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**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, AUGUST 11, 2014 – 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. Presentation
  - A. Mr. Bill Whitley – Union County Parks and Recreation
5. Public Comments
6. Additions, Deletions and/or Adoption of the Agenda
7. Approval of Minutes
  - A. July 14, 2014 Regular Town Council Meeting Minutes
8. Consent Agenda (Public Hearing to be held September 8, 2014 at 7:00 p.m. the Weddington Town Hall)
  - A. Call for Public Hearing – Review and Consideration of Conditional Rezoning Application for Threshold Church
  - B. Review and Consideration of Authorizing the Tax Collector to Collect the 2014 Real Property Taxes for the Town of Weddington
9. Public Hearing and Consideration of Public Hearing
  - A. Public Hearing – Review and Consideration of Proposed Text Amendments to Section 46-76
  - B. Consideration of Ordinance Adopting Proposed Text Amendments to Section 46-76
10. Old Business
11. New Business
  - A. Review and Consideration of the Final Plat for Atherton Estates, Map 1
  - B. Review and Consideration of Amended Lease Agreement with Providence VFD
12. Update from Town Planner
13. Update from Town Administrator
14. Public Safety Report
15. Update from Finance Officer and Tax Collector
16. Transportation Report
17. Council Comments

18. Closed Session Pursuant to NCGS 143-318.11 (a) (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged and Consideration of Approval of Minutes

19. Adjournment



## UNION COUNTY PARKS & RECREATION DIVISION

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500 NORTH MAIN STREET, ROOM 615, MONROE, NC 28112  
BILL WHITLEY, DIRECTOR  
PHONE • 704-283-3611  
[www.co.union.nc.us](http://www.co.union.nc.us)

July 3, 2014

To Members of Union County Town Councils:

I am writing you, as major Union County Municipality leaders, to share with you that Union County is in the initial stages of developing a comprehensive master plan for Parks and Recreation for the county. This plan once developed will serve as Union County's road map for parks and recreation for the next 10 years. To best develop the plan, we need input from town governments as well as from as many of our citizens as possible.

We hope to gain this input through the following three instruments:

- (1) There will be a stakeholders meeting with our consultant to gather information relative to parks and recreation in Union County. We very much understand that the individual municipalities within Union County are extremely important players in this process. We would like to invite you to send a representative to this meeting to serve your local constituents. We would also ask that if you have planning documents for parks and recreation for your community that you share them with the consultant at that time. This can be in the form of printed documents or an electronic version.

This will allow us to develop a complete picture of everyone's planning efforts for the future.

**Day/Date: Tuesday, July 29, 2014**  
**Time: 9:45am-10:30am**  
**Location: Union County Government Center**  
**500 North Main St., Monroe, NC 28112**

- (2) Secondly, we will be completing a phone survey and an on-line survey to gain input from our residents. As soon as the on-line survey is developed, it will be placed on the County's website and advertised to the public. I would seek your help in encouraging your local residents to participant in the valuable tool to obtain community involvement.
- (3) Lastly, we will be holding public meetings to gain citizen input and share ideas between the communities. As soon as the dates for these meeting are made available, I will forward this information to your city/town clerk for forwarding to appropriate individuals.

To assist in establishing a firm foundation of the recreational platforms that already exist, I have requested your staff's assistance in providing an inventory of recreational sites in your municipality. This inventory should include public and private recreational sites within your municipality. Private sites can be any site that is open to the community for use (example: church playgrounds and ball fields or community centers). This inventory will assist us in determining what is available and where shortages may exist.

This comprehensive master plan is extremely important as we move forward together as a growing community. I truly appreciate your participation in this endeavor. If you have any questions, or would like for me provide further information to your council, please do not hesitate giving me a call at 704-283-3611.

Sincerely,

Bill Whitley, Division Director  
Union County Parks and Recreation  
[BillWhitley@co.union.nc.us](mailto:BillWhitley@co.union.nc.us)

E-mail copy to: All City/Town Managers and Clerks



## PARKS & RECREATION comprehensive master plan

[www.co.union.nc.us/Divisions/ParksRecreation.aspx](http://www.co.union.nc.us/Divisions/ParksRecreation.aspx)

704.283.3611



Take the Survey Online!

be part of the process  
share your ideas today

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, JULY 14, 2014 - 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 July 14, 2014, with Mayor Bill Deter presiding.

Present: Mayor Bill Deter, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Anthony Fox, Finance Officer Leslie Gaylord, Town Planner Julian Burton and Town Administrator Amy McCollum

Absent: Mayor Pro Tem Don Titherington

Visitors: Paul Pennell, Bill Price, Larry Watts, Joshua Watts, Joann Horstman, Mike Carver, Jane Duckwall, Alice Fraedrich, Donna Knowlton, Ineal Knowlton, Jeff Carroll, Susan Richardson, Gary Stone, Mark Curtis, Justin Serpico, Gene Melchior, David Tucker, Greg Thomas, Sandra McKee, Valentino P., Erin Yow, Charlie Brown, Ed Briggs, Tracy Stone, Cathy Killough-Brown, Gregg Wyant, Carol Wyant, Pat Harrison and Zach Vane

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

**Item No. 1. Open the Meeting.** Mayor Deter called the July 14, 2014 Regular Town Council Meeting to order at 7:02 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. Public Comments.** There were no Public Comments.

**Item No. 5. Additions, Deletions and/or Adoption of the Agenda.** Councilwoman Pamela Hadley moved to approve the agenda as presented. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

**Item No. 6. Approval of Minutes.**

**A. June 9, 2014 Regular Town Council Meeting Minutes.** Mayor Deter shared a correction from Mayor Pro Tem Don Titherington. Councilwoman Barbara Harrison moved to approve the June 9, 2014 Regular Town Council Meeting minutes with the one correction. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

**B. June 25, 2014 Special Town Council Meeting Minutes.** Councilwoman Harrison moved to approve the June 25, 2014 Special Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

**Item No. 7. Consent Agenda.**

**A. Consideration of SR-2 Resolution for Gloucester Street, James Madison Drive, Thomas Payne Alley, Botetourt Court and Lafayette Park Lane in the Williamsburg Subdivision.** Councilwoman Hadley moved to approve Resolution R-2014-03:

**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM  
TOWN OF WEDDINGTON, NORTH CAROLINA  
R-2014-03**

North Carolina

County of Union

**Road Description: Gloucester Street, James Madison Drive, Thomas Payne Alley, Botetourt Court and Lafayette Park Lane in the Williamsburg Subdivision in the Town of Weddington, North Carolina**

**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 14<sup>th</sup> day of July, 2014.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison

NAYS: None

**B. Call for Public Hearing – Review and Consideration of Proposed Text Amendments to Section 46-76 (Public Hearing is to be held August 11, 2014 at 7:00 p.m. at the Weddington Town Hall).** The Town Council received a copy of the proposed text amendment. Councilwoman Hadley moved to call for a public hearing to review and consider proposed text amendments to Section 46-76. The public hearing is to be held August 11, 2014 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison

NAYS: None

**Item No. 8. Public Hearings and Consideration of Public Hearings.**

**A. Public Hearing to Review and Consider – Weddington United Methodist Church Conditional Zoning Application.** Mayor Deter opened the public hearing. The Town Council received the following memo from Town Planner Julian Burton:

Weddington United Methodist Church requests a Conditional Zoning (CZ) Rezoning for Weddington United Methodist Church located on Providence Road. The Planning Board reviewed a previous version of this CZ rezoning request on March 24, 2014 and tabled their recommendation, citing concerns about the scope of the request and asking for more information from the applicant. The applicant revised the scope of the plan in response to these concerns from the Planning Board, and resubmitted plans for the May 19, 2014 Planning Board meeting. The Planning Board voted unanimously for approval with conditions.



### **Application Information**

Date of Application: February 21, 2014

Applicant Name: Weddington United Methodist Church

Owner Name: Weddington United Methodist Church

Parcel ID#: 06-150-045A, 06-150-045B, 06-150-040 and 06-150-039

Property Location: Providence Road

Existing Zoning: RCD

Proposed Zoning: RCD (CZ)

Existing Use: Church

Proposed Use(s): Athletic Fields, Parking, and Stormwater facilities.

Parcel Size: 22.09 Acres

### **General Information**

- The applicant proposes a Church and its customary related accessory uses in accordance with *Section 58-58 (2) a* of the *Weddington Zoning Ordinance*.
- The required Public Involvement Meetings for this project were held on March 17<sup>th</sup> and March 18<sup>th</sup>, 2014. The meeting on March 17<sup>th</sup> was held at Town Hall from 4:30-6:30pm. The meeting on March 18<sup>th</sup> was held on-site from 2:30-4:30pm.
- The *Weddington Zoning Ordinance* requires that all CZ Applications go through the Construction Document process per *Section 58-271*. Several items mentioned and depicted on the site plan will require further detail during the Construction Document process and review.

### **Proposed Uses on Site Plan:**

- I. Athletic Fields
  - Two soccer fields and one baseball field
  - Concessions and restrooms proposed
- II. Parking Lot
  - 192 additional parking spaces (469 existing parking spaces; 661 total)
- III. Stormwater Facilities
  - Stormwater and water quality detention pond located to south of the site adjacent to Lenny Stadler Way.

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

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

### **Access and Parking:**

- The site will be accessed by two existing curb cuts on Providence Road, one existing curb cut on Weddington Church Road, and a new curb cut on Lenny Stadler Way.
- The applicant is required to submit a Traffic Impact Analysis as part of this application. The traffic engineer deemed that a plan consisting only of athletic fields, parking, and stormwater facilities would not require a TIA. A letter from the engineer is included in your packet.
- Parking spaces and drive aisles meet the minimum size standards set forth in *Section 58-175* and *58-176* of the *Weddington Zoning Ordinance*.

### **Screening and Landscaping:**

- The applicant has provided screening and landscaping by using existing vegetation in addition to new landscaping. The landscaping plan shows all of the proposed landscaping and screening for the Athletic fields, and is included in your packet.
- A number of trees, marked with an X on the plan, will be removed in order to effectively grade the site. New trees will be planted to provide necessary screening and landscaping. For example, the tree line located north of the athletic fields will be removed and replaced with Allee Lacebark Elm trees, as shown in the landscaping plan.
- The applicant has proposed a 50 foot buffer between the church property and adjoining residential properties to the north, as required in Section 58-8. The applicant will plant trees and shrubs according to the requirements listed in Table 46-76 of the Weddington Zoning Ordinance.
- All trees included in screening and landscaping are listed in the Town of Weddington Approved Plant Species List.

### **Additional Information:**

- Adjacent Property Uses are as follows:  
North: The Hunter Farm  
South: Single family houses  
East: Providence Road  
West: Single family houses
- This site is not within a regulatory flood plain.
- A lighting plan is not part of this submittal and is addressed in the conditions.
- The Hours of Operation will be: Monday-Saturday: 8:00am – Sundown; Sunday: 1:00pm – Sundown
- There will be no amplified sound associated with the plan. Any amplified sound for future phases will require Town Council approval (noted in the submitted plan).

### **Recommended Conditions of Approval:**

1. Engineering must be approved by Town Engineer, Bonnie Fisher with USI;
2. Water and sewer/septic plans to be approved by Union County Public Works and Environmental Health;
3. All signage must comply with *Chapter 58, Article 5* of the *Weddington Code of Ordinances*;
4. Lighting Plan must be approved by the Town Council and shall comply with Town Lighting Ordinance;
5. Any future revisions to the approved site plan and other approved documents must comply with *Section 58-271 (i)* of the *Weddington Zoning Ordinance*;
6. Prior to commencement of construction, Construction Documents shall be approved by the Weddington Town Council in accordance with Section 58-271 of the *Weddington Code of Ordinances*.
7. Provide proof of a conversation with DOT regarding no parking signs on Lenny Stadler Way.

### **Town Council Action**

Approve/Approve with Conditions/Deny

The Town Council also received the following information:

- Existing Conditions Plan
- Conditional Zoning Plan
- Conditional Zoning Notes
- Letter from Justin T. Carroll, PE Transportation Engineer dated April 28, 2014
- Athletic Field Screen Planting

Town Planner Burton - All lighting will be shown in the construction document phase. It will be a condition of approval that all lighting proposed will meet the ordinance. It is also noted in the plan that there will not be any athletic field lighting in this phase. Any future phases that want to include athletic field lighting will have to go back through the conditional zoning process which would include Public Involvement Meetings, Public Hearings, etc.

Mayor Deter – I realize they have to take trees out and they are talking about replacing. Is that a one for one replacement?

Town Planner Burton – I am not sure. I do not believe that they are in the same location.

Mr. Paul Pennell – I do not believe there is any requirement for a one to one replacement but there is quite an extensive replacement. The Church will be making an effort to replace all the trees within the parking lots and the parking lot areas especially the streetscape areas along Weddington Church Road in addition to additional trees along Providence Road.

Mayor Deter – I see on the drawings the petitioner may install a six foot high fence which allows for the reduction of the buffer width by 20 percent.

Town Planner Burton – That is in the ordinance. If you put a fence in you can reduce the buffer by 20%. It should be a 50-foot buffer if there was no fence – it can be 40 feet with a fence.

Mr. Pennell – About six months ago Weddington United Methodist Church contacted us to help them with a study of their overall current growth needs and the current situation with their parking lot within the bounds of their property. The parking and ins and outs of the church members on Sunday have become increasingly difficult. The project originated as a parking study and an internal analysis of how to better get members in and out of the property on Sunday. As time went on and discussions unfolded it became aware to me that the church had an overall wish list that we could incorporate into a plan that we could present to the Town of Weddington to show and utilize as a blueprint of growth over what was originally considered a 20 year Master Plan. When we first brought the plan to the Planning Board the Planning Board had cited concerns about the public not having the ability to have input in 15 to 20 years. They wanted to bring that 20-year period down and address the current needs of the church – something more immediately like a 5-year plan. From that a sanctuary building and an education building was removed from the plan and now what remains is parking expansions, athletic fields and stormwater detention to meet the needs of the parking expansion on site and an additional driveway cut on Lenny Stadler Way. That is where the plans are at this point. There is some reconfiguration of realignment of Weddington Church Road and additional courtyard areas that are also included in this plan but as it stands now this is where we are. There is a small grove of trees in this area that will be removed from the expansion of this parking lot but additional trees will be planted along this parking expansion here and along Providence Road. There are some lighter colored trees on the plan that are existing and then all of the darker circles are trees to be added.

Mr. Larry Watts – My property is probably the closest property to the proposed ball field. I am opposed to the ball field. I understand what you are trying to do brings a lot of happiness and good things but it is getting backed up in a little small area and it is really not benefiting everyone. I am one of the few that it is not benefiting. When the Stadler Road was built in the first place the noise increased where we live. The noise pours down on my property. They attempted to alleviate this by putting a few shrub bushes so high. They have grown this high now. It does not cut the noise or lighting down. It does not help. What the ball fields are going to do is enhance what I have to deal with and some of the other neighbors. It is rough. Years ago I had to make a couple of calls to the police on the church for the noise level and it was coming from the last building that they erected in the front. What is going to happen now? They say there is not going to be any lighting. We know sooner or later they are going to say they need it. They are making another road entrance from Stadler into the ball fields. That going in and out is going to be dangerous. That road is dangerous. People go in excess of 50 mph on Stadler Road and on the church road going all the way down to the golf course it is a race track. These fields are going to cause my neighbors and me a lot of grief and we do not need that. If it was on the other hand and I was the church I would not dare dream of laying this on some of my friends. It looks like most of the people here really do not care. I would like some relief and instead of getting relief they are piling more on us.

Mr. Josh Watts – My father just spoke. My room was on the back side and the noise once the road came in got a lot more noticeable. With the trees that they are going to put in on the church's side of the property, it is going to knock the noise that way more. It is going to be that much louder. It is not going to do anything for the sound. There are numerous times when I am coming home going down that road I cannot get home because all the people that are basically stopped there to turn right to go to the church to pick up their kids. I understand that they have to pick up their kids but something else could be done with that and the fields are going to create that much more traffic and I am going to be sitting there that much longer waiting to get home to my family and I do not feel that is fair. I think the biggest issue is the trees. I love baseball but I think this could be done a lot smarter and to keep the noise on the church's side.

Ms. Alice Fraedrich – I live in Marvin. I am not a Weddington resident but I do go to Weddington UMC. I do speak out a lot at Marvin and I am very much aware of problems we have with lighting and traffic. I feel for these two residents here who are going to be impacted on their property. I do not know what suggestions that they came up with as to what could be done to keep the noise down off of their property. I am for a place for kids to play as I think everyone is. You do not want to impact neighbors. One thing I heard that I did like was the hours of operation. I did hear that you were going to have to come back for athletic lighting. I hope that Council would never grant athletic lighting because that further disturbs surrounding neighborhoods. It is interesting that your Planning Board unanimously approved this. I am all for going to NCDOT and getting them to put up "No Parking" signs so it does not impact these neighbors. I like to keep kids off the street. Please see what you could possibly do to increase the buffers even if you have to do something on their property to try to give them peace of mind.

Mr. Justin Serpico – There have been a lot of suggestions come up with to try to alleviate this issue but unfortunately we have lost at every twist and turn along the way. We have made our voices pretty plain but now we are sitting here with a cell tower in the back yard and a paved road back there and some additional issues we are facing now regarding the ball fields going in. There is no lighting on the agenda now but we all know where that is going in five years. I want to reiterate that when the Christian Academy is coming in and going out we cannot come home. We have to sit and wait in the line of traffic and that is leaving to get onto Providence Road and to come home. There is already an existing traffic issue and it is going to get worse when we invite spectators and folks in to play on the ball fields. I support community places for kids to play. The issue here becomes is all the people that are going to be there for a short time enjoying the benefits of these ball fields for a couple of hours on a Saturday which will definitely be offsetting our quality of life for the fact that we have to live with it all day long. We have to live with the traffic, the noise, events going on there all day Saturday and all day Sunday. I realize what the hours of operation are until dusk but that is when I am outside with my family trying to enjoy the solitude of my own quality of life and now I am going to be listening to ballgames going on in the backyard. As to the lighting issue that will come up in the future. It has already been thrown out there that they will be shielded. That is really an insult to our intelligence. You cannot shield lighting of that magnitude and keep it from polluting the surrounding property. It just will not be dark back there at night in addition to the headlights we constantly face. I am pleased to see that the plan has come back with a second iteration with a suggested berm and some plantings. That would definitely help insulate us from the noise coming off of the ball fields. There really needs to be a double set of berms – one on the church side of the road and one on the neighborhood side of the road. That was supposed to be handled by NCDOT but unfortunately we were completely misled by DOT that they were going to plant a green screen and what we got were holly bushes that I will be dead and gone before they are big enough to provide any type of privacy. Thank you for coming back with the proposal. I think we would like to see a lot more go in there. Have there been conversations with NCDENR because at the time that Lenny Stadler Way was put in we were told that the area that is being suggested for a detention basin had to remain a wetland and that is why the road was architected the way that it was?

