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**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, JANUARY 11, 2016 – 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

**PUBLIC ADDRESS TO THE COUNCIL**

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

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

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

6. Consent Agenda
  - A. [Approval of the 2016 Meeting Schedule](#)
7. Approval of Minutes
  - A. [December 14, 2015 Regular Town Council Meeting](#)

The Public must sign up before the beginning of the meeting to speak on an item under Public Hearings. The Mayor will recognize speakers in the order in which their names appear on the sign-up sheet. The Council sets the rules for the Public Hearing. The

rules may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the Town Hall; and for providing for the maintenance of order and decorum in the conduct of the hearing. Each speaker must address the Council from the lectern and begin their remarks by giving their name and address. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers must be courteous in their language and presentation. Personal attacks on the Council or members of the public will not be tolerated.

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

8. Public Hearing and Consideration of Public Hearing
  - A. Review and Consideration of Public Hearing for the preliminary plat application for the Conservation Subdivision, The Enclave at Weddington
9. Old Business
  - A. Septic Tank Update
  - B. Update and Consideration of audio recordings of Town Council meetings
  - C. Update on Community Development Block Grant Program
10. New Business
  - A. Discussion and Consideration of Critical Intersection Analysis
  - B. Discussion and Consideration of Easter Egg Hunt and Litter Sweep
  - C. Discussion and Consideration of Proposal from Centralina Council of Governments for facilitating the retreat in February
  - D. Discussion and Consideration of Proposal from Firethorne Country Club for the retreat in February
11. Update from Planner
12. Update from Finance Officer and Tax Collector
13. Public Safety Report
14. Transportation Report
  - A. Discussion and Consideration of voting on I 77 Toll Road
15. Council Comments
16. Adjournment

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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:** Peggy Piontek Town Administrator/Clerk

**DATE:** January 11, 2016

**SUBJECT:** Approval of Meeting Schedule

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This was approved in December, however the year for the Planning Board December meeting was listed as 2015. This is simply a clerical correction to change it to December 2016

Peggy Piontek, CMC, NCCMC  
Town Clerk

# TOWN OF WEDDINGTON

## SCHEDULE OF TOWN COUNCIL MEETINGS - 2016 (2<sup>ND</sup> MONDAY OF EVERY MONTH)

DATE	TIME	LOCATION
January 11, 2016	7:00 p.m.	Town Hall Council Chambers
February 8, 2016	7:00 p.m.	Town Hall Council Chambers
March 14, 2016	7:00 p.m.	Town Hall Council Chambers
April 11, 2016	7:00 p.m.	Town Hall Council Chambers
May 9, 2016	7:00 p.m.	Town Hall Council Chambers
June 13, 2016	7:00 p.m.	Town Hall Council Chambers
July 11, 2016	7:00 p.m.	Town Hall Council Chambers
August 8, 2016	7:00 p.m.	Town Hall Council Chambers
September 12, 2016	7:00 p.m.	Town Hall Council Chambers
October 10, 2016	7:00 p.m.	Town Hall Council Chambers
November 14, 2016	7:00 p.m.	Town Hall Council Chambers
December 12, 2016	7:00 p.m.	Town Hall Council Chambers

## SCHEDULE OF PLANNING BOARD MEETINGS - 2016 (4<sup>TH</sup> MONDAY OF EVERY MONTH)

DATE	TIME	LOCATION
January 25, 2016	7:00 p.m.	Town Hall Council Chambers
February 22, 2016	7:00 p.m.	Town Hall Council Chambers
March 28, 2016	7:00 p.m.	Town Hall Council Chambers
April 25, 2016	7:00 p.m.	Town Hall Council Chambers
May 23, 2016	7:00 p.m.	Town Hall Council Chambers
June 27, 2016	7:00 p.m.	Town Hall Council Chambers
July 25, 2016	7:00 p.m.	Town Hall Council Chambers
August 22, 2016	7:00 p.m.	Town Hall Council Chambers
September 26, 2016	7:00 p.m.	Town Hall Council Chambers
October 24, 2016	7:00 p.m.	Town Hall Council Chambers
November 28, 2016	7:00 p.m.	Town Hall Council Chambers
December 19, 2016 (Moved up one week – Christmas)	7:00 p.m.	Town Hall Council Chambers

## SCHEDULE OF HISTORIC PRESERVATION COMMISSION MEETINGS - 2016 \*(4<sup>TH</sup> MONDAY OF THE FIRST MONTH OF EVERY QUARTER AFTER THE REGULARLY SCHEDULED PLANNING BOARD MEETING AT 7:00 P.M.)

DATE	TIME	LOCATION
January 25, 2016	*as stated above	Town Hall Council Chambers
April 25, 2016	*as stated above	Town Hall Council Chambers
July 25, 2016	*as stated above	Town Hall Council Chambers
October 24, 2016	*as stated above	Town Hall Council Chambers

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, DECEMBER 14, 2015 - 7:00 P.M.  
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on December 14, 2015, with Mayor Bill Deter presiding.

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

Visitors: Trinetta Jackson, Crystal Brown, Kathy Lombard, Lib Propst, Patricia Propst, Walton Hogan, Genny Reid, Bob Lockerman, John Giattino, Don Sinclair, Barbara Sinclair, Kitty Deter, Bill Price, Andy Stallings, Peggy Stallings, Daniel Barry, Anne-Marie Smith, Kenny Schott, Nancy Anderson Eric Anderson, Mark Knowles, Don Titherington Sr., Rob Dow, Ann Marie Burman, Anthony Burman, Sandy Buzzard

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

**Item No. 1. Open the Meeting** Mayor Deter opened the meeting at 7:00 p.m.

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

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

**Item No. 4. Approval of Minutes**

A. November 9, 2015 Regular Town Council Meeting Minutes.

Councilman Smith moved to approve the November 9<sup>th</sup> minutes as presented by staff. All were in favor with the votes recorded as follows:

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

NAYS: None

**Item No. 5. Acceptance of the Union County Board of Elections Official Results for the Municipal Election November 3, 2015** The Town Council received a copy of the Union County Board of Elections Official Results for the Municipal Election November 3, 2015.

Mayor Pro Tem Titherington moved to approve and accept the Union County Board of Elections Official Results for the Municipal Election November 3, 2015. All were in favor with the votes recorded as follows:

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

NAYS: None

**Item No. 6. Special Recognition**

**A. Pat Harrison for his contribution to the Town**

Mayor Deter presented Mr. Harrison with a plaque and thanked him for his support, hard work and dedication to the town over the last four years.

**B. Julian Burton for achieving his American Institute of Certified Planners**

Mayor Deter presented Mr. Burton with a Certificate of Achievement and a small gift for his recent Certification.

**C. Councilwoman Pamela Hadley – District II**

Daniel Barry – On behalf of the citizens of Weddington, the Weddington Town Council, former elected officials, we join together tonight to thank you and all of our elected officials and to recognize you for your vigilance and tenacity in the minority as you represented your constituency. All appearances would have everyone believe that you and I agreed on everything, but we know that was rarely the case. You strove every day to hold all that serve accountable to the public and fought to assure that all citizens of Weddington had a “seat at the table” with a transparent government. It didn’t matter whether we were dealing with the General Assembly, State bureaucrats, the Board of County Commissioners, or the Weddington Town Council, you stuck to your guns. It is not lost on me that since 2011 you maintained every single one of your campaign commitments with conviction. As I was preparing for tonight I thought back to a speech that President Roosevelt gave in 1910. I will quote from it; most of you are probably familiar with this:

“It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done them better. The credit belongs to the man who is actually in the arena, whose face is marred by dust and sweat and blood; who strives valiantly; who errs, who comes up short again and again, because there is no effort without error and shortcoming; but who does actually strive to do the deeds; who knows the great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of achievement, and who at the worst, if he

fails, at least fails while daring greatly, so that his place shall never be with those cold and timid souls who neither know victory nor defeat.”

Being an elected official is a tough job. We thank you for the long hours and the personal sacrifice, the time away from your family and from work fighting to keep Weddington a great place to live and raise a family. Please join me in recognizing Pam and thanking her for her service to Weddington.

Councilwoman Hadley – I was told in 2011 before I decided whether I was going to run for Council that being an elected official would be an education that you could not receive in any university or school and I am here to say that was probably the most wise and accurate advice that was ever given to me. It’s been an education, it’s been an honor and it’s been a privilege to be your voice and to serve you. Thank you.

**D. Councilwoman Barbara Harrison – District IV**

Mayor Deter – I know I speak for myself and the Council, there will be a huge loss when we lose Barbara from the Council. I think everyone knows Barbara, along with slave labor Pat, were big drivers of the Festivals, Christmas Tree Lighting, and Litter Sweep. I can honestly say as I look back and do some calculations, thousands of people and their families have gotten enjoyment from the Festivals that we have. It helped bring our community together and maintain that Weddington is a great place to live. Personally, I am very concerned how we are going to keep that going, but working with Council and staff we will find a way to make it happen. She not only did it so well she pulled all of it off for \$5,000.00 and gave the town back \$2,500.00. I want to recognize Barbara even though often times we all don’t agree on issues, I’m speaking for myself and Council, Barbara is very good at making fact based decisions, which is what we all need to do. She may not have necessarily agreed with the final outcome, but she would look at the facts and was always looking out for what was best for the town. So on behalf of myself and the Council, I would like to congratulate Barbara for the work she’s done for the last four years.

Councilwoman Harrison – It has been my distinct honor to serve the Weddington Town Council. It has been quite an interesting experience. Four years ago, if someone had told me I would spend 80% of my time working on one topic I would have laughed at them because there are so many issues at hand. In 2011, when I was running, I made a commitment to heighten our community awareness and with the tree lighting, fall festival, litter sweeps and Easter egg hunt; where we raffled off 14 bikes, collected hundreds of toys and several hundred pounds of canned goods, I believe that has been achieved. Keeping Weddington unique was another area that I wanted to preserve and by landscaping the islands on Hemby, Rea and Providence Roads everyone knows when they enter Weddington’s Town limits. But most importantly, it was the work on the Ordinances, as a team, that was most rewarding to me; creating a Downtown Overlay, Storm drainage, putting parameters around our sign ordinances (which I think is going



to have to happen again), and requiring a transportation impact analysis on all new developments to keep Weddington as it was envisioned 30 years ago. To Councilman Don Titherington, Councilman Mike Smith and Mayor Bill Deter, I have the utmost respect and admiration for you and what you represent. Two years ago that first meeting was quite stressful and I thought I was going to have two long years but by February we all realized we had some goals that were the same for Weddington. But if I ever write my memoirs, there will be a paragraph about the Councilman who thought I was poisoning him when I gave him a tin of homemade cookies. I wish all of you success in the future. To the newly elected Council Members, I wish you much success and hope you make decisions based on what is right for the citizens of Weddington. To the town staff for your support, guidance and help with the events, you are Weddington's unsung heroes. To my family and friends thank you for your unwavering support. To my husband, thank you for being you, for supporting me, for your patience and understanding. Now as this chapter of my life closes, I look forward with excitement and anticipation for what the next chapters of my life will bring. Once again, to the citizens of Weddington, thank you I was deeply honored to serve you.

**Item No. 7. Oaths of Office**

- A. Oath of Office for Bill Deter – Mayor** Town Administrator Peggy Piontek administered the Oath of Office to Bill Deter.

TOWN OF WEDDINGTON, NC  
MAYOR  
*Oath of Office*

I, Bill Deter, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the State of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Mayor, so help me God.

- B. Oath of Office for Scott Buzzard – District II** Mayor Bill Deter administered the Oath of Office to Scott Buzzard.

TOWN OF WEDDINGTON, NC  
COUNCILMEMBER  
*Oath of Office*

I, Scott Buzzard, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the State of North Carolina not inconsistent

therewith, and that I will faithfully discharge the duties of my office as Councilmember, so help me God.

**C. Oath of Office for Janice Propst – District IV** Notary Public Nancy Dwyer administered the Oath of Office to Janice Propst.

TOWN OF WEDDINGTON, NC  
COUNCILMEMBER  
*Oath of Office*

I, Janice G. Propst, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the State of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Councilmember, so help me God.

*Council took and returned from a brief break.*

**Item No. 8. Determination of Quorum** There was a quorum.

**Item No. 9. Public Comments**

Walt Hogan– 5009 Laurel Grove Lane - Thank you for a well-run election. I am looking forward to seeing the same high standards that were set by the previous Council to be met and exceeded. I am looking for some fiscal responsibility, the same as the last time. You all know my issues about the \$206,000.00 accounting, recusal ethics and those kinds of things. But I just wanted to say that you are to be congratulated and I am looking forward to watching you work in the next two years. Thank you.

Nancy Anderson – Welcome aboard to Scott & Janice. Thank you for agreeing to serve and also thank you and farewell to Pam and Barbara. Good job, girls. I have spoken to several Council Members before the meeting about what I consider a very disturbing policy about the attorney invoices. They assured me that the draft that was in the packet is going to be changed. I'm hoping that is true. But I do want to point out the guide to open government and public records as is published by Roy Cooper, the one time Attorney General. The outline of the background of it, the North Carolina Public Records Act makes clear that written materials and other information created or received by State and Local Government is the property of North Carolinians and gives the people a means of enforcing their right to see government records. The Public Records Act imposes obligations on all State and Local Government Officials to: 1) Allow inspection by any person or corporation of those government records not specifically exempted from the disclosure, and 2) allow the public to copy, promptly upon request and at minimal expense records of this government. It goes onto say that the local interpretations in favor of openness, persistent with the principal that records and information compiled by State

and Local Government belong to the people. The North Carolina Supreme Court has developed guideposts for interpreting the law to be used by the courts and government officials charged in fulfilling their disclosure obligations to the public. Specifically, the Public Records Act is a) deliberately in favor of public access to records and information, and b) exemptions from the Act's mandatory disclosure requirement are to be read very narrowly. So I hope that whatever ordinance the Council decides to adopt follows these guidelines. In closing, I would offer a very simple solution; direct the attorney not to put confidential information in the invoice and we are done. Thank you.

Bob Lockerman-1032 Antioch Woods Road- I want to thank Michael Smith. I emailed Union Power at least three times to try and get them to turn on the street light by the Antioch Elementary School. I was unsuccessful. I brought this to Mike's attention at the last meeting and boom it's on. He's magic. In regards to the Falls at Weddington, my concern is with the land development as it compares to the rendering that we were shown which is a map from going to meetings that was passed out. So if the map had changed, then obviously I have some errors here but if that was the final plat then I basically want to bring some attention to it. I want to thank Julian for emailing me today and giving me some more information. That's very helpful. He is educating me and I appreciate it. I took some time this weekend to take some photos that I passed out to you showing how this process is progressing and sharing with you the report I have prepared for each of you. This depicts what's ongoing and at the end I'd like the Council to consider some measures that can help further dictate better land stewardship in the future. You have done really well passing a lot of regulations but I think there's more that needs to be done. In addition to these photos I ask that the town consider a ban on vast burning of materials and waste. In this case it must have been left over tree material. This went on for about two weeks for 24/7 at multiple burn sites across the street from Antioch Church and Antioch Woods Road. At night it looked like a scene from what I would describe as the gates of hell. It kept creating such an ash that it threw off every day it accumulated on everyone's cars and whatnot. Again, I know there isn't any ordinance against that now, but I wish you would consider. I handed out the pictures; this is from noon time yesterday. The first picture is a picture as you move along Antioch Church Road. They are cutting not only along the road, but as I construe what you would call the view shed that's between Antioch Church Road and the first road that's cut in of the neighborhood. If you look you can see that there are trees that are banded and there's other trees that have X's on them and those are between where the view-shed begins and ends. It would appear that they are cutting down in between and selectively leaving bigger trees or other trees but taking down others. I'm not sure if that's appropriate or allowed. The second picture below you can see the environmental barrier has been down; it's been down for nearly two weeks. That's the bottom of the first page of pictures. On the second page in these photos you can see they actually completely cut through a passageway on Antioch Church Road right through the view-shed to get to the other side. It's about the width of Antioch Church Road and I think that is so that they could get their equipment in there. Again, you can see the

environmental barrier has once again been completely pulled out of the way. It's been that way for about a week. On page 3 you can see the brush monster that is doing all this work. You can look at the rest, but basically I would appreciate it if the Council would take a look into making work for Julian now that he has his certificate.

