

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, AUGUST 8, 2022 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104
AGENDA**

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Conflict of Interest Statement: *In accordance with the state government ethics act, it is the duty of every Council member to avoid conflicts of interest. Does any Council member have any known conflict of interest with respect to any matters on the agenda? If so, please identify the conflict and refrain from any participation in the matter involved.*
5. Additions, Deletions and/or Adoption of the Agenda
6. Mayor/Councilmember Reports
7. Public Comments
8. Public Safety Report
9. Consent Agenda
 - A. Approval of July 11, 2022 Regular Town Council Meeting Minutes
 - B. Approval of FY 2022 Audit Contract with Ann Craven, CPA, PLLC for an amount not to exceed \$8500
 - C. Approval of Audit Response Letter to Local Government Commission
 - D. Approval of ARPA Amendment to the UCSO Deputy Contract
 - E. Approval of Proclamation 2022-02 for Day of Remembrance
 - F. Approval of Release of Atherton Performance Bonds Phase 2, Map 1 in the amount of \$59,327.88, Phase 2 Map 2 in the amount of \$78,864.50, and Phase 2 Map 4 in the amount of \$71,552.65
 - G. Call for a Special Meeting to be held Tuesday 16 August 2022 at 6:00 p.m. at Weddington Town Hall for the purpose of hosting a presentation and public question and answer session on Forms of Government by the UNC School of Government.
10. Old Business
11. New Business
 - A. Approval of Proclamation 2022-01 for Constitution Week and Presentation to the Halifax Convention Chapter of the Daughters of the American Revolution.
 - B. Discussion and Possible Consideration of Request for Proposals for Consultant for Land Use Plan Study.
12. Updates from Town Planner and Town Administrator
13. Code Enforcement Report
14. Update from Finance Officer and Tax Collector
15. Transportation Report
16. Council Comments
17. Adjournment

Weddington

7/2022

UCR Code	Description	Date of Report	Incident ID	
13B				
13B	ASSAULT ON FEMALE	7/9/22	202204906	
13B	ASSAULT ON FEMALE	7/13/22	202205005	
			Total:	2
220				
220	BREAKING OR ENTERING (M)	7/6/22	202204834	
			Total:	1
23H				
23H	LARCENY-MISDEMEANOR	7/9/22	202204896	
			Total:	1
26A				
26A	IDENTITY THEFT	7/28/22	202205452	
			Total:	1
290				
290	INJURY TO REAL PROPERTY	7/3/22	202204787	
290	INJURY TO PERSONAL PROPERTY	7/9/22	202204900	
			Total:	2
35A				
35A	POSSESS MARIJUANA UP TO 1/2 OZ	7/16/22	202205082	
35A	POSSESS MARIJUANA UP TO 1/2 OZ	7/28/22	202205449	
			Total:	2
90G				
90G	CONSUME ALCOHOL < 21	7/16/22	202205082	
90G	CONSUME ALCOHOL < 19	7/16/22	202205082	
			Total:	2
90J				
90J	TRESPASS - 1ST DEG	7/6/22	202204834	
90J	TRESPASS - 1ST DEG	7/16/22	202205082	
			Total:	2
90Z				
90Z	SEXUAL EXPLOITATION OF A MINOR - 1ST DEG	7/14/22	202205025	
90Z	HARASSING PHONE CALL	7/14/22	202205036	
			Total:	2
999				
999	INVESTIGATION	7/8/22	202204883	
999	ACCIDENT NO VISIBLE INJURY	7/9/22	202204903	
999	OVERDOSE	7/11/22	202204940	
999	ACCIDENT NO VISIBLE INJURY	7/12/22	202204966	

Weddington

7/2022

UCR Code	Description	Date of Report	Incident ID
999	ACCIDENT NO VISIBLE INJURY	7/14/22	202205022
999	ACCIDENT NO VISIBLE INJURY	7/15/22	202205060
999	HIT & RUN ACCIDENT-PP OR PVA	7/20/22	202205228
999	ACCIDENT NO VISIBLE INJURY	7/28/22	202205445
999	INVESTIGATION	7/29/22	202205491
Total:			9

Monthly Crime Total

24

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JULY 11, 2022 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
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1. Open the Meeting

Mayor Horn called the meeting to order at 7:01 p.m.

2. Pledge of Allegiance

The Council led the Pledge of Allegiance.

3. Determination of Quorum

Quorum was determined with all Councilmembers present: Mayor Craig Horn, Mayor Pro Tem Janice Propst, Councilmembers Anne Pruitt, Jeff Perryman, and Brannon Howie.

Staff present: Town Administrator/Clerk Karen Dewey, Town Planner Robert Tefft, Town Attorney Karen Wolter, Administrative Assistant/Deputy Clerk Debbie Coram

Visitors: Bill Deter, Walt Hogan, Annette Baker, Steve Baker, Ed Goscicki, Mike Morse, Wayne Archie, Gayle Butler, John Drazal, Bridget O'Brien, Harry Chilcot, Anne Ellis, Danny Ellis, Chris Martin, Re Smith, Tracy Stone, Bjorn Hansen, Matthew Rea

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

Motion: Mayor Pro Tem Propst made a motion to adopt the agenda as presented.

Vote: The motion passed with a unanimous vote.

5. Mayor/Councilmember Reports

Councilmember Perryman reported on the Western Union Municipal Alliance (WUMA) Meeting. Union County Senior Planner Bjorn Hansen gave a presentation on the Union County 2050 Implementation Committees. The delegates continued their discussion of extra-territorial jurisdiction (ETJ) and plan to make a presentation to the Board of County Commissioners in the fall asking for ETJ rights. Councilmember Perryman also reported that he and Councilmember Pruitt met with Max and Amy Anthony regarding a public/private partnership with Wesley Chapel Weddington Athletic Association to benefit the town and community.

Mayor Pro Tem Propst reported that she met with the businesses in Weddington Corners to advertise for movie night and many expressed that the pandemic is still affecting their businesses. She urged residents to encourage their neighbors to support the local businesses in Weddington and Union County to keep tax dollars local.

Mayor Horn acknowledged that it has been one year since an Afghan family escaped Afghanistan and was welcomed to Weddington. On Thursday July 14th, there will be a celebration at Hunter Farm that will be covered by the local news. The Wall Street Journal is writing a report on how communities throughout the country are supporting these families.

