

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, AUGUST 10, 2015 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104
AGENDA**

Prayer – Mayor Bill Deter

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Special Presentation/Recognitions
 - A. Constitution Week Proclamation

PUBLIC ADDRESS TO THE COUNCIL

Any individual or group who wishes to address the Council may do so at this time. Each speaker will have three (3) minutes to make their remarks and shall obey reasonable standards of courtesy in their remarks. Typically, this is a time for the Mayor and Council to hear from the public and not respond. If questions are raised, a member of the Town Council or Staff may contact the individual after the meeting to help address issues raised. If the item you wish to speak about is a Public Hearing item, address your concerns during that time and not under the Public Comment period.

5. Public Comments
6. Additions, Deletions and/or Adoption of the Agenda

Consent Agenda. The Council may designate a part of the agenda as the "Consent Agenda." Items placed on the consent agenda are judged to be non-controversial and routine. Any member of the Council may remove an item from the consent agenda and place it on the regular agenda while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting. All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

7. Consent Agenda
 - A. Call for Public Hearing – Conditional Zoning for an Amenity Site within the major subdivision, The Falls at Weddington
8. Approval of Minutes
 - A. July 13, 2015 Regular Town Council Meeting

The Public must sign up before the beginning of the meeting to speak on an item under Public Hearings. The Mayor will recognize speakers in the order in which their names appear on the sign-up sheet. The Council sets the rules for the Public Hearing. The rules may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or

opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the Town Hall; and for providing for the maintenance of order and decorum in the conduct of the hearing.

Each speaker must address the Council from the lectern and begin their remarks by giving their name and address. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers must be courteous in their language and presentation. Personal attacks on the Council or members of the public will not be tolerated.

The Mayor may determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and shall rule on objections from other members of the Council on discourteous behavior. A majority vote of the Council may overrule the Mayor's ruling on standards of courtesy. Speakers may leave written comments and/or supporting documents, if any, with the Town Clerk to the Council.

9. Public Hearing and Consideration of Public Hearing

None

10. Old Business

A. Fire Service Update

- Transition – Chief McClendon
- Discussion of Building repairs

B. Update on Tilly Morris Road Speed Limit

11. New Business

- A. Request for approval of funds for staff work stations.
- B. Appointment of Planning Board Member
- C. Request for SR-2 Resolution for Blossom Hill Drive and Pearlstone Lane in Highgate Subdivision
- D. Review and Consideration of the Final Plat for the major subdivision, Highclere
- E. Review and Consideration Roadway Performance Bond Reduction for Atherton Estates Map 1A
- F. Review and Consideration Roadway Performance Bond Reduction for Atherton Estates Map 1B
- G. Review and Consideration Water Performance Bond Release for Atherton Estates Map 1A

12. Update from Town Planner

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 10, 2015 - 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 10, 2015, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox, Finance Officer Leslie Gaylord, Town Planner Julian Burton, and Town Administrator Peggy Piontek

Visitors: Liz Callis, Janice Propst, Lib Propst, Anna-Marie Smith, Don Sinclair, Jeff Perryman, John Houston, Betty Houston, Warren Johnson, Jane Duckwall, Andrew Moore, Julie Moore, Wendy Shaw, Reagan Shaw, Linda Mann, Mikki Weaver, Marylu Gibbs, Craig Hazeltine, David Strunk, Alix Pawlic Phillips

Mayor Bill Deter offered the Invocation prior to the opening of the meeting.

Item No. 1. Open the Meeting. Mayor Deter opened the August 10, 2015 Regular Town Council Meeting at 7:00 p.m.

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

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

Item No 4. Special Presentation/Recognitions

A. Constitution Week Proclamation

Mayor Deter read the Proclamation. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD)**

Item No. 5 Public Comments:

Mayor Deter opened the Public Comments portion of the meeting.

Jeff Perryman, 7147 Stirrup Court, Weddington, NC wanted to express his concerns over the passing of a lease with option to purchase agreement for the Town's Hemby Road property and setting a selling price without accomplishing an appraisal or public comments being involved. Specifically, how three members of council felt this was financially responsible? Councilmembers Smith and Harrison, with Mayor Deter casting the deciding vote, passed this lease with purchase option and it was signed with WCVFD on July 27th. The stated selling price of \$750,000.00 is a huge concern to him and should be to anyone who pays taxes in our town. When he asked the question of how this number was decided upon, the answer he received from Mayor Deter was that a 30 year depreciation schedule was applied on the two buildings with a residual value of \$200,000.00. Mayor Deter also added that since the Town only received a \$1 a year in compensation for the property, that selling it made good sense since the money could be placed in an account and there will be a return on that investment. Mr. Perryman asked if anyone here would sell their own real estate without an appraisal being involved; either as seller or buyer? The appraisal that was done in March of 2013, before the improvements were made to the buildings, placed the market value at \$1,025,000.00; the value after the improvements was estimated at \$1,596,000.00 or almost \$1,600,000.00; and the Town priced it at \$750,000.00. He said he was also told by Mayor Deter and Councilwoman Harrison that property values in Weddington have been going down. Mr. Perryman said he contacted two certified general appraisers who know our area and this is what he found out, land values did top out in our area in 2007-2008 and then it dropped very dramatically. However starting in 2012 property values started to move back up, currently the rate of increase they are seeing is approximately 3% for land and homes sales from 5 – 10% a year. So which is right, the Mayor's \$750,000.00 thirty year depreciated value, or his belief that the property is worth substantially more? The only way to find out is to have a summary appraisal done to determine the current market value for that property. He has been quoted a price of \$2,500.00 and a timeline of approximately two to three weeks to get one accomplished. In order for him and the other taxpayers to have confidence in their judgment in this matter, he calls on the council to have a summary appraisal done at the earliest opportunity. It is certainly much less costly than the \$10,000.00 the Town spent on the McGrath Fire Study and would certainly refute any doubts that Mayor Deter and Councilmembers Smith and Harrison's financial decisions and vote on the lease have been done in the Town's best interest.

Janice Propst, 531 Weddington, Road, Weddington, NC thanked the men and women of Providence from the citizens of the Town of Weddington. "I want to thank them for their 61 years of service to this community; they deserve our deepest appreciation for going above and beyond the call of duty all these years. As the town population grew the citizens and town government asked more and more of Providence and Providence was there to accommodate the town. When they were asked to increase the staffing at the station with 24/7 365, with four qualified and certified firefighters and EMTs, they accommodated the town. In good faith they believed they were in partnership with the town and made every effort to protect and serve our

community. As late as just this past August they worked diligently to prove their commitment to the citizens of Weddington and to the Town Council; achieving an ISO rating of 4. Thank you Providence. Last month after the Town Council meeting Weddington had a violent thunder storm; Providence responded to six calls in two hours with twelve certified firefighters and five apparatus out in the community protecting our Weddington citizens. Those are some big shoes to fill. Thank you from the bottom of my heart, I mean it sincerely, for your service to our community for 61 years. Our majority of the Council might not appreciate what you did to keep us safe, but I guarantee you the Weddington citizens do and they will not forget it. Thank you."

Eric Anderson, 13616 Providence Road, Weddington, NC stated Wesley Chapel got rated, they are not a four they are a six. Six for a volunteer fire department is good but it's not a four. He wondered because Providence carried two engines (with one in reserve); one tanker and one brush truck, why Wesley Chapel could not get a four as well when you have the same equipment. What he noticed is that the fire truck they bought from West Virginia, they seem to be working on it a lot so he really wondered if that fire truck actually works. The other thing he would like to speak on is the tragedy that this has torn apart this town. The current Chief of Wesley Chapel grew up in Weddington, went to Weddington High School and he volunteered starting when he was age 15, he's now Chief. Now because of the events of our Town Council and this Board he's probably the second most hated man in Weddington. That is terrible and absolutely sad that one of our native sons, who has put so much into protecting Union County, is being dragged through this because of the actions of elected officials.

Craig Hazeltine, 3166 Foxwood Drive, Weddington, NC thanked the Town Councilmembers who voted to terminate the Providence Volunteer Fire Department contract. It's rare in this day and age that fiscal responsibility is taken in government action and the fact that we will save between \$2,000,000.00 - \$3,000,000.00 over the next 10 years speaks volumes of the action taken on a financial basis to support the citizens of this community as far as increased taxes over time. As far as fire protection, he would argue that Wesley Chapel has equal or above protection due to the utilization of assets across three fire departments. One of the most shocking things he saw in the transition is that every single citizen in the fire district was put in harm's way during transition. We had phone lines cut, no communications in or out of that facility, we had the air lines taken that ran to the engines, had electrical taken, had the inspection stickers taken off the fire sprinkler system. All of these things put every citizen in this town at risk. His personal opinion, these are criminal activities and he thinks they ought to be investigated as criminal activities and found out why and how it happened; people ought to go to jail for it.

Andrew Moore, 3200 Michelle Drive, Weddington, NC, commented on the previous statements stating that he was in that fire hall the night before and there was no damage to it, there was nothing missing that didn't remain the property of PVFD. So he doesn't know who that gentleman is and is not going to disparage him, but he does believe that what he is saying is

definitely untrue. You can bring all the criminal investigation you want, you're going to loose pal, bring it on. Anyway, "Mr. Deter, you have been asked by several people why the need to oust Providence Volunteer Fire Department? Your comment is a savings of over \$200,000.00 a year. Many numbers have been thrown around, but you are holding to this \$200,000.00 – \$225,000.00 per year savings, and yet he has never seen this savings on paper. He is asking for this explanation again. He drives by the Hemby Road Fire Station almost every day, and now, instead of the bays being full of trucks and tankers, there are half of what was there before. There are empty bays – maybe that is why the bay doors are kept closed most of the time now. How will these trucks be replaced and at what cost? More importantly, how can the same level of service be provided? There is now a pending lawsuit. Legal costs are rising for the town. Who is going to pay for this? Court cases can go on for months and legal fees continue to stack up. Who is going to pay for these additional fees? The citizens of Weddington, they are who will ultimately pay for these additional expenses, including you, Mr. Deter. Unless the contract was for a fully furnished fire station, which it wasn't, Wesley Chapel Fire Department received an empty building. So, along with missing fire trucks, who is going to pay to replace what was rightfully PVFD's property items in the fire station such as equipment, tables, chairs, computers, printers, etc? He would like to see how clearing out our fire station affects your \$200,000.00 savings. Was the replacement of all those trucks, equipment and furnishings that left the Hemby Road station factored into your grandiose plan of saving \$200,000.00 a year? He would like to see a report with updated figures to know what you have actually saved or cost the citizens of the Town of Weddington. And most importantly, how will our new fire and emergency service compare to the ISO 4 rated service you kicked to the curb? He hopes none of the people in this room ever need to find out.

Mayor Deter closed the Public Comments portion of the meeting.

Item No. 6 Additions, Deletions and/or Adoption of the Agenda:

Mayor Deter advised that under Old Business we were going to have Chief McLendon speak, he is out of town so that will have to be removed. Councilwoman Harrison made a motion to accept the revised agenda where Chief McLendon will not be a speaker.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 7 Consent Agenda

- A. Call for Public Hearing – Conditional Zoning for an Amenity Site within the major subdivision, The Falls at Weddington

Mayor Pro Tem Titherington moved to approve all matters on the Consent Agenda. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 8 Approval of Minutes:

A. July 13, 2015 Regular Town Council Meeting

Mayor Pro Tem Titherington referred to a paragraph on page 11 requesting approval from Council for the changes on the hard copy that has been provided to Council this evening, it doesn't change the content but it does prevent about five run on sentences. If Council is comfortable he would like to have those changes made.

Mayor Deter referred to revisions presented by Councilwoman Hadley. He said that the minutes in the original agenda packet said "Mr. Moore claimed that Mayor Deter had said that "the train has left the station and this will become a distant memory and he would get reelected in November." It now says "You said, "The train has left the station and this will become a distant memory and I will get reelected in November." Implying that the Mayor said this so he wanted to get some clarification that the Mayor didn't say that. He would prefer, if it's ok with Councilwoman Hadley to say "Mr. Moore claimed that the Mayor said".

Councilwoman Hadley stated that this is public record she noticed a few changes just like Mayor Pro Tem Titherington did, and so she knew he was reading his prepared statement and she asked him for it. She thinks if we are going to do public records, according to what we said, this is what he said. So she would prefer to leave what he said correct and if you feel the need to make a note afterwards that's fine. Mayor Deter asked if he turned a public statement into the Town Clerk after he spoke. Councilwoman Hadley replied "he turned it into her after she saw that the minutes were not reflecting exactly what he said". Mayor Deter replied he doesn't want to make a big deal out of it, so we'll let it go but he believes he has comments at the end of the last month's Council Comments.

