was posted along the right of way.

If the Council is satisfied that this abandonment is not contrary to public interest and no individual owning property in the vicinity would be aggrieved by the abandonment, they may adopt a resolution ordering the abandonment of the Right of Way on Rea Road near Reid Dairy Road.

Upon abandonment, the right of way is presumed to vest the adjoining property owner, taking property from the centerline to the respective boundary.

Any aggrieved person has 30 days to appeal.

Staff recommends approval of Resolution 2019-06; a Resolution Ordering the Abandonment of a portion of Right of Way for Rea Road near Reid Dairy Road.

<b>STATE OF NORTH CAROLINA</b>  <b>COUNTY OF UNION</b>	<b>TEMPORARY DRIVEWAY EASEMENT AGREEMENT</b>
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This **TEMPORARY DRIVEWAY EASEMENT AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“**Effective Date**”) by and between the **TOWN OF WEDDINGTON**, a North Carolina municipal corporation (“**Town**”) and **WEDDINGTON ASSOCIATES, LLC** a North Carolina limited liability company (“**Shopping Center**”).

**RECITALS**

- A. Town is the owner of a certain real property located in Union County, North Carolina, more particularly described on Exhibit A and in deed recorded in Deed Book 578, Page 764, in the Union County Public Registry (“Registry”) (the “Town Property”).
- B. Shopping Center is the owner of certain real property located in Union County, North Carolina which property is adjacent to the Town Property, and is more particularly described on Exhibit B (“Shopping Center Property”).
- C. Shopping Center has been granted by Town a Temporary Driveway Easement more particularly described on Exhibit C and recorded in Deed Book 5402, page 205, in the Registry; which Easement expires by its terms on September 23, 2020.
- D. Town agrees to grant to Shopping Center for the benefit of the Shopping Center Property a second non-exclusive Temporary Driveway Easement over, across, and

upon a portion of the Town Property as shown on Exhibit D attached hereto and described as “Driveway” pursuant to the terms agreed to by the parties and setforth below.

## AGREEMENT

For and in consideration of fifty thousand dollars (\$50,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals are incorporated by reference.
2. Grant of Temporary Driveway Easement/Other Terms.
  - a. Town hereby grants, bargains, sells and conveys to Shopping Center, its successors and assigns, a temporary non-exclusive Driveway Easement over, across, and upon the portion of the Grantor Property shown on Exhibit D attached hereto for the purpose of vehicular and pedestrian access, ingress, egress and regress to and from Weddington-Matthews Road (SR 1344) to and from the Shopping Center Property and the Town Property, all in accordance with applicable laws and ordinances.
  - b. Relocation of Driveway Easement. Shopping Center agrees that Town may, at Town’s expense, relocate the Driveway Easement and the Driveway (and related improvements and equipment) to a location outside the Easement Area if deemed necessary by Town in connection with Town’s sale, use or development of the Town Property.
  - c. Sign. Shopping Center agrees (at Shopping Center’s expense) to construct, install and maintain throughout the Term of this Agreement a sign at the entrance of the Driveway identifying both Town Hall and the Shopping Center (the “Sign”). The Sign shall comply with all applicable laws and ordinances.
  - d. No Tractor Trailer Trucks. The Driveway Easement shall not be used for tractor trailer truck or other deliveries to the shopping center and/or the Shopping Center Property.
  - e. Town’s Right of Use. Town reserves and shall have the right to use the Driveway and the Driveway Easement for any use desired by Grantor at no cost to Town.
  - f. Maintenance of Driveway Easement Area. Shopping Center shall be responsible for the costs associated with the maintenance, repair, resurfacing, and replacement of the Driveway Easement Area. Shopping

Center agrees to keep the Driveway in a clean, safe condition, and free from any debris.

- g. As Is: No Representations or Warranties. The Driveway Easement is granted “as is”. Town makes no representation or warranty whatsoever with respect to the title to the Town Property or the Driveway Easement or any legal description contained herein. Shopping Center acknowledges that Town may not own title to the land described as “Easement Area in Gap between the Town Property and the Shopping Center Property” on Exhibit D.