6. Public Comments

Bill Deter questioned the value of changing the town form of government. Given the size of the town staff and lack of services offered, he doesn't believe having a town manager would be beneficial. He stated that he is a firm believer in small government and that the council can dictate responsibilities to a town administrator.

Mayor Horn clarified that the Council is only conducting research on what is in the best interest of Weddington.

Annette Baker commented that with the Council researching this change now is the time for people to speak out. She stated that Weddington is small and residents want it to remain small. Most people moved out here to get away from the services that cost more taxes.

Gayle Butler asked for clarification on Mayor Horn's comments from the previous month regarding the change in form of government.

Mayor Horn stated that this is a discussion and the School of Government will make a presentation when we can get one scheduled.

Steve Baker commented that people moved to Weddington to escape big government. He questioned if a change of form of government is best for the citizens of Weddington. He stated that it sounds suspiciously like what's best for the town government.

Chris Martin stated his agreement with Bill Deter. He doesn't believe this is a fit for Weddington. This process needs to be very transparent and overcommunicated to the public.

7. Public Safety Report

Deputy Kropp stated that Deputy Jackson Hunt was reassigned to the Civil Bureau in early June. He introduced the new deputy assigned to Weddington, Deputy Tex Huffman: Deputy Huffman was assigned to the Town of Weddington on June 08, 2022. He was born and raised in Union County and is a graduate of Sun Valley High School class of 2013. Deputy Huffman has been employed with the Union County Sheriff's Office for seven years and has been assigned to the Detention Division, Patrol Division, and as a School Resource Office at Forest Hills High School. He is currently a member of the Special Response Team. Deputy Huffman enjoys traffic enforcement and narcotics so if there are any concerns about drug activity or traffic issues in the area please reach out to him. He has several hobbies including hunting,

fishing, sports, and spending time with his wife. Deputy Huffman is a proud father of two children (a son and baby girl).

Deputy Kropp continued with the public safety report: there has been an increase in underage drinking activity in some areas in Weddington. Deputies are urging residents to contact the Union County Sheriff's office by calling 911 if they have knowledge of house parties or know of other locations where underage drinking is taking place. There has also been an increase in property damage in some neighborhoods as well. Please report any suspicious activity to the Union County Sheriff's Office especially in the overnight hours.

8. Presentation from Bjorn Hansen, Senior Planner, Union County

Mr. Hansen presented the Union County 2050 Implementation Committee recommendations. These committees consist of residents of Union County and are responsible for making recommendations of strategies to address issues identified in the 2050 Comprehensive Plan that was adopted in August 2021. The committees will present the recommendations on Stormwater, School Siting, Cluster Standards in Rural Areas where Water and Sewer are Present, Open Space in Rural Areas, Litter Task Force, and Broadband to the Planning Board tomorrow night and the Planning Board will evaluate and present their recommendations to the Board of County Commissioners.

9. Consent Agenda

- A. Approval of June 13, 2022 Regular Town Council Meeting Minutes**
- B. Amend Fee Schedule for Minor Subdivisions**
- C. Authorize Tax Collector to Collect 2022 Real Property Taxes**
- D. Authorize Tax Collector to Charge Off 2011 Property Taxes**
- E. Approval of Resolution R-2022-02 for Vintage Creek Subdivision Roads**

Motion: Councilmember Perryman made a motion to adopt the Consent Agenda as presented.

Vote: The motion passed with a unanimous vote.

10. Old Business

A. Continue Discussion of Council-Manager Form of Government

Councilmember Perryman stated that he understands the concerns expressed by the residents here tonight. Change is different and the Council is trying to figure out if it is warranted. He is looking forward to an additional presentation by the UNC School of Government.

Councilmember Pruitt clarified that there is no intention to increase the budget or hire additional staff. The Council will still vote on policies and zoning applications. She stated this change would not remove the public farther from the Council, nor create a bigger government, but will help the town run more efficiently.

Mayor Pro Tem Propst reiterated that this Council is not looking to create a bigger government. She stated that the Council is looking at all the options and have no ill-intentions but want to do the best thing for the Town.

Councilmember Howie stated that the Council will evaluate the facts from the School of Government. The fact is that Weddington is the largest town operating under a Mayor Council form of government and the Town doesn't offer any services yet.

Councilmember Pruitt stated that the Council wants to take a proactive approach to managing the town with the inevitable changes and growth in the future.

Mayor Horn stated that the Town hasn't reviewed how they govern themselves since it was incorporated in 1983. He asked for the residents present to keep an open mind while this is reviewed.

Ms. Wolter reviewed how the change in Town Charter could happen: 1. By Ordinance. The public can officially petition with 10% of the voting population to force a referendum. 2. By Referendum. Either way, there is process with public hearing notices being published and a resolution indicating the intent of the Council to amend the Charter.

The Council agreed to schedule a public meeting with a representative from the UNC SOG to present on the differences between the forms of government in North Carolina.

11. New Business

A. Discussion on Land Use Plan

Mr. Tefft opened discussion: the current Land Use Plan was adopted in August 2019. There are updates and/or clarification needed for certain aspects of the Land Use Plan.

- Location of the Town Center
- Clarity between Town Center and Downtown Overlay District
- Corridor studies for Providence and Weddington Road

The Planning Board and Staff are seeking direction on how to proceed to clarify these issues

Council discussed conducting a town survey to get input from the almost 14,000 residents. The goal is to be proactive and not reactive to future applications. Council discussed forming a citizen advisory committee to help define the vision of the land use plan. Council directed Planning Board to identify a scope of work get a timeline/estimate from a Land Use consultant.

Discussion points:

- Need to perform an intensive/comprehensive review
- Survey needs to be thorough and comprehensive with enough participation from citizens so that it is a true reflection of the town's future and that this can be used to update the plan
- Citizens committee - take question suggestions from citizens
- Past surveys did not bring clarity with 50/50 results
- Continuous feedback, more pointed language,
- Plan for responsible growth, not necessarily for commercial uses
- Citizens Advisory Committee – one council, one planning, others with specific experience – entity would create the survey questions with assistance of consultant
- Citizens Advisory Committee has merit

- Planning board should look at location of town center, clarity between definition of town center and downtown district overlay, corridor studies for Providence Road and Weddington Road.
- Comprehensive, valid and reliable survey
- Approaching 5-year window for full Land Use Plan rewrite –worth pursuing a consultant to handle a full rewrite while incorporating the suggestions
- Needs to cover everything. Must be comprehensive.

