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**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, SEPTEMBER 14, 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. Domestic Violence Awareness Month 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. Approval of Designation of Peggy Piontek as Deputy Finance Officer
  - B. Approval of appointing Planning Board Member Gerald Hartman to fill the current vacancy on the Board Of Adjustment and Historic Preservation Commission
  - C. Approval of modification of April 28, 2015 Special Meeting Minutes
  - D. Call for a Public Hearing Review and Consideration of Text Amendments for Section 46-45 Addressing and Cluster Mailboxes
8. Approval of Minutes
  - A. August 10, 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

- A. Conditional Zoning for Amenity Site within the major subdivision, The Falls at Weddington

10. Old Business

- A. Fire Service Update
- B. Update on proposed Weddington-Matthews Road improvements

11. New Business

- A. Review and Consideration of the entry monument and landscaping for the major subdivision, Highclere
- B. Review and Consideration of Final Plat Map 2 Phase 1 for the major subdivision, Atherton Estates
- C. Review and Consideration of Maintenance Bond Release for Lake Forest Preserve Phase 3B Map 1
- D. Request for approval of funds for landscaping at Town Hall.
- E. Request for approval of funds for FY2015-2016 Contract for Daryl's Landscaping
- F. Request for approval of funds for conversion of software
- G. Discussion and possible action on Tree Risk Assessment Report
- H. Discussion and possible action on exterior repairs of Town Hall
- I. Discussion and possible action on increasing the financial parameters of the Town Administrator

12. Update from Town Planner

13. Public Safety Report

14. Update from Finance Officer and Tax Collector

15. Transportation Report

16. Council Comments

17. Closed Session – [N.C.G.S. 143-318.11(a)(3)] - Consult with the Attorney To protect the attorney-client privilege  
[N.C.G.S. 143-318.11 (a)(6)] To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee

18. Adjournment

# PROCLAMATION

## DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS,** COMESTIC VIOLENCE AFFECTS ALL Union County Residents, and far too many people suffer abuse at the hands of a spouse, partner, parent, child, or sibling; these victims can be of any age, race, religion, or economic status and the resulting damage is inflicted not only on the victims, but their children, families, and communities; and

**WHEREAS,** domestic violence included not only physical but also mental abuse, emotional abuse, financial abuse, sexual abuse, and isolation; and

**WHEREAS,** domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence with an annual cost to US companies of \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

**WHEREAS,** according to the North Carolina Coalition Against Domestic Violence, there have been 801 women, men, and children murdered as a result of domestic violence since January 1, 2002 in North Carolina; and

**WHEREAS,** according to the North Carolina Council for Women, domestic violence programs across the state responded to over 116,052 crisis calls and provided services to over 55,000 victims last year; and

**WHEREAS,** the key to prevention is education, community awareness having zero tolerance for domestic violence, and requiring accountability by the abuser; and

**WHEREAS,** Unio County recognizes the importance of having collaborations by multiple partners to promote social norms, policies and laws that support gender equity and foster intimate partnerships based on mutual respect, equality, and trust; and

**NOW, THEREFORE,** be it resolved that I, Bill Deter, Mayor of the Town of Weddington, do hereby Proclaim October 2015 as Domestic Violence Awareness Month and urge all citizens to support this observance. I further urge our citizens to increase their awareness and education of this destructive force which deeply affects a large number of families in Union County each year and to become part of the efforts to stop violence in families.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this the 14<sup>th</sup> day of September, 2015.

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Bill Deter, Mayor of the Town of Weddington

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

## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Designation of Peggy Piontek as Deputy Finance Officer

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Staff has checked with the Town Attorney and respectfully requests approval of the Peggy Piontek being designated as Deputy Finance Officer for the purposes of the Statute below:

**§ 159-25. Duties of finance officer; dual signatures on checks; internal control procedures subject to Commission regulation.**

(b) Except as otherwise provided by law, all checks or drafts on an official depository shall be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government or public authority designated for this purpose by the governing board. If the board makes no other designation, the chairman of the board or chief executive officer of the local government or public authority shall countersign these checks and drafts. The governing board of a unit or authority may waive the requirements of this subsection if the board determines that the internal control procedures of the unit or authority will be satisfactory in the absence of dual signatures.

PSP

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

## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Appointment of Gerald Hartman to Board of Adjustment and Historic Preservation Commission

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At the August 10, 2015 Regular Town Council meeting a motion was made to appoint Mr. Hartman to the Planning Board. Our Planning Board Members also serve on the Board of Adjustment and Historic Preservation Commission, this appointment was left out of the original motion.

The Planning Board has requested that Council approve Mr. Hartman's appointment to these two additional Boards/Committees.

PSP

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

## **MEMORANDUM**

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** April 28, 2015 Modified Minutes

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At the July 13<sup>th</sup> Council Meeting the April 28<sup>th</sup> Special Meeting Minutes were approved indicating that Mayor Pro Tem Titherington was both absent and voting. These minutes are presented to you for consideration of approval, removing Mayor Pro Tem Titherington from voting as he was, in fact, not present at that meeting. They also indicate that the FSA is “attached and made a part of the record”

PSP

**TOWN OF WEDDINGTON  
SPECIAL TOWN COUNCIL MEETING  
TUESDAY, APRIL 28, 2015 – 7:00 P.M.  
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on April 28, 2015, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox and Finance Officer Leslie Gaylord

Absent: Mayor Pro Tem Don Titherington

Visitors: Cathy Killough, Andy Stallings, Peggy Stallings, Jeff Robilliard, Walton Hogan, Jeff Gross, Marsha Gross, Don Sinclair, Barbara Sinclair, Joe DeSimone, Mary Ann DeSimone, John Houston, Betty Houston, John B. Houston IV, Sean H, Robert Henderson, Locke & Jean Stuart, Janice Propst, Elizabeth D. Propst, Bill Price, Monica Rushton, James Rushton, Kenny Schott, Larry Wood, Kimberly Crooks, George Laustsen, Betty Laustsen, Dave Ruths, James Kazmierski, Lynn Cavin, Laura Cavin, Jane Kombs, Sonja Kombs, Mary Knoble, Charlene Connor, Nancy Anderson, Ted Davis, Bob & Janice Wetteroff, Eric Anderson, Ken Sidney, Louis Iglesias, Tyler Iglesias, Kathie Burch, David Basri, Frank Weber, Paula Smith, Tom Smith, Kim Moore, Robert Burns, Joyce Plyler, Teresa Turner, Reid Turner, Beth Mikes, Marty Kennelly, Chris Drost, Jim Drost, Christi Cosasino, Stanley Wilkinson, Jon Horn, Debbie Keiser, Tracy Stone, Reid Turner, Donna Brumbaugh, Edwin Brumbaugh, Darryl Robison, Brooks Bloxom, Luke Hinson, Chet Hill, David Sommey, Genny Reid, Ralph Warner, Adam Warner, Jayna Errico, Doris Bioxom, Leslie Barry, Ted Watson, Judy Johnston, Steve Boynton, Tyler Uebele, Jim Reichenbach, Jon Zakery, Andrew Moore, Ron & Brenda Williams, Beth Caskey, Maureen Nappi, Shiel Hasenfus, Brian Mason, Beverly & David Gilliam, Debbie Fox, Chandra Hollier, Alice Peterson, Charles Peterson, Adam McEwan, Silvano Ferrazzo, Susan Fahy, Jim Fahy, Hector Hernandez, Chris Demaio, Pat Robinson, Harlay Sefcik, Jeremy Hromada, Jennifer & Christopher Young, Robert Anderson, Kim Dunn, Martha Schmoucker, Omar Qureshi, Ted Watson, Lynn Roberts, Lisa Roberts, Scot Rosenthal, Cathy Cosentino, Edmund Cosentino, Carli Socentino

**Item No. 1. Open the Meeting.** Mayor Bill Deter called the April 28, 2015 Special Town Council Meeting to order at 7:05p.m. There was a quorum.

**Item No. 2. Discussion & consideration of contract extension with COG for Clerk assistance.**

Mayor Bill Deter made the Council aware of the new Administrator/Clerk who would start May 5th. He got with COG and was able to extend the clerk contract through May 11th.

Councilwoman Harrison moved to accept the contract extension.

AYES: Councilmembers Smith and Harrison

NAYS: Councilmember Hadley

**Item No. 3. Review and evaluate PVFD response to letter over a financial plan.**

Mayor Bill Deter - I want to set these up here, and I'm going to make a few comments before we get started. That is, why are we here, and let me provide you some background in context. In July of 2013, an independent consultant was retained to examine and provide recommendations for long-term fire service for the Town of Weddington. In November of 2013, this fire study, known as the McGrath Report, was completed. In December of 2013, the Council started reviewing and discussing this plan as part of these discussions. Providence was asked what their long-term plan is. In effect, where do they see themselves in three to five years, and what is their plan to address their weakening financial situation. At the Town retreat in February of 2014, the Council looked at an analysis to see if the financial issues surrounding Providence would be resolved as the Town grew to its full potential. They do not. At that time, the Council again asked Providence about their long-term strategic plan and what were their expectations and solutions to the shrinking territory and revenue from Mecklenburg County? The same "can we grow out of this problem?" analysis. Well, let's look again, at the February 2015 retreat. The outcome was the same. At the January 2015 Council meeting to help with the cash flow problems and declining fund balance, Providence requested fire service payments from the Town to be paid quarterly in advance. And I believe at one time in the past, we used to do that before we went monthly. This has been implemented. At our February retreat, Providence requested a flat budget for fiscal year 2015/16 as did the other VFDs. However, Providence's flat budget request results in a \$71,000 deficit. With the projected \$71,000 budget deficit, their funds will be exhausted before the end of the fiscal year, and it will be unable to meet financial obligations and its service obligations to the Town under the current agreement. This does not include the additional Town spending for fire trucks or the fire station. As previously mentioned the Town has historically provided additional funding and support at Providence's request. These continued increases are not sustainable by the Town, not warranted by the nature of the services that Providence provides, and not a judicious use of the Town's limited resources. Over this same time, a series of meetings with Providence, Wesley Chapel and other stakeholders have been held, approximately 40 or more meetings. And in anticipation of Providence's financial problems, the Council has encouraged them to find solutions, including a potential consolidation with Wesley Chapel. Providence has rejected this approach, and as far as I am aware, has not identified other ways to improve their financial health. While the Town cannot require Providence to merge, we are also not required to meet their increased funding demand or subject Town residents to a fire protection model that is broken and can soon be insolvent and in a long term to jeopardize fire protection service. In April, Providence was sent a letter requesting detailed documentary evidence of their financial viability. These two red binders are the results of that request. However, most of the information contained in these binders is not relevant to the Town's request or has been seen by the Town Council before. I have pulled nine pages from the hundreds presented. I have selected these pages because they are the only ones that address the financial viability of Providence. I will speak briefly to these nine pages and open up things for discussion among the Council members. The original retreat budget has been submitted in these documents with approximately \$76,000 in expense reductions that Providence thinks fixes the problem and demonstrates their financial viability. There is no discussion of how to fund a significant cost approaching new fire trucks. There is no discussion on how they plan to address the continuing loss of territory and revenue from Mecklenburg County. There is no discussion of where they will be in the next two to three years. A quick review of their performance to budget, this fiscal year, 2014/15 is also quite concerning. While Providence submitted six months actual spending to plan, I have updated to reflect the nine months spending that was in the plan they sent to the Town last month. They are already over budget on four expense categories and are projected to be over budget on additional seven expense categories before this fiscal year has ended. I will now open this up for Council discussion.

Councilmember Michael Smith - I have reviewed the financial statements, and basically, pretty much concur with what your assessment is in which you just read. So I really have no further comment other than I pretty much concur with the findings.

Councilwoman Pamela Hadley – I continue to hear the Providence Volunteer Fire Department is not financially solvent. Well, of course they aren't if we do not adequately fund them. Fire departments are funded by taxpayer dollars. Every fire department in the country would go broke if the taxpayers took away their funding. We, the taxpayers of Weddington, want to adequately fund them. It's not the Town's money. It's the public's money and what I hear the public saying is, pay them with our money. The argument has been made that the Town will go broke if we continue funding Providence Volunteer Fire Department. Numbers can dance on a piece of paper any way the author directs them. Let's look at the bigger picture. Weddington's income per capita is the second in the county, the third in the state. We have a population of 10,000. We have a property tax value of approximately \$2 billion. In comparison, Wesley Chapel's Volunteer Fire Department district has a tax base of \$4 billion with two stations, and approximately 30 square miles. That is two stations with a \$4 billion tax base, compared to one station, with a \$2 billion tax base. Providence has a budget of approximately \$700,000. Wesley Chapel has a budget of approximately \$1.8 million. So who is the most frivolous department? Who operates on less? These numbers should clearly alleviate any concerns of a funding gap and make it crystal clear that the Town can afford to fund the conservative budget we have been presented with. If you combine the municipal property tax rate with a corresponding fire district tax rate, Marvin's residents pay 7.81 cents. Waxhaw's residents pay 37.86 cents. Mineral Springs pays -- residents pays -- 7.33 cents. Wesley Chapel Village residents pay 4.46 cents. Depending on which fire district they are in, Stallings residents pay either 25.78 cents or 26.76 cents. Indian Trail pays 21.31, 22.78 or 23.76 cents for their municipal and fire tax. So citizens in the surrounding community pay an average of 19.76 cents for their town and fire. Weddington citizens pay 5.2 cents. So what about the comments addressing increasing costs? That Providence comes back for more money every year? The average fire tax rate in the county is 4.21 cents. It's been suggested that we pay 3.74 cents for fire service here in Weddington. The average increase for the majority of the fire departments in the county for year 2015 versus 2014 was 20 percent. That is a 20 percent increase, '15 over '14 for the majority of the fire departments in the county. That is the average. We have with us tonight Peggy Altry. Peggy, if you are in audience, will you please stand up. Peggy wanted to speak tonight and share her story that happened Easter Sunday, April 5th of this year. Her home caught fire and burned completely. Her daughter was burned and had to be airlifted to the burn center in Winston-Salem. She attributes saving her daughter's life to a response time of only four minutes. I attribute Providence Volunteer Fire Department saving her daughter's life to not just the proximity and the response time, but having four certified firefighters, of which two are EMTs, as the first responders. Peggy is asking this Council to use her tax dollars to support our local fire department. So the net of the financial picture clearly shows we have a tax base to support the budget that Providence Volunteer Fire Department has requested. That level of funding is well below the average in the county and even in the state. That the increases per year are well below what other departments show. Poor planning on the part of the Town does not constitute an emergency for the citizens Weddington, the county and the state.

Councilwoman Barbara Harrison - I only have a few comments, but I guess I'm going to comment against what Pam said. She said we have a \$2 billion tax base. We have a \$2 billion asset for one station. Wesley Chapel has four [billion] for two stations, which you divide two into that is two. 1.8 for Wesley Chapel is their operating budget. Providence is 700,000. Wesley Chapel pays for, out of their 2.8 cents tax rate, for two loans and for their fire department equipment, meaning their trucks. If Providence was so viable, why could they not get a loan on

their own? I mean, I have seen a flyer where they have \$3 million worth of assets. Why can't they get a collateral loan to pay for their operations to their fire department and to pay for a fire truck? That is why we created the municipal fire district; I could quote a couple of items in there that were said by the then Pro Tem Mayor Dan Barry and our former Mayor Walker Davidson. About every two years the citizens have a right to decide how their fire service was done. Every two years. So for me, when I look at the numbers, asked a couple of questions. One, I don't see Mecklenburg has changed, and yet, I do know that last night the Charlotte Council just approved the Waverly property, 84 acres to go into Charlotte to be annexed, and so that is all out of Mecklenburg. I don't see what Union County is going to give Providence. So I look at these numbers, and what I know is yes, they cut them, and I believe if we continue forward within two months, they will be asking for more money. When you say poor planning, on whose part? It has never been the Town that was in the fire district or fire service until 2012. So I am concerned that if we go forward as is, it's not a 6 cents raise. And I know you say everybody in here is willing to do that, but there are people, I have heard from those people, who do not want their taxes raised. Not everybody in this town had their house assessed lower. There were people that got 7 to 10 percent increase in their assessment. But in the end, we will get 5 percent less than what we had before. This is not an easy decision. But we have to do what is best. Not for just today, but for the future and I would like to read some quotes that were said in the February 9th, 2012 council meeting, when at that point, we were asked to talk about sending out a letter when we were going to create the municipal fire service. And the first thing is, Councilwoman Hadley – “We were elected to do the research to make the decision. I think the vote this past November reflected exactly what the majority of the people wanted. I will prefer to have something more in hand, like what I took into Williamsburg last fall. I will offer clarity and transparency, but at some point, you can cross that line where you give too much information.” Mayor Pro Tem Barry – “People elect us to use our common sense and good conscience to make a decision and sometimes in this republic, it is in their best interest, it is in their best interest but they do not like it. We are going to have to help this community make some very difficult decisions about fire service. The five of us are going to have to make the decision, not the 10,000 people that live in Weddington.” I'm not ad-libbing. It is out there on the web page, and it's on the minutes from February 2012. What I see is that now that there is a difference in what is going on, these two people don't want to give all of the information, and now want the entire 10,000 people to make the decision. Again, I'm looking not only today, but in the future, and I can't see where it's going to be a viable solution for Providence to continue the way they are. Thank you. I'm done.

**Items. 4. Review, evaluate and authorize continuing FSA with PVFD, enter into a FSA with WCVFD and/or terminate existing FSA with PVFD.**

Mayor Deter - Unless there is more discussion, I think the action we have at hand based on financials that were submitted here and the ones that I have and the Council has, looking at whether we should continue the FSA with Providence, or should we authorize the Town Attorney to take steps to terminate the FSA with Providence.

Councilwoman Hadley - I move to continue with Providence Volunteer Fire Department, and to adequately fund them for the 2015/2016 budget year. Let's look at the conversations we have had with the public. In January, we announced the recommendations of the fire study. To quote the Mayor, I see two options presented: raising taxes, or see if there is an interest in the fire departments consolidating. Before we go down the road of increasing taxes, let's go down the road of seeing if there is potential to entertain consolidation. Meetings were scheduled to work on the logistics of dissolving the two fire departments and in creating a new company. At the Council's February meeting, Council reported the status of these meetings, and the Mayor Pro Tem reviewed the chart, showing the breakdown of cost for the Town, and that we spent 53 percent of our total revenue for public safety. I reported communication from the North Carolina

Department of Insurance that called into question the possible consequences of implementing a consolidation by July 2015. February 25th and 26th meetings were called to dissolve the municipal district and give back the taxing authority to the County. At our March 9th Council meeting, I reiterated what the Mayor had stated during public comment, at the county commissioners meeting on March 2<sup>nd</sup>: (1). Hemby Road stays open. (2). There will continue to be four firemen staffing 24/7, 365. (3). There will be no decline of service. (4). The State Fire Marshal and the County Emergency Services Director said there will be no increase in homeowners insurance. Again, I shared yet another letter from the North Carolina State Department of Insurance that clearly communicated consequences that had the possibility of increasing homeowner insurance rates, especially working on a timeline of implementing a change, July 2015. It was approved by the Council to advertise a letter of commitment signed by the Town and Wesley Chapel Volunteer Fire Department. It was not approved to advertise Providence Volunteer Fire Department's proposal that included the four areas of agreement, but went on to explain the consequences of not working with the North Carolina Department of Insurance and why a timeline to create a consolidation would better serve the citizens if implemented by July 2016 instead of July 2015. On March 16th, the County Commissioner's budget meeting revealed the staff making a recommendation to the Commissioners for a county wide tax. At Council's April 13th meeting, due to the uncertainty of the County's actions and how that could affect Weddington, Council withdrew the resolution sent to the County in February to take back the taxing authority for our fire service. The Mayor went on to request a motion to terminate the service contract for Providence Volunteer Fire Department and present a contract to Wesley Chapel Volunteer Fire Department to provide fire service to the entire Town of Weddington. And that finds us here today, 15 days after the motion to terminate Providence Volunteer Fire Department and contract with Wesley Chapel Fire Department, making a decision that has not been embraced by the citizens, a decision that has too many uncertainties regarding the primary concerns of the public. Those uncertainties include, but are not limited to, staffing of four certified firemen, two of which are EMTs, 24/7, 365 that has been promised by the Mayor time and again on public record, e-mails and in the media. The contract with Wesley Chapel has no provisions guaranteeing that promise. The Mayor even stated at the March Council Meeting that staffing would be determined by Wesley Chapel Volunteer Fire Department. One would be left only to assume this promise of staffing has now been broken. There will be no decline of service - that has also been promised. Tell me how there will be no decline of our current service when staffing is decreased, and apparatus is decreased to the levels of the substation requirements. The North Carolina Department of Insurance regulations require response of two independent companies. What this means is that two Wesley Chapel volunteer stations responding to a fire will not meet those requirements. Our automatic aid will suffer now because we have to go further down the road increasing response times, and have Waxhaw, Mineral Springs, Bakers, Stallings and even Hemby Bridge on the staff plan for the first tones that are called by 911. The State Fire Marshal and the County Emergency Services director said that there will be no increase in homeowners insurance is misleading, certainly not acknowledging the obvious communications with the state, and is simply not the truth. Because this is a disputed and contentious subject, I would like to call the two experts, the authority in the audience David Summey and Chad Hill to the podium. Could someone outside ask if David Summey and Chad Hill are here?

Mayor Deter - All right. Go ahead and finish. You gentlemen stand back, please.

Councilwoman Hadley – David Summey is the inspection supervisor and Chad Hill is the fire rating inspector with the Union County State Fire Marshal.

Mayor Deter - This is not a public hearing. I will tell you what, we've got plenty of press here, and we've got plenty of people. These gentlemen will have plenty of time to talk to the press and the people when they want to.

Councilwoman Hadley - You have the right to ask questions of expert opinion.

Town Attorney Fox - It's not a public hearing.

Councilwoman Hadley - I'm not saying it's a public hearing. I asked do I not have the right to substantiate my motion by asking experts questions that might influence my motion.

Town Attorney Fox - At this point, the Council was soliciting comments from each of the Council Members. It is a point in time in the meeting where you are allowed to provide comments as a Council Person. It does not include third party input into those comments.

Mayor Deter - Do you have any additional comments?

Councilwoman Hadley - I do have additional comments.

Mayor Deter - Continue.

Councilwoman Hadley - I would think that over such a disputed and contentious subject having two experts not be able to talk to us as a Council and the public, is a disservice, and I would like to go on record that it is not acceptable, as far as I'm concerned. So I wanted to ask -- I wanted to ask these experts exactly what the process was so that we could understand the regulations and procedures that they have to adhere to. I am sorry, once again, that Council is unable to let this happen.

Councilwoman Hadley - What they would explain to you had they been able to answer is that there is a process. They come down and they do a survey. It has to be presented to ISO, and then it comes back for more paperwork. This is not a process where you have a new company or a new fire district come in. It doesn't happen that way, and it doesn't happen fast. Hopefully, you will be able to get these questions answered for yourself after the meeting. The other question that I was going to ask them is does this change have the ability to affect citizens in Wesley Chapel's district - those not in Weddington, specifically Marvin, unincorporated Union County and the Village of Wesley Chapel. Per Wayne Goodman, who is the Insurance Commissioner and State Fire Marshal, therefore, if an established fire insurance district or an established fire department serving as the primary or as automatic aid assisting the fire department of a fire district is abolished or undergoes significant alterations, we are limited on what we can do since a major portion of the rating of the ISO is based on these. Results of any significant alterations could possibly require the overall rating of the ISO be reduced to the minimum required within the state - a class NC 9S. In other words, assuming a town or county does not make appropriate arrangements to offset the effects of the fire department closure, then homeowner's rates for that district would most likely go up. According to the action plan submitted to the state by Wesley Chapel Volunteer Fire Department, the Hemby Road location will be losing apparatus. I was going to ask Mr. Summey and Mr. Hill, how does the apparatus requirement for a substation affect the level of service as compared to our current level of service, specifically, the loss of equipment and apparatus being spread over an entire district. One way that I do know that it will affect, is that once you spread the equipment and apparatus that has left the building at Hemby Road - it is owned by Providence Volunteer Fire Department - then Wesley Chapel will be forced to spread their equipment and their apparatus onto another 10-square miles and into another station. At that point, the fire survey that would be required by the Department of Insurance

would include some proof of a water haul. In other words, when Providence had their inspection back in August, they had to go through a tanker shuttle exercise to prove to the state that they could haul water for certain gallons at a certain period of time, a certain gallon per second for a certain period of time. It has come to the attention of the State that when Wesley Chapel had their last inspection in 2004, Providence Volunteer Fire Department was a part of their exercise to prove that they could haul water. So now that they are moving in without the apparatus of [Station] 32 that supported that inspection, this is one more thing, just one more item of uncertainty, and one more item that the Department of Insurance will have to look at. How does this affect automatic aid? And what I'm speaking to specifically is that two independent companies are required, as I understand, to respond to a fire call. Were Mr. Summey and Mr. Hill able to speak, I think they would confirm that fact. However, a spokesperson for the State Department of Insurance, Kerry Hall, is quoted as saying the availability/nonavailability of non-aid resources is part of the evaluating district rating, so yes, it is possible that the changes being considered could affect neighboring fire departments. Automatic aid resources usually go both ways with both departments helping each other. If one is no longer able to assist the other at the same level, it could affect the rating of the requesting department, unquote. Here is what this means. If two departments.. when you have a fire call, two departments are called to that location. It is required by the state that two separate companies come. So as status quo, Providence responds to a fire call in the Town of Weddington and then Wesley Chapel either 26 or 31 responds. That is two different companies. Once Wesley Chapel were to have control of Hemby Road, then if there was a fire at my house, common sense would say that 32 and 26 would be toned, but that doesn't meet the requirements. So on the automatic aid, they are going to have to include another fire department, which means they have to move further out, further out of road miles, and obviously, response times. So it's just another area of uncertainty and no guarantees. How could this affect homeowner's insurance premiums? Can you guarantee increases, decreases, or even status quo on the rating before actually coming to survey the department and district? The Department of Insurance, if they were able to speak, would tell you that they, number one, they are elected by the people and serve the people. There is no bias towards fire departments, or counties, or local government. They are elected and serve the people. They are here to look after the people. They cannot give - they will not give - an opinion or suggestion as to what any municipality or county should do. What they are tasked to do is come in after the fact and rate what that municipality or county has done. So it's kind of like Nancy Pelosi when she said, we are going have to vote on the bill to see what is in it. We are going to have to wait until the change takes effect to find out for sure what the rating will be with the Department of Insurance. That is how it works. There are no guarantees. There is nothing anyone can say or do to say that your homeowner's insurance will or will not go up before that survey after the fact. Other uncertainties include ownership of the building at Hemby Road. The action plan that was submitted by Wesley Chapel to the state says: In addition to the action items -- in addition to the action items listed above, the department, a private nonprofit organization, will acquire ownership and the deed of the real property located at 5025 Hemby Road, Fire Station Number 32. The Town of Weddington will not retain ownership of any real property as part of this contract for service. So under this scenario, a million dollar asset will be donated or sold. Obviously, it would be transferred from the Town's books. This is another example of the public not being informed. It appears this council is prepared to spend a \$750,000 penalty for no cause cancellation of the Providence contract. This council has said yes, then no, and now it's obviously, yes again. The language of the contract with Wesley Chapel takes back the promises of the cap on increases. The promised words and the actions do not match. The dates of the contract begin on the date of signature. So I wonder how you can have two companies contracted for the same district at the same time. Quick math showed that \$175,000 would be spent, should Wesley Chapel sign immediately, to fund both departments and obviously, that will negate any savings. On April 14th, the county fire commission held a meeting and made a recommendation

to the county commissioners to not implement a county wide fire tax for this year's budget, to instead create a committee of stakeholders - firemen, citizens and county officials - to report back with their recommendations. On April 20th, the Board of County Commissioners had a special meeting to discuss a county wide service model. They received what the fire commission had recommended. They listened to the firemen, citizens, and even council member Mike Smith pleaded with them to slow the process down. The message they heard loud and clear was not to put the cart before the horse. Bring the stakeholders to the table. Be clear and transparent with the citizens and get community support. Understand the consequences before rushing into a decision. And that is what the Board of County Commissioners unanimously -- unanimously -- voted to do. They are creating the committee to bring back their recommendations by January 15th, 2016 for a plan to be implemented July 1, 2016. That is what I'm asking tonight, to follow the example set by the county, and I'm asking this council to do exactly what Mike Smith, among many others, asked the county to do. How can you ask the county to do something you are not willing to do in your own municipality? This council in January promised, if the consolidation was not achieved, we will stay status quo even if it meant raising taxes. That is not what is happening. Council promised staffing of four certified firemen, two of which would be EMTs, 24/7, 365. That is not a part of the contract. This council has promised no decline of service. With decrease of staffing and apparatus that is obviously not true. This council has promised and taken back. I'm not promoting any specific solution to the fire service. This is bigger than one fire department, and certainly bigger than any one person. The effects are far reaching, and in many cases, not all have been realized. All solutions should be considered. All stakeholders should be brought to the table and have a study group to work with the state and the county. We don't know how we will fit into a county wide fire service. Would it not behoove us to stay status quo until we do? The state has already agreed to work with us for a change effective July 2016. Would it not behoove us to slow this train down until we can gain more positive assurances regarding increased insurance premiums? Do we owe it to the citizens to present all of the facts and get feedback from them? Given the facts they have pointed out, given all of the uncertainty and the lack of guarantees for Weddington, the state, the county and the public, I am hopeful careful consideration and support will be given to my motion.

Mayor Deter - Can you please repeat the motion?

Councilwoman Hadley - I move to continue the FSA with Providence Volunteer Fire Department, and to adequately fund them for the 2015/2016 budget year.

Mayor Deter - Any discussion on the motion?

Councilwoman Harrison asked to make a substitute motion.

Mayor Deter - First, we have to vote on the original motion.

Town Attorney Fox - You can vote on the original motion on the floor made by Councilwoman Hadley or you have a substitute motion. If you have a substitute motion, the substitute motion gets voted on first.

Councilwoman Harrison - I would like to thank Mr. Summey and Mr. Hill for coming. I am surprised because both the Mayor and I have reached out multiple times and have gotten very little support from either one of the gentlemen.

Councilwoman Harrison moved to dissolve the FSA with Providence Fire Department.

Town Attorney Fox - If I can repeat where I understand the motion to be then. As I understand the Council's substitute motion would be to authorize the Town Attorney to prepare notification to dissolve the FSA with Providence. But to be implicit in that motion would need to be a determination binding by the Council that the assurances that were provided by the Providence Fire Department are not adequate for the Council's consideration.

AYES: Councilmembers Michael Smith and Barbara Harrison

NAYS: Hadley

Councilwoman Harrison - I do want to make one clarification. Councilwoman Pam Hadley said insurance rates will not go up. And yet, if you go out to the Department of Insurance, the State Department of Insurance, effective June 1, 2015, voted on by Wayne Goodman in December of 2014, the insurance rates for every county went up. Not every county. I actually have a whole list. So for instance, Rowan County and Cabarrus got a 19 percent increase in their insurance rates. That is what the insurance carriers can now charge people in that – in those counties. We were lucky in Union County, it's only 22%. But to say we are not going to get an increase when the state has granted all of the insurance companies an increase is not exactly correct. Additionally, one of the items that was out there, which I found very interesting is, insurance companies can increase your insurance rate if your FICO score goes down. So I don't want to mislead the citizens that their insurance rates won't go up. In 2013, overall, 7 percent our insurance rates went up.

Councilman Smith moved to instruct the county attorney to pursue a contract with Wesley Chapel upon termination of the current contract with Providence.

Councilwoman Harrison asked to add as an addendum, the letter that went out stating to the 24-hour coverage?

Town Attorney Fox - I think what you are doing is incorporating into the, and I assume what you are asking is, to proceed with the FSA with Wesley Chapel Volunteer Fire Department, that FSA would incorporate the letter that you referenced which spells out the staffing commitments that Wesley Chapel would be equally bound by. Is that correct?

Councilmember Smith - That is correct.

Mayor Deter - I can read it if that helps.

Town Attorney Fox - You want to read it into the record. You also may want to, in finalizing the FSA with Wesley Chapel, state the terms in our compensation.

Mayor Deter - Okay. The letter we are talking about, there were four bullet points that we posted on the Sunshine List to try and get some clarity around this. And that was, (1) The Hemby Road Station will remain in operation as it is today. (2) Staffing will continue to allow four qualified firemen on each shift 24/7/365 as it is today. And we put in brackets EMTs. (3) And the quality and level of fire service will remain as it is today. (4) Homeowners insurance rates will not increase as part of this process. And the contract amount with Wesley Chapel would be \$699,465 a year, which is \$58,288.75 a month, payable on the 15th of each month. We will go back to monthly payments instead of quarterly. This contract will also include, basically a cap that says expenses cannot increase greater than the increase in the Town's ad valorem tax rate. So if the tax rate for growth as for example, goes up 3 percent, they cannot come back and say we want 10 percent. The contract also calls for - even though the letter we are putting on there talks about the

same level of service- it also calls for -- and I'm looking for it in here -- where it talks about a Level 6 rating or greater. It's an annual automatic renewal contract. Response time is.. "The response time shall be consistent with present response times in subject territory. The department shall maintain an insurance protection rating of at least 6 for all properties within the Town, as determined by the North Carolina Department of Insurance". And then some of the other stuff is boilerplate. Maintenance that is the responsibility of the fire department. Some of the other is legalese and something about responsibility. Theirs, ours. Nondiscrimination. Let's see, that is kind of the logistics

Finance Officer Leslie Gaylord - Mayor, if I can make one point. I think you said that the rate didn't increase any more than the ad valorem tax rate and it's the ad valorem tax *base*.

Mayor Deter - Tax base, yes. I'm sorry.

Councilwoman Hadley - In that same line, talking about the cap, I believe last month you said that there would be a cap based on the ad val base, and then the first contract we received did have that in there, but now, obviously, the change has been, the Town will approve budget request increase -- the Town will approve budget requests that do not exceed the percentage increase of the Town ad val tax base if requested by the department. The Town may increase the annual funding for the fire services by a factor greater than the growth rate of the ad val should the town identify a specific need to do so. So obviously, that has been written in by, you know, from the first draft, and since you said that there would be a cap, obviously, now there is a loophole that can be used to prevent that cap from being affected. What I want to know, and I asked during my comments is if this contract is effective immediately, how do you have a contract with one company without having kicked the other one out of the building yet? In other words, it's my understanding that the letter that you sent Providence was dated April 15th, and that should the council decide to terminate the contract, it would be effective from April 15<sup>th</sup>. Is that correct? Am I correct?