Mr. Gary Stone – I would just mirror what these other neighbors have said as far as the impact of noise and traffic. I experience that too because my driveway is almost immediately at the intersection where Lenny Stadler comes out and I cannot tell you how many times I have almost been rear ended trying to get in my

driveway coming home from work. Do you have the exact placement of where home plate will be as far as the baseball field goes?

Mr. Pennell – It is what was shown on the plans. They are preliminary construction documents. Actual construction documents for the ball fields have not been produced as of yet.

Mr. Stone – So we do not know if home plate will be close to the Family Life Center or the opposite end of that property?

Mr. Pennell – Given the geometry of the seven acres that is a very close approximation of how the ball fields will be orientated on the site.

Mr. Stone – Will the fields be irrigated and if so will it be county water or will a well be dug?

Mr. Pennell – As of right now there are no irrigation plans for the ball fields.

Mr. Stone – Most of the residents are on well water still so that would be an impact if you dug a well.

Councilwoman Hadley – Addressing the size of the trees - when I looked at the landscaping it looked like they were pretty mature to me. Maybe you could address that.

Mr. Pennell – You are referring to the proposed trees along Weddington Church Road and the screening planned for the ball fields. The trees which we are proposing along Weddington Church Road are 3 inch caliper trees so those would be ball and burlap and per American nursery stock would be between 12 to 14 feet in height at planting.

Mayor Deter – The plan says it will be between 14 to 16 feet.

Mr. Pennell – The material that I selected for the screening has a very different growth characteristic than a Burford Holly. The plantings which are being proposed for this screening are Wax Myrtles, Leyland Cypress and Elm Trees and all those trees all grow reasonably fast. Wax Myrtles will like the soil in this area much more than a Burford Holly. They tend to appreciate this clay soil. There will be a lot of growth out of those. You are probably going to see a full screen of this material probably within four to five years. They will leap well past what the current sizes of the Burford Hollies are within a year. I was mindful of the neighbors' concerns and wanted to address them with appropriate plantings for this area.

Councilmember Smith – So the Hollies will be removed and those will be put in their place?

Mr. Pennell – No - they are NCDOT's plants and they are on the other side. We are on the church's side/ball field side.

Councilwoman Hadley – Is that an actual berm?

Mr. Pennell – It is not a true berm but it is elevated off of the road. We are basically utilizing a little bit of an existing berm that we are not touching then we are using an elevated planting off of Lenny Stadler that is existing. The existing berm that is out there is probably four feet in height and at its highest point this elevation back here again is probably four feet above the road.

Mayor Deter – I know that there were some concerns expressed over noise and I believe we have a noise ordinance.

Town Planner Burton – We go with the County's ordinance. I do not think this use would exceed the noise ordinance.

Mayor Deter – I am trying to address some concerns we have had on noise.

Town Planner Burton – There is a decibel requirement. I would have to look it up.

Councilmember Smith – How is that enforced?

It was advised that the Sheriff's Office would enforce.

Councilmember Smith – Do they have a decibel reader?

Attorney Fox – They would have to.

Councilwoman Hadley – Isn't the County's ordinance more time sensitive? I thought the decibel reading was for amplified noise. Does it apply to crowd noise?

Town Planner Burton – I do not know.

Councilwoman Hadley – I thought the County's ordinance addressed after a certain period of time like at 11:00 at night and then the decibel only came into affect when you were talking amplified noise..

Councilwoman Harrison – I thought it was 10:00 p.m. I did think it was time sensitive and there was a decibel.

Councilmember Smith – The bottom line is we have no accurate way of enforcing or seeing that this is actually adhered to because we do not have the equipment and neither does the Sheriff's Office.

Councilwoman Hadley – It is stated in the conditions there is no amplified sound.

Mayor Deter – The concern then would be people noise. What I am hearing is that we have an ordinance on noise but it is an ordinance which is hard to enforce. Another question I had was with the traffic issues trying to get in and out of Lenny Stadler. It sounds like it is in relation to kid drop off and kid pick up. I thought that when this was discussed at the Planning Board that the way this would be set up was with internal stacking and there should not be any cars lined up along Lenny Stadler Road off the church's property. With all this parking the stacking should be internal to the church and not on Lenny Stadler.

Councilwoman Harrison – When I drive by you can see people turning in to the Life Center and stacking up there to pick up their children or drop their children off. I have never gone down Lenny Stadler to see if there were people driving that way and coming in. Normally where I saw the backup was on Providence Road. It used to be a lot worse.

Councilwoman Hadley – It used to be a lot worse on the right side of the church and that has been mitigated.

Councilwoman Harrison – How many students do you have?

It was advised approximately 120 at the Christian Academy and the preschool around 230 and they are dismissed at different times and housed at different locations.

Councilwoman Hadley – I am thinking that it will also be mitigated some by the drive going in off of Lenny Stadler and it looks like it would stack up more in the parking lot and on that new road and it would take some traffic off of Lenny Stadler.

Mr. Pennell – That is the intent of that driveway cut.

Councilwoman Harrison – Have you talked with NCDOT?

Mr. Pennell – No, not regarding this plan. Basically what we are showing on this plan is within the bounds of their guidelines. The advantage of this driveway cut here is the church trying to address current staking problems. This parking lot was restriped by the church six months ago and when we restriped this the orientation of the internal striping created more stacking opportunities to solve an immediate problem. From what I am hearing that has worked to some extent. The advantage of this driveway cut is to allow people to no longer stack along Lenny Stadler. It is to bring traffic off of Providence and then on to the site more quickly. With this driveway cut cars will have the opportunity to have a longer stacking opportunity on site to remove nearly all cars off of a public right-of-way. This is a really important driveway cut at least from a stacking perspective of picking up children.

Mr. Larry Watts – Will the cars be able to depart there?

Mr. Pennell – It will be a full movement intersection.

Mr. Larry Watts – That is not good. That is not safe.

Mr. Pennell – There will be no turning lanes at that location.

Attorney Fox reviewed the Town's noise requirements and advised that it does not include a decibel standard.

Mr. Josh Watts – You are addressing the noise from the actual baseball games but what about the traffic that is going through there?

Mayor Deter – That would be kind of like wanting us to control noise on Providence Road, Weddington-Matthews Road and the road that goes in front of my house. I understand everyone's concern regarding noise and we are a growing community and we are trying to manage that but I do not think that is a realm of what we are considering tonight.

Mr. Josh Watts – It is not possible to put trees on the other side? That would stop the noise. The trees on the church's side is going to amplify the sound going the other way.

Attorney Fox – We do not own the land on the other side of the right-of-way. The applicant does not own it. We cannot control that element within the approval process.

Mr. Larry Watts – The church owns on the other side there to my property and we offered to give part of my property.

Councilwoman Harrison – Do we have someone from the church to verify that they own on both sides of Lenny Stadler?

Mr. Pennell – The portion of the church's property that I believe they are referring to is this portion here on the opposite side of Lenny Stadler. Where the hollies are is NCDOT's property.

Mr. Justin Serpico – This is the church's property. They granted an easement to NCDOT on the back side of our property lines to the road so there are hollies here - unfortunately there is a break in the hollies right at Larry's house - they just did not plant it and they picked back up here. This side of the road is an easement.

Mr. Pennell – This portion of the property is not owned by Weddington UMC. This portion is NCDOT right-of-way.

Councilwoman Harrison – Is the Church willing on property they own on that side of the road to plant some Leylands?

Mr. Pennell – I believe that the church would be open to that.

Councilwoman Harrison – So we could put that as a condition where the church owns the land?

Mr. Pennell – If NCDOT would allow it.

Councilwoman Harrison – I would also like for you to work with John Underwood with NCDOT about the traffic and the driveway cut.

Mr. Pennell – We absolutely will. We would have to get NCDOT permits for that driveway already so we would already need to be working with them.

Councilwoman Harrison – They will be able to verify whether they think it is dangerous or not to have a right in and left out at that area.

Mr. Pennell – The church will explore with NCDOT planting that portion of the right-of-way.

Mayor Deter closed the public hearing.

**B. Consideration of Conditional Zoning Application for Weddington United Methodist Church.**

Councilwoman Harrison moved to approve the Conditional Zoning Application for Weddington UMC with the following conditions:

1. Engineering must be approved by Town Engineer, Bonnie Fisher with USI.
2. Water and sewer/septic plans to be approved by Union County Public Works and Environmental Health.
3. All signage must comply with *Chapter 58, Article 5* of the *Weddington Code of Ordinances*.
4. Lighting Plan must be approved by the Town Council and shall comply with Town Lighting Ordinance.
5. Any future revisions to the approved site plan and other approved documents must comply with *Section 58-271 (i)* of the *Weddington Zoning Ordinance*.
6. Prior to commencement of construction, Construction Documents shall be approved by the Weddington Town Council in accordance with *Section 58-271* of the *Weddington Code of Ordinances*.
7. Provide proof of a conversation with DOT regarding no parking signs on Lenny Stadler Way.
8. Church has agreed to do plantings along that portion of Lenny Stadler across from the church's property if allowed by NCDOT.
9. Explore with NCDOT additional plantings along that corridor.
10. Work with NCDOT on the driveway cut and whether it is feasible to have a left hand turn out.

All were in favor, with votes recorded as follows:

AYES:	Councilmembers Smith, Hadley and Harrison
NAYS:	None

**C. Public Hearing to Review and Consider - Text Amendment (Homeowners Association and Street Maintenance - Within Checklist).** Mayor Deter opened the public hearing. The Town Council received a copy of the proposed text amendment.

Town Planner Burton - This is the checklist for when a developer wants to build a new subdivision. They have to meet all of these requirements. The two columns beside it are Preliminary Plat and Final Plat. This amendment says that the developer shall submit to the Town evidence that they have created a homeowners' association whose responsibilities will include perpetual maintenance of any streets that for any reason are not



accepted by NCDOT. Such evidence shall include filed copies of the articles of incorporation, declarations and homeowners' association bylaws.

Mayor Deter closed the public hearing.

**D. Consideration of Ordinance Adopting Text Amendment (Homeowners Association and Street Maintenance -Within Checklist).** Councilwoman Harrison moved to adopt Ordinance O-2014-07:

**AN ORDINANCE TO AMEND SECTION 46-46  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-07**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 46-46 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 46-46. Information to be contained in or depicted on preliminary and final plats.**

The preliminary and final plats shall depict or contain the information indicated in the following table. An 'X' indicates that the information is required. Preliminary plat information is only required for major subdivisions.

Information	Preliminary Plat	Final Plat
Title block containing the subdivision name and the name of the owner	X	X
Location (including township, county and state)	X	X
Date or dates survey was conducted and plat prepared	X	X
A scale of drawing in feet per inch listed in words and figures	X	X
A bar graph scale and north arrow	X	X
The name of the subdivider	X	X
A sketch vicinity map with north arrow showing the relationship between the proposed subdivision and surrounding area	X	X
The names, addresses and telephone numbers of all owners, mortgagees, registered land surveyors, land planners, architects, landscape architects and professional engineers responsible for the subdivision	X	X
The registration numbers and seals of the professional engineers and land surveyors	X	X
Date of plat preparation	X	X
The boundaries of the tract or portion thereof to be subdivided, distinctly and accurately represented with all bearings and distances shown	X	
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands		X
The names of owners of adjoining properties	X	X
The names of any adjoining subdivisions of record or proposed and under review	X	X
Minimum building setback lines	X	X

The zoning classifications of the tract to be subdivided and on adjoining properties	X	
Existing property lines on the tract to be subdivided and on adjoining properties	X	X
Existing buildings or other structures, watercourses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining	X	X
Proposed lot lines, lot and block numbers, and approximate dimensions	X	X
The lots numbered consecutively throughout the subdivision		X
Marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site	X	X
The exact location of the flood hazard, floodway and floodway fringe areas from the town's FEMA maps in compliance with <a href="#">chapter 58</a> , article XIII of the Weddington Code of Ordinances	X	X
Septic tank suitability data furnished by the appropriate county health department	X	
Proposed roads with horizontal and vertical alignment	X	X
Existing and platted roads on adjoining properties and in the proposed subdivision	X	X
Rights-of-way, location and dimensions	X	X
Pavement widths	X	X
Proposed grades (re: Roads)	X	X
Design engineering data for all corners and curves	X	X
Typical road cross-sections	X	X
Road names	X	X
If any road is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as required by the state department of transportation, division of highways' manual on driveway regulations. Evidence that the subdivider has obtained such approval	X	X
Subdivisions which are connected to Union County water systems must show the location of proposed fire hydrants in accordance with Union County Public Works standards	X	X
The location and dimensions of all utility and other easements	X	X
The location and dimensions of all buffer strips	X	X
The location and dimensions of all pedestrian or bicycle paths	X	X
The location and dimensions of all school sites, both existing and proposed	X	X
The location and dimension of all parks and recreation areas with specific type indicated	X	X
The location and dimensions of areas to be used for purposes other than residential with the purpose of each stated	X	X
The future ownership (dedication or reservation for public use to governmental body, homeowners' association, or for tenants remaining in subdivider's ownership) of recreational and open space lands	X	X
Acreage in total tract to be subdivided	X	
Acreage in parks and recreational areas and other nonresidential uses	X	
Total number of parcels created	X	

Acreage in the smallest lot in the subdivision	X	
Linear feet in streets	X	
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is listed on the U.S. Department of Interior's National Register of Historic Places or is designated as a local historic property by the county	X	X
The accurate locations and descriptions of all monuments, markers and control points		X
A copy of the approved erosion control plan submitted to the appropriate field office of the department of natural resources and community development, land quality division, for any major subdivision	X	X
A copy of any proposed deed restrictions or similar covenants. <b><u>The developer shall submit to the town evidence that the developer has created a homeowners' association whose responsibilities will include perpetual maintenance of any streets that for any reason are not accepted by NCDOT. Such evidence shall include filed copies of the articles of incorporation, declarations and homeowners' association bylaws.</u></b>	<b><u>X</u></b>	<b><u>X</u></b>
A separate map drawn at the same scale as the preliminary plat showing only proposed streets and lot lines, topography with contour intervals of no greater than ten feet (at the discretion of the subdivision administrator, contour intervals of five feet may be required), and an accurate mapping of soil classifications found on the site and general depths thereof	X	
A disk or tape copy of the final plat to be submitted in a format compatible to the town's GIS system. If this can not be supplied, expenses will be charged to the developer for the service to be completed by the town plus 15 percent		X
A copy of the approved roadway plan submitted to the appropriate office of the state department of transportation for any major subdivision	X	
A copy of permits from Army Corps of Engineers, pursuant to section 58-342	X	X
The location and dimensions of all drainage easements as defined in article XIII of <a href="#">chapter 58</a> , including P.E. certification when required	X	X
Compliance with section 58-338, "setbacks from streams"	X	X
Establishment of flood protection elevation (FPE) in accordance with section 58-338	X	X
Drainage, stormwater management plan and wetland protection plan demonstrating compliance with <a href="#">chapter 58</a> , article XIII, <a href="#">division 6</a> of the Weddington Code of Ordinances		

Adopted this 14<sup>th</sup> day of July, 2014.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

**E. Public Hearing to Review and Consider - Text Amendment (Notification Submitted to Facilities Director of UCPS and Chairman of the Board of Education of all Proposed Major Subdivisions - Within Checklist).** Mayor Deter opened the public hearing. The Town Council received a copy of the proposed text amendment.

Town Planner Burton - This is for Preliminary and Final Plat. The applicant will have to submit a copy of the notification to the Facilities Director of UCPS and the Chairman of the Board of Education stating the number

of lots requested in the plat application. This is to help the County monitor growth. Obviously they are County schools so it is helpful for the County and us regionally to inform them of all developments within Weddington.

Mayor Deter closed the public hearing.

**F. Consideration of Ordinance Adopting Text Amendment (Notification Submitted to Facilities Director of UCPS and Chairman of the Board of Education of all Proposed Major Subdivisions – Within Checklist).** Councilwoman Harrison moved to adopt Ordinance O-2014-08:

**AN ORDINANCE TO AMEND SECTION 46-46  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-08**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 46-46 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 46-46. Information to be contained in or depicted on preliminary and final plats.**

The preliminary and final plats shall depict or contain the information indicated in the following table. An 'X' indicates that the information is required. Preliminary plat information is only required for major subdivisions.

Information	Preliminary Plat	Final Plat
Title block containing the subdivision name and the name of the owner	X	X
Location (including township, county and state)	X	X
Date or dates survey was conducted and plat prepared	X	X
A scale of drawing in feet per inch listed in words and figures	X	X
A bar graph scale and north arrow	X	X
The name of the subdivider	X	X
A sketch vicinity map with north arrow showing the relationship between the proposed subdivision and surrounding area	X	X
The names, addresses and telephone numbers of all owners, mortgagees, registered land surveyors, land planners, architects, landscape architects and professional engineers responsible for the subdivision	X	X
The registration numbers and seals of the professional engineers and land surveyors	X	X
Date of plat preparation	X	X
The boundaries of the tract or portion thereof to be subdivided, distinctly and accurately represented with all bearings and distances shown	X	
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands		X
The names of owners of adjoining properties	X	X
The names of any adjoining subdivisions of record or proposed and under review	X	X
Minimum building setback lines	X	X

The zoning classifications of the tract to be subdivided and on adjoining properties	X	
Existing property lines on the tract to be subdivided and on adjoining properties	X	X
Existing buildings or other structures, watercourses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining	X	X
Proposed lot lines, lot and block numbers, and approximate dimensions	X	X
The lots numbered consecutively throughout the subdivision		X
Marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site	X	X
The exact location of the flood hazard, floodway and floodway fringe areas from the town's FEMA maps in compliance with <a href="#">chapter 58</a> , article XIII of the Weddington Code of Ordinances	X	X
Septic tank suitability data furnished by the appropriate county health department	X	
Proposed roads with horizontal and vertical alignment	X	X
Existing and platted roads on adjoining properties and in the proposed subdivision	X	X
Rights-of-way, location and dimensions	X	X
Pavement widths	X	X
Proposed grades (re: Roads)	X	X
Design engineering data for all corners and curves	X	X
Typical road cross-sections	X	X
Road names	X	X
If any road is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as required by the state department of transportation, division of highways' manual on driveway regulations. Evidence that the subdivider has obtained such approval	X	X
Subdivisions which are connected to Union County water systems must show the location of proposed fire hydrants in accordance with Union County Public Works standards	X	X
The location and dimensions of all utility and other easements	X	X
The location and dimensions of all buffer strips	X	X
The location and dimensions of all pedestrian or bicycle paths	X	X
The location and dimensions of all school sites, both existing and proposed	X	X
The location and dimension of all parks and recreation areas with specific type indicated	X	X
The location and dimensions of areas to be used for purposes other than residential with the purpose of each stated	X	X
The future ownership (dedication or reservation for public use to governmental body, homeowners' association, or for tenants remaining in subdivider's ownership) of recreational and open space lands	X	X
Acreage in total tract to be subdivided	X	
Acreage in parks and recreational areas and other nonresidential uses	X	
Total number of parcels created	X	

Acreage in the smallest lot in the subdivision	X	
Linear feet in streets	X	
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is listed on the U.S. Department of Interior's National Register of Historic Places or is designated as a local historic property by the county	X	X
The accurate locations and descriptions of all monuments, markers and control points		X
A copy of the approved erosion control plan submitted to the appropriate field office of the department of natural resources and community development, land quality division, for any major subdivision	X	X
A copy of any proposed deed restrictions or similar covenants.	X	X
A separate map drawn at the same scale as the preliminary plat showing only proposed streets and lot lines, topography with contour intervals of no greater than ten feet (at the discretion of the subdivision administrator, contour intervals of five feet may be required), and an accurate mapping of soil classifications found on the site and general depths thereof	X	
A disk or tape copy of the final plat to be submitted in a format compatible to the town's GIS system. If this can not be supplied, expenses will be charged to the developer for the service to be completed by the town plus 15 percent		X
<b><u>A copy of notification submitted to the Facilities Director of Union County Public Schools and the Chairman of the Board of Education, stating the number of lots requested in the plat application.</u></b>	<b><u>X</u></b>	<b><u>X</u></b>
A copy of the approved roadway plan submitted to the appropriate office of the state department of transportation for any major subdivision	X	
A copy of permits from Army Corps of Engineers, pursuant to section 58-342	X	X
The location and dimensions of all drainage easements as defined in article XIII of <a href="#">chapter 58</a> , including P.E. certification when required	X	X
Compliance with section 58-338, "setbacks from streams"	X	X
Establishment of flood protection elevation (FPE) in accordance with section 58-338	X	X
Drainage, stormwater management plan and wetland protection plan demonstrating compliance with <a href="#">chapter 58</a> , article XIII, <a href="#">division 6</a> of the Weddington Code of Ordinances		

Adopted this 14<sup>th</sup> day of July, 2014.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

#### **Item No. 9. Old Business.**

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

There is currently a vacancy on the Public Safety Advisory Committee due to the resignation of Douglas Sabo whose term is to expire in 2017. Applications from individuals wishing to serve on this Committee are included in your packet. Public Safety Chairman Gene Melchior has recommended Mr. Marcos Bilbao for this appointment.

