



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JULY 8, 2024 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104
AGENDA**

1. Call to Order
2. Determination of Quorum
3. Pledge of Allegiance
4. Additions, Deletions and/or Adoption of the Agenda
5. Conflict of Interest Statement: *In accordance with state law, 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.*
6. Mayor/Councilmember Reports
7. Public Comments
8. Public Safety Report
9. Pre Application Presentation from Jack Paton and Chip McGee
10. Consent Agenda
 - A. Approve June 3, 2024 Town Council Regular Meeting Minutes
 - B. Approve UCLF Grant Agreement in an amount not to exceed \$75,000
 - C. Approve NCDOT Agreement for installation of Forest Lawn and Antioch Church Intersection traffic signal in an amount not to exceed \$75,000
 - D. Authorize Tax Collector to Collect 2024 Real Property Taxes
 - E. Authorize Tax Collector to Charge of 2013 Property Taxes.
11. Old Business
12. New Business
 - A. Approval of Proclamation P-2024-02 to Proclaim July as Disability Inclusion Month
 - B. Text Amendment 2024-02 An Ordinance of the Town of Weddington amending the Unified Development Ordinance by amending section D-917C; Specific Requirements for Non-Residential Development, to correct an inconsistency with stormwater requirements; amending Section D-917D, Supplemental Requirements for Certain Uses, to correct an inconsistency with stormwater requirements; certifying consistency with the Town's Land Use Plan and proper advertisement; providing for severability and providing an effective date.
 - i. Public Hearing
 - ii. Discussion and Possible Consideration
 - C. Discussion and Possible Consideration of Text Amendment 2024-02 An Ordinance of the Town of Weddington amending the Unified Development Ordinance by amending Section D-607C; Weddington Specific Process Steps for Legislative Decisions, to require

a second mandatory Community Meeting for projects considering a major change and its enforcement by the Zoning Administrator thereto; certifying consistency with the Town's Land Use Plan and proper advertisement; providing for severability and providing an effective date.

- i. Public Hearing
- ii. Discussion and Possible Consideration

13. Code Enforcement Report
14. Update from Finance Officer and Tax Collector
15. Updates from Town Planner and Town Administrator
16. Transportation Report
17. Council Comments
18. Adjournment

Agenda Item 8. Public Safety Report

Weddington

6/2024

UCR Code	Description	Date of Report	Incident ID	
11D				
11D	SEXUAL ACT SUBST PARENT/CUSTODIAN	6/8/24	202404535	
			Total:	1
13B				
13B	SIMPLE AFFRAY	6/3/24	202404382	
13B	SIMPLE AFFRAY	6/5/24	202404456	
			Total:	2
13C				
13C	COMMUNICATING THREATS	6/28/24	202405032	
			Total:	1
220				
220	BREAKING/ENTERING-FELONY	6/5/24	202404464	
			Total:	1
26A				
26A	IDENTITY THEFT	6/17/24	202404749	
26A	OBTAINING PROPERTY BY FALSE PRETENSES	6/21/24	202404867	
			Total:	2
290				
290	INJURY TO PERSONAL PROPERTY	6/20/24	202404823	
			Total:	1
90D				
90D	DRIVING WHILE IMPAIRED	6/15/24	202404706	
			Total:	1
90Z				
90Z	LITTERING	6/1/24	202404343	
			Total:	1
999				
999	ANIMAL NUISANCE	6/3/24	202404383	
999	ANIMAL NUISANCE	6/3/24	202404386	
999	ACCIDENT NO VISIBLE INJURY	6/7/24	202404472	
999	INVESTIGATION	6/6/24	202404491	
999	OVERDOSE	6/7/24	202404494	
999	INVESTIGATION	6/7/24	202404515	
999	ANIMAL CALL BITE	6/10/24	202404558	
999	HIT & RUN ACCIDENT-PP OR PVA	6/11/24	202404592	
999	ACCIDENT NO VISIBLE INJURY	6/11/24	202404597	
999	ACCIDENT NO VISIBLE INJURY	6/11/24	202404604	
999	NO OPERATORS LICENSE	6/15/24	202404706	
999	SPEEDING	6/15/24	202404706	
999	NO LIABILITY INSURANCE	6/15/24	202404706	

Weddington

6/2024

UCR Code	Description	Date of Report	Incident ID
999	INVESTIGATION	6/16/24	202404726
999	ACCIDENT NO VISIBLE INJURY	6/18/24	202404775
999	LOST PROPERTY	6/18/24	202404777
999	INVESTIGATION	6/18/24	202404784
999	ACCIDENT POSSIBLE INJURY	6/19/24	202404793
999	ACCIDENT NO VISIBLE INJURY	6/19/24	202404802
999	ANIMAL CALL	6/19/24	202404814
999	ACCIDENT NO VISIBLE INJURY	6/20/24	202404835
999	ACCIDENT POSSIBLE INJURY	6/21/24	202404857
999	ANIMAL CALL	6/24/24	202404928
999	ACCIDENT NO VISIBLE INJURY	6/25/24	202404963
999	INVESTIGATION	6/25/24	202404974
999	ACCIDENT NO VISIBLE INJURY	6/27/24	202405019
999	DWLR NON IMPAIRED REV	6/29/24	202405070
999	WELL BEING CHECK	6/29/24	202405079
			Total:
			28

Monthly Crime Total

38

Agenda Item 9 Consent Agenda



**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JUNE 3, 2024 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
PAGE 1 OF 8**

1. Call to Order

Mayor Bell called the meeting to order at 7:00 p.m.

2. Determination of Quorum

Quorum was determined with all councilmembers present: Mayor Jim Bell, Mayor Pro Tem Tom Smith, Councilmembers Brannon Howie, Jeff Perryman, and Darcey Ladner

Staff: Town Planner Greg Gordos, Finance Officer Leslie Gaylord; Town Attorney, Karen Wolter

Visitors: Gayle Butler, Kim Topalian, Walton Hogan, Liz Holtey, Chad Emerine, Melissa Emerine, Bill Deter, Wendy Shaw, Rusty Setzer, Joyce Plyler, Christopher Neve, Sheila Allen, John Allen, Linda Manus, Rich Watson

3. Pledge of Allegiance

Council led the Pledge of Allegiance.