3. Consideration.

- a. Monetary Consideration: Grantee shall pay to Grantor the sum of fifty thousand (\$50,000) as consideration for the Driveway Easement granted herein as follows: twenty-five thousand dollars (\$25,000) shall be paid upon the date of execution of this Agreement (the “Initial Payment”); and twenty-five thousand (\$25,000) shall be paid on the 5<sup>th</sup> anniversary of the Effective Date (the “Second Payment”).
- 4. To the extent permitted by law, each party covenants to indemnify and hold the other party harmless from any and all claims, suits, causes of action, demands, damages, costs, and expenses arising from any act or omission of any of the other indemnifying party’s officers, employees, or other agents while asserting, performing, or carrying out any of such indemnifying party’s rights, responsibilities, or obligations created by the Driveway Easement. All parties shall maintain liability and property insurance in commercially reasonable amounts on commercially reasonable terms.
  - 5. The easement provided for herein shall be effective upon execution of this Temporary Driveway Easement Agreement by the parties hereto. The easement provided for herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors, assigns, heirs and tenants of each party hereto and the customers, employees and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Owner Property, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. The agreement and undertakings by each party hereto shall be enforceable by any action in law or equity.
  - 6. Temporary Duration of Driveway Easement. The provisions of Paragraph 2 of this Agreement shall run with the land, shall be binding upon the title to the Town Property and inure to the benefit of the Shopping Center Property and the Owner thereof, provided that the Driveway Easement, this Agreement and all of the Shopping Center’s rights contained therein may be terminated on sixty (60) days

written notice from Town to Shopping Center. Provided however, that Town agrees not to terminate the Driveway Easement unless:

- a. Grantee fails to make the Second Payment; or
- b. Until the earlier of ten (10) years from the date of this Agreement or the date that (i) Shopping Center's connectivity to Providence Road is improved by the installation of a traffic light with full access at the entrance to the athletic center; or (ii) an alternative connection is constructed that provides access to Shopping Center Property from Weddington-Matthews Road (the "Term").

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement the day and year first above written.

GRANTOR:

**TOWN OF WEDDINGTON, NC**

By: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Town Attorney

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

I, \_\_\_\_\_, a Notary Public for Mecklenburg County, North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*[Stamp/Seal]*

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*(Signatures Continued on Next Page)*

GRANTEE: **WEDDINGTON ASSOCIATES, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

I, \_\_\_\_\_, a Notary Public for Mecklenburg County, North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*[Stamp/Seal]*

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**RS-2019-05**

**A RESOLUTION ORDERING THE ABANDONMENT OF THE RIGHT OF WAY FOR MICHELLE COURT  
NEAR CARI LANE**

**WHEREAS**, the Town of Weddington Council received a request to abandon the Right of Way for Michelle Court near Cari Lane; and

**WHEREAS**, on October 14, 2019, the Town of Weddington Council directed the Clerk to publish in the *Charlotte Observer* newspaper, once each week for four successive weeks, the Resolution of Intent of the Town Council to Consider the Abandonment of the Right of Way for Michelle Court near Cari Lane, such resolution advising the public that a meeting would be conducted at Town Hall on Tuesday, November 12, 2019; and

**WHEREAS**, on October 14, 2019, the Town of Weddington Council ordered the Clerk to notify, by registered or certified mail, all persons owning property abutting the Michelle Court Right of Way, as shown on the county tax records, enclosing a copy of the Resolution of Intent; and

**WHEREAS**, the Clerk advised the Town of Weddington Council that proper notices were given as required by G.S. 160A-299 and that a certified letter was sent to each of the abutting property owners advising them of the day, time and place of the meeting, and advising the abutting property owners that the question as to abandoning that right of way for Michelle Court would be acted upon at the November 12, 2019 Town Council meeting; and

**WHEREAS**, the Clerk has advised the Town of Weddington Council that adequate notices were posted on the applicable streets as required by G.S. 160A-299; and

**WHEREAS**, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the abandonment of said right of way in the public hearing held on November 12, 2019; and

**WHEREAS**, it now appears to the satisfaction of the Town of Weddington Council that the abandoning of the Right of Way for Michelle Court near Cari Lane is not contrary to the public interest, and no individual owning property, either abutting the right of way or in the vicinity of the right of way, will as a result of the closing be deprived of a reasonable means of ingress and egress to his property;

**NOW, THEREFORE**, the Right of Way for Michelle Court near Cari Lane, is hereby ordered abandoned, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Union County a certified copy of this resolution and order.