Chairman Michael Smith moved to appoint Mr. Marcos Bilbao to the Public Safety Advisory Committee with a term to expire in 2017. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

**Item No. 10. New Business.**

**A. Review and Consideration of Planning Board's Annual Review of Land Use Plan.** Town Planner Burton advised that on Page 23 of the Land Use Plan it states the following: The Town should conduct an annual review every July to determine its progress in achieving plan goals, objectives and strategies. During this review, the Town should evaluate development decisions (e.g., zoning changes, subdivisions, building permits and public works projects) that have been made by the Town and other jurisdictions, growth trends and the progress made in accomplishing the strategies listed in this Plan element. The result of the annual review may be to recommend revisions to policies, the future land use map or the implementation program.

Councilwoman Hadley moved to accept the Land Use Plan Annual Review as drafted by Chairman Sharp and endorsed by the Planning Board.

**LAND USE PLAN ANNUAL REVIEW - JULY 2014**

**LAND USE GOALS AND POLICIES**

The Town continues to require open space for developments six acres or greater, and emphasizes viewshed from the road where appropriate.

All developments currently being proposed are single family homes.

Members of the Town Council and the Planning Board have been approached regarding additional commercial development that is larger than the scale needed to serve the Town. The ordinances and Land Use Plan have been referenced in response to these queries. Large scale commercial development could create additional traffic and safety issues.

A conservation subdivision is in progress on Rea Road and another on Weddington-Matthews Road with smaller lots thus providing additional conservation land in the Town. The Town has received a sketch plan for a conservation subdivision on Lochaven Road and for one on Antioch Church Road.

The Planning Board acting as the Design Review Board and the Town Council review construction plans and the Planning Board reviews entrance monuments for new subdivisions to be sure they are consistent with the Town's aesthetic values.

The Town Council has required the re-working of two subdivisions in order to minimize curb cuts on major and minor thoroughfares. (Atherton Estates and Beulah Acres)

The Town continues to work with the Providence VFD to ensure the efficient delivery of emergency services. The Town has contracts with Stallings VFD and Wesley Chapel VFD to serve portions of the Town.

The Town was in litigation regarding the adequate water supply to homes and for fire protection while also protecting the aesthetics in the area. The lawsuit has been dropped and plans for the water tower are proceeding.

The Town Clerk has contacted USI regarding improvements to road construction standards. This will be coordinated with NCDOT to stay within their requirements for taking over the subdivision streets.

The Town has a representative on the Charlotte Regional Transportation Planning Organization to stay informed and have input on road and thoroughfare plans.

Plans have been made to maintain the medians on Providence Road and to purchase new Town banners when the budget will allow.

The LARTP has specified certain roads that will be required and the extension of Amanda Drive will begin as Vintage Creek is built. The Town has received a sketch plan for Falls at Weddington located on Antioch Church Road which will continue the Amanda Drive Extension.

The Annexation Agreement with Charlotte has been extended for another ten years. The two municipalities agree not to annex across the county line.

The Town has contracted with CCOG for a part-time Code Enforcement Officer to investigate complaints about violations of the Town's ordinances.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

**B. Update on Action Retreat Items from Public Safety Advisory Committee.** Public Safety Chairman Gene Melchior provided the following update from the Public Safety Advisory Committee regarding action items from the retreat:

<b>ACTION ITEMS FROM 2014 RETREAT</b>	<b>CONTACT PERSON(S)</b>	<b>STATUS</b>	<b>Comments/Results of investigation June 10, 2014</b>
CERT – send out another notice and reach out to neighboring towns to see if there is an interest to work together	Melchior	<ul style="list-style-type: none"> <li>Chairman Melchior reported that this item had been discussed before and there was not a lot of interest from the public.</li> <li>Have information table at Weddington Festival in September to try to sign up individuals interested in serving on a CERT Team.</li> <li>Identify and engage other CERT Teams in the area.</li> <li>CERT sponsor would help direct the CERT Team and advise where help is needed.</li> </ul>	<ul style="list-style-type: none"> <li>I called Lancaster County CERT contact. They do not have an official CERT Team. They do offer training for the Citizens but do not have a TEAM that they can activate. He did suggest another contact that I could speak with at another county in SC that has a very active CERT program but that is a countywide program with county funding and county management. We do not have this commitment in Union County.</li> <li>He asked about how involved our citizens will be. I mentioned we were going to gauge interest at the Town Fair. He thought that was a good idea and if the interest was there to start a team, I could make contact with other CERT teams and the NC CERT</li> </ul>



			<p>contact to get helping starting a team.</p> <ul style="list-style-type: none"> <li>• The PSC will have a table in the Sept Town Fair to see if there is any interest in a CERT team.</li> </ul>
Research appropriate lighting around the roundabout and work with NCDOT on regulations	Melchior	<ul style="list-style-type: none"> <li>• Chairman Melchior reported that it gets very dark around the roundabout.</li> <li>• See if NCDOT would be interested in adding additional lighting.</li> <li>• Investigate installing additional lighting on the nearby power poles.</li> </ul>	<ul style="list-style-type: none"> <li>• I contacted NCDOT and they feel the lighting is adequate for this roundabout. If the Town would like to add more lights, they can go thru the same process as they did with adding Street Lights and get the same approvals and quotes in adding lights.</li> <li>• It might not be much work required to extend the existing street lights up to and past the roundabout if that is all that is required to add some additional lighting.</li> <li>• I can work with the Planning person at Town Hall to see what we can do, if the Council would like.</li> </ul>
Work with NCDOT on additional signage at the roundabout	Melchior	<ul style="list-style-type: none"> <li>• Chairman Melchior will contact NCDOT to see if additional signage at the roundabout can be added or is needed.</li> </ul>	<ul style="list-style-type: none"> <li>• I contacted NCDOT and they feel the signage is adequate. If fact, they said they added more signs than normal.</li> <li>• I would like to see if the article in the Town Newsletter helped clear up some confusion on how to drive a roundabout before we see if we need to fight this with NCDOT.</li> </ul>
Have NCDOT review the 35 MPH speed limit on Providence Road	Melchior	<ul style="list-style-type: none"> <li>• Chairman Melchior will contact NCDOT on this issue. There was discussion that this item had already been researched in the past by the Committee and NCDOT.</li> </ul>	<ul style="list-style-type: none"> <li>• I contacted NCDOT and they agreed that due to the road widening, a new study should be conducted to see if the speed limit should be increased.</li> <li>• They completed the study and support an increase in the speed limit.</li> <li>• If the town would like the limit increased, all they need do is ask. I have already submitted the</li> </ul>

			official information from NCDOT to Amy for submission to the next Town Council meeting so they can review.
Investigate fire whistle as early warning signal	Wescott	<ul style="list-style-type: none"> <li>• Fire Whistle alerts residents of public safety warnings in the area.</li> <li>• Where to locate, how many would be needed in Town and what would they be used for?</li> <li>• Typically residents do not like them.</li> </ul>	<ul style="list-style-type: none"> <li>• No Update for the June meeting. Needed more definition of requirement. Will continue to work on this item.</li> </ul>
Note certain areas in the Town that may need a street light and the policy from the electric company on costs and installation	PS Committee	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	<ul style="list-style-type: none"> <li>• Chairman Melchior advised that Union Power will install a light but the ongoing cost is approximately \$9.00 a month.</li> <li>• Installation of additional lighting is at the discretion of the Town Council since there are monthly costs involved.</li> <li>• Sets precedent and could get expensive.</li> <li>• Discussed areas in the Town that could benefit from additional lighting such as Twelve Mile Creek Road and Beulah Church Road.</li> </ul>
Contribute newsletter stories each quarter	PS Committee	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	<ul style="list-style-type: none"> <li>• Chairman Melchior wrote a story to be in the May newsletter regarding how to drive in the roundabout.</li> <li>• Next story – CERT Team for Weddington</li> </ul>
Volunteer at Town Events	PS Committee	<ul style="list-style-type: none"> <li>• Complete</li> </ul>	<ul style="list-style-type: none"> <li>• Public Safety Committee plans to volunteer at the Weddington Festival in September.</li> <li>• August meeting will finalize plans for PSC Table</li> </ul>
Work with deputies on radar schedule	Maxson	<ul style="list-style-type: none"> <li>• Work with deputies on radar schedule.</li> </ul>	<ul style="list-style-type: none"> <li>• No update at this time. Will work with Councilman Smith to coordinate Town use of RADAR and Citizen</li> </ul>

			requests.
Research metrics (response times/times of calls) to evaluate if schedule changes or additional staff is needed.	Maxson	<ul style="list-style-type: none"> <li>• Research metrics and response time of calls to evaluate deputies schedules.</li> <li>• Are deputies covering the times with the highest volume of calls?</li> </ul>	<ul style="list-style-type: none"> <li>• No update at this time.</li> </ul>

Mayor Deter – At the roundabout there is a cement piece that is painted black and people confuse that as part of the road. Is there any value of putting reflectors where it rises up? Also is a database being kept of the data received from the radar trailer and sign? It would also be good to have some type of spreadsheet showing where the radar trailer and sign has been located.

Councilmember Smith advised that the radar equipment gives so many reports that the Mayor and Council needs to determine what data they want.

Public Safety Chairman Gene Melchior and Councilmember Smith will look into the Mayor's questions.

**Item No. 11. Update from Town Planner.** The Town Council received the following update memo from Town Planner Burton:

Staff has received a Sketch Plan application for the Tuscan Ridge major subdivision, located off of Shagbark Lane. PIMs are scheduled for July 15<sup>th</sup> and 16<sup>th</sup>, 2014.

- On June 23<sup>rd</sup>, the Planning Board acted on the following items:
  - Sketch Plan for Falls at Weddington (Approved)
  - Minor Subdivision: Sessions (Approved)
- The following items will be on the July 28th Planning Board agenda for discussion:
  - Atherton Estates Final Plat
  - Weddington Country Festival Temporary Use Permit
  - CZ Application for Threshold Church
    - PIMS are scheduled for July 23<sup>rd</sup> and July 24<sup>th</sup>, 2014.

Staff, in coordination with Bonnie Fisher of USI, is in the process of reviewing and revising construction plan guidelines, roadway standards, and the stormwater ordinance. Ms. Fisher has already proposed draft versions of both construction plan guidelines and roadway standards, and will propose revised stormwater policies to planning staff in August.

Mayor Deter – Tuscan Ridge is the one where we approved a road extension after we got our concerns addressed about the stormwater runoff and there is an expectation that we will have that as part of the plan.

**Item No. 12. Update from Town Administrator.** The Town Council received the following update memo from Town Administrator McCollum:

- The Union County Sheriff's Office purchased a new laptop for the deputies to be used with the radar program.
- Date for auditors has been changed to September 11.
- The new Fire Suppression Contract for Wesley Chapel VFD has been signed. Stallings VFD has the new contract and I am waiting for them to return a signed original to me.

- Review of the Town's road requirements has been completed by our engineer. Proposed amendments will be on the Planning Board and Town Council's agenda in the next few months.
- The Fire Study Contract with McGrath Consulting has been signed. I have also forwarded them a list of stakeholders to contact for the fire study.
- Please start providing any items that you would like discussed at the August 28 retreat.
- A representative from Senator Robert Pittenger's office will use the Town Hall Conference Room for one day a week to meet with citizens on issues.

**Item No. 13. Public Safety Report.**

**PROVIDENCE VFD**

298 hours of training - 202 outside documented training and 96 hours of documented in house training.

Union EMS	17
Union Fire	24
Mecklenburg Fire	04
Mecklenburg EMS	0
Total	45

The Town Council also received Providence VFD's Income and Expense Budget Performance and Balance Sheet for June 2014.

Weddington Deputies – 699 Calls

Wesley Chapel VFD responded to 14 total incidents in the Town of Weddington in June. There were two fire alarms and one sick person for mutual aid.

Stallings VFD – 3 Calls

**Item No. 14. Update from Finance Officer and Tax Collector.**

**A. Finance Officer's Report.** The Town Council received the Revenue and Expenditure Statement by Department and the Balance Sheet for June 1, 2014 to June 30, 2014.

**B. Tax Collector's Report. Monthly Report –June 2014**

<b>Transactions:</b>	
Adjustments <\$5.00	\$(8.65)
Releases	\$(29.02)
Interest Charges	\$106.76
Overpayments	\$(172.75)
Refunds	\$187.70
Penalty and Interest Payments	\$(252.36)
<b>Taxes Collected:</b>	
2012	\$(863.77)
2013	\$(6,420.22)
<b>As of June 30, 2014; the following taxes remain Outstanding:</b>	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74

2006	\$56.80
2007	\$144.42
2008	\$1,456.08
2009	\$1,586.05
2010	\$1,905.68
2011	\$2,944.41
2012	\$7,812.43
2013	\$10,052.80
<b>Total Outstanding:</b>	<b>\$26,545.43</b>

#### **Annual Settlement Statement – Fiscal Year 2013-2014**

2013 Tax Charge	\$1,130,951.72
Balance Adjustments	\$(434.67)
Discoveries	\$603.99
Interest Charges	\$2,555.67
Refunds	\$12,042.20
Late List Penalties	\$149.66
Adjustments Under \$5.00	\$(179.46)
2013 Tax Exemptions	\$(55,557.15)
2013 Tax Deferments	\$(65,801.29)
2013 Tax Write-offs (<\$5.00)	\$(843.05)
Overpayments	\$(4,215.11)
Interest Payments	\$(192.47)
Penalty Payments	\$(70.61)
Releases	\$(128.15)
2013 Taxes Collected:	\$(1,008,828.48)
2013 Unpaid Balance	\$10,052.80

**\*2013 Collection Percentage 99.01%**

**Item No. 15. Transportation Report.** The Town Council received the following information:

- Prioritization 3.0 Division Needs Projects Proposed for Local Input Points Assignment
- Prioritization 3.0 Statewide Mobility Projects Preliminary Partially or Fully Funded Projects
- Prioritization 3.0 Regional Impact Projects Proposed for Local Input Points Assignment

Councilwoman Harrison reviewed the information that was in the Council packet. She stated, “We are working on Prioritization 3 which is the 2025 Horizon. We have the widening of Providence Road that will go to Cuthbertson on the 2025 Horizon. They also created a new roadway which is the widening of Rea Road with Highway 84 which is on the 2025 Horizon. The widening of Providence Road is ranked 10<sup>th</sup> and Rea Road is ranked further down. We have a couple more days to do any type of comments to NCDOT about local points. Right now we each have 100 points. People can ask that points be taken away from one and given to another one. The information is on the Town’s website.”

**Item No. 16. Council Comments.** Councilwoman Harrison – Tomorrow is the last day to vote. Please go out to vote.

Mayor Deter – I echo Barbara’s comments to go vote.

**Item No. 17. Adjournment.** Councilmember Smith moved to adjourn the July 14, 2014 Regular Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Smith, Hadley and Harrison  
NAYS: None

The meeting adjourned at 8:35 p.m.

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Bill Deter, Mayor

---

Amy S. McCollum, Town Clerk

**Town of Weddington  
Conditional Zoning Application**

Application Number: \_\_\_\_\_ Application Date: 6/24/14  
Applicant's Name: RICHARD T WILSON, EXECUTIVE PASTOR, THRESHOLD CHURCH  
Applicant's Phone: 704-277-3157  
Applicant's Address: 212 W MATTHEWS ST, STE 102, MATTHEWS NC 28105  
Property Owner's Name: MICHELLE A DILLWORTH, DAVID J DILLWORTH  
Property Owner's Phone: \_\_\_\_\_

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

Property Location: 3501 ANTIOCH CHURCH RD, WEDDINGTON NC 28104  
Parcel Number: 06-090-011C Deed Book and Page: 259/164  
Total Acreage of Site: 9.80 Existing Zoning: R-CD  
Application Fee: \$1,650<sup>00</sup> Check Number: 5756

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

Please include the following:

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

- ✓ All existing easements, reservations, and right-of-way on the property(ies) in question.
- ✓ Proposed principal uses: A general summary of the uses that will take place, with reference made to the list of uses found in section 5.9.1 of the Weddington Zoning Ordinance.
- ✓ Traffic impact analysis/study for the proposed service area, as determined by the Town Engineer, shall be required. In addition, traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets including typical parking space dimensions and locations (for all shared parking facilities) along with typical street cross-sections.
- ✓ General information on the number, height, size and location of structures.
- ✓ All proposed setbacks, buffers, screening and landscaping required by these regulations or otherwise proposed by the petitioner.
- ✓ All existing and proposed points of access to public streets.
- ✓ Proposed phasing of the project.
- ✓ Proposed number, location, type and size of all commercial signs.
- ✓ Exterior treatments of all principal structures.
- ✓ Delineation of all marginal lands including areas within the regulatory floodplain as shown on official Flood Hazard Boundary Maps for Union County.
- ✓ Existing and proposed topography at five-foot contour intervals or less.
- ✓ Scale and physical relationship of buildings relative to abutting properties.
- ✓ Public Involvement Meeting Labels.