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

Ms. Gaylord asked to amend the agenda to remove 13. Update from Finance Officer and Tax Collector as reports are not ready because the meeting is being led earlier in the month than usual.

Motion: Mayor Pro Tem Smith made a motion to adopt the agenda as amended.

Vote: The motion passed with a unanimous vote.

5. 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.*

Mayor Bell read the Conflict of Interest Statement. No Councilmembers had a conflict of interest.

6. Mayor/Councilmember Reports

Councilmember Perryman stated his appreciation for those that came out to the CRTPO presentation at the May WUMA meeting. The next meeting will be held in Marvin on June 27th at 4:00 p.m.

Councilmember Ladner reported on the TreesUnion board meeting. She is serving as secretary. The July meeting will be held on the 16th at 6 p.m. in Wesley Chapel.

7. Public Comments

Kim Topalian 130 Bluebird Lane: Ms. Topalian commented on adding public comments at planning board meetings. She asked the town attorney to cite statutes when giving legal advice.

Walton Hogan 5009 Laurel Grove Lane: Mr. Hogan commented on the merits of adding public comments at planning board meetings.

Chad Emerine 953 Eagle Road: Mr. Emerine thanked the council for their work on the Land Use Plan. He commented on the yield plan submitted with the Deal Lake RCD Application. He asked Council to instruct staff to inform Toll Brothers to start over with the process.

Wendy Shaw 6733 Weddington Matthews Road: Ms. Shaw commented on the lack of communication from town hall regarding her concerns over development on a neighboring parcel.

Joyce Plyler 1046 Bromley Drive: Ms. Plyler commented on the inaccuracy of the equation used to project population and grammatical errors in land use plan. She also commented on adding public comments at the planning board meetings.

Christopher Neve 110 Chasestone Court: Mr. Neve commented on the budget and how to retain the new lower tax rate with proposed changes, for example adding two night-time deputies and park development. He commented on how the changes will be worked into the budget and how taxes will be affected down the road.

8. Public Safety Report

Deputy Wrenn gave the Public Safety Report:

- There has been a dramatic spike in calls
- Deputies are working with the highway patrol and Union County on traffic saturation.
- Reach out with any concerns or with a radar trailer request
- More traffic saturation exercises will be conducted. He plans one or two a month.
- Deputies have seen more complaints about motorcycles lately. There are different rules for chasing motorcycles.

9. Consent Agenda

- A. Approve April 29, 2024 Town Council Special Meeting Minutes**
- B. Approve May 13, 2024 Town Council Regular Meeting Minutes**
- C. Approve FY 2023-2024 Budget Amendment**
- D. Approve FY 2023-2024 Audit Contract with Ann Craven, CPA, PLLC for an amount not to exceed \$10,800.**

Motion: Mayor Pro Tem Smith made a motion to approve the Consent Agenda as presented.

Vote: The motion passed with a unanimous vote.

10. Old Business

A. Fiscal Year 2024-2025 Budget

Mayor Bell opened the public hearing at 7:28 p.m.

i. Public Hearing

No residents signed up to speak

Mayor Bell closed public hearing at 7:28 p.m.

ii. Discussion and Possible Consideration of Fiscal Year 2024-2025 Proposed Budget Ordinance and Set the Tax Rate

Motion: Mayor Pro Tem Smith made a motion to approve the FY 2024-2025 Proposed Budget Ordinance.

Mayor Bell opened the floor for discussion. He led with the topic of adding additional deputies. Councilmember Perryman commented that having extra deputies is like insurance. He stated this can be reviewed and if the call volume doesn't show a need, the extra deputies can be pared back. Councilmember Perryman agrees that the money should be appropriated, and the town should give it a shot to see its effect.

Mayor Pro Tem Smith stated that having full-time deputies in town is a service of the government. Weddington has expensive houses and are targets to the ne'er do wells that come down from Charlotte. He stated it is the responsibility of the town to cover the deputy situation and he is in favor of it being in the budget and for approving a contract.

Councilmember Ladner stated that she is in favor of the appropriation for extra deputies being in the budget.

Councilmember Howie stated that the council has the choice and the means to protect the citizens and provide 24-hour coverage. With the lowering of the tax rate, the town can provide the coverage.

Mayor Bell asked Ms. Gaylord if this will affect the tax rate.

Ms. Gaylord responded that the money is in the budget to do it and currently the town is generating enough income. The reduction of the fire service made funds available.

Mayor Bell stated that the town wants Deputy Wrenn to remain in the Administrative Deputy roll. He said he looked into Mecklenburg County crime statistics and compared to Union County. Adding the deputies will help keep the crime rate lower.

Mayor Pro Tem Smith commented that the funds are in the budget. The lower tax rate will affect the other taxes received from the state.

Vote: The motion passed with a unanimous vote.

Ms. Gaylord asked if the motion approved the tax rate. Ms. Wolter asked council to make a separate motion to clarify the tax rate.

Motion: Mayor Pro Tem made a motion to set the tax rate at \$0.025 per \$100 assessed valuation.

Vote: The motion passed with a unanimous vote.

Council directed staff to talk to the Union County Sheriff's Office about additional deputy contracting.

B. Discussion and Possible Consideration of Comprehensive Land Use Plan and Downtown Master Plan

Mayor Bell commented dropping the Town Center/Downtown Master Plan and changes in the Comprehensive Plan referring to the downtown plan.

Councilmember Ladner commented on the confusion over the lup and the DMP.

Mayor Pro Tem Smith commented on getting rid of the Town Center Plan and deleting section 5 in the land use goals. Deleting it doesn't restrict the town.

Councilmember Perryman agreed

Councilmember Howie agreed. There has been confusion with the different iterations. She agreed with eliminating goal 5 to help eliminate confusion.

Council discussed addition of tree canopy protection to land use plan or UDO. Ms. Wolter advised that the town can create a separate tree protection plan.

Mayor Pro Tem Smith discussed additional concerns with the Comprehensive Land Use Plan.

- Agriculture as a Future Land Use. Ms. Wolter commented that it only applies to Future Land Use. Generally, this is a plan and not direct zoning. This refers to goals and policies. Currently everything is zoned conditional.
- Land Use 1.1B wants "buildable land" included in traditional residential subdivisions.
- Add Land Use 1.5 to clearly define or exclude what is not buildable: Developable Land: Developable land excludes: Wetlands, Submerged Lands, Steep Slopes >25%, Floodways, the 100-year Flood Plain, lands under High Voltage Power Lines (conducting 69 kilowatts or more) and any Environmentally Sensitive Area the Town has so designated.