Town Attorney Fox - That the termination of the contract will be a termination that will be effective from April 15th? No, that was the not the intent. And this contract will not be effective immediately. This contract -- it has to be effective upon filing notice to Providence.

Councilwoman Hadley - Where is that stated?

Town Attorney Fox - The Council directed me to finalize agreements, so it will be in the agreement. There is a statement here, and you can see where I have marked through that statement to put to change that date. But it does state in there, effective immediately.

Councilwoman Hadley - So we wouldn't be paying two companies at the same time? When would be the effective date of the termination?

Town Attorney Fox - I would have to calculate that. And that would be in the notice that the Council directed me to provide to Providence.

Councilwoman Hadley - So it would be 90 days from the document that you provided; is that correct?

Town Attorney Fox - It will be from the document. The notice of termination, the date of -- the effective date of the termination will be provided in the notice.

Councilwoman Hadley - And that date could revert back to the April 15th?

Town Attorney Fox - No, it would not.

Councilwoman Hadley - It would be -- I'm just trying to look for clarity here. I'm not trying to trip you up.

Town Attorney Fox - Well, the April 15th letter was to ask Providence to provide assurances as to why it -- as to demonstrate how it would have the financial ability to perform, in light of the deficit situation that was included in the budget request. And that was provided. This point tonight the Council directed me, per the motion, to provide a notice of termination. That motion will also need to direct the Mayor to sign for that draft, as opposed to allowing for me to sign it for Council action would be to carry that out. That letter will be consistent with the FSA and the lease and indemnifying the termination, the effective date of the termination and the next steps.

Mayor Deter -- I think, Pam, your concern is that we are going to have two contracts in place at the same time?

Councilwoman Hadley - Well, and I'm trying to determine the date for the 90 days. I mean because I was led to believe that it was going to be July 1st, based on the first letter. But I was incorrect on that is what you are saying.

Town Attorney Fox - I haven't calculated the date.

Mayor Deter - Any other comments?

Councilwoman Hadley - So are you saying the addendum to the FSA would hold Wesley Chapel - would require them - to staff four certified firemen, two of which are EMTs 24/7, 365 at Hemby Road? Is that correct?

Town Attorney Fox - I think for my purposes as a lawyer, I heard that those are certain terms that the Council would like to see as commitments to Wesley Chapel. They mention a letter. As a lawyer, I might just incorporate those into the actual body of the FSA.

Councilwoman Hadley - So what you are saying is by signing the FSA agreement, Wesley Chapel would agree to the terms of any amendment or addendum to the contract; is that what you are saying?

Town Attorney Fox - What I'm saying is that by signing the FSA, Wesley Chapel will agree to the specific terms contained in the FSA. If those terms are in the FSA, that will be a contract or requirement on Wesley Chapel.

Councilwoman Hadley -- So no addendum would require them to adhere to it? I'm just -- it's a real simple question.

Town Attorney Fox - Well, you can do it by way of addendum and incorporate the addendum into the document by reference. It's just as effective to put it in the document. But since we are in the formative stages of developing the document, my suggestion would be just to incorporate the wording into the document.

Councilwoman Hadley - Understood. Thank you.

Mayor Deter - Any other comments? All right. All in favor say aye.

Town Attorney Fox - Do you want to repeat the motion?

Councilmember Smith moved to instruct the Town Attorney to draft a fire contract with Wesley Chapel upon termination with the contract of Providence, and with the addition that Councilwoman Harrison made about adding the letter to the addendum. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD)**

Town Attorney Fox - To incorporate it into the document or add it as an addendum. One remaining question is upon finalizing the FSA, do you want to authorize your Mayor to sign, or does it have to come back to the full council?

Councilwoman Harrison - We will authorize the Mayor to sign.

Councilman Smith – Yes.

AYES: Councilmembers Smith and Harrison

NAYS: Councilmember Hadley

Councilwoman Hadley - And for the record, to have business, being we haven't seen this document and to get the authority for the Mayor to sign it without it being fully vetted by all members of the Council, I think it's irresponsible, and that is why I voted against it.

Mayor Deter - The contract was the proposed contract that was sent out to all Council.

Councilman Smith - And we have seen it.

Councilwoman Hadley - We are talking about another draft, right? We are talking about another draft of the contract, right? And so we are not going to see that contract before you sign it and submit it to the fire department for their signature.

Town Attorney Fox - Can I go over with the Council the changes as I heard it to be from the document that is before you? One is the document would not being effective immediately. It would be effective upon the notice upon the termination of the FSA with Providence. Two that the document would include and incorporate the four points that the mayor read to be included as addendum, but can be included in the document itself. Except for that, those are the only changes to the document that has been provided to us.

#### **Item 5. Adjournment**

Councilwoman Harrison moved to adjourn the April 28, 2015 Special Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley and Smith

NAYS: None

The meeting adjourned at 8:13p.m.

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**Bill Deter, Mayor**

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Attest by: Peggy Piontek, Town Clerk

Transcribed by: Tonya M. Goodson

STATE OF NORTH CAROLINA  
COUNTY OF UNION

**FIRE SUPPRESSION CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Weddington, a municipal corporation, hereinafter referred to as “Town”, and the Wesley Chapel Volunteer Fire Department, a duly organized rural fire department, hereinafter referred to as “Department”.

**WITNESSETH:**

**WHEREAS**, the Town of Weddington desires to provide fire protection to its citizens through contracting with a duly organized fire department; and

**WHEREAS**, the Wesley Chapel Volunteer Fire Department as a fully organized rural fire department has the ability to provide fire protection throughout the incorporated town limits of the Town of Weddington and within its fire district; and

**WHEREAS**, the Department desires to provide said fire protection to the residents of the Town and has shared its financials with the Town which demonstrate the Department’s financial stability and ability to adequately serve the incorporated limits of the Town and meet the commitments contained in this Agreement for the term established herein.

**NOW THEREFORE**, the Town and the Department hereby contract for fire protection service throughout the incorporated limits of the Town, according to the following terms and conditions:

1. **Service Responsibility – Fire Suppression Service.** The Department’s units and personnel shall be routinely dispatched by the Union County Emergency Communications Center to all fire emergencies in the Town.

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

It shall be the responsibility of the Department to equip and train its fire fighters in a manner consistent with applicable regulations of the Occupational Safety and Health Administration of the U.S. Department of Labor, and as required by the North Carolina Fireman’s Association and North Carolina Department of Insurance.

The Department shall provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by Agreement. The Department shall maintain an insurance protection rating of at least a six (6) for all properties within the Town, as determined by the Office of the State Fire Marshal. Should the Department move to a lesser rating than a six (6), the Department will develop a plan (within 90 days) to return to a rating of a six (6) or better with the Office of the State Fire Marshal.

2. **Service Responsibility – Emergency Medical.** The Town does not provide emergency medical services within its current limits, this being a function of Union County. However, the Department shall provide whatever emergency medical services the Department currently provides or may provide by agreement with Union County.

3. **Compensation.** During the first fiscal year of this Agreement, the Town shall compensate the Department in the amount of \$58,288.75 per month to be paid on or before the 15<sup>th</sup> day of each month for the services provided under this Agreement. For each following fiscal year of this Agreement, the Town shall compensate the Department an amount to be established during the Town's annual budget process. The Department agrees to submit its budget request to the Town in April of the preceding fiscal year. The Department agrees that any request for a compensation increase shall not exceed the percentage increase in the Town's ad valorem tax base for that fiscal year. The Town shall notify the Department of its recommended funding of the Department at least 30 days before the Town's public hearing on the budget. The Department's actual budgeted amount shall be set in the Town's annual budget adopted on or before June 30<sup>th</sup>.
4. **Maintenance.** The Department shall be responsible for continuing its customary maintenance activities. All vehicles, materials, supplies and equipment shall be maintained in good operating condition at all times.
5. **Response Time.** The Department's response time is expected to continue to be immediate and in the most professional manner possible. The response times shall be consistent with present response times to the subject territory.
6. **Terms.** This agreement shall commence on the date this agreement is signed and shall be in effect for a period of one year from said commencement date, after which time this agreement shall automatically renew from year to year, on each anniversary date, for successive periods of one (1) year each until such time as it shall be terminated by either party. The parties mutually covenant and agree that this contract for Fire Service may be terminated with or without cause by either party at any time upon ninety (90) days written notice to the other party.
7. **Assumption of Responsibility.** The Department agrees to assume full responsibility in its provision of fire suppression and rescue services as required hereunder. The Department shall assume all liability and responsibility for the death of or injury of any personnel of its command, providing services hereunder, and shall hold the Town harmless on account of any liability for property damaged or destroyed, or persons injured or killed, while responding to, at the actual scene, or returning from any fire, rescue, emergency, civil disorder, holocaust, conflagration or natural disaster due to fire fighting and rescue operations, fire control tactics and strategy or other operations as may be required.

Department shall assume all responsibility and liability for damage to its own apparatus and equipment. The executions of this Contract shall not be construed to be an assumption of any liability on the part of the Town. Department agrees to carry general liability insurance in the amount of \$1,000,000.00 single limit. The Department shall annually provide a Certificate of Insurance to the Town as evidence of continuous insurance coverage during the term of this Contract.

The Wesley Chapel Volunteer Fire Department shall have primary authority on all calls in the incorporated limits of the Town. This primary authority shall not violate any requirements of the North Carolina Department of Insurance.

8. **Nondiscrimination Guarantees.** In consideration of the signing of this Contract, the Department for itself, its agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, sex, creed, handicap, or national origin with reference to the subject matter of this contract, no matter how remote.
9. **General Provisions.** The Recitals are incorporated herein by reference and constitute part of this Agreement.

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

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

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

**IN WITNESS WHEREOF**, each party has caused this agreement to be executed by its duly authorized officials(s) as of the day and year first above written.

**TOWN OF WEDDINGTON**

\_\_\_\_\_  
Bill Deter, Mayor

Attest:

\_\_\_\_\_, Town Clerk

**WESLEY CHAPEL VFD**

\_\_\_\_\_  
President of VFD

Attest:

\_\_\_\_\_  
Secretary of VFD

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

\_\_\_\_\_  
Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF UNION

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

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

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

**IN WITNESS WHEREOF**, each party has caused this agreement to be executed by its duly authorized officials(s) as of the day and year first above written.

**TOWN OF WEDDINGTON**

\_\_\_\_\_  
Bill Deter, Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

**WESLEY CHAPEL VFD**

\_\_\_\_\_  
President of VFD

Attest:

\_\_\_\_\_  
Secretary of VFD

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

\_\_\_\_\_  
Finance Officer

Sec. 46-45. - Final major subdivision plat submission and review.

[...]

- (e) Final plat for conservation subdivisions. Final plats shall conform to the approved preliminary plat, including any conditions placed on the preliminary plat by the town council. In addition to all other information required for final plats outlined in subsections (a)—(f) of this section and section 46-46, the final plat for a conservation subdivision shall be accompanied by the following information, and where the requirements of subsections (a)—(f) of this section and section 46-46 and this chapter conflict, the requirements of this section shall control for conservation subdivisions:
- (1) An existing resources and site analysis plan shall be submitted if it differs with that which was submitted for sketch plan approval.
  - (2) The maintenance plan and maintenance agreement that shows how all conservation lands will be owned and managed in accordance with subsection 58-58(4)i.
  - (3) All conservation lands developed per section 46-44 shall be recorded at the county register of deeds in their entirety concurrent with the initial recordation of the final plat.
  - (4) Prior to the issuance of any zoning permits for lots located within the subdivision, the conservation easement shall be recorded and deeded to either the homeowners' association, conservation organization, and/or other easement holders as specified in the maintenance plans and maintenance agreement, as described in subsection 58-58(4)i. Proof of such recording shall be required prior to the issuance of any zoning permits.

(f) Addresses and Cluster Mailboxes

- (1) Final plats must include the location of cluster mailbox units (CBU) to serve all the lots included on the plat. The plat must also include a note stating that all CBU locations will be approved by USPS. If the roadways on the plat are labeled as public right of ways, then the plat must also include a note stating that all CBU locations will be approved by NCDOT.
- (2) The applicant may request address assignment following final plat approval. The Zoning Administrator will assign the addresses and obtain approval from Union County Emergency Services.
- (3) Every lot shall display the distinctive house number assigned to that lot by the zoning administrator and recognized by Union County Emergency Services. The individual digits shall be no less than four (4) inches in height and shall be in a contrasting color to the background. The house number shall be displayed in one of the following fashions:
  - a. If the number is displayed on a house, the number shall be placed upon the front of the house in such a position as to remain plainly visible to all traffic coming to the premises from either direction, or
  - b. If a house is more than 100 feet from the roadway or is not clearly visible from the roadway, the number shall be displayed within 50 feet of the roadway, on a surface that is plainly visible to all traffic coming to the premises from either direction.

(Ord. No. 04-09-13, §§ 309, 309A, 9-13-2004; Ord. No. O-2005-05, § 1, 8-8-2005; Ord. No. O-2005-11, 12-12-2005; Ord. No. O-2006-02, 2-13-2006; Ord. No. O-2010-11, 7-12-2010; Ord. No. O-2014-15, 12-8-2014)

**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 27<sup>th</sup>. 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 10<sup>th</sup>, 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 29<sup>th</sup>, 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 18<sup>th</sup> and 19<sup>th</sup>.

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 alone will pay, carpools of two will pay, single axle 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 it's 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.

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**Bill Deter, Mayor**

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Peggy S. Piontek, Town Clerk

DRAFT

# 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,

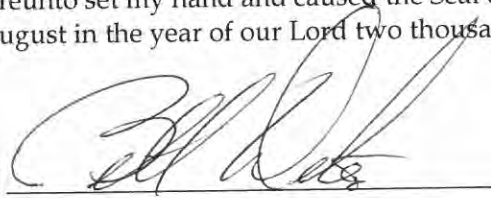
**NOW, THEREFORE I,** Bill Deter by virtue of the authority vested in me as Mayor of the Town of Weddington, in the State of North Carolina do hereby proclaim the week of September 17 through 23, 2015 as

## 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 ☒ SI ☐ 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 AGREE 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.
- Varied surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surfaces that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, 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.

 <p><b>INTERIOR PROPOSAL</b></p>	<p>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</p>	<p>Job #: DM866100294  Date: 08/04/2015</p>
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Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance

<p>Town of Weddington  Peggy Pointek  1924 Weddington Road  Weddington*, NC 28104  Phone: 704-846-2709  Office: 704-846-2709  Email:  townclerk@townofweddington.com</p>	<p><b>Special Notes:</b>  The Town of Weddington requested a proposal for painting to specified interior and exterior surfaces of the Hemby Road Fire Station.</p> <p>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.</p> <p>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".</p> <p>As always, CertaPro guarantees a highly professional, customer-oriented five out of five experience.</p>
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**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.

**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

**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.

**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**

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

**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



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:

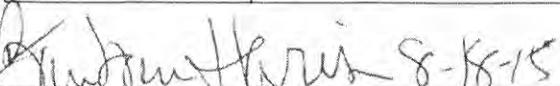
townclerk@townofweddington.com

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 <del>Duty Office Walls</del> 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 8-18-15

  
 SIGNATURE Date 08/17/15



# CompuNetWorld

Delivering a Complete Suite of IT Solutions

## Proposal

Address:		Bill To:		Proposal Date:		Proposal #:	
CompuNetWorld, Inc. P.O. Box 832 Indian Trail, NC 28079		Town of Weddington 1924 Weddington Rd Weddington, NC 28104 USA		8/10/2015		1275	

Item	Description	Qty.	Total
PROJECT	<ul style="list-style-type: none"><li>- 12 Port cat5e patch panel</li><li>- 40ft trim mold conduit</li><li>- 10 cat5e Ethernet Data Cables</li><li>- 10 surface mount housings</li><li>- 10 cat5e jacks</li><li>- installation, termination and testing</li></ul>	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**

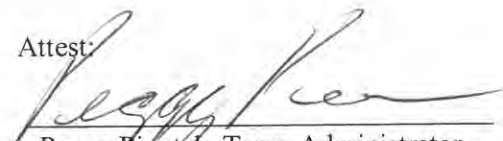
**WHEREAS**, the attached petition has been filed with the Town Council of the Town of Weddington, Union County, requesting that the above described roads, the location of which has been indicated in red on the attached map, be added to the Secondary Road System; and,

**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.

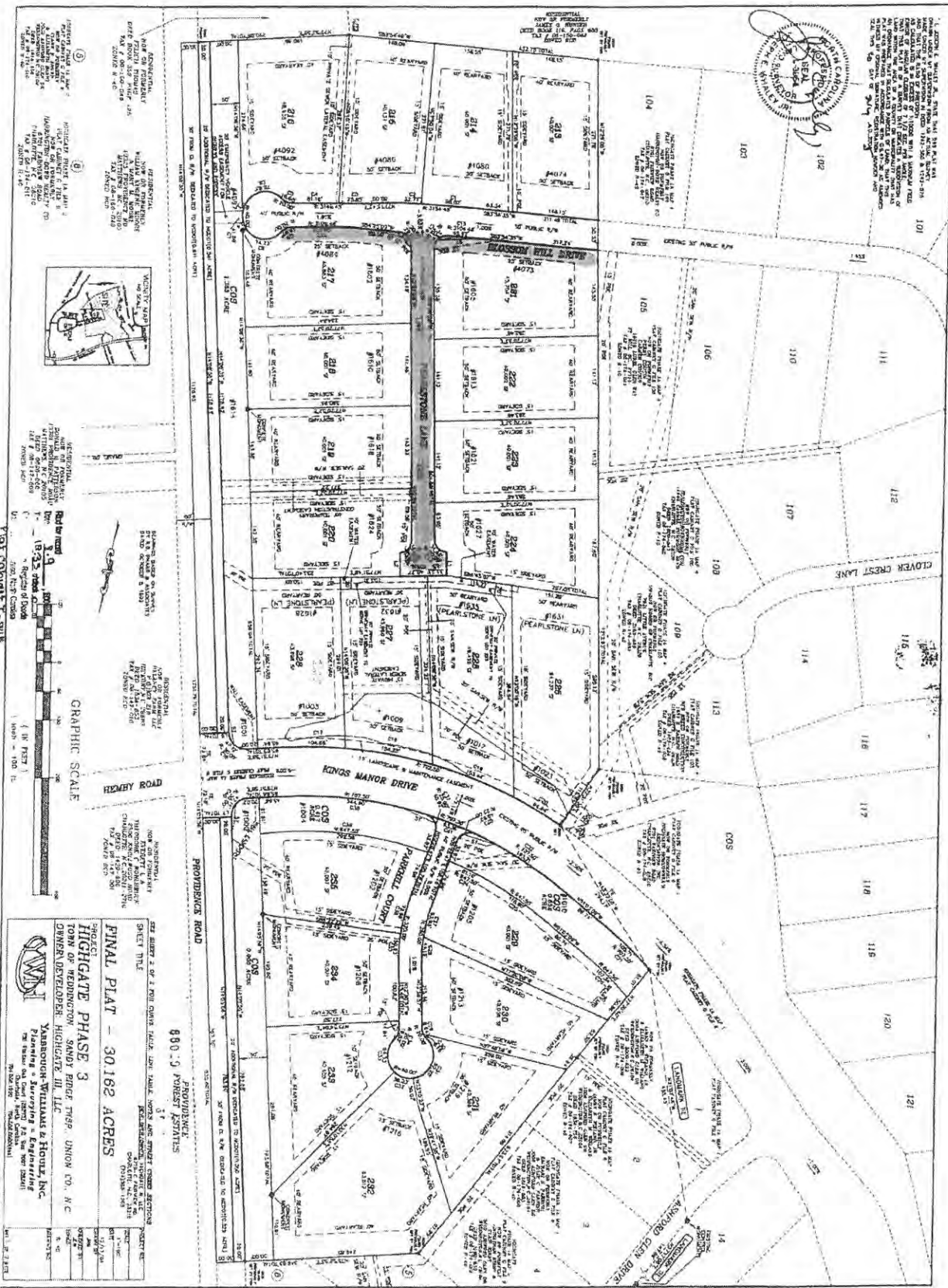
**NOW, THEREFORE**, be it resolved by the Town of Weddington of the County of Union that the Division of Highways is hereby requested to review the above-described roads, and to take over the roads for maintenance if it meets established standards and criteria.

Adopted this 10<sup>th</sup> 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

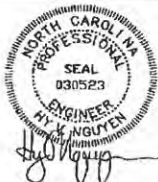
UNIT	UNIT COST	QUANTITY	AMOUNT
ROCK EXCAVATION	\$75 per yd <sup>3</sup>	0	\$0
EARTH BORROW	\$8 per yd <sup>3</sup>	0	\$0
STORM DRAINAGE:			
15" RCP	\$25 per lf	0	\$0
18" RCP	\$30 per lf	0	\$0
24" RCP	\$40 per lf	0	\$0
30" RCP	\$50 per lf	0	\$0
36" RCP	\$65 per lf	0	\$0
42" RCP	\$80 per lf	0	\$0
48" RCP	\$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 <sup>2</sup>	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 <sup>3</sup>	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 <sup>2</sup>	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 <sup>2</sup>	0	\$0
MASONRY	\$550 per yd <sup>2</sup>	0	\$0
PAVING: \$80/tn	Depth (in) Area (ft <sup>2</sup> )	Quantity (tons)	
LOCAL/LOCAL LIMITED/COLLECTOR	1.5 25,120	234	\$18,756
COMMERCIAL/ARTERIAL	4.75	0	\$0
STONE: \$25/tn	Depth (in) Area (ft <sup>2</sup> )	Quantity (tons)	
LOCAL/LOCAL LIMITED/COLLECTOR	8.0 25,120	0	\$0
COMMERCIAL/ARTERIAL	10.0	0	\$0
CUSTOM SECTION	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 1<sup>st</sup> 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 <sup>3</sup>	0	0%	\$0
EARTH BORROW	\$8 per yd <sup>3</sup>	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	60 lf	0%	\$5,200
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 <sup>3</sup>	850	0%	\$3,188
RIPRAP	\$40 per yd <sup>2</sup>	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/conc in place)	\$500 per yd <sup>3</sup>	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 <sup>2</sup>	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 <sup>2</sup>	0	0%	\$0
MASONRY	\$550 per yd <sup>3</sup>	0	0%	\$0
PAVING: \$80/ft <sup>2</sup>				
LOCAL/LOCAL LIMITED/COLLECTOR	Depth (in) Area (ft <sup>2</sup> )	Quantity (tons)		
COMMERCIAL/ARTERIAL	1.5 18,108	169	0%	\$13,519
	4.75	0	100%	\$0
WATER: Phase 1B at 0% Completed				
8" C-900 PVC WATER MAIN	\$28.40 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 ENCASEMENT 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 1<sup>st</sup> 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



## UNION COUNTY PUBLIC WORKS

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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,



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
<b>TOTAL ASSETS</b>	<b>4,336,376.18</b>

## 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
<b>TOTAL LIABILITIES</b>	<b>127,078.84</b>

### 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	
<b>4130 PLANNING &amp; ZONING</b>				
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

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	
<b>4130 PLANNING &amp; ZONING</b>				
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	

---

# TOWN OF WEDDINGTON

---

## MEMORANDUM

**TO:** Mayor Deter; Town Council

**FROM:** Julian Burton, Zoning Administrator/Planner

**DATE:** September 14<sup>th</sup>, 2015

**SUBJECT:** **The Falls at Weddington Amenity Center Conditional Zoning**

---

Falls at Weddington, LLC, submits a conditional zoning application for an Amenity Site associated with the approved major subdivision, The Falls at Weddington. Community recreational centers are permitted as conditional uses subject to the requirements listed in Section 58-271.

### **Application Information:**

Property Location: Antioch Church Rd.  
Existing Zoning: R-CD  
Proposed Zoning: R-CD (Conservation Subdivision through the Conditional Zoning process)  
Existing Land Use: Residential Conservation  
Proposed Land Use: Residential Conservation (CZ)  
Existing Use: Vacant Land  
Parcel Size: 4 acres

### **Project Information:**

The Falls at Weddington Subdivision is an approved 185 lot subdivision on 234.49 acres. The amenity center will be located on 4 acres and will include a pool and a clubhouse. The plan includes the required 26 foot landscaped buffer at the border of the site, and existing vegetation will exceed the minimum number of trees and shrubs required. The plan also includes 33 parking spaces and meets the Town's parking requirements.

### **Traffic Impact Analysis:**

Although the amenity center rezoning constitutes a new application and triggers the need for a revised TIA, staff confirmed with the Town's traffic engineer that the improvements already proposed for Antioch Church Road are sufficient given the size of the subdivision, and eliminate the need for further study and analysis.

**Planning Board Action:**

Recommended approval with conditions (listed below) - Unanimous

**Recommended Conditions of Approval:**

1. Construction Documents to be approved by the Town Council.
2. Any engineering associated with Construction Documents must be reviewed and approved by the Town Engineer.

**Statement of Reasonableness (Example)**

The amendment is reasonable and in the public interest because the Town has previously approved subdivision amenity centers in multiple developments and this particular amenity center provides no clear negative impacts on public health and safety in the Town of Weddington.

**Statement of Consistency (Example)**

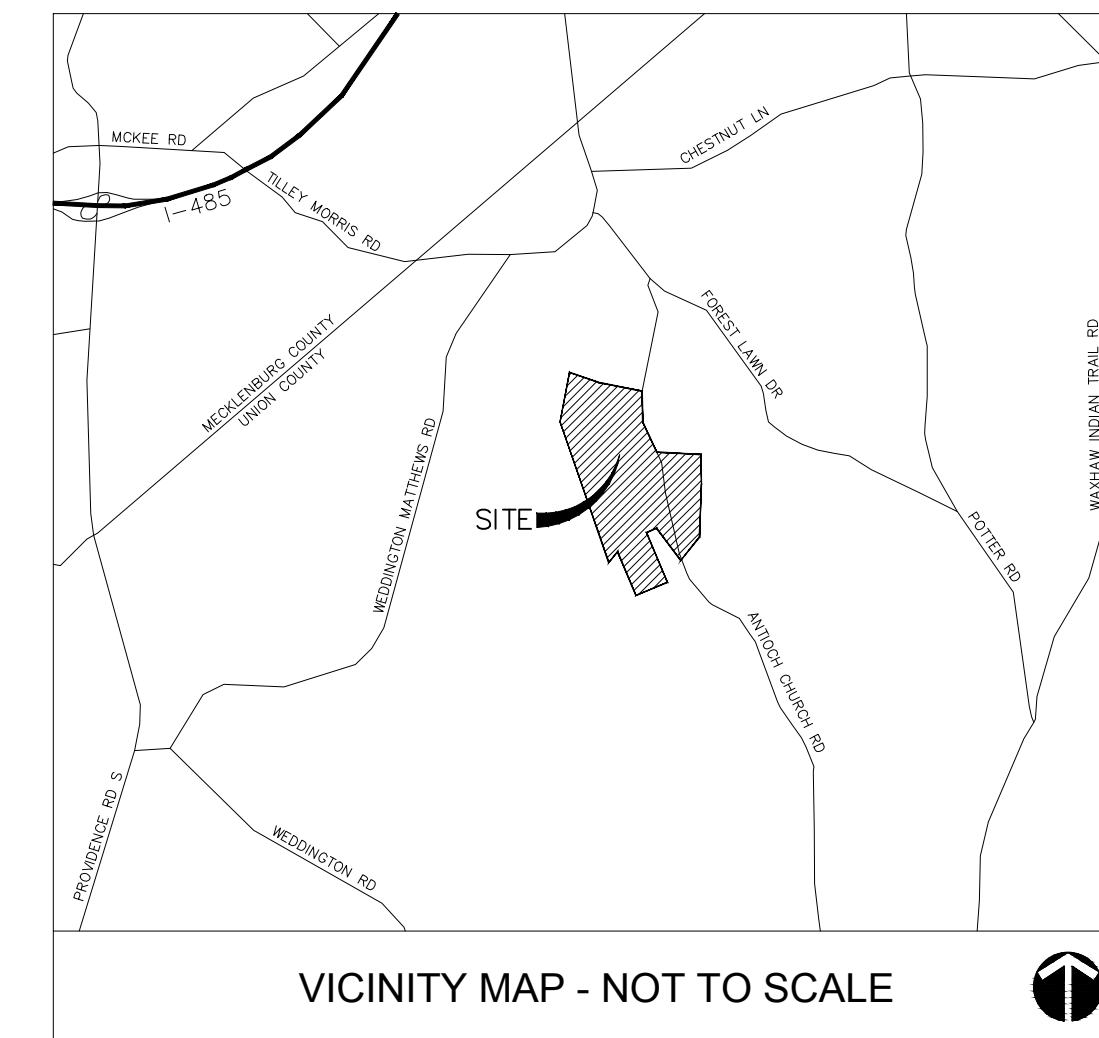
The amendment is consistent with the 2013 Land Use Plan because the amenity center is a conditional use associated with an approved single family conservation subdivision designed to “preserve open space and scenic views” (LUP p. 26). It has no impact on the amount of conservation lands provided in the subdivision, and the site plan provides adequate buffering between the amenity site and surrounding residential lots.

# THE FALLS AT WEDDINGTON AMENITY PACKAGE CONDITIONAL ZONING DISTRICT PETITION

3620 - 4300 ANTIOCH CHURCH ROAD  
WEDDINGTON, NORTH CAROLINA

SHEET INDEX:

Chapter 1	
RZ-1.0	Cover Sheet
RZ-1.1	Site Reference Plan
	Survey
Chapter 2	
RZ-2.0	Overall Layout Plan
RZ-2.1	Detailed Layout Plan - Pool and Clubhouse
RZ-2.2	Development Standards
Architecture	
A1.0	Clubhouse Floor Plan
A1.1	Cabana Floor Plan
A3.0	Elevations

PRELIMINARY NOT FOR CONSTRUCTION  
SUBJECT TO FINAL DESIGN CHANGES

DATE: APRIL 15, 2015  
DESIGNED BY: MEK  
DRAWN BY: PMK  
CHECKED BY: MEK  
C.C. BY: MEK  
SHEET NO. 1  
PROJECT #: 1014461

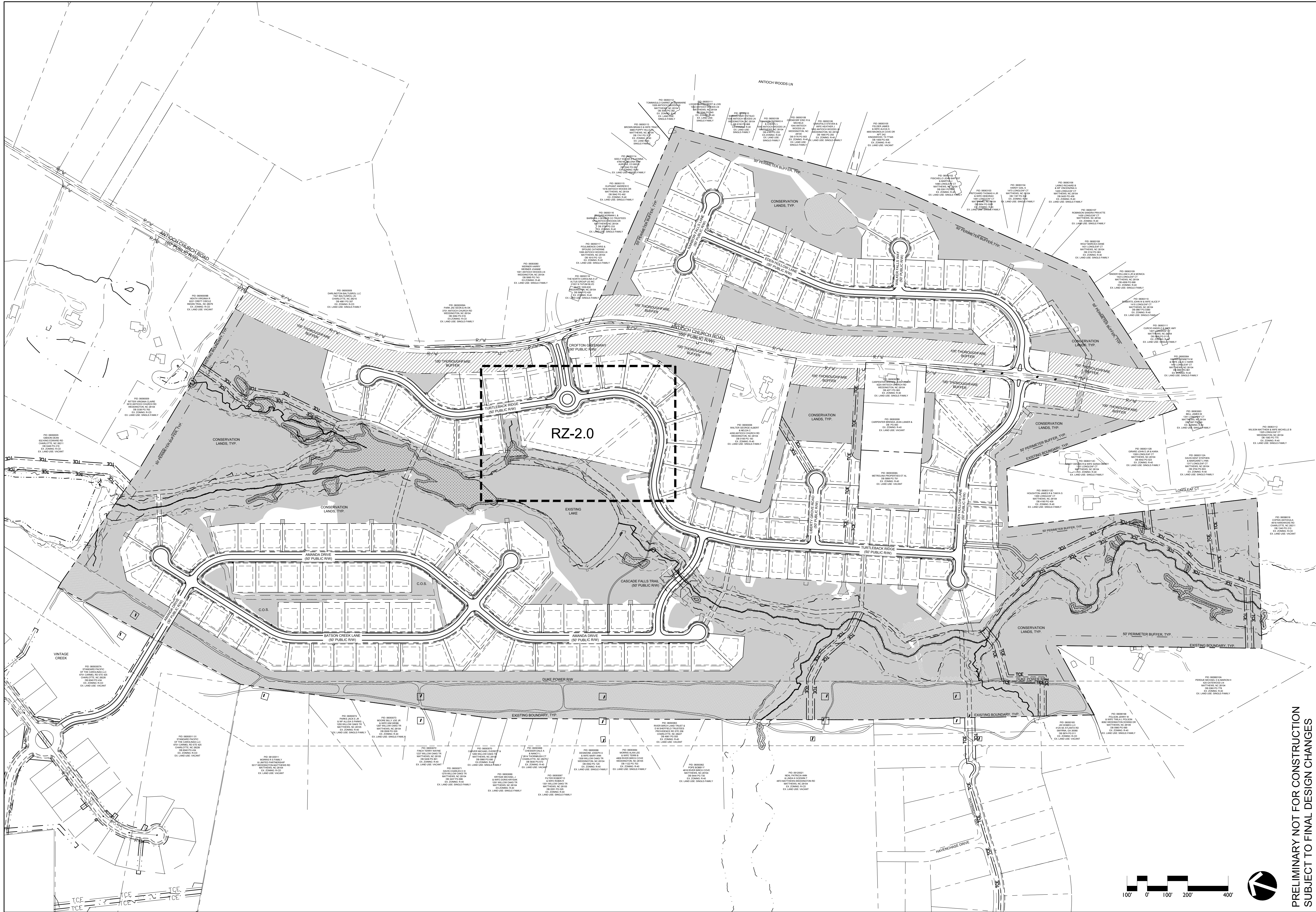
**THE FALLS AT WEDDINGTON AMENITY PACKAGE**  
**SINGLE FAMILY SUBDIVISION**  
METROLJINA PROPERTIES ET AL, TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP, UNION COUNTY, NC

COVER SHEET

SHEET #:  
**RZ-1.0**

A circular seal with a dotted border. The text "LAND DESIGN, INC." is curved along the top inner edge, "CORPORATE" is in the center, "SEAL" is below "CORPORATE", and "NORTH CAROLINA" is curved along the bottom inner edge.