*Adopted this the 12<sup>th</sup> day of November 2019.*

---

Elizabeth Callis,

Attest:

---

Karen E. Dewey, Clerk

Return to:  
Karen Dewey, Town Clerk  
Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104

**RS-2019-06**

**A RESOLUTION ORDERING THE ABANDONMENT OF THE RIGHT OF WAY ON REA ROAD  
NEAR REID DAIRY ROAD**

**WHEREAS**, the Town of Weddington Council received a request to abandon the Right of Way on Rea Road near Reid Dairy Road; and

**WHEREAS**, on October 14, 2019, the Town of Weddington Council directed the Clerk to publish in the *Charlotte Observer* newspaper, once each week for four successive weeks, the Resolution of Intent of the Town Council to Consider the Abandonment of the Right of Way on Rea Road Near Reid Dairy Road, such resolution advising the public that a meeting would be conducted at Town Hall on Tuesday, November 12, 2019; and

**WHEREAS**, on October 14, 2019, the Town of Weddington Council ordered the Clerk to notify, by registered or certified mail, all persons owning property abutting the Rea Road Right of Way, as shown on the county tax records, enclosing a copy of the Resolution of Intent; and

**WHEREAS**, the Clerk advised the Town of Weddington Council that proper notices were given as required by G.S. 160A-299 and that a certified letter was sent to each of the abutting property owners advising them of the day, time and place of the meeting, and advising the abutting property owners that the question as to abandoning that right of way on Rea Road would be acted upon at the November 12, 2019 Town Council meeting; and

**WHEREAS**, the Clerk has advised the Town of Weddington Council that adequate notices were posted on the applicable streets as required by G.S. 160A-299; and

**WHEREAS**, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the abandonment of said right of way in the public hearing held on November 12, 2019; and

**WHEREAS**, it now appears to the satisfaction of the Town of Weddington Council that the abandoning of the Right of Way on Rea Road near Reid Dairy Road is not contrary to the public interest, and no individual owning property, either abutting the right of way or in the vicinity of the right of way, will as a result of the closing be deprived of a reasonable means of ingress and egress to his property;

**NOW, THEREFORE**, the Right of Way on Rea Road near Reid Dairy Road, is hereby ordered abandoned, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released to the abutting property owners in accordance with the provisions of G.S. 160A-299.

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Union County a certified copy of this resolution and order.

*Adopted this the 12<sup>th</sup> day of November 2019.*

---

Elizabeth Callis,

Attest:

---

Karen E. Dewey, Clerk

Return to:  
Karen Dewey, Town Clerk  
Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104

## **WEDDINGTON CODE ENFORCEMENT REPORT**

**October, 2019**

**1. 4005 Ambassador Ct., Inez B. McRae Trust**

- 10/31/19—Deterioration continues, building vacant and closed.

**2. 416 Gatewood Ln.**

- Motor home/camper parked in street right of way at this address. Owner has requested until 12/31/19 to move it from street.
- 1/31/19---Owner has moved camper up into front yard of home.
- 8/31/19—Camper has been removed.
- 9/30/19—Vehicles have been placarded as junk vehicles.
- 10/31/19—Owner to remove vehicles by 12/31/19

**3. 2500 Greenbrook Parkway**

- Pallets stacked behind detached garage and old mattress. Sent owner notice to remove these items. No response.
  - 3/29/19---Met with owner on site. He is having pallets and mattresses removed.
  - 4/30/19---Pallets still to be removed.
  - 5/31/19—Pallets still to be removed.
  - 6/30/19---Monitoring
  - 7/31/19---Owner requested 30 days to move vehicles.
  - 8/31/19---Vehicles are now licensed, cleaned/washed and started/moved.
- 2500 Greenbrook Parkway (continued)
- 9/30/19—Pool in back yard, tarp partially fallen in pool.
  - 10/31/19—No violations of Nuisance Code.

**4. 150 Amanda Dr., Ritter Grading**

- Non-conforming business has expanded on to vacant lot next. Notice of violation ordering all expansion to be removed and restored to condition and size of this use at time zoning became effective is pending.
- 4/30/10---Notice of violation issued requiring compliance by 5/9/19. Owner has requested meeting with staff and town attorney.
- 5/31/19—Site inspection, saw-mill and some logs have been removed. More equipment and building must be removed.
- 6/30/19---Saw mill band saw and logs removed. Storage bins, fuel tank and office building still must go.
- 8/31/10—Office trailer and Pods removed.
- 10/31/19—Adjoining lot cleared of grading equipment.