Council discussed concerns. Ms. Wolter confirmed the amendments that Council discussed and advised that Council can approve the Plan as presented with proposed amendments. Council confirmed need for edit on the paragraph under “Housing Trends” on page 28.

Motion: Mayor Pro Tem Smith made a motion to approve the Comprehensive Land Use Plan with the following amendments:
Eliminate: Land Use Goal 5
Add: To Land Use Goal 1.1B “buildable land” after 40,000 sq. feet.
Add: Land Use Goal 1.5 Developable Land: Developable land excludes: Wetlands, Submerged Lands, Steep Slopes >25%, Floodways, the 100-year Flood Plain, lands under High Voltage Power Lines (conducting 69 kilowatts or more) and any Environmentally Sensitive Area the Town has so designated.
Edit grammatical error on page 28-Housing Trends

Councilmember Howie asked where the language for Developable Land came from. Mayor Pro Tem responded that it came from the UDO.
Mayor Pro Tem Smith commented on the public comments made about the projected population that the original estimates were scaled back.

Vote: The motion passed with the unanimous vote

Motion: Councilmember Perryman made a motion to not adopt the Town Center/Downtown Master Plan presented.

Vote: The motion passed with a unanimous vote.

C. Discussion of Amending the Planning Board Rules of Procedure to add Public Comments to Regular Planning Board Meetings

Mayor Bell asked council to discuss: 1. Public comments for Planning Board Meetings, 2. Adding a 2nd mandatory community meeting with Council for Applicants. 3. Require a second community meeting in the event of a major change in what the developer presents at the first community meeting,

Ms. Wolter stated the goal would be to provide an early “no” to developers on the project presented. Not that Council would vote no, but that to comment on the plan that is presented, and to express your concerns in an open format, before the developer has spent a lot of money.

Councilmember Perryman agreed with adding public comments to the planning board agenda and he would like to see #2 and #3 combined. After the Community Meeting, ask the developer to make a presentation of their proposed plan to the Council. Any noted changes, found by the Planner, in what was presented at the community meeting, the developer will be asked to hold a second community meeting, amending the plan according to the feedback received from the public and Council members.

Mr. Gordos commented that major and minor changes are usually defined under zoning codes. Minor changes can be reviewed and approved administratively by the Planner. A major change,

such as an increase in density, decreasing in landscaping, increases in road size or surface as defined in the UDO.

Mayor Pro Tem Smith asked if there would be a trigger to send the developer back to a second community meeting, for major changes in their presentation, so that a council meeting between the community meeting and the Planning Board isn't necessary.

Council discussed merits of different meeting settings and triggers for additional meetings.

Motion: Councilmember Ladner made a motion to approve the amended Planning Board Rules of Procedure to add Public Comments.

Councilmember Howie stated that she prefers the extra community meeting trigger over the Planning Board public comments.

Mayor Pro Tem Smith asked if text should be included regarding the extending public comment period at the chairman's discretion. Ms. Wolter stated that the chairman has that authority without it being spelled out in the Rules of Procedure.

Vote: The motion passed with a 3-1 vote. Mayor Pro Tem Smith, Council members Ladner and Perryman voted in favor, Councilmember Howie voted against.

Council directed Staff to draft text amendments to add the extra community meeting for major changes in development application and an extra public comment and presentation to Council after a community meeting before it is presented to the Planning Board.

11. New Business

No New Business to discuss.

12. Code Enforcement Report

Mr. Gordos reported that there has been an increase in activity, but it's too early in the month for a formal report. Mayor Bell asked if there were enforcement measures in place. Ms. Wolter confirmed that the Town has enforcement measures assigned by the state statutes

~~13. Update from Finance Officer and Tax Collector~~

13. Updates from Town Planner and Town Administrator

Mr. Gordos gave a planning update

- **Deal Lake Subdivision**
93-lot conservation subdivision
Site Walk/ Charette: 11/28/23
Community Meeting: 5/2/24
Planning Board: TBD

Rea/ Providence Subdivision

Conventional subdivision, 56 lots
Sketch Plan reviewed; TIA under review
Planning Board: tent. 6/24/24

- **Ennis Road Subdivision**

Conventional subdivision, 14 lots
Planning Board: TBD

- **7112 New Town Road**

Prop. Land Use: Churches, Synagogues and Other Places of Worship
Community Meeting: 5/22/24
Planning Board: TBD

- **13700 Providence Road**

2 additional buildings, MX (CD) zoning
TIA submittal under review
Community Meeting: 6/10/24

Councilmember Howie asked what the zoning for the proposed buildings at 13700 Providence Road is. Mr. Gordos responded that it is zoned mixed use and will remain zoned as that.

14. Transportation Report

No transportation report.

15. Council Comments

Councilmember Ladner: Thanked the Flags for heroes for the flags around Town Hall over the Memorial Day Weekend.

Councilmember Howie: I echo Darcey, that is such a wonderful look. Thank you to whoever puts those out. Thank you to staff for your dedication to the town.

Mayor Pro Tem Smith: The flags are from the Waxhaw Weddington Rotary Club. By July 4 we are hoping to have 30-40 more flags on the lawn. It will turn into a fundraiser for the Queen City Honor Flight. I helped put those flags out. It was rewarding to put them up and take them down.

Councilmember Perryman: Thanks to everybody for being here tonight. It's nice to have a full room. Thanks to town staff for all you do. We have the best in the state.

Mayor Bell: Thanks to everybody for coming out and staying late and letting us hammer through some of this stuff We are trying to put up some guardrails and protect what we are doing and make some solid changes going forward. I appreciate you guys hanging in there. By the way, next week the streaming equipment will be installed and by next month we should have it up and Kim won't have to come out and video it. Keep the emails coming, it helps to have resident input.

16. Adjournment

Motion: Mayor Pro Tem Smith made a motion to adjourn the June 3, 2024 Regular Town Council Meeting at 8:48 p.m.

Vote: The motion passed with a unanimous vote.