Mark Knowles –5117 Laurel Grove Lane, Lake Providence- First I want to commend Janice Propst for running a high integrity campaign; no lies, no half truths, and no vicious baseless attacks on her opponents. Well done. Second I would like to urge this Council to dismiss or vote down the motion listed on the agenda regarding the release of detailed town attorney bills. On the grounds that this proposed policy is against North Carolina law. The Freedom of Information Act is North Carolina's law regarding open government and public records, also named as the Sunshine Laws were created to provide private citizens access to activities of government. North Carolina Public Record Laws make clear that written materials or other information created or received by State or local governments is the property of North Carolinians and gives the people the means of enforcing their right to see government records. North Carolina General Statute 132 Public Records has no provision specifying the request be made in writing nor that the requestor identify themselves or their purpose. However, Weddington must always put into practice the requirement of payment and signature via this form. This requirement is contrary to North Carolina law and should be discontinued immediately. The specific topic covering tonight's motion is the release of detailed attorney bills. Detailed or not, attorney bills are not confidential based on North Carolina law and neither this Council nor our contract service providers have the right or the authority to unilaterally declare what is confidential. North Carolina law does this for us. GS 132 is very clear. Section 131-1.1 contains a list of the types of communications between the governing agency and their attorney that are considered confidential. This list includes such items as pending and ongoing litigation, tax information, employment security information and others. Attorney invoices are not mentioned. Furthermore, section 132-6c states, and I quote "No request to inspect, examine, or obtain copies of public records shall be denied on the grounds that confidential information is commingled with the requested nonconfidential information. If it is necessary to separate confidential from nonconfidential information in order to permit the inspection, examination, or copying of the public records, the public agency shall bear the cost of such separation." I urge this Council to turn away from the practices of costly secret meetings, like the \$68,000.00 of taxpayer money that you spent between February and August 2014 developing a "fire service strategy". Even now, after three requests and three verbal agreements from Anthony Fox to provide public records from those meetings the residents of Weddington have yet to see those materials. Consider this the fourth request. North Carolina Superior Court has ruled that two weeks is an adequate time to comply. Each of you is sworn to uphold the law, I urge you to start today. Merry Christmas and Happy Chanukah.

Ann Marie Burman –7904 Stonehaven Drive- Thank you Barbara Harrison for all the unbelievable hard work she has done and given me the opportunity to help volunteer with her. She is an amazing woman and I think we have lost an unbelievable powerhouse.

Anthony Burman-7904 Stonehaven Drive, Marvin- Congratulations to all of you. I served four of the longest years of my life on the Marvin Council from 2009-2013. During that time, I had the opportunity to get to know many Weddington officials. So thank you to Pam and Barbara both for your service. Especially Barbara, when she was running in 2011, Marvin’s Mayor and two Council people were unopposed, so I didn’t have to worry about who I was going to be serving with for my remaining two years. So I helped in Weddington going door to door with Barbara, even threw on one of my old Weddington Wild cats sweatshirts. Went to the football games, helped hand her stuff out. She is an amazing Council Member and amazing person. As far as the events are concerned we had a lot of great events in Marvin but they cost us money to do. I had a Council Member in Marvin a couple of years ago ask me how come it costs us so much money to do our events and it seems like Weddington makes money. I said it’s because we don’t have Barbara Harrison in Marvin. So unfortunately she turned down requests to be paid from us to do our events. She was so focused on Weddington. I just wanted to thank you for your service. Thank you.

Mayor Deter closed Public Comments.

**Item No. 10. Additions, Deletions and/or Adoption of the Agenda**

Mayor Deter-I have a proposed addition. We got some information and had some discussion about posting recordings on the town website. We have the ability at no or minimal cost to do that, so I’d like to add onto the agenda “Discussion and possible consideration of adding audio recordings to the Town website.” Because of the “possible consideration” and we vote that would require the unanimous vote that’s added to the agenda.

Town Attorney Anthony Fox-You may want to identify the section of the agenda that you want it added to.

Mayor Deter-Oh it would be 15D, under New Business. I would add it there.

Mayor Pro Tem Titherington made a motion to add audio recording to the Town website for consideration and discussion as 15D. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

Mayor Pro Tem Titherington made a motion to approve the agenda as amended. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 11. Consent Agenda**

- A. Council consideration to approve the 2016 Meeting Schedule (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)
- B. Council consideration to approve the 2016 Holiday Schedule (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)
- C. Call for Public Hearing for the preliminary plat application for the Conservation Subdivision, The Enclave at Weddington

Mayor Pro Tem Titherington made a motion to approve the Consent Agenda. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 12. Appointments**

Mayor Deter-We now have a series of appointments. This comes at every December meeting after we have a new election.

**A. Appointment of Mayor Pro Tempore**

Councilman Smith made a motion to reappoint Don Titherington to Mayor Pro Tem. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington  
NAYS: None

**B. Oath of Office for Mayor Pro Tempore** Mayor Bill Deter administered the Oath of Office to Don Titherington.

TOWN OF WEDDINGTON, NC  
MAYOR PRO TEMPORE  
*Oath of Office*

I, Don Titherington, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the State of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Mayor Pro Tempore, so help me God.

Attorney Fox-Before you move on the one thing for clarification with regards to the item that was added to the agenda. The way I interpreted is that you made a suggestion that was made as a motion by Don Titherington and was then approved by the Council. Correct?

Mayor Deter – Correct. Are we okay?

Attorney Fox-Yes, you are okay as long as it was a motion of the Council and not the Mayor.

Town Administrator Piontek-I had asked the Mayor to bring it to the Council for discussion.

Attorney Fox-So it was a staff initiated request that was made by the Town Clerk and was put in a motion by the Mayor Pro Tem

**C. Declaration by Mayor Bill Deter of Delegate and Alternate to the Charlotte Regional Transportation Planning Organization (CRTPO)**

Mayor Deter-I am going to appoint Scott Buzzard. I have spoken to Scott and he has offered his time and services to attend the meetings as a Delegate and I will serve as the Alternate.

**D. Appointment of Delegate and Alternate to Centralina Council of Governments (COG)**

Councilman Smith made a motion to appoint Mayor Deter as the COG Delegate and Janice Propst as Alternate. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

**A. Appointment of Council Member as Facilities Manager**

Mayor Pro Tem Don Titherington made a motion to appoint Councilman Smith as the Facilities Manager. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

**B. Appointment of Council Member responsible for reviewing bank statements**

Mayor Pro Tem Titherington made a motion for Mike Smith and himself to be responsible for reviewing bank statements. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

**C. Appointment of Council Member as check signatory**

Councilman Smith made a motion to appoint Councilman Buzzard and Mayor Deter as the check signatory. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

**Item No. 13. Public Hearings and Consideration of Public Hearings**

*None*

**Item No. 14. Old Business**

**A. Discussion and possible adoption of a policy on releasing detailed Town Attorney Bills and Personnel Policy**

Mayor Pro Tem Titherington – We had discussed this at the last meeting and asked staff to put together a draft proposal that was in the packet. We have since edited it because I think they missed the mark a little bit on what our intent was. The reason we feel we really need to do this tonight is relative to Attorney/Client privilege. As we know several months ago we had some invoices that were shared that contained confidential/privileged information. This basically violated the Town’s rights. These invoices were then used in a lawsuit against the town. To hopefully prevent this type of behavior in the future and to prevent having staff being put in an uncomfortable position as gatekeeper, I thought it was important to have a formalized policy. Otherwise it is left up to people’s interpretations. What it does is provide clarity to staff and still allows Council to review any and all information. I think that’s important. One option would be to scale down the information on some of the invoices. But I think it’s important that we actually have a checks and balance to make sure that the bills that we are being presented do contain all of the work product. The information that is there is open to any Councilperson to review. But by default those invoices do contain what would be considered privileged information. It does not avoid the public from taking a look at them, as we do today. We have a policy in place that allows access to that. It was strictly said that if something was going to be reviewed we would have the ability of the Town Attorney and Council to make sure that any confidential information was redacted from that. To me it’s really giving clarity to staff and protects and preserves the Town’s attorney/client privilege. I think if you look you will see the UNC School of Government will talk about the fact that if information is going to be determined to be confidential or not, that should not be an individual Council person. That really is a Board decision with guidance from staff and attorney. So that was the reason behind it. It doesn’t really change any of our current structures. Particularly as we think about how the bills are paid and taking a look at them. The revised policy was presented in your packet by Peggy this evening.



Attorney Fox – One thing I would suggest that Council consider is to add a sentence to the end “that the town shall comply with all Public Record Statutes”. The town never intended not to comply with Public Record Statutes. If the information that is contained in these bills is, in fact, a matter of public record the town will comply. We will meet the statutory requirements.

Councilwoman Propst – Are you saying that it’s going to actually go with the GS 132?

Attorney Fox – Yes, the town has to comply with 132-1. But we need to understand that 132-1 doesn’t address all public records. There are others. 168 deals with public records. Those things are, although they are public records, personnel information. That is private by statute. So we are going to comply with the statute. That’s our obligation.

Councilwoman Propst – So why don’t we just say we are going to comply with the North Carolina Statute then? I mean why do we have to have our own special policy if we just say we’re going to follow the North Carolina Statute?

Attorney Fox – This deals with a policy decision of this Board of your body as to how it deals with it. First of all, it makes a statement that these attorney bills in specific, not just public record, but specifically attorney bills that contain summaries of the work that was performed by our office and the attorneys working on matters for this town. That information is deemed confidential and privileged. That privilege is not waived. I think that’s what this policy does initially is establishes the fact by this governing body that information is privileged. Because that information protects the Town, protects taxpayers from having an opposing party having access to very specific information that discloses legal theories that could end up impacting the taxpayers through dollars that could be paid out in some type of judicial proceeding. That’s what this does. This Board is clear that we are saying this is confidential information and it’s a privilege that’s owed to the Council. That privilege cannot be waived by an individual member. That’s what this policy does.

Councilwoman Propst– I personally have never seen a Parker Poe bill and I don’t really care to see one. But I do feel that every citizen in Weddington has the right to know where we are spending our legal fees. I agree on the confidentiality on client/council privilege. I think our bills should be clearly marked showing the fees in the categories. Whether it’s a general government fee, a planning fee or a litigation fee and that any citizen in this room can walk in the door and say “I have the right to see where my tax dollars are going”. I’m actually representing the people in this room and we are public servants. I’m not asking this for anybody to be able to see confidential matters regarding litigation. But I think anybody should be able to walk into the building and say “If I want to see Parker Poe’s bills this month”, Jane Doe. She should be able to walk in the door and say “I would like to see Parker Poe’s bills in regards to planning or general government” and there it should be. You know confidential information, granted that’s

somewhere over here. But the bill and how many hours and who sat with you or whoever spoke with you, all of that should be public open record for the citizens of this town to see. That's part of this open government attorney general public record, the Sunshine Law. It's clear that you always err on the citizen's rights to be open and honest to the people that you serve. I ran on that, so I'm going to start my night off by saying that my recommendation would be to open and review those bills in Closed Session as a Council. The Clerk makes a record of the Closed Session minutes and all that's actually in her minutes for the Closed Session. The bills are opened in Closed Session with everybody on this Council can review those bills. Nobody is walking out the door of that Closed Session to review those bills but the Council gets to see those bills. Again, what we have as invoices upstairs clearly says Anthony Fox, general government this month was 6 hours, if it was planning it was 2 hours, if it was litigation it's 1 hour, 2 hours whatever. But any citizen can walk in the door and see where we spend our tax dollars. That's open and honest government.

Mayor Deter – Are you suggesting we have a Closed Session meeting every month? We get the bills monthly.

Councilwoman Propst – We're having one tonight.

Attorney Fox – That has to do with Planning.

Mayor Deter- That has to do with something else.

Councilwoman Propst – I know, how long will it take to go over a bill, 5 minutes?

Mayor Pro Tem Titherington – Today we do provide summary, every month, what is broken out in dollars for litigation, as well as, general expense. That is broken out and that is in the monthly financials. That's there any month.

Councilwoman Propst – So can any citizen today walk in the door and not have to fill out a form telling why they want to look at it? I'm not just asking about a legal bill but anything that we spend our money on. Any citizen should be able to walk in the door and not have to fill out a form and say how much did we spend this month with Anthony Fox.

Mayor Pro Tem Titherington – They can get that information. The challenge that we have here is the detail, as part of the checks and balances still okay. This meeting occurred and here's what was discussed. So I think while you would want that detail to say “hey why was it a 30 or 40-minute meeting” that's where some of that confidential information comes from. That's the actual detailed invoices. If somebody wants a summary, it's not an issue. That's provided and reviewed every month in our financials and it's posted. We actually have a subcategory in there

for litigation. All of that is there. If someone actually wants to get a copy of the detailed invoice, in order to protect the citizens, it should be reviewed and made sure that any confidential information is redacted. That would require it going to Council. So this doesn't prevent anybody from really looking at this from Council. If you sit here and say "I want to go back and understand what's gone on for the last six months" you should absolutely have that right and you do have that right.

Councilwoman Propst – As long as Anthony is saying that we are following North Carolina law.

Attorney Fox – Yes, we will, we have, and we intend to going forward.

Mayor Pro Tem Titherington – To clarify the addition at the end, it does say "that the Town Attorney determines that any attorney invoice must be disclosed as a public record, that attorney invoice shall be made available to the public and to individual" you would add "the Town will comply with all public record statutes".

Mayor Deter – I think Janice this also says as it relates to a Council person. You can go in and say I want to see everything, and you can. The issue we had is a Councilperson would say "I will make the determination what's attorney/client privilege myself" and this is just simply saying no, the Council makes that decision because Anthony serves the Council.

Councilwoman Propst – I understand that. I just want to have an open government.

Mayor Pro Tem Titherington – We do and it is and that's why I think it's important to provide clarity for staff so they are not put in an uncomfortable position either. As employers of staff we have a responsibility to those folks too. So that's why I'm very clear here. I don't want to change anything and what we are really doing today is making it clearer. If anything is confidential that would require Council approval.

Councilman Buzzard – Do we know or have we looked to see if this is consistent with any other municipalities?

Mayor Deter – Well if they are following North Carolina statutes.

Councilman Buzzard – Well do they have anything such as this?

Attorney Fox – Most attorney bills are generally just kept confidential. The amount that's spent is a matter of public record. If someone wanted to get details of what was performed they could certainly ask for that in summary form. Scott, what happened here was unique. It never happened with the experience of some of the lawyers in our firm: that is to be in court and to

have presented to you in court a copy of your legal bill that contained the very theories that you were talking about with regards to the litigation that was at hand. That's how all this arose. Then there's some question about whether or not that information was privileged and confidential and who that privilege was owed to. This goes to define who the privilege is owed to.

Mayor Pro Tem Titherington – It is not up to one individual Councilperson to make that decision. In a vacuum is what we're saying. We thought we needed a policy. I think Peggy you have some experience with this as well.

Town Administrator Piontek – From my previous jurisdiction we had the same thing. Before we released any bills to the public, we gave them to the town attorney to review to ensure there was no attorney/client privilege breach. Because we had a Council Member that wanted to display them and one individual on the Council is not representative of attorney/client. You are a body. You all are the client so not one person can make that decision.

Mayor Deter – Detailed bills.

Administrator Piontek – Yes, detailed bills. We always had him check it first before we released it.

Mayor Pro Tem Titherington made a motion to adopt the Town of Weddington Policy on releasing attorney invoices which is the revised version tonight and not from the other packet. With the language that was added as the last sentence, "that the town will comply with all public record statutes". The votes were recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

### **B. Update on repairs to Town Hall exterior**

Mayor Deter – As you know we have had some issues with the Town Hall, primarily the outside siding, rotting wood, moisture and painting issues. We will have this as an agenda item at the retreat. It will take a lot of discussion. I am proud to say I have become a relative expert on houses, humidity, Preservation Bulletin #8, Preservation Bulletin #10 that addresses paint, siding, and moisture issues. I've got North Carolina State Building Codes that address air movement and vents under houses like this whether it's brick, concrete or visqueen. I have met with the Union County Historic Preservation Society and received information from them.

In a nutshell, we have moisture problems. This house is about 2100 square feet. Based on building code you need 1 square foot of vent area for every 150 feet unless you don't have a visqueen cover then that's for every 500 feet. So if this is concrete under here we have one direction, if it is not concrete under here (council chamber) then the Town would need 15 vents.