Councilwoman Harrison moved to accept the minutes with the revisions that Mayor Pro Tem Titherington and Councilwoman Hadley have given us. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 9 Public Hearing and Consideration of Public Hearing

None

Item No. 10 Old Business

A. Fire Service Update

- Transition – Chief McClendon – *this matter was removed as a result of a motion made in Item 6*

Attorney Fox said there was a hearing today, August 10th, Judge Lee asked to have the hearing before him on the issue of the motion for permanent injunction prohibiting the Town from the conveyance of the fire station to Wesley Chapel. The previous hearing was to enter into a temporary restraining order prohibiting the Town from conveying the fire station pending the hearing that was scheduled and held today.

The court heard arguments from both parties, the arguments went to the standards for injunctive relief, whether or not there was an adequate remedy at law and whether or not there was a likelihood of the plaintiff's prevailing on the merits. The hearing lasted about two hours. Both sides presented their positions on those issues. There was also filed with the court the Town's Motion to Dismiss claims that the Plaintiff's had asserted with regards to allegations of fraud in the inducement and unfair and deceptive trade practices, stemming from the lease agreement with Wesley Chapel. Arguments were made as to the appropriateness of the Motion to Dismiss as well.

Prior to the hearing, Providence filed an amendment to its original complaint. The motion on the amendment was filed and scheduled to be heard despite the fact that it was filed not with sufficient time to give the Town the ability to defend against the motion. None-the-less, the parties agreed to waive the timeliness of the motion and the parties were heard on the motion to amend the complaint. Judge Lee decided to take the matter under advisement. There were cases presented by both parties and statutes that he wanted to review

In light of Judge Lee taking the case under advisement, he continued the injunction until such time as he renders his decision. He was clear that his continuing of the injunction did not, by any means, forecast a ruling on that issue. He wanted to, in his word "maintain the status quo for the next week or so until a ruling has been granted." He anticipates that he will enter a ruling perhaps this week or sometime next week. I have been before Judge Lee before and sometimes weeks turn into a little longer period than that. He believes that depending upon how he rules on the issue of the Motion to Dismiss his ruling may determine whether the injunction should continue or whether an amendment to the complaint is appropriate.

Councilwoman Hadley stated "I'd like to say that with any organization or company that I've seen even under the worst of circumstances, there is a statement congratulating and thanking those leaving the organization. So on behalf of the citizens of Weddington, I would like to thank

Providence VFD for their service to the community for the past 61 years. I would also like to congratulate them for their outstanding achievement of obtaining an ISO rating of 4 which is the highest in the county for VFDs and in the top 8% of the entire state. Over the last 3 years they also obtained the highest rating achieved in their financial audits. The citizens of Weddington and me personally thank you and congratulate you for being a part of our community in more ways than just your outstanding fire and first response. We wish you well in your future endeavors.”

Mayor Deter wanted to get in public record the occupancy inspection from Union County Fire Marshal; there are four violations that did not prevent them getting occupancy of the fire station but they are here if anyone wants to look at them. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD)**

Councilwoman Hadley asked to go over the items, stating that some of them are annual testing like the sprinkler system and that sort of thing. Mayor Deter replied he will just read what the four are: *defective electrical wiring* (Terminate exposed structural wiring at gear washer location in a safe manner.) He explained what a gear washer was; *maintenance of firewalls, fire doors, fire shutters* (Remove all door open devices on kitchen, day room and lobby doors to apparatus bay.); *testing, maintenance, repair of alternative fire extinguishing systems* (provide annual test reports for sprinkler, fire alarm and rolling fire door between kitchen and apparatus bay.) Normally he would think there are inspection tags on those so the Fire Marshal would know when the last inspection was and all of the fire tags are not there; *installation/maintenance of fire alarm systems/smoke detectors* (repair communications system and ensure offsite monitoring communication for fire alarm system.) That basically deals with internet and phone connection.

- Discussion of Hemby Road Building Repairs

Mayor Deter stated that he and Councilwoman Harrison together met with two of the painters and Councilwoman Harrison met with the third. She advised we asked for the front of the building to be either paint or feather out the stucco so no name is visible and repair holes in stucco. We then went inside and looked at all the rooms to get repairs on all the rooms like every bathroom that had things ripped out of it, the duty room that had issues in it, the training room and the front wall where there were nails have holes now. We asked for two different bids for the front – one just to feather in that portion, the other to do the whole thing. Basically all three of them told us the same thing, it won't feather in right we really need to do the whole front, and one wouldn't even give us a bid on doing that. So before you we have 360 Degree Painting, Certa Pro and Advance Exterior. If you look at the dollar amounts two of them are similar (\$4,300 - \$4,700 - \$5,100). They all have insurance and liability insurance; they give a warranty which covers peeling paint, although one would not expect the inside to peel but if it does we have a warranty; she recommended going with 360 Degree Exterior. His quote was about \$4,300. Councilmember Smith inquired if that's for the front of the building. Councilwoman Harrison replied yes, that's for skim coating in, Council Member Smith stated

gotcha. Mayor Deter explained they all will fill in where the letters use to be. Councilwoman Harrison stated they are felt it was a little tacky. Mayor Pro Tem Titherington asked if that included plugging all the holes in the facade. Councilwoman Harrison replied yes. Mayor Deter explained this was the guy, when you come into a room where stuff was taken off the wall creating a hole he would try and paint that area, instead of painting the whole room, just painting the damaged walls. He said they should be able to match pretty well, it won't be perfect but if there's a break point in a corner or something they can do that. Councilwoman Harrison said that's what we did. Councilwoman Hadley stated she has Certa Pro for \$3,642.00; is that correct? Councilwoman Harrison replied you have to add up both of them. Mayor Pro Tem Titherington stated that one is for the front and one is for the rest. Councilwoman Hadley replied yes that was \$1,250.00 and \$2,391.00 so it's \$3,642.00 for interior and exterior. Councilwoman Harrison replied she is correct. Councilwoman Hadley said and Advance was? Councilwoman Harrison replied \$5,729.00, he gave us a discount but for one she was not able to get ahold of him. He's got one where he said, if he does it this way it's \$3,100.00, which is the number she took but if it's the other way it's like \$3,600.00. What she could not figure out was the \$3,600.00 in addition to the \$3,100.00 for the exterior and she left a message but it was late when she looked at that one. Mayor Deter said that's the one on page 83, he had the same feeling. Councilwoman Harrison stated that 360 was just in the middle, Certa Pro was one that took a lot of pictures, which was good. She believes most of them did but he included the pictures. Councilwoman Hadley, "so the smallest bid is Certa Pro at \$3,642.00 and you are suggesting 360 Painting at \$4,298.00." Councilwoman Harrison confirmed she was correct. Councilwoman Hadley asked what the difference was between them. Councilwoman Harrison replied it was her comfort level on the two. She is not saying that Certa Pro isn't good; she just felt that she wasn't comfortable with some of the questions she was asking him about how he was going to do certain things. She really wanted to have the paint match as close as possible because it was just painted not too long ago. We should be able to take a chip of that and go to any paint store and match that up. Councilwoman Hadley inquired for the interior? Councilwoman Harrison said yes. Councilwoman Hadley advised she has the colors if you want them and she believes there is some paint in the back room. Councilwoman Harrison replied there was no paint, she looked for hours in that building to see what we could find. Mayor Deter stated that was one of the questions he asked. If we know what the paint colors are that will help a lot. Councilwoman Hadley replied she happens to know what the paint colors are. Councilwoman Harrison stated she doesn't care; if Councilwoman Hadley wants to make a motion to go with the cheapest one, she doesn't care. It's our responsibility because we are the leaser to fix that. Councilwoman Hadley replied she agrees with that because she thinks if you rent a space and a tenant moves out that you repaint. She believes we could probably do without the; she think all tenants put things in the wall, she knows she's a big proponent of nails for heavy artwork and shelving. She thinks any tenant is entitled to having, you know, normal wear and tear that needs to be patched. The only question she has with, so she does agree that the tenant should paint when the new tenant comes in. But the only question she has, this might be premature, but is, what part of the

signage, maybe she guesses, what sign is going back up and what part of the signage will be, will the Town be responsible for and what part of the signage will the fire department be a part of. She is trying to relate it to a commercial building. Mayor Deter replied, thinking out loud, if the fire station is sold, he doesn't expect the Council to pay for anything on the signage. Councilwoman Hadley replied that was her question. So she just wondered where Council was on that. *(Several people are speaking at once and can not be transcribed)*. Mayor Pro Tem Titherington stated he believes it's important that we get the holes plugged because if water gets in there we are going to have to start chasing other issues. Councilwoman Hadley stated absolutely. Mayor Deter stated he agrees with Councilwoman Hadley totally about nails and hanging stuff, but there is also stuff that was what he would call fixtures with physical attachments that were taken off the walls. Councilwoman Hadley asked if he was talking about the soap dispenser. Mayor Deter replied, soap dispensers were one, dry erase boards mounted to the walls, he can't recall what all the various things were but he believes, although he doesn't have it in front of him now, but the injunction that said that Providence had to vacate the station on or before the 29th, he thought it specifically talked about fixtures, furnishings and, he couldn't remember the exact wording.

Attorney Fox stated that Judge Lee order did require that Providence leave the building in good repair and to leave the fixtures that are attached to the building. That was not raised in the hearing today, we did not discuss the fixtures at all.

Mayor Pro Tem Titherington stated that there are two questions on the table, one is the recommendation for 360 which is about \$650.00 more than Certa Pro; and a question was raised about Certa Pro was there a recommendation for one or the other? Councilwoman Hadley stated she would prefer to go with the cheapest. Councilman Smith asked Councilwoman Harrison if she was unhappy with the responses. She replied this is the Council's decision and certainly, not only would we have Attorney Fox's cost to consider, but then everybody that calls him is raising his costs; however we can save money she doesn't have a problem. If you want to go with Certa Pro I'll make a motion to use Certa Pro. Mayor Pro Tem Titherington confirmed with Councilwoman Hadley that she knew where there was some paint left over or something we can go on to get the actual colors. Councilwoman Hadley replied she does and knows where there's paint and she has paint numbers for Sherwin Williams. Mayor Pro Tem Titherington stated okay that was one of the biggest concerns it sounds like. Councilwoman Harrison requested that Councilwoman Hadley get the paint numbers to the Town Administrator, she replied absolutely.

Mayor Pro Tem Titherington moved to approve Certa Pro to do the work that has been outlined in the contract as soon as possible to prevent any further damage to the façade not to exceed \$3,800.00 just in case there are some issues.

Councilwoman Hadley stated she would like to make a friendly motion amendment because with any construction she would like to put a little contingency in just in case they find something; we don't have to wait to come back for another meeting. She proposed to accept Certa Pro

\$3,642.00 with a 10% contingency fee. Mayor Pro Tem Titherington said he's fine with a 10% contingency fee. Councilwoman Harrison said the original motion was for \$3,800.00 and this would be less.

Mayor Pro Tem Titherington amended his motion to \$3,642.00 and it includes 10% contingency fee for Certa Pro and directed staff to engage with them as soon as possible. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD)**

Councilwoman Harrison requested that we have staff thank the other contractors that were not selected. Mayor Pro Tem Titherington agreed.

Attorney Fox inquired who will determine that the contingency is to be applied. Mayor Pro Tem Titherington replied I assume that since Councilwoman Harrison has been handling this up until now, I'm comfortable with that process. Councilman Smith agreed.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

B. Update on Tilley Morris Road Speed Limit

Planner Julian Burton stated that he sent Council the email of NCDOT's response to the letter signed by the Council asking NCDOT to look at the stretch of Tilley Morris Road right after the intersection with Weddington- Matthews Road just East of the intersection with Tilley Morris. He also provided an email with another short response to a follow up question that he gave Lee Ainsworth from NCDOT. As you can see from their email response they looked at that stretch and do not feel that there is any change necessary to either the speed limit or to any other safety measures. This is the extent of his conversations with them and doesn't have too much to add about their stance on the situation. He suggested that Council discuss how and if they want to pursue this further. Whether you want to ask if NCDOT will contribute to a portion of the improvement if that is what you want to do or if NCDOT will be willing to permit the Town to pay for it.