Approved: _____

Jim Bell, Mayor

Karen Dewey, Town Administrator/Clerk

DRAFT



MEMORANDUM

TO: Mayor and Town Council
FROM: Karen Dewey, Town Administrator/Clerk
DATE: July 8, 2024
SUBJECT: Union County Library Foundation Grant Agreement

In April 2024, Council approved a Grant Application from the Union County Library Foundation for the amount of \$75,000 for an outdoor experiential learning space. Staff requests Council approval to move forward with the execution of the grant agreement with the Union County Library Foundation.

Attached: Grant agreement



CAPITAL IMPROVMENT GRANT AGREEMENT FOR
Union County Library Foundation

This Capital Improvement Grant Agreement (the “Grant Agreement”) entered into on this _____ of _____, 20__ by and between TOWN OF WEDDINGTON, a North Carolina municipal corporation (“Town”), and the following Grantee, Union County Library Foundation, a North Carolina non-profit corporation (“Grantee”).

WHEREAS, Town is authorized, pursuant to NCGS §160A – 209 (b)(20) levy taxes on property for the purpose of establishing and maintaining public libraries; and

WHEREAS, Town is authorized, pursuant to §160A- 20.1 to contract with and appropriate money to Grantee in order to carry out the public purpose of establishing and maintaining a public library that benefits the citizens of Weddington; and

WHEREAS, Grantee was established in 1988 and serves as the capital fundraising group for Union County Libraries and is chartered to receive, hold, invest, and expend funds for the purpose of purchasing, building, or improving facilities designed to enhance library services for Union County residents; and

WHEREAS, the Grantee seeks funding for an outdoor programming space for the new Southwest Regional Library as shown on the plans hereto and incorporated herein as **Exhibit A** (the “Project”); and

WHEREAS, Grantee has applied to the Town for a Capital Improvement Grant for the Project for the Town’s fiscal year 2024-2025 by completing the Capital Improvement Grant Application attached hereto and incorporated herein as **Exhibit B**;

WHEREAS, the Town has reviewed the proposed Project and Grantee’s grant Application and awards to Grantee a grant award subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of the Parties and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Grantee agree as follows:

1. Grant Award. The Town hereby grants to Grantee a Facilities Grant for fiscal year 2024-2025 in the amount of up to \$75,000.

2. Use of Grant Awards. Grant Awards are to be used by Grantee solely for the Project as shown on **Exhibit A** hereto and incorporated herein and as described particularly described in the Grant Application submitted by Grantee, attached hereto as **Exhibit B** and incorporated herein by reference.
3. Funding Period. Each funding period for the Grant Award begins on July 1 and terminates on June 30 (the “Annual Funding Period”).
4. Payment of Grant Award. The Town will distribute the Grant Funds to Grantee in the form of a one-time, reimbursement payment of up to \$75,000 to be paid upon receipt of proof of payment of final invoice from the contractor engaged to complete the Project.
5. Town Not Responsible for Funding Shortfalls. The Town shall not be liable nor responsible for funding shortfalls nor Project deficits. The Town Contribution to the Project shall not exceed \$75,000.
6. Accounting of Funds. Grantee shall submit a Final Report to the Town no later than 60 days after receiving a certificate of occupancy for the Project or by September 1, 2025 that summarizes all expenditures made and all funding sources contributed to the project. Grantee shall retain and keep safe financial and other records that corroborate the information contained in the Final Report (invoices, receipts, pay vouchers, etc.) for a period of no less than three years. The Town shall have the authority to review these financial records from time to time.
7. Material Failure to Perform. The Town shall have no obligation to pay the Grant Award or any remaining portion thereof should Grantee fail to provide required financial reporting or should Grantee materially fail to comply with Exhibit A including but not limited to a material failure to meet budget projections and/or programming goals. In the event of such material failure, Grantee shall return the full amount of the Annual Grant Award already paid to Town.
8. Operation Deficits. The Town shall not be responsible for nor liable for deficits of Grantee.
9. Consideration of Future Funding. Upon annual application by Grantee and upon material compliance with a prior year’s Application, the Town may consider future Grant awards.
10. Indemnification. Grantee assumes sole responsibility and liability, and will defend, indemnify, and hold Town harmless from and against all liabilities, fines, suits, claims, demands, actions, injuries, damages, judgments, costs, expenses, penalties or losses of any kind or nature whatsoever (including without limitation for damage to real or personal property, and/or or injury or death to a person) (collectively, the “Liabilities”)

caused by, arising out of, or in any manner related to Project, including from intentional or negligent acts by Grantee or its agents, employees, licensees, contractors, patrons, guests, invitees, customers and other visitors, or the public; provided, however, that Grantee shall not be liable to Town for liabilities arising from or directly related to Town's gross negligence or willful misconduct. Grantee waives all claims against Town for liabilities arising from or related to the Project, except for claims arising from or directly related to Town's gross negligence or willful misconduct. Grantee's indemnity obligations pursuant to this Section shall survive the termination or expiration of this Agreement.

11. Insurance. Grantee will procure and maintain a builder's risk policy or policies of insurance adequately covering the replacement cost of the Project, and any liability which may arise out of, or by virtue of, the development and construction of the Project including without limitation by Grantee or its agents, employees, licensees, and contractors. Without limiting the foregoing, Grantee will at all times maintain (i) comprehensive general liability insurance (including premises-operations, contractual liability and completed operations coverage, if listed as separate coverage parts) with per occurrence limits and aggregate limits (including any excess or umbrella coverage) of not less than \$1,000,000 and \$3,000,000, respectively, (ii) such workers' compensation and other employers' liability insurance as may be required by the jurisdiction in which Grantee is doing business. All such insurance policies will name both Grantee and Town as "named insureds" so as to create the same liability on the part of insurer as though separate policies had been written for Grantee and Town.

Grantee will provide Town with copies of all insurance policies and renewals of insurance policies required under this Agreement. All policies will contain endorsements providing that they will not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier, without at least thirty (30) days' prior written notice to Town. Town will be entitled to participate in the settlement or adjustment of any losses covered by such policies.

Each of Grantee and Town (in such case, the "Injured Party") hereby waives any claim it might have against the other party to the extent that the Injured Party suffers loss or damage which is caused by the other party, but which is covered by the Injured Party's insurance policies required herein. Each of Grantee and Town will obtain from its insurance carrier a provision acknowledging this waiver and agreeing that such insurance carrier will not be subrogated to the rights of the Injured Party to the extent that these rights have been waived.