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

#### **Zoning Administrator Approval**

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



### Planning Board Review

The applicant shall submit at least ten (10) copies of the application to the Zoning Administrator for transmittal to the Planning Board and other appropriate agencies. The zoning administrator shall present any properly completed application to the planning board at its next regularly scheduled meeting occurring at least 15 days after the application has been deemed complete and ready for submission to the planning board. The Planning Board by majority vote may shorten or waive the time provided for receipt for a completed application. The Planning Board shall have thirty days from the date that the application is presented to it to review the application and to take action.. If such period expires without action taken by the Planning Board, the application shall then be transferred to the Town Council without a Planning Board recommendation.

### Action by Town Council

Conditional Zoning District decisions are a legislative process subject to judicial review using the same procedures and standards of review as apply to general use district zoning decisions. Conditional zoning district decisions shall take into account applicable adopted land use plans for the area and other adopted land use policy documents and/or ordinances.

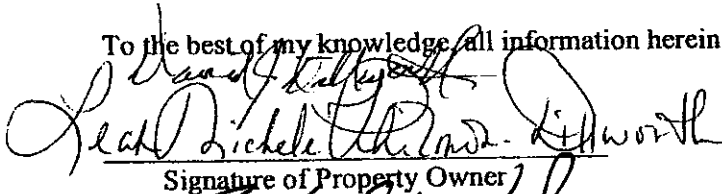
### Public Hearing Required

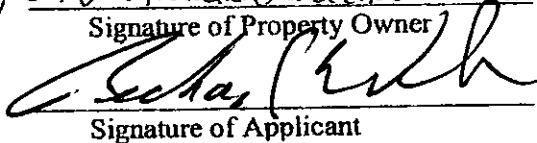
Prior to making a decision on rezoning a piece of property to a Conditional Zoning District, the Town Council shall have held a public hearing. Notice of such public hearing shall have been given as prescribed in section 12.1.7 of the Zoning Ordinance. Once the public hearing has been held, the Town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

The Town Council shall have the authority to:

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

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

  
Signature of Property Owner

  
Signature of Applicant

6-7-14

6.7.14

Date

6-23-14

Date

**TO:** Mayor and Town Council  
**FROM:** Kim H. Woods, Tax Collector  
**DATE:** August 11, 2014  
**SUBJECT:** 2014 Real Property Taxes

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In accordance with General Statutes 105.321, I am hereby requesting authorization to collect the 2014 Real Property Taxes for the Town of Weddington.

State of North Carolina  
Town of Weddington

To the Tax Collector of the Town of Weddington

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

Witness my hand and official seal this 11th day of August, 2014 .

---

Bill Deter, Mayor

Attest:

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Amy S. McCollum, Town Clerk

## Sec. 46-76. Road standards and buffering along thoroughfares.

(a)

### *Public roads.*

(1)

All subdivision lots, except as provided herein and in [section 58-10](#), shall abut public roads. All public roads shall be built ~~with a minimum of 20 feet of pavement and built to~~ [the design criteria and](#) construction standards of the state department of transportation [and the Town](#) for subdivision roads. Streets which are not eligible to be put on the state department of transportation system because there are too few lots or residences shall, nevertheless, be offered for dedication to the public and shall be designed and constructed in accordance with the above-referenced standards. A written maintenance agreement with provision for maintenance of the street until it is accepted as part of the state system shall be included in the final plat.

(2)

Exceptions to the public road frontage requirements shall be as follows: Any lot or tract shall be allowed to have easement lots created for construction of single-family dwellings as the principal use. Creation of such lots is made necessary by virtue of the fact that development of said property by conventional means (i.e., extension of public street) is impractical due to the disproportionate costs of required improvements as compared to the relative value of lots created and is within the spirit and intent of this chapter. These lots shall be created as follows:

a.

The applicant shall submit an application to the planning board with a sketch plat showing the proposed easement lots for approval to proceed further as specified in this section.

b.

All access easement; ~~i~~§ .....i; shall be at least 45 feet in width and shall meet or exceed the state department of transportation minimum standards for subdivision road width where possible. The travel surface of said easement shall be at least 16 feet in width. The travel surface need not be paved. The easement shall be maintained at all times in a condition that is passable for service and emergency vehicles.

c.

The creation of easement lots shall follow the procedures of a minor subdivision as outlined in [section 46-40](#). In addition, a statement shall

be placed on the subdivision plat acknowledging that said lots were being created upon a privately maintained and recorded easement, and a statement indicating the parties responsible for maintaining the easement.

d.

Creation of such easement lots and access easements shall not impair future extension of an adequate system of public streets to serve such lots.

e.

Easement lots shall not be further subdivided unless the newly created lots abut a public road. Any additional subdivision of easement lots shall be a major subdivision and shall be reviewed using the major subdivision plat approval process.

f.

If public road access becomes available to easement lots, all affected lot owners shall have the easement terminated of record.

**AN ORDINANCE TO AMEND SECTION 46-76  
OF THE CODE OF ORDINANCES  
OF THE TOWN OF WEDDINGTON  
O-2014-09**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT  
SECTION 46-76 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

**Sec. 46-76. Road standards and buffering along thoroughfares.**

(a) *Public roads.*

(1) All subdivision lots, except as provided herein and in Section 58-10, shall abut public roads. All public roads shall be built ~~with a minimum of 20 feet of pavement and built to~~ the design criteria and construction standards of the state department of transportation and the Town for subdivision roads. Streets which are not eligible to be put on the state department of transportation system because there are too few lots or residences shall, nevertheless, be offered for dedication to the public and shall be designed and constructed in accordance with the above-referenced standards. A written maintenance agreement with provision for maintenance of the street until it is accepted as part of the state system shall be included in the final plat.

(2) Exceptions to the public road frontage requirements shall be as follows: Any lot or tract shall be allowed to have easement lots created for construction of single-family dwellings as the principal use. Creation of such lots is made necessary by virtue of the fact that development of said property by conventional means (i.e., extension of public street) is impractical due to the disproportionate costs of required improvements as compared to the relative value of lots created and is within the spirit and intent of this chapter. These lots shall be created as follows:

- a. The applicant shall submit an application to the planning board with a sketch plat showing the proposed easement lots for approval to proceed further as specified in this section.
- b. All access easement;§ ....i; shall be at least 45 feet in width and shall meet or exceed the state department of transportation minimum standards for subdivision road width where possible. The travel surface of said easement shall be at least 16 feet in width. The travel surface need not be paved. The easement shall be maintained at all times in a condition that is passable for service and emergency vehicles.
- c. The creation of easement lots shall follow the procedures of a minor subdivision as outlined in section 46-40. In addition, a statement shall be placed on the subdivision plat acknowledging that said lots were being

- created upon a privately maintained and recorded easement, and a statement indicating the parties responsible for maintaining the easement.
- d. Creation of such easement lots and access easements shall not impair future extension of an adequate system of public streets to serve such lots.
  - e. Easement lots shall not be further subdivided unless the newly created lots abut a public road. Any additional subdivision of easement lots shall be a major subdivision and shall be reviewed using the major subdivision plat approval process.
  - f. If public road access becomes available to easement lots, all affected lot owners shall have the easement terminated of record.

Adopted this 11<sup>th</sup> day of August, 2014.

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Bill Deter, Mayor

Attest:

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Amy S. McCollum, Town Clerk

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# TOWN OF WEDDINGTON

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## MEMORANDUM

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

**CC:** Amy McCollum, Town Clerk

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

**DATE:** August 11<sup>th</sup>, 2014

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

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Shea Homes submits a final plat application for 12 lots of the approved 130 lot Conventional Subdivision on 170.81 acres located on Weddington Road.

### **Application Information:**

Subdivision Name: Atherton Estates  
Date of Application: May 14<sup>th</sup>, 2014  
Applicant/Developer Name: Shea Homes, Chase Kerley  
Owner Name: Parcels 06-150-066, 06-150-067 and 06-150-068 are owned by Shea Homes.  
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 (Map 1 is 15.81 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 with 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.

### **Map 1 Information:**

- Map 1 is 12 lots and 15.81 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. 1.58 acres of open space is included in 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 20 is the smallest lot within Map 1 at 40,082 square
- Bond estimates for both water and infrastructure have been reviewed and approved by USI.
- Declared Covenants, Conditions and Restrictions (CCR's) for Atherton are currently being reviewed by the Town Attorney.
- The applicant has septic approval from Union County for lots 20-24, and is waiting on approval for lots 25-31. (See conditions)
- DOT has approved the connection at Weddington Road. Approval for connections for Cox Rd. and Weddington-Matthews Road will be necessary for future final map approvals.
- The plan has received approval from DENR for the erosion and sedimentation control plan, and for water quality II.
- The proposed lots of Phase 1 are located in a separate drainage basin from the two ponds being evaluated by Dam Safety. Future phases will require approval from the State Dam Safety Engineer for the two bond embankments.
- USI has provided engineering approval for Phase 1 of the Atherton Estates subdivision preliminary plat. Future phases will require approval from the State Dam Safety Engineer for the two bond embankments, and approval of connections at both Cox Rd. and Weddington-Matthews Rd.
- The Lighting Plan was approved by the Planning Board on July 28<sup>th</sup>, 2014.



### **Planning Board Review and Recommendation; July 28<sup>th</sup> 2014**

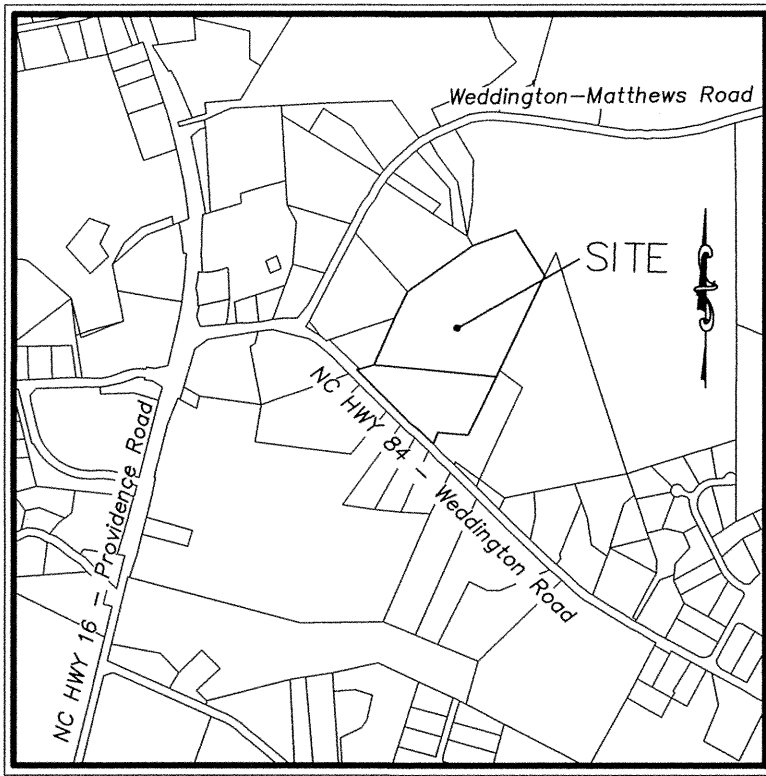
The Planning Board reviewed Atherton Estates Final Plat Map 1 on July 28<sup>th</sup>, 2014, and recommended approval (unanimous). During the review, the Planning Board recommended that the applicant consider changing the septic field easement on Lot 29 to Common Open Space, so that the future owner of the lot would not be burdened with a septic field serving more than one lot. The applicant agreed to look into it, and has since made the change on the plat in response to the Planning Board recommendation.

### **Recommended Conditions of Approval:**

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 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.
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. Proof of approval of the septic systems from Union County for all of the lots included in Map 1.

### **Town Council Action:**

Approve/Approve with Conditions/Deny



Vicinity Map

(NTS)

- NOTE
1. Roads Rights-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 Village of Wesley Chapel.
  3. Future ownership and maintenance of common open space and thoroughfare buffer area within the development shall be dedicated to the Atherton Estates Homeowner's Association, and will not be the responsibility of the Town of Weddington.

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.72	S23°40'03"W
L2	16.01	S24°07'03"W
L3	36.42	S24°07'03"W
L4	39.03	N69°44'37"E
L5	16.65	N69°44'37"E
L6	105.43	N69°44'37"E
L7	19.57	S64°19'37"E
L8	50.00	S79°43'52"E
L9	42.53	S10°16'08"W
L10	78.11	N47°18'21"E
L11	78.38	S40°59'22"W
L12	38.94	S66°02'22"E
L13	110.04	S64°10'34"E
L14	80.00	S21°59'12"E
L15	81.37	S27°11'48"W
L16	92.06	N69°44'37"E
L17	59.51	N24°38'39"E
L18	141.87	N24°38'39"E
L19	104.51	N24°38'39"E
L20	68.48	N24°38'39"E
L21	55.70	N24°38'39"E
L22	42.53	N10°16'08"E
L23	67.16	N01°52'31"E
L24	61.89	N61°47'42"E
L25	42.51	N24°11'03"W
L26	47.15	N38°06'18"W
L27	44.90	N46°35'32"W
L28	109.37	N44°09'32"E
L29	35.05	S26°14'42"E
L30	108.78	S24°11'18"W
L31	70.32	N42°04'12"W
L32	20.16	N14°00'59"E
L33	44.74	N07°47'10"E
L34	34.20	S88°07'29"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG.	CHORD DIST.
C1	48.53	40.00	S80°29'28"E	45.61
C2	12.18	40.00	N56°01'45"E	12.13
C3	21.96	255.00	S46°37'19"W	21.95
C4	36.70	255.00	S53°12'43"W	36.67
C5	80.10	205.00	N46°08'27"E	79.59
C6	88.30	205.00	N22°36'28"E	87.62
C7	104.60	255.00	N22°01'13"E	103.87
C8	104.87	255.00	N45°33'12"E	104.13
C9	44.97	24.99	S05°45'16"W	39.14
C10	21.03	25.00	S69°51'46"E	20.41
C11	50.02	50.00	N65°17'44"W	47.96
C12	35.76	50.00	N16°08'47"W	35.00
C13	19.10	50.00	N15°17'06"E	18.98
C14	36.46	50.00	N47°07'16"E	35.66
C15	57.79	50.00	S78°52'38"E	54.62
C16	42.05	50.00	S21°40'23"E	40.82
C17	21.03	25.00	N21°40'23"W	20.41
C18	39.30	25.00	S89°11'37"W	35.38
C19	12.02	40.00	S32°23'01"W	11.97
C20	48.53	40.00	S10°58'42"E	45.61

Thoroughfare Buffer  
0.78 ac.  
dedicated to NCDOT  
as Public R/W  
Thoroughfare Buffer  
70' Public R/W  
Weddington Road

Existing Fire Hydrant  
Nail Found  
Axle Found  
Iron Pin Found

Tax #06-150-065A  
Darlene R. Taylor, Thomas A. Taylor  
and Betty R. Durrant  
Bk 146 Pg 339  
Db. 3954, Pg. 629

Tax #06-150-065B  
Weddington United Methodist Church  
Db. 4805, Pg. 368

Tax #06-150-063  
Gerald C and Joyce D. Helms  
Db. 193 Pg 598

Tax #06-123-126  
John R. Delaney, Jr. et al

Tax #06-150-067  
Shea Atherton, LLC  
Db. 6092, Pg 594

Tax #06-150-069  
Michael Walter Staton  
Db. 518 Pg 388  
Second Tract

Owner Information:  
Shea Atherton, LLC  
8008 Corporate Center Drive  
Suite 300  
Charlotte, NC 28226  
ph. 704-602-3307

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

Site Data:  
Parcel ID: 06-150-066, 067 and 068  
Deed Reference: Db. 6092, Pg. 594,  
Db. 6092, Pg. 610 & Db. 6092, Pg. 62

Zoning: R-CD (Town of Weddington)  
Total Lots: 12  
Smallest Lot: Lots 20 (40,082 sf.)  
Street Data: 1,066 LF

Total Acreage: 15.81 ac.  
Dedicated R/W: 2.10 ac.  
Acreage In Lots: 11.64 ac.  
Acreage in COS: 2.07 ac.

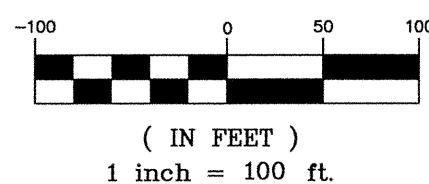
Minimum Lot Area: 40,000 sf  
Min. Lot Width: 120'  
Yard Requirements: (Measured at Setback)  
Front Setback: 50' (Measured from Street R/W)  
Rear Setback: 40'  
Side Setback: 15'  
Side Corner Setback: 25'

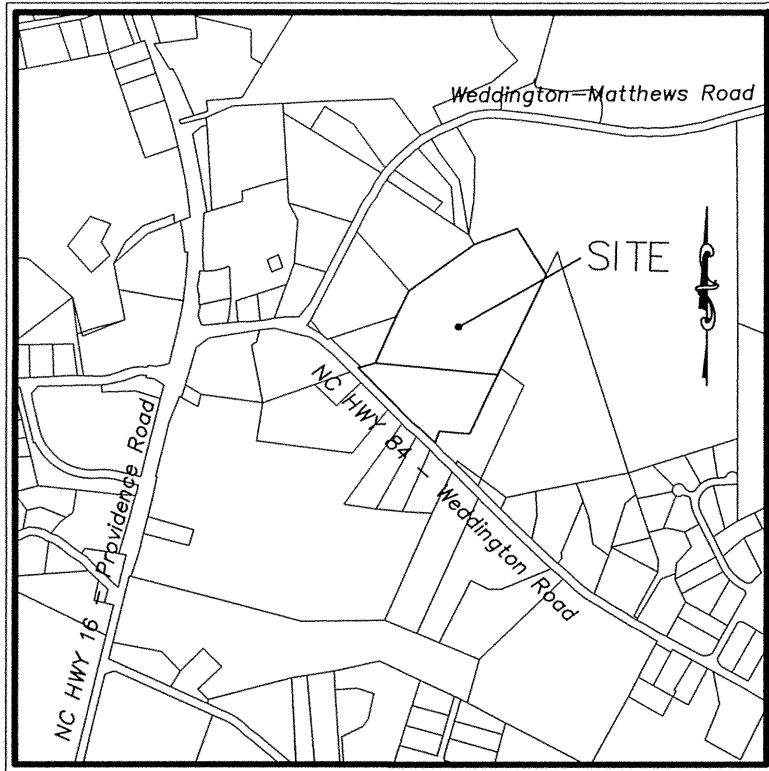
State Plane Coordinate values were  
obtained using a Topcon Hiper GPS  
using Virtual Reference Stations

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

**Final Record Plat of  
Atherton Estates, Map 1**  
Town of Weddington  
Sandy Ridge Township, Union County, NC

Orig. scale: 1" = 100' Date: April 7, 2014 Drawn By: JLH  
Job No. 3427 Drawing file: 3427 Record Plat.dwg Drawing no. 13/126





### Vicinity Map

(NTS)

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 100 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 The Woods Subdivision or that guarantees of the installation of the required improvements in an amount and manner satisfactory to the Town of Weddington have been given and received.