**LandDesign**  
223 N Graham Street Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
[www.LandDesign.com](http://www.LandDesign.com)  
NC Eng. Firm License: C-0658



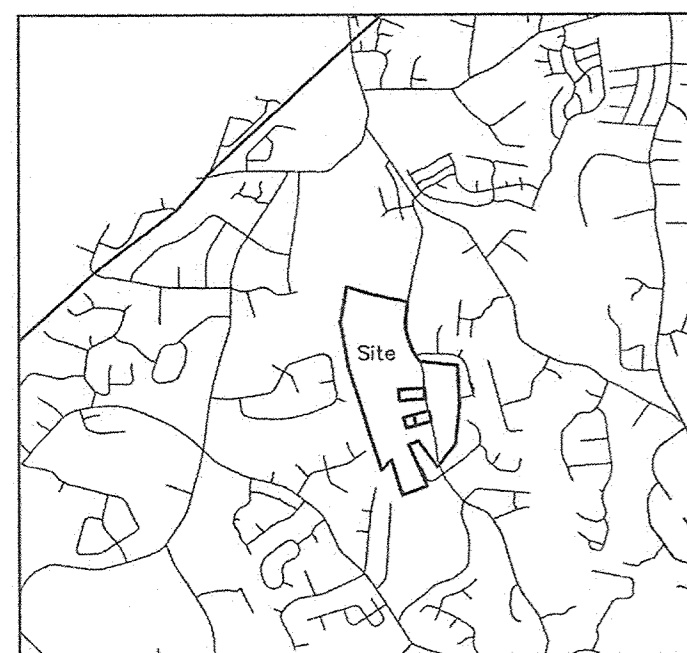
PRELIMINARY NOT FOR CONSTRUCTION  
SUBJECT TO FINAL DESIGN CHANGES

DATE: APRIL 15, 2015  
DESIGNED BY: MEK  
DRAWN BY: MEK  
CHECKED BY: MEK  
SCALE: 1"=200'  
PROJECT #: 1014461  
SHEET #:  
RZ-1.1

THE FALLS AT WEDDINGTON AMENITY PACKAGE  
SINGLE FAMILY SUBDIVISION  
METROLINA PROPERTIES ET AL TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP, UNION COUNTY, NC  
SITE REFERENCE PLAN



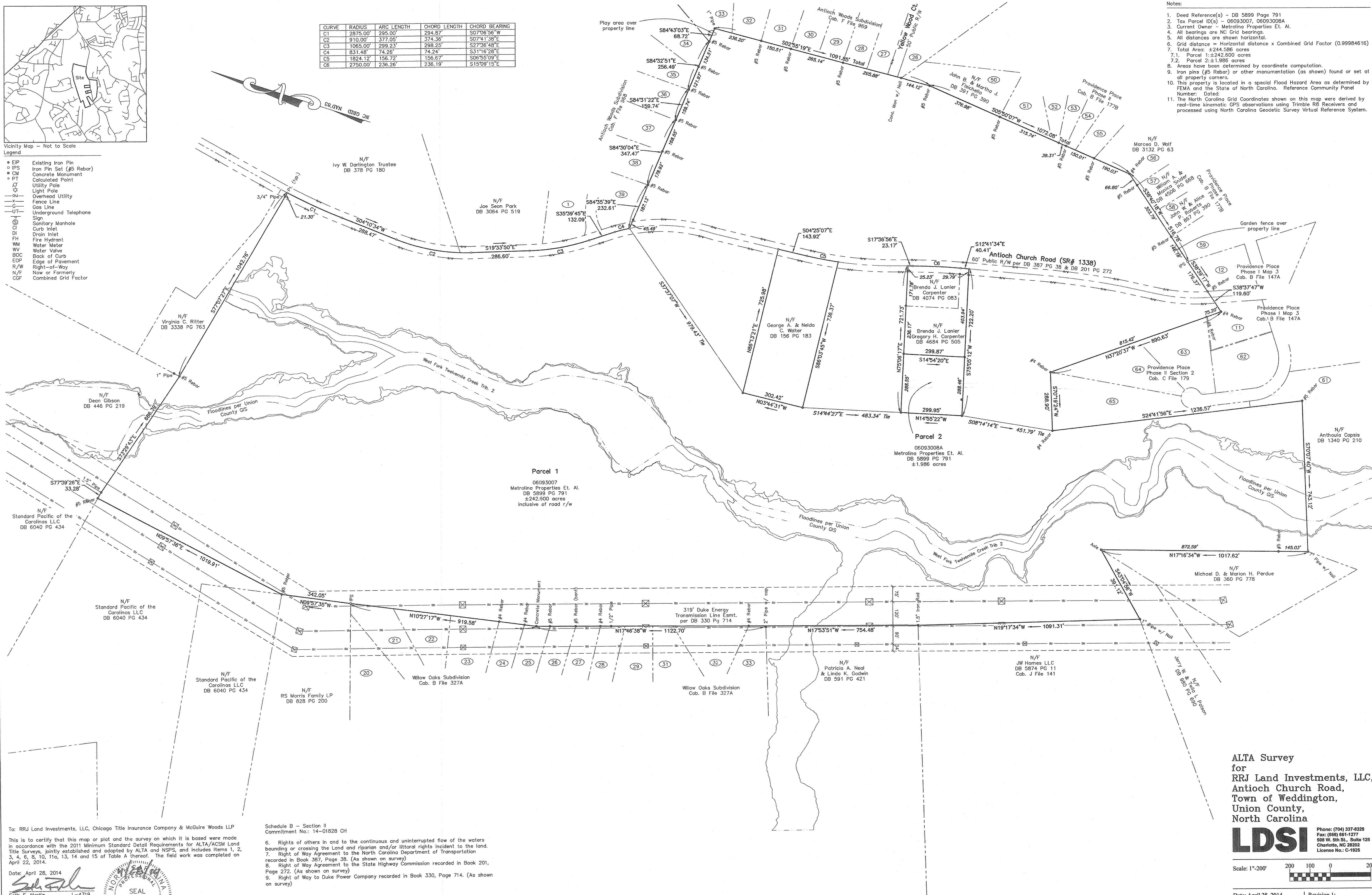
LandDesign  
223 N Graham Street Charlotte, NC 28202  
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Vicinity Map - Not to Scale

- Legend
- EIP
  - IPS
  - CM
  - PT
  - UT
  - CGF
  - CI
  - DI
  - FH
  - WM
  - WV
  - BOC
  - EOP
  - R/W
  - N/F
  - CGF
- Existing Iron Pin  
Iron Pin Set (#5 Rebar)  
Concrete Monument  
Calculated Point  
Utility Pole  
Light Pole  
Overhead Utility  
Fence Line  
Gas Line  
Underground Telephone  
Sign  
Sanitary Manhole  
Curb Inlet  
Drain Inlet  
Fire Hydrant  
Water Meter  
Water Valve  
Back of Curb  
Edge of Pavement  
Right-of-Way  
Now or Formerly  
Combined Grid Factor

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2875.00'	295.00'	294.87'	S07°06'56"W
C2	910.00'	377.05'	374.36'	S07°41'38"E
C3	1065.00'	299.23'	298.25'	S27°38'48"E
C4	831.48'	74.28'	74.24'	S31°16'28"E
C5	1824.12'	156.72'	156.67'	S06°55'09"E
C6	2750.00'	236.26'	236.19'	S15°09'15"E



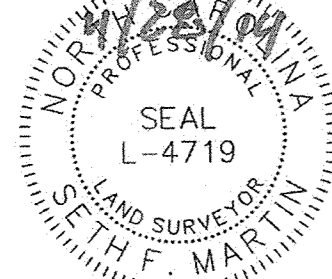
- Notes:
1. Deed Reference(s) - DB 5899 Page 791
  2. Tax Parcel ID(s) - 06093007, 06093008A
  3. Current Owner - Metrolina Properties Et. Al.
  4. All bearings are NC Grid bearings.
  5. All distances are shown horizontal.
  6. Grid distance = Horizontal distance x Combined Grid Factor (0.99984616)
  7. Total Area: ±244.586 acres
  - 7.1. Parcel 1: ±242.600 acres
  - 7.2. Parcel 2: ±1.986 acres
  8. Areas have been determined by coordinate computation.
  9. Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
  10. This property is located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference Community Panel Number: Dated:
  11. The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.

To: RRJ Land Investments, LLC, Chicago Title Insurance Company & McGuire Woods LLP

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 8, 10, 11, 13, 14 and 15 of Table A thereof. The field work was completed on April 22, 2014.

Date: April 28, 2014

Seth F. Martin  
L-4719



Schedule B - Section II  
Commitment No.: 14-01828 CH

6. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the land.
7. Right of Way Agreement to the North Carolina Department of Transportation recorded in Book 387, Page 38. (As shown on survey)
8. Right of Way Agreement to the State Highway Commission recorded in Book 201, Page 272. (As shown on survey)
9. Right of Way to Duke Power Company recorded in Book 330, Page 714. (As shown on survey)

ALTA Survey  
for  
RRJ Land Investments, LLC,  
Antioch Church Road,  
Town of Weddington,  
Union County,  
North Carolina

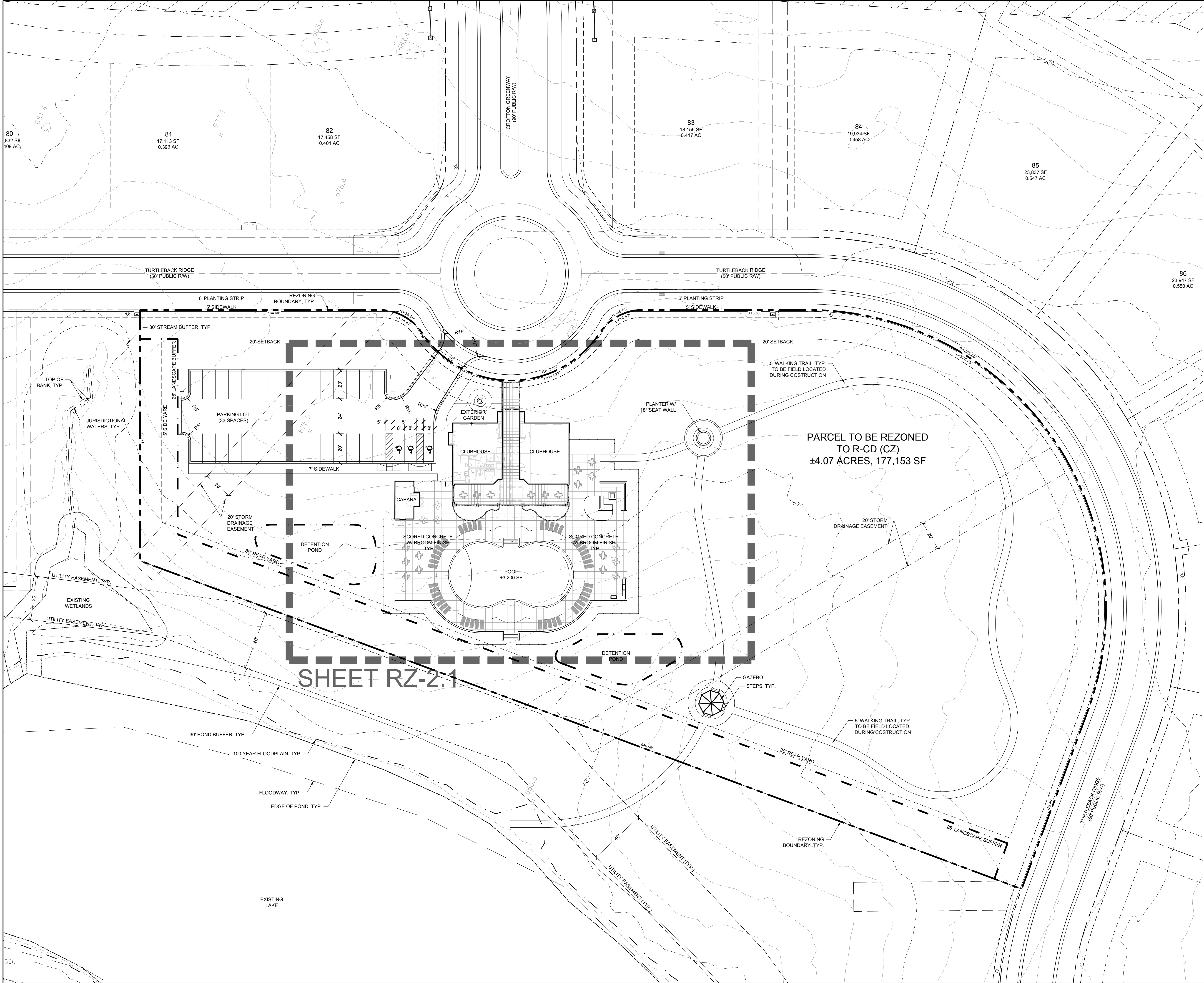
**LDSI**

Phone: (704) 337-8329  
Fax: (866) 661-1277  
508 W. 8th St., Suite 125  
Charlotte, NC 28202  
License No.: C-1925

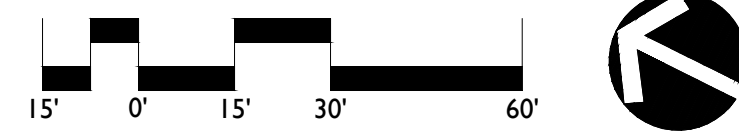
Scale: 1"=200'  
200 100 0 200

Date: April 28, 2014  
Project Number: 4114029

Revision 1:  
Revision 2:



DEVELOPMENT SUMMARY	
PID #: 06093007	232.5040 ACRES
EXISTING PARCEL SIZE:	PID: 06093007
EXISTING ZONING:	R-CD (WEDDINGTON)
	RESIDENTIAL CONSERVATION DISTRICT
PROPOSED PARCEL SIZE:	±4.07 ACRES (177,153 SF)
PROPOSED ZONING:	R-CD (CZ)
	RESIDENTIAL CONSERVATION DISTRICT
	CONDITIONAL ZONING
LAND OWNER:	METROLINA PROPERTIES ET AL
	1341 E MOREHEAD ST
	CHARLOTTE, NC 28204
DEVELOPER:	FALLS AT WEDDINGTON, LLC
	811 CORAL RIDGE DR
	CORAL SPRINGS, FL 33071
SUPPLEMENTAL REGULATIONS:	
MINIMUM LOT SIZE:	12,000 SF
MAXIMUM LOT SIZE:	NONE
MINIMUM LOT WIDTH:	80 FEET @ BUILDING LINE
FRONT YARD SETBACK:	20 FEET
SIDE YARD SETBACK:	5 FEET
	(30 FOOT AGGREGATE)
REAR YARD SETBACK:	30 FEET
BUILDING HEIGHT:	35 FEET MAXIMUM
PROPOSED PRINCIPAL USE:	COMMUNITY RECREATION CENTER
PARKING REQUIRED:	1 SPACE FOR 100 SF OF POOL SPACE
POOL SIZE:	±3,200 SF (32 SPACES REQUIRED)
PARKING PROVIDED:	33 SPACES (3 HANDICAP ACCESSIBLE)
NOTES:	
1.	EXISTING VEGETATION SHALL BE UTILIZED AND SUPPLEMENTED AS NEEDED TO FULFILL ALL BUFFER REQUIREMENTS IN ACCORDANCE WITH SECTION 58-8 OF THE TOWN OF WEDDINGTON ZONING ORDINANCE



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9/3/15

**THE FALLS AT WEDDINGTON AMENITY PACKAGE**  
**SINGLE FAMILY SUBDIVISION**  
METROLINA PROPERTIES ET AL, TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP, UNION COUNTY, NC  
**OVERALL LAYOUT PLAN**

REVISIONS:  
DATE: APRIL 15, 2015  
DESIGNED BY: MEK  
DRAWN BY: MEK  
CHECKED BY: DCS  
SCALE: 1"=30'  
PROJECT #: 1014461  
SHEET #:  
**RZ-2.0**

PRELIMINARY NOT FOR CONSTRUCTION  
SUBJECT TO FINAL DESIGN CHANGES



Falls at Weddington Amenity Site  
Development Standards  
04/15/15

Site Development Data:

- Acreage: ±4.07 acres (177,153sf)
- Tax Parcel #: 06093007
- Existing Zoning: R-CD Residential Conservation District
- Proposed Zoning: R-CD (CZ) Residential Conservation District (Conditional Zoning)
- Existing Uses: Vacant.
- Proposed Uses: Community Recreation Center.
- Maximum Building Height: Building height shall be limited to 35 feet.
- Parking: 1 space for each 4 seats provided for patron use, plus 1 space for each 100 square feet of floor or ground area used for amusement or assembly but not containing fixed seats.

DEVELOPMENT STANDARDS

1. General Provisions:

a. Site Location: These Development Standards, Schematic Site Plan and other graphics set forth on attached Sheets RZ-2.0 and RZ-2.2 form this rezoning petition (collectively referred to as the "Rezoning Plan") associated with the Rezoning Petition filed by Falls at Weddington, LLC, ("Petitioner") to accommodate development of a Community Recreation Center on an approximately 4.07 acre site located at the intersection of Crofton Greenway and Turtleback Ridge within the Falls at Weddington development (the "Site").

b. Zoning Districts/Ordinance: Development of the Site will be governed by the Rezoning Plan as well as the applicable provisions of the Town of Weddington Zoning Ordinance (the "Ordinance"). Unless the Rezoning Plan establishes more stringent standards, the regulations established under the Ordinance for the R-CD zoning classification for the Site shall govern all development taking place on the Site.

c. Graphics and Alterations: The schematic depictions of the uses, parking areas, sidewalks, structures and buildings, detention ponds, and other site elements set forth on the Rezoning Plan should be reviewed in conjunction with the provisions of these Development Standards. The ultimate layout, locations and sizes of the development and site elements depicted on the Rezoning Plan as well as any schematic building elevations are graphic representations of the development and site elements proposed, and they may be altered or modified in accordance with the setback, yard and buffer requirements set forth on this Rezoning Plan and the Development Standards, provided, however, any such alterations and modifications shall not materially change the overall design intent depicted on the Rezoning Plan. Changes to the Rezoning Plan not permitted by the Rezoning Plan will be reviewed and approved as allowed by the Ordinance.

d. Number of Buildings Principal and Accessory: Notwithstanding the number of buildings shown on the Rezoning Plan, the total number of principal dwelling units to be developed shall not exceed 3 on Site. This shall not be considered a limitation on the number of accessory buildings permitted on Site as allowed per the Ordinance. Accessory buildings and structures will be constructed utilizing similar building materials, colors, architectural elements and designs as the principal building(s) located within the same Development Area as the accessory structure/building.

2. Transportation Improvements and Access:

a. Access:

i. The off-street parking provided for the proposed Community Recreation Center shall be accessed from the round-a-bout at the confluence of Crofton Greenway and Turtleback Ridge. Parking provided shall total but not be limited to 23 parking spaces of which at least 3 are handicap accessible.

3. Design Guidelines:

a. Statement of Overall Design Intent: It is intended that the plan for the Site provide a Community Recreation Center with a pool, cabana, and all supporting accessory uses for use by the residents of the Falls at Weddington community. Coordinated streetscape elements, landscaping, open spaces and quality building materials shall be provided to match the overall integrity and design of the Falls at Weddington development. The site plan for the Site will seek to emphasize pedestrian connections through the implementation of a well-connected sidewalk and trail system in and around the Site. Focal points and trail heads may be developed at multiple points along the trail system.

b. General Design Guidelines:

- The principal buildings constructed on the Site may use a variety of building materials. The building materials used for buildings will be a combination of the following: glass, brick, stone, pre-cast stone, precast concrete, cementitious siding (such as hard-plank), or wood. Vinyl as a building material will not be allowed except on windows and soffits.
- The Site will include focal points dispersed throughout the open space. These focal points may include some combination of landscaping, monumentation, water features, seating areas and/or art work features.
- Streetscape treatment will be a unifying element through the use of consistent paving, lighting, landscaping, and when provided site furnishings to match and integrate seamlessly with the Falls at Weddington development.
- Specialty pavers, stained and patterned concrete/paving or other similar means may be used to call attention to amenity areas, gathering spaces, plazas and as a method of way finding.
- Petitioner agrees to provide the Town of Weddington an "as-built" survey for all sidewalks and easements within the development at the time of completion of the project.

c. Pedestrian Access and Circulation Design Guidelines:

- The Petitioner will provide a sidewalk network that links the Community Recreation Center, parking areas and areas of interest on the Site with one another by way of links to sidewalks along the abutting public streets and/or other pedestrian features. The minimum width for these internal sidewalks will be five (5) feet.

d. Common Open Space Areas:

- Areas exclusive of platted lots and public rights of way shall be included as Common Open Space. Common Open Space Areas shall emphasize the preservation of natural areas including wetlands. Petitioner reserves the right to provide unheated outdoor community structures within the communal open space areas such as gazebos, arbors, pergolas, etc.
- The open space area surrounding existing lakes and/or water quality/storm water detention facilities may be improved as an amenity area with seating areas, a naturalized path and landscaping as the adjacent portions of the Site are developed.
- All Common Open Space shall be deeded to the HOA upon completion of the project and will be the maintenance responsibility of the HOA.

5. Environmental Features:

- The project will provide for storm water best management practices (BMPs) designed to meet regulatory requirements for storm water capture, treatment, volume attenuation and detention as applicable.
- The petitioner reserves the right to adjust the natural drainage boundaries of the site as required to meet program requirements of the development while meeting applicable storm water controls regulations as applicable. Pre-developed release rates shall be set for BMP discharge based on pre-developed natural drainage patterns.
- The location, size and type of storm water management systems depicted on the Rezoning Plan is subject to adjustment in order to accommodate actual storm water treatment requirements as applicable.
- The Petitioner has authorized and had completed a delineation and verification by the US Army Corps of Engineers of the Jurisdictional Waters of the US on this site which are shown on the Rezoning Plan. The Wetlands Consultant responsible for the delineation has completed an evaluation of the condition of the existing wetlands and waters on site. Petitioner shall complete a Concept Plan for compliance with the requirements of the Post Construction Controls Ordinance (PCCO) which must be approved by USI (Town of Weddington Engineering Consultant). Petitioner will implement an effective sedimentation and erosion control plan during construction to protect the jurisdictional waters and will closely monitor, in concert with USI, the performance of the plan during construction and during implementation of the PCCO Plan.

6. Signage:

- Signage as allowed by the Ordinance may be provided.

7. Lighting:

- All new lighting shall conform to the standards of the Ordinance.

8. Amendments to the Rezoning Plan:

a. Future amendments to the Rezoning Plan (which includes these Development Standards) may be applied for by the then Owner or Owners of the applicable Development Area portion of the Site affected by such amendment in accordance with the provisions herein and of the Ordinance.

9. Binding Effect of the Rezoning Application:

a. If this Rezoning Petition is approved, all conditions applicable to the development of the Site imposed under the Rezoning Plan will, unless amended in the manner provided herein and under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the Site or Development Areas, as applicable, and their respective heirs, devisees, personal representatives, successors in interest or assigns.

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9/3/15

THE FALLS AT WEDDINGTON AMENITY PACKAGE  
SINGLE FAMILY SUBDIVISION  
METROLINA PROPERTIES ET AL, TOWN OF WEDDINGTON, SANDY RIDGE TOWNSHIP, UNION COUNTY, NC

DEVELOPMENT STANDARDS

REVISIONS:  
07/23/15 - REVISIONS PER STAFF COMMENTS  
09/03/15 - REVISIONS PER OWNER COMMENTS

DATE: APRIL 15, 2015  
DESIGNED BY: MEK  
DRAWN BY: PHK  
CHECKED BY: MEK  
SCALE: AS SHOWN  
PROJECT #: 101461  
SHEET #:

RZ-2.2

PRELIMINARY NOT FOR CONSTRUCTION  
SUBJECT TO FINAL DESIGN CHANGES



Fortune  
Architects

8510 McAlpine Park Drive  
Suite 204  
Charlotte, North Carolina  
28211

704/366-3639  
704/364-9578 FAX

Residents'  
Swim Club  
at  
The Falls at  
Weddington  
Antioch Church Rd.  
Union County,  
North Carolina



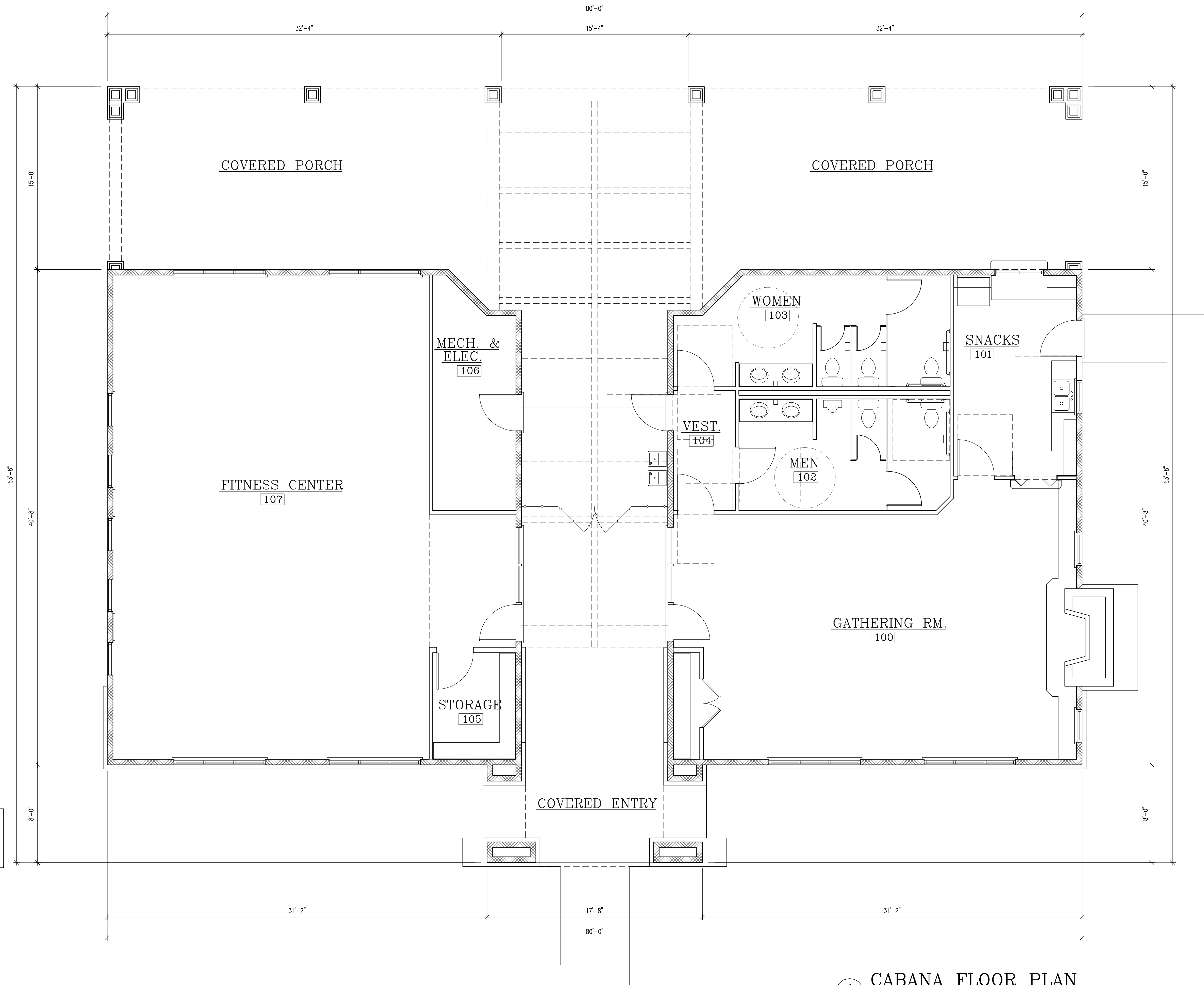
Content:  
CLUBHOUSE  
FLOOR PLAN

Project  
Date 01/26/15  
Revisions

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Sheet

A1.0



Area Tabulation

HEATED BUILDING AREA	2744 S.F.
COVERED PORCH AREA	1851 S.F.
TOTAL UNDER ROOF	4595 S.F.

Wall Legend

	2X6 WOOD STUDS @ 16" O.C. W/ R-19 MIN. BATT INSULATION
	2X4 WOOD STUDS @ 16" O.C.

NOTE:

1. TOTAL CHANGE IN HEIGHT AT DOORWAYS (INCLUDING THRESHOLD) IS NOT TO EXCEED 1/2" PER HANDICAPPED CODE REQUIREMENT.
2. TYPICAL INTERIOR PARTITIONS ARE 3 1/2" WIDE, UNLESS DIMENSIONED OTHERWISE.
3. INTERIOR DIMENSIONS ARE TO THE FACE OF STUDS UNLESS NOTED OTHERWISE.

CABANA FLOOR PLAN  
1  
A1.0  
1/4" = 1'

PLANS IN PROGRESS - NOT FOR CONSTRUCTION



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Architects

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Suite 204  
Charlotte, North Carolina  
28211

704/366-3639  
704/364-9578 FAX

Residents'  
Swim Club  
at  
The Falls at  
Weddington  
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North Carolina



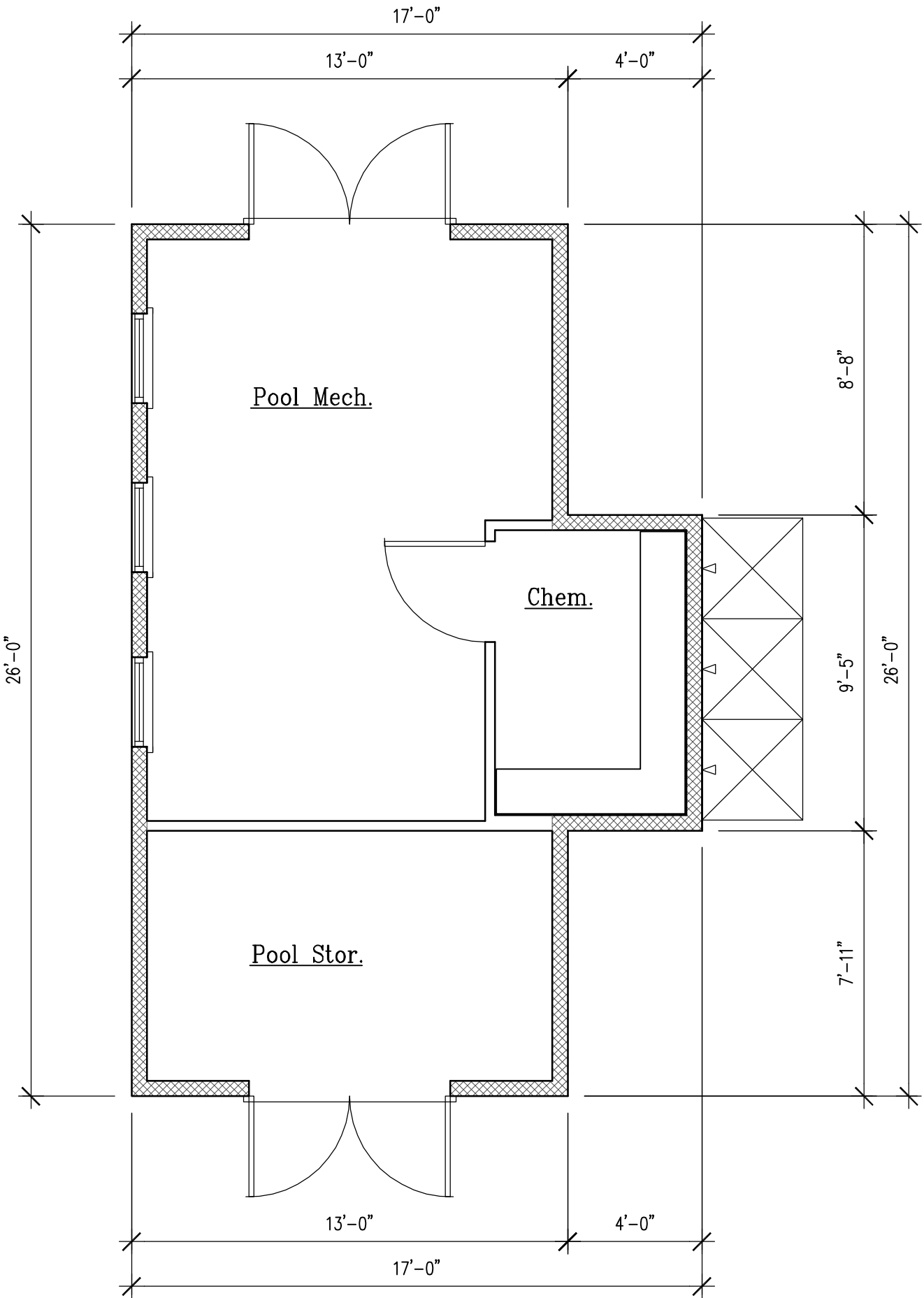
Content:  
CABANA  
FLOOR PLAN

Project  
Date 01/26/15  
Revisions

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Sheet

A1.1



Area Tabulation	
ENCLOSED BUILDING AREA	376 S.F.

Wall Legend	
	2X6 WOOD STUDS @ 16" O.C. W/ R-19 MIN. BATT INSULATION
	2X4 WOOD STUDS @ 16" O.C.

- NOTE:
1. TOTAL CHANGE IN HEIGHT AT DOORWAYS (INCLUDING THRESHOLD) IS NOT TO EXCEED 1/2" PER HANDICAPPED CODE REQUIREMENT.
  2. TYPICAL INTERIOR PARTITIONS ARE 3 1/2" WIDE, UNLESS DIMENSIONED OTHERWISE.
  3. INTERIOR DIMENSIONS ARE TO THE FACE OF STUDS UNLESS NOTED OTHERWISE.

1  
A1.0

CABANA FLOOR PLAN

1/4" = 1'

PLANS IN PROGRESS - NOT FOR CONSTRUCTION



Fortune  
Architects

8510 McAlpine Park Drive  
Suite 204  
Charlotte, North Carolina  
28211

704/366-3639  
704/364-9578 FAX

Residents'  
Swim Club  
at

The Falls at  
Weddington

Antioch Church Rd.  
Union County,  
North Carolina



Content:  
ELEVATIONS

Project  
Date 01/26/15  
Revisions

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is to be returned upon request.