We have 9 and 3 of them are blocked. There are none on this side. So let's just say, I'm pretty confident I know where our moisture issue is coming from. We'll talk at the retreat on how we address it. I also am pretty much up to speed on the Preservation Society of Union County, Indian Trail, Waxhaw and the Town of Weddington. A quick summary: Our problems started several years ago when the roof was put on. We had a roofer that did not know how to do flashing, 95% of our rot is where the flashing is. We followed that up and basically screwed it up more on how we painted it. There is a difference between latex and oil based paint. I can even tell you when you pop a bubble, depending on what's under there; it will tell you if it's a paint adhesive issue or a moisture issue. The reason I'm pointing all this out is because there has been some discussion that we are going to put plastic siding on Town Hall. That we are going to make it a plastic Barbie House; we're going to throw away the heritage of the town. I got correspondence from the former Mayor of Waxhaw asking me about this. So let's put all that to rest. At the end of the day, it's going to become a discussion at the retreat. There are other issues on caulking that I'm not going into. Let's just say that we're not going to make this a Barbie House and we'll discuss it at the Town Retreat in February.

### **C. Update on Fire Department**

Mayor Deter – That's primarily related to the Septic system. We have a problem with the septic system at the fire department. According to Union County Environmental septic systems are driven by two things, once you know the number of people occupying it. They are driven by 1) the size of the storage tank and 2) the length of the laterals which is dependent on a perk test or absorption. Years ago this system went in and 30 years ago most tanks were single container 750 gallons. Now the facility we have would require a minimum of 1,000-gallon tank and would be a dual tank. Which are two tanks within that tank. What we are doing, before we take action, we have to determine what is the size of the tank that's in there. My gut tells me it could be 750 gallons and we would need to have a perk test. Once we know the size of the tank and know the perk or absorption requirements we can then get bids to get the septic system taken care of. So the town is moving forward to obtain information. They will have to dig up the surface, find out the size of the tank and get a perk test done. Hopefully we will get that done this month and it will be an agenda item for the January Council meeting.

Mayor Pro Tem Titherington – Did they give us any insight and do we have enough space on the current property?

Mayor Deter – Well we don't know if we need more laterals. That's the question. So we thought the first thing we'd do is to find the size of the tank, do a perk test. We have two 75 foot laterals. The perk test may say that's fine. The problem is your storage tank is too small, and then we will have to fix the storage tank. It may be the storage tank is too small and we will have to replace it. Your perk isn't adequate and you have to get more laterals. Once we have that information then we have to go the next step and make a decision.

### **Item No. 15. New Business**

**A. Consideration of appointments to the Planning Board, Board of Adjustment and Historic Preservation Commission.**

Councilwoman Propst– I actually called some people and I spoke with Linda Nugent in Highgate. I found her very knowledgeable; she is a Civil Engineer. You all got a copy of the application, but she also does a lot with energy development. I talked to her a lot about her vision of the town and I see that she’s very knowledgeable working with DOT and roads and the infrastructure.

I would like to make a motion to nominate Linda Nugent as a member to the Planning Board.

The votes were recorded as follows:

AYES: Councilmember Propst

NAYS: Councilmembers Buzzard, Smith and Mayor Pro Tem Titherington

Councilman Buzzard – I’d like to keep some consistency with where the town is and how we move forward. If possible, since we have two, I’d like to make two recommendations.

Councilman Scott Buzzard made a motion to reappoint Gerry Hartman to the Planning Board, Board of Adjustment and Historic Preservation Commission for a 4-year term. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

Councilman Scott Buzzard made a motion to appoint Barbara Harrison to the Planning Board, Board of Adjustment and Historic Preservation Commission for 4 years. “I think from what everyone has said prior to this it helps with her experience.”

Mayor Pro Tem Titherington – I would second that as we face one of our biggest challenges is road infrastructure over the next four or five years. The Rea Road Extension is coming in, Providence Road is coming in and again I think Barbara’s history with MUMPO and intimate knowledge of that will actually be an immense asset. That continuity for the Town, I think it’s going to be a tremendous challenge as we go through those expansions and how we view that in an appropriate manner. So her experience would be absolutely incredible for that.

Councilman Smith – I agree.

The votes recorded as follows:

AYES: Councilmembers Buzzard, Smith and Mayor Pro Tem Titherington

NAYS: Councilmember Propst

**B. Discussion on dates for Retreat in February**

Mayor Deter – Hopefully everyone brought their calendars. Peggy is trying to schedule a retreat in February. We made a first pass and had some conflicts. I would offer up February 18<sup>th</sup> & 19<sup>th</sup>. Generally, the retreat will run a good 2 days or a solid 1.5 days.

Mayor Pro Tem Titherington – I think that makes sense, its right around the same time we have it every year.

Mayor Deter – So how does that fit for everyone’s schedule because Peggy has to reserve sites and a facilitator?

Councilman Buzzard- For those of us who are not retired Thursday/Friday is somewhat problematic. If there is any potential possibility to try to find a Friday/Saturday combination?

Councilwoman Propst – Or fit it all in on Friday?

Councilman Buzzard – Or fit it all in on Friday.

Mayor Deter – Once we get an agenda out, Dorine you have experience on this, it just can’t be done in one day.

Councilwoman Propst – Didn’t Peggy say on that particular weekend that the Saturday was open for ½ a Saturday?

Town Administrator Piontek – I will check.

Councilwoman Propst – Scott was just asking because he has to take two days off of work.

Town Administrator Piontek – I understand the dilemma, but it would be helpful if I could go in a direction. So If I cannot get the Saturday, should I book the 18<sup>th</sup> and 19<sup>th</sup>. I get it - I’ll try and get the Saturday, I understand it.

Councilwoman Propst – Do you think we could do the retreat in 1.5 days?

Mayor Pro Tem Titherington – Last year we were finished up about 2:00 pm. We don’t go hard core, we take breaks. I work too, so, but I agree with the way it is. By the time you have Richard Helms from Union County, you have the School Board in, you have DOT and you start rolling through the day and a half.

Mayor Deter – Yes we have staff there and we have Planning Board.

Finance Officer Leslie Gaylord – We will probably have the COG Facilitator as well, which is probably easier Thursday and Friday than Saturday.

Mayor Deter – Is there any way you can get that Thursday and Friday, Scott?

Councilman Buzzard – All right, I will see if I can work it out but Friday/Saturday would be whole lot easier.

Councilman Smith – Can you check on Saturday?

Town Administrator Piontek – I can do whatever you direct me to do.

Mayor Deter – We will have to check with the facilitators too.

Finance Officer Gaylord – Not that your retreat depends on me at all but I can't do that Saturday. I can do another Saturday but not the 20<sup>th</sup>.

Mayor Deter – I would suggest the 18<sup>th</sup> and 19<sup>th</sup>. Scott, if you could check. I realize that you are working but Don has the same problem. It's one time a year. Let's see if you can get the 18<sup>th</sup> and 19<sup>th</sup> off on your schedule. We really need to get this thing in place. If we could squeeze it into one day we would, but we just can't get it done in one day.

Town Administrator Piontek – So is that what we are doing - the 18<sup>th</sup> and 19<sup>th</sup>?

Mayor Deter – The 18<sup>th</sup> and 19<sup>th</sup>. Scott's going to check. So before you lock those dates in, today is Monday, and can you let Peggy know by the end of the week?

Councilman Buzzard – Yes.

Mayor Deter – If not we're going to have to do some kind of round robin to try and find another date.

Mayor Pro Tem Titherington – Or if need be they are available on the 20<sup>th</sup>, we can just move Leslie to the 19<sup>th</sup> for the financial side.

Town Administrator Piontek – I will check with Firethorne to see if they are available on the 20<sup>th</sup>. I will wait to hear from Scott, but that's the week. We are doing that week no matter what. Is that correct? Do we have that commitment?

Response from Council was yes.

**C. Update on Town's participation of the Community Development Block Grant (CDBG) program throughout Union County**

Mayor Deter – You may remember a couple of months ago they came in and spoke to us. We didn't see a lot of benefit accruing for Weddington but we thought it would help the County so we passed a Resolution in favor of that. There may be a benefit to us. We are not sure yet. So Peggy can you give us an update?

Town Administrator Piontek – I met with Mr. Matens on December 7th to discuss the next steps. The information I received is:

- Meetings will be monthly and will start in January.



- The intent is to use the project-specific funds (projected to be about \$900,000.00 per year) to improve infrastructure (e.g., roads, sewers, sidewalks, etc.) with a primary focus on low to moderate income jurisdictions. The funding is limited to the 6 participating municipalities (Marshville, Monroe, Stallings, Waxhaw, Weddington, and Wingate) and the unincorporated areas of the county.
- Two planning documents (a 5-year plan and a 1-year implementation plan) must be completed and submitted to HUD no later than August 16, 2016.
- The County is asking the participants to provide the plans to them by July 1, 2016.
- The participating jurisdictions will be asked to get public input on the plan at their Council meetings in April/May 2016.
- Once the 5-year plan is submitted to HUD, the County does not have the ability to change it without the approval of HUD. Any changes must be in line with HUD's over-all goals of the project.

The purpose of this update is to ask you to start thinking about small projects you would like the County to consider in the plan submitted to HUD for Weddington. There is \$1,200,000.00 that is applied each year and they plan on using most of that for the lower income areas. But there is roughly about \$20,000.00 - \$30,000.00 remaining. That's for the other jurisdictions to try and figure out how they should spend it. So I just want you to start thinking about where you would like us to address that. Where do we need sidewalks or sewers? We're not talking about a lot of money but if we throw some money into it and they throw some money into it maybe we can get something accomplished. I will be meeting with them monthly and I'll give you updates monthly as we go on.

Mayor Pro Tem Titherington – Peggy thank you for doing that, actually I appreciate you taking the time. If I look at this, we would have public input at a Council meeting in April or May. The reality is that means we need to probably have that as an agenda item at the retreat. That will be the March/April time frame. Is there a rating system to the projects? For example, is a sewer rated higher than a sidewalk?

Administrator Piontek – The only rating that you will get a bonus on is if it is shovel ready. So if we have something that's shovel ready that would of course help. If we have all the surveying done, planning done and all they have to do is put a little money into it; then they are good to go. They said that would certainly help them to lean towards, but I don't know that we have anything available like that. Other than that, know that most of the first year's funds will go to Monroe and either Marshville or Wingate. I will learn more; this was a very informal meeting with him in my office. In January all of the representatives from each municipality will be together and will be kicking around some ideas or thoughts.

Mayor Pro Tem Titherington – The reason I ask is there are probably three big buckets or at least two big buckets for sure. As we look at residents that are on wells. The ability that we talked about the ripple effect, first really address this next coming session is how we get water to those that want it. I'd be very interested in understanding what that process is. That's obviously

working through the intent of the quirks. What is their definition of shovel ready? So for example, you can go ahead and get some of that engineering done now, right? So does that move us to the top of the list? The second thing which is probably more DOT related. One of the projects we talked about is 84 and Twelve Mile Creek. If you are there at school hours the people are going into the ditch basically to try and take that right turn and WCWAA backs up. I was out there the other night and it backed up past Deal Road, past Hollister to the high school. So there's probably some other DOT type infrastructure. I know DOT is saying if we want to get anything done it's a co-share which is okay. But would this be something along those lines as well or do they say no it's a different bucket? Maybe some clarity on that so when you get to the agenda on the retreat we can really focus in on what would be beneficial.

Administrator Piontek – Okay, I'll make sure I check into it.

Mayor Deter – By example you should point it out. Julian and myself have had some discussion on Antioch Woods. They are saying all right, now that they have got water coming down what would be involved for them to connect up. We talked about this two years ago at the retreat, so we would really leave that to a subdivision. Last time we talked I thought she had like 75-80% of her subdivision on board. So that could be another thing, I don't know what's involved with shovel ready, but I think it's the infrastructure thing you talked about like roads, water, sewer, stuff like that.

Mayor Pro Tem Titherington – So if you could provide some clarity that would be great.

**D. Discussion on posting audio to the town website** – *this matter was added as a result of a motion made in Additions and Deletions by Mayor Pro Tem Titherington*

Mayor Deter – I will open that up for any questions or discussion.

Councilman Smith – Has this been explored? I know that we talked about it but have we actually gone out and gotten some prices? Analysis of whether our website can sustain it?

Mayor Deter – My understanding is our website can sustain it.

Administrator Piontek – The reason why I asked the Mayor to ask to put this on was first of all to make sure everybody was on board to have it on the website. I've spoken to our IT provider and with the recording technology that we have, we can record the meetings and then post those meetings on the website. I haven't taken it any further because I'm uncertain if all of you are in favor of doing that. If I get direction, if you are all in favor, my goal and hope is to start with the January meeting. That may be a little aggressive, so we may have to start with the February meeting. But I will certainly keep you updated on the information. I just want to make sure that everybody is on board with it before I go any further.

Councilman Smith – Is there any additional cost?

Administrator Piontek – There is no additional cost for the IT, that's all part of the fee that we pay him on a monthly basis. I'm not sure if there is a fee to have a link involved with our website provider and we may have to get a digital recorder. But that would be minimal. My ball park is certainly under \$1,000.00.

Mayor Deter – I believe Indian Trail and Marvin post their audio on their website. I haven't listened to it.

Administrator Piontek – Stallings does this, so if you are interested on what it will sound like. They use the same exact system. They use FTR and their meetings are posted on their website. That will give you an idea of what we are talking about. It won't be anything as elaborate as Indian Trail's because they actually contract with a company to do that. But you will be able to get your meetings on the website.

Mayor Pro Tem Titherington – We looked at this a year and a half ago and to do video. It was prohibitively expensive. But if you are talking less than \$1,000.00 that's different.

Administrator Piontek – I can't imagine what a website contractor would cost to create a link and there's no added cost for our IT vendor. I'm uncertain of the exact cost of a digital recorder, but at the end of the day I can't imagine it costing more than \$1,000.00. I just want to make sure you are all comfortable because if you put this on website, although it can be filtered a little bit you need to understand what you say is out there and you can't take it back. Those are just things for your consideration.

Mayor Pro Tem Titherington – We should think before we speak.

Councilman Smith – I think it's a good idea.

Mayor Deter – People can come in and request an audio of the meetings now.

Councilman Smith – I think it's a good idea. I'd like to see you explore it.

Councilman Buzzard – Just so long as you understand that if it does become a cost issue that you bring it back to us.

Administrator Piontek – I would not go ahead with it. I would get final approval from the Council before I go ahead and do it. The recording will never be live. It will be available later on.

Finance Gaylord – How will the audio be available on our website? Is it just one month at a time?

Administrator Piontek – It will be like the minutes, I'm not sure of the time frame from the time the meeting ends until the time that it gets up on the website. It's a short period of time, maybe a week or so. It could be days, I'm not really sure how it works with them.

Officer Gaylord – When the written minutes are created does the audio go away?

Administrator Piontek – The audio is not the actual product of the Town Council. You can hear it but the only thing that is actual public record is the approved minutes.

Attorney Fox – We may want to look at that because it still may become a part of your record and then you are under the disposal act of public records. How long you have to retain it. You may have to create a data storage capability for it.

Councilman Smith – I'm going to assume that a town has it on for a whole year. So you will let us know what the storage capabilities are and the retention guidelines for it.

Administrator Piontek – I will absolutely check all of that out, this is just to ensure all of you are okay with it, if so I will certainly pursue it and give you the information.

Mayor Pro Tem Titherington made a motion to direct staff to research several options around posting audio of our Town Meetings on the website. Please have those prepared, if at all possible for January 2016 meeting. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None

**Item No. 16. Update from Town Planner**

Town Planner Julian Burton – There is a memo in your packet that goes over a few things. Scott and Bill, there's an orientation for you from MPO and TCC for delegates and alternates on January 13<sup>th</sup> at 5:00 p.m. I will be attending as well. It's actually called CRTPO now, not MUMPO. They changed the name a few years back. Another transportation update regarding the Rea Road Extension, I think the date of the Public Hearing is imminent. We should probably know this week. DOT was on board for making sure we have a digital newsletter to send out to our sunshine list and they have a mailing area for everyone within a certain distance of the Rea Road Extension. I will try to find out a little more detail as to who exactly is going to be getting a hard copy letter.