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

### Certificate of Approval

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

This \_\_\_\_ day of \_\_\_\_\_, 2014.

Mayor of the Town of Weddington, North Carolina

### NOTES

REBAR SET AT ALL CORNERS UNLESS NOTED OTHERWISE.

AREAS COMPUTED USING COORDINATE GEOMETRY.

THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. SURVEY SUBJECT TO FULL TITLE SEARCH.

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 GPUE.

AN ADDITIONAL 10' TEMPORARY CONSTRUCTION EASEMENT (5' EITHER SIDE OF 20' FUTURE UTILITY EASEMENT) SHALL BE RESERVED OUTSIDE OF ALL FUTURE UTILITY EASEMENTS.

A BLANKET EASEMENT EXIST ACROSS ALL COMMON AREAS FOR THE PURPOSE OF FUTURE SEPTIC DRAIN FIELD LOCATIONS WHERE APPROVED BY UNION COUNTY ENVIRONMENTAL HEALTH AND DEVELOPER.

CLUSTER BOX UNITS (CBUs) TO BE LOCATED WITHIN THE DOT RIGHT-OF-WAY 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 3710447600J, 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

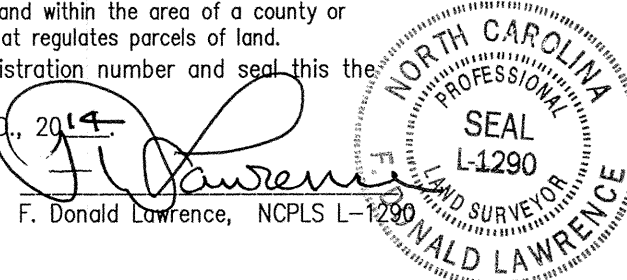
State of North Carolina, Union County

I, F. Donald Lawrence, certify that this plat 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 plat 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014.

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014.

F. Donald Lawrence, NCPLS L-1290



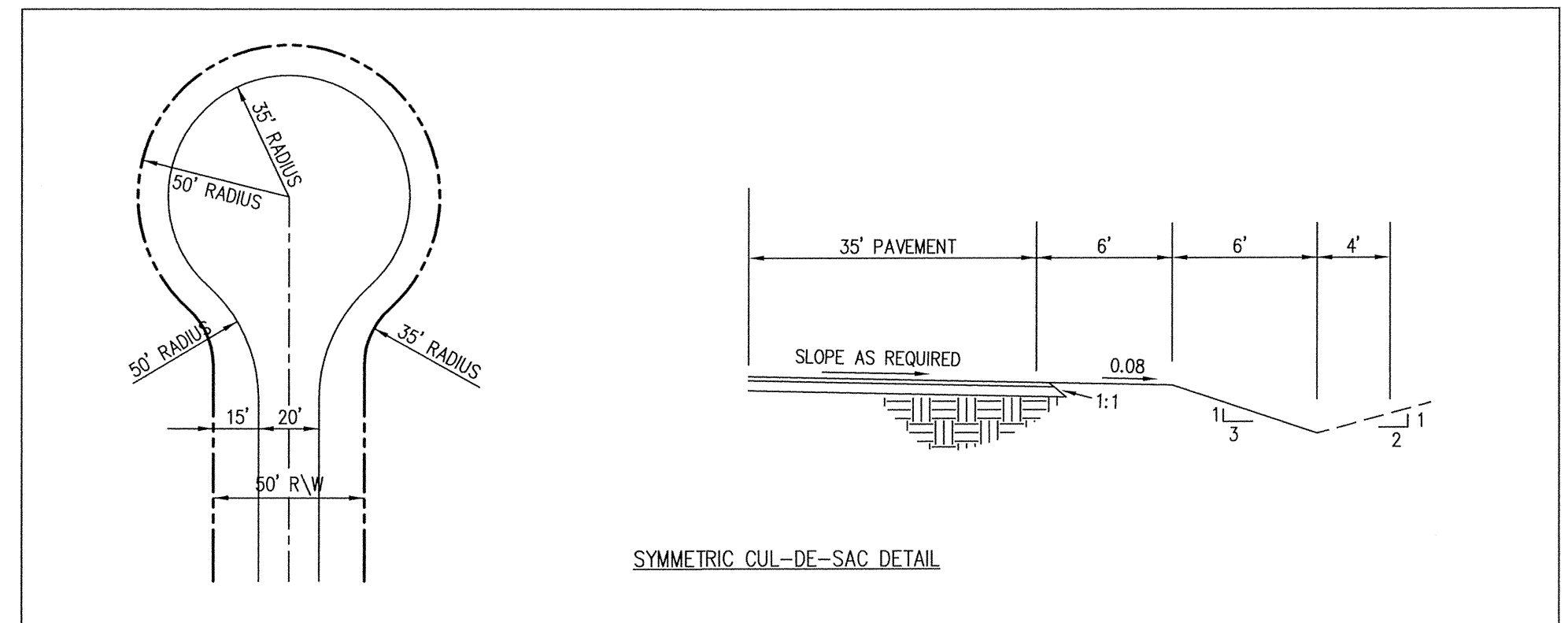
State of N.C.  
County of Union

I, Andrew 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.

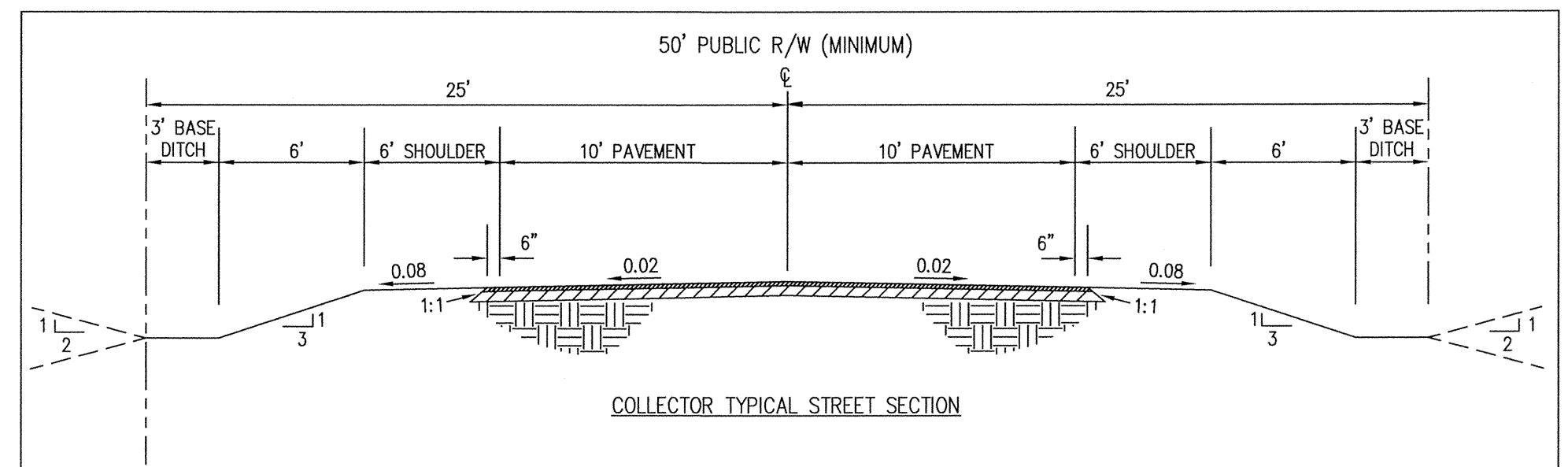
Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

My commission expires 5/22/2016.

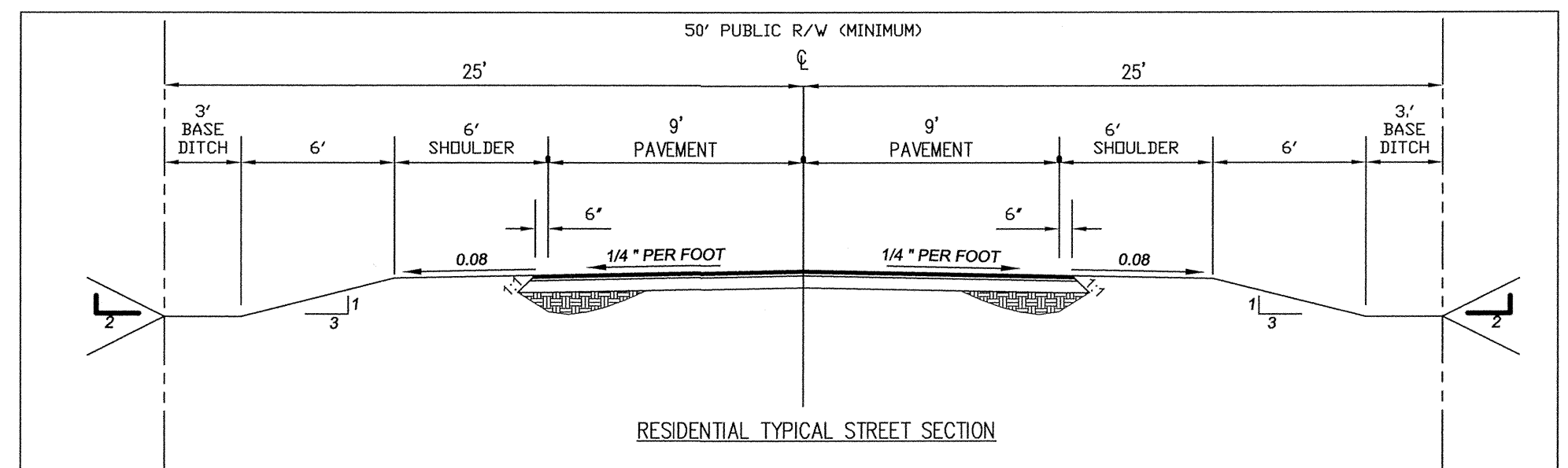
Notary Public



SYMMETRIC CUL-DE-SAC DETAIL



COLLECTOR TYPICAL STREET SECTION



RESIDENTIAL TYPICAL STREET SECTION

### Certificate of Ownership and Dedication

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

Date

Signature of owner(s)

State of North Carolina  
County of Union

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

Date

Review Officer

### NCDOT Construction Standards Certification

I hereby certify that the streets on this plat designated as public are or will be in accordance with the minimum right of way and construction standards established by the Board of Transportation for acceptance on the State Highway System.

District Engineer

Date



**LAWRENCE ASSOCIATES**

106 W. Jefferson St.  
Monroe, North Carolina 28112  
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Firm License Number: C-2856

**Final Record Plat of  
Atherton Estates, Map 1**

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

Orig. scale: 1" = 100'

Date: April 7, 2014

Drawn By: JLH

Job No. 3427 Drawing file: 3427 Record Plat.dwg

Drawing no. 13/126

Sheet 2 of 2

REVISIONS

5/8/2014	JLH
5/8/2014	JLH
6/26/2014	MCM
7/22/2014	MCM
8/1/2014	MCM
8/4/2014	MCM

## 1. LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this “**Lease**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the “**Effective Date**”), by and between the **TOWN OF WEDDINGTON**, a North Carolina municipal corporation (“**Landlord**”), and the **PROVIDENCE VOLUNTEER FIRE DEPARTMENT**, a duly organized rural fire department (“**Tenant**”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to an Interlocal Agreement between Landlord and Tenant dated October 14, 2013, Landlord will acquire from Tenant the real property which is the Premises (as defined in this Lease) and located at Hemby Road in Union County, North Carolina; and

**WHEREAS**, following the Closing under the Interlocal Agreement, Landlord will lease to Tenant, and Tenant will lease from Landlord, the Premises (defined below) as provided in this Lease; and

**WHEREAS**, the Tenant provides certain firefighting services to the Landlord under the terms of that certain Fire Suppression Agreement dated October 14, 2013 (hereinafter the “**FSA**” and attached hereto as Exhibit “\_\_\_\_\_”).

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

**1. Leased Premises.** Pursuant to the terms of this Lease, Landlord leases to Tenant that certain lot, tract or parcel of improved real estate, with all improvements thereon, situate, lying and being in the Town of Weddington, County of Union, State of North Carolina, containing approximately 1.259 acres (“**Land**”), and more particularly described on **Exhibit A** attached hereto, together with all improvements (“**Improvements**”) constructed on the Land (including a (i) 8,329 square foot volunteer fire station building located thereon, and (ii) 1,500 square foot metal building located in the rear of the Land) (collectively, the “**Building**”) (the Land and the Improvements (including the Building) are collectively referred to as the “**Premises**”).

**2. Term.** The initial term of this Lease (“**Initial Term**”) shall be for a period of ten (10) years, commencing on \_\_\_\_\_, 2014, and expiring on \_\_\_\_\_, 2024, unless extended or sooner terminated as herein provided. So long as Tenant is not in default hereunder, it is agreed that this Lease will automatically renew for successive terms of one (1)-year (each, a “**Renewal Term**”), upon the same terms and conditions unless either party notifies the other party in writing of its intention not to renew this Lease at least one hundred twenty (120) days prior to the expiration of the existing Term. “**Term**” means the Initial Term and the Renewal Term(s).

**3. Rent.**

(a) **Base Rent.** Commencing on the Commencement Date, Tenant shall pay

annual Base Rent of One Dollar (\$1.00) per year on or before the execution of the Lease.

(b) Additional Charges. Any sums payable to Landlord under this Lease (other than Base Rent) are referred to in this Lease as “**Additional Charges**” and shall be due and payable in full, without setoff, thirty (30) days after demand unless otherwise provided in this Lease. Base Rent and any Additional Charges are collectively referred to in this Lease as “**Rent**.” Additional Charges include charges arising from Tenant’s failure to perform its maintenance, repair and replacement obligations under Section 9, the Impositions under Section 12, and Tenant’s failure to maintain the insurance coverages required by Section 14.

(c) Payment. Checks shall be made payable to Landlord and mailed or delivered to the address set forth in Section 26 below. If Landlord accepts any Rent after it is due and payable, then that acceptance shall not constitute a waiver of any of Landlord’s rights under this Lease.

4. **Condition; Acceptance of Possession.** Landlord has not made any representations or warranties as to (a) the condition of the Premises; (b) the compliance of the Premises with any federal, state or local law, statute, regulation, rule, ordinance, code, order, injunction or other governmental requirements, including, but not limited to, those related to zoning, subdivision and construction (collectively, “**Laws**”); or (c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES. Tenant accepts the Premises “**AS IS**” and “**WHERE IS**.” Tenant agrees that, by leasing the Premises and taking possession of the Premises, Tenant has examined the Premises and has approved all matters concerning the Premises which Tenant deems material to Tenant’s leasing and use of the Premises.

5. **Ownership; Quiet Enjoyment.** Landlord covenants that (i) Landlord is the owner of fee simple title to the Premises, subject to all conditions, covenants, restrictions, easements and other matters of record, any matters that would appear on a current and accurate survey of the Premises, the access/utility easements and all Laws; and (ii) Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly enjoy the Premises for the Term subject to the terms of this Lease, without disturbance from anyone claiming through Landlord.

6. **Intentionally Deleted.**

7. **Use.** The Premises shall be used by Tenant for its exclusive use and operation as a volunteer fire department. The Premises shall house firefighters providing fire suppression and first responder emergency medical services. The Premises also may be used for those services incidental to the operation of a fire station, including, but not limited to: all activities reasonably required of Tenant pursuant to the terms of the FSA, firefighter training, fire vehicle and apparatus maintenance, equipment storage and maintenance and occasional fundraising. (collectively, the “**Permitted Use**”). Any other use of the Premises, except as expressly permitted by this Lease shall require the prior written consent of Landlord, which may be withheld in the sole and absolute discretion of Landlord.



Tenant and Landlord agree that the Training Room in the Premises may serve as an occasional meeting place for the Landlord (and Landlord's employees, representatives, guests, invitees, licensees and permittees). Such room shall be available to Landlord without charge and Landlord's use of the Training Room shall be unlimited, provided that such uses do not conflict with the Tenant's planned uses. Notwithstanding the above, the Landlord shall have a right to no less than four (4) events/uses during any calendar year regardless of conflict with Tenant's planned use. In these situations, Landlord shall endeavor to provide Tenant with a minimum of thirty (30) days written notice of its intent to reserve the Training Room, including the intended use. The Landlord's use shall be restricted to the following hours: 9:00 a.m. to 12:00 a.m. Tenant may deny the Landlord's use only where Landlord fails to provide Tenant with the notice required under this section. Landlord shall be responsible for incidental charges and any and all damage to the property arising from Landlord's or its employees, representatives, guests, invitees, licensees and permittees use. Notwithstanding any provision herein to the contrary, in no event shall Landlord be entitled to any use of the Training Room which, in Tenant's reasonable opinion, may interfere with the firefighting and emergency services operations of the Tenant pursuant to the FSA.

Tenant may make the Training Room available to the public for civic and community functions, provided that such use does not interfere with the firefighting and emergency services operations of the Tenant. Tenant may charge reasonable rental fees for such use. Where the Premises are rented pursuant to this section, Tenant shall require and obtain insurance coverage at the limits and coverages provided in Section 14 of this Lease. Tenant also shall require and obtain indemnification and hold harmless agreements indemnifying the Landlord and holding Landlord harmless from any and all liability arising from such use. Tenant shall maintain a current log of all rentals, fundraising activities and uses occurring on the Premises. The log shall be provided to the Town on a quarterly basis and shall contain a listing of all rental charges and fees collected during the quarter.

**8. Risk of Loss.** Tenant shall use the Premises at Tenant's own risk. Except as provided under Section 16 below, Landlord shall not be liable to Tenant or to any of Tenant's employees, volunteers, agents, licensees or invitees or to any other person or entity for any loss, injury or damage to property or person occasioned by theft, force majeure or any other cause (other than gross negligence or willful misconduct arising directly from the acts or omissions of Landlord). All property placed on, in or about the Premises by, at the direction of, or with the consent of Tenant or any of Tenant's employees, agents, licensees or invitees shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to that property resulting from any cause (other than gross negligence or willful misconduct arising directly from the acts or omissions of Landlord or resulting from the acts or omissions of Landlord's guests, representatives, employees, agents, licensees or invitees in the Premises pursuant to Landlord's right to use the Training Room).