12. Updates from Town Planner and Town Administrator

Mr. Tefft updated the Council on Planning projects: The Hemby Place subdivision is no longer changing their name to The Enclave at Bromley as the residents of Bromley had filed a lawsuit to prevent the use of that name.

Ms. Dewey updated the Council: the solid waste contract with Active Waste Solutions should be signed this week. Ms. Hamilton, with Active Waste explained a situation with the Mecklenburg County Materials Recycling Facility. It is currently under renovations and has had to be shut down several times. In that event, Active Waste may have to dump recyclables as trash. Staff responded that Weddington will work with Active to find an alternative solution.

The Centralina Regional Council will be sending an updated proposal for Code Enforcement services. With the updated proposal, the Town will be assigned a new code enforcement officer.

13. Code Enforcement Report

In packets. There are two new issues that required notices of violations to be sent to the property owners.

14. Update from Finance Officer and Tax Collector

Reports in packets. The end of the fiscal year tax report is included.

15. Transportation Report

The Town will be presenting transportation planning highlights at the next CRTPO meeting. The Providence Road project and Rea Road Extension project are back on the table. There are plans for repaving Weddington Road this week.

16. Council Comments

Mayor Pro Tem Propst: Thank you to my fellow Councilmembers, thank you to Mayor Horn for your service to this community, thank you to staff, I appreciate everything you do for our town and thank you to the Deputies for keeping us all safe. Thank you all for coming out.

Councilmember Pruitt: I second that, thank you everybody. Have a great rest of your summer and stay cool. See you guys next month.

Councilmember Perryman: Thank you everybody for coming out. Look forward to getting presentations out so we can let the public hear some of the things that we've heard as we move forward.

Mayor Horn: I'm not going to do a coffee in July as many people are headed to the mountains or beach, I hope to be doing the same thing. So, we're taking a break in July and be back at it in August. In the meantime, I encourage you all to reach out to members of Council with comments, questions, ideas, or concerns. Talk to us. This is an engagement process. The thing about our form of government is like no other in world in that we actually engage with the public. I can't help solve a problem I'm not aware of and we can't address an issue we don't know anything about and we're always looking for ideas.

17. Adjournment

Motion: Councilmember Pruitt made a motion to adjourn the July 11, 2022 Regular Town Council Meeting at 8:53 p.m.

Vote: The motion passed with a unanimous vote.

Approved: _____

D. Craig Horn, Mayor

Karen Dewey, Town Administrator/Clerk

Ann R. Craven, CPA, PLLC
Ann R. Craven, CPA
1100 Revolution Mill Drive Studio 2
Greensboro, North Carolina 27405
(336) 210-9084

August 3, 2022

Mr. Craig Horn, Mayor
Ms. Karen Dewey, Town Clerk
Town of Weddington
1924 Weddington Road
Weddington, North Carolina 28104

We are pleased to confirm our understanding of the services we are to provide Town of Weddington for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of Town of Weddington as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Weddington's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weddington's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Weddington's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Revenues, Expenditures, and Changes in Fund Balance – General Fund - Budget and Actual
- 2) Schedule of Proportionate Share of New Pension Liability (Asset) – Local Government Employees' Retirement System
- 3) Schedule of Contributions – Local Government Employees' Retirement System

The objectives of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Town of Weddington and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we

will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Weddington's compliance with the provisions of applicable laws, regulations, contracts and agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements of Town of Weddington in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with

applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and locate any documents selected by us for testing.

We will provide copies of our reports to North Carolina Local Government Commission (LGC); however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ann R. Craven, CPA, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ann R. Craven, CPA, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Local Government Commission or its designee. The Local Government Commission or its designee may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the LGC. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ann R. Craven is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately August 16, 2022 and to issue our reports no later than October 31, 2022.

Our fee for these services will be at our standard hourly rate plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$8,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Town of Weddington's financial statements. Our report will be addressed to the Honorable Mayor and Town Council of Town of Weddington. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing*

Standards in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Weddington is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Town of Weddington and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,



Ann R. Craven, CPA, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Town of Weddington.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

The	Governing Board TOWN COUNCIL
of	Primary Government Unit TOWN OF WEDDINGTON
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Ann R. Craven, CPA, PLLC
	Auditor Address 1100 Revolution Mill Drive, Studio 2, Greensboro, North Carolina 27405

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Leslie Gaylord	Finance Director	lgaylord@townofweddington.com

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES


Primary Government Unit	TOWN OF WEDDINGTON
Audit Fee	\$ 6,375.00
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 2,125.00
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 6,375.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Ann R. Craven, CPA, PLLC	
Authorized Firm Representative (typed or printed)* Ann R. Craven, CPA	Signature* 
Date* 8/3/2022	Email Address* ann@acravencpa.com

GOVERNMENTAL UNIT

Governmental Unit* TOWN OF WEDDINGTON	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Craig Horn/Mayor	Signature*
Date	Email Address chorn@townofweddington.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Leslie Gaylord	Signature*
Date of Pre-Audit Certificate*	Email Address* lgaylord@townofweddington.com

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



NORTH CAROLINA DEPARTMENT OF TREASURER
LOCAL GOVERNMENT COMMISSION

Per 20 NCAC 03 .0508, this letter is the Town of Weddington's Response to the Auditor's Findings, Recommendations, and Fiscal Matters resulting from a Financial Performance Indicator of Concern identified as part of the Town's FY2021 audit. The specific indicator identified and the Town's response is documented below.

FINANCIAL PERFORMANCE INDICATOR OF CONCERN:

You indicated that you expect a decrease in property value for your next property revaluation. In your Response Letter please discuss the magnitude of the drop in valuation, the overall cause of the drop and how you plan to recover the lost revenues.

RESPONSE:

The question that prompted this indicator of concern was answered in error. The Town of Weddington did not expect or experience a decrease in property **value**. The question was misinterpreted and answered positively because the Town anticipated a decrease in the property tax **rate** as a result of a County property revaluation. At the property revaluation recently completed, the Town experienced a significant **increase** in the property valuation to \$3,105,980,900 from \$2,372,571,100, a 30.91% increase. As a result of the increase in the valuation, the Town decreased its property tax rate from \$0.052/\$100 to \$0.048/\$100. This is still above the revenue-neutral calculated tax rate of \$0.045/\$100. Based on this, the Town feels that no further action with respect to the Performance Indicator is warranted or necessary. Should there be any additional questions or documentation required, please contact the Town's finance officer, Leslie Gaylord, at 704-846-2709 or by email at lgaylord@townofweddington.com.