12. Notices: Whenever this Agreement requires either party to give notice to the other, such notice will be given in writing and delivered in person (including by commercial courier service), mailed via the United States Postal Service, by certified or registered mail,

return receipt requested, or via confirmed email to the party at the address set forth below, or at such other address designated by like written notice:

Town of Weddington
1924 Weddington Road
Weddington, NC 28104
Attention: Town Administrator

Union County Library Foundation
316 East Windsor Street
Monroe, NC 28112
Attention: _____

13. Severability and Duration. If any provision of this Agreement is deemed or declared illegal, unenforceable or invalid, such provision will be read out of this Agreement, and will not affect the validity of any other provision or give rise to any cause of action of the parties against the other, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.
14. Waiver. Any waiver at any given time of any term or condition of this Agreement, or the failure to take action with respect to any breach of any such term or condition, will not be deemed to be a waiver of the term or condition with regard to any subsequent breach of the term or condition, or of any other term or condition of the Agreement.
15. Modifications. This Agreement may be modified, altered or amended only by written agreement executed by Town and Grantee.
16. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the state of North Carolina, without giving effect to the conflict of laws and rules thereof. The language in all parts of this Agreement will be, in all cases, construed according to its fair meaning and not strictly for or against Town or Grantee.
17. Waiver of Jury Trial. The Parties waive trial by jury in any action, proceeding or counterclaim brought by or against the other with respect to any matter arising out of or in connection with this Agreement.
18. Relationship. The parties agree that neither any provision of this Agreement nor any act of the parties shall be deemed to create any joint venture relationship or other partnership agreement between Grantee and Town.
19. Time of the Essence. Time is of the essence for each of the provisions of this Agreement.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one Agreement. Signatures may be exchanged by copy, or with original signatures to follow. Each party shall be bound by its own copied signature and shall accept the copied signature of the other party.

21. Performance of Government Function. Nothing contained in this Agreement shall be deemed or construed to estop, limit, or impair Town from exercising or performing any regulatory, legislative, governmental or other powers or functions.

[The balance of this page is intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Agreement under seal in Weddington, North Carolina, as of the Effective Date.

Union County Library Foundation

Signature of Authorized Representative Date

Federal Identification #

Town of Weddington

Signature of Authorized Representative Date

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

Signature of Authorized Finance Officer Date

By: _____

[Mayor]

Date: _____

By: _____

[Grantee Executive Director]

Date: _____



TO: Town Council

FROM: Karen Dewey, Town Administrator/Clerk

DATE: July 8, 2024

SUBJECT: Traffic Light at Antioch Church Road and Forest Lawn Drive Cost Share with NCDOT

In 2019, The Town contracted with Kimley Horn to conduct a level of service analysis for certain intersections within the town limits. The Antioch Church Road and Forest Lawn Drive intersection was recommended to be signalized to increase the level of service. Town Staff reached out to Indian Trail in 2019 and again in 2022 to gauge interest in sharing the cost of the light. After review of the data, Indian Trail officials opted to not participate in the cost for the light.

In February 2024, NCDOT Deputy Division Engineer, Sean Epperson offered for NCDOT to partially fund this project with High Impact/Low Cost funds asking the town to provide half of the \$150,000 cost that was estimated in 2022. This amount (\$75,000) keeps the Town contribution the same amount as what was proposed as a safety project.

In March 2024, Town Council approved moving forward with the cost share for the traffic light and approved a resolution in support of the intersection improvements. Staff requests Council to approve the attached Payment Agreement with NCDOT in an amount not to exceed \$75,000.

Attachments:
NCDOT Agreement

ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE



_____: I acknowledge that upon execution of this Agreement, we must submit a down payment, if required.
I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK OR

MAIL TO:

NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

Initiate ACH through your bank* and send an e-mail to:

- ✓ Shamorah Fountain - sfountain1@ncdot.gov
- ✓ Kay Lee - klee@ncdot.gov

INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

**If you need NCDOT's Account information, contact Tammy Court at tcourt@ncdot.gov*

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

AGREEMENT OVERVIEW

NORTH CAROLINA
UNION COUNTY

DATE: 6/5/2024

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 51390

AND

TOWN OF WEDDINGTON

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of the construction a full-movement traffic signal at the intersection of Antioch Church Road and Forest Lawn Road in Union County.

ESTIMATED COST TO OTHER PARTY: \$75,000

ESTIMATED COST OF THE PROJECT: \$216,000

PAYMENT TERMS: Town of Weddington will submit payment upon execution of agreement.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **Town of Weddington**, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** to perform work as stated in the scope; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY** Provision.

B. Municipality

The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PRELIMINARY ENGINEERING AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits, and preparing the project plans and specifications.
- ii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract

for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

It is understood at this time that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, and the **Municipality** requests that the **Department** include this work in the construction contract, then a separate Utility agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
- ii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

- i. The estimated cost of the Project is \$216,000. Both **Parties** recognize that this is an estimated cost and is subject to change.
- ii. The **Municipality** shall make a payment to the **Department** for \$75,000. This shall be considered the full payment amount from the **Municipality**. The Department will be responsible for all costs exceeding \$75,000.

B. PAYMENT BY THE OTHER PARTY

- i. Based on the estimated cost, the **Municipality** shall submit a down payment for \$75,000 to the Department's Fiscal Section upon full execution of this Agreement, in accordance with the attached "Remittance Guidance".

C. DOWN PAYMENT OR PRE-PAYMENT

- i. Any down payments are due at the time the agreement is fully executed.
- ii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign

application, the **Department** and the **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: Karen Dewey

Title: Town Administrator/Clerk

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF WEDDINGTON

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Chief Engineer

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 6/6/2024 (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF WEDDINGTON

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

TO: Mayor and Town Council
FROM: Kim H. Woods, Tax Collector
DATE: July 8, 2024
SUBJECT: 2024 Real Property Taxes

In accordance with General Statutes 105.321, I am hereby requesting authorization to collect the 2024 Real Property Taxes for the Town of Weddington.

State of North Carolina
Town of Weddington

To the Tax Collector of the Town of Weddington

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

Witness my hand and official seal this 8th day of July 2024.