Mayor Pro Tem Titherington said as you enter into Weddington from Mecklenburg its 35mph and it goes to 45mph for a stretch and then back to 35mph. Planner Burton said it's a caution sign for 35 around that curve. Mayor Pro Tem Titherington stated it posts 45mph so when you cross into Union County it goes to 45mph and you have the caution 35mph, but as soon as you exit Union County going west coming up from 485 and Providence it's 35 mph; you get to the Union County line it changes to 45 mph until you get to Colonel Beatty it's back to 35mph. So what's the magic about being in Mecklenburg at 35mph and 45mph in Union County or is that a question we have to ask NCDOT? Planner Burton replied the final answer is with NCDOT, he is

uncertain if it is coincidentally a change in the nature of the road as you enter and leave Union County. It seems like it would be a coincidence.

Councilman Smith stated normally what happens is when you get to the portion of the road where there are more houses or commercial it will slow down. The portion of the road you're speaking about does not have a lot of that there and that's what usually determines the speed.

Mayor Pro Tem Titherington stated when Mr. Ainsworth was here in February he indicated if Council had concerns about specific areas from a safety perspective they would take that into consideration. To your point about the density, we now have four new developments and another 44 acres right on that corner so that density has significantly changed.

Councilman Smith stated those are off that roadway, what he's pointing out is these residents are set on this roadway, they actually have frontage on this roadway and there's where you are going to see it.

Mayor Deter asked Mr. Burton if when he spoke with NCDOT did he mention Vintage Creek and Graham Allen subdivisions coming in there, we're trying to get ahead of this thing. Mr. Burton replied that he didn't specifically mention Graham Allen because we are not certain they are going in there. They are aware because they approved the driveway permit, they would approve all driveway permits along there so one would think they are aware.

Mayor Deter asked Council if there is an advantage to see if we can get a blinking yellow light to make people slow down and pay attention. Ideally on a cost sharing basis with NCDOT and if they say no maybe it's something we should do ourselves.

Councilman Smith stated one of his concerns is that he pulled some crash data from there and it seems to be inconsistent with what we're seeing out there. He believes NCDOT is basing some of their decisions on crash data that's inconsistent and he thinks it's skewing their judgement. He doesn't mind cost sharing if there is a problem NCDOT is not aware of and he would like to see cost sharing instead of us footing the bill.

Councilwoman Harrison would like to see the data and feels it's better to say we'll cost share with you, she wants to see more alternatives.

Mayor Pro Tem Titherington stated if Council is comfortable he would like to work with the Town Planner and Mr. Ainsworth from NCDOT to have him come out and do a site visit, we can meet about 2:45 pm in about two weeks when school gets out and see what that traffic looks like, it'll be great timing.

Mr. Burton advised this is Mr. Ainsworth responding to us, but he's providing us with Sean Epperson's answers.

Councilman Smith moved to have Mayor Pro Tem Titherington work with staff to contact NCDOT and work with them to come up with alternatives for that stretch of roadway Tilley Morris and Weddington-Matthews Road.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 11 New Business

A. Request for approval of funds for staff work stations

Mayor Deter advised that Town Administrator Piontek has provided Council with a quote of approximately \$1,100.00 and will get an additional two quotes. She is requesting the authority of not to exceed \$1,500.00 in case something comes up. This is to ensure we continue to move forward without having to wait for the September Council meeting.

Councilwoman Harrison inquired if this includes taxes. Ms. Piontek replied she does not believe there are taxes or if there are it should include them.

Councilwoman Harrison moved to approve going forward with this not to exceed \$1,100.00 on the condition that there are two more cost quotes.

Councilwoman Harrison amended her motion to approve directing staff to get wiring and all that we need to have not to exceed \$1,500.00 with two additional cost quotes. **(COPY ATTACHED HERewith AND MADE A PART OF THE RECORD)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

B. Appointment of Planning Board Member

Mayor Deter advised that we have an interim vacancy until December of this year, we have several candidates and he asked for discussion.

Councilwoman Harrison asked if we had any suggestions from our Planning Board leaders.

Mayor Deter replied our Planning Board leaders suggested Gerry Hartman. We are trying to get people that live further out; he lives in Aero Plantation which is good. Mayor Deter tried to

speak with him today, unsuccessfully, but Mr. Dow spoke with him for quite some time. We all had a concern that the members are coming from (what he calls) the central core of Weddington and Aero Plantation is South, kind of out there by themselves and this could get them involved.

Mayor Pro Tem Titherington stated he has a different background and that's good. Mayor Deter reviewed some of his background and recommended appointing him to the interim position.

Councilman Smith moved to approve appointing Mr. Hartman to the interim Planning Board position.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

C. Request for SR-2 Resolution for Blossom Hill Drive and Pearlstone Lane in Highgate Subdivision

Planner Burton advised that NCDOT is looking for the Town's approval and if the roads meet NCDOT standards they will take them over.

Mayor Pro Tem Titherington moved to approve the request for Blossom Hill Drive and Pearlstone Lane to be turned over to NCDOT under Resolution 201505 as recommended by staff. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

D. Review and Consideration of the Final Plat for the major subdivision, Highclere

Planner Burton stated that Benchmark North Carolina, LLC has submitted this final plat application for 22 lots of the approved 45 lot Residential Conservation Subdivision, Highclere, located on 57 acres off Rea Road. This subdivision will be served by Union County Public Water and Sewer. The applicant will be using the existing curb cut off of Rea Road for ingress/egress and will install a right turn lane on Rea Road.

Planner Burton advised he included the minutes from November 12, 2013, that's when the preliminary plat was approved. This subdivision is also going to be a Planned Residential Development (PRD) which allows for an entrance gate and private roads. Planned Residential Developments (PRDs) are allowed as conditional zoning districts, and are subject to conditional zoning approval in accordance with Section 58-271. Because Highclere is a conservation subdivision we held a public hearing on November 12, 2013 and during that hearing, the minutes

reflect this as well, the development was planned to be gated. The plans and final plat also show it to be gated. Essentially we are not required to hold another public hearing, whereas if it was a by-right subdivision we would be required to do so.

He included all the recommended conditions from staff and the Planning Board in the staff report. The Planning Board unanimously recommended approval with those conditions.

Recommended Conditions of Approval for Highclere Final Plat Map 1(from Staff and Planning Board):

1. Performance and Maintenance Bonds to be approved by the Town Council.
2. Approval of CCR's by Town Attorney.
3. Each remaining lot to be recorded in the Highclere subdivision shall include on its Deed a statement that all roads are private and not the responsibility of the Town of Weddington and shall be maintained by the Highclere Homeowners Association or its Developer.
4. Vehicle control signs including but not limited to stop signs and speed limit signs shall be installed by the Developer and maintained by the Homeowners Association on any roads not accepted by NCDOT. All speed limits within the subdivision shall be no greater than 25 mph.
5. Coordinate with USPS and DOT to provide cluster mailboxes within subdivisions.
6. The maintenance and upkeep of any guardhouses or entry structures, as well as the maintenance and upkeep of any private streets in the PRD, shall be the sole responsibility of the developer, and/or any duly incorporated and active homeowners' association.
7. Construction documents for the gatehouses, subdivision walls, or entry structures must be approved by the Town Council.
8. Individual home addresses must be clearly visible from the roadway.

Mayor Deter asked if there is any resolution or standard procedure on how cluster mailboxes will be handled now. Mr. Burton replied that we don't have one, but it will be on the next Planning Board agenda.

Councilwoman Harrison inquired if they had a discussion with the Post Office and are they okay with it. Mr. Burton replied yes, other municipalities in Union County have come up with Ordinances that the Postal Service is okay with, so we will probably model ours after those.

Mayor Deter commented that we are fortunate that there will be 100' buffers on this one even though that was not a requirement. Mr. Burton advised this is a Conservation Subdivision so they had to have 100' buffers, technically it's kind of semantics, it wasn't actually a thoroughfare buffer but they were required to have lots 100' from the thoroughfare, it just doesn't have to be landscaped with the same requirements as a thoroughfare buffer.

Councilwoman Harrison stated that we need to keep in mind that sometime in the future Rea Road is going to be widened so the houses need to be backed up from the road.

Mayor Pro Tem Titherington stated at the time there was concern about the wetlands and the way that property slopes are there any changes that we need to discuss. Mr. Burton replied no they are still in compliance and we have on record USI's approval if anything were to come up.

Councilwoman Harrison moved to approve the final plat for Highclere subdivision with the conditions from the staff report of August 10, 2015 (**COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD**)

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

E. Review and Consideration Roadway Performance Bond Reduction for Atherton Estates Map 1A

Planner Burton advised Atherton Estates have had two final plats approved and they were bonded for the infrastructure when they had those plats approved as map 1A and 1B. The first item on the agenda is for map 1A; USI has deemed it appropriate to request to reduce the bond amount to \$28,134.00 as shown on the attached estimate. This road has been inspected by NCDOT and USI and meets NCDOT standards.

Mayor Pro Tem Titherington moved to approve Roadway Performance Bond Reduction Map 1A based on the recommendation of USI to \$28,134.00. (**COPY OF APPROVAL LETTERS ATTACHED HEREWITH AND MADE A PART OF THE RECORD**)

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

F. Review and Consideration Roadway Performance Bond Reduction for Atherton Estates Map 1B

Planner Burton advised this is the same procedure but also deals with the waterway performance as well as the roadway performance. The waterway performance was inspected and approved by Union County. The final amount after the reduction will be \$37,300.00.

Mayor Pro Tem Titherington moved to approve Roadway Performance Bond Reduction for Atherton Estates Map 1B in the amount of \$37,300.00. (**COPY OF APPROVAL LETTERS ATTACHED HEREWITH AND MADE A PART OF THE RECORD**)

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

G. Review and Consideration Water Performance

Planner Burton advised that this is for a complete release of the Water Performance Bond for Map 1A in the amount of \$82,163.00.

Councilman Smith moved to approve releasing \$82,163.00 from the Atherton Estates Phase I Water Performance Bond. **(COPY OF APPROVAL LETTERS ATTACHED HEREWITH AND MADE A PART OF THE RECORD)**

All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Item No. 12 Update from Town Planner

Town Planner Julian Burton advised on August 24, 2015 the Planning Board will review another Final Plat from Atherton Estates, Phase 2, Map 1. He will also present a couple of ordinances to the Planning Board, one of them is the Addressing Ordinance that he mentioned earlier. The other one he calls the Enforcement Items Ordinance for now, but essentially we have a lot of items that require annual updates or inspections and he would like to streamline everything to where we send out letters for certain things at one point every year and then give the subdivisions 30-60 days to respond. We will probably group some things together like subdivision sales signs, construction trailers and maybe a separate time period for entrance gates, just to help us as a town keep up with everything regarding those issues.

Staff received a sketch plan application for a major subdivision located at the intersection of Weddington-Matthews Road and Antioch Church Road, named Graham Allen. Public Involvement Meetings are scheduled for August 18th and 19th.

Mayor Pro Tem Titherington asked if they have provided you any indication on entry ways and what they are thinking process-wise. Mr. Burton replied "No, he has strongly recommended that they need to have either both entrances private or both public because he thinks they currently have an access easement that would be gated. He is uncertain if that would be allowed with our ordinances."

Generally they are looking at two entrances, one on Antioch Church Road and one on Weddington-Matthews Road. There will be 24 homes on approximately 40 acres, as it's shown currently on the first submittal there is a gate at only one end.

Item No. 13 Public Safety Report

None

Item No. 14 Update from Finance Officer and Tax Collector

Finance Officer Leslie Gaylord advised Council they have two months' worth of financials because it didn't make it into the packet last month. June is still a preliminary number - we have 60 days from year end for accruals to come through - and you have the first month of this fiscal year, July in your packets.

Councilwoman Hadley asked what portion of the fixed assets is Town Hall. Ms. Gaylord replied she is unsure because it's a cost basis from 1983 and has depreciated. At one point before the GASB changed the rules we didn't have to show all the pieces but she will pull it and get it for her.