**9. Maintenance and Repair.** Tenant shall, at Tenant's expense, be responsible for all routine maintenance and/or repair of the Premises due to normal wear and tear, including, but not limited to, all unscheduled and single maintenance and/or repair items that require an expenditure of \$4,999.99 or less. Tenant may pay for these maintenance expenses from Tenant's building maintenance budget that is appropriated annually to Tenant by Landlord. Except as expressly provided to the contrary as being Tenant's obligation in this Lease, Landlord shall be

responsible and pay for only the unscheduled and single maintenance and/or repair item of a single structural, mechanical, electrical or plumbing repair that requires an expenditure of \$5,000.00 or more (“**Expenditures**”). Consistent with Landlord’s policy, Tenant will be required to submit three (3) estimates from licensed contractors to the Town of Weddington Council for approval of the aforementioned maintenance and repair Expenditures. Except as provided herein, Tenant shall be responsible for all maintenance and repair to the Premises.

**10. Alterations and Improvements by Tenant.** Without Landlord’s prior written consent, Tenant shall not make any interior or exterior alterations, additions or improvements to any portion of the Premises that would materially change the appearance of the Building (any change in the color of more than twenty percent (20%) of the exterior of the Building or any change in materials on more than twenty percent (20%) of the exterior of the Building shall be deemed a material change) or that would cost in excess of \$5,000.00 per occurrence (a series of related changes shall be deemed a single occurrence); except that if Tenant demonstrates a substantial need for (a) additional truck bays to serve the applicable service area or (b) other needs for changes reasonably required to meet Tenant’s obligation under the FSA, then Landlord shall not unreasonably withhold Landlord’s consent. Subject to the terms of this Section 10, Tenant shall have the right to make, without Landlord’s prior written consent, interior alterations to the Premises. Upon any request by Tenant to make any exterior alterations, additions or improvements, Landlord reserves the right to require Tenant to submit to Landlord plans and specifications for Landlord’s review and approval and to otherwise condition such consent on such terms and conditions as Landlord shall determine in Landlord’s sole discretion. If Tenant performs any alterations, additions or improvements as permitted by this Section 10, then Tenant shall, at Tenant’s sole cost and expense: (i) promptly and with due diligence perform such alterations, additions and improvements in a good and workmanlike manner and with contractors approved in advance and in writing by Landlord; (ii) obtain all necessary permits, approvals and certificates necessary for the commencement and completion of such alterations, additions and improvements; (iii) perform such alterations, additions and improvements in compliance with all Laws; and (iv) furnish Landlord with full and final waivers of liens and contractors’ affidavits and statements, in such form as may be required by Landlord, from all parties performing labor or supplying materials or services in connection with the alterations, additions and improvements showing that all of those parties have been compensated in full and waiving all liens in connection with the alterations, additions and improvements. Tenant shall not permit the Premises to become subject to any mechanics’, laborers’ or materialmen’s lien on account of labor, material or services furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed for the Premises by, or at the direction or sufferance of Tenant and if any such liens are filed against the Premises, Tenant shall promptly discharge the same within ten (10) days of filing. Tenant agrees to hold Landlord harmless against all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work.

**11. Ownership of Improvements.** During the Term, the Improvements, fixtures and personalty on the Premises from time to time shall belong to Tenant. At the expiration or sooner termination of the Term, the Improvements, fixtures, and furnishings listed on **Exhibit B** attached hereto, are the sole property of Landlord, except that all personal property and any fixtures that are specific to firefighting activities of Tenant shall belong to Tenant. If Tenant

shall remove any fixture, any resulting damage to the Premises shall be repaired as necessary.

**12. Impositions.** Tenant shall pay each Imposition prior to the applicable due date for such Imposition. Within ten (10) business days after written request from Landlord, Tenant shall provide written evidence to Landlord confirming payment of all Impositions. “**Imposition**” means all ad valorem taxes, general or special assessments, sewer charges or other governmental or quasi-governmental taxes, assessments or charges, insurance premiums for any liability insurance maintained by Landlord with respect to the Premises and all utility charges, connection fees, tap fees and impact fees which, at any time during the Term, are imposed on the Premises. Impositions shall be prorated on a calendar year basis for any partial calendar year coinciding with the first or last years of the Term. If Landlord receives invoices or statements for any Imposition, then Landlord shall forward those invoices or statements to Tenant for payment. Tenant may not contest the payment of any Imposition against the party imposing the Imposition without the prior written approval of Landlord.

**13. Compliance with Governmental Requirements.** Tenant, throughout the Term and at its expense, shall comply with all Laws.

**14. Insurance.** At all times during the Term, Tenant shall, at Tenant’s expense, keep in force the following policies of insurance:

(a) Commercial general liability insurance covering death, bodily injury and property damage, with a contractual liability endorsement and with coverage limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such policy shall insure Tenant’s performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant’s liability nor relieve Tenant of any of Tenant’s obligations under this Lease.

(b) Workers’ compensation insurance in the amount required by the State of North Carolina.

(c) Special extended coverage property insurance (ISO Causes of Loss-Special Form) covering the Premises and all Improvements located on the Premises (including the Building), in an amount not less than one hundred percent (100%) of the full replacement cost thereof.

(d) Umbrella liability coverage in an amount equal to at least Four Million and no/100 Dollars (\$4,000,000.00) in excess of the liability coverage set forth in (a) above.

All insurance policies provided for in this Section 14 shall: (i) provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance; (ii) be issued by financially sound insurance companies authorized and licensed to do business in the State where the Premises is located and approved by Landlord; (iii) contain annual deductibles not to exceed \$10,000.00; (iv) contain a waiver of subrogation endorsement acceptable to Landlord; (v) provide that such insurance shall not be



canceled; and (vi) be otherwise in a form acceptable to Landlord in Landlord's reasonable discretion. Tenant's general liability insurance and umbrella liability insurance shall name Landlord and Landlord's designees as "additional insureds." Landlord may, no more often than once every five (5) years during the Term, increase the limits of such general liability insurance and umbrella liability insurance required to be maintained under this Lease provided that such increases in coverage are available at commercially reasonable rates and the increased coverage amounts are similar to the coverage amounts maintained by other operators of facilities similar to the facilities to be operated on the Premises by Tenant. No later than the Effective Date, Tenant shall provide to Landlord proof of coverage and certificates of all insurance required of Tenant under this Lease. Tenant shall provide to Landlord, at least thirty (30) days prior to the expiration of any policy, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. All certificates of insurance delivered to Landlord shall contain an agreement by the company issuing said policy to give Landlord and Landlord's designees thirty (30) days' prior written notice of any cancellation, reduction or other adverse change with respect to the insurance. If Tenant fails to procure, or fails to maintain in full force and effect continuously during the Term, any of the insurance required under this Lease, then Landlord shall have the immediate right to obtain the insurance and Tenant shall reimburse Landlord upon demand for all costs and expenses of obtaining the insurance.

**15. Mutual Release.** Landlord and Tenant each waive on behalf of any insurer providing insurance to such party, any right of subrogation which the insurer might otherwise acquire against the other party or its representatives by virtue of losses to Landlord or Tenant. Notwithstanding anything in this Lease to the contrary, each party also waives any claim which arises in its favor against the other party during the Term for any loss of or damage to the waiving party's property, located on, or constituting a part of, the Premises, which loss or damage is caused by a peril covered and paid for by insurance of the party incurring the loss or, if greater, to the extent of the recovery under any insurance policy covering the party incurring the loss. Inasmuch as the mutual waivers in this paragraph will preclude the assignment of any claim by way of subrogation (or otherwise) to an insurance company (or any other party), each party immediately shall give to each insurance company which has issued to that party policies of property insurance, written notice of the terms of the mutual waivers of claims and of subrogation and have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of those waivers.

**16. Indemnification.** Tenant and Landlord shall each indemnify, defend (with counsel acceptable to Landlord) and hold the other and their respective members, managers, officers, agents, employees and representatives harmless from and against any and all claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Liabilities**") arising out of or in connection with (a) any failure by the respective party to fully and promptly perform any of such party's obligations under this Lease, or (b) any injury to persons (including death) or damage to property occurring on the Premises if caused or occasioned wholly or in part by any act or omission of such party or such party's agents, contractors, employees, invitees, licensees or representatives. Tenant shall give Landlord immediate notice of any occurrence on the Premises causing injury to any person (including death) that requires medical attention beyond common first aid or loss of time from employment or damage to property in excess of \$1,000.00. The terms of this Section 16 shall survive the expiration or earlier termination of this Lease.

**17. Landlord and Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord as follows:

Tenant has the lawful right, power and authority to lease the Premises in accordance with this Lease; all corporate action has been taken by Tenant to authorize the execution and delivery of this Lease and performance of its obligations under this Lease.

Landlord represents and warrants to Tenant as follows:

Landlord has the lawful right, power and authority to lease the Premises in accordance with this Lease; all municipal action has been taken by Landlord to authorize the execution and delivery of this Lease and performance of its obligations under this Lease.

**18. Assignment and Subletting.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet any or all of the Premises without Landlord's prior written consent, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, in any such case, such consent may be withheld in the sole and absolute subjective discretion of Landlord.

**19. Hazardous Materials.** Throughout the Term, Tenant and Tenant's agents, contractors, employees, invitees, licensees and representatives shall not cause, permit or allow any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous) deemed to be toxic or hazardous or the manufacture, handling, use, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority, or under any federal, state or local law, statute, ordinance, rule, regulation, order or common law related to the protection of the environment, health or safety (collectively, "**Environmental Laws**"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, polychlorinated biphenyls, radon, hazardous substances, toxic substances, hazardous waste, asbestos or asbestos-containing materials (collectively, "**Hazardous Materials**"), to be handled, placed, stored, dumped, released, manufactured, used, transported or located on, in, under or about the Premises; provided, however, Tenant shall be permitted to use, store and otherwise handle on the Premises any Hazardous Materials as are ordinarily and typically used, stored and handled as part of the Permitted Use (including without limitation aboveground storage tanks for the storage of fuel, provided that appropriate monitoring and secondary containment measures are established and maintained), so long as such Hazardous Materials are used, stored and handled in accordance with all Environmental Laws and in compliance with all required permits. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all Hazardous Materials from the Premises.

Tenant shall give Landlord immediate written notice of any spill, discharge, threatened discharge or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such spill, discharge, threatened discharge or discovery was caused directly or indirectly, in whole or in part, by the acts of omissions of Tenant or any of Tenant's agents, contractors, employees, invitees, licensees or representatives, then such notice shall include a description of measures proposed to be taken by Tenant to contain and/or remediate the release of such Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, air, soil, surface water or groundwater).

Upon Landlord's approval and at Tenant's own cost and expense, Tenant shall promptly take all steps necessary to clean up and remediate any release of such Hazardous Materials, notify all required governmental authorities, comply with all Environmental Laws and otherwise report and/or coordinate with Landlord and all appropriate governmental agencies.

Tenant shall indemnify, release, defend (with counsel acceptable to Landlord) and hold Landlord and Landlord's members, managers, officers, agents, employees and representatives harmless from and against all Liabilities incurred by Landlord or Landlord's members, managers, officers, agents, employees and representatives, as a result of the presence, disturbance, discharge, release, removal or cleanup of any Hazardous Materials on, in, upon or about the Premises or other property if caused directly or indirectly, in whole or in part, by the acts or omissions of Tenant or Tenant's agents, contractors, employees, invitees, licensees or representatives. The terms of this Section 18 shall survive the expiration or earlier termination of this Lease.

**20. Damage.** If, at any time during the Term, the Premises are damaged by fire, the elements or other casualty, then Tenant shall immediately notify Landlord. Within thirty (30) days after the occurrence of the damage, Tenant may by written notice to Landlord, terminate this Lease. If Tenant terminates this Lease, then (i) this Lease shall terminate on the thirtieth (30<sup>th</sup>) day after Landlord's receipt of such notice and (ii) Tenant shall promptly pay to Landlord all insurance proceeds paid (or payable) with respect to the Premises (which obligation shall survive the termination of this Lease) less that portion of the proceeds, if any, insuring Tenant's personal property and fixtures.

**21. Events of Default and Remedies.** If (a) Tenant fails to pay any installment of Rent for ten (10) business days after receipt of written notice of that failure from Landlord, (b) Tenant merges or otherwise conveys, transfers, assigns or relinquishes more than fifty-one percent (51%) ownership or interest of Tenant to a third party, (c) a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt or makes an assignment for the benefit of creditors, or an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment, (d) Tenant violates any term, condition or covenant on the part of Tenant therein contained in the (e) Tenant, before the expiration of said term, and without the written consent of the Landlord, permanently vacates the Premises or abandons possession thereof, or ceases to use the Premises for the purposes herein expressed, or (f) Tenant fails to comply with any provision of this Lease (other than the payment of Rent), including, but not limited to, failure to maintain the premises in good order, and does not cure that failure within thirty (30) days after written notice from Landlord (but if the nature of the failure is that it cannot, in the exercise of reasonable diligence, be cured within that thirty (30) day period, then Tenant shall not be in default if it commences performance within that thirty (30) day period and diligently proceeds to cure the default within a reasonable time), then Tenant shall be in default under this Lease and Landlord may, in addition to all other remedies at law or in equity: (i) terminate this Lease and Tenant's right to possession; (ii) with or without terminating the Lease, terminate Tenant's right to possession, and re-enter and relet the Premises; or (iii) without terminating the Lease or Tenant's possession, keep this Lease in effect

and collect Rent as it becomes due and payable under this Lease for the remainder of the Term. Furthermore, Tenant hereby acknowledges that a termination of the FSA shall likewise terminate this Lease. Notwithstanding any provision of this Section 21 to the contrary, the parties hereto acknowledge the special nature of their relationship and the unique responsibilities of the parties to provide continuous service to the citizens of the Town of Weddington. To that end, before exercising the remedies otherwise available hereunder, the parties agree to negotiate in good faith toward the resolution of any dispute under the terms of this Lease failing that, the parties agree to enter into immediate mediation to resolve such dispute.

## **22. Condemnation.**

(a) If all or any part of the Premises are Taken such that the Premises cannot be used for the Permitted Use, then this Lease shall automatically terminate thirty (30) days after the Taking Date. Tenant waives all rights in any Award arising from a Taking. Tenant shall promptly execute any instruments necessary for Landlord to receive an Award.

(b) As used in this Lease:

(i) “**Award**” means the award of proceeds of any condemnation.

(ii) “**Taking**” or “**Taken**” means the taking of all or any portion of the Premises resulting from exercise of eminent domain or condemnation or purchase under threat of or in lieu of eminent domain or condemnation.

(iii) “**Taking Date**” means the first date on which the condemning authority has the right to possession of the Premises which have been Taken.

**23. Liens.** Tenant shall indemnify and defend Landlord from all actions, liabilities and expenses (including reasonable attorneys’ fees and court costs) resulting from liens for labor or material furnished to the Premises for Tenant.

**24. Utilities.** During the Term, Tenant shall arrange and pay for all utility services furnished to the Premises. Landlord shall not be responsible for the interruption of any utility services, nor shall any interruption relieve Tenant of its obligations under this Lease.

**25. Landlord’s Right of Entry.** Landlord and Landlord’s authorized agents shall have the right, without any liability to Tenant, to enter the Premises at all reasonable times (and at any time in the event of an emergency). Provided, however, that in no event shall Landlord make any entry into the Premises which may interfere with the firefighting and emergency services operations of the Tenant pursuant to the FSA.

**26. Notices.** Any notices or other communications to the parties contemplated by this Lease shall be in writing and effective upon receipt. If a notice is delivered by (i) pre-paid personal delivery, (ii) pre-paid messenger, pre-paid express or air courier or similar courier, or (iii) United States first class certified or registered mail, postage pre-paid, return receipt requested, addressed as provided below, then the notice shall be deemed received on the delivery date indicated by the United States Postal Service or courier service on the return

receipt or on the date such delivery is refused or marked “undeliverable,” or if the party is served personally, on the date of personal delivery. If a notice is delivered by fax, then the notice shall be deemed received on the date the fax sent, on condition that the sender receives and retains the “fax received” confirmation from the sender’s facsimile machine and a copy of the notice is also sent the same day by any of the methods in clauses (i), (ii) or (iii) of the preceding sentence. Any party may from time to time designate a different address by giving notice in the manner provided above, and the new address shall be effective from and after the day that notice is received.

Tenant: Providence Volunteer Fire Department  
5025 Hemby Road  
Weddington, NC 28104  
Attention: Jack Parks, President  
Facsimile: \_\_\_\_\_

With a copy to: Henderson, Nystrom, Fletcher & Tydings, PLLC  
c/o Robert E. Henderson, Esq.  
831 East Morehead Street, Suite 255  
Charlotte, NC 28202  
[rhenderson@hnftlaw.com](mailto:rhenderson@hnftlaw.com)

Landlord: Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104  
Attn: Amy McCollum, Town Administrator  
Fax: (704) 844-6372

with a copy to: Parker Poe Adams & Bernstein LLP  
c/o Anthony A. Fox, Esq.  
401 South Tryon Street, Suite 3000  
Charlotte, North Carolina 28202  
[anthonyfox@parkerpoe.com](mailto:anthonyfox@parkerpoe.com)  
Facsimile: 704-935-9565

**27. Holding Over.** If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, then Tenant’s occupancy of the Premises shall be deemed to be at sufferance.

**28. Short Form Lease.** The parties shall execute and record a memorandum of this Lease in the Union County Register of Deeds. The memorandum shall include a description of the Premises, the Term and other provisions that either party may request (except rental payment terms) or as required by law, and shall incorporate by reference the other provisions of this Lease.

**29. Successors and Assigns.** This Lease shall bind and benefit the parties’ successors and assigns.

30. **Relationship of Parties.** The parties intend to create the relationship of Landlord and Tenant, and no other relationship except as set forth in the FSA. Unless expressly provided otherwise in this Lease, nothing shall be construed to make one party liable for any of the debts, liabilities or obligations of the other party.

31. **Governing Law.** This Lease shall be governed by North Carolina law.

32. **Partial Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected.

33. **Waiver.** Failure by either party to complain of any action or non-action by the other party shall not be deemed a waiver by either party of any of its rights under this Lease. No waiver of any provisions of this Lease by either party shall be construed as a waiver of any other provisions of this Lease. A waiver of any provision of this Lease shall not be construed as a waiver at any subsequent time of the same provision.

34. **Lease Construction.** There shall be no presumption applied in the construction of this Lease against the party that initially drafted the Lease.

35. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all counterparts shall constitute the same instrument.

36. **Entire Agreement.** This Lease and the FSA contain the entire agreement between Landlord and Tenant relating to the Premises, and there are no other agreements, oral or written, express or implied, between Landlord and Tenant with respect to the subject matter of this Lease.

37. **Transfers by Landlord.** Landlord may sell or transfer its interest in the Premises and this Lease at any time. Upon any such transfer, Landlord shall provide Tenant with a subordination, attornment and non-disturbance agreement from Landlord's successor in form reasonably acceptable to Tenant's counsel, Landlord be released from any obligations under this Lease accruing after the date of such sale or transfer and Tenant shall attorn to the transferee as Landlord.

38. **Surrender of Premises.** At the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in good condition, except for reasonable wear and tear and, subject to the terms of this Lease, condemnation and damage by fire, force majeure or other casualty.