Respectfully,

D. Craig Horn
Mayor

Janice Propst
Mayor Pro Tem

Jeff Perryman
Councilmember

Anne Pruitt
Councilmember

Brannon Howie
Councilmember

TOWN OF WEDDINGTON

AMENDMENT TO CONTRACT FOR LAW ENFORCEMENT SERVICES

This modification agreement made and entered into _____, by and between the Town of Weddington, North Carolina (hereinafter the "Town") and Union County, North Carolina (hereinafter the "County") and Eddie Cathey, Sheriff of Union County (hereinafter, "Sheriff"),

WITNESSETH:

WHEREAS, on the [date], the parties entered into a contract relating to law enforcement services within the town limits of Weddington (the Contract), a copy of which is hereto attached and incorporated by reference; and

WHEREAS, the Town and the County have agreed to modify certain terms of the contract to add a Coronavirus State and Local Fiscal Recovery Funds Addendum, (the Addendum); and

WHEREAS, the Town intends to pay the cost of the contract using monies received from the Fiscal Recovery Funds and using said funds requires the adoption of the Addendum; and

NOW, THEREFORE, it is mutually agreed, that in consideration of the covenants and releases herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Coronavirus State and Local Fiscal Recovery Funds Addendum shall become part of the contract.

Except as hereby modified or amended, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and Seals the date and year first written above.

Weddington, North Carolina:

Union County, North Carolina

BY: _____ (Seal)

BY: _____ (Seal)

Craig Horn, Mayor

Mark Watson, County Manager

Eddie Cathey, Sheriff of Union County

BY: _____ (Seal)

Approved as to Form:

Karen K. Wolter, Town Attorney

Attorney for Union County

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between Union County, North Carolina a political subdivision of the State of North Carolina (“Contractor”), and the Town of Weddington, a municipal corporation (“Unit”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
 3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by

- regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
 5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
 6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
 7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
 8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
 9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
 10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
 11. “Subcontract” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
 12. “Subcontractor” shall mean an entity that receives a Subcontract.
 13. “Subrecipient” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

II. Equal Employment Opportunity

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
 4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for

further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
 10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

III. Copeland “Anti-Kickback” Act

- A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Department of the Treasury.

IV. Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (Overtime Requirements), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (Overtime Requirements), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV.A. (Overtime Requirements), above.
- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the

Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made Under a Contract or Agreement

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below. “Government purposes” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its federal license to any other party.
1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury’s license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, “subject data” means “recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to, “computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports,

cost analyses or other similar information used for performance or administration of the Contract.”

VI. Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

VII. Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to the Department of the Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. Procurement of Recovered Materials

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
 - 1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - 2. “Covered Foreign Country” means the People’s Republic of China.
 - 3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such

- equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
4. “Critical Technology” means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
 5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
 6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
 7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
 8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.
- B. Prohibitions.
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.
- C. Exceptions.
- 1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment that:
 - i. Is not used as a Substantial or Essential Component of any system and
 - ii. Is not used as Critical Technology of any system.
 - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.
- D. Reporting Requirement
- 1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2(d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
 - 2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
 - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

XI. Domestic Preferences for Procurements

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any

other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. Other Non-Discrimination Statutes

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Miscellaneous

- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

[Remainder of Page Intentionally Left Blank]

CONTRACTOR:

By: _____
Name: William M. Watson
Title: County Manager

UNIT:

By: _____
Name: Craig Horn
Title: Mayor

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Union County, North Carolina, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap[ter] 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

William M. Watson, County Manager
Name and Title of Contractor’s Authorized Official

Date



**TOWN OF WEDDINGTON
PROCLAMATION
P-2022-02**

WHEREAS, on September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation's history with courage and heroism. In response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including the first responders and volunteers; and

WHEREAS, participating in service and remembrance activities on September 11th is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today, including active duty and reserve soldiers and their families, veterans, and first responders:

NOW, THEREFORE, on behalf of the Town Council and the citizens of Weddington, I do hereby proclaim September 11, 2022 as

9/11 DAY OF SERVICE AND REMEMBRANCE

And encourage all to honor the lives of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.

In Witness Whereof, I do hereby set my hand this 8th day of August 2022.

Craig Horn, Mayor

Attest:

Karen Dewey, Town Administrator/Clerk



July 29, 2022

Mr. Robert Tefft
Zoning Administrator/Town Planner
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Atherton Estates – Phase 2, Maps 1, 2, and 4
Release of Roadway and Utilities Performance Bonds

Dear Robert:

LaBella has verified satisfactory completion of the roadway and utility improvements previously bonded by the developer for the subdivision. As-built surveys of the stormwater systems and stormwater management ponds with supporting Engineer's certification have previously been submitted to the Town. NCDOT has inspected and approved construction of these streets (Attachment 1), and water and sewer utilities have been accepted by Union County Public Works. Therefore, the performance bonds in the following amounts may be released:

Phase 2, Map 1	\$59,327.88
Phase 2, Map 2	\$78,864.50
Phase 2, Map 4	\$71,552.65

Please let us know of any questions.

Sincerely,

LaBella Associates

Bonnie A. Fisher, PE
Project Manager

Attachment



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 20, 2022

Empire Communities
Nathaniel Petrie
8008 Corporate Center Dr.
Charlotte, NC 28226

SUBJECT: Inspection of Roadways inside Ph-3 Ph-2 & Ph 2 Map 4 of the Atherton Subdivision off NC 84 in Union County.

Dear Sirs:

This letter is to advise that this office has made a recent inspection of the roads under construction for Ph-3 (lots 46-54 and lots 86-106) & Ph-2 (lots 108-131) Ph 2 Map 4 (lots 55-85) of the Atherton Subdivision. These roads appear to be constructed in accordance with NCDOT standards with regards to subgrade, stone base, seeding and mulching, drainage, curb and gutter, the final layer of asphalt has been placed at this time. Also, the roadway profiles were found to be in accordance with NCDOT standards.

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

Sincerely,

A handwritten signature in blue ink that reads "Robert C. Weltner".