Sheet

A3.0

PLANS IN PROGRESS - NOT FOR CONSTRUCTION



1  
A3.0  
1/4" = 1'  
FRONT ELEVATION

---

# TOWN OF WEDDINGTON

---

## MEMORANDUM

**TO:** Mayor Deter; Town Council

**FROM:** Julian Burton, Zoning Administrator/Planner

**DATE:** September 14<sup>th</sup>, 2015

**SUBJECT:** Update on proposed Weddington-Matthews Rd Improvements

---

Councilman Titherington and the Town Planner met with four DOT representatives on September 1<sup>st</sup> to further discuss safety and improvements on Weddington-Matthews Road. It was a productive meeting, and DOT agreed to the following action items:

1. Increase the size of both “curve/advisory speed limit signs (35mph)” and move them closer to the curve
2. Place chevron signs around the curve heading NE along Weddington-Matthews Rd
3. Move the "traffic signal" sign closer to the light at Weddington-Matthews and Antioch Church Rd
4. Place a new curve/advisory speed limit sign at the second curve (closer to the light)
5. Check to see if asphalt can be placed on the shoulder of the curve as a temporary measure until more permanent improvements can be made to the road.
6. Attempt to place the road improvement project on the DOT list of potential projects by the Nov. 1st deadline – Project would likely be primarily to fix the super elevation in the curve

---

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

---

## MEMORANDUM

**TO:** Mayor Deter; Town Council

**FROM:** Julian Burton, Zoning Administrator/Planner

**DATE:** September 14<sup>th</sup>, 2015

**SUBJECT:** Highclere Entry Monument

---

Please find the architectural and landscaping plans for the entry monuments for the approved major subdivision, Highclere. The plans show entryway monuments for the entrance off Rea Rd.

- All plants are on the List of Acceptable Plant Species.
- All monument structures are outside the right-of-way and sight triangles.
- Signs are under the required maximum area of 20 square feet per sign (Section 58-152.f.)

### Planning Board Action:

Recommended approval with the below-listed condition.

### Recommended Condition of Approval:

1. Any lighting shall meet the requirements of the Town of Weddington Lighting Ordinance.

# HIGHCLERE MONUMENTATION PACKAGE

## SINGLE FAMILY SUBDIVISION

TOWN OF WEDDINGTON  
WEDDINGTON, NORTH CAROLINA

LAND OWNER/  
APPLICANT

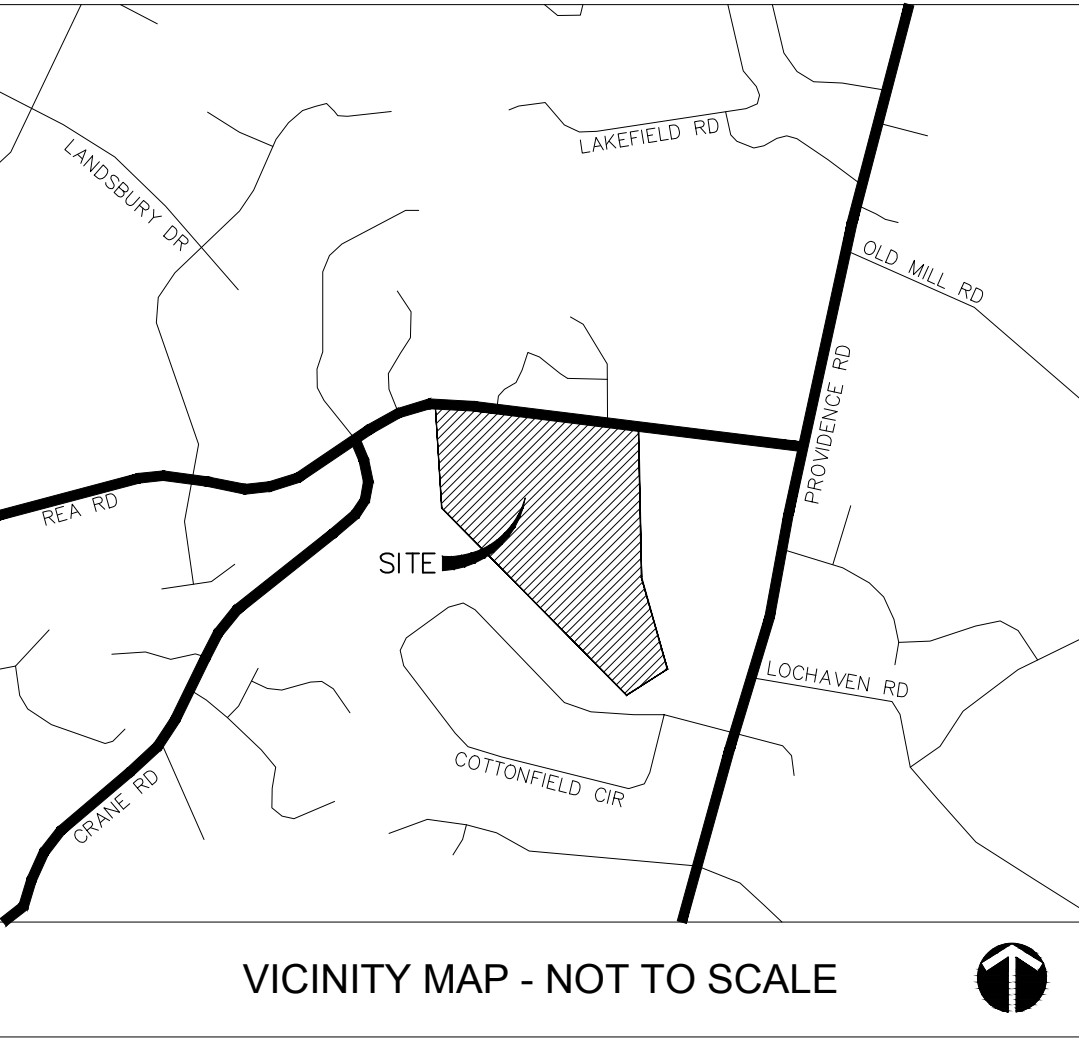
MFG Enterprises  
2701 Coltsgate Road  
Charlotte, NC 28211  
Phone: 704-552-5338

LANDSCAPE ARCHITECT

LandDesign, Inc.  
223 North Graham St.  
Charlotte, NC 28202  
Contact: Mark Kime  
Phone #: 704.333.0325

SHEET INDEX:

Chapter 1	
C-1.0	Cover Sheet
Chapter 2	
C-2.0	Site Reference Plan
C-2.1	Layout Plan
C-2.2	Site Details
C-2.3	Site Details
Chapter 3	
C-3.0	Planting Plan
C-3.1	Planting Details
C-3.2	Planting Details



REVISIONS:

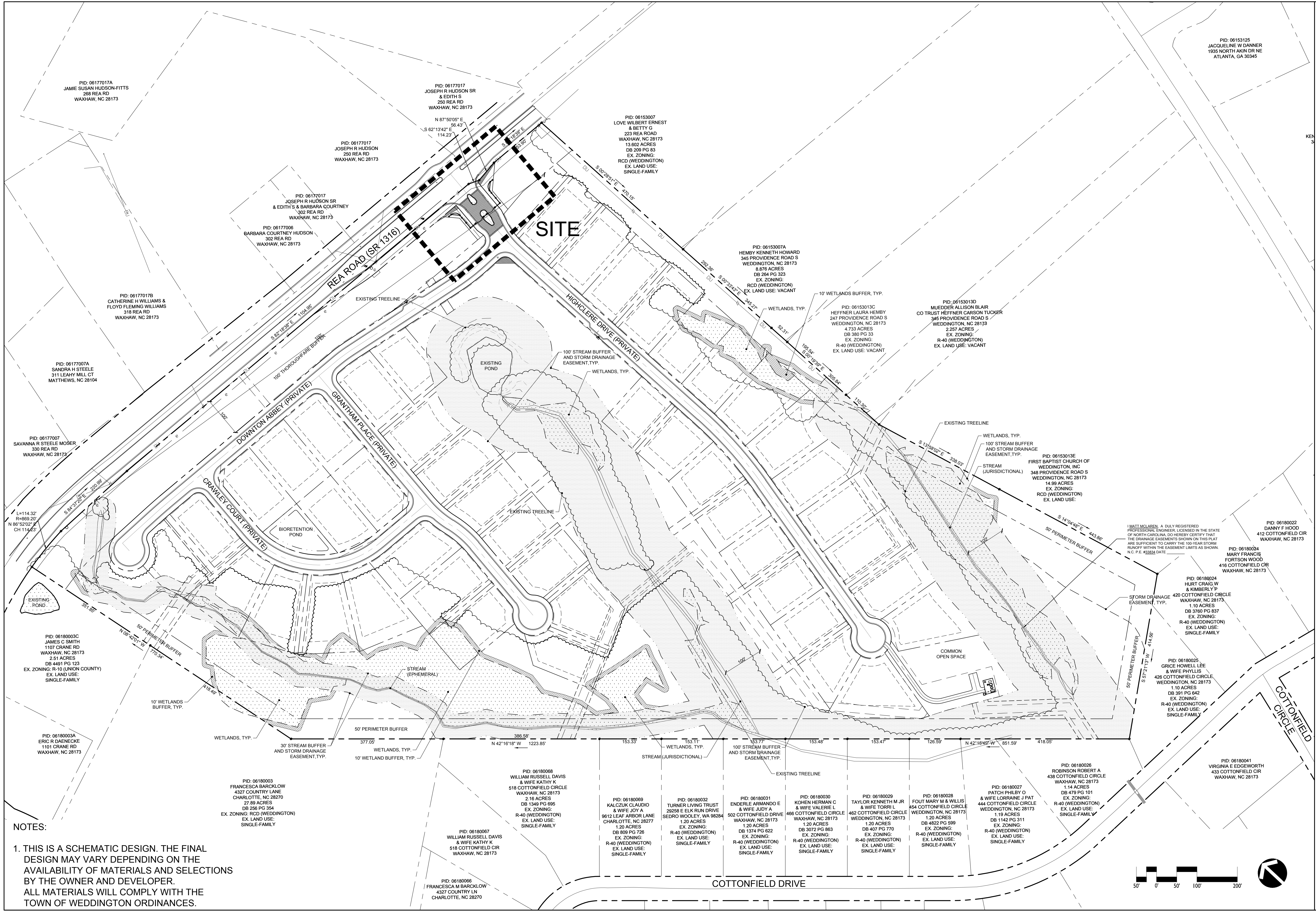
DATE: AUGUST 10, 2015  
DESIGNED BY: PMK  
DRAWN BY: PMK  
CHECKED BY: MEK  
SCALE: AS SHOWN  
PROJECT #: 1014064  
SHEET #:

C-1.0

HIGHCLERE ENTRY MONUMENTATION  
ENTRY DESIGN PACKAGE  
TOWN OF WEDDINGTON, NORTH CAROLINA (UNION COUNTY)  
COVER SHEET



LandDesign  
223 N Graham Street Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
www.LandDesign.com



NOTES:

1. THIS IS A SCHEMATIC DESIGN. THE FINAL DESIGN MAY VARY DEPENDING ON THE AVAILABILITY OF MATERIALS AND SELECTIONS BY THE OWNER AND DEVELOPER. ALL MATERIALS WILL COMPLY WITH THE TOWN OF WEDDINGTON ORDINANCES.

LandDesign

223 N Graham Street Charlotte, NC 28202  
V: 704.333.0325 F: 704.333.3246  
www.LandDesign.com

LAND DESIGN INC.

CORPORATE SEAL

NORTH CAROLINA

NORTH CAROLINA

PAUL E. KING

8/10/15

HIGHCLERE ENTRY MONUMENTATION

ENTRY DESIGN PACKAGE

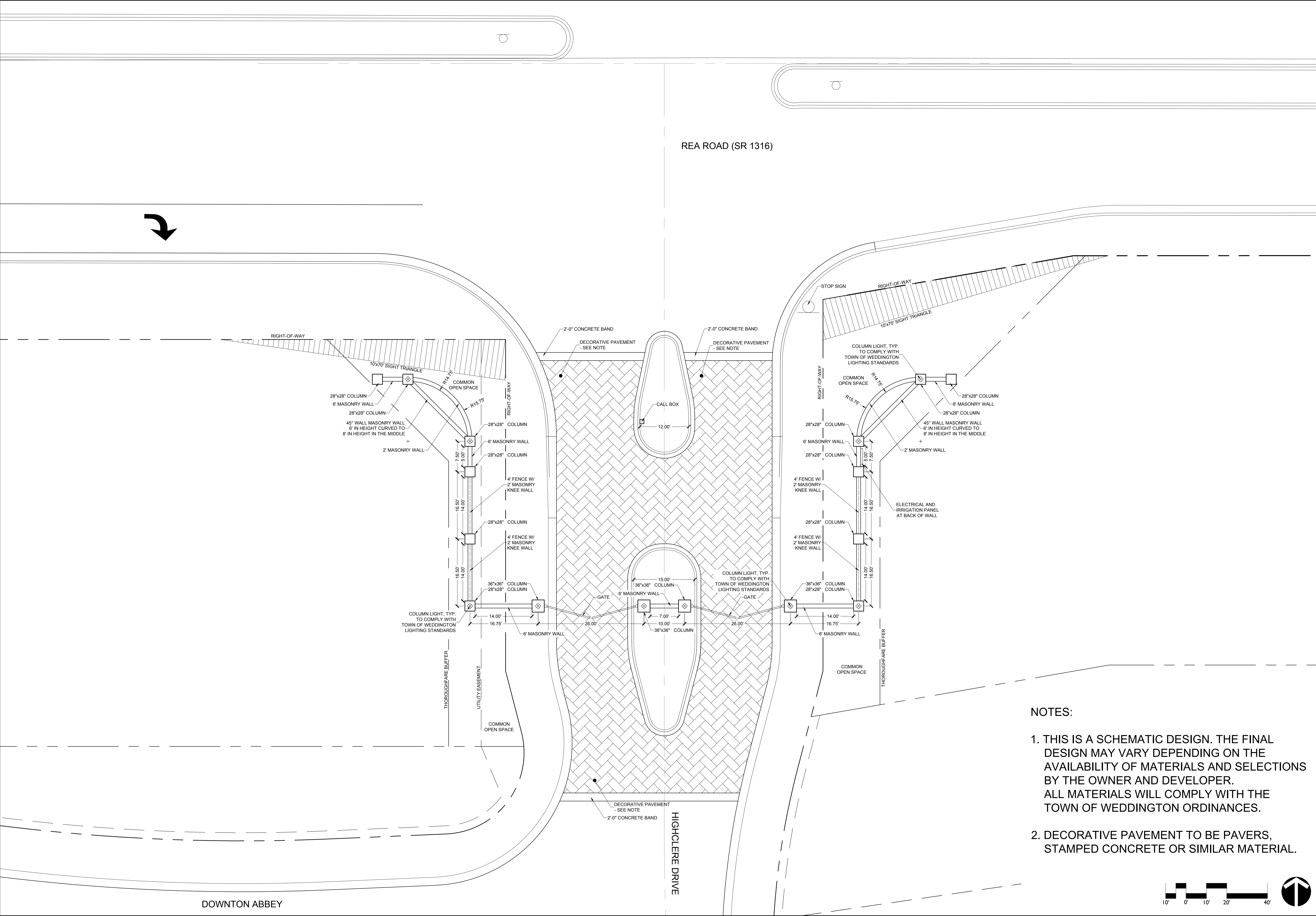
TOWN OF WEDDINGTON, NORTH CAROLINA (UNION COUNTY)

SITE REFERENCE PLAN

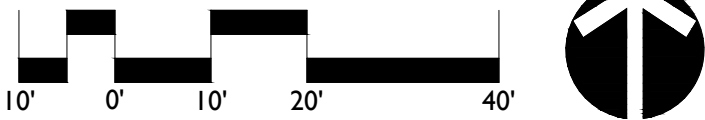
REVISIONS:

DATE: AUGUST 10, 2015  
DESIGNED BY: PMK  
DRAWN BY: PMK  
CHECKED BY: MEK  
SCALE: 1" = 100'  
PROJECT #: 1014064  
SHEET #:

C-2.0



- NOTES:
1. THIS IS A SCHEMATIC DESIGN. THE FINAL DESIGN MAY VARY DEPENDING ON THE AVAILABILITY OF MATERIALS AND SELECTIONS BY THE OWNER AND DEVELOPER. ALL MATERIALS WILL COMPLY WITH THE TOWN OF WEDDINGTON ORDINANCES.
  2. DECORATIVE PAVEMENT TO BE PAVERS, STAMPED CONCRETE OR SIMILAR MATERIAL.



DATE: AUGUST 10, 2015  
DESIGNED BY: MEK  
DRAWN BY: MEK  
CHECKED BY: MEK  
SCALE: 1"=10'  
PROJECT #: 1014064  
SHEET #:  
**C-2.1**

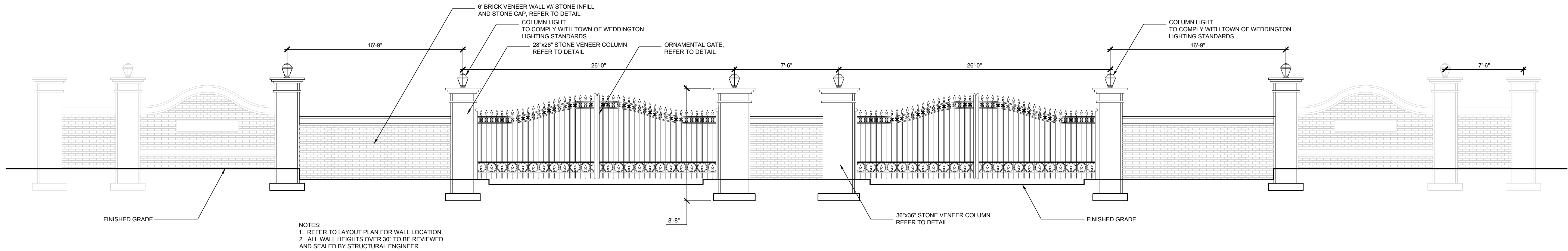
**HIGHCLERE ENTRY MONUMENTATION  
ENTRY DESIGN PACKAGE**  
TOWN OF WEDDINGTON, NORTH CAROLINA (UNION COUNTY)  
**LAYOUT PLAN**



**LandDesign**  
223 N Graham Street Charlotte, NC 28202  
V: 704.333.0225 F: 704.333.3746  
www.LandDesign.com



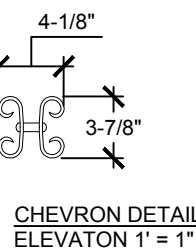
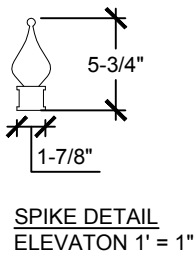
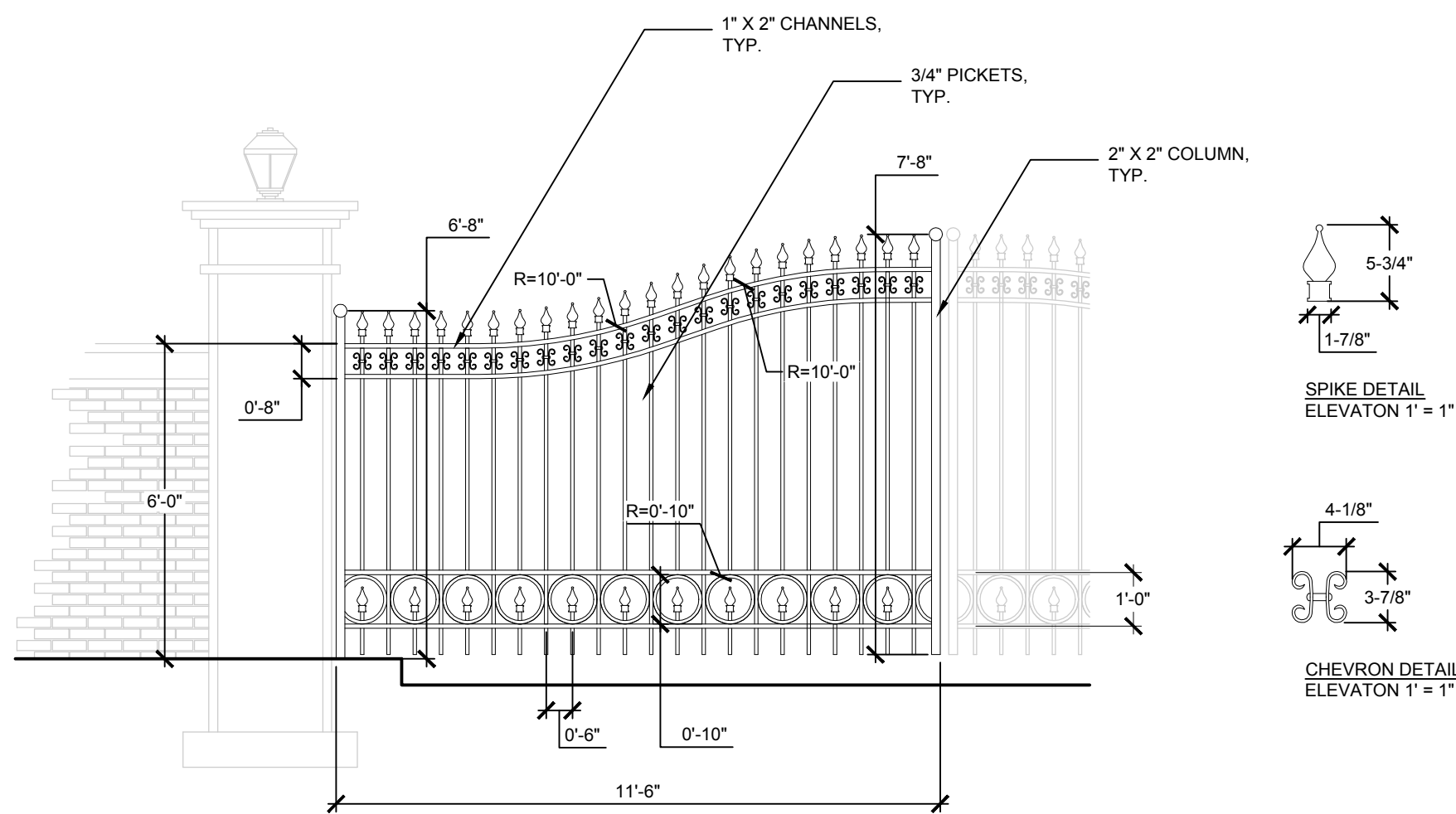
# ENTRY WALL ELEVATION



NOTES:  
 1. REFER TO LAYOUT PLAN FOR WALL LOCATION.  
 2. ALL WALL HEIGHTS OVER 30" TO BE REVIEWED AND SEALED BY STRUCTURAL ENGINEER.

**1 ENTRY WALL ELEVATION-FRONT**  
 C-2.3 ELEVATION

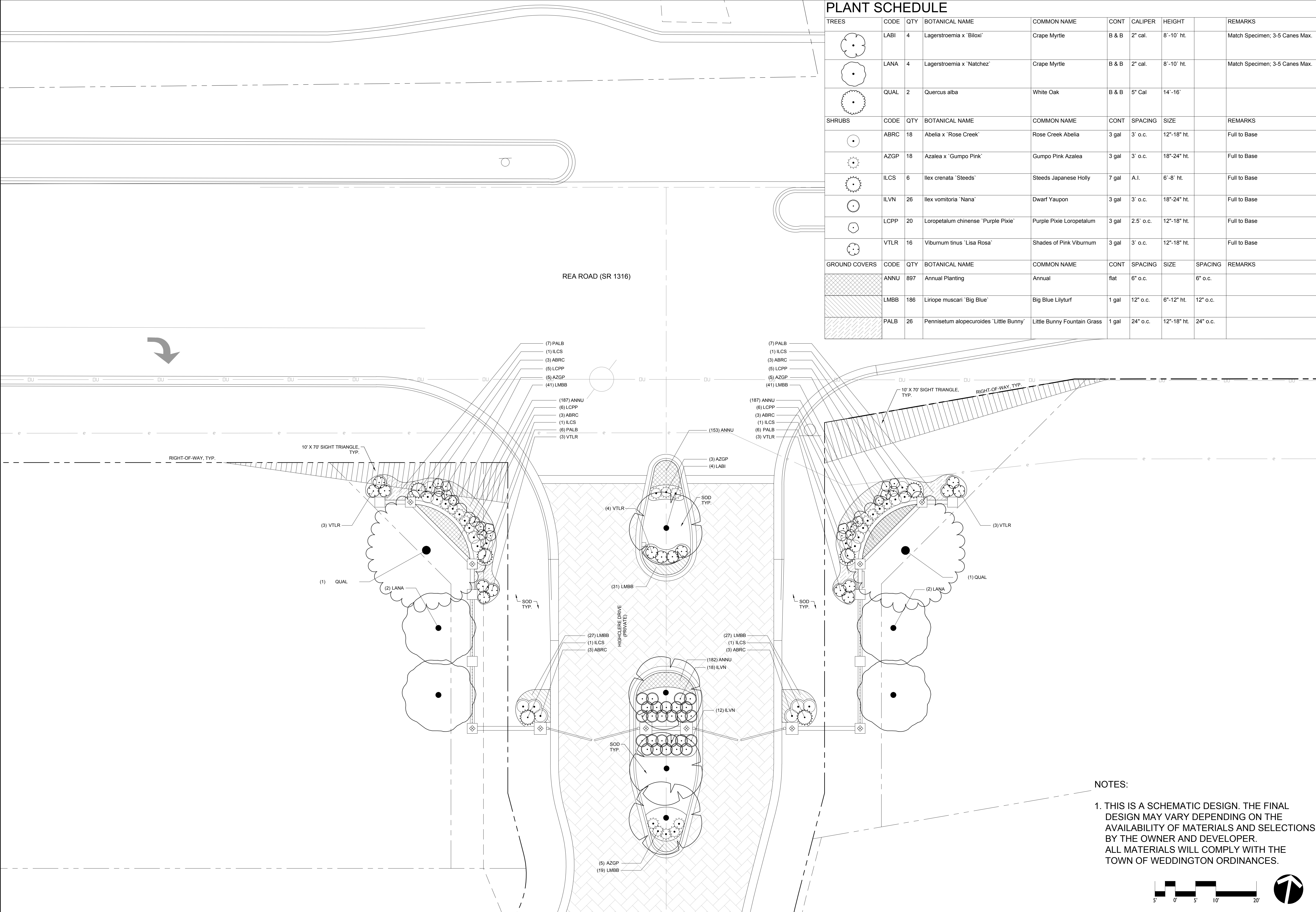
1/5" = 1'-0"



**2 ORNAMENTAL GATE**  
 C-2.3 ELEVATION

1/3" = 1'-0"

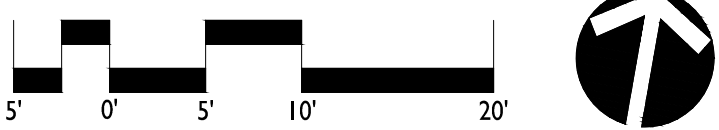
- NOTES:
- THIS IS A SCHEMATIC DESIGN. THE FINAL DESIGN MAY VARY DEPENDING ON THE AVAILABILITY OF MATERIALS AND SELECTIONS BY THE OWNER AND DEVELOPER. ALL MATERIALS WILL COMPLY WITH THE TOWN OF WEDDINGTON ORDINANCES.
  - MASONRY SCREEN WALLS TO BE BRICK AND/OR STONE VENEER.



PLANT SCHEDULE									
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	HEIGHT		REMARKS
	LABI	4	Lagerstroemia x 'Biloxi'	Crape Myrtle	B & B	2" cal.	8'-10' ht.		Match Specimen; 3-5 Canes Max.
	LANA	4	Lagerstroemia x 'Natchez'	Crape Myrtle	B & B	2" cal.	8'-10' ht.		Match Specimen; 3-5 Canes Max.
	QUAL	2	Quercus alba	White Oak	B & B	5" Cal	14'-16'		
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE		REMARKS
	ABRC	18	Abelia x 'Rose Creek'	Rose Creek Abelia	3 gal	3' o.c.	12"-18" ht.		Full to Base
	AZGP	18	Azalea x 'Gumpo Pink'	Gumpo Pink Azalea	3 gal	3' o.c.	18"-24" ht.		Full to Base
	ILCS	6	Ilex crenata 'Steeds'	Steeds Japanese Holly	7 gal	A.I.	6'-8' ht.		Full to Base
	ILVN	26	Ilex vomitoria 'Nana'	Dwarf Yaupon	3 gal	3' o.c.	18"-24" ht.		Full to Base
	LCPP	20	Loropetalum chinense 'Purple Pixie'	Purple Pixie Loropetalum	3 gal	2.5' o.c.	12"-18" ht.		Full to Base
	VTLR	16	Viburnum tinus 'Lisa Rosa'	Shades of Pink Viburnum	3 gal	3' o.c.	12"-18" ht.		Full to Base
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	SPACING	REMARKS
	ANNU	897	Annual Planting	Annual	flat	6" o.c.		6" o.c.	
	LMBB	186	Liriope muscari 'Big Blue'	Big Blue Lilyturf	1 gal	12" o.c.	6"-12" ht.	12" o.c.	
	PALB	26	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	1 gal	24" o.c.	12"-18" ht.	24" o.c.	

NOTES:

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HIGHCLERE ENTRY MONUMENTATION  
ENTRY DESIGN PACKAGE  
TOWN OF WEDDINGTON, NORTH CAROLINA (UNION COUNTY)  
PLANTING PLAN

REVISIONS:

DATE: AUGUST 10, 2015  
DESIGNED BY: PMK  
DRAWN BY: PMK  
CHECKED BY: MEK  
SCALE: 1"=10'  
PROJECT #: 1014064  
SHEET #:

LandDesign

223 N Graham Street Charlotte, NC 28202  
V: 704.333.0325 F: 704.333.3246  
www.LandDesign.com

LAND DESIGN INC.  
CORPORATE  
SEAL  
NORTH CAROLINA

8/10/15



MATERIALS

- A. TOPSOIL
1. TOPSOIL SHALL HAVE A PH VALUE FROM 5.6 - 7.6 AND SHALL BE NATURAL FERTILE. (AGRICULTURAL SOIL. BROWN IN COLOR) UNIFORM FRIABLE LOAM WITHOUT ADMXTURE OF SUBSOIL CONTAINING ORGANIC MATTER OF 5 PERCENT OR GREATER AND SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH.
  2. ALL TOPSOIL SHALL PASS A 1 INCH SCREEN AND 40 PERCENT SHALL PASS THE 100 MESH SCREEN. IT SHALL BE FREE OF ANY ADD-MIXTURE OF SUBSOIL, AND CONTAIN NO STONES, LUMPS, CLODS OF HARD EARTH, SLAG, CIDERS, STICKS, PLANTS OR THEIR ROOTS, TRASH OR OTHER EXTRANEIOUS MATERIALS.
  3. TOPSOIL MUST ALSO BE FREE OF PLANT PARTS OF BERMUDA GRASS, QUACKGRASS, JOHNSONGRASS, NUTSEDGE, POISON IVY, CANADA THISTLE, OR ANY NOXIOUS WEEDS AND SHALL NOT BE CONTAMINATED WITH ANY SUBSTANCE KNOWN HARMFUL TO THE GROWTH OF PLANTS OR HUMANS.
  4. TOPSOIL SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITION.
  5. TOPSOIL SOURCES SHALL BE TESTED BY A RECOGNIZED LABORATORY AT THE EXPENSE OF THE CONTRACTOR FOR PH, SOIL TEXTURE AND SOLUBLE SALTS. SALINITY SHALL NOT EXCEED 3 MILS PER CENTIMETER AT 25 DEGREES C AS DETERMINED BY SATURATED SOIL PASTE METHOD AS DESCRIBED IN USDA CIRCULAR #962. TEST RESULTS MUST BE PRESENTED IN WRITING TO THE LANDSCAPE ARCHITECT OR OWNER PRIOR TO PLACEMENT OF TOPSOIL ON SITE.
  6. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR CONTROL OF NOXIOUS OR INVASIVE SPECIES INTRODUCED BY CONTAMINATED TOPSOIL.
  7. TOPSOIL THAT HAS BEEN STOCKPILED FOR A LONG PERIODS SHALL BE INOCULATED TO REESTABLISH ITS MICROBIAL ACTIVITY.

- B. MULCH
- SHALL BE TWICE SHREDDED HARDWOOD, AGED 1 YEAR.

- C. DOLOMITE LIME
- SHALL BE AGRICULTURE GRADE GROUND LIMESTONE MEETING ASTM C51 AND CONTAINING NOT LESS THAN 85 PERCENT TOTAL OF CALCIUM MAGNESIUM CARBONATE, FREE OF IMPURITIES, WITH 95 PERCENT PASSING A NUMBER 8 SIEVE AND 40 PERCENT PASSING A NUMBER 100 SIEVE.

- D. SAND
- SHALL BE CLEAN, WASHED, COARSE, MASONRY SAND, RIVER SAND ,OR NUMBER 2 BUILDERS SAND MEETING ASTM C 33.

- E. TRACE ELEMENTS
- SHALL BE ADDED AS REQUIRED BY SOILS TEST .

- F. SEWAGE SLUDGE
- WHEN DESIGNATED IN WRITING, COMPOSTED SEWAGE SLUDGE MAY BE USED AND SHALL BE COMMERCIALY AVAILABLE, HIGH QUALITY, ENVIRONMENTALLY SAFE, STERILE, EPA APPROVED SOIL PRODUCT FOR AGRONOMIC USE. IT SHALL CONSIST OF SEWAGE SLUDGE WHICH HAS BEEN COMBINED WITH WOOD CHIPS OR OTHER BULKING AGENT, AERATED AND COMPOSTED FOR 21 DAYS INCLUDING 3 DAYS AT 131 DEGREE F. THE SEWAGE SLUDGE SHALL BE AGED, SHREDDED AND SCREENED AND EXHIBIT THE FOLLOWING CHARACTERISTICS:

PH: 5.6 - 7.7	TOTAL NITROGEN (N) 1.2 PERCENT AVAILABLE
	PHOSPHORIC ACID (P205) 1 PERCENT SOLUBLE
	POTASH (K2O) .25 PERCENT
	MICRO-NUTRIENT CONTENT (FE, MN, S, ZN, NI, CU, B)
	LOW CADMIUM CONTENT
	EPA APPROVAL PATHOGEN DESTRUCTION

- G. LEAF MOLD SHALL BE COMPOSTED LEAF MATERIAL, FREE OF NOXIOUS WEEDS AND DETRIMENTAL INSECTS.