5. **3343 Ironwood Dr.**
  - 4/30/19---Courtesy letter issued to owner. Truck to be moved.
  - 5/31/19---no change; Notice of violation to be issued.
  - 10/31/19---monitoring
6. **3335 Ironwood Dr.**
  - 5/14/19---Courtesy letter to owner to remove vehicle parked at street.
  - 6/30/19---Vehicle was removed.
  - 10/31/19---monitoring
7. **7024 Stirrup Ct.**
  - 7/31/19---Construction debris and weeds overgrown on site of house under construction. Gave owner 5 days to clean up (on 7/29/19) .
  - Home still under construction; old concrete pipe and some weeds along road ditch to be cleared/removed.
  - 9/30/19---monitoring.
  - 10/31/19---still needs to remove old culvert/pipe from front near road ditch
8. **Beulah Church Rd. @ Twelve Mile Creek Rd.**
  - 8/31/19---pasture/acreage around home site is overgrown; area around home and courtyard is being mowed; no violations observed.
  - 10/31/19---monitoring.
9. **107 Antioch Plantation**
  - Overgrown lot; attempting to contact owner for 2 mowing on this lot.
  - Lot mowed by owner. Case resolved.
10. **1011 Heritage Acres**
  - Notice of Violation & Citation issued for illegal customary home occupation 10/7/19.
  - Owner has refused to allow inspection of property. No visible violation from exterior.
11. **240 Steeple Chase Cir.**
  - Courtesy letter sent to owner to discontinue parking equipment in driveway.

TOWN OF WEDDINGTON  
BALANCE SHEET

Agenda Item 15.

FY 2019-2020

PERIOD ENDING: 10/31/2019

10 GENERAL FUND

ASSETS

ASSETS

10-1120-000	TRINITY CHECKING ACCOUNT	1,562,407.50
10-1120-001	TRINITY MONEY MARKET	1,132,399.95
10-1170-000	NC CASH MGMT TRUST	551,472.58
10-1211-001	A/R PROPERTY TAX	828,001.49
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	5,862.82
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	8,845.05
10-1232-000	SALES TAX RECEIVABLE	2,873.99
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,356,559.00
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	10,895.00
10-1610-003	FIXED ASSETS - EQUIPMENT	18,445.58
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.00
10-1610-005	FIXED ASSETS - COMPUTERS	30,442.52
10-1610-006	FIXED ASSETS - COMPUTER SOFTWARE	58,044.00
TOTAL ASSETS		<u>6,593,100.48</u>

LIABILITIES & EQUITY

LIABILITIES

10-2120-000	BOND DEPOSIT PAYABLE	75,002.25
10-2155-000	HEALTH INSURANCE PAYABLE	-3,044.50
10-2156-000	LIFE INSURANCE PAYABLE	-32.20
10-2620-000	DEFERRED REVENUE - DELQ TAXES	5,862.82
10-2625-000	DEFERRED REVENUE - CURR YR TAX	828,001.49
10-2630-000	DEFERRED REVENUE-NEXT 8	8,845.05
TOTAL LIABILITIES		<u>914,634.91</u>

EQUITY

10-2620-001	FUND BALANCE - UNASSIGNED	2,516,986.83
10-2620-003	FUND BALANCE-ASSIGNED	228,000.00
10-2620-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,501,237.10
10-2620-005	CURRENT YEAR EQUITY YTD	506,527.34
CURRENT FUND BALANCE - YTD NET REV		-74,285.70
TOTAL EQUITY		<u>5,678,465.57</u>

TOWN OF WEDDINGTON  
BALANCE SHEET

FY 2019-2020

PERIOD ENDING: 10/31/2019

10

TOTAL LIABILITIES & FUND EQUITY	<u>6,593,100.48</u>
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**TOWN OF WEDDINGTON**  
**REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2019-2020