Robert Weltner
Engineering Specialist 1
Division 10 – District 3
704-218-5107

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
130 S. SUTHERLAND AVENUE
MONROE, NC 28112

Telephone: (704) 218-5100
Fax: (704) 292-1800
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
130 S. SUTHERLAND AVENUE
MONROE, NC 28112

Attachment 1



**TOWN OF WEDDINGTON
PROCLAMATION
P-2022-01**

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

WHEREAS, September 17, 2022, marks the two hundred thirty fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE I, Craig Horn, by virtue of the authority vested in me as Mayor of the Town of Weddington do hereby proclaim the week of September 17 through 23, 2022 as

CONSTITUTION WEEK

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this 8th day of August 2022.

D. Craig Horn, Mayor

Attest:

Karen Dewey, Town Administrator/Clerk

COMPREHENSIVE PLAN /
DOWNTOWN MASTER PLAN
REQUEST FOR PROPOSALS



Date Issued: TBD

Due Date: TBD



PROJECT SUMMARY

The Town of Weddington, North Carolina is seeking submittals from qualified planning professionals (individual firms or teams of consultants) for a new Comprehensive Plan. The Plan will serve as a regular reference guide for Town staff, officials, and partner organizations as they make decisions for the future of the community.

The Town is interested in firms that are capable of providing professional services including: research and analysis of historic, present, and future land use patterns; limited market analysis; mapping; creative and diverse methods of public engagement and community visioning; development of recommendations for successful plan implementation; and document preparation.

In conjunction with the comprehensive planning process, the Town would also like to develop a new Downtown Master Plan. The Town established a Downtown Overlay District in 2015 and adopted a few associated Land Use Plan policies. Since that time, little has occurred within the Overlay District; however, there has been discussion regarding the clarification of the location of the “Town Center” as well as possible expansion of the Overlay District. The new Downtown Master Plan should address these issues, develop design guidelines, and recommend specific implementation strategies. (See Page 4 for additional information.)

COMMUNITY INFORMATION

Located in northwest Union County and approximately 15 miles southeast of uptown Charlotte and 10 miles northwest of Monroe, the Town of Weddington is a thriving community of more than 13,000 residents. With its small downtown and access to big-city amenities, Weddington is one of the most highly desired locations in the Charlotte Metropolitan Statistical Area. As the popularity of Weddington has continued to grow, the Town has faced unprecedented development pressure. With municipal limits of approximately 17 square miles and greenfield rapidly dwindling, the Town is looking for strategies for managing growth, redeveloping where appropriate, and keeping the small-town rural charm that draws people to the community.



RELATED PLANNING EFFORTS

The Weddington Land Use Plan was most recently updated in mid-2019. While the revisions to the Plan addressed various issues, and relatively little time has passed, there have been dramatic changes in the world since then, and the needs of the Town and its citizens continue to evolve.

The Land Use Plan has been revised numerous times over the years with revisions being adopted four times between 2012 and 2019. The 2012 Plan served as a replacement to the 2002 Plan which was prepared by the Centralina Council of Governments, and which itself served as the replacement to the 1996 Plan written by the UNC Charlotte Urban Institute. Elements of these original plans may still be found in the Plan today.

It should be noted that the Urban Land Institute (ULI) prepared a Technical Assistance Program Report for the Town in July 2005. It is unclear as to how much, if any, of the recommendations of this report were ever incorporated into the Town's Land Use Plan.



KEY TOPIC AREAS

A successful Comprehensive Plan will include the following:

- As part of the existing conditions report the Consultant should conduct a limited market study for the Town. The market study should be used to link land use and development recommendations to existing and future market realities. What are the best opportunities for Weddington?
- There are several future transportation improvements planned in the Weddington area. The Consultant should examine these improvements, the extent of the potential impacts on the Town, and how the Town may best position itself to take advantage of these improvements, or what the Town should do to avoid unwanted development stemming from these improvements.
- The Town desires to be proactive in considering the future of sites along the NC-16 and NC-84 corridors. What type of development is likely in the coming years?
- The Town has concerns over maintaining its rural nature within the ever-growing expanse of the greater Charlotte region. How can the Town maintain its agricultural, historical, equestrian appearance along NC-16? How can this be incentivized, or how may the Town successfully disincentivize development in areas that it desires to remain rural?
- Because the Comprehensive Plan will serve as a regular reference guide for Town staff, officials, and partner organizations, it should include an implementation plan. Plan recommendations should identify short-term actions, long-term policy decisions, potential sources of funding, implementation mechanisms, and implementation partnership opportunities, where possible.



DOWNTOWN MASTER PLAN

In conjunction with the comprehensive planning process, the Town would like to develop a Downtown Master Plan. In 2015 the Town created a Downtown Overlay District along with associated Land Use Plan policies. While no development has occurred within the District since its creation, projects have been proposed, but have either been withdrawn or denied.

Additionally, there has been much discussion regarding an apparent inconsistency between the location of the “Town Center” and that of the District, as well as the possible expansion of the District. The new Downtown Master Plan should provide much needed clarification of this issue, as well as develop design guidelines, and recommend specific implementation strategies.

Key Topic Areas for the Downtown Plan:

- The Town has very limited land area zoned for commercial development, but has extensive commercial development (Blakeney, Rea Farms, Stonecrest, Village Commons, Waverly) in adjacent jurisdictions that serve the Town. Is the expansion of the District necessary? If so, then where should this occur, and how much is viable as neighborhood scale businesses serving the needs of our residents?
- As previously noted, the Town has very limited commercial development and what the Town does have has been in its current state since it was developed between 1994 and 2003. How can our commercial sites be reinvented? What form should that redevelopment take?
- Clearly establish both what is and what is not acceptable as commercial development.



REQUIRED SCOPE OF SERVICES

It is the Town's expectation that the selected consultant will fully lead this process. To achieve this goal, all expectations below must be identified within the consultant's proposal.

Phase 1

Organization and background research.

- Initial meeting with Town staff to review the project timeline, schedule meetings, and begin the process of data acquisition.
- Review all existing plans, maps, documents, data, and other materials relevant to the project.
- Conduct initial meetings with key elected and appointed officials, and steering committee.
- Present initial findings.

Phase 2

Develop and implement an extensive and innovative community engagement program that will provide input from community members of all ages and backgrounds. This should include a variety of workshops and participatory events of different types and sizes. Online community engagement software/tools may also be used to provide a well-rounded community engagement program. At a minimum, the community engagement program should address the following:

- Identification of stakeholder groups.
- Engagement strategies and activities geared to reaching all identified stakeholder groups.
- Timeline for community engagement activities.
- Communication methods for sharing information.
- Strategy for effective and consistent messaging across platforms and messengers.
- Meaningful involvement of lower-income and underrepresented populations.