- H. COMMERCIAL FERTILIZER
- TO MEET FED. SPECIFICATION Q-F-241 TYPE 1 GRADE NOTED, LEVEL B. THE FERTILIZER SHALL BE GRANULAR UNLESS PACKETS, TABLETS, OR STAKES TO BE USED WITH MINIMUM OF 50 PERCENT OF TOTAL NITROGEN IN ORGANIC FORM WITH NO CYANAMID COMPOUNDS OR HYDRATED LIME MIXES TO BE ADDED OR FOUND IN THE FERTILIZER.

- I. OTHER ACCEPTABLE FERTILIZER FORMS:
1. FOR TREES  
ANUTRI-PAK  
JRP INTN-L, INC.  
17 FOREST AVENUE  
FOND DU LAC, WISCONSIN 54935
  2. AJOBBES, PLANT SPIKES - FOR TREES AND SHRUBS.
  3. ALAWN PRO OR SIMILAR APPROVED SLOW RELEASE FERTILIZER FOR LAWNS WITH THE FOLLOWING RATIO:  
3 NITROGEN  
1 PHOSPHORIC ACID  
2 POTASH
  4. AHOLLY-TONE OR SIMILAR APPROVED WITH CHELATED IRON FOR EVERGREEN PLANTS.

- J. PEAT
1. SHALL CONFORM TO FEDERAL SPECIFICATION Q-P-166C. PEAT MOSS; PEAT HUMUS; AND PEAT, REED-SEGE.
  2. SHALL BE LOW IN WOODY MATERIAL AND FREE OF MINERAL OR OTHER MATERIAL HARMFUL TO PLANT LIFE.
  3. THE MIN. ORGANIC CONTENT TO BE APPROX. 90% WITH ACID REACTION FROM 4-5 PH, AND MOISTURE ABSORPTIVE CAPACITY NOT LESS THAN 450 PERCENT.
  4. HUMUS TO BE SHREDDDED, DRIED AND STERILIZED TO PASS 1/4 INCH SCREEN.
  5. MOSS SHALL BE PULVERIZED AND HORTICULTURAL GRADE SPHAGNUM MOSS FREE OF EXTRANEIOUS OR HARMFUL MATERIAL.
  6. TO BE FINELY MILLED BLACK MICHIGAN PEAT OR OTHER SIMILAR APPROVED.

- K. MANURE
1. SHALL BE WELL-ROTTED HORSE OR COW (OR COMBINATION THEREOF) MANURE. NOT TO CONTAIN OVER 25% STRAW OR LITTER. IT SHALL BE FREE OF FRESH MANURE, SAWDUST, WOOD CHIPS, LEATHER CHIPS, TAN BARK, LONG STRAW, SOFT HAY, STONES, FOREIGN INJURIOUS SUBSTANCES OR CHEMICALS USED TO HASTEN DECOMPOSITION.
  2. TO BE TWO YEARS OLD MAXIMUM, NINE MONTHS MINIMUM WITH MINIMUM OF THREE TURNINGS WITHIN THIS TIME PERIOD.
  3. NO BURNED OR FIRE-FANGED MANURE WILL BE ACCEPTABLE.

- L. SOIL AMENDMENTS
- DIATOMACEOUS EARTH SOIL AMENDMENT CONSISTING OF SILICA, ALUMINA, IRON OXIDE AND SHALL HAVE 0.1 TO 1 MICRON PORE SIZE, WITH A MINIMUM OF 113 PERCENT WATER ABSORPTION, MAXIMUM 19 PERCENT LOSS SULPHATE SOUNDNESS, 80 PERCENT TOTAL POROSITY, A TOTAL OF 54 PERCENT TO PASS 10 MESH SCREEN, 96 PERCENT TO PASS 80 MESH SCREEN.

1

C-3.2

SOIL AMENDMENTS

NOTES:

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8/10/15

REVISIONS:

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# TOWN OF WEDDINGTON

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## MEMORANDUM

**TO:** Mayor Deter; Town Council

**FROM:** Julian Burton, Zoning Administrator/Planner

**DATE:** September 14<sup>th</sup>, 2015

**SUBJECT:** Atherton Estates Conventional Subdivision Final Plat Phase 2 Map 1

---

Shea Homes submits a final plat application for 24 lots of the approved 130 lot Conventional Subdivision on 170.81 acres located on Cox Rd. Map 1 (12 Lots) was previously approved by the Council on August 11<sup>th</sup>, 2014, and Map 1B (13 Lots) was previously approved by the Council on February 9<sup>th</sup>, 2015.

### **Application Information:**

Subdivision Name: Atherton Estates  
Date of Application: 7/15/2015  
Applicant/Developer Name: Shea Homes, Chase Kerley  
Owner Name: Shea Atherton  
Property Location: Weddington Road, Weddington-Matthews Road, and Cox Road  
Existing Zoning: RCD and R-40  
Proposed Zoning: R-40  
Existing Land Use: Residential Conservation and Traditional Residential (no change required)  
Existing Use: Vacant Land  
Proposed Use: Single Family Residential Subdivision  
Parcel Size: An assemblage of 170.81 acres (Phase 1 Map 1 is 31.07 acres).

### **Project Information:**

The Atherton Estates Subdivision is a proposed 130 lot subdivision on 170.81 acres comprised of six parcels. The subdivision is located on and accessed by Weddington Road, Weddington-Matthews Road and Cox Road and is being developed by Shea Homes as a conventional subdivision.

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

### **Background Information:**

- A pre-sketch conference was held January 3, 2013.
- Public Involvement Meetings were held on Tuesday, November 19<sup>th</sup> on-site from 12:00pm-2:00pm and Thursday, November 21<sup>st</sup> at Town Hall from 4:30-6:30pm.
- The Zoning Administrator approved the Sketch Plan on October 30, 2013.
- The Town Council approved the Preliminary Plat on January 13<sup>th</sup>, 2014.
- The Town Council approved Final Plat Map 1 on August 11<sup>th</sup>, 2014.
- The Town Council approved Final Plat Map 1B on February 9<sup>th</sup>, 2015.

### **General Information:**

- Phase 2 Map 1 is 24 lots on 31.07 acres.
- The applicant is required 10% or 16.53 acres of open space after dedicating 4.45 acres of right-of-way to NCDOT and one acre for the future amenity area. 1.67 acres of open space is included in Phase 2 Map 1.
- Development standards are as follows:
  - Minimum lot size - 40,000 sq. feet
  - Minimum lot width - 120 feet
  - Minimum front yard setback - 50 feet
  - Minimum rear yard setback – 40 feet
  - Minimum side yard setback – 15 feet
  - Minimum corner side yard setback – 25 feet
- Lot 115 is the smallest lot within Phase 2 Map 1 is Lot 115 (40,185 sq. ft.)

### **Infrastructure and Natural Resources**

- US Infrastructure provided a letter of approval for all phases of Atherton Estates on April 16<sup>th</sup>, 2015.
- Phase 2 Map 1 will be served by Union County water and sewer.

### **Bonds and Covenants**

- Bond estimates for both water and infrastructure are currently being reviewed by USI.
- Declared Covenants, Conditions and Restrictions (CCR's) for Atherton have been reviewed and approved by the Town Attorney.

### **Additional Information**

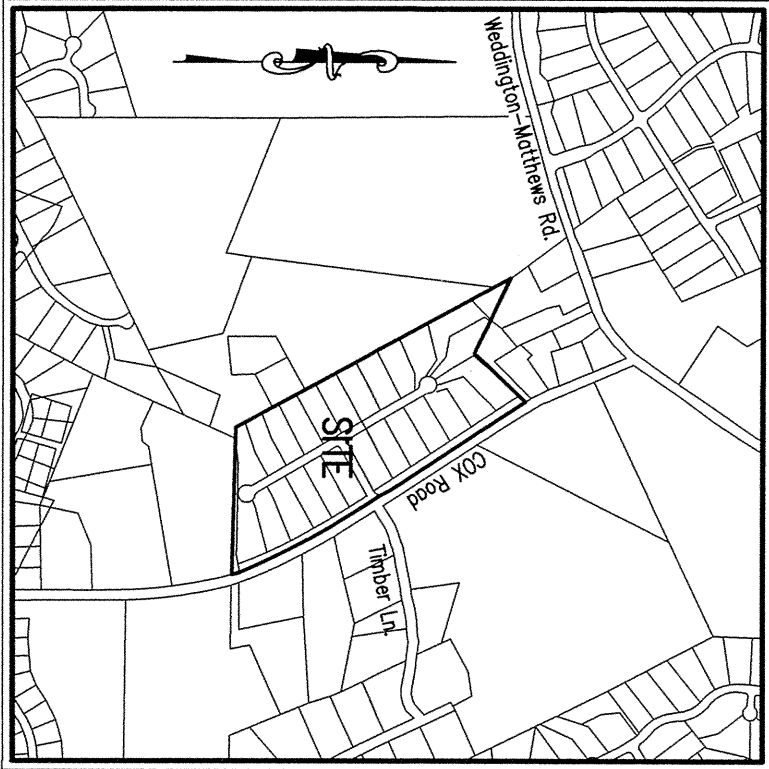
- The Lighting Plan for the entire subdivision was approved by the Planning Board on July 28<sup>th</sup>, 2014.

**Planning Board Action:**

Recommended Approval with below-listed conditions - Unanimous

**Recommended Conditions of Approval:**

1. Performance and Maintenance Bonds to be approved US Infrastructure.
2. Each remaining lot to be recorded in the Atherton subdivision shall include on its Deed a statement that any roads in the subdivision that are not accepted by NCDOT are private and not the responsibility of the Town of Weddington and shall be maintained by the Atherton Homeowners Association or its Developer.
3. 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.
4. Coordinate with USPS and DOT to provide cluster mailboxes within subdivisions
5. Individual home addresses must be clearly visible from the roadway.



Vicinity Map

(N/T/S)

- NOTE
1. Roads Right-of-way are dedicated to the public and shall be publicly maintained.
  2. Street grades and typical street cross sections shall be built according to the approved construction plans as depicted on the approved preliminary plat on file with the Town of Weddington.
  3. Future ownership and maintenance of common open space and thoroughfare buffer area within the development shall be dedicated to the Atherton Estates Owner's Association Inc. and will not be the responsibility of the Town of Weddington.
  4. The purpose of the Storm Drainage Easement (SDE) is to provide storm water conveyance. Buildings are not permitted in the easement area. Any other objects which impede storm water flow or system maintenance are also prohibited.

LEGEND

- Sanitary Sewer Easement SSE
- Storm Drainage Easement SDE
- Common Open Space COS
- Iron Pin Set IPS
- Iron Pin Found IPF



Surveyor:  
Lawrence Associates  
106 W. Jefferson St.  
Monroe, NC 28112  
ph. 704-289-1013  
Contact: F. Donald Lawrence

Engineer:  
DPR Associates  
420 Hawthorne Lane  
Charlotte, NC 28204  
ph. 704-332-1204  
Contact: Hy V. Nguyen

Owner:  
SLV NC3, LLC  
680 Fifth Avenue  
25th Floor  
New York, NY 10019  
ph. 704-995-4981  
Contact: Bill Doleure

Site Data:  
Parcel ID: 06-123-011  
Deed Reference: Db. 6362, Pg. 343.  
Zoning: R-CD (Town of Weddington)  
Total Lots: 24  
Smallest Lot: Lot 115 (40,185 sf.)  
Street Data: 1,772 LF  
Total Acreage: 31.07 ac.  
Dedicated R/W: 3.45 ac.  
Temporary R/W: 0.08 ac.  
Acreage in Lots: 23.46 ac.  
Thoroughfare buffer: 2.10 ac.  
Common Open Space: 1.67 ac.  
Dedicated to Parcel 06-123-003C: 0.35 ac.  
Minimum Lot Area: 40,000 sf  
Min. Lot Width: 120' (Measured at Setback)  
Yard Requirements:  
Front Setback: 50' Minimum (from R/W)  
Rear Setback: 40'  
Side Setback: 15'  
Side Corner Setback: 25'

**LAWRENCE ASSOCIATES**

106 W. Jefferson St.  
Monroe, North Carolina 28112  
P 704-289-1013 866-557-8051  
F 704-283-9035  
www.lawrencesurveying.com  
Firm License Number: C-2856

Final Record Plat of

Atherton Estates Phase 2, Map 1

Property of SLV NC3, LLC

Town of Weddington  
County of Union, North Carolina

Job No. 3427 Drawing file: 3427 RM Phase 2.dwg Drawing no. 15/110

REVISIONS
7-20-15 MCM
8-12-15 MCM



### Vicinity Map

(N/TS)

I, Hy Nguyen, a duly registered Professional Engineer, licensed in the State of North Carolina, do hereby certify that the drainage easements shown on this plat are sufficient to carry the 10 year storm runoff within the easement limits as shown.

N.C.P.E. # \_\_\_\_\_

Date: \_\_\_\_\_

(Signature and Seal)

Certificate of approval of the design and installation of streets, utilities, and other required improvements.

I hereby certify that all streets and other required improvements have been installed in as acceptable manner and according to NC Department of Transportation and/or Town of Weddington specifications and standards in the Atherton Estates Subdivision or that guaranties of the installation of the required improvements in an amount and manner satisfactory to the Town of Weddington have been given and received.

Mayor of the Town of Weddington, North Carolina Date \_\_\_\_\_

Certificate of Approval

I hereby certify that the subdivision plot shown hereon has been found to comply with the Subdivision Regulations of the Town of Weddington, North Carolina and that this plot has been approved by the Weddington Town Council for recording in the Office of the Register of Deeds of Union County, North Carolina.

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Mayor of the Town of Weddington, North Carolina

### NOTES

REBAR SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

AREAS COMPUTED USING COORDINATE GEOMETRY.

THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED.

ALL ADJOINING PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW OR FORMERLY".

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES

LAWRENCE ASSOCIATES MAKES NO GUARANTEES TO THE COMPACTION OR TO THE NONEXISTENCE OF ADDITIONAL SPOILS AREAS.

BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED

AN ADDITIONAL 10' TEMPORARY CONSTRUCTION EASEMENT SHALL BE RESERVED OUTSIDE OF ALL GENERAL UTILITY EASEMENTS.

AN ADDITIONAL 10' TEMPORARY CONSTRUCTION EASEMENT (S' EITHER SIDE OF 20' FUTURE UTILITY EASEMENT) SHALL BE RESERVED OUTSIDE OF ALL UTILITY EASEMENTS.

CLUSTER BOX UNITS (CBUs) TO BE LOCATED WITHIN THE NCDOT RIGHT-OF-WAY LOCATIONS WILL BE COORDINATED WITH AND APPROVED BY NCDOT.

**Flood Certification**  
I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 37104476004, dated October 16, 2008 and hereby certify that this property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.  
Use of land within a flood way or flood plain is substantially restricted by Article XXIV of the Union County Land Use Ordinance.

Certificate of Survey and Accuracy  
State of North Carolina, Union County  
I, E. Donald Lawrence, certify that this plot was drawn under my supervision from an actual survey made under my supervision (deed recorded in Book and Page as shown); that the boundaries not surveyed are clearly indicated as dashed lines drawn from adjoining owners deeds as shown; that the ratio of precision as calculated is 1:10,000 or better; that this plot was prepared in accordance with G.S. 47-30 as amended.  
This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.  
Witness my original signature, registration number and seal this the

14 day of August, A.D. 2015

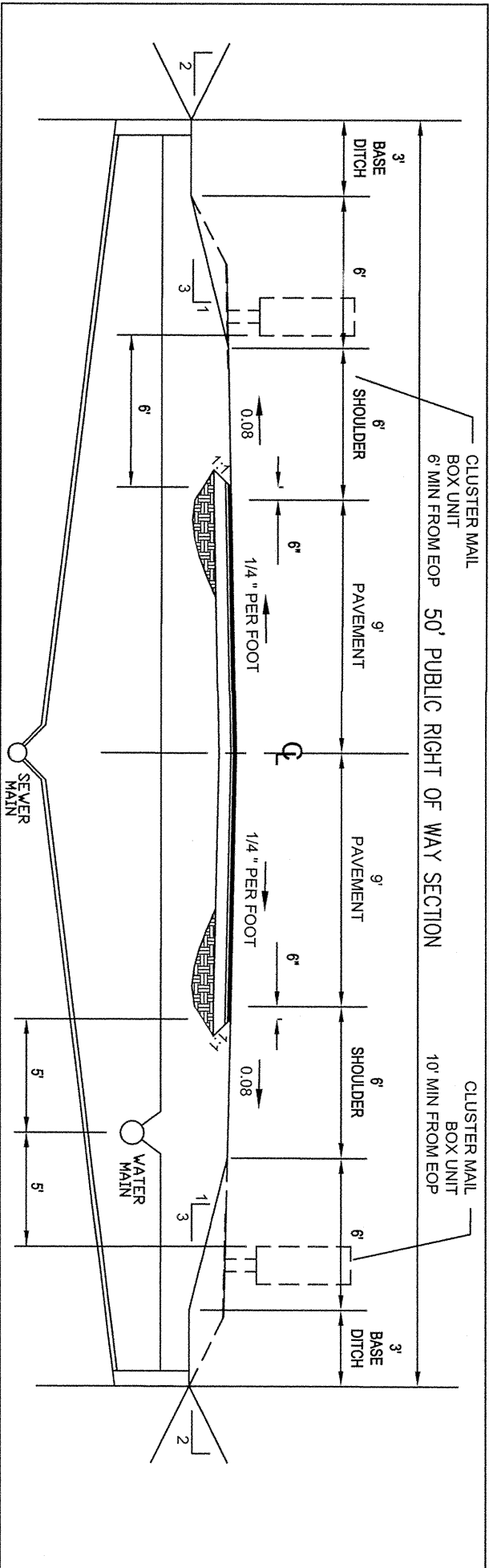
F. Donald Lawrence, NCP.LS L-1290



State of N.C.  
County of Union  
I, Andrew O. Lawrence, a notary public of Union County, North Carolina certify that F. Donald Lawrence, a professional land surveyor personally appeared before me this day and acknowledged the execution of the foregoing instrument.  
Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2015.  
My commission expires 5/22/2016.

Notary Public

State of North Carolina  
County of Union  
I, \_\_\_\_\_ Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
Date \_\_\_\_\_ Review Officer \_\_\_\_\_



CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	50.00	75.58	68.59	N75°56.31'W
C2	15.00	23.81	21.39	S151°56.38'W
C3	15.05	23.29	21.04	S74°43.23'E
C4	50.00	78.54	70.71	N11°53.49'E
C5	25.00	21.03	20.41	S54°17.44'E
C6	50.00	30.99	30.50	N60°37.56'W
C7	50.00	63.42	59.25	N65°32.14'W
C8	50.00	94.41	81.00	S36°06.21'E
C9	25.00	21.03	20.41	N66°06.21'W
C10	25.00	13.06	12.91	S151°41.3'E
C11	50.00	39.12	38.13	N27°41.06'W
C12	50.00	35.76	35.00	N63°35.02'W
C13	50.00	35.76	35.00	S73°26.29'W
C14	50.00	35.76	35.00	S32°28.00'W
C15	50.00	25.21	24.94	S02°27.51'E
C16	50.00	65.86	61.20	S54°38.40'E
C17	25.00	27.13	25.82	N61°17.29'W
C18	50.00	3.37	3.37	N68°49.31'E

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	123.67	S33°06.08'E	L46	46.50	N29°17.58'W	L97	97.85	S33°21.03'E
L2	70.73	S32°48.03'E	L47	53.17	N30°36.53'W	L98	97.77	N33°21.03'W
L3	53.32	S32°28.23'E	L48	48.03	N30°38.53'W	L99	196.96	N33°25.02'W
L4	49.46	S31°54.51'E	L49	46.56	N31°11.58'W	L100	98.90	N33°31.24'W
L5	47.73	S31°41.20'E	L50	47.54	N31°41.20'W	L101	97.71	N33°37.56'W
L6	47.23	S31°11.58'E	L51	49.25	N31°54.51'W	L102	102.02	N33°52.46'W
L7	46.19	S30°38.53'E	L52	50.14	N32°28.23'W	L103	96.76	N33°56.08'W
L8	53.52	S30°36.53'E	L53	10.11	N28°44.25'W	L104	52.01	N33°30.06'W
L9	46.92	S29°17.58'E	L54	56.69	N27°21.43'W	L105	51.64	N33°01.36'W
L10	49.34	S28°58.40'E	L55	46.48	N33°06.14'W	L106	52.12	N32°52.52'W
L11	51.60	S28°54.40'E	L56	30.00	N56°46.22'E	L107	51.13	N31°36.27'W
L12	49.54	S27°22.24'E	L57	25.92	N27°22.34'W	L108	13.72	N30°46.00'W
L13	49.06	S26°29.12'E	L58	50.48	S31°26.52'E	L109	50.73	S31°36.27'E
L14	47.61	S25°14.45'E	L59	48.12	N28°58.40'W	L110	52.74	S32°50.52'E
L15	49.30	S24°17.51'E	L60	28.28	N29°17.58'W	L111	40.22	S33°01.36'E
L16	46.86	S23°53.27'E	L61	17.80	N29°17.58'W	L112	11.69	S33°01.36'E
L17	50.20	S22°16.21'E	L62	52.57	N30°26.53'W	L113	52.26	S33°30.06'E
L18	49.11	S20°56.37'E	L63	47.79	N30°36.53'W	L114	95.93	S33°36.09'E
L19	50.86	S19°06.50'E	L64	2.18	N31°11.58'W	L115	13.65	S33°52.46'E
L20	42.37	S17°49.50'E	L65	44.33	N31°11.58'W	L116	88.39	S33°52.46'E
L21	24.80	N68°51.25'W	L66	47.23	N31°41.20'W	L117	58.61	S33°37.56'E
L22	6.92	N68°51.25'W	L67	20.36	N31°54.51'W	L118	38.95	S33°37.56'E
L23	42.89	N18°10.06'W	L68	52.70	N32°28.23'W	L119	95.81	S33°31.24'E
L24	50.50	S18°58.07'W	L69	50.86	N32°48.03'W	L120	3.00	S33°31.24'E
L25	30.97	N19°06.50'W	L70	47.15	N32°48.03'W	L121	131.30	S33°25.02'E
L26	46.90	N20°36.37'W	L71	3.09	N60°53.40'E	L122	65.59	S33°25.02'E
L27	46.49	N22°16.21'W	L72	76.14	S98°45.15'E	L123	95.81	S33°21.03'E
L28	45.45	N23°52.27'W	L73	58.30	N69°15.01'W	L124	37.82	S33°21.03'E
L29	12.72	N24°17.51'W	L74	78.80	S98°15.44'E	L125	96.09	S33°06.08'E
L30	35.29	N24°17.51'W	L75	50.50	N73°48.26'E	L126	60.44	S19°21.43'E
L31	46.09	N25°14.45'W	L76	20.19	S24°07.00'E	L127	15.63	S17°42.25'W
L32	47.38	N26°29.12'W	L77	80.44	S73°48.26'W	L128	112.62	S34°19.45'E
L33	22.28	N27°22.34'W	L78	55.35	N78°58.07'E	L129	146.23	S51°17.05'E
L34	70.01	S60°53.40'W	L79	10.10	S24°17.51'E	L130	115.35	S56°19.58'E
L35	48.18	N68°20.42'E	L80	10.10	S24°17.51'E	L131	98.16	S86°33.22'E
L36	38.87	N19°06.50'W	L81	73.92	S31°36.27'E	L132	70.09	S28°33.27'E
L37	48.28	N20°56.37'W	L82	51.73	S32°52.52'E	L133	40.66	S45°20.59'W
L38	49.56	N22°16.21'W	L83	51.48	S33°01.36'E			
L39	46.33	N23°52.27'W	L84	51.86	S33°30.06'E			
L40	48.81	N25°14.45'W	L85	95.66	S33°36.09'E			
L41	47.04	N26°29.12'W	L86	102.02	S33°52.46'E			
L42	48.50	N26°29.12'W	L87	97.80	S33°37.56'E			
L43	49.04	N27°22.34'W	L88	99.95	S33°31.24'E			
L44	51.18	N28°24.40'W	L89	97.36	S33°27.13'E			
L45	49.11	N28°58.40'W						



**LAWRENCE ASSOCIATES**

106 W. Jefferson St.  
Monroe, North Carolina 28112  
P 704-289-1013 866-557-8051  
F 704-283-9035  
www.lawrenceurveying.com  
Firm License Number: C-2856

### Final Record Plat of

**Atherton Estates Phase 2, Map 1**  
**Property of SLV NC 3, LLC**

**Town of Weddington**  
**Sandy Ridge Township, Union County, NC**

Sheet 2 of 2

REVISIONS

7-20-15 MCM

8-12-15 MCM

Drawn By: MCM

Job No. 3427 Drawing file: 3427 RM Phase 2.dwg Drawing no. 15/110

## Julian Burton

---

**From:** Larry Davis <larrydavis@unioncountync.gov>  
**Sent:** Thursday, July 23, 2015 11:14 AM  
**To:** Julian Burton  
**Cc:** 'Alan Kerley'; <pmurphy@rjoe Harris.com> (pmurphy@rjoe Harris.com); Kevin Quick; Charlie O'Cain  
**Subject:** Lake Forest Preserve, Phase 3B Map 1

Union County Public Works Department has inspected the materials and workmanship of the water/sewer system which has been installed in the above mentioned subdivision. The final inspection and the one year warranty period is complete. We find this project to be in substantial compliance and intent of the approved plans and specifications and hereby recommend releasing the current letter of credit for this portion of the project.

### **Larry C. Davis**

*Department of Public Works  
Engineering Division  
500 North Main Street #516  
Monroe, NC 28112  
704-296-4210 Main Office  
704-296-4219 Direct Line  
[larrydavis@unioncountync.gov](mailto:larrydavis@unioncountync.gov)  
[www.unioncountync.gov](http://www.unioncountync.gov)*



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

## **MEMORANDUM**

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Landscaping at Town Hall

---

Attached is a quote from Daryl's Landscaping for installing shrubbery and flowers in front of the additional parking spaces recently added to the back of Town Hall.

PSP



225 Old Mill Rd. Waxhaw, NC 28173  
704-651-9152

ESTIMATE FOR WEDDINGTON TOWN HALL

DATE : August 19, 2015

DELIVERED & INSTALLED:

3 DURUMA LOROPETALUM	3 GAL	\$135.00
8 RADIANCE ABEILIA	3 GAL	\$360.00
5 KNOCKOUT ROSES	3 GAL	\$225.00
2 BURFORDI HOLLIES	3 GAL	\$70.00
34 VARIGATED LIRIOPE	1 GAL	\$340.00
4 6"X6"X12' TIMBERS		\$300.00
1 6"X6"X10' TIMBER		\$60.00
1 6"X6"X8' TIMBER		\$45.00
MULCH	3YDS	\$105.00
TOTAL		\$1640.00

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

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Approval of FY2015-2016 Contract for Daryl's Landscaping

---

Staff is requesting that Council approve the attached contract.

PSP

## LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement is entered this the 1st day of July, 2015 by and between TOWN OF WEDDINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town") and DARYL MATTHEWS D/B/A/ DARYL'S LAWN CARE, a citizen and resident of the County of Union, State of North Carolina (the "Contractor") (collectively, the "Parties").

### WITNESSETH:

WHEREAS, the Town desires to contract with the Contractor for the provision of certain landscaping and maintenance services on the Town's property, as more particularly described in Exhibit A, (the "Services"), which is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor wishes to contract with the Town to provide the Services;  
and

WHEREAS, the Town and the Contractor desire to reach an agreement for the Contractor to provide the Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of the Agreement shall be for a period of one (1) year, beginning July 1, 2015 and ending June 30, 2016 (the "Term"). This Agreement shall not automatically renew under any circumstances.
2. Scope of Services. During the Term, Contractor shall care for and maintain the Town Hall and the immediately surrounding area. All Services rendered shall be completed with the highest standard of care and workmanship prevailing in the field of landscape maintenance in the general geographic area in which the Town is located. The Contractor agrees to perform the Services set forth on "Exhibit A" as attached.
3. Termination. This Agreement may be terminated, by either party, upon thirty (30) days prior written notice.
4. Independent Contractor. The parties agree that the Contractor's relationship to the Town is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship. The Contractor may adopt such arrangements as it desires with respect to the means, method, and manner of performing the Services under this Agreement, provided that those arrangements are consistent with the proper accomplishment of those Services.
5. Billing. Billing shall occur on a monthly basis and the Town shall endeavor to remit all payments within thirty (30) days after receipt of a correct invoice.

6. Payment Schedule. The Town shall compensate the Contractor for providing the Services pursuant to this Agreement by paying the Contractor the following amounts during the Term of this Agreement:

a) Four Hundred Thirty-Five Dollars (\$435.00) per month for the Services as outlined in Exhibit A.

b) Actual invoiced amount(s) upon receipt of a correct invoice for additional materials and supplies required such as Seed, Fertilizer, Weed Killer, etc.

7. Indemnification. The Contractor shall indemnify, defend and hold harmless the Town from and against any and all actions, causes of action, claims and demands and from all damages, losses, costs or expenses of any nature which arise from or occur in connection with the performance by the Contractor, its employees or agents, of any Services under this Agreement, unless such loss or damage results from the Town's gross negligence or willful misconduct.

8. Notices. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail, bearing the address shown in this Agreement for or such other address as may be designated in writing hereafter by such party.

If to the Contractor: Daryl's Lawn Care  
225 Old Mill Road  
Waxhaw, North Carolina 28173  
Telephone: 704.846.5192

If to the Town: Town of Weddington  
1924 Weddington Road  
Weddington, North Carolina 28104  
Telephone: 704.846.2709

9. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of North Carolina.

10. Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

11. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement and the attached Exhibits embody the entire agreement and understanding of the parties with respect to the subject matter and supercede all

prior and contemporaneous agreements or understandings, whether oral or written, related to its subject matter.

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

DARYL'S LAWN CARE

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

TOWN OF WEDDINGTON

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

## EXHIBIT A

1. All grass areas shall be mowed as needed or as deemed necessary by the Town to maintain a high degree of curb appeal. The grass areas shall be mowed at least weekly during the normal growth period except when weather dictates otherwise. (define)
2. All walkways, curbs, driveways, and/or streets will be edged as needed during the growing season. At minimum, these areas shall be edged twice monthly to maintain a highly manicured appearance. (define)
3. All grass and debris shall be cleaned from walkways, curbs, driveways, and/or streets after Contractor has performed landscaping and maintenance services.
4. Contractor shall police the grounds to remove trash, limbs, litter, etc. prior to performing landscaping and maintenance services.
5. Contractor shall keep all shrubbery, flower beds and other mulched areas weeded and groomed at all times. When possible weed control shall be accomplished with herbicides. When use of herbicides are not possible or practical due to danger to desirable plant material, weeds shall be pulled by hand.
6. Contractor shall mulch all shrubbery, flower beds, and tree areas with pine needles and/or pine mulch on an annual basis. Annual mulching is to occur between October 1 and October 30. Additional mulching required shall be a separate, monthly charge agreed upon by the parties at the time mulching is needed. The Contractor shall not provide additional mulching services until written approval from the Town is provided.
7. Contractor shall keep all shrubbery trimmed on an annual basis. The shrubbery shall be trimmed on an as-needed basis as determined by the Town. Shrubby trimming shall be performed a minimum of two (2) times a year.
8. Contractor shall aerate all established grass areas in the fall prior to over-seeding.
9. Contractor shall fertilize grass areas four (4) times annually. Contractor shall determine, using its expertise the optimal time for fertilization. The fertilization service shall consist of:
  - a) Two (2) slow release applications;
  - b) One (1) Crab Grass Pre-Emergent;
  - c) One (1) Crab Grass Pre-Emergent with Broadleaf Weed Killer
10. Contractor shall fertilize all trees and shrubbery at least once (1) annually.
11. Contractor shall control all vegetation in paved areas with herbicides.

12. During the Fall season, Contractor shall remove all leaves from the grass and maintained ground area.

13. Contractor shall maintain and remove debris from gutters two (2) times annually.

14. During the Winter season, Contractor shall periodically police the grounds and paved area for removal of trash and debris.

15. Contractor shall work in a professional manner and minimize the inconvenience to management and/or residents.

16. Contractor shall provide experienced, adequate supervision of employees to insure complete and satisfactory performance of agreed upon services.

17. All work shall be performed with the utmost concern for the safety of both the workers and public-at-large.

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

## **MEMORANDUM**

**TO:** Mayor and Town Council  
**FROM:** Peggy Piontek Town Administrator  
**DATE:** September 14, 2015  
**SUBJECT:** Conversion of Software

---

- Harris Local Government provides financial software; they are requesting \$1,500.00 to convert our information from our current Information Technology provider to our new one.
- One Source provides our scanning and Agenda Maker software; they are requesting \$937.50 which includes the server move.

Copies of both invoices are attached and staff is requesting approval of these funds.

PSP

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

## **MEMORANDUM**

**TO:** Mayor and Town Council  
**FROM:** Peggy Piontek Town Administrator  
**DATE:** September 14, 2015  
**SUBJECT:** Conversion of Financial Software

---

Our financial software provider is Harris Local Government; they are requesting \$1,500.00 to convert our information from our current Information Technology provider to our new one. Staff is requesting approval of these funds.

PSP

**Prepared For**

Town of Weddington  
Peggy Piontek  
1924 Weddington Road  
Weddington, NC 28104  
townclerk@townofweddington.com

**Prepared By**

Tim Kesler  
311 - D Pomona Drive  
Greensboro, NC 27407  
Phone: 336-482-2360 ex 142  
Email: tim.kesler@osdsinc.com



Hi Peggy- here is the quote you requested for moving to a new server. Let me know if you have any questions.

Regards...Tim



Professional Services		Qty	Price	Extended
OS-PS-SM	Server Migration and Configuration	5	\$187.50	\$937.50
Professional Services and Travel Expenses are estimated and may be adjusted, should the requirements of your project change. All pro services will be billed at our normal rate of \$187.50/hour. After hours pro services are billed at \$250.00/hour.				
<b>Professional Services Subtotal</b>				<b>\$937.50</b>

Proposal Summary		Total Investment
Professional Services		\$937.50
<b>Total</b>		<b>\$937.50</b>

#### Complete Your Order

To complete your order, please sign below then email or fax this document to us.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ PO # (if applicable) \_\_\_\_\_

**Terms and Conditions:**

Terms of Business System Installation:

All prices exclude applicable taxes and freight.

The quoted prices are valid for 60 Days.

Payment Terms:

Software and Annual Maintenance invoiced at time of order, net due upon receipt.