Mayor Pro Tem Titherington – Julian I hate to throw a curve ball at you and I don't have a date, but the schools are on a 3-day holiday in January. It's on the back side of Martin Luther King holiday. I hate to have that meeting at that time because you will probably have a lot of families that might be interested on vacation.

Town Planner Burton – I think we're good, the conversations I'm having seems like it's going to be one of the last two so I think we're okay. But I will certainly confirm that and maybe throw an emergency rescheduling if it turns out to be a problem. Another DOT update; Sean Epperson with DOT confirmed with staff that the Weddington Matthews improvement project was selected for funding. For new members that's the curve leading up to Antioch Church Road, where there were several accidents. We do have funding for that; we will know the construction start date as soon as they know it. This is noncommittal, but worse case he said that the only hold up could be right-of-way acquisition. If they find out they have to get some right-of-way to make the improvement and the property owners are less cooperative that could take some time. If everything goes well they could start construction in the spring. He made it sound like worse case, end of 2016 it will be done but I won't hold him to that at this point. There are some subdivision updates in the memo as well. Carrington and Sugar Magnolia are two Conservation Subdivisions that will be on the Planning Board agenda for next Monday. We are one week earlier than normal this month. Two other items on there are not likely going to be on the Planning Board meeting this month; it will probably be in January.

Mayor Pro Tem Titherington – On the Gibson property I know there's a lot of turnaround road access and 84. What's your latest thought process of them coming off of Lester Davis?

Town Planner Burton – The latest plans still show access off of 84. I haven't seen an updated plan in a while but the last plan shows similar to Beulah Acres, it had a looped access road. It would be two access points. Still two access points on 84 would take trash and mail off of 84 but I don't know if that is fully satisfying your concerns about access on 84.

Councilman Smith – How much control do we have over that?

Town Planner Burton – I think that you would control.

Attorney Fox – It's the subdivision approval process. It's the things that the Council's allowed to look at under the subdivision review and approval process. One of the things you look at is if the development will impact on surrounding properties.

Mayor Deter – That will be expanding four lanes in terms of Providence Road.

**Item No 17. Update from Finance Officer and Tax Collector**

Finance Officer Gaylord – You have your statements in your packet. The only thing that I wanted to bring to your attention is from a budget standpoint. I did some moving of line items. There used to be the outside agency money which was Urban Forester which we are no longer using, so I moved that money up to the fire department repair line for \$3,800.00. I took money down from the transportation line item in Planning and moved it up to the litigation line item. So it's a zero net effect but I just needed to inform you that I moved it.

Mayor Deter – I noticed on the revenue side and I know it doesn't straight line the budget didn't do a straight line on the revenue option and sales tax, beer wine tax, franchise tax seem to be lagging behind.

Finance Officer Gaylord – It's a timing thing because we are two months behind on sales tax. We don't get June's until August. We don't have six months' worth of revenues in here. Beer and wine is once a year and franchise is quarterly.

**Item No. 18. Public Safety Reports**

Councilman Smith – We were going to have a Public Safety meeting in December but due to conflicts in scheduling we will be moving it to January. We do have an agenda set and we will be meeting sometime in January as soon as the Chairman can get in touch with all the Committee members. Again if you have anything that you want on it, let me know.

Mayor Pro Tem Titherington – Mike I know we got some new equipment in for counting cars and speeds, so Julian can give us some property to talk about down the road.

Councilman Smith – It's not speed; it's just traffic counter.

Mayor Pro Tem Titherington – You may want to get something just so that we have some records on it before it goes to the Planning Board. We are actually in a slow period right now because all the sports are out. It will look different on a Saturday or Sunday in February or March. It just doesn't hurt to have a couple of different data points.

Councilman Smith – Yes, we do have a traffic counter we just purchased. It's kind of like the same thing that you see DOT; it's just a strip that goes across the road. One of the reasons we switched to that was because we're having some problems with the radar trailer collecting data. We were using it for traffic analysis and it was not doing the job; it was intermittent. So we're going to do that as soon as I get up with the Deputies. Get it up and running and figure out how it works before we get that in. It stores a lot of data so I think it will be pretty productive once

we get it up and working. I will try and turn that over to Public Safety to manage. So as the Council has requests we can directly contact the Public Safety Committee for that.

Mayor Deter – Remember last year we had that discussion about getting it, rotation, and running the hoses across the roads.

Mayor Pro Tem Titherington – I think the only other thing Mayor, from last month we talked about, and this was two data points, but we started seeing the accidents rates in town start to pick up. It could be seasonality, it could be rain etc. But as we look at the Public Safety Committee I think we can start charting that data. In that literature we can see that and see if we have any trend lines with it. It was marked at 33 this month again.

Councilman Smith – More importantly and I think you just said it. It's not how many there are it's the trend more than the happenings. If it's starting to get more month to month, then we will have to look at that. In serving the town wide, most likely its weather related.

Mayor Pro Tem Titherington – Then I think you will note that I continue to get requests to patrol Highway 16.

Councilman Smith – That has been turned over to the deputies, they are aware of it. Matter of fact they have gotten several complaints, one from the church as well. They are on top of that.

Mayor Deter – Also put those down as agenda items that we can talk about at the retreat. Mapping where these things are, deputies.

**Item No. 19. Transportation Report**

*None*

**Item No. 20. Council Comments**

Mayor Pro Tem Titherington – Pat, Barbara thank you for everything you have done for the town, I really do appreciate it. It's been a wonderful two years working with you. I appreciate your passion, you're willing to compromise and understand and look at the data. When we do talk about the stormwater, we talk about the Overlay District but I think when you talk to residents they were surprised to know those things didn't exist. So the fact that they were put in place really protects their interest. I think it will have a huge, huge difference to this town. So thank you again for your willingness to open up and partner up and make those things happen. The Town is a much better place for you being with us. And Pat, I know it's always tough doing all the things you were called upon to do, but - you know what? - you always did it in a willing way. You were always the last one out of here after the tree lighting and you were the first one here as well. So thank you again as a citizen. You know it's the volunteer hours that people put

in that make all the difference. The fact is true volunteers do it without tooting their horn and that's what you are. So I thank you for your devotion of this town. So thank you very much.

Councilman Buzzard – Thank everyone for coming out tonight and being involved with the process. I know that I have some supporters out here and others that were not able to make it, but I appreciate the trust that everyone has put in me to continue the integrity on this Council.

Councilman Smith – Welcome our two new Council members. Welcome aboard; I look forward to working with you for the next two years. I also want to thank Pat. I have spent many hours out with Pat putting fences up, washing pumpkins and everything else. I just follow Pat's lead. Your work has been tireless and I really appreciate everything you have done for us. Barbara, I want to thank you for continuing your service to the town. You have worked tirelessly and have done a fantastic job for this town. I want to thank you for continuing by serving on the Planning Board. I know that we will do very well with you on that Board.

Councilwoman Propst – I want to thank everyone. Just like Scott, I appreciate everybody that supported me during the election. I ran because I wanted to bring honest open integrity to the Town Council. I have lived here and this is my home. This town means a lot to me and my family. For those that don't know me I would appreciate you getting to know me. Because if you know me, you know that this town is very important to me. What you have put in by placing me in this office, I guarantee that I will do the best by this town. I will do it with honesty, integrity and openness. I thank you for giving me that opportunity.

Mayor Deter – I would just like to, like Don said, thank Pat for all his hard work. I cannot tell you people how much work he does here. It's a lot. I would like to thank Barbara for her service. I know we will struggle on Festivals and Litter Sweep. I have it as an agenda item at the retreat but I also have your phone numbers. I want to welcome the new Council Members, appreciate you giving your time and effort to the town. You are joining a Council that agrees that we want to continue honest and open government the way we have been doing it for the last few years. We all have the best interest of the Town at heart for us to do this job.

**Item No. 21. Closed Session** – NCGS 143-318.11(a)(3) Consult with the Attorney to protect the attorney-client privilege that is related to a Planning Board issue.

Mayor Pro Tem Titherington made a motion to go into Closed Session. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington

NAYS: None



Mayor Pro Tem Titherington – made a motion to come back into Open Session. All were in favor with the votes recorded as follows:

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 21. Adjournment**

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

AYES: Councilmembers Buzzard, Propst, Smith and Mayor Pro Tem Titherington  
NAYS: None

The meeting ended at 9:38 p.m.

DRAFT

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

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## MEMORANDUM

**TO:** Mayor Deter; Town Council

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

**DATE:** January 11<sup>th</sup>, 2016

**SUBJECT:** **The Enclave at Weddington R-CD Conservation Subdivision  
Conditional Zoning Preliminary Plat – Continued until February**

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*The applicant is still working through some issues associated with the Construction Documents and engineering plans, and the public hearing will be continued until the February 8<sup>th</sup> meeting.*

### **Project Information:**

The Enclave at Weddington is a proposed 42 lot subdivision on 53.52 acres. The subdivision is located on Antioch Church Rd. and is being developed by Withrow Land Ventures, LLC, as an R-CD conservation subdivision.

A conservation subdivision must base the number of proposed lots on a yield plan per *Section 46-42 of the Weddington Subdivision Ordinance*. This yield plan must show the number of lots that would be allowed if the tract was developed as a conventional subdivision with 40,000 square foot lots. Conservation subdivisions shall be density neutral (same number of lots as would be permitted in a conventional subdivision). The site density is 0.79 dwelling units per acre. The yield plan was submitted and approved as part of the Sketch Plan application on June 22<sup>nd</sup>, 2015.

### **Conservation Land**

The conservation land calculations (C-2.0) indicate that 55.1% of the gross land area has been dedicated to conservation land. 50% of the Duke Right-of-Way on the western side of the property was dedicated towards conservation land, as allowed in the *Weddington Zoning Ordinance*.

### **Utilities**

- The Enclave at Weddington is to be served by Union County Public Water and Sewer.
- Fire Hydrants are shown on sheets C-2.1 and C-2.2.

### **Access and Traffic Analysis**

- The subdivision will be accessed by one entrance on Antioch Church Road.
- The Town Planner, in coordination with Justin Carroll, determined that the subdivision did not meet the threshold for a formal Traffic Impact Analysis. The applicant is providing a left turn lane in to the site and coordinating with NCDOT for design approvals. The Antioch Church Rd improvements are included in Chapter 6 of the preliminary plat submittal.

### **PIMS**

- PIMs were held on June 2<sup>nd</sup> and June 3<sup>rd</sup>, 2015, both at Town Hall and on-site.
- Summary of concerns:
  - Buffering and screening between The Enclave and the Preserve at Brookhaven
  - Damage to Antioch Church Road during construction.
  - Length of time for construction

### **Additional Information:**

- Lot 21 is the largest lot at 23,834 square feet or .547 acres.
- Lot 42 is the smallest lot at 12,980 square feet or .298 acres.
- The Cluster Mailbox Unit location is shown on sheet C-2.0.
- The subdivision will include curb and gutter, and sidewalks will be provided on one side of the street and around the culs-de-sacs.

### **Construction Documents**

- The applicant submitted Construction Documents to Town Staff and the Town's engineering consultant, USI, in September of 2015. USI provided their first review comments on October 2<sup>nd</sup>, 2015, and will have a second review completed before the February meeting.

### **Recommended Conditions:**

1. Development subject to review and approval/permitting of construction documents, driveways permit(s), etc. by NCDOT. Applicant must provide proof of approval of the construction documents before commencing with construction.
2. Development subject to review and approval of construction documents by Town's Engineering Consultant, US Infrastructure; Applicant must provide proof of approval of the construction documents before commencing with construction..
3. Development subject to review and approval/permitting of construction documents by Union County Public Works; Applicant must provide proof of approval of the construction documents before commencing with construction.
4. Declaration of Conservation Easement and Restrictions shall be reviewed (by Town Attorney) and executed prior to Final Plat approval by Weddington Town Council;
5. Maintenance Plan and Maintenance Agreement shall be reviewed (by Town Attorney) and executed prior to Final Plat approval by Weddington Town Council;
6. Covenants, Conditions and Restrictions (CCRs) shall be reviewed (by Town Attorney) and executed prior to Final Plat approval by Weddington Town Council;

**Planning Board Action (November 23<sup>rd</sup>, 2015):**

Recommended Approval with above-listed conditions - Unanimous

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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:** Peggy Piontek Town Administrator/Clerk

**DATE:** January 11, 2016

**SUBJECT:** Update on Septic Tank

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We discussed this at the December meeting. I have been in contact with Chief McLendon and he informs me that he has spoken with the contractor about the septic project. He will call him next week when they plan to come to the fire station and start their process.

I will keep you informed as we move forward.

Peggy Piontek, CMC, NCCMC  
Town Clerk

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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:** Peggy Piontek Town Administrator/Clerk

**DATE:** January 11, 2016

**SUBJECT:** Update on Audio Recordings of Meetings

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We discussed this at the December meeting. I have been in contact with our IT vendor and our Website vendor. I have ordered a digital recorder and we are ready to go forward with our meetings on audio. Total cost for this has been less than \$300.00. You can go onto our website, click on Documents & Forms and you will now see an addition to that drop down box titled Audio. Once we have data to put on there, the year then the meeting date will be listed.

There currently is no way to edit this unless we want to pursue getting additional software and training for its use. There should also be a policy on what can be edited and the process in which to control who and how its done.

Staff is requesting direction at this time to determine if you want to move forward with placing audio on the website and if you want editing ability.

Peggy Piontek, CMC, NCCMC  
Town Clerk

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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:** Peggy Piontek Town Administrator/Clerk

**DATE:** January 11, 2016

**SUBJECT:** Update on Community Development Block Grant

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We discussed this at the December meeting. Mayor Deter and I met with Union County representatives Richard Matens and Michael James. I sent you an email on Wednesday showing the map that HUD is using as a guide to areas of need. Mayor Deter mentioned Birch Haven Drive in Weddington that he thought might qualify. Staff is currently getting information to the representatives. This is a 5 year project and it may not get accomplished this year or next, but we are hopeful that it will be included in the scope of the entire project.

There is a meeting on January 22<sup>nd</sup> for all the participating municipalities that staff will be attending.

Peggy Piontek, CMC, NCCMC  
Town Clerk

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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:** Peggy Piontek Town Administrator/Clerk

**DATE:** January 11, 2016

**SUBJECT:** Proposal and Scope of work from COG to facilitate February Retreat

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Staff is looking for approval of the attached or direction.

Peggy Piontek, CMC, NCCMC  
Town Clerk





January 7, 2016

Peggy Piontek, Town Administrator/Town Clerk  
Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104

RE: 2016 Town of Weddington Board Retreat

Dear Peggy:

Thank you for requesting a proposal to facilitate the 2016 Town of Weddington Board Retreat. We certainly enjoyed working with the Town over the past two years.

I am submitting the attached proposal for \$3,000 for a two-day retreat. The work that will be accomplished for this fee includes a pre-planning meeting and coordination with staff, pre-retreat interviews with elected leaders and a summary report, retreat preparation, and retreat facilitation.

If you have any questions about the proposal, don't hesitate to contact me directly at 704-348-2709 or [mnance@centralina.org](mailto:mnance@centralina.org). We thank you for the opportunity to serve the Town of Weddington and look forward to hearing from you soon.

Sincerely,

Michelle E. Nance, AICP  
Planning Director



## **EXHIBIT E**

### **Statement of Work**

#### **Town of Weddington Board Retreat**

This Statement of Work (“SOW”), dated as of the 7<sup>th</sup> day of January, 2016, (the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 525 North Tryon Street, 12<sup>th</sup> Floor, Charlotte, North Carolina 28202 (“CCOG”), and the Town of Weddington, a local government member having a principal place of business at 1924 Weddington Road, Weddington, NC 28104 (“Member”), pursuant to which CCOG will provide to Member planning and/or management services (the “Services”). CCOG and Member have simultaneously entered into a Services Agreement (the “Agreement”). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work or other items expressly permitted by the Agreement.

#### **I. Introduction**

This document outlines the services, which Centralina (or "we") shall perform under the contract to facilitate a two-day Town Board Retreat for the Town of Weddington.

#### **II. Services**

Centralina will perform the following activities:

- A. Assist the Town with final agenda preparation (topic areas and time allotted).
- B. Conduct preliminary, individual interviews with elected officials.
- C. Prepare PowerPoint presentation to keep retreat on time and on track.
- D. Provide a summary report of the interviews at the retreat.
- E. Facilitate the Board retreat on February 18-19, 2016.
- F. Bring easels, flip charts, and markers to aid in discussion.
- G. Provide the Town with the flip chart notes taken during the retreat.