Jim Bell, Mayor

Attest:

Karen Dewey, Town Clerk

TO: Mayor and Town Council
FROM: Kim H. Woods, Tax Collector
DATE: **July 8, 2024**
SUBJECT: Charge Off of 2013 Property Taxes

North Carolina General Statute 105-378(a) establishes a continuing ten year statute of limitations against enforcement remedies provided by law for the collection of taxes or the enforcement of any liens. The ten year period is measured from the September 1st due date.

In accordance with General Statutes 105.378(a), I am hereby requesting authorization to charge off 2013 personal property taxes as insolvents. The balance is as follows:

2013 \$105.36

Respectfully submitted,

Kim H. Woods
Town of Weddington
Tax Collector

Witness my hand and official seal this 8th day of July 2024.

Jim Bell, Mayor

Attest:

Karen Dewey, Town Clerk

Agenda Item 11. New Business



TOWN OF WEDDINGTON
PROCLAMATION
P-2024-02

WHEREAS Let's Include Landon, founded in 2023, is a non-profit organization whose mission is to create opportunities to bring children with and without disabilities together to create real bonds and true friendships;

WHEREAS inclusion means children with disabilities are not in separate activities nor lead separate lives; separating people by ability disadvantages everyone. Belonging is a human need;

WHEREAS disability inclusion is mutually beneficial. Children with disabilities will benefit by being just as much a part of their community as their non-disabled peers, be part of a team, have a best friend, create true friendships, and have a sense of belonging. And non-disabled peers will benefit from learning compassion, patience, respect, kindness, citizenship, and understanding the value of differences and how to successfully work and play with people who are different;

WHEREAS families in the community pledge to accept, respect, and include people of ALL abilities, including their neurodivergent peers and peers with developmental delays and disabilities;

WHEREAS inclusion starts with each individual person. And each person pledges to help their community be more inclusive;

WHEREAS every child is valued because of their strengths, gifts, and even challenges. As disability is simply...diversity. We must trust that every child is an incredible whole person who does not need to be fixed;

NOW, THEREFORE, I, Jim Bell, Mayor of the Town of Weddington, on behalf of the Weddington Town Council and citizens of Weddington, do hereby proclaim July 2024 as Disability Inclusion Month in The Town of Weddington.

Jim Bell, Mayor

Attest:

Karen Dewey, Town Administrator/Clerk



TO: Town Council

FROM: Gregory Gordos, Town Planner

DATE: July 8, 2024

SUBJECT: Text Amendment to Section D-917C, Specific Requirements for Non-Residential Development, and Section D917-C, Supplemental Requirements for Certain Uses- to correct an inconsistency with stormwater management regulations.

The Town of Weddington adopted Drainage, Stormwater Management, and Wetland Protection regulations on November 10, 2014 and strengthened these regulations in adoption of the Unified Development Ordinance on April 12, 2021. When developing a residential lot, the UDO states post-development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a 100-year storm.

In December of 2023 the Town Administrator and Town Planner discussed an inconsistency with regards to *Non-Residential* Development (e.g. commercial uses) where the previous 10-year storm standards were not amended in transition to a Unified Development Ordinance. This text amendment makes clear all sections of code shall refer to a 100-year storm in regards to stormwater runoff, applicable to any type of development, for the purposes of clarification and revision. The Planning Board unanimously recommended the text amendment at their May 28, 2024 meeting at Weddington Town Hall.

Section D-917C and Section D-917D would be amended as follows:

Section D-917C. Specific Requirements for Non-Residential Development.

A. Development Standards.

11. *Stormwater Management.* The post development rate of stormwater runoff from any lot shall not exceed the predevelopment rate of runoff for a ~~10-year~~ 100-year storm. The applicant shall provide, at a minimum, the following information to the Administrator as part of his application to obtain a zoning permit:

- a. An engineering report made and certified as true and correct by a registered engineer licensed to do business in the state. Such report shall include the following:

4. A statement indicating the rate of post-development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a ~~10-year~~ 100-year storm.

Section 2. That Unified Development Ordinance, Section D-917D, Supplemental Requirements for Certain Uses, be amended to read as follows:

Section D-917D. Supplemental Requirements for Certain Uses

- K. Schools. Union County Public Schools (UCPS) is currently subject to 13 different sets of local land use regulations (12 different municipalities and Union County). Regulations vary from jurisdiction to jurisdiction, making it difficult to build new schools, renovate existing schools or locate mobile units in a consistent, timely, and cost-effective manner. As a part of the Union County Board of Education's adopted "Building Program Cost Saving Principles", UCPS is endeavoring to establish a standard zoning classification and standardized requirements for school construction regardless of the school's locale in Union County. Such standardization will result in: (i) equitable school facilities throughout the county; (ii) more efficient permitting of school facilities; and (iii) cost savings for the benefit of the taxpayers of Union County.

5. *Stormwater Management.* The post development rate of stormwater runoff from any lot shall not exceed the predevelopment rate of runoff for a ~~10-year~~ 100-year storm. The applicant shall provide, at a minimum, the following information to the Administrator as part of the application to obtain a zoning permit:

- a. An engineering report made and certified as true and correct by a registered engineer licensed to do business in the state. Such report shall include the following:

4. A statement indicating the rate of post-development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a ~~10-year~~ 100-year storm.

Attachments:
Ordinance 2024-02



ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE TOWN OF WEDDINGTON, NORTH CAROLINA MAKING AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE BY AMENDING SECTION D-917C, SPECIFIC REQUIREMENTS FOR NON-RESIDENTIAL DEVELOPMENT, TO CORRECT AN INCONSISTENCY WITH STORMWATER REQUIREMENTS; AMENDING SECTION D-917D, SUPPLEMENTAL REQUIREMENTS FOR CERTAIN USES, TO CORRECT AN INCONSISTENCY WITH STORMWATER REQUIREMENTS; CERTIFYING CONSISTENCY WITH THE TOWNS LAND USE PLAN AND PROPER ADVERTISEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Weddington adopted Drainage, Stormwater Management, and Wetland Protection regulations on November 10, 2014; and

WHEREAS, the Town of Weddington adopted the Unified Development Ordinance on April 12, 2021 to comply with North Carolina General Statute 160D and to improve the organization of existing ordinances; and

WHEREAS, inconsistencies created with the adoption of new Drainage, Stormwater Management, and Wetland Protection regulations have not subsequently corrected; and

WHEREAS, the Town of Weddington desires for the Unified Development Ordinance to function effectively and equitably throughout the Town; and

WHEREAS, the Town of Weddington has determined where the Unified Development Ordinance needs clarification and revision; and

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON, NORTH CAROLINA:

Section 1. That Unified Development Ordinance, Section D-917C, Specific Requirements for Non-Residential Development, be amended to read as follows:

Section D-917C. Specific Requirements for Non-Residential Development.