Item No. 15 Transportation Report

Councilwoman Harrison advised that Union County towns are meeting as a group to discuss roadways and how, collectively, we can go into the Charlotte Regional Transportation and Planning Organization and get some of our needs addressed. There has been a lot of discussion about managed lanes and the report she has submitted reflects what will be managed lanes at some point. The first meeting she went to four years ago was about managed lanes and private entrepreneurship with that and I77 North has private money to the tune of \$273,000,000.00 and could build that road right now. If you look at it 26 miles for 3 years is not bad when others took 30 years. You can see where there are a couple of items further out on the TIP and it will be questionable what happens with all of this. This is a little synopsis of how they are going to pay, persons driving along will pay, carpools of two will pay, single axel trucks will pay, but CAT Bus or carpools of 3 or more won't pay. They just showed us a map around the country with managed lanes and they showed the peak times of what happens. They still haven't said but it will be between 14 – 40 cents per mile, there are 26 miles, but they don't anticipate anyone staying on it for 26 miles. It will be a variable depending on the day and time. When she drives to Atlanta if she gets there early its 3 cents but if she gets there during rush hour it's sometimes \$1. By law they have to maintain 45 mph on that road. In order to do that, they can only have about 1600 cars at any point. They have not discussed how the ingress and egress will be accomplished in a safe manner.

She asked Mr. Burton if the TCC approved the TIP at the last meeting, he replied yes. If you look what happened, now we all voted on I77 over a year ago, we have all these people coming in. If CRTO decides to vote no for this, we will lose funding from the Federal Government by December and it will affect Union County with no funding for Providence Road, Rea Road, Highway 74 or I77. Our understanding is Charlotte and part of Mecklenburg is really still involved in this, stay tuned on how this is going to play out.

The County is going to do an assessment of all our intersections over the next year, we have discussed with the school reassignment we now have Twelve Mile Creek and Antioch Church Road with more traffic on it than ever before. It has affected intersections throughout the County that need to be addressed. They will come into MUMPO with a big plan on our intersections that need to be fixed. She is working on getting a left hand turn lane onto Ennis, she has spoken to four different NCDOT staff and Julian has spoken to different people on TCC, she gets a different story on whether it'll get done and what paperwork needs to be submitted and if we are to contribute to the cost.

As of 2010 we had the same population as Waxhaw just under 10,000 in 2013 they were at 14,000 and expected to be 17,000 at the end of 2015. By 2024 people will be able to walk faster up to New Town Road than they will be able to get out of any driveway on Providence Road. We are continuing to meet as a group and NCDOT knows that we're meeting and they want to meet with us. They figured out we have 15 votes; we're going in there as a voting block.

Mayor Deter advised if you give me talking points, he will be meeting with the Western Union County Mayors and we can get them involved as well.

Councilwoman Harrison stated we have gone back and forth about the roundabout on Beulah Church Road and Indian Trail Road and we decided we would like to save that because it has become a cut through and you see more and more traffic. We discussed the Church fence on Waxhaw Indian Trail Road and the number of times it has been taken out. All of Union County will only receive five new projects. She will continue to keep them informed. **(A COPY OF THE AFORE MENTIONED REPORTS CAN BE FOUND IN THE CLERK'S OFFICE IN THE OFFICIAL PACKET)**

Item No. 16 Council Comments

Councilwoman Hadley thanked everyone for coming out tonight and said to have a nice evening.

Councilmembers Harrison, Smith, Mayor Pro Tem Titherington and Mayor Deter had no comments.

Item No. 17 Adjournment

Mayor Pro Tem Titherington made a motion to adjourn. All were in favor, with votes recorded as follows:

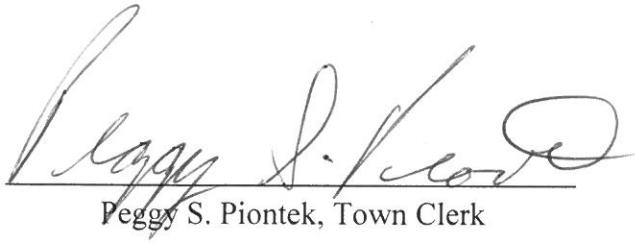
AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

The meeting adjourned at 8:24 p.m.

A handwritten signature in black ink, appearing to read 'Bill Deter', written over a horizontal line.

Bill Deter, Mayor

A handwritten signature in black ink, appearing to read 'Peggy S. Piontek', written over a horizontal line.

Peggy S. Piontek, Town Clerk

TOWN OF WEDDINGTON PROCLAMATION

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

WHEREAS: September 17, 2015, marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

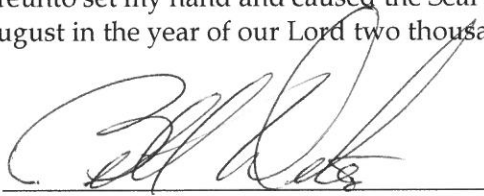
NOW, THEREFORE I, Bill Deter by virtue of the authority vested in me as Mayor of the Town of Weddington, in the State of North Carolina do hereby proclaim the week of September 17 through 23, 2015 as

CONSTITUTION WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this 10th day of August in the year of our Lord two thousand fifteen.


Signed



Mayor Bill Deter

SEAL

Attest


Town Clerk Peggy S. Piontek

Union County Fire Marshal's Office
500 N. Main Street, Suite 809, Monroe NC 28112
Phone 704.296.4296 or 704.283.3515 Fax 704.283.3716

Business Name: Wesley Chapel VFD Phone: _____
Physical Address: 5025 Hemby Rd City: Matthews State: NC Zip: 28104
Mailing Address if different from above: PO Box 963 City: Waxhaw State: NC Zip: 28173
Contact Person: Stephen McClendon Phone: 704-320-8962

All violations are referenced to the North Carolina State Fire Prevention Code, unless otherwise noted.

- | | |
|---|---|
| <input type="checkbox"/> 1. 105- Failure to obtain proper Fire Prevention Permit | <input type="checkbox"/> 15. 906- Installation/maintenance of portable fire extinguishers, NFPA 10 |
| <input type="checkbox"/> 2. 110.1.1- Unsafe condition | <input checked="" type="checkbox"/> 16. 907- Installation/maintenance of fire alarm systems/smoke detectors |
| <input type="checkbox"/> 3. 304- Excessive accumulation of waste material | <input type="checkbox"/> 17. 912.3- Fire department connection access |
| <input type="checkbox"/> 4. 308.3.1- Open flame cooking device within 10 feet of combustible construction | <input type="checkbox"/> 18. 1004.3 - Posting of occupant load |
| <input type="checkbox"/> 5. 315- Improper storage of combustible materials | <input type="checkbox"/> 19. 1006.1- Inadequate emergency lighting |
| <input type="checkbox"/> 6. 505.1- Street address plainly visible | <input type="checkbox"/> 20. 1008- Inadequate/defective exit doors |
| <input type="checkbox"/> 7. 603.4- Improper use of portable heaters | <input type="checkbox"/> 21. 1008.1.8.3- Locked exits |
| <input checked="" type="checkbox"/> 8. 605- Defective electrical wiring | <input type="checkbox"/> 22. 1008.7.1- Inadequate/obstructed aisles |
| <input type="checkbox"/> 9. 605.3- Electrical panel clearances, 30"W x 36"D x 78"H | <input type="checkbox"/> 23. 1011.2- Exit sign illumination |
| <input type="checkbox"/> 10. 605.4- Improper use of multi-plug adapters | <input type="checkbox"/> 24. 1028.5- Obstructed exits |
| <input type="checkbox"/> 11. 605.5- Improper use of extension cords | <input type="checkbox"/> 25. 1504- Spray finishing operations outside of spray booth/room |
| <input checked="" type="checkbox"/> 12. 703.1- Maintenance of firewalls, fire doors, fire shutters | <input type="checkbox"/> 26. 2301- Storage in excess of 12' must comply with table 2306.2 |
| <input type="checkbox"/> 13. 901.6- Testing, maintenance, repair of fire detection/alarm/ext. systems | <input type="checkbox"/> 27. 2703.1- Improper use, storage, handling of hazardous material |
| <input checked="" type="checkbox"/> 14. 904- Testing, maintenance, repair of alternative fire extinguishing systems | <input type="checkbox"/> 28. 3003.5.3- Secure compressed gas cylinders |

Remarks: Item 8 - Terminate exposed structural wiring at gear washer location in a safe manner. Item 12 - Remove all door hold open devices on kitchen, day room and lobby doors to apparatus bay. Item 14 - Provide annual test reports for sprinkler, fire alarm and rolling fire door between kitchen and apparatus bay. Item 17 - repair communications system and ensure offsite monitoring communication for fire alarm system.

Occupancy: ☐ A ☐ B ☐ E ☐ F ☐ H ☐ I ☐ M ☐ R ☒ S1 ☐ U

☐ Certificate of Compliance; ☐ Conditional, see remarks ☐ Fire Protection _____
☒ Occupancy Inspection Frequency: 3 Year Re-inspection Date: _____
Building permit #: ☐ Approved ☒ Not approved

Inspector: Fire Marshal Kevin Rigoli

Inspector's signature:  Date: July 29, 2015

Customer's signature: _____



RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown in the upper right hand corner of the front of this proposal.

DEFINITIONS AND CONDITIONS OF THIS CONTRACT

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT). THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

Date of Transaction _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO

(Name of Seller)

(Address of Seller's Place of Business)

NOT LATER THAN MIDNIGHT OF _____

(Date)

I HEREBY CANCEL THIS TRANSACTION. _____

(Date)

(Buyer's Signature)

LIMITED TWO YEAR WARRANTY

Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, docks, railings, stairs, porches, roofs, and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of this Contract.

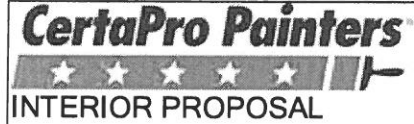
FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters at 800.462.3782.



Independent Franchise Owner:
Integrity Painting Inc
2217 Matthews Township Parkway, Suite D-240
Matthews, NC 28105
Office: (704) 341-4668 / Cell: (704) 778-5674
DMockler@CertaPro.com
800 462-3782
License #: C/M:181740 M:2629

Job #: DM866100294
Date: 08/04/2015

Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance

Town of Weddington
Peggy Pointek
1924 Weddington Road
Weddington*, NC 28104
Phone: 704-846-2709
Office: 704-846-2709
Email:
townclerk@townofweddington.com

Special Notes:

The Town of Weddington requested a proposal for painting to specified interior and exterior surfaces of the Hemby Road Fire Station.

This proposal is based on painting all interior walls with the same current color and sheen with one coat, with the exception of the training room which will be painted with two coats for a change of color.

Trying to "touch up" or fill in the letters on the front exterior stucco will not accomplish the intent of not being able to see what the letters were and to read the words on the stucco. In addition, attempting to do so would be very time consuming. It would be more efficient from a time standpoint and in covering the letters/words on the stucco to paint the entire stucco surface. As such, CertaPro has not provided an option for "filling in the letters".

As always, CertaPro guarantees a highly professional, customer-oriented five out of five experience.

GENERAL DESCRIPTION: Painting to: Duty Office, Training Room, Office, Fire Truck Bay, Men's Restroom (one wall), Women's Restroom (two walls), Dormitory Hall Walls, Men's Locker Room (1 wall), Men's Locker Room Restroom (1 wall) Exterior: Stucco

QUESTIONABLE AREAS

Include

Interior: The interior walls of the duty office, training room, office (off training room) and second floor men's locker room
Two interior walls of the fire truck bay, one wall of the men's restroom, two walls of the women's restroom, two walls of the second floor dormitory hall and one wall of the second floor men's locker room bathroom.

Exclude

All trim, doors, windows, stairs, hand rails, brick, floors, ceilings, closets, pantries, bathroom privacy partitions and any and all surfaces not specified as being painted and stained.

Exterior:
Painting to the front exterior stucco.

SET-UP TO BE DONE

Client to:

Remove small and fragile objects, Remove all paintings and pictures and wall decorations

Certa Pro will cover and protect:

Floors, Furniture, Fixtures, Remove and replace blinds and window coverings, Bathroom fixtures and vanity, Cabinets

Certa Pro will:

Move furniture as required, Remove and replace switchplate and outlet covers

PREPARATION TO BE DONE

Fill minor cracks and holes in walls. Preparation applies to surfaces being painted.

Customize these interior areas of this beautiful home with a high quality, professional paint job from CertaPro Painters.

PAINTING TO BE DONE

Room	Coats	Paint Brand, Color, Finish, Resin
Duty Office	1	Walls: Sherwin Williams, Match Duty Office Walls, EggShell, 100% Acrylic
Training Room	2	Walls: Sherwin Williams, Color TBD, EggShell, 100% Acrylic
Office	1	Walls: Sherwin Williams, Match Office Walls, EggShell, 100% Acrylic
Fire Truck Bay	1	Walls: Sherwin Williams, Match Truck Bay Walls, EggShell, 100% Acrylic
Men's Restroom (one wall) Women's Restroom (two walls)	1	Walls: Sherwin Williams, Match Rest Room Walls, EggShell, 100% Acrylic
Dormitory Hall Walls Men's Locker Room (1 wall) Men's Locker Room Restroom (1 wall)	1	Walls: Sherwin Williams, Match Dormitory Walls, EggShell, 100% Acrylic
Front Stucco	1	Sherwin Williams, Match Existing Color, Luxon XP, Flat,

Clean Up: To be completed daily and upon completion. All ladders down and stacked. Tools and equipment stored properly each evening in acceptable, safe location as determined by your designated representative. We clean up daily to make sure your property is "presentable" and perform a full clean-up when we have completed the project.