Professional Services and Travel Expenses invoiced upon completion of job, net due upon receipt.

Thank you for your order. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL.

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

## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Tree Risk Assessment Report

---

We have had the trees in front of Town Hall assessed by William Smith, Arborist for Union County. His report is attached for Council discussion and direction to staff. Also attached are cost quotes from 3 different tree companies that pertain to pruning, elimination and root treatment. The quote from Kiker Trees does not reflect the \$600 savings he will apply if Council chooses to remove both trees at the same time. A representative from AAA Tree Service will be here to discuss the last page of his quote as it pertains to chemical treatment of the roots.

PSP



**UNION COUNTY URBAN FORESTER**  
**Cooperative Extension Center**

3230-D Presson Road • Monroe, NC 28112 • Phone (704) 283-3510 • Fax (704) 283-3734

August 27, 2015

Peggy Piontek, Town Administrator/Clerk  
Town of Weddington, NC  
1924 Weddington Road,  
Weddington, NC 28104  
704-846-2709  
[townclerk@townofweddington.com](mailto:townclerk@townofweddington.com)

Dear Ms. Piontek:

On June 19<sup>th</sup> at your request, I examined four oak trees, located on the front lawn of Weddington's Town Hall, at the address above. Since these are prominent community trees and my assumption was that these should be preserved if at all possible, I visited the site again on July 16<sup>th</sup> with Eric Muecke, North Carolina Forest Service - Urban Forestry Specialist - Western Region, to verify my findings. Please refer to the attached photo for reference to the trees' locations. I have addressed each tree individually. My observations, evaluation and recommendations follow.

**TREE #1: 37.0" DBH – White Oak:**

**Observations:** This is a mature, 37.0-inch DBH (Diameter at Breast Height) white oak (*Quercus alba*). It is 90-feet tall, with a crown span averaging 45 feet. This tree has a very slight lean toward Weddington Road (58' away). The tree's foliage is in good form and vigor. The tree looks healthy with no apparent problems.

**Evaluation:** This is the best looking tree of the group. There are no outward appearances of problems with this tree.

**Recommendations:** When assessing tree risk, three factors are weighed and considered: failure potential, size of defective part and persons or objects possibly injured or damaged. The potential for failure is low. There are no apparent defective parts. In the event of failure with a person present, injury could be severe. With these factors considered, using the International Society of Arboriculture's Tree Risk Assessment Risk Categorization matrix, the risk rating of this tree is "low". A certified arborist should check this tree annually for changes in its structure and health.

**TREE #2: 31.6" DBH – White Oak:**

**Observations:** This is a mature, 31.6-inch DBH (Diameter at Breast Height) white oak (*Quercus alba*). It is 90-feet tall, with a crown span averaging 45 feet. This tree has a

slight lean toward the sidewalk and town hall building (6' & 18' away). It appears that construction of the sidewalk may have cut some of the roots causing a slight dieback of the outer tips of the limbs. Otherwise, the tree's foliage is in good form and vigor. The codominant upper limb structure has good form. There is a crack on the south (road) side of the base of the tree. It extends from ground level to about five feet.

**Evaluation:** The tree does have a lean toward the building. The severance of roots to construct the sidewalk is probably the cause of a loss of foliage and the dead branch tips. The vertical crack looks like it is closing up. With all this said, the tree does not appear to be at risk of failure at this time. The tree should be monitored annually for outward signs of decline. Specifically, these would be mushroom or fungal growths on the trunk, around the trunk's base or leading out (following roots) from the tree's base. Also, with the lean of the trunk, the ground should be monitored for any signs of root-heave or lifting of the soil around the base. This most likely would occur away from the lean.

**Recommendations:** When assessing tree risk, three factors are weighed and considered: failure potential, size of defective part and persons or objects possibly injured or damaged. The potential for failure is possible. The position of the defects would cause failure of the tree's full structure. In the event of failure with a person present, injury could be severe. With these factors considered, using the International Society of Arboriculture's Tree Risk Assessment Risk Categorization Matrix, the risk rating of this tree is "moderate". A certified arborist should check this tree annually for changes in its structure and health.

### **TREE #3: 40.0" DBH – White Oak:**

**Observations:** This is a mature, 40.0-inch DBH (Diameter at Breast Height) white oak (*Quercus alba*). It is 90-feet tall, with a crown span averaging 60 feet. There is a sidewalk on the north side at nine feet. The town hall building is at twenty feet north. The tree's foliage is very sparse, in puffs at the end on the branches. The crown has experience dieback of the upper twigs and limbs. This could come from environmental stress such as drought, sidewalk construction, re-grading of the yard, annual defoliation from cankerworms, or be evidence of stress from an unseen root condition. There are a couple of dead patches of bark at ground level. When tapped with a sounding hatchet, there is a slight hollow sound at the base of the tree. There is a large, approximately eight inch diameter dead limb extending over the sidewalk.

**Evaluation:** There are two items of risk to consider with this tree. The first is the amount of dead branches and limbs throughout the top. The one large limb extending over the sidewalk is of primary concern. It IS going to fall. This large limb over the sidewalk should be removed as soon as possible. A cleaning pruning (removing dead limbs throughout the canopy) of the tree will reduce the constant falling of dead branches and eliminate the existing hazardous limb above the sidewalk.

The second item of risk is the health of the tree. With sparse foliage and branch-tip-dieback showing, this tree is in decline. At this time, the cause is unseen. I suspect a basal rot or root rot may be working on the tree.

**Recommendations:** When assessing tree risk, three factors are weighed and considered: failure potential, size of defective part and persons or objects possibly injured or damaged. There are two concerns for this tree.

The first concern is for the limb above the sidewalk and the imminent potential for failure. In the event of failure with a person present, injury could be severe. With these factors considered, using the International Society of Arboriculture's Tree Risk Assessment Risk Categorization matrix, the risk rating of this limb is "moderate". The risk can be removed by removing the limb before it falls.

The second concern is the declining health of the tree. The tree should be checked annually for signs of further decline or disease. Further weakening of foliage or visible signs of rot (mushrooms, conks, sunken roots, etc.) may warrant removal. A soil test, along with following the test's recommendations, could improve the tree's health and vigor. If you intend to try to nurse the tree back to health, it should be examined at a higher intensity by a certified arborist with the proper equipment. If you wish to save the tree, a root excavation and/or trunk examination by sonar or resistance methods are warranted. My examination is from "ground level". I do not have the equipment to do the advanced examinations.

#### **TREE #4: 36.3" DBH – Willow Oak:**

**Observations:** This is a mature and declining, 36.3-inch DBH (Diameter at Breast Height) willow oak (*Quercus phellos*). It is 60-feet tall. Weddington Road is 46 feet to the east. The town hall building is at 17 feet west. The tree's foliage is sparse. The crown has experience dieback of the upper twigs and limbs. There is a dead 12-inch diameter limb stub on the south side of the trees canopy. On the north side of the base of the main trunk, there is a section of decaying bark and wood, 14 inches wide at the base and tapering smaller up to eight feet above the ground. There was a visible old, decayed, wood rot mushroom growing near the base of the tree. I was unable to determine if it was attached to the tree or growing from the hardwood mulch. Slime flux is present on the limb scar on the north side of the tree, at ten feet, at the first limb junction.

**Evaluation:** There are two items of risk to consider with this tree. The first is the amount of dead branches and limbs throughout the canopy and the 12-inch dead limb. The second item of risk is the health and physical integrity of the tree.

**Recommendations:** When assessing tree risk, three factors are weighed and considered: failure potential, size of defective part and persons or objects possibly injured or damaged. There are two concerns for this tree.

The first concern is for the 12-inch limb on the south side and the imminent potential for failure. In the small likelihood of failure with a person present, injury could be severe. With these factors considered, using the International Society of Arboriculture's Tree Risk Assessment Risk Categorization matrix, the risk rating of this limb is "low". The risk can be removed by removing the limb before it falls. A cleaning pruning (removing dead limbs throughout the canopy) of the tree will reduce the constant falling of dead branches and eliminate the existing hazardous limb.

The second concern is the declining health and visible trunk rot of the tree. The existing, open irreparable decay on the north side will lead to the hollowing of the tree over time. When using the International Society of Arboriculture's Tree Risk Assessment Risk Categorization matrix, the risk rating of this limb is "low". The greatest danger is damage to the building. Soil testing and improvement may help the vigor of the tree, but it is unlikely that it will stop the trunk rot. The tree should be checked annually for signs of further decline or disease. Further weakening of foliage or visible signs of rot (mushrooms, conks, sunken roots, etc.) may warrant removal. A soil test, along with following the test's recommendations, could improve the tree's health and vigor. You may consider an examination at a higher intensity by a certified arborist with the proper equipment.

**Summary:**

Tree #1: Best tree. Leave.

Tree #2: Slight lean toward town hall. Monitor for ground-heave or mushrooms around base.

Tree #3: Monitor for mushroom growth or further signs of decay. Consider having a more intensive assessment done. Have a soil test as soon as possible.

Tree #4: Monitor for mushroom growth or further signs of decay. Consider removal.

For all trees:

To improve the health, vigor and ability of the tree to withstand invasive pathogens, have a soil test done as soon as possible (free through NC State University's soils department), along with following its prescriptions for lime and fertilizers.

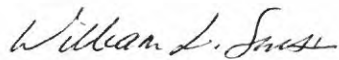
A certified arborist should check these trees annually for health, presence of diseases and structural changes.

All of the trees should have a cleaning pruning done. This will remove all of the dead limbs, reducing the current hazards and the constant raining down of small dead limbs and twigs. A cleaning should be done every three to five years.

The above report was done as a Basic Assessment (Level 2) of the tree described. A Basic Assessment only looks at the outward conditions of the tree from ground level. A more extensive assessment involving drilling and/or root excavation would be necessary to better determine the unseen variables. The recommendations are for the reduction of risk of failure of the tree or parts of the tree. Even with reductive measures taken, trees have an inherent risk of failure due to unseen structural defects and natural causes. This report makes or implies no warranty or guarantee.

Please let me know if you need any additional information, or if I may be of further service.

Sincerely,



William L. (Bill) Smith  
NC Registered Forester #545  
ISA-Certified Arborist #SO-6794AM





Kiker Tree Service  
2814 Unionville Indian Trail Rd. W  
Indian Trail, NC 28079  
704-882-9670

Date: September 3, 2015

**Quote 0158123**

Email: [townclerk@townofweddington.com](mailto:townclerk@townofweddington.com)

Attention: Peggy Piontek, CMC, NCCMC

Address: 1924 Weddington Rd.

Trimming up (5) Big Oak Trees, clean up and haul away debris.	\$500.00 per tree
Cutting down big OAk Tree on the left side of the house with decayed bottom, grind stump, clean up, and haul away debris	\$2,500.00
Cutting down front Oak Tree that appears to be dying, grind stump, clean up, and haul away debris.	\$3,000.00

If you have any questions or if I can be of any assistance, please do not hesitate to call me.

Thank you for your business!

Travis Kiker

Ofc: 704-882-9670

Cell: 704-221-1943



**Estimate**

**Estimate**

**Date: 06/15/15**

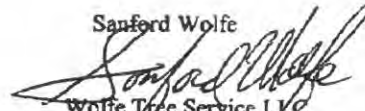
Town Of Weddington  
1924 Weddington Rd.  
Weddington, NC 28104  
Fax: 704-844-6372

ATTN: Peggy S. Piontek, CMC, NCCMC

Remove dead wood and selectively prune (4) trees around Weddington Town Hall

Total: \$1600.00

Sanford Wolfe

  
Wolfe Tree Service LLC

**Wolfe Tree Service LLC.  
3611 Wolfe Mill St.  
Monroe, N.C. 28110  
704-289-4155**

**FOR ALL OF YOUR TREE CARE NEEDS**

Under Brush Clearing - Trimming - Thinning - Deadwooding  
Tree Removal - Stump Grinding - Pruning

Insured, Dependable, and Prompt



**Estimate**

**Estimate**

**Date:09/09/15**

Town of Weddington  
1924 Weddington Rd.  
Weddington, NC 28104  
Fax: 704-844-6372

Price for taking down Tree #3 And Tree #4 And grinding stumps.  
All debris to be removed

Done Individually :  
Tree # 3 \$2200.00  
Tree #4 \$2500.00

Total: \$4700.00  
If both trees done at same time \$4500.00

  
Wolfe Tree Service LLC

**Wolfe Tree Service LLC.**  
3611 Wolfe Mill St.  
Monroe, N.C. 28110  
704-289-4155

**FOR ALL OF YOUR TREE CARE NEEDS**

Under Brush Clearing – Trimming – Thinning – Deadwooding  
Tree Removal - Stump Grinding – Pruning

Insured, Dependable, and Prompt



September 8, 2015

**Re: Tree Care operations for Town of Weddington, 1924 Weddington rd  
Weddington NC, 28105.**

**ATTN: Peggy Piontek**

**AAA Tree Experts, Inc. will safely and professionally meet the following tree care needs.**

<b>1. Removal of tree #4</b>	<b>\$2,800.00</b>
<b>2. Removal of tree #3</b>	<b>\$3,200.00</b>
<b>Both Trees at the same time</b>	<b>\$5,500.00</b>
<b>3. Prune Tree #3</b>	<b>\$750.00</b>
<b>4. Prune Tree #2</b>	<b>\$800.00</b>
<b>5. Prune Tree #1</b>	<b>\$800.00</b>
<b>Prune all 3 trees at the same time</b>	<b>\$2,000.00</b>
 <b>Remove Tree #4 &amp; prune trees 2, 3 &amp;4</b>	 <b>\$5,000.00</b>

**Tree #3 is definitely in decline, however, I do not feel that immediate removal is necessary. I think that tree may have a few more years of being big and magnificent. By applying 300 gallons of root growth enhancer & fertilization (all organic) with aeration 18" below the soil, into the roots now this product will remain in the soil & roots and be readily available to the trees when they come out of dormancy in the spring. I would rather give this a shot before cutting down such a tree without trying anything first.**

**Deep Root Fertilization                      \$300.00**



**Sincerely,**

**Shawn Gibbons  
AAA Tree Experts, INC.  
Arborist / Project Mgr.  
704-421-2592  
shawnoryan1@gmail.com**

**Licensed, Bonded, and Insured**

**Agent:**

**Moore & Johnson Agency  
P.O. Box 17567  
Raleigh, NC 28619**

**General Liability:**

**Northfield Insurance Company  
#CP564267**

**Worker's Comp Employer Liability:**

**American Interstate Insurance  
#AVWCNC1932652010**





**AAA TREE  
EXPERTS, INC**  
AAATrees.net

**PROFESSIONAL TREE CARE**

Serving the Charlotte Area for Over **20 Years!**     **PRESERVING THE BEAUTY OF YOUR YARD!**

## **Cambistat:**

Cambistat™ is a plant growth regulator that slows the vegetative growth of plants by inhibiting gibberellin biosynthesis. Cambistat™ is designed to gently and predictably slow the growth of trees. A single application provides a long lasting reduction of vegetative growth, effectively extending the trimming cycle of trees and reducing the amount of woody growth that must be removed. In addition, use of Cambistat™ may cause other plant growth effects that are beneficial for trees such as increased root density, improved drought and heat resistance, and higher tolerance to insects and diseases. Cambistat will also benefit trees that are too large for their growing site and increase the longevity of trees growing in stressful environments.

Cambistat allows you to delay the need for pruning and to hold pruning jobs longer.

Thicker leaves, greater fine root production, and more leaf hairs increase the drought tolerance of treated trees.

Research shows that Cambistat increases root growth making it an ideal product for trees that have incurred root damage.

Many companies report that Cambistat applications are their most profitable service.

Fall is a great time to apply Cambistat. Extend your plant health care season by scheduling this service after your insect and disease work has subsided.

\$175 for up to 1 foot of diameter

\$30 for each additional foot (or fraction of a foot)

---

### **Price for Crane**

\$125-150 per hour

1 hour Mobilization Fee for every crane job (\$200 for out skirted areas/ more than 30 minutes)

When Crane is being used, average man hours should be \$85 per man per hour

\$70-\$80: 5% commission

Below \$70: no commission

**Logging: TIME AND MONEY**

**MOST CRANE JOBS REQUIRE LOGGING!!**

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### **PRUNING HANDOUT**

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#### **STUMP PRICING**

\$75 minimum  
\$5 per inch

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

## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Exterior Repairs of Town Hall

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I received a request to have a Sherwin Williams Representative inspect the exterior of Town Hall. He came with a professional historical building painter who examined the building and pointed out several areas of wood rot. Staff performed some research and found an inspection by Sherwin Williams was conducted in 2014 as well. Attached are the following reports:

- The email and report from the Sherwin Williams Representative for 2015
- The report from the Sherwin Williams Representative for 2014
- The report and cost quote from the painter Nu Hue done just last week

Staff tried to have representation at the Council meeting, but both the Sherwin Williams Representative and the Painter were unavailable.

PSP

**Peggy Piontek**

---

**From:** ANTHONY V MARTINO <swrep5700@sherwin.com>  
**Sent:** Wednesday, September 02, 2015 1:13 PM  
**To:** Peggy Piontek  
**Subject:** SDS, MSDS and Product Data Pages  
**Attachments:** DP-K33W00251.pdf

Peggy  
This is the topcoat recommended for your project. Yesterday when I did my moisture tests, I found the exterior readings to be between 125 and 19%. this is within standard. The interior storage unit when the visible moisture damage was on the ceiling read between 52% and 69%. This is a high reading.

Sales Number	REX	UPC	Data Page	MSDS
-----				
1. 6504-05822	K33W00251	35777132418	Attached	
Duration? Coating Exterior Latex Satin				

This message, including attachments, is confidential and may be privileged. If you are not an intended recipient of this email you are hereby notified that any disclosure, distribution or copying of, or the taking of any action in reliance upon, any information contained in this email is strictly prohibited. If you are not an intended recipient, please notify the sender immediately by return email, then delete and destroy the original message, any attachments and all copies. You should not copy, forward and/or disclose this message, in whole or in part, without permission of the sender. Thank you for your cooperation.



# DURATION<sup>®</sup>

## Exterior Acrylic Satin K33-200 Series

As of 07/09/2014, Complies with:			
OTC	Yes	LEED <sup>®</sup> 09 CI	N/A
SCAQMD	Yes	LEED <sup>®</sup> 09 NC	N/A
CARB	Yes	LEED <sup>®</sup> 09 CS	N/A
CARB SCM 2007	Yes	LEED <sup>®</sup> H	N/A
MPI	-	NGBS	N/A

### DESCRIPTION

**Duration<sup>®</sup> Exterior Latex Coating** is the result of advances in acrylic technology. **Duration** uses **PermaLast<sup>®</sup>** technology to provide you with the most durable and longest lasting coating available for protecting the outside of your home.

**VinylSafe<sup>™</sup> Color Technology** allows the use of many darker colors on vinyl siding that cannot be made in most other coatings.

### Performance

One Coat Protection  
Self-Priming  
Easy Application  
Excellent Hiding  
Thicker. More Flexible  
Resists Blistering and Peeling

### Projects

Homes  
Windows  
Gutters  
Trim  
Architectural plastics, such as shutters & gutters

### Surfaces

Wood  
Stucco  
Masonry/Cement Composition Panels  
Aluminum Siding  
Vinyl Siding  
Galvanized Metal

**MILDEW RESISTANT.** This coating contains agents that inhibit the growth of mildew on the surface of this coating.

### CHARACTERISTICS

**Color:** Most colors  
**Coverage:** 250-300 sq ft/gal  
5.3 - 6.4 mils wet; 2.2 - 2.6 mils dry  
up to 7.0 mils wet; 2.8 mils dft

**Drying Time, 50% RH:**  
temperature and humidity dependent

@ 35-45°F @ 45°F+  
Touch: 2 hour 1 hour  
Recoat: 24-48 hours 4 hours

**Flash Point:** N/A

**Finish:** 10-20 @ 60°

**Tinting with CCE only:**

Base	oz/gal	Strength
Extra White	0-6	125%
Light Yellow	4-15	125%
Deep Base	4-15	125%
Ultra Deep Base	4-15	125%

**Vehicle Type:** Acrylic

**Extra White K33W00251**

**VOC (less exempt solvents)**  
<50 g/L; 0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

**Volume Solids:** 39 ± 2%

**Weight Solids:** 50 ± 2%

**Weight per Gallon:** 10.27 lb

### CLEANUP INFORMATION

Clean hands and tools ***immediately*** after use with soap and warm water. The **PermaLast** technology in **DURATION** coating, which creates the tenacious bond to the surface, also creates a tenacious bond to applicators and any other surface it comes in contact with. You may want to clean occasionally during use. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits.

### APPLICATION

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection with Duration coating. On repaint work, apply one coat of Duration coating; on bare surfaces, apply two coats of Duration, allowing 4 hours drying between coats.

Do not paint in direct sun. Apply at temperatures above 35°F. During application at temperatures above 80°F, Duration sets up quickly. Some adjustment in your painting approach may be required. Paint from a dry area into the adjoining wet coating area. Dries to touch in 1 hour and is ready for service overnight.

**Previously Painted Surfaces** -- Spot prime bare areas with Duration, wait 4 hours, and paint the entire surface. Some specific surfaces require specialized treatment.

**Unpainted Surfaces** -- Duration can be used as a self-priming coating on many bare surfaces. When used this way, the first coat of Duration acts like a coat of primer and the second coat provides the final appearance and performance. However, some specific surfaces require specialized treatment.

See following surface preparations.

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

No reduction necessary.

**Brush** - Use a nylon/polyester brush.

**Roller** - Use a 3/8" - 3/4" nap synthetic cover.

**Spray—Airless**

Pressure..... 2000 psi

Tip ..... .015"-.019"

Reduction ..... none



102.14A

# DURATION<sup>®</sup>

## Exterior Acrylic Satin

### K33-200 Series

SURFACE PREPARATION	SURFACE PREPARATION	CAUTIONS
<p><b>WARNING!</b> Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer.</p> <p><b>Aluminum and Galvanized Steel</b> Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method.</p> <p><b>Cement Composition Siding/Panels</b> Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete &amp; Masonry Primer.</p> <p><b>Concrete, Masonry, Block</b> All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete &amp; Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.</p> <p>After power washing, previously painted masonry may still have a powdery surface that should be sealed with Loxon Conditioner and then apply 1 coat of Duration.</p> <p><b>Composition Board/Hardboard</b> Because of the potential for wax bleeding out of the substrate, apply 1 coat of Exterior Oil-Based Wood Primer and then topcoat.</p>	<p><b>Steel</b> Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p><b>Stucco</b> Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Concrete &amp; Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p><b>Vinyl Siding</b> Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly.</p> <p><b>Wood</b> Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.</p> <p>Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, the first coat of <b>DURATION</b> may show some staining, but it will be trapped in the first coat. A second coat will uniform the appearance. If staining persists, spot prime severe areas with 1 coat of <b>Exterior Oil-Based Wood Primer</b> prior to using <b>DURATION</b>.</p> <p><b>Caulking</b> Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.</p> <p><b>Mildew</b> Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p>	<p>For exterior use only. Protect from freezing. Non-photochemically reactive.</p> <p>CAUTION contains CRYSTALLINE SILICA, ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area.</p> <p>Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. <b>FIRST AID:</b> In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. <b>DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.</b></p> <p>Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. <b>WARNING:</b> This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. <b>DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN</b></p> <p>HOTW    07/09/2014    K33W00251    02 34</p> <p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.</p>

To Whom it may concern:

My name is David Desourdy, and I am a representative for the Sherwin Williams Paint Company. After walking the property and observing the issues shown with the exterior siding and trim, I can attribute a majority of the issues to two different underlying problems. I observed paint peeling, revealing bare wood, and also a lot of bubbling that will ultimately result in the paint film breaking and flaking off, also leaving bare wood exposed. These problems are common in structures built in this time frame that have wooden siding that has been repainted multiple times. The origin of these problem can be attributed to a couple situations:

- 1). The siding being complete caulked all the way around, including the overlap. Houses need to breathe, especially when we are running the air conditioning, causing the home to sweat in these high humidity days. With the siding being completely sealed, the moisture, instead of evaporating through the gaps in the siding lap, are instead being absorbed into the wood. After a period of time, the water vapor moves to the surface through the wood, and pushes against the paint film. Eventually the paint has enough pressure against it, a bubble is formed, thus resulting in the paint film loosening and peeling off.
- 2). Existing Paint Failing, taking the new paint with it. After a number of years, wood moves slightly with expansion and contraction of heat and humidity. Eventually the paint cannot move as much, the bond between the materials is broken, the paint cracks, moisture gets in, and the paint begins to peel. The older a paint gets, the more likely this is to occur. In areas where there is limited exposure to the sun and natural elements (such as the siding on the covered porch) the problems are less pronounced, because they are more protected.

Options for problem solving:

The only thing you can do about the original coats of paint, that have become brittle and are at the end of their life cycle, is to have it removed back to original wood siding. Afterwards, the boards will still be aged material, and would need to be properly primed and painted.








In the situation of the caulking that encapsulates the siding boards. It is agreed upon that this is done for aesthetics. It creates a very good look, and also a very bad problem for the siding and paint. It can cause wood rot, fungal growth, and paint failure. The look would be much different if removed, and you would be able to see the gaps where the pieces overlap. But those gaps are detrimental to the function of the house to be able to breathe, and let moisture pass without soaking into the wood and evaporating through. Peeling will continue to be a maintenance issue until this is resolved. You will have to do a cost analysis to see if it is better to have it removed, or just understand that you must go around annually at minimum, touch up the peeling parts, and repaint where needed. The house appears to be in good condition, but these problems will continue as long as the areas are not addressed. The application of more coats of paint will cause the underlying problems to amplify, and will eventually result in a complete removal at some point in time.

I am happy to meet, or be contacted at any time about this issue. There may be some other small isolated issues, but these two are by far the most at blame. Good luck with your decision, and contact me at any time about options of paint and primer after you decide which route to take.

David Desourdy  
[swrep5703@sherwin.com](mailto:swrep5703@sherwin.com)  
704-507-7361



## NU HUE COMPANY, LLC

-  FULLY LICENSED AND INSURED
-  ACCURATELY MEASURE PROJECTS TO MINIMIZE WASTE
-  ALLOW US TO TAKE CARE OF ANY CUSTOM COLOR MATCHES
-  WE GO TO THE STORE TO GET THE NECESSARY PAINT AND MATERIALS
-  NO DOWN PAYMENT OR DEPOSIT REQUIRED TO START THE JOB
-  WE WARRANTY OUR WORK, AND IT'S FULLY TRANSFERABLE
-  SATISFACTION GUARANTEED

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**704.648.7454**

# EXTERIOR PROCESS

INTRODUCTION > MEASUREMENT > OVERVIEW >  
SCHEDULING



## STEP 1:

- INTRODUCTION TO THE CREW
- GO OVER PAPERWORK
- CONFIRM PACKAGE AND GRADE OF PAINT
- SELECT COLORS AND SHEENS
- ORDER PAINT AND SUPPLIES

## STEP 2:

- PROTECT ANY DELICATE LANDSCAPING NOTED AS BEST AS POSSIBLE
- COMMENCE PRESSURE WASHING OF SIDING AND TRIM
- HAND SCRUB WINDOWS TO ENSURE NO WATER GOES INTO HOUSE, AND WINDOW SEALS DO NOT BREAK
- LET THE HOUSE DRY FOR THE REMAINDER OF THE DAY

## STEP 3:

- \*STANDARD PREP WORK BEGINS\*
  - SCRAPE ANY LOOSE, PEELING, AND/OR BUBBLING PAINT FROM THE SURFACE
  - SPOT PRIME ANY BARE WOOD, BOX PRIME ANY NEW WOOD (6 SIDES)
  - CAULK ALL EXISTING JOINTS ON THE HOUSE
  - CONFIRM NOTED CARPENTRY AND MAKE NOTE OF ANY ADDITIONAL PIECES
  - START CARPENTRY REPAIRS

## STEP 4:

- DEPENDING ON THE SCOPE OF WORK, HAND BRUSHING OR SPRAYING OF THE SIDING AND THE TRIM COMMENCES
- IF IN THE SCOPE OF WORK, HAND BRUSHING OF THE WINDOWS AND DOORS
- IF IN THE SCOPE OF WORK, STAINING THE DECK

## STEP 5:

- MANAGER WALK WITH CREW
  - CONDUCT ANY TOUCH UPS ON THE PAINTED SURFACES
  - ENSURE WINDOWS AND DOORS OPEN AND CLOSE
  - CLEAN UP ANY RESIDUAL PAINT AROUND THE HOME
- MANAGER WALK WITH CLIENT
  - COMPLETE ANY TOUCH UPS
  - COMPLETE CLEAN UP
  - ENSURE 100% SATISFACTION

## STEP 6:

- MANAGER FILLS OUT WARRANTY
- CLIENT FILLS OUT SATISFACTION SHEET
- MANAGER GOES OVER REVIEW PACKAGE
- PAYMENT IS RECEIVED



Nu Hue Company, LLC  
 10468 Tintinhull Dr  
 Indian Land, SC 29707  
 704-648-7454  
[www.nuhuecompany.com](http://www.nuhuecompany.com)

NAME Weddintong Town Hall EMAIL townclerk@townofweddington.com  
 ADDRESS 1924 Weddington Rd CITY Weddington STATE NC ZIP 28104  
 PHONE 704-846-2709 CELL \_\_\_\_\_ DATE 09-09-2015  
 ESTIMATOR Nick LeClair PHONE 704-648-7454 EMAIL nick@nuhuecompany.com

## EXTERIOR ESTIMATE PACKAGE OVERVIEW

PLATINUM	GOLD	SILVER
<ul style="list-style-type: none"> <li>PRESSURE WASH THE HOUSE, WALKWAY AND DRIVEWAY</li> <li>STANDARD PREP WORK*</li> <li>SPOT PRIME BARE WOOD, BOX PRIME NEW WOOD</li> <li>CAULKING WITH SHERMAX</li> <li>BRUSH THE SIDING</li> <li>BRUSH THE TRIM</li> <li>CLEAN GUTTERS IN AND OUT</li> <li>CLEAN THE OUTSIDE OF WINDOWS</li> <li>PAINT THE MAILBOX</li> </ul>	<ul style="list-style-type: none"> <li>PRESSURE WASH THE HOUSE, WALKWAY, AND DRIVEWAY</li> <li>STANDARD PREP WORK*</li> <li>SPOT PRIME BARE WOOD, BOX PRIME NEW WOOD</li> <li>CAULKING WITH SHERMAX</li> <li>SPRAY THE SIDING</li> <li>BRUSH THE TRIM</li> <li>PAINT THE MAILBOX</li> </ul>	<ul style="list-style-type: none"> <li>PRESSURE WASH THE HOUSE</li> <li>STANDARD PREP WORK*</li> <li>SPOT PRIME BARE WOOD, BOX PRIME NEW WOOD</li> <li>CAULKING WITH SHERMAX</li> <li>SPRAY THE SIDING</li> <li>SPRAY THE TRIM</li> </ul>

## SURFACE SCHEDULE

SURFACES	COATS	COLOR	SHEEN	GRADE
SIDING <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	1 <input checked="" type="checkbox"/> 2 3	<input checked="" type="checkbox"/> MATCH <b>COLOR MATCH</b> <input type="checkbox"/> CHANGE	FLAT/SATIN	<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input checked="" type="checkbox"/> BEST
TRIM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 2 3	<input checked="" type="checkbox"/> MATCH <b>COLOR MATCH</b> <input type="checkbox"/> CHANGE	GLOSS	<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input checked="" type="checkbox"/> BEST
WINDOWS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 2 3	<input checked="" type="checkbox"/> MATCH <b>COLOR MATCH</b> <input type="checkbox"/> CHANGE	GLOSS	<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input checked="" type="checkbox"/> BEST
DOORS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 2 3	<input checked="" type="checkbox"/> MATCH <b>COLOR MATCH</b> <input type="checkbox"/> CHANGE	GLOSS	<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input checked="" type="checkbox"/> BEST
SHUTTERS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 2 3	<input checked="" type="checkbox"/> MATCH <b>COLOR MATCH</b> <input type="checkbox"/> CHANGE	GLOSS	<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input checked="" type="checkbox"/> BEST
PATIO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 3	<input checked="" type="checkbox"/> MATCH <b>Flooring gets two coats, trim gets one</b> <input type="checkbox"/> CHANGE	GLOSS/SATIN	<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input checked="" type="checkbox"/> BEST
RAMP <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	1 <input checked="" type="checkbox"/> 2 3	<input checked="" type="checkbox"/> MATCH <b>COLOR MATCH</b> <input type="checkbox"/> CHANGE	SATIN	<input checked="" type="checkbox"/> D&D <input type="checkbox"/> STAIN
<input type="checkbox"/> YES <input type="checkbox"/> NO	1 2 3	<input type="checkbox"/> MATCH <input type="checkbox"/> CHANGE		<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input type="checkbox"/> BEST
<input type="checkbox"/> YES <input type="checkbox"/> NO	1 2 3	<input type="checkbox"/> MATCH <input type="checkbox"/> CHANGE		<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input type="checkbox"/> BEST
<input type="checkbox"/> YES <input type="checkbox"/> NO	1 2 3	<input type="checkbox"/> MATCH <input type="checkbox"/> CHANGE		<input type="checkbox"/> GOOD <input type="checkbox"/> BETTER <input type="checkbox"/> BEST

SIDING	MASONITE	HARDI	CEDAR	STUCCO	BRICK	SHAKES	VINYL	VERTICAL
QTY			2745					
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

TRIM	12" BOXING	18" BOXING	36" BOXING	FASCIA	BEADED	FENCE
QTY	742			46		
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

WINDOWS	1/1	2/2	4/4	6/6	8/8	9/9	6/3	CRANKOUT	PICTURE	SIDE	TRIM	STORM	LINTELS
QTY			3	13	5	3	1		2	2	80	5	
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

DOORS	6 PANEL	FRENCH	NO GRILLS	WINDOW	FLAT	SCREEN	TRIM	STAIN	DBL GARAGE	SNGL GARAGE
QTY	2	2		1	1		30			
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

GENERAL	DENTAL	CROWN	CORNERS	CEILING	VENTS	SHUTTERS	COLUMNS	METAL	WOOD RAILING
QTY			221	1271	3	30	120	23	
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

PATIO	FLOORING	RAILING	CEILING	INT. SCREEN TRIM	EXT. SCREEN TRIM	LATTICE	SKIRTBOARD
QTY	340	45	340				45
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

DECK	FLOORING	RAILING	LATTICE	POSTS	SKIRTBOARD	BENCH	PERGOLA
QTY							
COATS	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3

COMMENTS: \_\_\_\_\_

CARPENTRY				
MATERIAL	FRONT	BACK	LEFT	RIGHT
BRICKMOLD				
BLIND STOP				
SQUARE BRICKMOLD	3	2		
WINDOW SILL	2			
SILL NOSE	1	1		
FASCIA	6	3		
SOFFIT		1		
SHINGLE MOLD		1		
DRIP CAP				
SIDING	2	2	9	4
CORNER BOARD	6	5	2	1
DOOR JAMB				
BALUSTER				
RAILING				
LATTICE				
POSTS				
DECKING BOARD				
CROWN	3			
QUARTER ROUND	1	1	1	
COLUMN				
BASE CAP				
PLYWOOD				
SHUTTER	3			
WINDOW SASH KIT				
CRAWL DOOR		1		

## JOB NOTES:

\*\*\*Yearly Maintenance\*\*\*

Future maintenance is recommended and can be handle by Nu Hue

Company. Maintenance would include pressure washing the exterior of

The home and carport. Then on a second day go around and caulk any

Cracks, touch up paint as needed, and a general walk around. This yearly

maintenance will costs \$350 for each time. It does not include replacing

future rotted wood that has yet to make it to the surface, or any other

repairs.