10/01/2019 TO 10/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
<b>REVENUE:</b>				
10-3101-110 AD VALOREM TAX -	153,983.23	327,722.43	1,120,000.00	71
10-3102-110 AD VALOREM TAX - 1ST	185.18	1,818.72	3,000.00	39
10-3103-110 AD VALOREM TAX - NEXT 8	126.00	1,531.84	2,000.00	23
10-3110-121 AD VALOREM TAX -	17,994.57	27,670.50	102,000.00	73
10-3115-180 TAX INTEREST	40.23	326.74	2,250.00	85
10-3231-220 LOCAL OPTION SALES TAX	34,112.76	68,783.83	370,000.00	81
10-3322-220 BEER & WINE TAX	0.00	0.00	45,000.00	100
10-3324-220 UTILITY FRANCHISE TAX	0.00	101,346.59	470,000.00	78
10-3340-400 ZONING & PERMIT FEES	4,087.50	14,585.00	35,000.00	58
10-3350-400 SUBDIVISION FEES	0.00	15,125.00	13,250.00	-14
10-3830-891 MISCELLANEOUS REVENUES	60.00	595.00	1,750.00	66
10-3831-491 INVESTMENT INCOME	179.26	179.26	21,000.00	99
TOTAL REVENUE	210,768.73	559,684.91	2,185,250.00	74
AFTER TRANSFERS	210,768.73	559,684.91	2,185,250.00	
<b>4110 GENERAL GOVERNMENT</b>				
<b>EXPENDITURE:</b>				
10-4110-126 FIRE DEPT SUBSIDIES	63,649.83	254,599.32	772,810.00	67
10-4110-127 FIRE DEPARTMENT	0.00	0.00	21,000.00	100
10-4110-128 POLICE PROTECTION	74,317.24	148,634.48	297,275.00	50
10-4110-192 ATTORNEY FEES - GENERAL	5,000.00	15,000.00	60,000.00	75
10-4110-195 ELECTION EXPENSE	0.00	0.00	3,500.00	100
10-4110-340 PUBLICATIONS	0.00	1,035.00	10,500.00	90
10-4110-341 WEDDINGTON FESTIVAL	0.00	850.00	0.00	0
10-4110-342 HOLIDAY/TREE LIGHTING	50.00	50.00	6,000.00	99
10-4110-343 SPRING EVENT	0.00	0.00	10,175.00	100
10-4110-344 OTHER COMMUNITY EVENTS	172.60	742.60	1,850.00	60
10-4110-495 COMMITTEE & OUTSIDE	0.00	0.00	2,000.00	100
TOTAL EXPENDITURE	143,189.67	420,911.40	1,185,110.00	64
BEFORE TRANSFERS	-143,189.67	-420,911.40	-1,185,110.00	
AFTER TRANSFERS	-143,189.67	-420,911.40	-1,185,110.00	
<b>4120 ADMINISTRATIVE</b>				
<b>EXPENDITURE:</b>				
10-4120-121 SALARIES - CLERK	2,094.32	8,332.72	23,600.00	65
10-4120-123 SALARIES - TAX COLLECTOR	4,213.22	16,108.96	52,950.00	70
10-4120-124 SALARIES - FINANCE OFFICER	948.45	3,647.88	11,200.00	67
10-4120-125 SALARIES - MAYOR &	2,100.00	8,400.00	25,200.00	67
10-4120-181 FICA EXPENSE	715.66	2,791.20	8,700.00	68
10-4120-182 EMPLOYEE RETIREMENT	970.09	3,748.14	12,125.00	69
10-4120-183 EMPLOYEE INSURANCE	1,187.00	4,748.00	13,475.00	65

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10-4120-184 EMPLOYEE LIFE INSURANCE	12.60	50.40	175.00	71
10-4120-185 EMPLOYEE S-T DISABILITY	12.00	48.00	175.00	73
10-4120-191 AUDIT FEES	0.00	0.00	8,750.00	100
10-4120-193 CONTRACT LABOR	2,150.00	4,990.00	103,750.00	95
10-4120-200 OFFICE SUPPLIES - ADMIN	372.23	1,008.77	12,000.00	92
10-4120-210 PLANNING CONFERENCE	0.00	0.00	500.00	100
10-4120-321 TELEPHONE - ADMIN	246.49	683.04	3,000.00	77
10-4120-325 POSTAGE - ADMIN	0.00	656.33	2,000.00	67
10-4120-331 UTILITIES - ADMIN	635.60	1,555.32	6,000.00	74
10-4120-351 REPAIRS & MAINTENANCE -	0.00	0.00	15,000.00	100
10-4120-352 REPAIRS & MAINTENANCE	2,557.37	24,017.88	75,000.00	68
10-4120-354 REPAIRS & MAINTENANCE	5,556.84	21,293.50	90,050.00	76
10-4120-355 REPAIRS & MAINTENANCE	450.08	566.08	1,500.00	62
10-4120-356 REPAIRS & MAINTENANCE	400.00	1,300.00	6,000.00	78
10-4120-370 ADVERTISING - ADMIN	80.00	149.50	1,000.00	85
10-4120-397 TAX LISTING & TAX	-39.60	-301.95	250.00	221
10-4120-400 ADMINISTRATIVE:TRAINING	150.00	1,343.00	4,000.00	66
10-4120-410 ADMINISTRATIVE:TRAVEL	381.53	1,447.31	5,000.00	71
10-4120-450 INSURANCE	0.00	13,379.80	14,500.00	8
10-4120-491 DUES & SUBSCRIPTIONS	3,350.10	18,761.60	20,000.00	6
10-4120-498 GIFTS & AWARDS	0.00	0.00	3,000.00	100
10-4120-499 MISCELLANEOUS	253.44	253.44	8,000.00	97
10-4120-500 CAPITAL EXPENDITURES	0.00	0.00	70,000.00	100
TOTAL EXPENDITURE	28,797.42	138,978.92	596,900.00	77
BEFORE TRANSFERS	-28,797.42	-138,978.92	-596,900.00	
AFTER TRANSFERS	-28,797.42	-138,978.92	-596,900.00	