Phase 3

- Develop Plan goals, objectives, and implementation strategies based on technical data and public input.
- Draft materials for review and comment by the Town.
- Analyze consistency of current Town ordinances and policies in relationship to the Plan goals and objectives.
- Prepare draft documents for public review and comment and present to the Planning Board and Town Council.
- Prepare final documents and present at all associated meetings for adoption of the Plan. (This will include a Planning Board meeting, and a public hearing before Town Council.) The Plan should be presented in a format and language that is user-friendly and easily understood by the general public.

PROJECT MANAGEMENT

The Consultant will manage the project and coordination of any subconsultants and all project activities, including meetings with staff and stakeholder groups. The Consultant will identify a project lead from their team to act as the direct point of contact for town staff.

Throughout the project, the Consultant will be responsible for the following:

- Creation of maps necessary for the project, including working maps and maps of potential and final preferred land use in ArcGIS format. (Existing town data layers will be provided to the Consultant as needed.)
- Electronic copies of all flyers, hand-outs, and other materials used to announce events and/or gather input from the community (in both pdf and native formats)
- Materials and partial staffing needed for community engagement activities. (Town staff will also be involved in engagement activities.)
- Creation of, and content for, any on-line engagement tools used for the project.
- A minimum of bi-weekly updates, primarily via e-mail or telephone/video and occasionally in-person, to update Town staff on project status, discuss issues, and review drafts.
- Periodic written status reports and limited status update presentations may also be required to the Planning Board and Town Council.

TIMELINE

Issue RFP:	September 1, 2022
Responses Due:	September 30, 2022
Evaluation of Responses:	October 3-14, 2022
Interviews:	October 18-28, 2022
Town Council Action:	November 14, 2022
Project Kick-Off:	December 2022

It is anticipated that the project duration will be approximately 12 months from the time a contract is awarded to the Consultant to the presentation of a draft Plan for adoption by the Town Council. Responses should include any recommended deviations from this approximate timeline.

SUBMITTAL INSTRUCTIONS

Submit an electronic copy of the proposal in PDF format to both Karen Dewey, Town Administrator, (kdewey@townofweddington.com) and Robert Tefft, Town Planner, (rtefft@townofweddington.com). All responses must be received by 4:00 pm on Friday, September 30, 2022. Questions should be directed to Robert Tefft.

Responses should be limited to a maximum of 20 pages, not including resumes. Responses exceeding 20 pages may be removed from consideration. Examples should be provided via web links.

Responses must include the information listed below:

1. Cover letter.
2. Qualifications: A description of the firm with emphasis on work related to Comprehensive Plans (and/or Downtown Master Plans) for towns of similar size. A list of recent projects (with links to completed plans) on which principal staff have worked and description of their responsibilities. For the key project team members (Project Manager and Key Project Staff), include the following information:
 - Professional background, experience on similar projects and years of experience;
 - Primary office location; and
 - Role each individual will take on the project.
3. Statement of Project Approach, including the following information:
 - Overall approach to the project;
 - Scope of work;
 - Project schedule; and
 - Innovative community engagement.
4. Detailed outline of Consultant's management plan, including proposed staff, availability, roles/responsibilities.
5. If the team includes subconsultants, a detailed explanation of the responsibilities of each firm.
6. Project references, with names and phone numbers of contact persons.
7. Consultant's expectations of the Town, including a brief description of the services and tasks that the Consultant would expect the Town to provide.
8. Provide firm's current rate sheet along with a proposed cost to complete this project based on your understanding of the RFP. The cost should be broken down into the sub-projects (such as the market study and Downtown Master Plan if proposed as a part of this project) and should include expenses (printing, travel, etc.).

**TOWN OF WEDDINGTON
BALANCE SHEET AS OF 7/31/22**

Account Id	Account Description	2023
Assets		
10-1120-000	SOUTH STATE CHECKING ACCOUNT	2,007,065.45
10-1120-001	TRINITY MONEY MARKET	0.00
10-1120-002	CITIZENS SOUTH CD'S	0.00
10-1130-000	BB&T/TRUIST CHECKING	1,681,342.31
10-1130-001	BB&T/TRUIST MONEY MARKET	250,011.05
10-1140-000	WACHOVIA	0.00
10-1170-000	NC CASH MGMT TRUST	559,707.00
10-1205-000	A/R OTHER	0.00
10-1211-001	A/R PROPERTY TAX	19,874.01
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	-5,348.57
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	3,554.79
10-1213-000	A/R PROPERTY TAX INTEREST RECEIVABL	2,222.98
10-1214-000	PREPAID ASSETS	0.00
10-1215-000	A/R INTERGOVT-LOCAL OPTION SALES TX	0.00
10-1216-000	A/R INTERGOVT - MOTOR VEHICLE TAXES	-9,282.96
10-1217-000	A/R INTERGOVT	0.00
10-1232-000	SALES TAX RECEIVABLE	670.89
10-1240-000	INVESTMENT INCOME RECEIVABLE	0.00
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,425,183.33
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	9,651.96
10-1610-003	FIXED ASSETS - EQUIPMENT	17,747.14
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.00
10-1610-005	FIXED ASSETS - COMPUTERS	10,155.51
10-1610-006	FIXED ASSETS - COMPUTER SOFTWARE	182,994.00
	Total Assets	7,182,399.89
Liabilities & Fund Balance		
10-2110-000	ACCOUNTS PAYABLE	0.00
10-2115-000	ACCOUNTS PAYABLE ACCRUAL	0.00
10-2116-000	CUSTOMER REFUNDS	1,419.02
10-2120-000	BOND DEPOSIT PAYABLE	75,002.25
10-2151-000	FICA TAXES PAYABLE	2,782.70
10-2152-000	FEDERAL TAXES PAYABLE	564.57
10-2153-000	STATE W/H TAXES PAYABLE	444.00
10-2154-001	NC RETIREMENT PAYABLE	3,575.04
10-2155-000	HEALTH INSURANCE PAYABLE	1,126.50
10-2156-000	LIFE INSURANCE PAYABLE	16.00
10-2157-000	401K PAYABLE	444.69
10-2200-000	ENCUMBRANCES	0.00
10-2210-000	RESERVE FOR ENCUMBRANCES	0.00
10-2605-000	DEFERRED REVENUES- TAX INTEREST	2,217.91
10-2620-000	DEFERRED REVENUE - DELQ TAXES	-5,348.57
10-2625-000	DEFERRED REVENUE - CURR YR TAX	19,874.01
10-2630-000	DEFERRED REVENUE-NEXT 8	3,554.79
	Total Liabilities	105,672.91
10-2640-001	FUND BALANCE - UNASSIGNED	3,131,556.46
10-2640-002	FUND BALANCE - RESERVE WATER/SEWER	0.00
10-2640-003	FUND BALANCE-ASSIGNED	820,000.00
10-2640-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,672,582.94
10-2640-005	CURRENT YEAR EQUITY YTD	700,619.56
	Total	7,324,758.96
	Revenue	-13,061.61
	Less Expenses	234,970.31
	Net	-248,031.92
	Total Fund Balance	7,076,727.04
	Total Liabilities & Fund Balance	7,182,399.95