The Town of Weddington will perform the following activities:

- A. Develop final agenda package, including supporting materials (e.g. budget, planning documents, etc.) and provide to participants.
- B. Invite participants and confirm attendance of outside speakers.
- C. Provide maps and associated resources to aid in retreat discussion.
- D. Take notes during the meeting to satisfy open meetings requirement, including identified priority action items.

**III. Staffing**

Michelle Nance, Planning Director, and Jason Wager, Planning Program Supervisor-Sustainability, will serve as the primary staff for this project.

**IV. Compensation**

Centralina staff will perform the tasks identified in this SOW and as detailed herein for a sum of \$3,000.

**V. Terms of Compensation**

Notwithstanding any prior estimate or communication given, the Town of Weddington hereby agrees to pay the full contract costs outlined by CCOG in this Statement of Work attached as an exhibit to the Services contract. The Town will be billed for the full amount in February 2016 for said services. It is expressly agreed and understood that the total amount to be paid by the Town under this SOW shall not exceed \$3,000 and that full payment will occur no later than April 1, 2016.

**VI. Time of Performance**

The SOW service provided for this planning assistance shall end on February 29, 2016.

[Signatures on following page.]

This Agreement has been executed by each Party's duly authorized representative as of the date below such Party's signature.

**[JURISDICTION NAME]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CENTRALINA COUNCIL OF GOVERNMENTS**

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

Name: Jim Prosser

Title: Executive Director

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

“This instrument has been approved as to form as required by CCOG Bylaws and by the Attorney for Centralina: William H. McNair.”

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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:** Peggy Piontek Town Administrator/Clerk

**DATE:** January 11, 2016

**SUBJECT:** Preliminary Proposal from Firethorne Country Club to cater February Retreat

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Staff is looking for approval of the attached or direction.

Peggy Piontek, CMC, NCCMC  
Town Clerk



**PRIVATE EVENT AGREEMENT**

FUNCTION: Town Meeting  
DATE OF FUNCTION: February 18, 2016

<b>ROOM</b>	<b>TIME IN</b>	<b>TIME OUT</b>	<b>ROOM FEE</b>
Killarney	02/18/2016 07:30 am	02/18/2016 04:30 pm	\$0.00

ESTIMATED ATTENDEES: 0 FOOD AND BEVERAGE MINIMUM: \$0.00  
ESTIMATED COST: \$419.04 NONREFUNDABLE DEPOSIT: \$0.00  
MEMBER CLIENT: Peggy Piontek  
PHONE: (704) 846-2709 EMAIL: clerk@townofweddington.com

This Agreement is not binding upon the Club unless it is signed by both parties and any deposit paid by: 11/29/2015

This Private Event Agreement (this "Agreement") is between Firethorne - Ops ("Club"), located at 1108 Firethorne Club Dr, Marvin, NC, 28173 and Peggy Piontek ("Member/Client").

Member/Client has requested that Club reserve a portion of Club's facilities for an event, party, banquet, or function (the "Function"). Member/Client has selected the arrangement summarized above, which will be more specifically described on Exhibit "A" to be attached hereto (the "Banquet Event Order"). Member/Client understands and agrees that the following are express terms and conditions applicable to the Function:

1. **Payment Schedule.** At the time of execution of this Agreement by both parties, Member/Client shall pay to Club a nonrefundable deposit of \$0.00 to secure the Function. This nonrefundable deposit will be applied to the total cost of the Function. No later than 11/30/2015 (or, if blank, 60 days) prior to the Function, Member/Client will pay an additional deposit equal to 50% of the estimated cost for the Function set forth above (the "Estimated Cost"). The remaining 50%, less the nonrefundable deposit, is due no later than 02/11/2016 prior to the Function. In the event of an overpayment, the Club shall issue a refund check to Member/Client for the difference within 20 days after the Function. Any outstanding amounts and any additional charges incurred with respect to the Function will be charged to Member/Client's authorized **credit card**. If any payment is not made when due, the Club may, at its option, deem the Function canceled, in which case cancellation charges will apply.

2. **Cancellation Policy.** In the event Member/Client cancels the Function for any reason, Club will be entitled to a cancellation fee as liquidated damages (plus service charges and applicable taxes) at the time of cancellation as follows:

- More than 121 days prior to the Function - 40% of the Estimated Cost
- 120 days to 90 days prior to the Function - 50% of the Estimated Cost
- 89 days to 45 days prior to the Function - 75% of the Estimated Cost
- Less than 45 days prior to the Function - 90% of the Estimated Cost

Given the Club's capacity to prepare and serve food and beverages, the parties acknowledge that it is highly unlikely that the Club would be able to mitigate any losses caused by cancellation of the Function. The parties agree that prospectively calculating the damages that Club would suffer as a result of the cancellation of the Function would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Function. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty.

3. **Guest Guarantee.** No later than seven (7) days prior to the Function, Member/Client will confirm the number of guests attending the Function. In the event Club is not notified of the guest confirmation at least seven (7) days in advance, Club will use the estimated number of attendees set forth above as the guaranteed number. Club reserves the right to adjust or substitute the space allocated to the Function to appropriately accommodate the number of confirmed guests. If there is a food and beverage minimum set forth above, the Member/Client will be charged the food and beverage minimum or the actual food and beverage charges, whichever is greater. Subject to any food and beverage minimum set forth above, the Member/Client will be charged for the guaranteed number or the actual number of attendees, whichever is greater.

4. **Service Charge/Taxes/Banquet Event Order Pricing.** The prices listed on the BEO (Banquet Event Order), when attached hereto, are subject to proportionate increases to meet increased cost of supplies for Functions reserved more than 120 days in advance, but any such increase shall not exceed 10%. Prices can be set 90 days in advance of the Function. All food and beverage purchases are subject to an automatic 22% Service Charge, a portion of which may be distributed by the Club to certain food beverage service employees. The Service Charge is not a tip or gratuity. Applicable taxes and fees, in addition to the service charge, will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages. Once the BEO has been finalized, it shall be signed and attached hereto no later than seven (7) days prior to the Function. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented no later than seven (7) days prior to the event. After that time, any tax refunds claims must be made directly with the tax jurisdiction.

5. **Member/Client and Guest Conduct/Contractors.** Member/Client is responsible for conduct of Member/Client's guests, attendees, and permitted contractors and will promptly pay for all damages incurred by the Club due to their actions or omissions. No food or beverage of any kind can be brought into or removed from the Club by Member/Client or Member/Client's guests or attendees. Member/Clients that wish to use a third party contractor(s) to provide a specific service, not available through the Club, agree to use a contractor(s) that meets the insurance requirements established by the Club. The Club reserves the right to approve all contractors, such approval not to be unreasonably withheld, and all contractors must provide appropriate proof of adequate insurance. Member/Client's contracts with its contractors will all specify that such contractor and the Member/Client will indemnify and hold the Club and its affiliates harmless from any and all damages or liabilities which may arise by such contractor or through its use. Damage to the Club premises by the Member/Client or contractors hired by Member/Client will be the Member/Client's sole responsibility. The Function is subject to the rules and regulations and Membership Bylaws of the Club.

6. **Security.** Club is not responsible for security or any damage to or the loss of any personal property or articles brought into the Club, or for any item left unattended, or for loss or damage which occurs in Club's parking areas. Member/Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Club is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Club, and/or for the loss of equipment, exhibits, or other materials left in meeting rooms.

7. **Alcohol Consumption.** Member/Client covenants to be responsible for the consumption of alcoholic beverages by Member/Client's guests and attendees at the Function. Club does not serve alcoholic beverages to minors as required by state law, and Member/Client assumes the duty to ensure observance of this state statute. In the event Member/Client has reason to believe a guest or attendee has become impaired to the extent they should not drive, Member/Client will prevent the person from leaving the Function without assistance. Member/Client acknowledges Club may refuse service to any guest or attendee or, at its discretion, discontinue service to all guests and attendees. Any such discontinuation of service shall not relieve Member/Client of any obligations or any amounts owed pursuant to this Agreement.

8. **Americans with Disabilities Act.** Both the Member/Client and the Club shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act ("ADA"). The Club agrees that it will comply with Title III of the ADA and the regulations promulgated thereunder. Club shall provide, to the extent required by the ADA, such auxiliary aids and/or services as may reasonably be requested by Member/Client, provided that Member/Client gives reasonable advanced written notice to Club of such needs. Member/Client shall be responsible for the cost of any auxiliary aids and/or services (including engagement of and payment to specialized service providers, such as sign language interpreters) other than those types and quantities typically maintained by the Club.

9. **Payments.** Member/Client shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under applicable law. Additionally, should the Club, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorneys' fees, costs, and expenses shall be paid by Member/Client.

10. **Limitation of Liability.** In no event will the Club be liable for consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if Club has been advised of their possible existence. Furthermore, in the event the Club shall have any liability to Member/Client (whether under this Agreement or otherwise), the amount of such liability shall not exceed 50% of the amount paid to Club pursuant to this Agreement.

11. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable



provision had never been contained herein. Neither Club nor Member/Client shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of Club facilities, or prohibitions by any governmental authority. In the event that the Function is cancelled as the result of a force majeure event, all deposits shall be returned to Member/Client, less actual costs incurred by Club in anticipation of the Function. In no event shall Club be liable for the failure of or interruption of utilities. If, for any reason, the space reserved hereunder is not available for the Function, the Club may substitute other space and the Member/Client agrees to accept such substitutions. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. All notices, including a cancellation notice, must be in writing. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

12. **Governing Law and Place for Suit.** This Agreement will be deemed to be a contract under the laws of the State in which Club is located and for all purposes will be governed by and construed in accordance with such laws. Member/Client irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which Club is located or in the U.S. District Court for that State. Member/Client consents to the jurisdiction of such courts and that the venue for any such action will be the county in which Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Member/Client and has the authority to bind Member/Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

Member/Client:

Club:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Private Events Director or General Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

**Credit Card Authorization**

I hereby certify that I am an authorized representative of Member/Client, that I am an authorized signor on the credit card listed below, that I have the authority to authorize charges to the credit card, and that the address above is the billing address for the credit card. By signing below, I irrevocably authorize all deposits, payments, and outstanding amounts and/or charges owed to the Club as of the date of the Function or cancellation of the Function to be charged to the following credit card:

Master Card

Visa

American Express

Credit Card Number: \_\_\_\_\_

Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(Last 3 digits)

Cardholder Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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



**Banquet Event Order  
Firethorne Country Club  
Event: Town Meeting**

EVENT DATE:	Thu. February 18, 2016	EST PEOPLE:	0 - 0
START TIME:	07:30am	GUARANTEE:	0
END TIME:	04:30pm	F & B MINIMUM:	\$0.00
EVENT TYPE:	Meeting (All Day)	TAX EXEMPT:	No
CLUB CONTACT:	Pam Hart	BILL TO:	

	Name	Phone	Email	Address
<b>Customer</b>	Peggy Piontek	(704) 846-2709	clerk@townofweddington.com	1924 Weddington Road Weddington, NC 28104

FACILITIES

<b>FUNCTION TYPE:</b> Breakfast Buffet Service	<b>TIME IN:</b> 07:30am	<b>TIME OUT:</b> 04:30pm	
			Subtotal
ROOM: Killarney			\$0.00
SETUP:			

\*\*\* END OF FACILITIES SECTION \*\*\*

MENU

<b>FUNCTION TYPE:</b> Breakfast Buffet Service	<b>TIME IN:</b> 07:30am	<b>TIME OUT:</b> 04:30pm	
INDIVIDUAL MENU ITEMS			
15	Traditional Continental TRADITIONAL Assorted Muffins, Danish and Bagels Served w/ Butter, Jelly and Cream Cheese		\$134.25
15	Meeting Ala Carte Order from Limited Menu		\$150.00

PRICE PER PERSON:

\*\*\* END OF MENU SECTION \*\*\*

All F&B subject to service charge and sales tax. See signature page for details.

BAR

<b>FUNCTION TYPE:</b> Breakfast Buffet Service	<b>TIME IN:</b> 07:30am	<b>TIME OUT:</b> 04:30pm
--	-------------------------	--------------------------

INDIVIDUAL BAR ITEMS

15 Standard Beverage Station \$37.50  
Standard ~  
Iced Sweetened Tea, Unsweetened Tea, Hot Tea, Coffee and  
Water

PRICE PER PERSON:

\*\*\* END OF BAR SECTION \*\*\*

All F&B subject to service charge and sales tax. See signature page for details.

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The prices listed on this BEO are subject to proportionate increases to meet cost of supplies for functions reserved more than 120 days in advance, but such increases shall not exceed 10%. Prices can be set 90 days before the function. All food and beverage purchases are subject to an automatic 22% service charge, a portion of which may be distributed by the Club to certain food & beverage service employees. The service charge is not a tip or a gratuity. In addition, applicable sales tax will be added to the final bill. The BEO must be finalized and signed no later than seven (7) days prior to the function. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented no later than seven (7) days prior to the function. After that time, any tax refund claims must be made directly with the tax jurisdiction.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Initial Deposit Due by 11/29/2015:	\$0.00
Second Deposit Due by 11/30/2015:	\$0.00
Final Deposit Due by 02/11/2016:	\$0.00
 Balance Due:	 \$419.04

Firethorne Country Club Proposal Summary

Date: 01/07/2016

Event: Town Meeting

Date: 02/18/2016 Thursday

	Price	Service Charge	Tax	Total
Menu:	\$284.25	\$62.54	\$23.41	\$370.20
Bar - Beer:	\$0.00	\$0.00	\$0.00	\$0.00
Wine:	\$0.00	\$0.00	\$0.00	\$0.00
Liquor:	\$0.00	\$0.00	\$0.00	\$0.00
Other:	\$37.50	\$8.25	\$3.09	\$48.84
Equip/Services:	\$0.00	\$0.00	\$0.00	\$0.00
Non-Banquet:	\$0.00	\$0.00	\$0.00	\$0.00
Room Rental:	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal:	\$321.75	\$70.79	\$26.50	\$419.04
Initial Deposit Due by 11/29/2015:				0.00
Second Deposit Due by 11/30/2015:				0.00
Final Deposit Due by 02/11/2016:				0.00
Balance Due:				\$419.04



**PRIVATE EVENT AGREEMENT**

FUNCTION: Town Meeting  
DATE OF FUNCTION: February 19, 2016

ROOM	TIME IN	TIME OUT	ROOM FEE
Killarney	02/19/2016 07:30 am	02/19/2016 04:30 pm	\$0.00

ESTIMATED ATTENDEES: 0 FOOD AND BEVERAGE MINIMUM: \$0.00  
ESTIMATED COST: \$419.04 NONREFUNDABLE DEPOSIT: \$0.00  
MEMBER CLIENT: Peggy Piontek  
PHONE: (704) 846-2709 EMAIL: clerk@townofweddington.com

This Agreement is not binding upon the Club unless it is signed by both parties and any deposit paid by: 12/29/2015

This Private Event Agreement (this "Agreement") is between Firethorne - Ops ("Club"), located at 1108 Firethorne Club Dr, Marvin, NC, 28173 and Peggy Piontek ("Member/Client").

Member/Client has requested that Club reserve a portion of Club's facilities for an event, party, banquet, or function (the "Function"). Member/Client has selected the arrangement summarized above, which will be more specifically described on Exhibit "A" to be attached hereto (the "Banquet Event Order"). Member/Client understands and agrees that the following are express terms and conditions applicable to the Function:

1. **Payment Schedule.** At the time of execution of this Agreement by both parties, Member/Client shall pay to Club a nonrefundable deposit of \$0.00 to secure the Function. This nonrefundable deposit will be applied to the total cost of the Function. No later than 12/29/2015 (or, if blank, 60 days) prior to the Function, Member/Client will pay an additional deposit equal to 50% of the estimated cost for the Function set forth above (the "Estimated Cost"). The remaining 50%, less the nonrefundable deposit, is due no later than 02/12/2016 prior to the Function. In the event of an overpayment, the Club shall issue a refund check to Member/Client for the difference within 20 days after the Function. Any outstanding amounts and any additional charges incurred with respect to the Function will be charged to Member/Client's authorized **credit card**. If any payment is not made when due, the Club may, at its option, deem the Function canceled, in which case cancellation charges will apply.