A. Development Standards.

11. *Stormwater Management.* The post development rate of stormwater runoff from any lot shall not exceed the predevelopment rate of runoff for a ~~10-year~~ 100-year storm. The applicant shall provide, at a minimum, the following information to the Administrator as part of his application to obtain a zoning permit:

- a. An engineering report made and certified as true and correct by a registered engineer licensed to do business in the state. Such report shall include the following:

4. A statement indicating the rate of post-development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a ~~10-year~~ 100-year storm.

Section 2. That Unified Development Ordinance, Section D-917D, Supplemental Requirements for Certain Uses, be amended to read as follows:

Section D-917D. Supplemental Requirements for Certain Uses

- K. Schools. Union County Public Schools (UCPS) is currently subject to 13 different sets of local land use regulations (12 different municipalities and Union County). Regulations vary from jurisdiction to jurisdiction, making it difficult to build new schools, renovate existing schools or locate mobile units in a consistent, timely, and cost-effective manner. As a part of the Union County Board of Education's adopted "Building Program Cost Saving Principles", UCPS is endeavoring to establish a standard zoning classification and standardized requirements for school construction regardless of the school's locale in Union County. Such standardization will result in: (i) equitable school facilities throughout the county; (ii) more efficient permitting of school facilities; and (iii) cost savings for the benefit of the taxpayers of Union County.

5. *Stormwater Management.* The post development rate of stormwater runoff from any lot shall not exceed the predevelopment rate of runoff for a ~~10-year~~ 100-year storm. The applicant shall provide, at a minimum, the following information to the Administrator as part of the application to obtain a zoning permit:

- a. An engineering report made and certified as true and correct by a registered engineer licensed to do business in the state. Such report shall include the following:

4. A statement indicating the rate of post-development stormwater runoff for the proposed building lot will not be greater than the predevelopment rate for a ~~10-year~~ 100-year storm.

Section 3. Amendments to the Unified Development Ordinance of the Town of Weddington (as originally adopted by Ordinance No. 2021-UDO) are hereby adopted to read as set forth in this Ordinance.

Section 4. The Town of Weddington does hereby certify that the amendments contained herein, as well as the provisions of this Ordinance, are consistent with and in conformance with the Town's Land Use Plan.

Section 5. Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part declared to be invalid.

Section 6. Notice of the proposed enactment of this Ordinance has been properly advertised in a newspaper of general circulation in accordance with applicable law.

Section 7. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST AND FINAL
READING AND ADOPTED

Honorable Jim Bell
Mayor

Attest:

Karen Dewey
Town Administrator/Clerk



TO: Town Council

FROM: Gregory Gordos, Town Planner

DATE: July 8, 2024

SUBJECT: Text Amendment to SECTION D-607-C, WEDDINGTON SPECIFIC PROCESS STEPS FOR LEGISLATIVE DECISIONS, TO REQUIRE A SECOND MANDATORY COMMUNITY MEETING FOR PROJECTS CONSIDERING A MAJOR CHANGE AND ITS ENFORCEMENT BY THE ZONING ADMINISTRATOR THERETO

The Community Meeting process, where the applicant (typically for a residential subdivision) meets with members of the community prior to legislative action, was established by The Town of Weddington on April 12, 2021 when adopting the Unified Development Ordinance. Before the Planning Board review, the applicant must provide the Administrator with a written report of “at least” one community meeting held by the applicant.

At the direction of Town Council on June 3rd, under the agenda item *Discussion of Amending the Planning Board Rules of Procedure to add Public Comments to Regular Planning Board Meetings*, staff was directed to amend the text for Section D-607-C to broadly strengthen the requirements for Community Meetings as defined in this section. A second community meeting was to be required if the applicant amended their plans to what is constituted a Major Change (defined in the ordinance) and provide discretion to the Zoning Administrator to determine if a community meeting was satisfactory in providing information to Weddington residents in moving the project forward.

Significant changes to an approved Zoning Plan that cannot be considered through an administrative amendment include the following:

- (1) Increasing the number of buildings (specifically including residential dwelling units);
- (2) Adding driveways to thoroughfares.
- (3) Reducing parking spaces below the minimum standards.
- (4) Reducing the area or intensity of landscaped or screening buffers or yards.
- (5) Reducing required open space.
- (6) Increasing the total number of subdivided lots.

In addition, the Council requested an additional public comment period for residents to be held at their regularly scheduled Town Council hearings. Language to this effect was added mirroring the ordinances of another North Carolina municipality.

The Planning Board unanimously recommended the text amendments pertaining to additional community meetings and Zoning Administrator discretion at their June 24, 2024 meeting at Weddington Town Hall. The text amendment requiring an additional public comment period during a regularly scheduled Town Council meeting (prior to Planning Board consideration) was not recommended.

Section 607C. Conditional Rezoning.

5. Community Meeting.

- a. Before the Planning Board review, the applicant must provide the Administrator with a written report of at least one community meeting held by the applicant. *Additional community meetings shall be required if a Major Change is made to the proposed site plan by the applicant as a result of the first community meeting. A Major Change is defined as items 10.b.ii. (1)-(6) as provided in this Section.*

Section 2. That Unified Development Ordinance, Section D-607, Weddington Specific Process Steps for Legislative Decisions, be amended to read as follows:

Section D-607C. Conditional Rezoning.

5. Community Meeting.

- d. The adequacy of the ~~meeting and the meeting~~ report must be considered by the Planning Board but is not subject to judicial review. *The Town Zoning Administrator shall have the authority to determine if a community meeting was insufficient towards meeting these requirements prior to placing the item on the Planning Board agenda for review and recommendation. If deemed insufficient, the applicant shall be notified in writing of these findings and a second community meeting shall be required at the expense of the applicant, including notification of adjacent property owners within 1,300 linear feet and the scheduling of a new meeting date and time with adequate notice.*

6. *Council Presentation and Public Comment. This is the second opportunity for public input and will be during a regularly scheduled Town Council meeting. Once the petition is complete, a community meeting has been held, the CZ request has*

been submitted and the public has an opportunity to provide comment at a Town Council meeting and completion and approval of a Traffic Impact Analysis, the CZ application process follows the review process in Section D-803(A)1(a).