Notes/Misc:

DELIVERY, RECEIVING, STORAGE, HANDLING AND PROTECTION OF MATERIALS

- 1) CertaPro is responsible for the receiving, storage and safekeeping of all material to be used in the work.
- 2) CertaPro is responsible for acceptance of all shipped items verifying accuracy, and rejection of all incorrect, substandard or damaged items, including replacement and re-ordering.
- 3) Storage will be in accordance with requirements of local authorities having jurisdiction in that area.
- 4) CertaPro will be responsible for all transportation/handling costs including final delivery to job site and set-up.
- 5) Materials shall be stored in a clean, dry area that is within the acceptable temperature range per the manufacturer's instructions, or at an ambient temperature of 45 degrees and a maximum temp of 90 degrees in a ventilated area. Material shall not be frozen.
- 6) Materials are to be delivered to the site in undamaged condition and stored in an approved storage area.
- 7) Condition in container: The paint shall be free from grit, seeds, skins, lumps and leveraging, and shall show no more pigment settling or caking than can be reincorporated into a smooth homogenous state. In a freshly opened container, there shall be no rusting of the container.
- 8) Paint shall be factory mixed coatings, but when required, mixed coatings shall be in the correct consistency in accordance with manufacturer's instructions.
- 9) CertaPro will not reduce, thin or dilute coatings or add materials to coatings unless such procedure is specifically described in these or manufacturer's instructions.
- 10) CertaPro is responsible to protect all finished coatings from damage until completion of project.

SURFACE PREPARATION

- 1) Coatings are not to be applied under environmental conditions outside of manufacturer's limits.
- 2) Protect finished surfaces in areas where paint is being applied with clean drop cloths and suitable masking.
- 3) Wall surfaces shall be free from defects and imperfections that could show through the finished covered surfaces.
- 4) The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. Rough edges must be feather sanded to produce a smooth, tightly adhering, uniform surface. Remove all dust generated from sanding by conscientiously brushing the surface or using a dry vacuum.
- 5) Existing glossy surfaces must be dulled with sandpaper, steel wool or a commercial de-glosser.
- 6) Coatings containing strong solvents should be tested for coating compatibility on previously coated surfaces.
- 7) Areas showing rust shall be treated by applying a coat of rust pretreatment. Allow to dry overnight then apply paint or primer as needed.
- 8) For new or bare wood: sand surface to remove all pencil marks, dirt, smudges or scratches. Remove any oil spots, sap or pitch by wiping with clean rags dipped in xylol thinner. Fill all cracks, holes or voids using appropriate filling compound and sand smooth. Remove all dust and sanding residue by wiping with a damp cloth. Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand until smooth.
- 9) Where the manufacturer offers various primers for a particular substrate, select the primer noted as the best option by the manufacturer.
- 10) Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10-15 minutes, and scrub with a bristle brush or sponge and rinse with clean water. Do not allow solution to dry on the surface. Allow surface to dry 24 hours prior to painting. Wear protective glasses or goggles, waterproof gloves and protective clothing. Wash off any mixture that comes in contact with your skin.

APPLICATION OF NEW PAINT

- 1) All products must be handled and installed per the manufacturer's instructions, as well as be in compliance with all applicable federal and state and local laws, regulations, ordinances, and standards related to environmental matters.
- 2) Stir coatings before and during application as recommended by manufacturer. Allow each coat to dry thoroughly before applying additional coats.
- 3) Do not apply paint to wet or damp surfaces. Allow previous coating to cure per manufacturer's instructions prior to applying a

- 5) Coatings to be applied at spreading rate required to achieve the manufacturer's recommended specifications.
- 6) Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- 7) Final coats shall not be applied before other trades whose operations would be detrimental to finish painting have finished with their work in the areas to be painted.
- 8) Do not paint over code-required labels, such as Underwriters Laboratories, and over equipment identification, performance rating, name and nomenclature plates.

*** If due to bold color selection, requiring additional coat/coats, customer will be charged for those additional coats. ***

CLARIFICATION OF PRICING BELOW:

1. Price on the top line is for the base proposal and does not include optional line items or optional coats.
2. Prices on individual line items are only included in the total if the box under "Included" says "Yes." Items marked "Yes" and the accompanying costs for each may be removed from the project and the total.

		TOTAL	
		All Labor, Paint, Materials:	\$2,391.50
Included	Optional Items		
Yes	Front stucco (if done with the interior project)	1250.65	1250.65
			\$3,642.15

We warranty all of our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document. Please see the terms of this proposal for specific warranty details. Please note that water damage and structural issues are not painting related warranty issues.

This proposal is good through October 15, 2015 and is based on the execution of the project prior to December 30, 2015.

Signature of Authorized Franchise Representative:

Date:

Payment is due: In Full upon Job Completion

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE

SIGNATURE

Date

SIGNATURE

Date

We warranty all of our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document. Please see the terms of this proposal for specific warranty details. Please note that water damage and structural issues are not painting related warranty issues.

This proposal is good through October 15, 2015 and is based on the execution of the project prior to December 30, 2015.

Signature of Authorized Franchise Representative: _____
Payment is due: In Full upon Job Completion

Date: 08/04/15

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

SIGNATURE

Date

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE.

SIGNATURE

Date

CertaPro Painters

Interior Color Confirmation

Independent Franchise Owner:
 Integrity Painting Inc
 2217 Matthews Township Parkway, Suite D-240
 Matthews, NC 28105
 Office: (704) 341-4668 / Cell: (704) 778-5674
 DMockler@CertaPro.com
 800 462-3782
 License #: C/M:181740 M:2629

Job #: DM866100294

Date: 08/17/2015

Town of Weddington
 Peggy Pointek
 1924 Weddington Road
 Weddington*, NC 28104
 Phone: 704-846-2709
 Office: 704-846-2709
 Email:
 townclerk@townofweddington.com

Please complete color selection five days prior to the start of production so that we may uphold our commitment of scheduling.

As part of our service we are happy to assist you in making color selections by supplying manufacturer's color charts. The samples on the chart are ink representations and only approximate the actual paint color that will be applied.

One way to be certain that the paint color you have chosen will meet your expectations is to apply a Test Patch. A sample purchased from the paint store can be applied to the area that will be painted prior to making the final selection.

	Manufacturer, Finish, Resin	Color
Duty Office Walls	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Training Room Walls	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color of the Duty Office Walls FIRE TRUCK BAY WALLS
Office Walls	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Fire Truck Bay Walls	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Men's Restroom (one wall)	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Women's Restroom (two walls)	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Dormitory Hall Walls	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Men's Locker Room (1 wall)	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Men's Locker Room Restroom (1 wall)	Sherwin Williams, Match Existing Sheen and Color	Sherwin Williams, Match Existing Sheen and Color
Front Stucco	Sherwin Williams, Luxon XP, Flat,	Match Existing Color

SIGNATURE

Date

SIGNATURE

Date



CompuNetWorld

Delivering a Complete Suite of IT Solutions

Proposal

Address:		Bill To:	
CompuNetWorld, Inc. P.O. Box 832 Indian Trail, NC 28079		Town of Weddington 1924 Weddington Rd Weddington, NC 28104 USA	
Proposal Date:		Proposal #:	
8/10/2015		1275	
Item	Description	Qty.	Total
PROJECT	<ul style="list-style-type: none">- 12 Port cat5e patch panel- 40ft trim mold conduit- 10 cat5e Ethernet Data Cables- 10 surface mount housings- 10 cat5e jacks- installation, termination and testing	1	1,065.00
Thank you for your business.		Total \$1,065.00	
SIGNATURE _____			
Phone:	Fax:	E-mail	Web Site
(704)644-5528	(866)335-1002	accounting@compunetworld.net	www.compunetworld.net

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM
TOWN OF WEDDINGTON, NORTH CAROLINA
R-2015-05**

**North Carolina
County of Union**


Road Description: Blossom Hill Drive and Pearlstone Lane

WHEREAS, the attached petition has been filed with the Town Council of the Town of Weddington, Union County, requesting that the above described roads, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and,

WHEREAS, the Town of Weddington is of the opinion that the above described roads should be added to the Secondary Road System, if the roads meet minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.


NOW, THEREFORE, be it resolved by the Town of Weddington of the County of Union that the Division of Highways is hereby requested to review the above-described roads, and to take over the roads for maintenance if it meets established standards and criteria.

Adopted this 10th day of August, 2015.



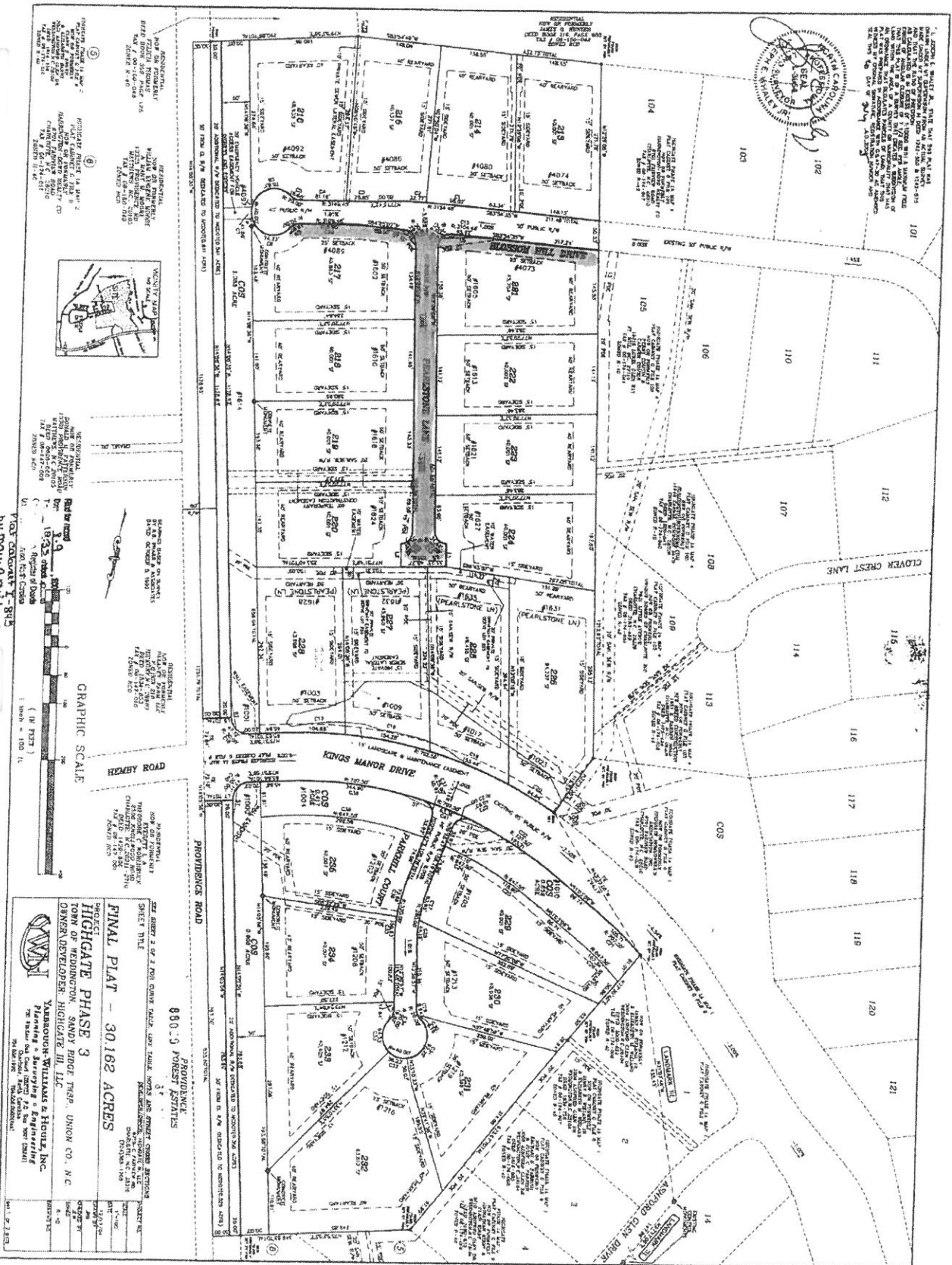
Bill Deter, Mayor

Attest:



Peggy Piontek, Town Administrator

I-845



Recommended Conditions of Approval for Highclere Final Plat Map 1(from Staff and Planning Board):

1. Performance and Maintenance Bonds to be approved by the Town Council.
2. Approval of CCR's by Town Attorney.
3. Each remaining lot to be recorded in the Highclere subdivision shall include on its Deed a statement that all roads are private and not the responsibility of the Town of Weddington and shall be maintained by the Highclere Homeowners Association or its Developer.
4. Vehicle control signs including but not limited to stop signs and speed limit signs shall be installed by the Developer and maintained by the Homeowners Association on any roads not accepted by NCDOT. All speed limits within the subdivision shall be no greater than 25 mph.
5. Coordinate with USPS and DOT to provide cluster mailboxes within subdivisions
6. The maintenance and upkeep of any guardhouses or entry structures, as well as the maintenance and upkeep of any private streets in the PRD, shall be the sole responsibility of the developer, and/or any duly incorporated and active homeowners' association
7. Construction documents for the gatehouses, subdivision walls, or entry structures must be approved by the Town Council.
8. Individual home addresses must be clearly visible from the roadway.