**4130 PLANNING & ZONING**

EXPENDITURE:

10-4130-121 SALARIES - ZONING	6,188.58	24,754.32	75,450.00	67
10-4130-122 SALARIES - ASST ZONING	0.00	400.00	500.00	20
10-4130-123 SALARIES -	1,479.60	6,032.21	18,550.00	67
10-4130-124 SALARIES - PLANNING	425.00	1,475.00	5,200.00	72
10-4130-125 SALARIES - SIGN REMOVAL	310.25	2,314.91	8,500.00	73
10-4130-181 FICA EXPENSE - P&Z	610.35	2,539.82	7,950.00	68
10-4130-182 EMPLOYEE RETIREMENT -	1,232.68	4,944.43	15,390.00	68
10-4130-183 EMPLOYEE INSURANCE	1,474.00	5,896.00	15,925.00	63
10-4130-184 EMPLOYEE LIFE INSURANCE	19.60	78.40	250.00	69
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	48.00	175.00	73
10-4130-193 CONSULTING	11,143.65	17,098.41	60,000.00	72
10-4130-194 CONSULTING - COG	0.00	0.00	26,500.00	100
10-4130-200 OFFICE SUPPLIES -	1,326.68	1,874.27	5,000.00	63
10-4130-201 ZONING SPECIFIC OFFICE	0.00	0.00	2,500.00	100
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	350.00	100

TOWN OF WEDDINGTON  
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FY 2019-2020

10/01/2019 TO 10/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4130-220 INFRASTRUCTURE	3,500.00	3,500.00	262,000.00	99
10-4130-321 TELEPHONE - PLANNING &	246.51	683.09	3,000.00	77
10-4130-325 POSTAGE - PLANNING &	0.00	656.34	2,000.00	67
10-4130-331 UTILITIES - PLANNING &	635.62	1,635.59	6,000.00	73
10-4130-370 ADVERTISING - PLANNING	80.00	149.50	1,000.00	85
TOTAL EXPENDITURE	<u>28,684.52</u>	<u>74,080.29</u>	<u>516,240.00</u>	<u>86</u>
BEFORE TRANSFERS	<u>-28,684.52</u>	<u>-74,080.29</u>	<u>-516,240.00</u>	
AFTER TRANSFERS	<u>-28,684.52</u>	<u>-74,080.29</u>	<u>-516,240.00</u>	
GRAND TOTAL	<u>10,097.12</u>	<u>-74,285.70</u>	<u>-113,000.00</u>	

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

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## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Kim Woods, Tax Collector

**DATE:** November 11, 2019

**SUBJECT:** Monthly Report–September2019

<b>Transactions:</b>	
2019 Utilities Charge	\$12923.19
Balance Adjustments	\$619.97
Adjust Under 5.00	\$.22
Interest Charges	\$96.35
Overpayments	\$(42.63)
Penalty and Interest Payments	\$(47.08)
Refunds	\$963.78
Releases	\$(1021.10)
<b>Taxes Collected:</b>	
2017	\$(126.00)
2018	\$(185.18)
2019	\$(155754.52)
<b>As of October 31, 2019; the following taxes remain Outstanding:</b>	
2008	\$769.58
2009	\$511.72
2010	\$530.18
2011	\$52.18
2012	\$265.34
2013	\$284.04
2014	\$595.07
2015	\$1390.31
2016	\$1400.72
2017	\$3045.91

2018	\$5862.82
2019	\$828001.49
<b>Total Outstanding:</b>	\$842,709.36