2. **Cancellation Policy.** In the event Member/Client cancels the Function for any reason, Club will be entitled to a cancellation fee as liquidated damages (plus service charges and applicable taxes) at the time of cancellation as follows:

- More than 121 days prior to the Function - 40% of the Estimated Cost
- 120 days to 90 days prior to the Function - 50% of the Estimated Cost
- 89 days to 45 days prior to the Function - 75% of the Estimated Cost
- Less than 45 days prior to the Function - 90% of the Estimated Cost



Given the Club's capacity to prepare and serve food and beverages, the parties acknowledge that it is highly unlikely that the Club would be able to mitigate any losses caused by cancellation of the Function. The parties agree that prospectively calculating the damages that Club would suffer as a result of the cancellation of the Function would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Function. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty.

3. **Guest Guarantee.** No later than seven (7) days prior to the Function, Member/Client will confirm the number of guests attending the Function. In the event Club is not notified of the guest confirmation at least seven (7) days in advance, Club will use the estimated number of attendees set forth above as the guaranteed number. Club reserves the right to adjust or substitute the space allocated to the Function to appropriately accommodate the number of confirmed guests. If there is a food and beverage minimum set forth above, the Member/Client will be charged the food and beverage minimum or the actual food and beverage charges, whichever is greater. Subject to any food and beverage minimum set forth above, the Member/Client will be charged for the guaranteed number or the actual number of attendees, whichever is greater.

4. **Service Charge/Taxes/Banquet Event Order Pricing.** The prices listed on the BEO (Banquet Event Order), when attached hereto, are subject to proportionate increases to meet increased cost of supplies for Functions reserved more than 120 days in advance, but any such increase shall not exceed 10%. Prices can be set 90 days in advance of the Function. All food and beverage purchases are subject to an automatic 22% Service Charge, a portion of which may be distributed by the Club to certain food beverage service employees. The Service Charge is not a tip or gratuity. Applicable taxes and fees, in addition to the service charge, will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages. Once the BEO has been finalized, it shall be signed and attached hereto no later than seven (7) days prior to the Function. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented no later than seven (7) days prior to the event. After that time, any tax refunds claims must be made directly with the tax jurisdiction.

5. **Member/Client and Guest Conduct/Contractors.** Member/Client is responsible for conduct of Member/Client's guests, attendees, and permitted contractors and will promptly pay for all damages incurred by the Club due to their actions or omissions. No food or beverage of any kind can be brought into or removed from the Club by Member/Client or Member/Client's guests or attendees. Member/Clients that wish to use a third party contractor(s) to provide a specific service, not available through the Club, agree to use a contractor(s) that meets the insurance requirements established by the Club. The Club reserves the right to approve all contractors, such approval not to be unreasonably withheld, and all contractors must provide appropriate proof of adequate insurance. Member/Client's contracts with its contractors will all specify that such contractor and the Member/Client will indemnify and hold the Club and its affiliates harmless from any and all damages or liabilities which may arise by such contractor or through its use. Damage to the Club premises by the Member/Client or contractors hired by Member/Client will be the Member/Client's sole responsibility. The Function is subject to the rules and regulations and Membership Bylaws of the Club.

6. **Security.** Club is not responsible for security or any damage to or the loss of any personal property or articles brought into the Club, or for any item left unattended, or for loss or damage which occurs in Club's parking areas. Member/Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Club is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Club, and/or for the loss of equipment, exhibits, or other materials left in meeting rooms.

7. **Alcohol Consumption.** Member/Client covenants to be responsible for the consumption of alcoholic beverages by Member/Client's guests and attendees at the Function. Club does not serve alcoholic beverages to minors as required by state law, and Member/Client assumes the duty to ensure observance of this state statute. In the event Member/Client has reason to believe a guest or attendee has become impaired to the extent they should not drive, Member/Client will prevent the person from leaving the Function without assistance. Member/Client acknowledges Club may refuse service to any guest or attendee or, at its discretion, discontinue service to all guests and attendees. Any such discontinuation of service shall not relieve Member/Client of any obligations or any amounts owed pursuant to this Agreement.

8. **Americans with Disabilities Act.** Both the Member/Client and the Club shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act ("ADA"). The Club agrees that it will comply with Title III of the ADA and the regulations promulgated thereunder. Club shall provide, to the extent required by the ADA, such auxiliary aids and/or services as may reasonably be requested by Member/Client, provided that Member/Client gives reasonable advanced written notice to Club of such needs. Member/Client shall be responsible for the cost of any auxiliary aids and/or services (including engagement of and payment to specialized service providers, such as sign language interpreters) other than those types and quantities typically maintained by the Club.

9. **Payments.** Member/Client shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under applicable law. Additionally, should the Club, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorneys' fees, costs, and expenses shall be paid by Member/Client.

10. **Limitation of Liability.** In no event will the Club be liable for consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if Club has been advised of their possible existence. Furthermore, in the event the Club shall have any liability to Member/Client (whether under this Agreement or otherwise), the amount of such liability shall not exceed 50% of the amount paid to Club pursuant to this Agreement.

11. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable

provision had never been contained herein. Neither Club nor Member/Client shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of Club facilities, or prohibitions by any governmental authority. In the event that the Function is cancelled as the result of a force majeure event, all deposits shall be returned to Member/Client, less actual costs incurred by Club in anticipation of the Function. In no event shall Club be liable for the failure of or interruption of utilities. If, for any reason, the space reserved hereunder is not available for the Function, the Club may substitute other space and the Member/Client agrees to accept such substitutions. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. All notices, including a cancellation notice, must be in writing. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

12. **Governing Law and Place for Suit.** This Agreement will be deemed to be a contract under the laws of the State in which Club is located and for all purposes will be governed by and construed in accordance with such laws. Member/Client irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which Club is located or in the U.S. District Court for that State. Member/Client consents to the jurisdiction of such courts and that the venue for any such action will be the county in which Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Member/Client and has the authority to bind Member/Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

Member/Client:

Club:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Private Events Director or General Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

**Credit Card Authorization**

I hereby certify that I am an authorized representative of Member/Client, that I am an authorized signor on the credit card listed below, that I have the authority to authorize charges to the credit card, and that the address above is the billing address for the credit card. By signing below, I irrevocably authorize all deposits, payments, and outstanding amounts and/or charges owed to the Club as of the date of the Function or cancellation of the Function to be charged to the following credit card:

Master Card

Visa

American Express

Credit Card Number: \_\_\_\_\_

Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(Last 3 digits)

Cardholder Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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



**Banquet Event Order  
Firethorne Country Club  
Event: Town Meeting**

EVENT DATE: Fri. February 19, 2016  
START TIME: 07:30am  
END TIME: 04:30pm  
EVENT TYPE: Meeting (All Day)  
CLUB CONTACT: Pam Hart

EST PEOPLE: 0 - 0  
GUARANTEE: 0  
F & B MINIMUM: \$0.00  
TAX EXEMPT: No  
BILL TO:

	<b>Name</b>	<b>Phone</b>	<b>Email</b>	<b>Address</b>
<b>Customer</b>	Peggy Piontek	(704) 846-2709	clerk@townofweddington.com	1924 Weddington Road Weddington, NC 28104

FACILITIES

**FUNCTION TYPE: Breakfast Buffet Service**

**TIME IN: 07:30am**

**TIME OUT: 04:30pm**

Subtotal

ROOM: Killarney  
SETUP:

\$0.00

\*\*\* END OF FACILITIES SECTION \*\*\*

MENU

**FUNCTION TYPE: Breakfast Buffet Service**

**TIME IN: 07:30am**

**TIME OUT: 04:30pm**

INDIVIDUAL MENU ITEMS

15	Meeting Ala Carte	\$150.00
	Will order from limited lunch menu	
15	Traditional Continental	\$134.25
	TRADITIONAL	
	Assorted Muffins, Danish and Bagels Served w/ Butter, Jelly and Cream Cheese	

PRICE PER PERSON:

\*\*\* END OF MENU SECTION \*\*\*

All F&B subject to service charge and sales tax. See signature page for details.

BAR

**FUNCTION TYPE: Breakfast Buffet Service**

**TIME IN: 07:30am**

**TIME OUT: 04:30pm**

Initial: \_\_\_\_\_

INDIVIDUAL BAR ITEMS

15	Standard Beverage Station	\$37.50
	Standard	
	Iced Sweetened Tea, Unsweetened Tea, Hot Tea, Coffee and	
	Water	

PRICE PER PERSON:

\*\*\* END OF BAR SECTION \*\*\*

All F&B subject to service charge and sales tax. See signature page for details.

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The prices listed on this BEO are subject to proportionate increases to meet cost of supplies for functions reserved more than 120 days in advance, but such increases shall not exceed 10%. Prices can be set 90 days before the function. All food and beverage purchases are subject to an automatic 22% service charge, a portion of which may be distributed by the Club to certain food & beverage service employees. The service charge is not a tip or a gratuity. In addition, applicable sales tax will be added to the final bill. The BEO must be finalized and signed no later than seven (7) days prior to the function. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented no later than seven (7) days prior to the function. After that time, any tax refund claims must be made directly with the tax jurisdiction.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Initial Deposit Due by 12/29/2015:	\$0.00
Second Deposit Due by 12/29/2015:	\$0.00
Final Deposit Due by 02/12/2016:	\$0.00
 Balance Due:	 \$419.04



Firethorne Country Club Proposal Summary

Date: 01/07/2016

Event: Town Meeting  
 Date: 02/19/2016 Friday

	Price	Service Charge	Tax	Total
Menu:	\$284.25	\$62.54	\$23.41	\$370.20
Bar - Beer:	\$0.00	\$0.00	\$0.00	\$0.00
Wine:	\$0.00	\$0.00	\$0.00	\$0.00
Liquor:	\$0.00	\$0.00	\$0.00	\$0.00
Other:	\$37.50	\$8.25	\$3.09	\$48.84
Equip/Services:	\$0.00	\$0.00	\$0.00	\$0.00
Non-Banquet:	\$0.00	\$0.00	\$0.00	\$0.00
Room Rental:	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal:	\$321.75	\$70.79	\$26.50	\$419.04
Initial Deposit Due by 12/29/2015:				0.00
Second Deposit Due by 12/29/2015:				0.00
Final Deposit Due by 02/12/2016:				0.00
Balance Due:				\$419.04

# TOWN OF WEDDINGTON

## MEMORANDUM

**TO:** Bill Deter, Mayor; Town Council  
**FROM:** Julian Burton; Town Planner/Zoning Administrator  
**DATE:** January 11<sup>th</sup>, 2016  
**SUBJECT:** Update from the Town Planner

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- **Wednesday, January 13, 2016 at 5:00 PM:** Charlotte Regional Transportation Planning Organization (CRTPO) 2016 orientation. The event will provide new and returning MPO and TCC delegates and alternates with important information about the CRTPO's responsibilities, along with updates on what to expect in the coming year.
- Rea Road Extension – Public Hearing has been scheduled:
  - January 26<sup>th</sup>, 2016
  - Graceway Baptist Church

### SUBDIVISIONS

- Carrington
  - 71 lot conservation subdivision at the intersection of Weddington-Matthews Road and Hemby/Beulah Church Road
  - Status: They have completed their TIA with Justin Carroll, and have held conversations with DOT about access. Staff also has the Sketch Plan, and it will likely be on the December 21<sup>st</sup> Planning Board agenda.
  - PIMs were held on December 8<sup>th</sup> and 9<sup>th</sup>.
  - The Sketch Plan was approved with conditions by the Planning Board at the December 21<sup>st</sup>, 2015
- Sugar Magnolia
  - 18 lot conservation subdivision off Weddington Road (84).
  - PIMS were held on November 2<sup>nd</sup> and 3<sup>rd</sup>.
  - The Sketch Plan was approved by the Planning Board on December 21<sup>st</sup>, 2015.
- Gibson Property
  - 9 lot conventional subdivision located off Weddington Road (84).
  - Applicant is working through stormwater management plan before resubmitting the sketch plan to Town Staff.
  - Staff will get traffic counts prior to planning board meeting.

- Tentatively scheduled for February Planning Board agenda.
- The Falls at Weddington Amenity Center Construction Documents
  - Rezoning approved at the November 14<sup>th</sup>, 2015 Town Council meeting.
  - CDs submitted to Town Staff and awaiting review from the Town Engineer.

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

FY 2015-2016

12/01/2015 TO 12/31/2015

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
<b>REVENUE:</b>				
10-3101-110 AD VALOREM TAX - CURRENT	206,933.55	819,424.40	944,000.00	13
10-3102-110 AD VALOREM TAX - 1ST PRIOR	141.76	1,257.52	4,000.00	69
10-3103-110 AD VALOREM TAX - NEXT 8	336.86	3,636.16	1,500.00	-142
10-3110-121 AD VALOREM TAX - MOTOR	6,263.84	37,494.83	73,075.00	49
10-3115-180 TAX INTEREST	58.14	412.15	2,250.00	82
10-3231-220 LOCAL OPTION SALES TAX REV	49,722.03	100,054.86	285,000.00	65
10-3322-220 BEER & WINE TAX	0.00	0.00	41,000.00	100
10-3324-220 UTILITY FRANCHISE TAX	147,897.40	304,111.02	425,000.00	28
10-3340-400 ZONING & PERMIT FEES	2,555.00	20,260.00	25,000.00	19
10-3350-400 SUBDIVISION FEES	0.00	45,780.00	55,000.00	17
10-3830-891 MISCELLANEOUS REVENUES	25.00	568.00	1,000.00	43
10-3831-491 INVESTMENT INCOME	0.00	1,651.98	5,000.00	67
TOTAL REVENUE	<u>413,933.58</u>	<u>1,334,650.92</u>	<u>1,861,825.00</u>	<u>28</u>
AFTER TRANSFERS	<u>413,933.58</u>	<u>1,334,650.92</u>	<u>1,861,825.00</u>	
<b>4110 GENERAL GOVERNMENT</b>				
<b>EXPENDITURE:</b>				
10-4110-126 FIRE DEPT SUBSIDIES	58,288.75	353,282.18	709,895.00	50
10-4110-127 FIRE DEPARTMENT	0.00	3,642.15	3,800.00	4
10-4110-128 POLICE PROTECTION	521.44	124,049.44	248,677.00	50
10-4110-192 ATTORNEY FEES - GENERAL	0.00	27,020.88	95,000.00	72
10-4110-193 ATTORNEY FEES - LITIGATION	16,103.72	99,412.66	84,000.00	-18
10-4110-195 ELECTION EXPENSE	0.00	0.00	11,000.00	100
10-4110-340 EVENTS & PUBLICATIONS	0.00	787.95	12,000.00	93
10-4110-341 WEDDINGTON FESTIVAL	0.00	-3,130.28	5,000.00	163
10-4110-342 HOLIDAY/TREE LIGHTING	2,521.17	3,034.62	6,500.00	53
10-4110-343 EASTER EGG HUNT	0.00	0.00	750.00	100
10-4110-344 OTHER COMMUNITY EVENTS	0.00	138.53	2,250.00	94
TOTAL EXPENDITURE	<u>77,435.08</u>	<u>608,238.13</u>	<u>1,178,872.00</u>	<u>48</u>
BEFORE TRANSFERS	<u>-77,435.08</u>	<u>-608,238.13</u>	<u>-1,178,872.00</u>	
AFTER TRANSFERS	<u>-77,435.08</u>	<u>-608,238.13</u>	<u>-1,178,872.00</u>	
<b>4120 ADMINISTRATIVE</b>				
<b>EXPENDITURE:</b>				
10-4120-121 SALARIES - CLERK	5,966.66	35,633.30	71,000.00	50
10-4120-123 SALARIES - TAX COLLECTOR	3,471.48	20,617.88	46,315.00	55
10-4120-124 SALARIES - FINANCE OFFICER	541.43	5,594.06	13,840.00	60
10-4120-125 SALARIES - MAYOR & TOWN	2,100.00	12,600.00	25,200.00	50
10-4120-181 FICA EXPENSE	916.38	5,687.20	12,460.00	54
10-4120-182 EMPLOYEE RETIREMENT	1,392.15	8,215.45	18,885.00	56
10-4120-183 EMPLOYEE INSURANCE	1,046.13	11,486.13	25,000.00	54