# WHAT IS MY TOTAL INVESTMENT?

**MATERIAL TOTAL + LABOR TOTAL = TOTAL INVESTMENT**

## STEP 1: SELECT YOUR MATERIALS

GRADE	BEST			
NAME	DURATION			
NU HUE WARRANTY	5 YEAR			
QUANTITY OF PAINT	56			
PAINT MATERIAL	\$ 3,000			
CARPENTRY MATERIAL	\$ 1,700			
<b>**MATERIAL TOTAL**</b>	<b>4,700</b>			

## STEP 2: SELECT YOUR LABOR PACKAGE

				SILVER	
				RETAIL PAINT LABOR	\$ 13,500
		Yearly Maintenance		CARPENTRY	\$ 4,000
		Not in total	\$350	DECK	
				2 <sup>ND</sup> COAT SIDING	
				2 <sup>ND</sup> COAT TRIM	
				TOTAL RETAIL LABOR	\$ 17,500
				<b>LABOR TOTAL</b>	<b>\$ 13,750</b>

Material **\$4,700** + Labor **\$13,750** = Total **\$18,450**

### BONUS INCENTIVE!

BY GIVING NU HUE COMPANY THE PRIVILEGE OF EARNING YOUR BUSINESS WITHIN 3 DAYS,  
WE WILL ADD **TWO** YEARS TO THE WARRANTY, AT NO CHARGE!

NOTIFY BY N/A

PAINT CONFIRMATION: \_\_\_\_\_ PACKAGE CONFIRMATION: \_\_\_\_\_

THE WORK ABOVE IS TO BE COMPLETED ACCORDING TO THE SPECIFICATIONS SET FORTH IN THIS DOCUMENT. THE WORK WILL BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. PAYMENTS RECEIVED LATER THAN 5 DAYS FROM COMPLETION DATE WILL BE CHARGED A \$25.00 LATE FEE, AND ADDED TO BALANCE DUE. ALL BALANCES DUE, AFTER THIRTY (30) DAYS TO BE LEVIED A SERVICE CHARGE OF 1.5% PER MONTH AND ADDED TO BALANCE TOTAL. CUSTOMER SHALL ALSO BE RESPONSIBLE FOR ANY COST INCURRED BY CONTRACTOR TO COLLECT ANY AMOUNTS OWED, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES. **PLEASE PAY PROMPTLY.**

\_\_\_\_\_ I confirm the colors, sheen, paint grade, carpentry materials, and labor package stated above are correct.

\_\_\_\_\_ I understand there may be additional carpentry repairs found, but will be notified before repairs are performed.

\_\_\_\_\_ I understand no deposit is required, but payment in full is expected at the completion of the job.

BY SIGNING BELOW YOU ARE ACCEPTING THE PRICING ABOVE, THE SPECIFICATIONS STATED, AND ARE AUTHORIZING NU HUE COMPANY, LLC TO COMMENCE WORKING. PAYMENT IS TO BE MADE AS DETAILED ABOVE

CLIENT APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTOR APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

NU HUE COMPANY, LLC  
704.648.7454



September 8<sup>th</sup>, 2015

Nu Hue Company  
10468 Tintinhull Dr.  
Indian Land, SC 29707  
704.648.7454

To Whom This May Concern,

I'd first like to say thank you for the opportunity to bid this project for you, I look forward to earning your business. After a detailed walk through around the building, I have found the following items need to be address.

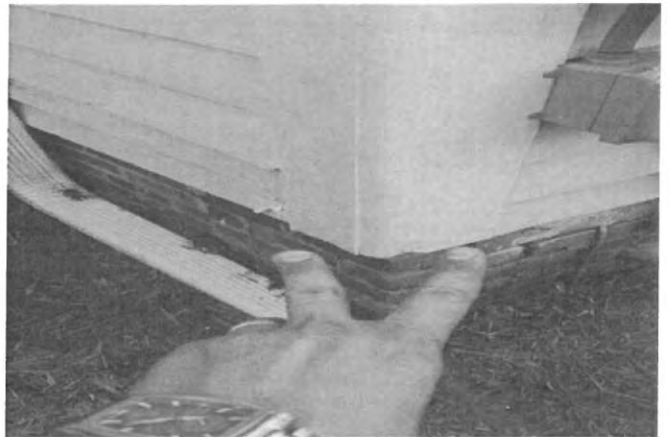
As a point of reference, the front of the house refers to the side that faces the Weddington Road (entrance is under covered porch), the left side is facing the gas station, the back is the side facing the carport, and lastly the right side faces Weddington Matthews Rd. As for the carport, the front is the side where vehicles pull in, and the other sides are referenced in the same manor.

The first step to this project is to pressure wash the surface clean of any mold/mildew/dirt using a combination of bleach, TSP and soap. Give it a day to dry. Come back the next day and start the prep work. Including scraping any loose and peeling paint. Remove noted rotten wood, and replace with a new piece. New pieces will be primed on all sides, caulking the joints, install and paint to match existing. Where possible, the whole piece will be replace. New wood is as close as possible to the original, however it may not be an exact match. Due to when this home was built, some pieces may no longer exist and we must get as close as possible. We will caulk cracks and seams using Shermax, a premium caulking from Sherwin-Williams. Any bare wood will be spot primed using a Sherwin Williams A100 Oil Based Primer. After this prep work is complete we will give it the rest of the day to dry. We will do an adhesion test to the spots where the primer was used to ensure we have good adhesion. Next we will apply one coat to the siding and one coat to the trim using Duration paint from Sherwin Williams. We will perform another adhesion test with the first coat of siding paint. If it passes we will do the second coat of Duration to the siding. It is assumed we are keeping the same color scheme – yellow siding, white trim, and green shutters, beige flooring.

The following pictures are samples of the blistering/peeling paint, and the noted dry-rot wood. This is not a guarantee all of the rotten wood has been found, but the pieces noted ARE showing dry-rot.



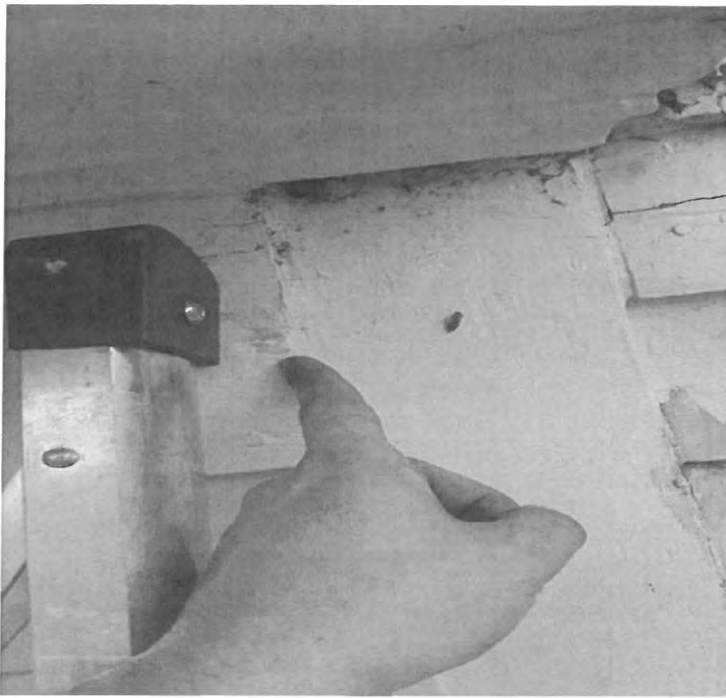
This picture is of the back of the building, to the left of the covered patio. It's showing blistering paint.



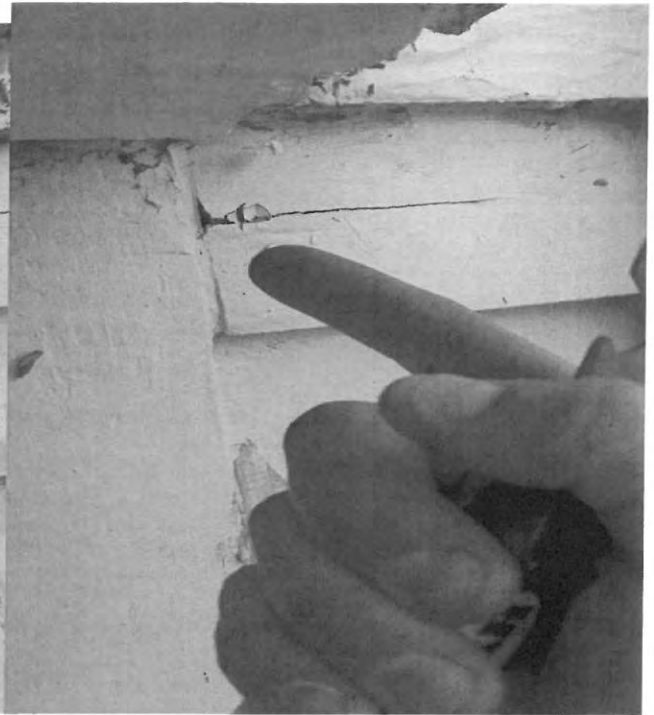
Two corner boards rotten, back left corner



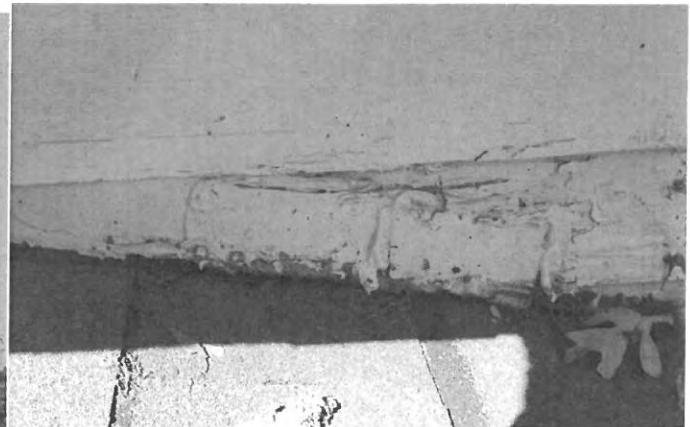
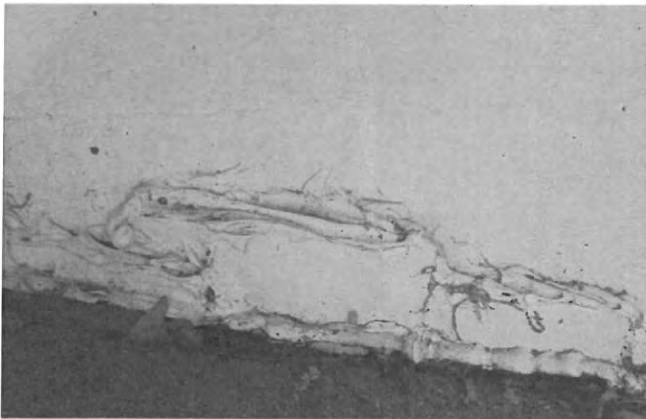
These pictures are of the same board from different angles.



Rotten Freeze Board



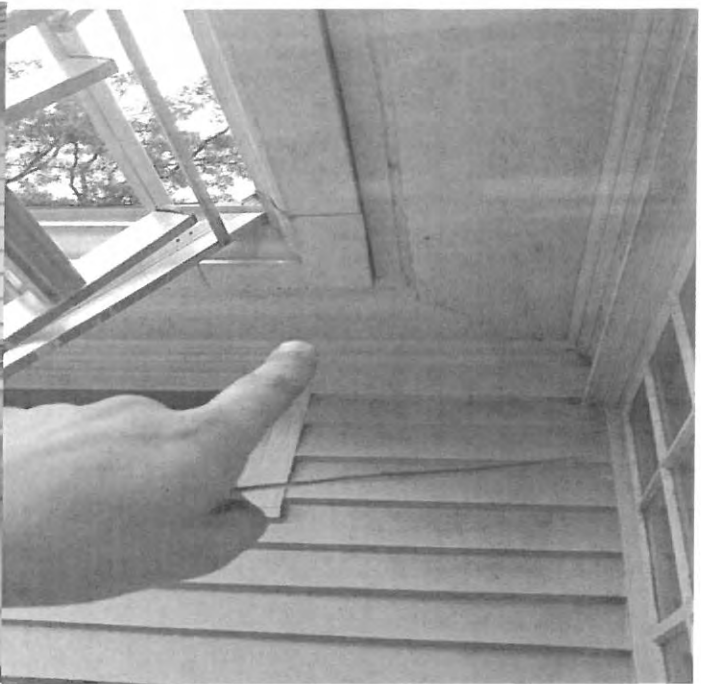
Rotten piece of siding



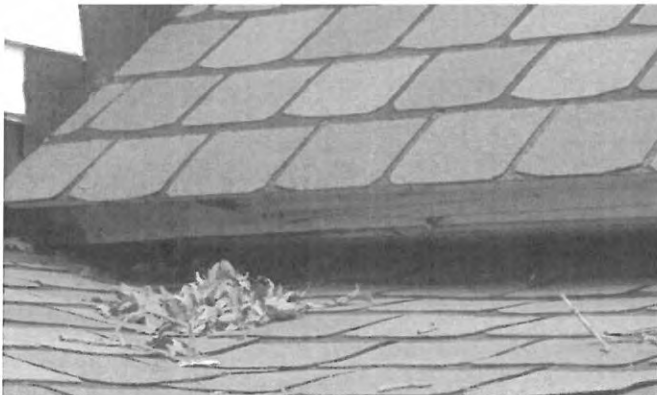
These three pictures are of the same area. The back of the house, above rear entry door. Caulking needs to be removed and install a new piece of wood.



Rotten Fascia, above back patio



Rotten soffit, above HVAC units.



Rotten fascia and shingle mould over back entry door



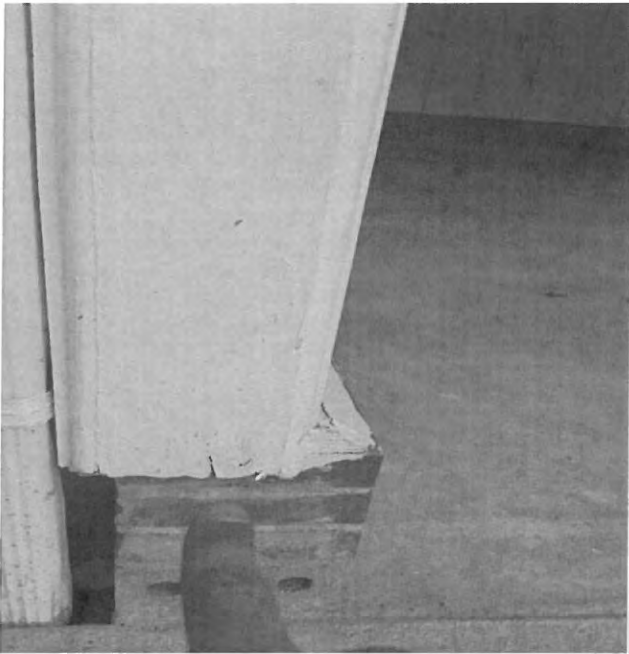
Crawl space door rotten wood



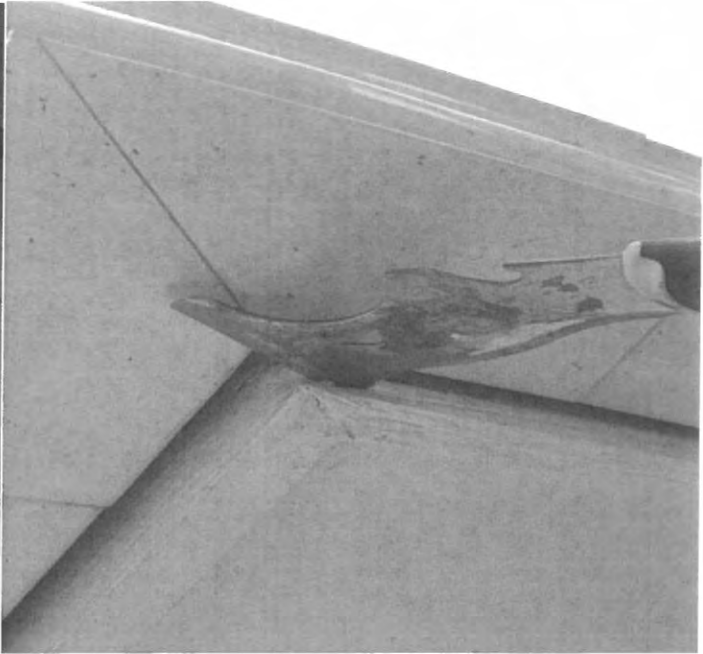
Cracks in the soffit back of the carport, needs caulking



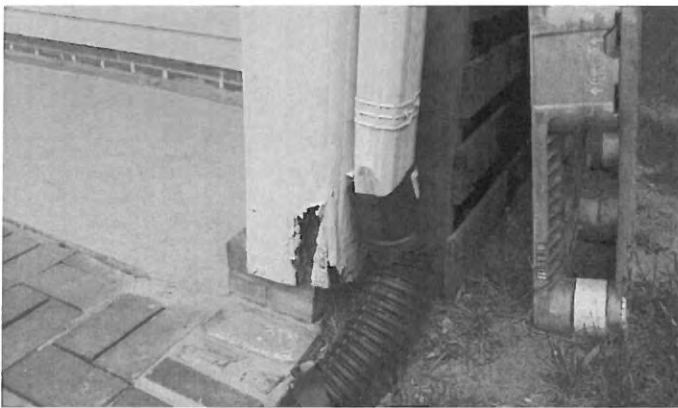
Back of the carport rotten window sill nosing



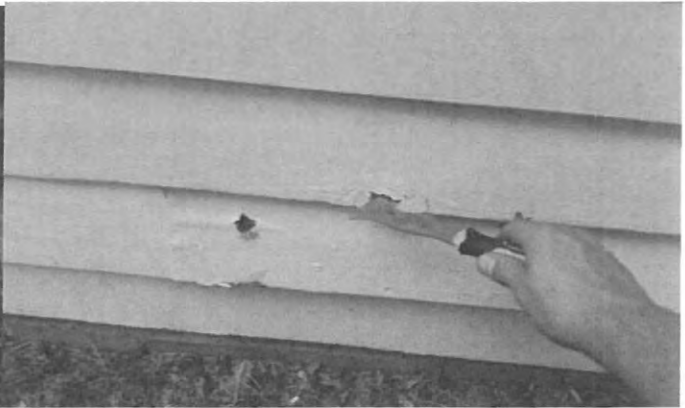
Left front carport, rotten corner board



Front right carport, both fascias are rotten



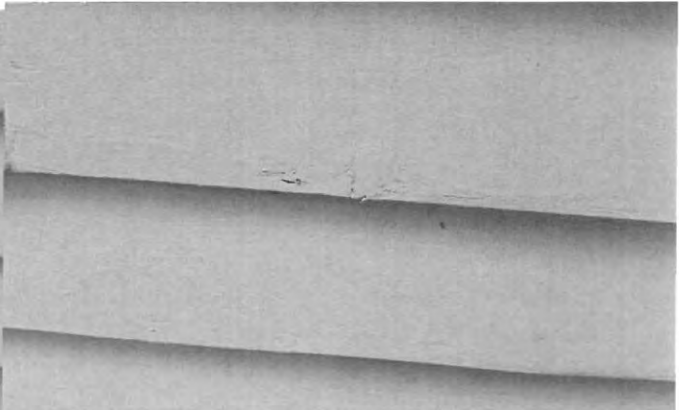
Front right carport, both corner boards and quarter round  
Are rotten



Right side of carport, two pieces of rotten siding



Right side of carport, rotten siding



Right side of carport, rotten siding



Front left of bay window, wood is solid, but  
Would recommend sealing the bottom edge.



Front left of bay window, both bed moulds are rotten, and both  
Trim boards underneath are rotten.



Front of the house, peeling paint



Front left ramp, peeling paint



Front right of bay window, rotten siding



Front Patio, left side, rotten bed mould



Upper front right, repair damaged shutter. Because These are old and custom, we can only piece in new Wood, and make it match existing



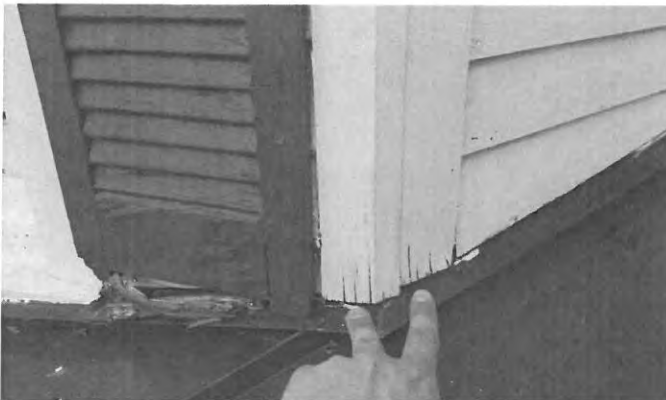
Upper front right, rotten siding



Front patio inside, left. Rotten back fascia and trim board.



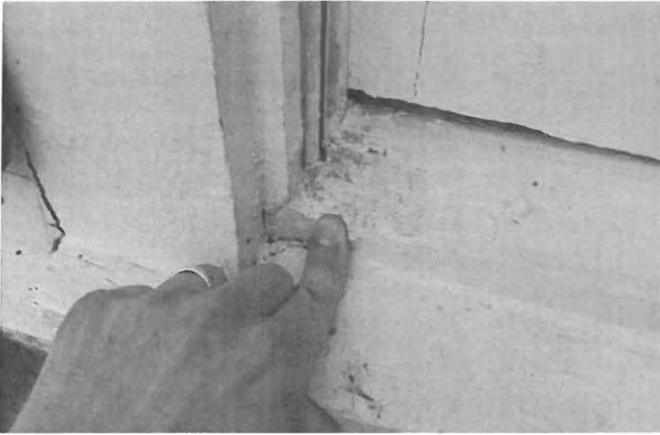
Upper windows above patio, rotten sash, can only repair Bad wood, no replace wood available.



Above patio, right of bay window, both corner boards Are rotten.



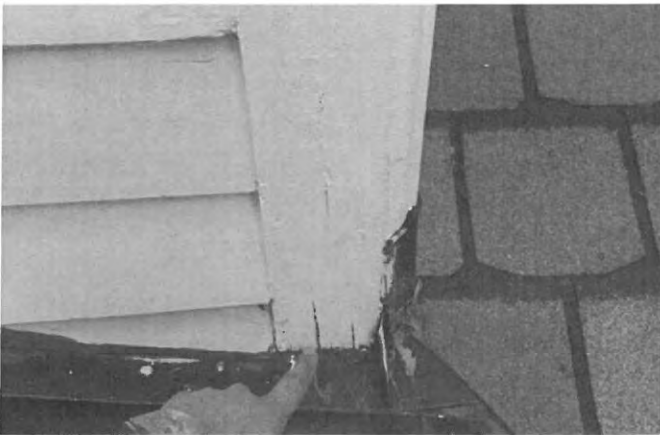
Above patio, right of bay window, shutter is rotten, can only Repair the rotten wood by piecing in new wood.



Upper, front right of bay window, rotten window sill.



Upper front right, rotten fascia.



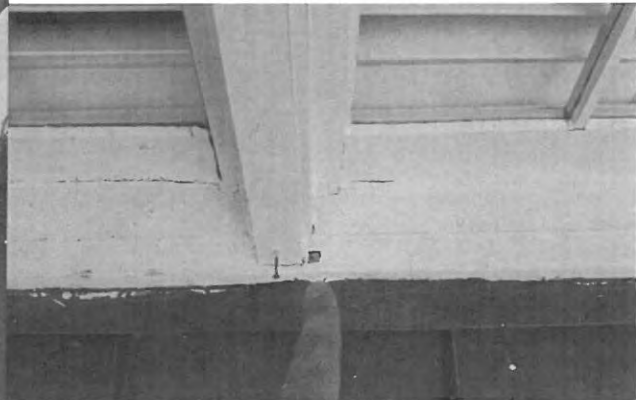
Upper right corner board, rotten.



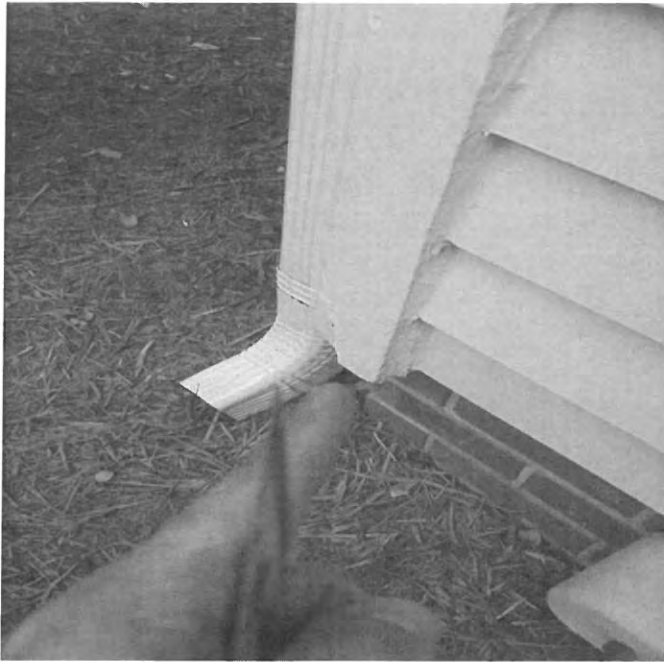
Upper right window, left trim board rotten.



Upper right window, right trim board rotten.



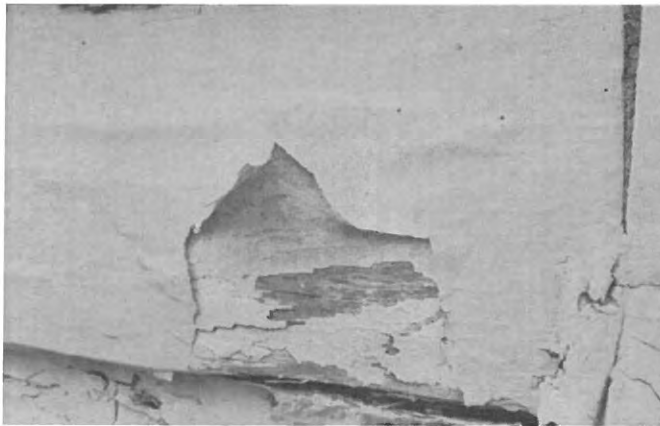
Upper windows above patio, window sill nosing rotten.



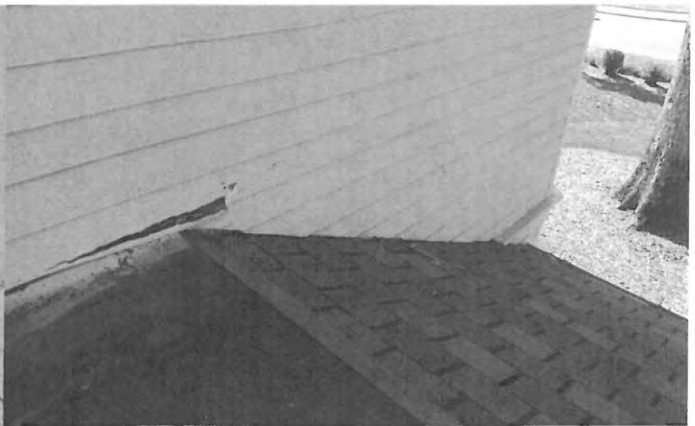
Lower right corner board rotten



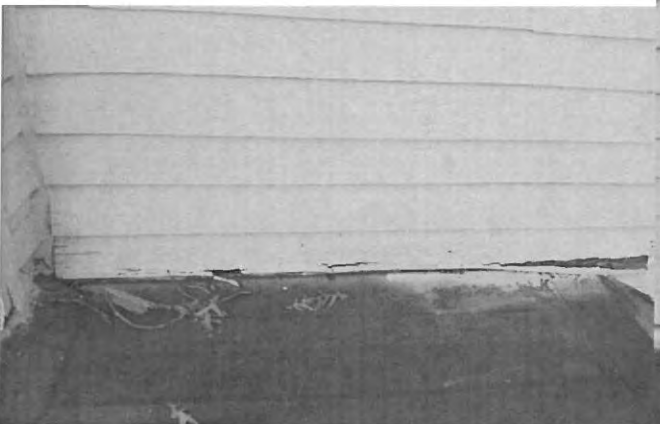
Lower right back corner board rotten



Detail of peeling paint



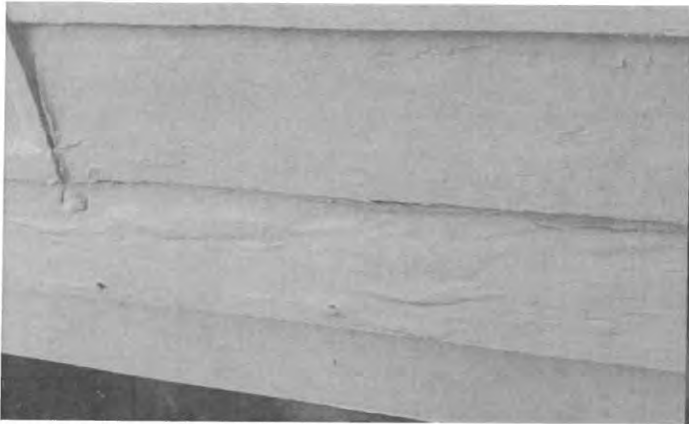
Upper Front left, several pieces of rotten wood down roof line



Upper left several pieces of rotten siding



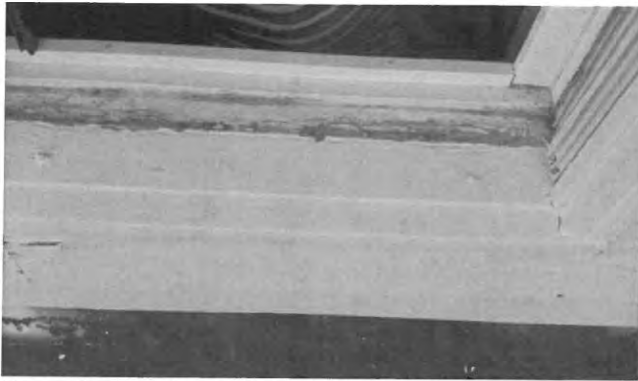
Upper left front, two rotten corner boards and quarter round  
And siding



Upper left bubbling paint detail



Upper left peeling paint detail



Upper left window sill detail of never painted



Carport right back side, two corner boards and quarter Round rotten.

Please contact me with any questions or comments. I can be reached at (704) 648-7454 or by email at [nick@nuhuecompany.com](mailto:nick@nuhuecompany.com). I look forward to earning your business, have a great day!

Thank you,

Nick LeClair  
Owner  
Nu Hue Company, LLC  
704-648-7454  
[nick@nuhuecompany.com](mailto:nick@nuhuecompany.com)

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

## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Peggy Piontek Town Administrator

**DATE:** September 14, 2015

**SUBJECT:** Increase of financial parameters of the Town Administrator

---

As I understand it, the financial limit permitted for me to approve without Council authority is \$500.00. I respectfully request that Council consider increasing that amount to a sum that allows me to conduct the daily business of my position but does not cause concern for the auditors or our Finance Officer. Staff is suggesting \$2,500.00

PSP

# TOWN OF WEDDINGTON

## MEMORANDUM

**TO:** Bill Deter, Mayor; Town Council

**FROM:** Julian Burton; Town Planner/Zoning Administrator

**DATE:** September 14<sup>th</sup>, 2015

**SUBJECT:** Update from the Town Planner

---

- The Planning Board will review the following items at the August 24<sup>th</sup> meeting:
  - Cardinal Crest Final Plat
  - Tuscan Ridge Final Plat
  - Highclere Phase 2 Final Plat
  - Graham Hall Entry Monument
  - Construction Documents for All Saints Anglican Church
  - Revised Enforcement Items Manual/Policy
  - LUP updates (stormwater/buffering)
- PIMs were held for a proposed subdivision along Highway 84 on August 31<sup>st</sup> and September 1<sup>st</sup>. Staff is still working through some issues with the applicant on the sketch plan design.