39. **Force Majeure.** If either party is delayed in performance of an obligation due to an act of God, labor dispute or other event beyond its reasonable control, and the delayed party gives the other party written notice of the event causing the delay within ten (10) days after the event occurs, then the time for performance shall be extended for the reasonable period of the delay.

40. **Amendment.** This Lease may not be amended except by written instrument executed by Landlord and Tenant.

Landlord and Tenant have executed this Lease as of the Effective Date.

**LANDLORD:**

**TOWN OF WEDDINGTON,**  
a North Carolina municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**PROVIDENCE VOLUNTEER FIRE  
DEPARTMENT,**  
a North Carolina Non-Profit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY**



**EXHIBIT B**

**LIST OF FURNISHINGS**

(To be attached)



# TOWN OF WEDDINGTON MEMORANDUM

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**DATE:** 8/11/14  
**TO:** MAYOR AND THE TOWN COUNCIL  
**CC:** AMY MCCOLLUM, TOWN CLERK  
**FROM:** JULIAN BURTON, ZONING ADMINISTRATOR/PLANNER  
**RE:** UPDATE FROM PLANNING/ZONING OFFICE

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Staff has received a Preliminary Plat application for the Tuscan Ridge major subdivision, located off of Shagbark Lane.

- On July 28<sup>th</sup>, the Planning Board acted on the following items:
  - TUP for Weddington Country Festival (approved with conditions)
  - CZ for Threshold Church (Recommended approval with conditions)
  - Atherton Estates Final Plat Map 1 (Recommended approval with conditions)
  - Text Amendment – Revisions to MX Zoning District (discussion; no action)
- The following items will be on the August 25<sup>th</sup> Planning Board agenda for discussion:
  - Graham Hall Final Plat
  - Tuscan Ridge Preliminary Plat
  - Text Amendment – Revisions to MX Zoning District

Staff, in coordination with Bonnie Fisher of USI, is in the process of reviewing and revising construction plan guidelines, roadway standards, and the stormwater ordinance. Ms. Fisher has already proposed draft versions of both construction plan guidelines and roadway standards, and will propose revised stormwater policies to planning staff in August.



## TOWN OF WEDDINGTON MEMORANDUM

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DATE: 8/7/14  
TO: MAYOR AND TOWN COUNCIL  
FROM: AMY S. MCCOLLUM, TOWN ADMINISTRATOR  
RE: **UPDATE**

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The auditors will be at the Town Hall on Thursday, September 11.

Consultants for the Fire Study will be at the Town Hall on Tuesday, August 12 and Wednesday, August 13 conducting interviews.

The Town Council Retreat is scheduled for Thursday, August 28 here at the Town Hall. An agenda is being prepared and will be sent out for the Council's review.

Town Planner Julian Burton will start reviewing the Town's Voting Districts to make sure that they are balanced.

A representative from Senator Robert Pittenger's office uses the Town Hall Conference Room every Wednesday from 9:30 to 12 to meet with concerned citizens.

Work will begin in the next month of upgrading the Town's telephone system.

### Upcoming Dates:

August 25	-	Planning Board Meeting
August 26	-	Public Safety Advisory Committee Meeting
August 28	-	Retreat
September 1	-	Closed for Labor Day
September 20	-	Weddington Country Festival

**PROVIDENCE VFD**

Union Fire	32
Union EMS	14
Mecklenburg EMS	0
Mecklenburg Fire	5
Total	51

**Training:**

163 in house training

38 hours out of house training

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### July 2014

	Jul 14	Budget	Over Budget	Jul 14	YTD Budget	Over Budget
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>110 • Subsidies</b>						
111 • Mecklenburg Cty	0.00	4,000.00	-4,000.00	0.00	4,000.00	-4,000.00
112 • Union County	2,013.75			2,013.75		
113 • Town of Weddington	48,318.75	52,551.08	-4,232.33	48,318.75	52,551.08	-4,232.33
<b>Total 110 • Subsidies</b>	<b>50,332.50</b>	<b>56,551.08</b>	<b>-6,218.58</b>	<b>50,332.50</b>	<b>56,551.08</b>	<b>-6,218.58</b>
118 • VFIS - Insurance Payment #323	19,712.60			19,712.60		
<b>120 • Dues &amp; Fees</b>						
121 • Union County Fire Fees	0.00	868.92	-868.92	0.00	868.92	-868.92
<b>Total 120 • Dues &amp; Fees</b>	<b>0.00</b>	<b>868.92</b>	<b>-868.92</b>	<b>0.00</b>	<b>868.92</b>	<b>-868.92</b>
<b>130 • Vol Donations</b>						
134 • Other	500.00	416.66	83.34	500.00	416.66	83.34
<b>Total 130 • Vol Donations</b>	<b>500.00</b>	<b>416.66</b>	<b>83.34</b>	<b>500.00</b>	<b>416.66</b>	<b>83.34</b>
<b>140 • Other Income</b>						
142 • Fire Fighters' Relief Fund	3,854.59			3,854.59		
143 • Fuel Tax Refund	0.00	83.33	-83.33	0.00	83.33	-83.33
144 • Sales Tax Refund	0.00	333.33	-333.33	0.00	333.33	-333.33
145 • Interest	0.00	51.67	-51.67	0.00	51.67	-51.67
147 • Medic-EMS Reimbursement	0.00	1,041.67	-1,041.67	0.00	1,041.67	-1,041.67
155 • Christmas Fundraising Income	0.00	500.00	-500.00	0.00	500.00	-500.00
<b>Total 140 • Other Income</b>	<b>3,854.59</b>	<b>2,010.00</b>	<b>1,844.59</b>	<b>3,854.59</b>	<b>2,010.00</b>	<b>1,844.59</b>
<b>Total Income</b>	<b>74,399.69</b>	<b>59,846.66</b>	<b>14,553.03</b>	<b>74,399.69</b>	<b>59,846.66</b>	<b>14,553.03</b>
<b>Expense</b>						
<b>200 • Administration</b>						
202 • Legal Fees	2,088.00	416.67	1,671.33	2,088.00	416.67	1,671.33
204 • Ladder Shed Upgrade Fees	192.95			192.95		
209 • Annual Dinner/Award	0.00	416.67	-416.67	0.00	416.67	-416.67
210 • Fire Chief Discretionary	0.00	166.67	-166.67	0.00	166.67	-166.67
211 • Bank Charges & Credit Card Fees	25.00	33.33	-8.33	25.00	33.33	-8.33
212 • Prof Fees	450.00	708.33	-258.33	450.00	708.33	-258.33
213 • Computer Upgrades	0.00	500.00	-500.00	0.00	500.00	-500.00
214 • Off Supplies	0.00	166.67	-166.67	0.00	166.67	-166.67
215 • Printing/Newsletter	0.00	250.00	-250.00	0.00	250.00	-250.00
216 • Postage	0.00	125.00	-125.00	0.00	125.00	-125.00
217 • Dues, Subscriptions, & Internet	0.00	41.67	-41.67	0.00	41.67	-41.67
218 • Fire Fighters' Association	0.00	83.33	-83.33	0.00	83.33	-83.33
219 • Miscellaneous	221.31	166.67	54.64	221.31	166.67	54.64
<b>Total 200 • Administration</b>	<b>2,977.26</b>	<b>3,075.01</b>	<b>-97.75</b>	<b>2,977.26</b>	<b>3,075.01</b>	<b>-97.75</b>
<b>220 • Insurance</b>						
223 • Vol. Fire Fighters' Workers Com	0.00	916.67	-916.67	0.00	916.67	-916.67
224 • Commercial Package	0.00	1,500.00	-1,500.00	0.00	1,500.00	-1,500.00
220 • Insurance - Other	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 220 • Insurance</b>	<b>0.00</b>	<b>2,416.67</b>	<b>-2,416.67</b>	<b>0.00</b>	<b>2,416.67</b>	<b>-2,416.67</b>
225 • Drug Testing/Physical Exams	0.00	416.67	-416.67	0.00	416.67	-416.67
<b>230 • Taxes</b>						

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### July 2014

	Jul 14	Budget	Over Budget	Jul 14	YTD Budget	Over Budget
<b>231 • Sales Taxes</b>						
<b>232 • Meck CO.</b>	437.10	666.67	-229.57	437.10	666.67	-229.57
<b>233 • Union County</b>	0.00	166.67	-166.67	0.00	166.67	-166.67
<b>231 • Sales Taxes - Other</b>	113.38			113.38		
<b>Total 231 • Sales Taxes</b>	550.48	833.34	-282.86	550.48	833.34	-282.86
<b>236 • Property Tax</b>	0.00	8.33	-8.33	0.00	8.33	-8.33
<b>237 • Freight</b>	38.34	41.67	-3.33	38.34	41.67	-3.33
<b>Total 230 • Taxes</b>	588.82	883.34	-294.52	588.82	883.34	-294.52
<b>240 • Interest Expense</b>	2.44			2.44		
<b>300 • Build Maintenance</b>						
<b>370 • Security Monitoring</b>	186.00	50.00	136.00	186.00	50.00	136.00
<b>320 • Landscaping &amp; Lawn Care</b>	145.00	250.00	-105.00	145.00	250.00	-105.00
<b>330 • Trash and Landfill</b>	50.00	50.00	0.00	50.00	50.00	0.00
<b>340 • Pest Control</b>	0.00	41.67	-41.67	0.00	41.67	-41.67
<b>350 • Maintenance Supplies</b>	739.65	416.67	322.98	739.65	416.67	322.98
<b>351 • Furniture</b>	0.00	166.67	-166.67	0.00	166.67	-166.67
<b>360 • Repairs</b>	0.00	666.67	-666.67	0.00	666.67	-666.67
<b>Total 300 • Build Maintenance</b>	1,120.65	1,641.68	-521.03	1,120.65	1,641.68	-521.03
<b>400 • Utilities</b>						
<b>410 • Electric</b>	854.80	833.33	21.47	854.80	833.33	21.47
<b>420 • Natural Gas</b>	33.59	250.00	-216.41	33.59	250.00	-216.41
<b>430 • Telephone</b>	120.02	375.00	-254.98	120.02	375.00	-254.98
<b>440 • Water</b>	57.10	66.67	-9.57	57.10	66.67	-9.57
<b>Total 400 • Utilities</b>	1,065.51	1,525.00	-459.49	1,065.51	1,525.00	-459.49
<b>500 • Fire Fighters' Equip/Training</b>						
<b>510 • Clothing</b>						
<b>512 • Dress Uniforms</b>	107.99	166.67	-58.68	107.99	166.67	-58.68
<b>513 • Clothing - Other</b>	0.00	333.33	-333.33	0.00	333.33	-333.33
<b>Total 510 • Clothing</b>	107.99	500.00	-392.01	107.99	500.00	-392.01
<b>520 • Equipment</b>						
<b>521 • Radios\ Pagers - New</b>	480.00	250.00	230.00	480.00	250.00	230.00
<b>522 • Radios\ Pagers - Maintenance</b>	0.00	83.33	-83.33	0.00	83.33	-83.33
<b>523 • Equipment - New</b>	55.00	750.00	-695.00	55.00	750.00	-695.00
<b>524 • Equipment - Maintenance</b>	0.00	833.33	-833.33	0.00	833.33	-833.33
<b>525 • Firefighting Supplies</b>	0.00	125.00	-125.00	0.00	125.00	-125.00
<b>528 • Mecklenburg Radio Contract</b>	0.00	833.33	-833.33	0.00	833.33	-833.33
<b>Total 520 • Equipment</b>	535.00	2,874.99	-2,339.99	535.00	2,874.99	-2,339.99
<b>529 • PPE (Personal Protective Equip)</b>	0.00	2,083.33	-2,083.33	0.00	2,083.33	-2,083.33
<b>530 • Medical</b>						
<b>532 • Supplies</b>	162.74	333.33	-170.59	162.74	333.33	-170.59
<b>533 • Waste</b>	279.28	208.33	70.95	279.28	208.33	70.95
<b>Total 530 • Medical</b>	442.02	541.66	-99.64	442.02	541.66	-99.64
<b>540 • Training</b>						
<b>541 • Seminars</b>	46.38	750.00	-703.62	46.38	750.00	-703.62
<b>542 • Books</b>	0.00	125.00	-125.00	0.00	125.00	-125.00
<b>543 • PR Literature</b>	0.00	83.33	-83.33	0.00	83.33	-83.33

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### July 2014

	Jul 14	Budget	Over Budget	Jul 14	YTD Budget	Over Budget
544 - Other - Training Bonus	0.00	1,250.00	-1,250.00	0.00	1,250.00	-1,250.00
540 - Training - Other	32.00			32.00		
<b>Total 540 - Training</b>	<b>78.38</b>	<b>2,208.33</b>	<b>-2,129.95</b>	<b>78.38</b>	<b>2,208.33</b>	<b>-2,129.95</b>
<b>Total 500 - Fire Fighters' Equip/Training</b>	<b>1,163.39</b>	<b>8,208.31</b>	<b>-7,044.92</b>	<b>1,163.39</b>	<b>8,208.31</b>	<b>-7,044.92</b>
<b>600 - Fire Engines</b>						
620 - '99 Southern Coach Eng #322	0.00	1,250.00	-1,250.00	0.00	1,250.00	-1,250.00
635 - '93 KME Engine #323	7,934.74	1,250.00	6,684.74	7,934.74	1,250.00	6,684.74
640 - '03 Red Diamond #324	0.00	500.00	-500.00	0.00	500.00	-500.00
650 - '02 Ford Quesco Brush #326	0.00	166.67	-166.67	0.00	166.67	-166.67
660 - '95 Intern\Hackney Squad #32	0.00	416.67	-416.67	0.00	416.67	-416.67
680 - '06 KME Pumper #321	0.00	1,333.33	-1,333.33	0.00	1,333.33	-1,333.33
681 - Diesel Fuel	1,810.83	1,458.33	352.50	1,810.83	1,458.33	352.50
682 - Gasoline	0.00	16.67	-16.67	0.00	16.67	-16.67
683 - Cleaning Supplies	0.00	41.67	-41.67	0.00	41.67	-41.67
684 - Miscellaneous Parts	158.08	83.33	74.75	158.08	83.33	74.75
685 - Fire Engines - Other	0.00	250.00	-250.00	0.00	250.00	-250.00
<b>Total 600 - Fire Engines</b>	<b>9,903.65</b>	<b>6,766.67</b>	<b>3,136.98</b>	<b>9,903.65</b>	<b>6,766.67</b>	<b>3,136.98</b>
<b>800 - Firefighters Payroll</b>						
801 - Payroll - Day Shift (Hourly)	12,952.50	16,666.67	-3,714.17	12,952.50	16,666.67	-3,714.17
809 - Payroll - Day Shift (Stipend)	2,520.00	2,083.33	436.67	2,520.00	2,083.33	436.67
802 - Payroll - Night Shift (Hourly)	9,849.00	9,666.67	182.33	9,849.00	9,666.67	182.33
810 - Payroll - Night Shift (Stipend)	2,570.00	2,166.67	403.33	2,570.00	2,166.67	403.33
<b>808 - Payroll Expenses</b>						
FICA	2,152.06	2,250.00	-97.94	2,152.06	2,250.00	-97.94
SUTA	452.37	291.67	160.70	452.37	291.67	160.70
808 - Payroll Expenses - Other	328.50	1,455.00	-1,126.50	328.50	1,455.00	-1,126.50
<b>Total 808 - Payroll Expenses</b>	<b>2,932.93</b>	<b>3,996.67</b>	<b>-1,063.74</b>	<b>2,932.93</b>	<b>3,996.67</b>	<b>-1,063.74</b>
<b>Total 800 - Firefighters Payroll</b>	<b>30,824.43</b>	<b>34,580.01</b>	<b>-3,755.58</b>	<b>30,824.43</b>	<b>34,580.01</b>	<b>-3,755.58</b>
850 - Christmas Fundraising Expense	0.00	333.33	-333.33	0.00	333.33	-333.33
<b>Total Expense</b>	<b>47,646.15</b>	<b>59,846.69</b>	<b>-12,200.54</b>	<b>47,646.15</b>	<b>59,846.69</b>	<b>-12,200.54</b>
<b>Net Ordinary Income</b>	<b>26,753.54</b>	<b>-0.03</b>	<b>26,753.57</b>	<b>26,753.54</b>	<b>-0.03</b>	<b>26,753.57</b>
<b>Net Income</b>	<b>26,753.54</b>	<b>-0.03</b>	<b>26,753.57</b>	<b>26,753.54</b>	<b>-0.03</b>	<b>26,753.57</b>

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

July 2014

	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
110 • Subsidies	
111 • Mecklenburg Cty	48,000.00
112 • Union County	
113 • Town of Weddington	630,613.00
<b>Total 110 • Subsidies</b>	<b>678,613.00</b>
118 • VFIS - Insurance Payment #323	
120 • Dues & Fees	
121 • Union County Fire Fees	10,427.00
<b>Total 120 • Dues &amp; Fees</b>	<b>10,427.00</b>
130 • Vol Donations	
134 • Other	5,000.00
<b>Total 130 • Vol Donations</b>	<b>5,000.00</b>
140 • Other Income	
142 • Fire Fighters' Relief Fund	
143 • Fuel Tax Refund	1,000.00
144 • Sales Tax Refund	4,000.00
145 • Interest	620.00
147 • Medic-EMS Reimbursement	12,500.00
155 • Christmas Fundraising Income	6,000.00
<b>Total 140 • Other Income</b>	<b>24,120.00</b>
<b>Total Income</b>	<b>718,160.00</b>
<b>Expense</b>	
200 • Administration	
202 • Legal Fees	5,000.00
204 • Ladder Shed Upgrade Fees	
209 • Annual Dinner/Award	5,000.00
210 • Fire Chief Discretionary	2,000.00
211 • Bank Charges & Credit Card Fees	400.00
212 • Prof Fees	8,500.00
213 • Computer Upgrades	6,000.00
214 • Off Supplies	2,000.00
215 • Printing/Newsletter	3,000.00
216 • Postage	1,500.00
217 • Dues, Subscriptions, & Internet	500.00
218 • Fire Fighters' Association	1,000.00
219 • Miscellaneous	2,000.00
<b>Total 200 • Administration</b>	<b>36,900.00</b>
220 • Insurance	
223 • Vol. Fire Fighters' Workers Com	11,000.00
224 • Commercial Package	18,000.00
220 • Insurance - Other	0.00
<b>Total 220 • Insurance</b>	<b>29,000.00</b>
225 • Drug Testing/Physical Exams	5,000.00
230 • Taxes	