Statement of Revenue and Expenditures - Operating

Revenue Account Range: First to Last

Include Non-Anticipated: Yes

Year To Date As Of: 07/31/22

Expend Account Range: First to Last

Include Non-Budget: No

Current Period: 07/01/22 to 07/31/22

Print Zero YTD Activity: No

Prior Year: 07/01/21 to 07/31/21

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
10-3101-110	AD VALOREM TAX - CURRENT	\$161.48	\$1,400,000.00	-\$545.02	-\$545.02	-\$1,400,545.02	-0%
10-3102-110	AD VALOREM TAX - 1ST PRIOR YR	\$0.00	\$2,500.00	\$6,758.42	\$6,758.42	\$4,258.42	270%
10-3103-110	AD VALOREM TAX - NEXT 8 YRS PRIOR	\$0.00	\$2,250.00	\$112.18	\$112.18	-\$2,137.82	5%
10-3110-121	AD VALOREM TAX - MOTOR VEH CURRENT	\$0.00	\$110,000.00	-\$20,108.38	-\$20,108.38	-\$130,108.38	-18%
10-3115-180	TAX INTEREST	\$9.57	\$2,250.00	\$400.27	\$400.27	-\$1,849.73	18%
10-3231-220	LOCAL OPTION SALES TAX REV - ART 39	\$0.00	\$540,000.00	\$0.00	\$0.00	-\$540,000.00	0%
10-3322-220	BEER & WINE TAX	\$0.00	\$45,000.00	\$0.00	\$0.00	-\$45,000.00	0%
10-3324-220	UTILITY FRANCHISE TAX	\$0.00	\$457,500.00	\$0.00	\$0.00	-\$457,500.00	0%
10-3329-220	ARPA FEDERAL FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-3340-400	ZONING & PERMIT FEES	\$3,532.50	\$10,000.00	\$0.00	\$0.00	-\$10,000.00	0%
10-3350-400	SUBDIVISION FEES	\$0.00	\$10,000.00	\$0.00	\$0.00	-\$10,000.00	0%
10-3360-400	STORMWATER EROSION CONTROL FEES	\$0.00	\$10,000.00	\$0.00	\$0.00	-\$10,000.00	0%
10-3830-891	MISCELLANEOUS REVENUES	\$104.00	\$1,000.00	\$318.80	\$318.80	-\$681.20	32%
10-3831-491	INVESTMENT INCOME	\$0.00	\$1,000.00	\$2.12	\$2.12	-\$997.88	0%
General Fund Revenue Total		\$3,807.55	\$2,591,500.00	-\$13,061.61	-\$13,061.61	-\$2,604,561.61	-1%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Expd</u>
10-4110-000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-120	FIRE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-126	FIRE DEPT SUBSIDIES	\$65,316.50	\$817,675.00	\$66,785.42	\$66,785.42	\$0.00	\$750,889.58	8%
10-4110-127	FIRE DEPARTMENT BLDG/MAINTENANCE	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
10-4110-150	POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-155	POLICE PROTECTION	\$79,309.80	\$334,775.00	\$83,961.23	\$83,961.23	\$0.00	\$250,813.77	25%
10-4110-160	EVENT PUBLIC SAFETY	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%
10-4110-180	GOVERNING BOARD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-190	LEGAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-192	ATTORNEY FEES - GENERAL	\$0.00	\$67,500.00	\$0.00	\$0.00	\$0.00	\$67,500.00	0%

Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-4110-193	ATTORNEY FEES - LITIGATION	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%
10-4110-320	OTHER GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-330	ELECTION EXPENSE	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0%
10-4110-340	PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-342	HOLIDAY/TREE LIGHTING	\$464.50	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0%
10-4110-343	SPRING EVENT	\$0.00	\$10,175.00	\$0.00	\$0.00	\$0.00	\$10,175.00	0%
10-4110-344	OTHER COMMUNITY EVENTS	\$0.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00	0%
	4110 Total	\$145,090.80	\$1,258,875.00	\$150,746.65	\$150,746.65	\$0.00	\$1,108,128.35	12%
10-4120-000	ADMINISTRATIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-120	SALARIES & EMPLOYEE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-121	SALARIES - CLERK	\$3,769.77	\$54,000.00	\$4,023.81	\$4,023.81	\$0.00	\$49,976.19	7%
10-4120-123	SALARIES - TAX COLLECTOR	\$4,247.74	\$53,000.00	\$4,058.39	\$4,058.39	\$0.00	\$48,941.61	8%
10-4120-124	SALARIES - FINANCE OFFICER	\$1,326.90	\$14,175.00	\$1,044.90	\$1,044.90	\$0.00	\$13,130.10	7%
10-4120-125	SALARIES - MAYOR & TOWN COUNCIL	\$2,100.00	\$25,200.00	\$2,100.00	\$2,100.00	\$0.00	\$23,100.00	8%
10-4120-181	FICA EXPENSE	\$875.50	\$11,500.00	\$858.88	\$858.88	\$0.00	\$10,641.12	7%
10-4120-182	EMPLOYEE RETIREMENT	\$1,274.70	\$21,750.00	\$1,632.61	\$1,632.61	\$0.00	\$20,117.39	8%
10-4120-183	EMPLOYEE INSURANCE	\$1,156.00	\$14,590.00	\$1,160.00	\$1,160.00	\$0.00	\$13,430.00	8%
10-4120-184	EMPLOYEE LIFE INSURANCE	\$13.72	\$200.00	\$16.00	\$16.00	\$0.00	\$184.00	8%
10-4120-185	EMPLOYEE S-T DISABILITY	\$13.00	\$175.00	\$13.00	\$13.00	\$0.00	\$162.00	7%
10-4120-190	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-191	AUDIT FEES	\$0.00	\$8,750.00	\$0.00	\$0.00	\$0.00	\$8,750.00	0%
10-4120-193	CONTRACT LABOR	-\$9,490.00	\$51,500.00	\$6,030.26	\$6,030.26	\$0.00	\$45,469.74	12%
10-4120-200	OTHER ADMINISTRATIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-205	OFFICE SUPPLIES - ADMIN	\$0.00	\$9,000.00	\$98.41	\$98.41	\$0.00	\$8,901.59	1%
10-4120-210	PLANNING CONFERENCE	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0%
10-4120-321	TELEPHONE - ADMIN	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-4120-325	POSTAGE - ADMIN	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%
10-4120-331	UTILITIES - ADMIN	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%
10-4120-351	REPAIRS & MAINTENANCE - BUILDING	\$0.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0%
10-4120-352	REPAIRS & MAINTENANCE - EQUIPMENT	\$8,984.60	\$72,450.00	\$18,090.59	\$18,090.59	\$0.00	\$54,359.41	25%

Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	-\$200.00	\$102,500.00	\$4,095.00	\$4,095.00	\$0.00	\$98,405.00	4%
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	\$500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0%
10-4120-370	ADVERTISING - ADMIN	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
10-4120-397	TAX LISTING & TAX COLLECTION FEES	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-4120-400	ADMINISTRATIVE:TRAINING	\$0.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0%
10-4120-410	ADMINISTRATIVE:TRAVEL	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%
10-4120-450	INSURANCE	\$0.00	\$16,500.00	\$16,436.45	\$16,436.45	\$0.00	\$63.55	100%
10-4120-491	DUES & SUBSCRIPTIONS	\$12,681.00	\$25,000.00	\$12,996.00	\$12,996.00	\$0.00	\$12,004.00	52%
10-4120-498	GIFTS & AWARDS	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-4120-499	MISCELLANEOUS	\$326.02	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00	0%
10-4120-500	CAPITAL EXPENDITURES	\$0.00	\$19,500.00	\$0.00	\$0.00	\$0.00	\$19,500.00	0%
10-4120-600	CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	4120 Total	\$27,578.95	\$552,540.00	\$72,654.30	\$72,654.30	\$0.00	\$479,885.70	13%
10-4130-000	ECONOMIC & PHYSICAL DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-120	SALARIES & EMPLOYEE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-121	SALARIES - ZONING ADMINISTRATOR	\$0.00	\$82,500.00	\$6,875.00	\$6,875.00	\$0.00	\$75,625.00	8%
10-4130-122	SALARIES - ASST ZONING ADMINISTRATR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	\$3,057.22	\$24,000.00	\$1,592.33	\$1,592.33	\$0.00	\$22,407.67	7%
10-4130-124	SALARIES - PLANNING BOARD	\$325.00	\$5,150.00	\$200.00	\$200.00	\$0.00	\$4,950.00	4%
10-4130-125	SALARIES - SIGN REMOVAL	\$222.74	\$7,500.00	\$315.00	\$315.00	\$0.00	\$7,185.00	4%
10-4130-181	FICA EXPENSE - P&Z	\$275.80	\$9,000.00	\$532.47	\$532.47	\$0.00	\$8,467.53	6%
10-4130-182	EMPLOYEE RETIREMENT - P&Z	\$557.94	\$17,000.00	\$1,045.00	\$1,045.00	\$0.00	\$15,955.00	6%
10-4130-183	EMPLOYEE INSURANCE	\$1,156.00	\$14,635.00	\$970.00	\$970.00	\$0.00	\$13,665.00	7%
10-4130-184	EMPLOYEE LIFE INSURANCE	\$0.00	\$375.00	\$26.56	\$26.56	\$0.00	\$348.44	7%
10-4130-185	EMPLOYEE S-T DISABILITY	\$13.00	\$175.00	\$13.00	\$13.00	\$0.00	\$162.00	7%
10-4130-190	CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-192	CONSULTING STORMWATER CONTROL	\$0.00	\$84,000.00	\$0.00	\$0.00	\$0.00	\$84,000.00	0%
10-4130-193	CONSULTING	-\$2,358.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0%
10-4130-194	CONSULTING - COG	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%

Statement of Revenue and Expenditures - Operating

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Expd</u>
10-4130-200	OTHER PLANNING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-201	OFFICE SUPPLIES - PLANNING & ZONING	\$0.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0%
10-4130-202	ZONING SPECIFIC OFFICE SUPPLIES	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%
10-4130-215	HISTORIC PRESERVATION	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0%
10-4130-220	INFRASTRUCTURE	\$0.00	\$445,000.00	\$0.00	\$0.00	\$0.00	\$445,000.00	0%
10-4130-321	TELEPHONE - PLANNING & ZONING	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-4130-325	POSTAGE - PLANNING & ZONING	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%
10-4130-331	UTILITIES - PLANNING & ZONING	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%
10-4130-370	ADVERTISING - PLANNING & ZONING	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
	4130 Total	\$3,249.70	\$780,085.00	\$11,569.36	\$11,569.36	\$0.00	\$768,515.64	1%
	General Fund Expend Total	\$175,919.45	\$2,591,500.00	\$234,970.31	\$234,970.31	\$0.00	\$2,356,529.69	9%

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General Fund

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$3,807.55	-\$13,061.61	-\$13,061.61
Expended:	\$175,919.45	\$234,970.31	\$234,970.31
Net Income:	-\$172,111.90	-\$248,031.92	-\$248,031.92

Grand Totals

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$3,807.55	-\$13,061.61	-\$13,061.61
Expended:	\$175,919.45	\$234,970.31	\$234,970.31
Net Income:	-\$172,111.90	-\$248,031.92	-\$248,031.92

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

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: August 8, 2022

SUBJECT: Monthly Report–July 2022

Transactions:	
Interest Charges	\$96.07
Overpayments	\$(545.45)
Balance Adjustments	\$(36.49)
Refunds	\$877.46
Taxes Collected:	
2013-2020	\$(122.57)
2021	\$(7480.31)
As of July 31, 2022; the following taxes remain Outstanding:	
2011	\$52.18
2012	\$254.13
2013	\$273.59
2014	\$264.24
2015	\$616.75
2016	\$420.14
2017	\$799.69
2018	\$796.36
2019	\$1471.52
2020	\$1444.76
2021	\$13,909.85
Total Outstanding:	\$20,303.21