US INFRASTRUCTURE OF CAROLINA, INC.

CONSULTING ENGINEERS

July 23, 2015

Mr. Julian Burton, Zoning Administrator/Town Planner
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Atherton Phase 1A
Roadway Performance Bond Reduction
USI Project No. 140209- 10

Dear Julian:

USI conducted a field inspection to verify the satisfactory completion of construction activities as shown in the performance bond estimate dated July 20, 2015 (see attached). Our inspection confirmed installation of roadway base, storm drainage, and initial layer of asphalt. An as-built survey drawing of the storm drainage system has been submitted to the Town. NCDOT has inspected these streets and approved of the construction to date as described in the attached letter.

Items that remain to be completed are final course of asphalt paving. The quantities shown on the Engineer's estimate for these items are satisfactory to complete the remaining work. Therefore, the current performance bond may be reduced to the amount of \$28,134.00 as shown on the estimate.

If you have any questions, please contact us at 704-342-3007.

Sincerely,

US Infrastructure of Carolina, Inc.

Bonnie A. Fisher, P.E.
Senior Engineer

cc: Hy Nguyen, PE

Attachment

ITEMIZED DEVELOPER BOND

Atherton Estates Phase 1 (Lots 21-31)

Prepared By: DPR Associates, Inc (CJ for HN)

DPR Project: 13031

Date: 7-20-15 : Bond Reduction

704-332-1204

UNIT	UNIT COST	QUANTITY	AMOUNT
ROCK EXCAVATION	\$75 per yd ³	0	\$0
EARTH BORROW	\$8 per yd ³	0	\$0
STORM DRAINAGE:			
15" RCP	\$25 per lf	0	\$0
18" RCP	\$30 per lf	0	\$0
24" RCP	\$40 per lf	0	\$0
30" RCP	\$50 per lf	0	\$0
36" RCP	\$65 per lf	0	\$0
42" RCP	\$80 per lf	0	\$0
48" RCP	\$95 per lf	0	\$0
54" RCP	\$155 per lf	0	\$0
60" RCP	\$215 per lf	0	\$0
66" RCP	\$216 per lf	0	\$0
72" RCP	\$300 per lf	0	\$0
MISC ____" RCP	per lf	0	\$0
15" FES	\$450 each	0	\$0
18" FES	\$520 each	0	\$0
24" FES	\$580 each	0	\$0
30" FES	\$680 each	0	\$0
36" FES	\$900 each	0	\$0
MISC ____" FES	each	0	\$0
RIPRAP	\$40 per yd ²	0	\$0
DRAINAGE DITCH (1.5 ft deep)	\$14 per lf	0	\$0
DRAINAGE DITCH (2ft deep)	\$20 per lf	0	\$0
DRAINAGE DITCH (3ft deep)	\$35 per lf	0	\$0
DRAINAGE DITCH (4ft deep)	\$53 per lf	0	\$0
BOX CULVERT (precast/cast in place)	\$500 per yd ³	0	\$0
ALUMINIZED STEEL CULVERT	\$0 each	0	\$0
CATCH BASIN	\$1,500 each	0	\$0
DOUBLE CATCH BASIN	\$2,200 each	0	\$0
MANHOLE	\$1,750 each	0	\$0
MASONRY HEADWALL	\$800 each	0	\$0
DROP INLET	\$1,500 each	0	\$0
CURB AND GUTTER:			
2'-6" STANDARD	\$15 per lf	0	\$0
2'-0" VALLEY	\$12 per lf	0	\$0
18" MOUNTABLE MEDIAN CURB	\$10 per lf	0	\$0
CONCRETE SIDEWALK	\$30 per yd ²	0	\$0
OTHER ITEMS:			
END OF STREET BARRICADE	\$500 each	0	\$0
CONCRETE WHEELCHAIR RAMPS	\$600 each	0	\$0
HANDRAIL	\$65 per lf	0	\$0
GUARDRAIL	\$65 per lf	0	\$0
RETAINING WALL:			
MODIFIED / MODULAR BLOCK	\$25 per ft ²	0	\$0
MASONRY	\$550 per yd ³	0	\$0
PAVING: \$80/tn	Depth (in) Area (ft ²) Quantity (tons)		
LOCAL/LOCAL LIMITED/COLLECTOR	1.5 25,120 234		\$18,756
COMMERCIAL/ARTERIAL	4.75 0 0		\$0
STONE: \$25/tn	Depth (in) Area (ft ²) Quantity (tons)		
LOCAL/LOCAL LIMITED/COLLECTOR	8.0 25,120 0		\$0
COMMERCIAL/ARTERIAL	10.0 0 0		\$0
CUSTOM SECTION	0.0 0 0		\$0

SUBTOTAL: \$18,756

SUBTOTAL: \$18,756

Contingency: 50% \$9,378

TOTAL BOND REQUIRED: \$28,134



7-20-2015



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

January 14, 2015

Town of Weddington
Attn: Julian Burton
Town Hall
1924 Weddington Road
Weddington, NC 28105

SUBJECT: Inspection of Subdivision Roads- Atherton Estates Map 1 & 1B

This letter is to advise you that this office has made a recent inspection of the road(s) under construction in the subject subdivision. These roads appear to be constructed in accordance with NCDOT standards with regards to subgrade, stone base and the 1st lift of asphalt pavement. At this time the final lift of asphalt, seeding and mulching and drainage (in regards to ditching) is not complete.

If you have any questions, please contact me at the number below.

Sincerely yours,

A handwritten signature in black ink that reads "Mac Outen".

Mac Outen
Engineering Technician
704-289-1397



US INFRASTRUCTURE OF CAROLINA, INC.

CONSULTING ENGINEERS

July 23, 2015

Mr. Julian Burton, Zoning Administrator/Town Planner
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Atherton Phase 1B
Roadway and Water Main Performance Bond Reduction
USI Project No. 140209- 10

Dear Julian:

USI conducted a field inspection to verify the satisfactory completion of construction activities as shown in the performance bond estimate dated July 20, 2015 (see Attachment 1). Our inspection confirmed installation of roadway base, storm drainage, and initial layer of asphalt. An as-built survey drawing of the storm drainage system has been submitted to the Town. NCDOT has inspected these streets and approved of the construction to date (Attachment 2). The water main for Atherton Estates Phase 1B has been accepted by Union County Public Works (Attachment 3).

Items that remain to be completed are final course of asphalt paving and removal of sediment control measures. The quantities shown on the Engineer's estimate for these items are satisfactory to complete the remaining work. Therefore, the current performance bond may be reduced to the amount of \$37,300.00 as shown on the estimate.

If you have any questions, please contact us at 704-342-3007.

Sincerely,

US Infrastructure of Carolina, Inc.

Bonnie A. Fisher, P.E.
Senior Engineer

cc: Hy Nguyen, PE

Attachments

ITEMIZED DEVELOPER BOND

Atherton Estates Phase 1B (Lots 14-19, 32-38)

Prepared By: DPR Associates, Inc (CJ for HN), Bond Reduction
Date: 7-20-15

DPR Project: 13031
Phone No.: 704-332-1204

UNIT	UNIT COST	QUANTITY	% Complete	AMOUNT
ROCK EXCAVATION	\$75 per yd ³	0	0%	\$0
EARTH BORROW	\$8 per yd ³	0	0%	\$0
STORM DRAINAGE:				
15" RCP	\$25 per lf	0	0%	\$0
18" RCP	\$30 per lf	0	0%	\$0
24" RCP	\$40 per lf	0	0%	\$0
30" RCP	\$50 per lf	0	0%	\$0
36" RCP	\$65 per lf	0	0%	\$0
42" RCP	\$80 per lf	0	0%	\$0
48" RCP	\$95 per lf	0	0%	\$0
54" RCP	\$155 per lf	0	0%	\$0
60" RCP	\$215 per lf	0	0%	\$0
66" RCP	\$218 per lf	0	0%	\$0
72" RCP	\$300 per lf	0	0%	\$0
MISC ____" RCP	per lf	0	0%	\$0
15" FES	\$450 each	0	0%	\$0
18" FES	\$520 each	0	0%	\$0
24" FES	\$580 each	0	0%	\$0
30" FES	\$680 each	0	0%	\$0
36" FES	\$900 each	1	0%	\$900
REMOVAL OF SEDIMENT BASIN	\$3.75 per yd ³	850	0%	\$3,188
RIPRAP	\$40 per yd ²	39	0%	\$1,560
DRAINAGE DITCH (1.5 ft deep)	\$14 per lf	0	0%	\$0
DRAINAGE DITCH (2 ft deep)	\$20 per lf	0	0%	\$0
DRAINAGE DITCH (3 ft deep)	\$35 per lf	0	0%	\$0
DRAINAGE DITCH (4 ft deep)	\$53 per lf	0	0%	\$0
BOX CULVERT (precast/cast in place)	\$500 per yd ³	0	0%	\$0
ALUMINIZED STEEL CULVERT	\$0 each	0	0%	\$0
CATCH BASIN	\$1,500 each	0	0%	\$0
DOUBLE CATCH BASIN	\$2,200 each	0	0%	\$0
MANHOLE	\$1,750 each	0	0%	\$0
MASONRY HEADWALL	\$800 each	0	0%	\$0
DROP INLET	\$1,500 each	0	0%	\$0
CURB AND GUTTER:				
2'-6" STANDARD	\$15 per lf	0	0%	\$0
2'-0" VALLEY	\$12 per lf	0	0%	\$0
18" MOUNTABLE MEDIAN CURB	\$10 per lf	0	0%	\$0
CONCRETE SIDEWALK	\$30 per yd ²	0	0%	\$0
OTHER ITEMS:				
END OF STREET BARRICADE	\$500 each	1	0%	\$500
CONCRETE WHEELCHAIR RAMPS	\$600 each	0	0%	\$0
HANDRAIL	\$65 per lf	0	0%	\$0
GUARDRAIL	\$65 per lf	0	0%	\$0
RETAINING WALL:				
MODIFIED / MODULAR BLOCK	\$25 per ft ²	0	0%	\$0
MASONRY	\$550 per yd ³	0	0%	\$0
PAVING: \$80/ft ²				
LOCAL/LOCAL LIMITED/COLLECTOR	Depth (in) Area (ft ²)	Quantity (tons)		
	1.5 18,106	169	0%	\$13,519
COMMERCIAL/ARTERIAL	4.75	0	100%	\$0
WATER: Phase 1B at 0% Completed				
8" C-900 PVC WATER MAIN	\$26.40 per lf	0	0%	\$0
8" DIP WATER MAIN	\$40.15 per lf	0	0%	\$0
2" 13.5 PVC WATER MAIN	\$7.70 per lf	0	0%	\$0
25 - 3/4" WATER SERVICES	\$742.50 each	0	0%	\$0
24"x8" TAPPING SLEEVE, VALVE & TAP	\$3,300.00 each	0	0%	\$0
FIRE HYDRANT ASSEMBLIES	\$5,280.00 each	0	0%	\$0
8" GATE VALVE	\$2,420.00 each	0	0%	\$0
8" FIELD LOCK GASKETS	\$148.50 each	0	0%	\$0
3/4" IRRIGATION SERVICE	\$742.50 each	0	0%	\$0
3/4" REDUCED PRESSURE BACKFLOW PREVENTOR	\$1,875.00 each	0	0%	\$0
METERS	\$247.50 each	0	0%	\$0
2" BLOW-OFF ASSEMBLY	\$1,540.00 each	0	0%	\$0
4" DIP SLEEVE	\$30.80 per lf	0	0%	\$0
2" TEMPORARY JUMPER	\$550.00 each	0	0%	\$0
MISCELLANEOUS FITTINGS	\$3,080.00 lump sum	0	0%	\$0
16" STEEL ENCASMENT PIPE & BORE	\$192.50 per lf	0	0%	\$0
INSTALL CARRIER PIPE & CONNECT TO TAP	\$1,650.00 lump sum	0	0%	\$0
BACKFILL AND DEMO	\$1,500.00 lump sum	0	0%	\$0
LOCATE EXISTING UTILITIES	\$2,750.00 lump sum	0	0%	\$0
EXCAVATE & SHORE BORE PIT	\$1,650.00 each	0	0%	\$0
MOBILIZATION	\$1,325.00 lump sum	0	0%	\$0