# Providence Volunteer Fire Department

## Income & Expense Budget Performance

### July 2014

	<u>Annual Budget</u>
<b>231 • Sales Taxes</b>	
232 • Meck CO.	8,000.00
233 • Union County	2,000.00
231 • Sales Taxes - Other	
<b>Total 231 • Sales Taxes</b>	<u>10,000.00</u>
236 • Property Tax	100.00
237 • Freight	<u>500.00</u>
<b>Total 230 • Taxes</b>	10,600.00
<b>240 • Interest Expense</b>	
<b>300 • Build Maintenance</b>	
370 • Security Monitoring	600.00
320 • Landscaping & Lawn Care	3,000.00
330 • Trash and Landfill	600.00
340 • Pest Control	500.00
350 • Maintenance Supplies	5,000.00
351 • Furniture	2,000.00
360 • Repairs	<u>8,000.00</u>
<b>Total 300 • Build Maintenance</b>	19,700.00
<b>400 • Utilities</b>	
410 • Electric	10,000.00
420 • Natural Gas	3,000.00
430 • Telephone	4,500.00
440 • Water	<u>800.00</u>
<b>Total 400 • Utilities</b>	18,300.00
<b>500 • Fire Fighters' Equip/Training</b>	
510 • Clothing	
512 • Dress Uniforms	2,000.00
513 • Clothing - Other	<u>4,000.00</u>
<b>Total 510 • Clothing</b>	6,000.00
<b>520 • Equipment</b>	
521 • Radios\ Pagers - New	3,000.00
522 • Radios\ Pagers - Maintenance	1,000.00
523 • Equipment - New	9,000.00
524 • Equipment - Maintenance	10,000.00
525 • Firefighting Supplies	1,500.00
528 • Mecklenburg Radio Contract	<u>10,000.00</u>
<b>Total 520 • Equipment</b>	34,500.00
<b>529 • PPE (Personal Protective Equip)</b>	25,000.00
<b>530 • Medical</b>	
532 • Supplies	4,000.00
533 • Waste	<u>2,500.00</u>
<b>Total 530 • Medical</b>	6,500.00
<b>540 • Training</b>	
541 • Seminars	9,000.00
542 • Books	1,500.00
543 • PR Literature	1,000.00

# Providence Volunteer Fire Department

## Income & Expense Budget Performance

July 2014

	<b>Annual Budget</b>
544 - Other - Training Bonus	15,000.00
540 - Training - Other	
<b>Total 540 - Training</b>	<b>26,500.00</b>
<b>Total 500 - Fire Fighters' Equip/Training</b>	<b>98,500.00</b>
<b>600 - Fire Engines</b>	
620 - '99 Southern Coach Eng #322	15,000.00
635 - '93 KME Engine #323	15,000.00
640 - '03 Red Diamond #324	6,000.00
650 - '02 Ford Quesco Brush #326	2,000.00
660 - '95 Intern\Hackney Squad #32	5,000.00
680 - '06 KME Pumper #321	16,000.00
681 - Diesel Fuel	17,500.00
682 - Gasoline	200.00
683 - Cleaning Supplies	500.00
684 - Miscellaneous Parts	1,000.00
685 - Fire Engines - Other	3,000.00
<b>Total 600 - Fire Engines</b>	<b>81,200.00</b>
<b>800 - Firefighters Payroll</b>	
801 - Payroll - Day Shift (Hourly)	200,000.00
809 - Payroll - Day Shift (Stipend)	25,000.00
802 - Payroll - Night Shift (Hourly)	116,000.00
810 - Payroll - Night Shift (Stipend)	26,000.00
<b>808 - Payroll Expenses</b>	
FICA	27,000.00
SUTA	3,500.00
808 - Payroll Expenses - Other	17,460.00
<b>Total 808 - Payroll Expenses</b>	<b>47,960.00</b>
<b>Total 800 - Firefighters Payroll</b>	<b>414,960.00</b>
<b>850 - Christmas Fundraising Expense</b>	<b>4,000.00</b>
<b>Total Expense</b>	<b>718,160.00</b>
<b>Net Ordinary Income</b>	<b>0.00</b>
<b>Net Income</b>	<b>0.00</b>

# Providence Volunteer Fire Department

## Balance Sheet

As of July 31, 2014

Jul 31, 14

### ASSETS

#### Current Assets

##### Checking/Savings

##### Checking Accounts

1656 - BB&T Construction Acct.-LOAN 221,836.13

BB&T Checking-5119 115,826.02

BOA Payroll-7449 24,691.20

Total Checking Accounts 362,353.35

CD - BBT - 0094 (02/10/14) -218.70

Firemen Relief-BOA-8254 44,662.94

Total Checking/Savings 406,797.59

##### Other Current Assets

Accounts Receivable Auditor 45,839.41

Total Other Current Assets 45,839.41

Total Current Assets 452,637.00

#### Fixed Assets

CIP - Firehouse Construction 1,003,670.46

Air Packs 73,087.70

Bauer Vertecon Air Compressor 40,000.00

Commercial Protector System 2,112.50

Dexter T-400 Washer\Extractor 3,611.00

Fire Fighter Main Equipment -13,323.29

Groban Electric Generator 5,000.00

Ladder Truck Building 32,452.08

Total Fixed Assets 1,146,610.45

#### Other Assets

1993 KME Engine #323 50,000.00

1996 Internat'l #32 119,365.76

1999 SouthCo #322 274,231.58

2002 Ford #326 44,029.33

2003 Red Diamond #324 240,302.00

2006 KME Pumper #321 400,555.50

Building 346,812.09

Equip 34,615.27

Land 12,590.00

X Accum Depr -1,124,128.71

Total Other Assets 398,372.82

TOTAL ASSETS 1,997,620.27

Providence Volunteer Fire Department

Balance Sheet

As of July 31, 2014

Jul 31, 14

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

BB&T CIP Loan 800,000.00

Accounts Payable Auditor 56,483.07

2100 - Payroll Liabilities 9,480.25

Total Other Current Liabilities 865,963.32

Total Current Liabilities 865,963.32

Total Liabilities 865,963.32

Equity

3900 - Retained Earnings 1,104,903.41

Net Income 26,753.54

Total Equity 1,131,656.95

TOTAL LIABILITIES & EQUITY 1,997,620.27

# Town of Weddington

## July 2014

Wesley Chapel Fire Department Responses  
Fire Districts PV4, PV5, PV7 and PV8

ACCIDENT EMD	2
ANIMAL BITE ATTACKS EMD	2
BACK PAIN EMD	1
CHEST PAIN EMD	2
DIABETIC PROBLEMS EMD	1
OVERDOSE POISONING EMD	1
SEIZURE EMD	1
WALK IN PATIENT CARE	1

Total Number of Calls: 11

# Town of Weddington

## July 2014

Stallings Fire Department Responses  
Fire Distrists PV1

FALLS EMD	1
UNCONSCIOUS FAINTING EMD	1

Total Number of Calls: 2



## Union County Sheriff's Office

### Events By Nature

For the Month of: July 2014

Date of Report

8/4/2014

1:50:13PM

<u>Event Type</u>	<u>Total</u>
911 HANG UP	44
911 MISDIAL	1
ABANDONED VEHICLE	2
ACCIDENT EMD	3
ACCIDENT PD COUNTY NO EMD	9
ALARMS LAW	69
ANIMAL BITE REPORT LAW	4
ANIMAL COMP SERVICE CALL LAW	6
ASSAULT SIMPLE LAW	1
ASSIST EMS OR FIRE	2
ATTEMPT TO LOCATE	1
BOLO	12
BURGLARY HOME OTHER NONBUSINESS	5
BURGLARY VEHICLE	2
BUSINESS CHECK	86
CALL BY PHONE	14
CSX RAILROAD CROSSING INCIDENT	1
DISCHARGE OF FIREARM	2
DISTURBANCE OR NUISANCE	3
DOMESTIC DISTURBANCE	6
FOLLOW UP INVESTIGATION	4
FRAUD DECEPTION FORGERY	5
FUNERAL ESCORT	2
GENERAL ASSIST FOR OTHERS	1
HARASSMENT STALKING THREATS	1
ILLEGAL DUMPING LITTERING	2
IMPROPERLY PARKED VEHICLE	1
INVESTIGATION	3

<u>Event Type</u>	<u>Total</u>
JURISDICTION CONFIRMATION LAW	1
JUVENILE COMPLAINT	1
LARCENY THEFT	2
LOST OR FOUND PROPERTY	2
MEET REQUEST NO REFERENCE GIVN	2
MENTAL DISORDER LAW	3
MISSING PERSON	1
MOTORIST ASSIST	1
NOISE COMPLAINT	4
OVERDOSE POISONING EMD	2
PREVENTATIVE PATROL	337
PROP DAMAGE VANDALISM MISCHIEF	2
PSYCHIATRIC PATIENT EMD	1
PUBLIC SERVICE	4
RADAR PATROL INCLUDING TRAINIG	20
REFERAL OR INFORMATION CALL	1
RESIDENTIAL CHECK	12
SERVE CRIMINAL CIVIL SUBPOENA	5
SERVE WARRANT	1
SUSPICIOUS CIRCUMSTANCES	5
SUSPICIOUS PERSON	5
SUSPICIOUS VEHICLE	21
TEST PLEASE LIMIT THESE	1
THEFT OF VEHICLE OR PARTS	1
TRAFFIC HAZARD	1
TRAFFIC STOP	51
TRESPASSING UNWANTED SUBJ	1
VEHICLE FIRE EFD	2
WELL BEING CHECK	4

**Total Calls for Month:**

**786**



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

FY 2014-2015

07/01/2014 TO 07/31/2014					
		<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:					
10-3101-110	AD VALOREM TAX - CURRENT	748.71	748.71	990,000.00	100
10-3102-110	AD VALOREM TAX - 1ST PRIOR Y	70.83	70.83	7,000.00	99
10-3103-110	AD VALOREM TAX - NEXT 8 YRS	209.08	209.08	2,000.00	90
10-3110-121	AD VALOREM TAX - MOTOR VEH	6,860.25	6,860.25	54,000.00	87
10-3115-180	TAX INTEREST	50.06	50.06	2,250.00	98
10-3231-220	LOCAL OPTION SALES TAX REV -	-0.50	-0.50	275,000.00	100
10-3322-220	BEER & WINE TAX	0.00	0.00	38,750.00	100
10-3324-220	UTILITY FRANCHISE TAX	0.00	0.00	400,000.00	100
10-3340-400	ZONING & PERMIT FEES	3,447.50	3,447.50	25,000.00	86
10-3350-400	SUBDIVISION FEES	3,250.00	3,250.00	77,500.00	96
10-3830-891	MISCELLANEOUS REVENUES	0.00	0.00	1,500.00	100
10-3831-491	INVESTMENT INCOME	4.29	4.29	7,500.00	100
TOTAL REVENUE		14,640.22	14,640.22	1,880,500.00	99
AFTER TRANSFERS		14,640.22	14,640.22	1,880,500.00	
4110 GENERAL GOVERNMENT					
EXPENDITURE:					
10-4110-126	FIRE DEPT SUBSIDIES	62,718.75	62,718.75	752,625.00	92
10-4110-127	FIRE DEPARTMENT GRANT	0.00	0.00	712,975.00	100
10-4110-128	POLICE PROTECTION	60,557.25	60,557.25	243,850.00	75
10-4110-192	ATTORNEY FEES - GENERAL	0.00	0.00	125,000.00	100
10-4110-195	ELECTION EXPENSE	0.00	0.00	5,000.00	100
10-4110-340	EVENTS & PUBLICATIONS	0.00	0.00	9,000.00	100
10-4110-341	WEDDINGTON FESTIVAL	-50.00	-50.00	5,000.00	101
10-4110-342	HOLIDAY/TREE LIGHTING	0.00	0.00	6,500.00	100
10-4110-343	EASTER EGG HUNT	0.00	0.00	500.00	100
10-4110-344	OTHER COMMUNITY EVENTS	0.00	0.00	750.00	100
10-4110-495	OUTSIDE AGENCY FUNDING	0.00	0.00	3,800.00	100
TOTAL EXPENDITURE		123,226.00	123,226.00	1,865,000.00	93
BEFORE TRANSFERS		-123,226.00	-123,226.00	-1,865,000.00	
AFTER TRANSFERS		-123,226.00	-123,226.00	-1,865,000.00	
4120 ADMINISTRATIVE					
EXPENDITURE:					
10-4120-121	SALARIES - CLERK	6,192.86	6,192.86	72,500.00	91
10-4120-123	SALARIES - TAX COLLECTOR	3,361.77	3,361.77	43,500.00	92
10-4120-124	SALARIES - FINANCE OFFICER	882.96	882.96	11,525.00	92
10-4120-125	SALARIES - MAYOR & TOWN COU	2,100.00	2,100.00	25,200.00	92
10-4120-181	FICA EXPENSE	955.28	955.28	12,250.00	92
10-4120-182	EMPLOYEE RETIREMENT	1,447.52	1,447.52	18,150.00	92
10-4120-183	EMPLOYEE INSURANCE	1,985.75	1,985.75	23,275.00	91
10-4120-184	EMPLOYEE LIFE INSURANCE	29.68	29.68	375.00	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	23,000.00	100
10-4120-200	OFFICE SUPPLIES - ADMIN	356.33	356.33	25,500.00	99
10-4120-210	PLANNING CONFERENCE	0.00	0.00	2,500.00	100
10-4120-321	TELEPHONE - ADMIN	0.00	0.00	4,000.00	100
10-4120-325	POSTAGE - ADMIN	-7.50	-7.50	4,200.00	100
10-4120-331	UTILITIES - ADMIN	37.45	37.45	4,725.00	99

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

FY 2014-2015

07/01/2014 TO 07/31/2014					
	<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	20,000.00	100	
10-4120-352 REPAIRS & MAINTENANCE - EQU	7,430.31	7,430.31	58,000.00	87	
10-4120-354 REPAIRS & MAINTENANCE - GRO	0.00	0.00	52,950.00	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	6,250.00	100	
10-4120-370 ADVERTISING - ADMIN	0.00	0.00	1,000.00	100	
10-4120-397 TAX LISTING & TAX COLLECTION	-24.15	-24.15	1,000.00	102	
10-4120-400 ADMINISTRATIVE:TRAINING	0.00	0.00	4,100.00	100	
10-4120-410 ADMINISTRATIVE:TRAVEL	0.00	0.00	6,500.00	100	
10-4120-450 INSURANCE	13,057.02	13,057.02	12,000.00	-9	
10-4120-491 DUES & SUBSCRIPTIONS	13,150.81	13,150.81	18,000.00	27	
10-4120-498 GIFTS & AWARDS	0.00	0.00	1,500.00	100	
10-4120-499 MISCELLANEOUS	212.99	212.99	5,000.00	96	
TOTAL EXPENDITURE	51,303.08	51,303.08	466,800.00	89	
BEFORE TRANSFERS	-51,303.08	-51,303.08	-466,800.00		
AFTER TRANSFERS	-51,303.08	-51,303.08	-466,800.00		
<b>4130 PLANNING &amp; ZONING</b>					
EXPENDITURE:					
10-4130-121 SALARIES - ZONING ADMINISTR	4,502.56	4,502.56	55,350.00	92	
10-4130-122 SALARIES - ASST ZONING ADMIN	172.38	172.38	2,250.00	92	
10-4130-123 SALARIES - RECEPTIONIST	1,658.96	1,658.96	24,150.00	93	
10-4130-124 SALARIES - PLANNING BOARD	425.00	425.00	5,200.00	92	
10-4130-125 SALARIES - SIGN REMOVAL	242.63	242.63	5,000.00	95	
10-4130-181 FICA EXPENSE - P&Z	535.62	535.62	9,100.00	94	
10-4130-182 EMPLOYEE RETIREMENT - P&Z	933.48	933.48	12,000.00	92	
10-4130-183 EMPLOYEE INSURANCE	1,985.50	1,985.50	25,000.00	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	-2,380.00	-2,380.00	10,000.00	124	
10-4130-194 CONSULTING - COG	0.00	0.00	14,250.00	100	
10-4130-200 OFFICE SUPPLIES - PLANNING &	321.68	321.68	5,000.00	94	
10-4130-201 ZONING SPECIFIC OFFICE SUPPLI	0.00	0.00	2,500.00	100	
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	3,000.00	100	
10-4130-321 TELEPHONE - PLANNING & ZONI	0.00	0.00	4,000.00	100	
10-4130-325 POSTAGE - PLANNING & ZONING	-125.58	-125.58	4,200.00	103	
10-4130-331 UTILITIES - PLANNING & ZONING	37.45	37.45	4,725.00	99	
10-4130-370 ADVERTISING - PLANNING & ZON	-73.10	-73.10	1,000.00	107	
TOTAL EXPENDITURE	8,269.02	8,269.02	187,175.00	96	
BEFORE TRANSFERS	-8,269.02	-8,269.02	-187,175.00		
AFTER TRANSFERS	-8,269.02	-8,269.02	-187,175.00		
GRAND TOTAL	-168,157.88	-168,157.88	-638,475.00		

# TOWN OF WEDDINGTON BALANCE SHEET

FY 2014-2015

PERIOD ENDING: 07/31/2014

10

## ASSETS

### ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	855,600.65
10-1120-001 TRINITY MONEY MARKET	1,301,651.13
10-1170-000 NC CASH MGMT TRUST	530,104.89
10-1211-001 A/R PROPERTY TAX	9,445.67
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	7,734.61
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	8,441.46
10-1232-000 SALES TAX RECEIVABLE	518.50
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	828,793.42
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	14,022.92
10-1610-003 FIXED ASSETS - EQUIPMENT	128,527.48
10-1610-004 FIXED ASSETS - INFRASTRUCTURE	26,851.01

TOTAL ASSETS 3,711,691.74

## LIABILITIES & EQUITY

### LIABILITIES

10-2120-000 BOND DEPOSIT PAYABLE	223,158.65
10-2620-000 DEFERRED REVENUE - DELQ TAXES	7,734.61
10-2625-000 DEFERRED REVENUE - CURR YR TAX	9,445.67
10-2630-000 DEFERRED REVENUE-NEXT 8	8,441.46

TOTAL LIABILITIES 248,780.39

### EQUITY

10-2620-001 FUND BALANCE - UNASSIGNED	1,893,586.77
10-2620-003 FUND BALANCE-ASSIGNED	568,000.00
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	998,194.83
10-2620-005 CURRENT YEAR EQUITY YTD	157,481.05
CURRENT FUND BALANCE - YTD NET REV	-145,411.10

TOTAL EQUITY 3,471,851.55

TOTAL LIABILITIES & FUND EQUITY 3,720,631.94

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

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## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Kim Woods, Tax Collector

**DATE:** August 11, 2014

**SUBJECT:** Monthly Report –July 2014

<b>Transactions:</b>	
Adjustments <5.00	\$(8.36)
Advertising Charges	\$187.50
Overpayments	\$(2.50)
Penalty & Interest Payments	\$(75.40)
<b>Taxes Collected:</b>	
2010	\$(84.11)
2011	\$(124.97)
2012	\$(70.83)
2013	\$(745.02)
<b>As of July 31, 2014; the following taxes remain Outstanding:</b>	
2002	\$82.07
2003	\$129.05
2004	\$122.90
2005	\$252.74
2006	\$56.80
2007	\$144.42
2008	\$1456.08
2009	\$1586.05
2010	\$1811.84
2011	\$2799.51
2012	\$7734.61
2013	\$9445.67
<b>Total Outstanding:</b>	<b>\$25621.74</b>