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

FY 2015-2016

12/01/2015 TO 12/31/2015

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4120-184 EMPLOYEE LIFE INSURANCE	10.92	162.12	400.00	59
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	144.00	300.00	52
10-4120-191 AUDIT FEES	0.00	0.00	8,500.00	100
10-4120-193 CONTRACT LABOR	0.00	0.00	11,430.00	100
10-4120-200 OFFICE SUPPLIES - ADMIN	383.06	2,407.85	12,500.00	81
10-4120-210 PLANNING CONFERENCE	0.00	0.00	2,500.00	100
10-4120-321 TELEPHONE - ADMIN	189.36	1,023.96	3,500.00	71
10-4120-325 POSTAGE - ADMIN	130.00	875.93	2,500.00	65
10-4120-331 UTILITIES - ADMIN	346.41	1,662.45	4,250.00	61
10-4120-351 REPAIRS & MAINTENANCE -	0.00	7,900.00	30,223.00	74
10-4120-352 REPAIRS & MAINTENANCE -	3,784.95	43,693.51	63,000.00	31
10-4120-354 REPAIRS & MAINTENANCE -	5,095.00	25,100.00	57,250.00	56
10-4120-355 REPAIRS & MAINTENANCE -	0.00	220.00	1,000.00	78
10-4120-356 REPAIRS & MAINTENANCE -	400.00	2,200.00	6,000.00	63
10-4120-370 ADVERTISING - ADMIN	77.35	489.16	1,000.00	51
10-4120-397 TAX LISTING & TAX	-138.15	-369.86	1,000.00	137
10-4120-400 ADMINISTRATIVE:TRAINING	910.78	2,673.95	4,000.00	33
10-4120-410 ADMINISTRATIVE:TRAVEL	69.00	1,454.45	6,000.00	76
10-4120-450 INSURANCE	0.00	13,387.05	15,500.00	14
10-4120-491 DUES & SUBSCRIPTIONS	480.00	14,320.00	18,000.00	20
10-4120-498 GIFTS & AWARDS	207.49	1,948.61	3,500.00	44
10-4120-499 MISCELLANEOUS	235.56	1,973.54	5,000.00	61
TOTAL EXPENDITURE	27,639.96	221,100.74	470,053.00	53

BEFORE TRANSFERS	-27,639.96	-221,100.74	-470,053.00
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AFTER TRANSFERS	-27,639.96	-221,100.74	-470,053.00
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**4130 PLANNING & ZONING**

EXPENDITURE:

10-4130-121 SALARIES - ZONING	4,570.10	28,235.14	57,240.00	51
10-4130-122 SALARIES - ASST ZONING	132.60	664.86	2,250.00	70
10-4130-123 SALARIES - RECEPTIONIST	1,650.77	10,458.64	24,975.00	58
10-4130-124 SALARIES - PLANNING BOARD	425.00	2,350.00	5,200.00	55
10-4130-125 SALARIES - SIGN REMOVAL	222.74	1,579.08	4,000.00	61
10-4130-181 FICA EXPENSE - P&Z	535.62	3,315.44	7,770.00	57
10-4130-182 EMPLOYEE RETIREMENT - P&Z	917.57	5,541.71	13,015.00	57
10-4130-183 EMPLOYEE INSURANCE	2,088.00	12,528.00	27,000.00	54
10-4130-184 EMPLOYEE LIFE INSURANCE	20.44	122.64	300.00	59
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	72.00	150.00	52
10-4130-193 CONSULTING	3,646.90	-12,512.60	10,000.00	225
10-4130-194 CONSULTING - COG	0.00	7,800.00	21,750.00	64
10-4130-200 OFFICE SUPPLIES - PLANNING	370.24	2,297.56	5,000.00	54
10-4130-201 ZONING SPECIFIC OFFICE	0.00	40.01	2,500.00	98
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	2,500.00	100
10-4130-220 TRANSPORTATION &	0.00	0.00	18,000.00	100

TOWN OF WEDDINGTON  
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2015-2016

12/01/2015 TO 12/31/2015

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
10-4130-321 TELEPHONE - PLANNING &	189.38	1,024.03	3,500.00	71
10-4130-325 POSTAGE - PLANNING & ZONING	150.00	725.54	2,500.00	71
10-4130-331 UTILITIES - PLANNING & ZONING	346.39	1,662.45	4,250.00	61
10-4130-370 ADVERTISING - PLANNING &	77.35	317.00	1,000.00	68
TOTAL EXPENDITURE	<u>15,355.10</u>	<u>66,221.50</u>	<u>212,900.00</u>	<u>69</u>
BEFORE TRANSFERS	<u>-15,355.10</u>	<u>-66,221.50</u>	<u>-212,900.00</u>	
AFTER TRANSFERS	<u>-15,355.10</u>	<u>-66,221.50</u>	<u>-212,900.00</u>	
GRAND TOTAL	<u><u>293,503.44</u></u>	<u><u>439,090.55</u></u>	<u><u>0.00</u></u>	

TOWN OF WEDDINGTON  
BALANCE SHEET

FY 2015-2016

PERIOD ENDING: 12/31/2015

10

ASSETS

ASSETS

10-1120-000	TRINITY CHECKING ACCOUNT	1,164,253.48
10-1120-001	TRINITY MONEY MARKET	1,107,703.63
10-1170-000	NC CASH MGMT TRUST	530,325.89
10-1211-001	A/R PROPERTY TAX	164,294.88
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	5,489.28
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	12,188.27
10-1232-000	SALES TAX RECEIVABLE	1,237.00
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	1,753,018.11
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	23,513.12
10-1610-003	FIXED ASSETS - EQUIPMENT	118,306.60
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.01
TOTAL ASSETS		4,907,181.27

LIABILITIES & EQUITY

LIABILITIES

10-2120-000	BOND DEPOSIT PAYABLE	71,897.25
10-2620-000	DEFERRED REVENUE - DELQ TAXES	5,489.28
10-2625-000	DEFERRED REVENUE - CURR YR TAX	164,294.88
10-2630-000	DEFERRED REVENUE-NEXT 8	12,188.27
TOTAL LIABILITIES		253,869.68

EQUITY

10-2620-001	FUND BALANCE - UNASSIGNED	2,416,690.89
10-2620-003	FUND BALANCE-ASSIGNED	236,000.00
10-2620-004	FUND BALANCE-INVEST IN FIXED ASSETS	1,921,688.84
10-2620-005	CURRENT YEAR EQUITY YTD	-360,158.69
CURRENT FUND BALANCE - YTD NET REV		439,090.55
TOTAL EQUITY		4,653,311.59

TOTAL LIABILITIES & FUND EQUITY	4,907,181.27
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# TOWN OF WEDDINGTON

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## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Kim Woods, Tax Collector

**DATE:** **January 11, 2016**

**SUBJECT:** **Monthly Report –December 2015**

<b>Transactions:</b>	
Adjustment under \$5.00	\$1.69
Interest Charges	\$75.97
Penalty & Interest Payments	\$(98.16)
Refunds	\$1533.37
<b>Taxes Collected:</b>	
2010	\$(81.79)
2012	\$(113.31)
2013	\$(141.76)
2014	\$(141.76)
2015	\$(207951.49)
<b>As of December 31,2015; the following taxes remain Outstanding:</b>	
2005	\$252.74
2006	\$56.80
2007	\$93.78
2008	\$1039.45
2009	\$865.35
2010	\$729.72
2011	\$463.55
2012	\$4299.02
2013	\$4387.86
2014	\$5489.28
2015	\$164294.88
<b>Total Outstanding:</b>	<b>\$181972.43</b>



# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

**Alarm Date Between {12/01/2015} And {12/31/2015}**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
15-1505213-000	12/01/2015	00:26:30	1705 CRANE RD	311 Medical assist, assist EMS c
15-1505214-000	12/01/2015	01:25:24	703 CIRCLE TRACE RD /WESL	736 CO detector activation due t
15-1505228-000	12/01/2015	18:40:54	3028 SEMMES LN /Indian Tr	321 EMS call, excluding vehicle
15-1505231-000	12/01/2015	21:01:07	907 HOUSTON DR /WESLEY CH	321 EMS call, excluding vehicle
15-1505233-000	12/01/2015	23:16:16	1214 DELANEY DR /WEDDINGT	321 EMS call, excluding vehicle
15-1505234-000	12/02/2015	00:07:30	8517 BONDS GROVE CHURCH R	611 Dispatched & cancelled en ro
15-1505235-000	12/02/2015	00:58:43	1401 BECKLOW CT /INDIAN T	311 Medical assist, assist EMS c
15-1505237-000	12/02/2015	03:23:43	1508 WAR ADMIRAL LN /MARV	611 Dispatched & cancelled en ro
15-1505240-000	12/02/2015	09:12:18	9620 BELLOAK LN	700 False alarm or false call, O
15-1505242-000	12/02/2015	10:29:22	103 BENT TREE TR /Wedding	321 EMS call, excluding vehicle
15-1505243-000	12/02/2015	13:35:15	9324 BELMONT LN /MARVIN,	321 EMS call, excluding vehicle
15-1505245-000	12/02/2015	15:05:58	8600 POTTER RD /WEDDINGTO	745 Alarm system activation, no
15-1505259-000	12/03/2015	15:42:29	311 PALMERSTON LN	611 Dispatched & cancelled en ro
15-1505260-000	12/03/2015	15:52:28	311 PALMERSTON LN	311 Medical assist, assist EMS c
15-1505261-000	12/03/2015	16:01:35	13639 PROVIDENCE RD /WEDD	322 Motor vehicle accident with
15-1505276-000	12/04/2015	12:23:11	1814 CRANE RD	322 Motor vehicle accident with
15-1505277-000	12/04/2015	13:29:48	13657 PROVIDENCE RD /Wedd	321 EMS call, excluding vehicle
15-1505279-000	12/04/2015	17:13:04	609 COTTONFIELD CIR /WEDD	553 Public service
15-1505282-000	12/04/2015	18:54:41	POTTER RD & BEULAH CHURCH	322 Motor vehicle accident with
15-1505285-000	12/04/2015	22:50:53	5208 GOLDMINE RD /Monroe,	311 Medical assist, assist EMS c
15-1505291-000	12/05/2015	14:01:04	6350 WEDDINGTON RD /Wesle	311 Medical assist, assist EMS c
15-1505301-000	12/06/2015	08:46:59	1650 AVIATION DR /MONROE,	551 Assist police or other gover
15-1505304-000	12/06/2015	11:50:05	4315 WEDDINGTON MATTHEWS	511 Lock-out
15-1505305-000	12/06/2015	12:08:03	1142 CAROLE CT /WEDDINGTO	736 CO detector activation due t
15-1505314-000	12/07/2015	03:24:34	2007 WEDDINGTON LAKE DR /	321 EMS call, excluding vehicle
15-1505319-000	12/07/2015	14:53:43	2301 BEECHWOOD DR	321 EMS call, excluding vehicle
15-1505328-000	12/08/2015	02:55:06	4600 GOLDMINE RD /A/MONRO	731 Sprinkler activation due to
15-1505334-000	12/08/2015	09:14:46	1016 CUTHBERTSON RD	311 Medical assist, assist EMS c
15-1505340-000	12/08/2015	17:08:35	1102 GLYNWATER LN	113 Cooking fire, confined to co
15-1505342-000	12/08/2015	18:31:43	BEULAH CHURCH RD & N TWEL	322 Motor vehicle accident with
15-1505356-000	12/09/2015	13:25:55	605 CAVENDISH LN	412 Gas leak (natural gas or LPG
15-1505361-000	12/09/2015	18:26:14	REA RD & HIGHCLERE DR /We	324 Motor Vehicle Accident with
15-1505370-000	12/10/2015	07:30:08	1609 SEATTLE SLEW CT	321 EMS call, excluding vehicle
15-1505372-000	12/10/2015	09:57:47	2130 GARDEN VIEW LN /WEDD	511 Lock-out
15-1505374-000	12/10/2015	16:32:02	1528 S PROVIDENCE RD	745 Alarm system activation, no
15-1505377-000	12/10/2015	18:19:14	1528 S PROVIDENCE RD	331 Lock-in (if lock out , use 5
15-1505382-000	12/11/2015	05:40:26	6013 TRAFALGAR CT /WESLEY	321 EMS call, excluding vehicle
15-1505383-000	12/11/2015	05:54:47	9303 CLERKENWELL DR	735 Alarm system sounded due to
15-1505387-000	12/11/2015	06:24:44	2700 S PROVIDENCE RD	745 Alarm system activation, no
15-1505390-000	12/11/2015	10:35:24	9400 BELMONT LN /MARVIN,	131 Passenger vehicle fire
15-1505388-000	12/11/2015	10:39:22	TAYLOR GLENN LN & WESLEY	322 Motor vehicle accident with
15-1505394-000	12/11/2015	13:00:49	1120 CAROLE CT /Weddingto	321 EMS call, excluding vehicle
15-1505397-000	12/11/2015	14:28:10	1425 S PROVIDENCE RD	321 EMS call, excluding vehicle
15-1505399-000	12/11/2015	17:59:38	NEW TOWN RD & WOODLAND FO	622 No Incident found on arrival
15-1505406-000	12/11/2015	23:18:29	311 PALMERSTON LN	321 EMS call, excluding vehicle
15-1505408-000	12/12/2015	01:11:28	11006 MAGNA LN /INDIAN TR	311 Medical assist, assist EMS c

# Wesley Chapel Volunteer Fire Department

## Incident List by Alarm Date/Time

**Alarm Date Between {12/01/2015} And {12/31/2015}**

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
15-1505416-000	12/12/2015	08:54:55	8001 STONEHAVEN DR /MARVI	553 Public service
15-1505418-000	12/12/2015	15:15:13	1304 LOOK OUT CIR	700 False alarm or false call, O
15-1505419-000	12/12/2015	16:32:35	7801 MONTANE RUN CT /MARV	321 EMS call, excluding vehicle
15-1505427-000	12/13/2015	02:11:34	2504 CREEK MANOR DR	321 EMS call, excluding vehicle
15-1505428-000	12/13/2015	07:18:11	1624 LOOK OUT CIR	700 False alarm or false call, O
15-1505429-000	12/13/2015	07:40:57	102 ALNWICK DR	735 Alarm system sounded due to
15-1505434-000	12/13/2015	12:47:37	7513 BROOMES OLD MILL RD	321 EMS call, excluding vehicle
15-1505438-000	12/13/2015	14:42:22	307 GOLDEN VIEW DR	111 Building fire
15-1505436-000	12/13/2015	14:53:31	6500 BUGGY WHIP LN	611 Dispatched & cancelled en ro
15-1505437-000	12/13/2015	15:09:16	1252 FIRETHORNE CLUB DR /	744 Detector activation, no fire
15-1505440-000	12/13/2015	17:23:38	1023 TAYLOR GLENN LN /Ind	611 Dispatched & cancelled en ro
15-1505441-000	12/13/2015	19:15:11	1716 RIDGEHAVEN RD	611 Dispatched & cancelled en ro
15-1505445-000	12/14/2015	00:15:04	311 PALMERSTON LN	321 EMS call, excluding vehicle
15-1505450-000	12/14/2015	08:46:46	8117 MADRIGAL CT	611 Dispatched & cancelled en ro
15-1505453-000	12/14/2015	13:24:46	1525 CRANE RD	321 EMS call, excluding vehicle
15-1505455-000	12/14/2015	14:04:44	1908 GRIGG LN /MARVIN, NC	743 Smoke detector activation, n
15-1505458-000	12/14/2015	15:59:38	5549 POTTER RD /INDIAN TR	611 Dispatched & cancelled en ro
15-1505463-000	12/14/2015	17:48:37	2904 MCPHERSON ST	735 Alarm system sounded due to
15-1505464-000	12/14/2015	18:44:56	4216 WAXHAW INDIAN TRAIL	324 Motor Vehicle Accident with
15-1505476-000	12/15/2015	14:16:05	824 UNDERWOOD RD /Wesley	321 EMS call, excluding vehicle
15-1505478-000	12/15/2015	15:43:08	3400 DELAMERE DR /INDIAN	611 Dispatched & cancelled en ro
15-1505479-000	12/15/2015	16:21:53	7158 FOREST RIDGE RD /Wed	321 EMS call, excluding vehicle
15-1505488-000	12/16/2015	12:23:25	2002 SUDBURY LN /INDIAN T	611 Dispatched & cancelled en ro
15-1505491-000	12/16/2015	15:18:26	CRANE RD & NEW TOWN RD	324 Motor Vehicle Accident with
15-1505495-000	12/16/2015	18:08:16	171 WAXHAW INDIAN TRAIL R	322 Motor vehicle accident with
15-1505499-000	12/16/2015	18:51:50	5994 WAXHAW INDIAN TRAIL	322 Motor vehicle accident with
15-1505514-000	12/17/2015	20:14:39	8300 DENHOLME DR	611 Dispatched & cancelled en ro
15-1505517-000	12/17/2015	20:22:13	8601 PENNINGTON CT	736 CO detector activation due t
15-1505518-000	12/17/2015	22:02:57	5208 GOLDMINE RD /WESLEY	554 Assist invalid
15-1505520-000	12/18/2015	00:38:17	2121 CLIMBING ROSE LN /WE	321 EMS call, excluding vehicle
15-1505529-000	12/18/2015	14:12:49	1525 CRANE RD	735 Alarm system sounded due to
15-1505532-000	12/18/2015	16:42:04	708 PROVIDENCE OAK LN /We	321 EMS call, excluding vehicle
15-1505534-000	12/18/2015	17:20:49	7500 STONEHAVEN DR	321 EMS call, excluding vehicle
15-1505574-000	12/19/2015	00:11:42	8207 HAVERON ST	352 Extrication of victim(s) fro
15-1505542-000	12/19/2015	09:32:09	7097 HIGH MEADOW DR /Wedd	311 Medical assist, assist EMS c
15-1505547-000	12/19/2015	13:58:50	1101 HIGH BROOK DR /Wesle	553 Public service
15-1505556-000	12/20/2015	10:50:30	7316 COBBLECREEK DR /WEDD	611 Dispatched & cancelled en ro
15-1505559-000	12/20/2015	16:51:05	2317 CARSON DR /MARVIN, N	140 Natural vegetation fire, Oth
15-1505562-000	12/20/2015	17:44:44	CANTERFIELD DR & BELMONT	553 Public service
15-1505569-000	12/21/2015	01:29:53	501 ARBORVITAE CT /MARVIN	611 Dispatched & cancelled en ro
15-1505582-000	12/21/2015	17:24:12	534 WEDDINGTON RD /Weddin	622 No Incident found on arrival
15-1505585-000	12/21/2015	19:05:16	600 BEAUHAVEN LN	743 Smoke detector activation, n
15-1505586-000	12/21/2015	19:41:24	1221 HARDWOOD DR /WESLEY	311 Medical assist, assist EMS c
15-1505587-000	12/21/2015	22:02:18	2910 N TWELVE MILE CREEK	424 Carbon monoxide incident
15-1505590-000	12/22/2015	11:00:47	2111 MONARDA WAY	746 Carbon monoxide detector act
15-1505593-000	12/22/2015	13:27:50	4304 MARYS POINT RD /MONR	113 Cooking fire, confined to co