SUBTOTAL:			\$24,867
Grading: 30%			\$0
SUBTOTAL:			\$24,867
Contingency: 50%			\$12,433
TOTAL BOND REQUIRED:			\$37,300

7-20-15

Attachment 1



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

January 14, 2015

Town of Weddington
Attn: Julian Burton
Town Hall
1924 Weddington Road
Weddington, NC 28105

SUBJECT: Inspection of Subdivision Roads- Atherton Estates Map 1 & 1B

This letter is to advise you that this office has made a recent inspection of the road(s) under construction in the subject subdivision. These roads appear to be constructed in accordance with NCDOT standards with regards to subgrade, stone base and the 1st lift of asphalt pavement. At this time the final lift of asphalt, seeding and mulching and drainage (in regards to ditching) is not complete.

If you have any questions, please contact me at the number below.

Sincerely yours,

A handwritten signature in cursive script that reads "Mac Outen".

Mac Outen
Engineering Technician
704-289-1397

Attachment 2



UNION COUNTY PUBLIC WORKS

June 10, 2015

Shea Atherton, LLC
8008 Corporate Center Drive, Suite 300
Charlotte, NC 28226

RE: Letter of Final Acceptance for the Development: Atherton Estates Phase 1

Mr. Kerley:

This Letter of Final Acceptance pertains to the Development Phase referenced above. If you have requested that UCPW accept less than the entire Development Phase Project, such reduced portion of the Development Phase Project for which acceptance is given is identified on Exhibit A, attached and incorporated herein by reference. That part of the Development Phase Project for which acceptance is given, whether the entire Development Phase Project or only such portion as identified on Exhibit A, shall be referred to in this letter as the "Accepted Portion of the Development Phase Project." Article 5 of the Union County Water and Sewer Extension Ordinance (the "Ordinance") is enclosed for your convenience. Capitalized terms in this letter shall have the meanings set forth in the Ordinance, unless otherwise clearly required by the context.

UCPW has determined that all conditions imposed pursuant to Section 5.1 of the Ordinance for the Accepted Portion of the Development Phase Project have been satisfied. As to the Accepted Portion of the Development Phase Project, UCPW will release authorization to set water meters in accordance with the provisions in Section 5.2 of the Ordinance. The date of this letter will begin the warranty required pursuant to Section 5.5 of the Ordinance. You are requested to contact UCPW three months prior to expiration of the applicable warranty in order that a warranty inspection may be conducted in accordance with Section 5.6 of the Ordinance.

UNION COUNTY PUBLIC WORKS

Please contact UCPW should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Charles O'Cain".

Charles O'Cain, PE, PLS
Development Program Manager

Cc: Hy Nguyen – DPR Associates
Len Jenson – UC Planning Department
Jim King- UC Planning Department
Kelley Morton- UC Billing
Robert Friend- UC Customer Service

CPO/lkm



US INFRASTRUCTURE OF CAROLINA, INC.
CONSULTING ENGINEERS

July 20, 2015

Mr. Julian Burton, Zoning Administrator/Town Planner
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Atherton Estates Phase IA
Water Performance Bond
USI Project No. 140209-10

Dear Julian:

The water main for Atherton Estates Phase 1A has been completed and accepted by Union County Public Works as described in the attached letter. Therefore we recommend release of the performance bond in the amount of \$82,163.00 for this phase of the subdivision.

If you have any questions, please contact us at 704-342-3007.

Sincerely,

US Infrastructure of Carolina, Inc.

Bonnie A. Fisher, P.E.
Senior Engineer

cc: Hy Nguyen, DPR Associates

Attachment

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2014-2015

PERIOD ENDING: 06/30/2015

10

ASSETS

ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	698,431.84
10-1120-001 TRINITY MONEY MARKET	1,105,847.90
10-1170-000 NC CASH MGMT TRUST	530,182.50
10-1211-001 A/R PROPERTY TAX	6,590.92
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	5,624.80
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	10,990.32
10-1214-000 PREPAID ASSETS	17,295.50
10-1215-000 A/R INTERGOVT-LOCAL OPTION SALES TX	25,564.49
10-1216-000 A/R INTERGOVT - MOTOR VEHICLE TAXES	6,101.27
10-1232-000 SALES TAX RECEIVABLE	1,008.98
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	1,753,018.11
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	23,513.12
10-1610-003 FIXED ASSETS - EQUIPMENT	125,355.42
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01
TOTAL ASSETS	4,336,376.18

LIABILITIES & EQUITY

LIABILITIES

10-2115-000 ACCOUNTS PAYABLE ACCRUAL	58,039.68
10-2120-000 BOND DEPOSIT PAYABLE	44,791.25
10-2155-000 HEALTH INSURANCE PAYABLE	1,041.87
10-2620-000 DEFERRED REVENUE - DELQ TAXES	5,624.80
10-2625-000 DEFERRED REVENUE - CURR YR TAX	6,590.92
10-2630-000 DEFERRED REVENUE-NEXT 8	10,990.32
TOTAL LIABILITIES	127,078.84

EQUITY

10-2620-001 FUND BALANCE - UNASSIGNED	2,416,690.89
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TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2014-2015

06/01/2015 TO 06/30/2015

CURRENT PERIOD YEAR-TO-DATE BUDGETED % BUDGET REM

REVENUE:

10-3101-110 AD VALOREM TAX - CURRENT	22,716.91	1,064,358.86	1,035,000.00	-3
10-3102-110 AD VALOREM TAX - 1ST PRIOR Y	714.22	3,743.38	7,000.00	47
10-3103-110 AD VALOREM TAX - NEXT 8 YRS	0.00	4,335.72	2,000.00	-117
10-3110-121 AD VALOREM TAX - MOTOR VEH	12,969.34	75,120.79	54,000.00	-39
10-3115-180 TAX INTEREST	939.13	3,286.85	2,250.00	-46
10-3231-220 LOCAL OPTION SALES TAX REV -	47,876.46	276,844.14	275,000.00	-1
10-3322-220 BEER & WINE TAX	0.00	47,364.63	38,750.00	-22
10-3324-220 UTILITY FRANCHISE TAX	124,690.75	441,388.97	400,000.00	-10
10-3340-400 ZONING & PERMIT FEES	3,572.50	45,270.00	29,000.00	-56
10-3350-400 SUBDIVISION FEES	2,200.00	114,785.00	77,500.00	-48
10-3830-891 MISCELLANEOUS REVENUES	51.00	1,231.00	1,500.00	18
10-3831-491 INVESTMENT INCOME	413.22	4,388.94	3,500.00	-25
TOTAL REVENUE	216,143.53	2,082,118.28	1,925,500.00	-8

AFTER TRANSFERS

216,143.53 2,082,118.28 1,925,500.00

4110 GENERAL GOVERNMENT

EXPENDITURE:

10-4110-126 FIRE DEPT SUBSIDIES	14,400.00	752,625.00	752,625.00	0
10-4110-127 FIRE DEPARTMENT GRANT	0.00	717,795.28	712,975.00	-1
10-4110-128 POLICE PROTECTION	39.80	242,849.72	243,850.00	0
10-4110-192 ATTORNEY FEES - GENERAL	38,183.34	116,038.61	125,000.00	7
10-4110-193 ATTORNEY FEES - LITIGATION	16,574.65	16,574.65	45,000.00	63
10-4110-195 ELECTION EXPENSE	0.00	0.00	5,000.00	100
10-4110-340 EVENTS & PUBLICATIONS	3,155.44	5,834.55	9,000.00	35
10-4110-341 WEDDINGTON FESTIVAL	1,054.54	-34.05	5,000.00	101
10-4110-342 HOLIDAY/TREE LIGHTING	0.00	5,529.01	6,500.00	15
10-4110-343 EASTER EGG HUNT	0.00	-138.64	500.00	128
10-4110-344 OTHER COMMUNITY EVENTS	0.00	373.51	750.00	50
10-4110-495 OUTSIDE AGENCY FUNDING	0.00	3,799.09	3,800.00	0
TOTAL EXPENDITURE	73,407.77	1,861,246.73	1,910,000.00	3

BEFORE TRANSFERS

-73,407.77 -1,861,246.73 -1,910,000.00

AFTER TRANSFERS

-73,407.77 -1,861,246.73 -1,910,000.00

4120 ADMINISTRATIVE

EXPENDITURE:

10-4120-121 SALARIES - CLERK	5,812.00	64,824.65	72,500.00	11
10-4120-123 SALARIES - TAX COLLECTOR	3,226.35	41,427.26	43,500.00	5
10-4120-124 SALARIES - FINANCE OFFICER	1,324.44	13,437.66	11,525.00	-17
10-4120-125 SALARIES - MAYOR & TOWN COU	2,100.00	25,200.00	25,200.00	0
10-4120-181 FICA EXPENSE	952.45	11,050.12	12,250.00	10
10-4120-182 EMPLOYEE RETIREMENT	1,369.30	15,915.88	18,150.00	12
10-4120-183 EMPLOYEE INSURANCE	1,985.50	21,766.56	23,275.00	6
10-4120-184 EMPLOYEE LIFE INSURANCE	10.92	281.12	375.00	25
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	264.00	300.00	12
10-4120-191 AUDIT FEES	0.00	8,000.00	8,500.00	6
10-4120-193 CONTRACT LABOR	0.00	16,458.50	23,000.00	28
10-4120-200 OFFICE SUPPLIES - ADMIN	991.21	8,872.52	25,500.00	65
10-4120-210 PLANNING CONFERENCE	0.00	2,762.48	2,500.00	-10
10-4120-321 TELEPHONE - ADMIN	698.06	2,863.93	4,000.00	28
10-4120-325 POSTAGE - ADMIN	150.00	1,398.94	4,200.00	67

TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2014-2015

06/01/2015 TO 06/30/2015

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-331 UTILITIES - ADMIN	583.31	3,550.26	4,725.00	25
10-4120-351 REPAIRS & MAINTENANCE - BUIL	13,574.35	19,753.35	20,000.00	1
10-4120-352 REPAIRS & MAINTENANCE - EQU	4,808.90	67,050.58	58,000.00	-16
10-4120-354 REPAIRS & MAINTENANCE - GRO	8,930.00	52,862.00	52,950.00	0
10-4120-355 REPAIRS & MAINTENANCE - PES	462.00	792.00	1,000.00	21
10-4120-356 REPAIRS & MAINTENANCE - CUS	800.00	5,100.00	6,250.00	18
10-4120-370 ADVERTISING - ADMIN	489.05	1,261.20	1,000.00	-26
10-4120-397 TAX LISTING & TAX COLLECTION	87.50	111.10	1,000.00	89
10-4120-400 ADMINISTRATIVE:TRAINING	315.00	2,433.00	4,100.00	41
10-4120-410 ADMINISTRATIVE:TRAVEL	1,151.27	3,832.14	6,500.00	41
10-4120-450 INSURANCE	0.00	14,909.94	12,000.00	-24
10-4120-491 DUES & SUBSCRIPTIONS	1,687.46	18,787.76	18,000.00	-4
10-4120-498 GIFTS & AWARDS	46.56	1,009.46	1,500.00	33
10-4120-499 MISCELLANEOUS	212.53	5,800.51	5,000.00	-16
TOTAL EXPENDITURE	51,792.16	431,776.92	466,800.00	8
BEFORE TRANSFERS	-51,792.16	-431,776.92	-466,800.00	
AFTER TRANSFERS	-51,792.16	-431,776.92	-466,800.00	
4130 PLANNING & ZONING				
EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTR	4,502.56	54,302.72	55,350.00	2
10-4130-122 SALARIES - ASST ZONING ADMIN	232.05	2,161.74	2,250.00	4
10-4130-123 SALARIES - RECEPTIONIST	1,663.62	20,837.36	24,150.00	14
10-4130-124 SALARIES - PLANNING BOARD	375.00	4,500.00	5,200.00	13
10-4130-125 SALARIES - SIGN REMOVAL	238.65	3,007.01	5,000.00	40
10-4130-181 FICA EXPENSE - P&Z	536.42	6,488.05	9,100.00	29
10-4130-182 EMPLOYEE RETIREMENT - P&Z	934.18	11,310.48	12,000.00	6
10-4130-183 EMPLOYEE INSURANCE	1,985.50	23,826.00	25,000.00	5
10-4130-184 EMPLOYEE LIFE INSURANCE	20.44	245.28	300.00	18
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	144.00	150.00	4
10-4130-193 CONSULTING	8,493.50	9,614.63	10,000.00	4
10-4130-194 CONSULTING - COG	2,810.00	7,854.81	14,250.00	45
10-4130-200 OFFICE SUPPLIES - PLANNING &	991.22	8,634.30	5,000.00	-73
10-4130-201 ZONING SPECIFIC OFFICE SUPPLI	0.00	0.00	2,500.00	100
10-4130-215 HISTORIC PRESERVATION	0.00	922.46	3,000.00	69
10-4130-321 TELEPHONE - PLANNING & ZONI	698.07	2,863.94	4,000.00	28
10-4130-325 POSTAGE - PLANNING & ZONING	150.00	-79.86	4,200.00	102
10-4130-331 UTILITIES - PLANNING & ZONING	583.33	3,550.42	4,725.00	25
10-4130-370 ADVERTISING - PLANNING & ZON	489.15	1,042.50	1,000.00	-4
TOTAL EXPENDITURE	24,715.69	161,225.84	187,175.00	14
BEFORE TRANSFERS	-24,715.69	-161,225.84	-187,175.00	
AFTER TRANSFERS	-24,715.69	-161,225.84	-187,175.00	
GRAND TOTAL	66,227.91	-372,131.21	-638,475.00	

TOWN OF WEDDINGTON BALANCE SHEET

FY 2015-2016

PERIOD ENDING: 07/31/2015

ASSETS

ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	571,228.69
10-1120-001 TRINITY MONEY MARKET	1,105,847.90
10-1170-000 NC CASH MGMT TRUST	530,182.50
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	5,736.43
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	13,804.05
10-1232-000 SALES TAX RECEIVABLE	1,011.49
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	1,753,018.11
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	23,513.12
10-1610-003 FIXED ASSETS - EQUIPMENT	125,355.42
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01

TOTAL ASSETS 4,156,548.72

LIABILITIES & EQUITY

LIABILITIES

10-2115-000 ACCOUNTS PAYABLE ACCRUAL	104.65
10-2120-000 BOND DEPOSIT PAYABLE	44,791.25
10-2155-000 HEALTH INSURANCE PAYABLE	1,041.87
10-2156-000 LIFE INSURANCE PAYABLE	19.32
10-2620-000 DEFERRED REVENUE - DELQ TAXES	5,736.43
10-2630-000 DEFERRED REVENUE-NEXT 8	13,804.05

TOTAL LIABILITIES 65,497.57

EQUITY

10-2620-001 FUND BALANCE - UNASSIGNED	2,416,690.89
10-2620-003 FUND BALANCE-ASSIGNED	236,000.00
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	1,928,737.66
10-2620-005 CURRENT YEAR EQUITY YTD	-372,131.21
CURRENT FUND BALANCE - YTD NET REV	-118,246.19

TOTAL EQUITY 4,091,051.15

FUND BALANCE FOR ALL FUNDS 4,156,548.72

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2014-2015

PERIOD ENDING: 06/30/2015

10

10-2620-003 FUND BALANCE-ASSIGNED	236,000.00
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	1,928,737.66
CURRENT FUND BALANCE - YTD NET REV	-372,131.21
TOTAL EQUITY	4,209,297.34
TOTAL LIABILITIES & FUND EQUITY	4,336,376.18

TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2015-2016

07/01/2015 TO 07/31/2015

CURRENT PERIOD YEAR-TO-DATE BUDGETED % BUDGET REM

REVENUE:

10-3101-110 AD VALOREM TAX - CURRENT	299.60	299.60	944,000.00	100
10-3102-110 AD VALOREM TAX - 1ST PRIOR Y	410.40	410.40	4,000.00	90
10-3103-110 AD VALOREM TAX - NEXT 8 YRS	609.62	609.62	1,500.00	59
10-3110-121 AD VALOREM TAX - MOTOR VEH	0.00	0.00	73,075.00	100
10-3115-180 TAX INTEREST	92.98	92.98	2,250.00	96
10-3231-220 LOCAL OPTION SALES TAX REV -	0.00	0.00	285,000.00	100
10-3322-220 BEER & WINE TAX	0.00	0.00	41,000.00	100
10-3324-220 UTILITY FRANCHISE TAX	0.00	0.00	425,000.00	100
10-3340-400 ZONING & PERMIT FEES	1,882.50	1,882.50	25,000.00	92
10-3350-400 SUBDIVISION FEES	9,295.00	9,295.00	55,000.00	83
10-3830-891 MISCELLANEOUS REVENUES	110.00	110.00	1,000.00	89
10-3831-491 INVESTMENT INCOME	29.01	29.01	5,000.00	99
TOTAL REVENUE	12,729.11	12,729.11	1,861,825.00	99

AFTER TRANSFERS

12,729.11 12,729.11 1,861,825.00

4110 GENERAL GOVERNMENT

EXPENDITURE:

10-4110-126 FIRE DEPT SUBSIDIES	61,838.43	61,838.43	709,895.00	91
10-4110-128 POLICE PROTECTION	0.00	0.00	248,677.00	100
10-4110-192 ATTORNEY FEES - GENERAL	0.00	0.00	95,000.00	100
10-4110-193 ATTORNEY FEES - LITIGATION	0.00	0.00	30,000.00	100
10-4110-195 ELECTION EXPENSE	0.00	0.00	11,000.00	100
10-4110-340 EVENTS & PUBLICATIONS	0.00	0.00	12,000.00	100
10-4110-341 WEDDINGTON FESTIVAL	744.75	744.75	5,000.00	85
10-4110-342 HOLIDAY/TREE LIGHTING	0.00	0.00	6,500.00	100
10-4110-343 EASTER EGG HUNT	0.00	0.00	750.00	100
10-4110-344 OTHER COMMUNITY EVENTS	0.00	0.00	2,250.00	100
10-4110-495 OUTSIDE AGENCY FUNDING	0.00	0.00	3,800.00	100
TOTAL EXPENDITURE	62,583.18	62,583.18	1,124,872.00	94

BEFORE TRANSFERS

-62,583.18 -62,583.18 -1,124,872.00

AFTER TRANSFERS

-62,583.18 -62,583.18 -1,124,872.00

4120 ADMINISTRATIVE

EXPENDITURE:

10-4120-121 SALARIES - CLERK	5,800.00	5,800.00	71,000.00	92
10-4120-123 SALARIES - TAX COLLECTOR	3,441.60	3,441.60	46,315.00	93
10-4120-124 SALARIES - FINANCE OFFICER	616.11	616.11	13,840.00	96
10-4120-125 SALARIES - MAYOR & TOWN COU	2,100.00	2,100.00	25,200.00	92
10-4120-181 FICA EXPENSE	914.73	914.73	12,460.00	93
10-4120-182 EMPLOYEE RETIREMENT	1,363.16	1,363.16	18,885.00	93
10-4120-183 EMPLOYEE INSURANCE	2,088.00	2,088.00	25,000.00	92
10-4120-184 EMPLOYEE LIFE INSURANCE	30.24	30.24	400.00	92
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	24.00	300.00	92
10-4120-191 AUDIT FEES	0.00	0.00	8,500.00	100
10-4120-193 CONTRACT LABOR	0.00	0.00	11,430.00	100
10-4120-200 OFFICE SUPPLIES - ADMIN	66.66	66.66	12,500.00	99
10-4120-210 PLANNING CONFERENCE	0.00	0.00	2,500.00	100
10-4120-321 TELEPHONE - ADMIN	0.00	0.00	3,500.00	100
10-4120-325 POSTAGE - ADMIN	0.00	0.00	2,500.00	100
10-4120-331 UTILITIES - ADMIN	57.36	57.36	4,250.00	99

LESLIE

f1141r07

TOWN OF WEDDINGTON
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2015-2016

07/01/2015 TO 07/31/2015

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-351 REPAIRS & MAINTENANCE - BUIL	0.00	0.00	30,223.00	100
10-4120-352 REPAIRS & MAINTENANCE - EQU	7,079.03	7,079.03	63,000.00	89
10-4120-354 REPAIRS & MAINTENANCE - GRO	0.00	0.00	57,250.00	100
10-4120-355 REPAIRS & MAINTENANCE - PES	110.00	110.00	1,000.00	89
10-4120-356 REPAIRS & MAINTENANCE - CUS	0.00	0.00	6,000.00	100
10-4120-370 ADVERTISING - ADMIN	0.00	0.00	1,000.00	100
10-4120-397 TAX LISTING & TAX COLLECTION	-30.30	-30.30	1,000.00	103
10-4120-400 ADMINISTRATIVE:TRAINING	188.00	188.00	4,000.00	95
10-4120-410 ADMINISTRATIVE:TRAVEL	60.38	60.38	6,000.00	99
10-4120-450 INSURANCE	13,412.00	13,412.00	15,500.00	13
10-4120-491 DUES & SUBSCRIPTIONS	13,513.00	13,513.00	18,000.00	25
10-4120-498 GIFTS & AWARDS	64.47	64.47	3,500.00	98
10-4120-499 MISCELLANEOUS	344.64	344.64	5,000.00	93
TOTAL EXPENDITURE	51,243.08	51,243.08	470,053.00	89
BEFORE TRANSFERS	-51,243.08	-51,243.08	-470,053.00	
AFTER TRANSFERS	-51,243.08	-51,243.08	-470,053.00	
4130 PLANNING & ZONING				
EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTR	4,570.10	4,570.10	57,240.00	92
10-4130-122 SALARIES - ASST ZONING ADMIN	145.86	145.86	2,250.00	94
10-4130-123 SALARIES - RECEPTIONIST	1,764.29	1,764.29	24,975.00	93
10-4130-124 SALARIES - PLANNING BOARD	375.00	375.00	5,200.00	93
10-4130-125 SALARIES - SIGN REMOVAL	278.43	278.43	4,000.00	93
10-4130-181 FICA EXPENSE - P&Z	545.75	545.75	7,770.00	93
10-4130-182 EMPLOYEE RETIREMENT - P&Z	934.32	934.32	13,015.00	93
10-4130-183 EMPLOYEE INSURANCE	2,088.00	2,088.00	27,000.00	92
10-4130-184 EMPLOYEE LIFE INSURANCE	20.44	20.44	300.00	93
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	12.00	150.00	92
10-4130-193 CONSULTING	6,299.00	6,299.00	10,000.00	37
10-4130-194 CONSULTING - COG	0.00	0.00	21,750.00	100
10-4130-200 OFFICE SUPPLIES - PLANNING &	18.47	18.47	5,000.00	100
10-4130-201 ZONING SPECIFIC OFFICE SUPPLI	40.01	40.01	2,500.00	98
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	2,500.00	100
10-4130-220 TRANSPORTATION & IMPROVEM	0.00	0.00	72,000.00	100
10-4130-321 TELEPHONE - PLANNING & ZONI	0.00	0.00	3,500.00	100
10-4130-325 POSTAGE - PLANNING & ZONING	0.00	0.00	2,500.00	100
10-4130-331 UTILITIES - PLANNING & ZONING	57.37	57.37	4,250.00	99
10-4130-370 ADVERTISING - PLANNING & ZON	0.00	0.00	1,000.00	100
TOTAL EXPENDITURE	17,149.04	17,149.04	266,900.00	94
BEFORE TRANSFERS	-17,149.04	-17,149.04	-266,900.00	
AFTER TRANSFERS	-17,149.04	-17,149.04	-266,900.00	
GRAND TOTAL	-118,246.19	-118,246.19	0.00	