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

Alarm Date Between {08/01/2015} And {08/31/2015}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
15-1503207-000	08/01/2015	01:09:47	1813 MILL CHASE LN	744 Detector activation, no fire
15-1503214-000	08/01/2015	14:35:26	1048 LAKE FOREST DR /Wedd	321 EMS call, excluding vehicle
15-1503219-000	08/02/2015	00:17:55	540 KIRBY LN /WEDDINGTON,	321 EMS call, excluding vehicle
15-1503218-000	08/02/2015	00:31:13	1621 WALDEN POND LN	611 Dispatched & cancelled en ro
15-1503220-000	08/02/2015	00:44:45	1621 WALDEN POND LN	311 Medical assist, assist EMS c
15-1503222-000	08/02/2015	02:40:59	5300 GLENCOVE CT /WESLEY	100 Fire, Other
15-1503225-000	08/02/2015	11:28:52	204 CHAUCER LN /MATTHEWS,	311 Medical assist, assist EMS c
15-1503227-000	08/02/2015	14:53:18	5939 WEDDINGTON RD /Wesle	611 Dispatched & cancelled en ro
15-1503228-000	08/02/2015	15:38:14	6420 WEDDINGTON RD /WESLE	730 System malfunction, Other
15-1503229-000	08/02/2015	16:16:50	6732 OLD MONROE RD /India	651 Smoke scare, odor of smoke
15-1503230-000	08/02/2015	17:36:09	311 PALMERSTON LN	611 Dispatched & cancelled en ro
15-1503234-000	08/02/2015	21:56:50	315 WAXHAW INDIAN TRAIL R	321 EMS call, excluding vehicle
15-1503238-000	08/03/2015	09:39:26	1107 BROMLEY DR /WEDDINGT	321 EMS call, excluding vehicle
15-1503240-000	08/03/2015	11:30:30	915 OSPREY CT /Weddington	745 Alarm system activation, no
15-1503245-000	08/03/2015	14:51:24	13901 PROVIDENCE RD /300/	745 Alarm system activation, no
15-1503246-000	08/03/2015	15:16:13	709 SPRINGWOOD DR	321 EMS call, excluding vehicle
15-1503247-000	08/03/2015	16:21:28	725 ENNIS RD /Weddington,	321 EMS call, excluding vehicle
15-1503252-000	08/03/2015	21:45:16	801 CIRCLE TRACE RD /WESL	611 Dispatched & cancelled en ro
15-1503255-000	08/04/2015	08:31:30	4900 HUDSON CHURCH RD /IN	611 Dispatched & cancelled en ro
15-1503258-000	08/04/2015	10:28:19	8504 CHEVERNY DR	735 Alarm system sounded due to
15-1503261-000	08/04/2015	13:06:15	8805 GRACEFIELD DR	321 EMS call, excluding vehicle
15-1503263-000	08/04/2015	15:58:32	531 KINGSDOWN CT /Wedding	311 Medical assist, assist EMS c
15-1503269-000	08/04/2015	18:24:38	8909 NEW TOWN RD	553 Public service
15-1503270-000	08/04/2015	18:25:33	6350 WEDDINGTON RD /Wesle	553 Public service
15-1503267-000	08/04/2015	19:04:22	105 PRICE POINT DR /Wesle	321 EMS call, excluding vehicle
15-1503275-000	08/05/2015	06:14:57	5903 DEAL RD /WEDDINGTON,	735 Alarm system sounded due to
15-1503280-000	08/05/2015	12:20:18	6420 WEDDINGTON RD /WESLE	511 Lock-out
15-1503287-000	08/05/2015	21:36:59	9511 BLACKGOLD CIR	600 Good intent call, Other
15-1503293-000	08/06/2015	12:29:40	218 HORN TASSEL CT /WESLE	611 Dispatched & cancelled en ro
15-1503297-000	08/06/2015	15:18:44	2304 BARRINGTON RIDGE DR	550 Public service assistance, O
15-1503298-000	08/06/2015	15:35:37	400 CONAWAY CT /Wesley Ch	321 EMS call, excluding vehicle
15-1503301-000	08/06/2015	16:03:39	1004 PATRICIANS LN /MONRO	311 Medical assist, assist EMS c
15-1503302-000	08/06/2015	16:18:28	1009 SEMINOLE DR /MARVIN,	321 EMS call, excluding vehicle
15-1503303-000	08/06/2015	16:37:35	8926 NELLIE LN /MARVIN, N	321 EMS call, excluding vehicle
15-1503304-000	08/06/2015	17:29:48	8701 ANKLIN FORREST DR	611 Dispatched & cancelled en ro
15-1503308-000	08/07/2015	01:17:06	9806 JOE KERR RD /MARVIN,	736 CO detector activation due t
15-1503310-000	08/07/2015	07:47:26	NEW TOWN RD & S TWELVE MI	611 Dispatched & cancelled en ro
15-1503311-000	08/07/2015	07:54:52	6820 NEW TOWN RD /WESLEY	324 Motor Vehicle Accident with
15-1503317-000	08/07/2015	12:09:32	8800 TINTINHULL LN	321 EMS call, excluding vehicle
15-1503320-000	08/07/2015	14:31:58	5600 WEDDINGTON RD /MONRO	322 Motor vehicle accident with
15-1503321-000	08/07/2015	15:06:13	5924 WEDDINGTON RD /B1/We	600 Good intent call, Other
15-1503328-000	08/08/2015	09:37:40	6006 LEEDS CT /WESLEY CHA	611 Dispatched & cancelled en ro
15-1503330-000	08/08/2015	09:53:19	400 HUNTERS POINTE DR /We	311 Medical assist, assist EMS c
15-1503333-000	08/08/2015	13:35:04	8004 MAGNA LN /Indian Tra	321 EMS call, excluding vehicle
15-1503334-000	08/08/2015	13:59:34	3003 WHISPERFIELD LN /Mat	611 Dispatched & cancelled en ro
15-1503336-000	08/08/2015	15:39:23	7135 FOREST RIDGE RD /WED	311 Medical assist, assist EMS c

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

Alarm Date Between {08/01/2015} And {08/31/2015}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
15-1503337-000	08/08/2015	17:03:31	6108 FLOWERGATE LN /WESLE	321 EMS call, excluding vehicle
15-1503338-000	08/08/2015	18:48:18	6521 DEAL RD /Weddington,	321 EMS call, excluding vehicle
15-1503343-000	08/09/2015	00:20:22	8304 AVANTI DR /MARVIN, N	911 Citizen complaint
15-1503344-000	08/09/2015	03:17:22	1214 FOXFIELD RD	311 Medical assist, assist EMS c
15-1503345-000	08/09/2015	08:02:47	8514 TINTINHULL LN	554 Assist invalid
15-1503347-000	08/09/2015	08:30:56	438 HUNTING CREEK DR /WED	321 EMS call, excluding vehicle
15-1503346-000	08/09/2015	08:34:21	809 LILLIESHALL RD	611 Dispatched & cancelled en ro
15-1503349-000	08/09/2015	12:25:01	5607 WEDDINGTON RD /MATTH	311 Medical assist, assist EMS c
15-1503351-000	08/09/2015	14:00:57	3020 KINGS MANOR DR /WEDD	511 Lock-out
15-1503352-000	08/09/2015	16:20:45	1109 CUTHBERTSON RD /WESL	553 Public service
15-1503355-000	08/09/2015	23:53:08	6203 LOWERGATE DR /Wesley	713 Telephone, malicious false a
15-1503362-000	08/10/2015	14:50:13	7000 WEDDINGTON BROOK DR	321 EMS call, excluding vehicle
15-1503364-000	08/10/2015	15:28:18	4505 WEDDINGTON RD /MONRO	142 Brush or brush-and-grass mix
15-1503370-000	08/11/2015	04:52:03	811 S POTTER RD /Monroe,	611 Dispatched & cancelled en ro
15-1503379-000	08/11/2015	10:09:58	509 WEDDINGTON RD /Weddin	553 Public service
15-1503377-000	08/11/2015	10:24:06	4952 ANTIOCH CHURCH RD /W	611 Dispatched & cancelled en ro
15-1503380-000	08/11/2015	11:02:25	6214 ADELAIDE PL /Wesley	736 CO detector activation due t
15-1503392-000	08/11/2015	16:59:48	1716 WAXHAW INDIAN TRAIL	111 Building fire
15-1503391-000	08/11/2015	17:38:44	1520 CUTHBERTSON RD	400 Hazardous condition, Other
15-1503394-000	08/11/2015	18:35:31	NEW TOWN RD & WILL PLYLER	651 Smoke scare, odor of smoke
15-1503401-000	08/11/2015	22:33:14	7077 POTTER RD /WEDDINGTO	322 Motor vehicle accident with
15-1503402-000	08/12/2015	09:07:05	5945 WEDDINGTON RD /102/W	412 Gas leak (natural gas or LPG
15-1503403-000	08/12/2015	10:21:36	4074 BLOSSOM HILL DR /WED	611 Dispatched & cancelled en ro
15-1503407-000	08/12/2015	15:44:50	605 BEAUHAVEN LN	321 EMS call, excluding vehicle
15-1503409-000	08/12/2015	20:18:10	4505 WEDDINGTON RD /Monro	311 Medical assist, assist EMS c
15-1503413-000	08/13/2015	05:19:36	4304 OXFORD MILL RD	733 Smoke detector activation du
15-1503415-000	08/13/2015	07:40:32	7514 SUNBONNET LN	611 Dispatched & cancelled en ro
15-1503417-000	08/13/2015	09:46:59	7514 SUNBONNET LN	611 Dispatched & cancelled en ro
15-1503418-000	08/13/2015	11:56:48	9715 SADDLE AV /MARVIN, N	554 Assist invalid
15-1503419-000	08/13/2015	12:05:43	4837 WEDDINGTON MATTHEWS	321 EMS call, excluding vehicle
15-1503423-000	08/13/2015	15:48:08	505 SPRINGWOOD DR	522 Water or steam leak
15-1503426-000	08/13/2015	18:44:43	669 ENNIS RD /Weddington,	321 EMS call, excluding vehicle
15-1503428-000	08/13/2015	19:50:38	5208 GOLDMINE RD /WESLEY	554 Assist invalid
15-1503430-000	08/14/2015	07:55:45	311 PALMERSTON LN	321 EMS call, excluding vehicle
15-1503433-000	08/14/2015	15:11:50	1924 SMARTY JONES DR	321 EMS call, excluding vehicle
15-1503437-000	08/14/2015	21:00:58	2945 MATTHEWS WEDDINGTON	311 Medical assist, assist EMS c
15-1503436-000	08/14/2015	21:16:28	1923 SMARTY JONES DR	745 Alarm system activation, no
15-1503439-000	08/14/2015	22:23:37	1618 SHIMRON LN	700 False alarm or false call, O
15-1503444-000	08/15/2015	11:06:26	400 HUNTERS POINTE DR /We	311 Medical assist, assist EMS c
15-1503445-000	08/15/2015	12:39:08	WAXHAW MARVIN RD & NEW TO	322 Motor vehicle accident with
15-1503447-000	08/15/2015	13:17:22	1924 SMARTY JONES DR	321 EMS call, excluding vehicle
15-1503454-000	08/15/2015	17:23:50	1400 CUTHBERTSON RD	381 Rescue or EMS standby
15-1503452-000	08/15/2015	17:33:48	WEDDINGTON RD & SHANNON W	324 Motor Vehicle Accident with
15-1503456-000	08/15/2015	23:15:26	6320 WEDDINGTON RD /matth	511 Lock-out
15-1503461-000	08/16/2015	10:34:17	8515 REA RD	321 EMS call, excluding vehicle
15-1503462-000	08/16/2015	11:27:19	3016 CORNERSTONE DR /Wedd	321 EMS call, excluding vehicle

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

**Alarm Date Between {08/01/2015} And {08/31/2015}**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
15-1503467-000	08/16/2015	20:39:25	2622 CREEK MANOR DR	113 Cooking fire, confined to co
15-1503470-000	08/17/2015	08:43:16	5004 CEDAR PARK CT /WESLE	311 Medical assist, assist EMS c
15-1503472-000	08/17/2015	12:04:09	8515 REA RD	321 EMS call, excluding vehicle
15-1503473-000	08/17/2015	13:25:14	708 PROVIDENCE OAK LN /WE	321 EMS call, excluding vehicle
15-1503477-000	08/17/2015	17:37:52	1400 CUTHBERTSON RD	321 EMS call, excluding vehicle
15-1503479-000	08/17/2015	18:38:33	GRAY BYRUM RD & S PROVIDE	322 Motor vehicle accident with
15-1503480-000	08/17/2015	23:17:21	1030 BROOK VALLEY RUN /In	320 Emergency medical service, o
15-1503481-000	08/18/2015	04:51:28	300 WATERLEMON WAY /Monro	744 Detector activation, no fire
15-1503485-000	08/18/2015	05:16:59	2002 BROOK VALLEY RUN /In	311 Medical assist, assist EMS c
15-1503488-000	08/18/2015	09:46:20	500 CASTLESTONE LN /Matth	743 Smoke detector activation, n
15-1503492-000	08/18/2015	13:04:16	3418 WATKINS RD /Monroe,	700 False alarm or false call, O
15-1503494-000	08/18/2015	18:19:29	6109 PUMPERNICKEL LN /Mon	311 Medical assist, assist EMS c
15-1503495-000	08/18/2015	18:45:18	1001 IVEYRIDGE DR	311 Medical assist, assist EMS c
15-1503498-000	08/18/2015	21:20:14	7005 POTTER RD /Weddingto	321 EMS call, excluding vehicle
15-1503499-000	08/18/2015	21:25:45	5501 BERRYWOOD LN /WESLEY	300 Rescue, EMS incident, other
15-1503500-000	08/18/2015	21:37:30	5401 BERRYWOOD LN /WESLEY	360 Water & ice-related rescue,
15-1503502-000	08/18/2015	22:19:11	WEDDINGTON RD & WESLEY CH	600 Good intent call, Other
15-1503503-000	08/18/2015	22:25:50	1002 MAYFLOWER TR /Wesley	520 Water problem, Other
15-1503504-000	08/18/2015	22:34:35	8004 AVANTI DR /MARVIN, N	814 Lightning strike (no fire)
15-1503505-000	08/18/2015	23:19:40	NEW TOWN RD & JED CIR	550 Public service assistance, O
15-1503506-000	08/19/2015	02:12:39	1261 BILLY HOWEY RD	363 Swift water rescue
15-1503507-000	08/19/2015	05:38:45	SHANNON RD & WAXHAW INDIA	800 Severe weather or natural di
15-1503508-000	08/19/2015	08:07:30	5003 SYMPHONY LN /Indian	111 Building fire
15-1503531-000	08/19/2015	20:01:47	4919 UNIONVILLE RD /Monro	611 Dispatched & cancelled en ro
15-1503533-000	08/19/2015	21:04:54	1714 LAUREL HILL DR	745 Alarm system activation, no
15-1503537-000	08/20/2015	00:10:46	517 APPOMATOX DR /MARVIN,	321 EMS call, excluding vehicle
15-1503538-000	08/20/2015	04:36:11	707 RIDGELAKE DR /WEDDING	311 Medical assist, assist EMS c
15-1503541-000	08/20/2015	13:52:05	6102 BLACKGATE CT /Wesley	321 EMS call, excluding vehicle
15-1503544-000	08/20/2015	16:19:56	805 PINE VALLEY CT /WEDDI	321 EMS call, excluding vehicle
15-1503552-000	08/20/2015	23:48:13	9820 JOE KERR RD /MARVIN,	611 Dispatched & cancelled en ro
15-1503554-000	08/21/2015	03:24:59	2109 WORTHINGTON DR /Wedd	321 EMS call, excluding vehicle
15-1503555-000	08/21/2015	06:08:30	2005 PRINCESA DR /WESLEY	500 Service Call, other
15-1503558-000	08/21/2015	09:13:50	S POTTER RD & WESLEY CHAP	324 Motor Vehicle Accident with
15-1503563-000	08/21/2015	10:26:55	822 WILLOUGHBY RD /Monroe	710 Malicious, mischievous false
15-1503569-000	08/21/2015	13:45:13	3900 WESLEY CHAPEL RD /We	324 Motor Vehicle Accident with
15-1503570-000	08/21/2015	15:49:41	4428 KIDDLE LN /Monroe, N	311 Medical assist, assist EMS c
15-1503573-000	08/21/2015	22:45:39	300 MARVIN RD /MARVIN, NC	622 No Incident found on arrival
15-1503576-000	08/22/2015	08:10:27	1617 FUNNY CIDE DR	745 Alarm system activation, no
15-1503578-000	08/22/2015	12:13:30	6400 WEDDINGTON RD /H/Wes	745 Alarm system activation, no
15-1503581-000	08/22/2015	12:41:47	4901 WEDDINGTON RD /WEDDI	381 Rescue or EMS standby
15-1503579-000	08/22/2015	13:33:03	9114 UNBRIDLE LN	553 Public service
15-1503588-000	08/22/2015	14:56:13	1400 CUTHBERTSON RD	381 Rescue or EMS standby
15-1503586-000	08/22/2015	17:54:50	424 RUNNING HORSE LN /MAR	321 EMS call, excluding vehicle
15-1503593-000	08/23/2015	07:40:50	4490 ANTIOCH CHURCH RD /W	600 Good intent call, Other
15-1503595-000	08/23/2015	11:42:33	2004 SEMMES LN /INDIAN TR	542 Animal rescue
15-1503598-000	08/23/2015	15:29:43	7405 MELWOOD PL /Wesley C	322 Motor vehicle accident with

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

Alarm Date Between {08/01/2015} And {08/31/2015}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
15-1503600-000	08/23/2015	16:03:04	7405 MELWOOD PL /WESLEY C	311 Medical assist, assist EMS c
15-1503599-000	08/23/2015	16:32:46	8703 GRACEFIELD DR	321 EMS call, excluding vehicle
15-1503603-000	08/23/2015	19:42:17	308 PAINTED TURTLE CT /MA	700 False alarm or false call, O
15-1503606-000	08/23/2015	20:44:43	1028 MAGNA LN /Indian Tra	311 Medical assist, assist EMS c
15-1503607-000	08/23/2015	23:40:53	1028 MAGNA LN /INDIAN TRA	611 Dispatched & cancelled en ro
15-1503609-000	08/24/2015	02:56:36	1000 CHAMBERLEYNE WAY /We	321 EMS call, excluding vehicle
15-1503614-000	08/24/2015	09:54:08	1162 WILLOW OAKS /WEDDING	745 Alarm system activation, no
15-1503631-000	08/25/2015	19:24:48	4208 ANTIOCH CHURCH RD /W	321 EMS call, excluding vehicle
15-1503635-000	08/26/2015	06:32:03	2008 FORMOSA DR /Indian T	611 Dispatched & cancelled en ro
15-1503638-000	08/26/2015	10:18:46	4037 CAMROSE CRSG /INDIAN	700 False alarm or false call, O
15-1503642-000	08/26/2015	19:39:15	5211 WEDDINGTON RD /WEDDI	321 EMS call, excluding vehicle
15-1503644-000	08/27/2015	10:26:24	2215 POTTER COVE LN /WEDD	611 Dispatched & cancelled en ro
15-1503658-000	08/28/2015	08:17:29	8701 KENSINGTON DR	611 Dispatched & cancelled en ro
15-1503660-000	08/28/2015	11:34:22	717 PILGRIM FOREST DR /WE	311 Medical assist, assist EMS c
15-1503662-000	08/28/2015	15:12:17	6332 PUMPERNICKEL LN /WES	321 EMS call, excluding vehicle
15-1503663-000	08/28/2015	15:46:15	MARVIN RD & NEW TOWN RD /	322 Motor vehicle accident with
15-1503671-000	08/29/2015	04:41:05	4732 HOMESTEAD PL /Weddin	311 Medical assist, assist EMS c
15-1503678-000	08/29/2015	10:48:06	2825 CRANE RD	381 Rescue or EMS standby
15-1503674-000	08/29/2015	13:10:49	1207 WAYBRIDGE WAY /WEDDI	321 EMS call, excluding vehicle
15-1503677-000	08/29/2015	17:20:19	1644 RIDGEHAVEN RD	611 Dispatched & cancelled en ro
15-1503680-000	08/29/2015	20:33:16	2215 POTTER COVE LN /WEDD	611 Dispatched & cancelled en ro
15-1503683-000	08/29/2015	22:21:59	211 S POTTER RD /MONROE,	311 Medical assist, assist EMS c
15-1503684-000	08/29/2015	22:29:19	1402 ANTIOCH CHURCH RD /W	651 Smoke scare, odor of smoke
15-1503685-000	08/29/2015	22:44:44	3019 TWIN LAKES DR /Weddi	311 Medical assist, assist EMS c
15-1503687-000	08/30/2015	00:57:17	211 S POTTER RD /Monroe,	311 Medical assist, assist EMS c
15-1503688-000	08/30/2015	02:35:58	632 GELDERLAND DR /Matthe	111 Building fire
15-1503690-000	08/30/2015	05:59:33	1624 LOOK OUT CIR	700 False alarm or false call, O
15-1503691-000	08/30/2015	08:07:38	500 FIVE LEAF LN	735 Alarm system sounded due to
15-1503694-000	08/30/2015	12:20:16	9107 SHREWSBURY DR	322 Motor vehicle accident with
15-1503698-000	08/30/2015	17:07:57	5059 CAMBRIDGE OAKS DR /W	745 Alarm system activation, no
15-1503707-000	08/31/2015	13:38:37	CRANE RD & NEW TOWN RD	600 Good intent call, Other
15-1503714-000	08/31/2015	16:22:32	MARVIN RD & NEW TOWN RD /	322 Motor vehicle accident with

Total Incident Count 170

## Weddington

# 8/2015

UCR Code Description		Date of Report	Incident ID	
<b>13B</b>				
13B	ASSAULT ON FEMALE	8/1/15	201506549	
13B	SIMPLE ASSAULT	8/12/15	201506869	
13B	SIMPLE ASSAULT	8/14/15	201506952	
			Total:	3
<b>13C</b>				
13C	COMMUNICATING THREATS	8/14/15	201506948	
13C	COMMUNICATING THREATS	8/25/15	201507308	
			Total:	2
<b>23F</b>				
23F	BEL / THEFT FROM MOTOR VEHICLE	8/11/15	201506822	
23F	BEL / THEFT FROM MOTOR VEHICLE	8/11/15	201506819	
23F	BEL / THEFT FROM MOTOR VEHICLE	8/11/15	201506823	
23F	BEL / THEFT FROM MOTOR VEHICLE	8/11/15	201506825	
23F	BEL / THEFT FROM MOTOR VEHICLE	8/11/15	201506824	
23F	BEL / THEFT FROM MOTOR VEHICLE	8/11/15	201506827	
23F	BEL / THEFT FROM MOTOR VEHICLE	8/26/15	201507327	
			Total:	7
<b>23H</b>				
23H	LARCENY-MISDEMEANOR	8/3/15	201506585	
			Total:	1
<b>26A</b>				
26A	IDENTITY THEFT	8/5/15	201506652	
			Total:	1
<b>290</b>				
290	INJURY TO REAL PROPERTY	8/4/15	201506621	
290	INJURY TO PERSONAL PROPERTY	8/15/15	201506975	
			Total:	2
<b>90F</b>				
90F	VIOLATION DOMESTIC VIOLENCE PROTI	8/15/15	201506972	
			Total:	1
<b>999</b>				
999	INVESTIGATION	8/5/15	201506667	
999	FOUND PROPERTY	8/10/15	201506812	
999	ANIMAL CALL	8/11/15	201506821	
999	ANIMAL CALL	8/11/15	201506838	
999	INVESTIGATION	8/18/15	201507054	
999	ANIMAL CALL BITE	8/23/15	201507226	
999	CALL FOR SERVICE	8/27/15	201507364	
999	DEATH INVESTIGATION	8/29/15	201507403	
999	DEATH INVESTIGATION	8/29/15	201507418	
999	ACCIDENT NO VISIBLE INJURY	8/30/15	201507444	

**Weddington**

**8/2015**

UCR Code	Description	Date of Report	Incident ID	
999	ANIMAL CALL BITE	8/31/15	201507468	
Total:				11
<b>9999</b>				
9999	MENTAL HEALTH INVESTIGATION	8/26/15	201507331	
Total:				1

Monthly Crime Total **29**



# Union County Sheriff's Office

## Events By Nature

For the Month of: August 2015

Date of Report

9/2/2015

2:58:24PM

<u>Event Type</u>	<u>Total</u>
911 HANG UP	48
911 MISDIAL	9
ACCIDENT EMD	2
ACCIDENT HITRUN PD LAW	1
ACCIDENT PD COUNTY NO EMD	18
ACCIDENT PININ EMD	1
ALARMS LAW	70
ANIMAL BITE FOLLOW UP	3
ANIMAL BITE REPORT LAW	2
ANIMAL COMP SERVICE CALL LAW	5
ASSIST EMS OR FIRE	2
ASSIST OTHER AGENCY LAW	1
ATTEMPT TO LOCATE	2
BOLO	8
BURGLARY HOME OTHER NONBUSNE	1
BURGLARY VEHICLE	7
BUSINESS CHECK	12
CALL BY PHONE	15
CARDIAC RESPIRTY ARREST EMD	1
DELIVER MESSAGE	1
DISCHARGE OF FIREARM	2
DISTURBANCE OR NUISANCE	2
DOMESTIC DISTURBANCE	5
DOMESTIC VIOL ORD VIOLATION	1
ESCORT	3
FOLLOW UP INVESTIGATION	5
FOOT PATROL	3
FRAUD DECEPTION FORGERY	1

<u>Event Type</u>	<u>Total</u>
FUNERAL ESCORT	1
HARASSMENT STALKING THREATS	6
IMPROPERLY PARKED VEHICLE	1
INTOXICATED PEDESTRIAN	1
INVESTIGATION	2
JURISDICTION CONFIRMATION LAW	6
JUVENILE COMPLAINT	3
LARCENY THEFT	2
LOST OR FOUND PROPERTY	1
LOST OR STOLEN VEHICLE TAG	1
MEET REQUEST NO REFERENCE GIVN	1
MENTAL DISORDER LAW	3
MOTORIST ASSIST	6
NOISE COMPLAINT	3
POWER OUTAGES MASS	1
PREVENTATIVE PATROL	320
PROP DAMAGE VANDALISM MISCHIEF	2
PUBLIC SERVICE	2
RADAR PATROL INCLUDING TRAINIG	7
REFERAL OR INFORMATION CALL	3
REPOSESSION OF PROPERTY	2
RESIDENTIAL CHECK	2
SEARCH CONDUCTED BY LAW AGNC\	1
SERVE DOMESTIC VIOL ORDER	3
SERVE WARRANT	2
STAB GUNSHOT PENETRATING EMD	1
STRUCTURE FIRE EFD	1
SUSPICIOUS CIRCUMSTANCES	3
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	8
TRAFFIC DIRECT CONTROL	2
TRAFFIC HAZARD	2

<u>Event Type</u>	<u>Total</u>
TRAFFIC STOP	25
TRAFFIC VIOLATION COMPLAINT	6
TRESPASSING UNWANTED SUBJ	2
WANTED PERSON	1
WELL BEING CHECK	4

***Total Calls for Month: 671***

# TOWN OF WEDDINGTON

## REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2015-2016

08/01/2015 TO 08/31/2015					
		<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:					
10-3101-110	AD VALOREM TAX - CURRENT	114,575.32	114,874.92	944,000.00	88
10-3102-110	AD VALOREM TAX - 1ST PRIOR Y	503.73	914.13	4,000.00	77
10-3103-110	AD VALOREM TAX - NEXT 8 YRS	1,787.45	2,397.07	1,500.00	-60
10-3110-121	AD VALOREM TAX - MOTOR VEH	8,069.06	8,069.06	73,075.00	89
10-3115-180	TAX INTEREST	171.95	264.93	2,250.00	88
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	3,415.00	5,297.50	25,000.00	79
10-3350-400	SUBDIVISION FEES	2,860.00	12,155.00	55,000.00	78
10-3830-891	MISCELLANEOUS REVENUES	160.00	270.00	1,000.00	73
10-3831-491	INVESTMENT INCOME	435.52	435.52	5,000.00	91
	TOTAL REVENUE	131,978.03	144,678.13	1,861,825.00	92
AFTER TRANSFERS		131,978.03	144,678.13	1,861,825.00	
<b>4110 GENERAL GOVERNMENT</b>					
EXPENDITURE:					
10-4110-126	FIRE DEPT SUBSIDIES	58,288.75	120,127.18	709,895.00	83
10-4110-127	FIRE DEPARTMENT MAINTENANC	3,642.15	3,642.15	0.00	0
10-4110-128	POLICE PROTECTION	0.00	0.00	248,677.00	100
10-4110-192	ATTORNEY FEES - GENERAL	7,793.74	7,793.74	95,000.00	92
10-4110-193	ATTORNEY FEES - LITIGATION	51,613.92	51,613.92	30,000.00	-72
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	-8,931.21	-8,186.46	5,000.00	264
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	112,407.35	174,990.53	1,124,872.00	84
BEFORE TRANSFERS		-112,407.35	-174,990.53	-1,124,872.00	
AFTER TRANSFERS		-112,407.35	-174,990.53	-1,124,872.00	
<b>4120 ADMINISTRATIVE</b>					
EXPENDITURE:					
10-4120-121	SALARIES - CLERK	5,966.66	11,766.66	71,000.00	83
10-4120-123	SALARIES - TAX COLLECTOR	3,148.83	6,590.43	46,315.00	86
10-4120-124	SALARIES - FINANCE OFFICER	644.12	1,260.23	13,840.00	91
10-4120-125	SALARIES - MAYOR & TOWN COU	2,100.00	4,200.00	25,200.00	83
10-4120-181	FICA EXPENSE	907.24	1,821.97	12,460.00	85
10-4120-182	EMPLOYEE RETIREMENT	1,344.55	2,707.71	18,885.00	86
10-4120-183	EMPLOYEE INSURANCE	2,088.00	4,176.00	25,000.00	83
10-4120-184	EMPLOYEE LIFE INSURANCE	30.24	60.48	400.00	85
10-4120-185	EMPLOYEE S-T DISABILITY	24.00	48.00	300.00	84
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	1,369.39	1,436.05	12,500.00	89
10-4120-210	PLANNING CONFERENCE	0.00	0.00	2,500.00	100
10-4120-321	TELEPHONE - ADMIN	191.55	191.55	3,500.00	95
10-4120-325	POSTAGE - ADMIN	654.00	654.00	2,500.00	74

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

FY 2015-2016

		08/01/2015 TO 08/31/2015		BUDGETED	% BUDGET REM
		CURRENT PERIOD	YEAR-TO-DATE		
10-4120-331	UTILITIES - ADMIN	328.83	386.19	4,250.00	91
10-4120-351	REPAIRS & MAINTENANCE - BUIL	100.00	100.00	30,223.00	100
10-4120-352	REPAIRS & MAINTENANCE - EQU	5,551.16	12,630.19	63,000.00	80
10-4120-354	REPAIRS & MAINTENANCE - GRO	3,335.00	3,335.00	57,250.00	94
10-4120-355	REPAIRS & MAINTENANCE - PES	0.00	110.00	1,000.00	89
10-4120-356	REPAIRS & MAINTENANCE - CUS	500.00	500.00	6,000.00	92
10-4120-370	ADVERTISING - ADMIN	269.01	269.01	1,000.00	73
10-4120-397	TAX LISTING & TAX COLLECTION	-75.08	-105.38	1,000.00	111
10-4120-400	ADMINISTRATIVE:TRAINING	0.00	188.00	4,000.00	95
10-4120-410	ADMINISTRATIVE:TRAVEL	359.21	419.59	6,000.00	93
10-4120-450	INSURANCE	0.00	13,412.00	15,500.00	13
10-4120-491	DUES & SUBSCRIPTIONS	67.00	13,580.00	18,000.00	25
10-4120-498	GIFTS & AWARDS	435.53	500.00	3,500.00	86
10-4120-499	MISCELLANEOUS	330.48	467.78	5,000.00	91
	TOTAL EXPENDITURE	29,669.72	80,705.46	470,053.00	83
	BEFORE TRANSFERS	-29,669.72	-80,705.46	-470,053.00	
	AFTER TRANSFERS	-29,669.72	-80,705.46	-470,053.00	
<b>4130 PLANNING &amp; ZONING</b>					
EXPENDITURE:					
10-4130-121	SALARIES - ZONING ADMINISTR	4,570.10	9,140.20	57,240.00	84
10-4130-122	SALARIES - ASST ZONING ADMIN	145.86	291.72	2,250.00	87
10-4130-123	SALARIES - RECEPTIONIST	1,650.77	3,415.06	24,975.00	86
10-4130-124	SALARIES - PLANNING BOARD	375.00	750.00	5,200.00	86
10-4130-125	SALARIES - SIGN REMOVAL	254.56	532.99	4,000.00	87
10-4130-181	FICA EXPENSE - P&Z	535.21	1,080.96	7,770.00	86
10-4130-182	EMPLOYEE RETIREMENT - P&Z	917.57	1,851.89	13,015.00	86
10-4130-183	EMPLOYEE INSURANCE	2,088.00	4,176.00	27,000.00	85
10-4130-184	EMPLOYEE LIFE INSURANCE	20.44	40.88	300.00	86
10-4130-185	EMPLOYEE S-T DISABILITY	12.00	24.00	150.00	84
10-4130-193	CONSULTING	186.70	6,485.70	10,000.00	35
10-4130-194	CONSULTING - COG	0.00	0.00	21,750.00	100
10-4130-200	OFFICE SUPPLIES - PLANNING &	1,353.48	1,371.95	5,000.00	73
10-4130-201	ZONING SPECIFIC OFFICE SUPPLI	0.00	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	191.56	191.56	3,500.00	95
10-4130-325	POSTAGE - PLANNING & ZONING	483.60	483.60	2,500.00	81
10-4130-331	UTILITIES - PLANNING & ZONING	328.84	386.21	4,250.00	91
10-4130-370	ADVERTISING - PLANNING & ZON	44.61	44.61	1,000.00	96
	TOTAL EXPENDITURE	13,158.30	30,307.34	266,900.00	89
	BEFORE TRANSFERS	-13,158.30	-30,307.34	-266,900.00	
	AFTER TRANSFERS	-13,158.30	-30,307.34	-266,900.00	
	GRAND TOTAL	-23,257.34	-141,325.20	0.00	

# TOWN OF WEDDINGTON BALANCE SHEET

FY 2015-2016

PERIOD ENDING: 08/31/2015

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<u>ASSETS</u>	
ASSETS	
10-1120-000 TRINITY CHECKING ACCOUNT	572,475.99
10-1120-001 TRINITY MONEY MARKET	1,106,587.39
10-1170-000 NC CASH MGMT TRUST	530,225.67
10-1211-001 A/R PROPERTY TAX	856,723.60
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	5,744.80
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	13,433.37
10-1232-000 SALES TAX RECEIVABLE	1,050.39
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	5,014,978.87

<u>LIABILITIES &amp; EQUITY</u>	
LIABILITIES	
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	5,744.80
10-2625-000 DEFERRED REVENUE - CURR YR TAX	856,723.60
10-2630-000 DEFERRED REVENUE-NEXT 8	13,433.37
TOTAL LIABILITIES	921,754.21

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	-346,878.69
CURRENT FUND BALANCE - YTD NET REV	-141,325.20
TOTAL EQUITY	4,093,224.66
TOTAL LIABILITIES & FUND EQUITY	5,014,978.87