**Wesley Chapel Volunteer Fire Department**

**Incident List by Alarm Date/Time**

**Alarm Date Between {12/01/2015} And {12/31/2015}**

<b>Incident-Exp#</b>	<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
15-1505594-000	12/22/2015	14:22:11	157 VALLEY GLEN DR /Weddi	611 Dispatched & cancelled en ro
15-1505596-000	12/22/2015	14:37:01	157 VALLEY GLEN DR /Weddi	311 Medical assist, assist EMS c
15-1505595-000	12/22/2015	14:57:05	4074 BLOSSOM HILL DR /Wed	311 Medical assist, assist EMS c
15-1505597-000	12/22/2015	17:01:15	6716 BLACKWOOD LN /WESLEY	321 EMS call, excluding vehicle
15-1505599-000	12/22/2015	19:17:20	1002 SEMMES LN /INDIAN TR	311 Medical assist, assist EMS c
15-1505602-000	12/22/2015	22:16:40	1306 OLEANDER LN	311 Medical assist, assist EMS c
15-1505605-000	12/23/2015	01:38:28	1401 RIDGEHAVEN RD	743 Smoke detector activation, n
15-1505607-000	12/23/2015	07:15:49	1413 WILLOW OAKS TR /Wedd	311 Medical assist, assist EMS c
15-1505610-000	12/23/2015	11:49:16	1606 JEKYL LN	311 Medical assist, assist EMS c
15-1505612-000	12/23/2015	13:13:07	1528 S PROVIDENCE RD	745 Alarm system activation, no
15-1505620-000	12/24/2015	08:12:31	5037 OXFORDSHIRE RD /WEDD	735 Alarm system sounded due to
15-1505621-000	12/24/2015	09:55:10	501 BRIAR PATCH TER /MARV	553 Public service
15-1505625-000	12/24/2015	13:42:31	1706 GRAYSCROFT DR	611 Dispatched & cancelled en ro
15-1505626-000	12/24/2015	14:26:58	5306 WOODRIDGE DR /Wesley	311 Medical assist, assist EMS c
15-1505627-000	12/24/2015	16:36:41	LONGVIEW CLUB DR & TOM SH	324 Motor Vehicle Accident with
15-1505635-000	12/24/2015	22:16:12	3007 STREAMLET WAY /INDIA	735 Alarm system sounded due to
15-1505638-000	12/25/2015	07:39:06	513 LINDSBORG TR /MONROE,	611 Dispatched & cancelled en ro
15-1505646-000	12/25/2015	13:43:30	609 CARVER POND LN	321 EMS call, excluding vehicle
15-1505644-000	12/25/2015	13:45:36	6800 TREE HILL RD /WEDDIN	700 False alarm or false call, O
15-1505645-000	12/25/2015	14:01:53	1110 MEADOWLARK LN /MARVI	321 EMS call, excluding vehicle
15-1505649-000	12/25/2015	15:28:19	1003 CHASTAIN CIR /INDIAN	113 Cooking fire, confined to co
15-1505648-000	12/25/2015	15:59:01	8508 WHITEHAWK HILL RD	113 Cooking fire, confined to co
15-1505651-000	12/25/2015	17:43:06	724 EAGLE POINT CT /Weddi	321 EMS call, excluding vehicle
15-1505652-000	12/25/2015	18:56:12	311 PALMERSTON LN	321 EMS call, excluding vehicle
15-1505654-000	12/25/2015	20:07:01	6008 FOGGY GLEN PL /Weddi	111 Building fire
15-1505655-000	12/25/2015	20:15:53	310 JIM PARKER RD /Wesley	131 Passenger vehicle fire
15-1505657-000	12/25/2015	20:55:09	901 ROBINBROOK LN	321 EMS call, excluding vehicle
15-1505659-000	12/25/2015	22:55:47	314 RANELAGH DR	321 EMS call, excluding vehicle
15-1505660-000	12/26/2015	01:39:03	5700 CHERRY HOLLOW LN /We	321 EMS call, excluding vehicle
15-1505665-000	12/26/2015	14:03:48	517 AUCKLAND LN /WEDDINGT	321 EMS call, excluding vehicle
15-1505666-000	12/26/2015	15:07:47	1477 WILLOW OAKS TR /Wedd	321 EMS call, excluding vehicle
15-1505674-000	12/27/2015	00:25:17	517 AUCKLAND LN /WEDDINGT	554 Assist invalid
15-1505685-000	12/27/2015	18:35:51	7326 NEW TOWN RD /Matthew	352 Extrication of victim(s) fro
15-1505688-000	12/28/2015	12:20:46	8605 MOSSINGTON LN	745 Alarm system activation, no
15-1505689-000	12/28/2015	12:24:21	6001 COLTON RIDGE DR /Ind	611 Dispatched & cancelled en ro
15-1505692-000	12/28/2015	16:07:56	9012 PINE LAUREL DR /Wedd	311 Medical assist, assist EMS c
15-1505698-000	12/28/2015	23:11:49	9100 UNBRIDLE LN	321 EMS call, excluding vehicle
15-1505703-000	12/29/2015	04:23:04	1005 WOODHURST DR /WESLEY	111 Building fire
15-1505704-000	12/29/2015	06:51:37	208 RUNNING HORSE LN /MAR	321 EMS call, excluding vehicle
15-1505706-000	12/29/2015	08:05:06	813 CHAMBWOOD RD /WESLEY	311 Medical assist, assist EMS c
15-1505711-000	12/29/2015	18:18:34	S POTTER RD & WESLEY CHAP	324 Motor Vehicle Accident with
15-1505712-000	12/29/2015	19:18:45	710 CARLY SCOTT DR /WESLE	553 Public service
15-1505713-000	12/29/2015	20:22:05	249 WEDDINGTON RD /WEDDIN	324 Motor Vehicle Accident with
15-1505714-000	12/30/2015	07:41:08	1607 SCHILLER DR /MONROE,	311 Medical assist, assist EMS c
15-1505718-000	12/30/2015	14:25:41	5202 WILLOW RUN DR /WESLE	111 Building fire
15-1507530-000	12/30/2015	18:31:52	404 RUNNING HORSE LN /MAR	735 Alarm system sounded due to

**Wesley Chapel Volunteer Fire Department**

**Incident List by Alarm Date/Time**

**Alarm Date Between {12/01/2015} And {12/31/2015}**

<b>Incident-Exp#</b>	<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
15-1507542-000	12/31/2015	08:07:06	COACHMAN DR & LONG NEEDLE	611 Dispatched & cancelled en ro
15-1507545-000	12/31/2015	09:56:57	1526 S PROVIDENCE RD /130	321 EMS call, excluding vehicle
15-1507549-000	12/31/2015	11:52:31	607 LATIMER WAY /MONROE,	611 Dispatched & cancelled en ro
15-1507562-000	12/31/2015	18:25:36	700 DEERCROSS LN	735 Alarm system sounded due to
15-1507563-000	12/31/2015	18:37:37	WEDDINGTON RD & WAXHAW IN	324 Motor Vehicle Accident with
15-1507568-000	12/31/2015	21:40:15	8007 MAGNA LN /INDIAN TRA	111 Building fire

**Total Incident Count 144**



**Union County Sheriff's Office**  
**Events By Nature**

Date of Report

1/4/2016  
1:18:17PM

For the Month of: December 2015

<u>Event Type</u>	<u>Total</u>
911 HANG UP	33
911 MISDIAL	5
ABC VIOLATION	1
ACCIDENT EMD	6
ACCIDENT PD COUNTY NO EMD	18
ALARMS LAW	49
ANIMAL BITE REPORT LAW	1
ANIMAL COMP SERVICE CALL LAW	9
ASSIST EMS OR FIRE	1
ATTEMPT TO LOCATE	3
BARKING DOG	2
BOLO	22
BOMB THREAT	1
BURGLARY HOME OTHER NONBUSINESS	2
BURGLARY VEHICLE	1
BUSINESS CHECK	17
CALL BY PHONE	18
CARDIAC RESPIRTY ARREST EMD	1
CHILD CUSTODY INVESTIGATION	1
DELIVER MESSAGE	1
DISCHARGE OF FIREARM	11
DISTURBANCE OR NUISANCE	6
DOMESTIC DISTURBANCE	6
DRUG POSSESSION SCHEDULE	1
ESCORT	1
FOLLOW UP INVESTIGATION	7
FOOT PATROL	4
FOUND PERSON	1

<u>Event Type</u>	<u>Total</u>
FRAUD DECEPTION FORGERY	3
HARASSMENT STALKING THREATS	5
INVESTIGATION	2
JURISDICTION CONFIRMATION LAW	12
LARCENY THEFT	3
MEDICAL EXAMINER	1
MEET REQUEST NO REFERENCE GIVN	3
MENTAL DISORDER	1
MISSING PERSON	1
MOTORIST ASSIST	7
NOISE COMPLAINT	6
NOTIFICATION OF DEATH	1
PREVENTATIVE PATROL	412
PROP DAMAGE VANDALISM MISCHIEF	4
PUBLIC SERVICE	1
RADAR PATROL INCLUDING TRAINIG	5
REFERAL OR INFORMATION CALL	4
REPOSESSION OF PROPERTY	1
RESIDENTIAL CHECK	1
RUNAWAY REPORT	1
SEARCH CONDUCTED BY LAW AGNCY	4
SERVE DOMESTIC VIOL ORDER	1
SERVE WARRANT	7
SEX ASSAULT CHILD LAW	2
SHOTS FIRED	1
STRUCTURE FIRE EFD	1
SUICIDE THREAT OR ATTEMPT	1
SUSPICIOUS CIRCUMSTANCES	5
SUSPICIOUS PERSON	7
SUSPICIOUS VEHICLE	20
TRAFFIC HAZARD	1
TRAFFIC STOP	36

<u>Event Type</u>	<u>Total</u>
TRAFFIC VIOLATION COMPLAINT	18
TRESPASSING UNWANTED SUBJ	1
UNAUTHORIZED USE	1
WANTED PERSON	2

***Total Calls for Month: 811***

**Weddington**

**12/2015**

UCR Code	Description	Date of Report	Incident ID	
<b>11B</b>				
11B	SEX OFFENSE-2ND DEG	12/2/15	201510462	Unfounded
			Total:	1
<b>13A</b>				
13A	ASSAULT BY POINTING GUN	12/2/15	201510448	
			Total:	1
<b>13B</b>				
13B	SIMPLE ASSAULT	12/3/15	201510490	
13B	ASSAULT ON FEMALE	12/20/15	201511044	
			Total:	2
<b>13C</b>				
13C	COMMUNICATING THREATS	12/19/15	201511012	
			Total:	1
<b>23F</b>				
23F	BEL / THEFT FROM MOTOR VEHICLE	12/15/15	201510876	
			Total:	1
<b>23H</b>				
23H	LARCENY-MISDEMEANOR	12/2/15	201510450	
23H	LARCENY-MISDEMEANOR	12/14/15	201510866	
			Total:	2
<b>26A</b>				
26A	OBTAINING PROPERTY BY FALSE PRETENSES	12/27/15	201511214	
26A	IDENTITY THEFT	12/28/15	201511249	
			Total:	2
<b>290</b>				
290	INJURY TO PERSONAL PROPERTY	12/19/15	201511012	
			Total:	1
<b>35A</b>				
35A	SIMPLE POSSESS SCH VI CS (M)	12/10/15	201510719	
			Total:	1
<b>90D</b>				
90D	OPEN CONTAINER	12/3/15	201510502	
			Total:	1
<b>90G</b>				
90G	POSS MTBV/U-WN NOT 19/20	12/3/15	201510502	
90G	POSSESS/CONSUME ALCOHOL ON SCHOOL PRO	12/7/15	201510607	



**Weddington**

**12/2015**

UCR Code	Description	Date of Report	Incident ID	
			Total:	<b>2</b>
<b>90I</b>				
90I	RUNAWAY	12/14/15	201510833	
90I	RUNAWAY	12/29/15	201511276	
			Total:	<b>2</b>
<b>90J</b>				
90J	DOMESTIC CRIMINAL TRESPASS	12/20/15	201511033	
			Total:	<b>1</b>
<b>90Z</b>				
90Z	UNAUTHORIZED USE OF MOTOR VEHICLE	12/14/15	201510833	
			Total:	<b>1</b>
<b>999</b>				
999	ANIMAL NUISANCE	12/1/15	201510406	
999	ACCIDENT NO VISIBLE INJURY	12/1/15	201510415	
999	ACCIDENT NO VISIBLE INJURY	12/1/15	201510416	
999	ACCIDENT NO VISIBLE INJURY	12/2/15	201510464	
999	INVESTIGATION	12/3/15	201510481	
999	ACCIDENT NO VISIBLE INJURY	12/5/15	201510551	
999	ACCIDENT POSSIBLE INJURY	12/8/15	201510650	
999	ACCIDENT NO VISIBLE INJURY	12/9/15	201510693	
999	ACCIDENT NO VISIBLE INJURY	12/14/15	201510839	
999	DEATH INVESTIGATION	12/15/15	201510904	
999	DWLR IMPAIRED REV	12/16/15	201510948	
999	ACCIDENT NO VISIBLE INJURY	12/17/15	201510968	
999	INVESTIGATION	12/18/15	201511005	
999	ANIMAL CALL BITE	12/29/15	201511279	
			Total:	<b>14</b>
<b>9999</b>				
9999	ATTEMPTED SUICIDE	12/12/15	201510798	
9999	MENTAL HEALTH INVESTIGATION	12/30/15	201511305	
			Total:	<b>2</b>

Monthly Crime Total **35**