Attachments:

Ordinance 2024-03



ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE TOWN OF WEDDINGTON, NORTH CAROLINA MAKING AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE BY AMENDING SECTION D-607-C, WEDDINGTON SPECIFIC PROCESS STEPS FOR LEGISLATIVE DECISIONS, TO REQUIRE A SECOND MANDATORY COMMUNITY MEETING FOR PROJECTS CONSIDERING A MAJOR CHANGE AND ITS ENFORCEMENT BY THE ZONING ADMINISTRATOR THERETO; CERTIFYING CONSISTENCY WITH THE TOWN'S LAND USE PLAN AND PROPER ADVERTISEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Weddington adopted the Unified Development Ordinance on April 12, 2021 to comply with North Carolina General Statute 160D and to improve the organization of existing ordinances; and

WHEREAS, the Town of Weddington desires for the development process to allow for increased public input and engagement on proposed projects within the town; and

WHEREAS, the Town of Weddington desires for the Unified Development Ordinance to function effectively and equitably throughout the Town; and

WHEREAS, the Town of Weddington has determined where the Unified Development Ordinance needs revision to provide increased public input and engagement; and

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON, NORTH CAROLINA:

Section 1. That Unified Development Ordinance, Section D-607, Weddington Specific Process Steps for Legislative Decisions, be amended to read as follows:

Section 607C. Conditional Rezoning.

5. Community Meeting.

- a. Before the Planning Board review, the applicant must provide the Administrator with a written report of at least one community meeting held by the applicant.
Additional community meetings shall be required if a Major Change is made to the

proposed site plan by the applicant as a result of the first community meeting. A Major Change is defined as items 10.b.ii. (1)-(6) as provided in this Section.

Section 2. That Unified Development Ordinance, Section D-607, Weddington Specific Process Steps for Legislative Decisions, be amended to read as follows:

Section D-607C. Conditional Rezoning.

5. Community Meeting.

- d. The adequacy of the ~~meeting and the meeting~~ report must be considered by the Planning Board but is not subject to judicial review. *The Town Zoning Administrator shall have the authority to determine if a community meeting was insufficient towards meeting these requirements prior to placing the item on the Planning Board agenda for review and recommendation. If deemed insufficient, the applicant shall be notified in writing of these findings and a second community meeting shall be required at the expense of the applicant, including notification of adjacent property owners within 1,300 linear feet and the scheduling of a new meeting date and time with adequate notice.*

- 6. Council Presentation and Public Comment.** *This is the second opportunity for public input and will be during a regularly scheduled Town Council meeting. Once the petition is complete, a community meeting has been held, the CZ request has been submitted and the public has an opportunity to provide comment at a Town Council meeting and completion and approval of a Traffic Impact Analysis, the CZ application process follows the review process in Section D-803(A)1(a).*

Section 3. Amendments to the Unified Development Ordinance of the Town of Weddington (as originally adopted by Ordinance No. 2021-UDO) are hereby adopted to read as set forth in this Ordinance.

Section 4. The Town of Weddington does hereby certify that the amendments contained herein, as well as the provisions of this Ordinance, are consistent with and in conformance with the Town's Land Use Plan.

Section 5. Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part declared to be invalid.

Section 6. Notice of the proposed enactment of this Ordinance has been properly advertised in a newspaper of general circulation in accordance with applicable law.

Section 7. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST AND FINAL
READING AND ADOPTED

Honorable Jim Bell
Mayor

Attest:

Karen Dewey
Town Administrator/Clerk

DRAFT

Agenda Item 13. Update from Finance Officer and Tax Collector

2024

2023

Assets

10-1120-000	SOUTH STATE CHECKING ACCOUNT	724,906.28	520,440.38
10-1120-001	TRINITY MONEY MARKET	0.00	0.00
10-1120-002	CITIZENS SOUTH CD'S	0.00	0.00
10-1130-000	BB&T/TRUIST CHECKING	1,244,977.85	653,198.99
10-1130-001	BB&T/TRUIST MONEY MARKET	789,468.25	1,255,891.35
10-1140-000	WACHOVIA	0.00	0.00
10-1170-000	NC CASH MGMT TRUST	4,707,027.01	3,790,285.88
10-1205-000	A/R OTHER	0.00	0.00
10-1210-000	A/R SOLID WASTE FEES	68,085.17	67,077.81
10-1211-001	A/R PROPERTY TAX	21,550.67	23,888.25
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	5,818.50	4,455.90
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	4,328.59	5,291.01
10-1213-000	A/R PROPERTY TAX INTEREST RECEIVABL	585.87	1,486.54
10-1214-000	PREPAID ASSETS	34,775.22	44,703.36
10-1215-000	A/R INTERGOVT-LOCAL OPTION SALES TX	0.00	219,283.38
10-1216-000	A/R INTERGOVT - MOTOR VEHICLE TAXES	0.00	11,618.53
10-1217-000	A/R INTERGOVT	0.00	0.00
10-1232-000	SALES TAX RECEIVABLE	670.89	670.89
10-1240-000	INVESTMENT INCOME RECEIVABLE	0.00	0.00
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,513,697.44	2,513,697.44
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	9,651.96	9,651.96
10-1610-003	FIXED ASSETS - EQUIPMENT	17,747.14	17,747.14
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.00	26,851.00
10-1610-005	FIXED ASSETS - COMPUTERS	9,539.00	9,539.00
10-1610-006	FIXED ASSETS - COMPUTER SOFTWARE	182,994.00	182,994.00
	Total Assets	<u>10,362,674.84</u>	<u>9,358,772.81</u>

Liabilities & Fund Balance

10-2110-000	ACCOUNTS PAYABLE	0.00	29,438.46
10-2115-000	ACCOUNTS PAYABLE ACCRUAL	5,206.34	28,012.34
10-2116-000	CUSTOMER REFUNDS	7,959.89	1,470.45
10-2120-000	BOND DEPOSIT PAYABLE	75,002.25	75,002.25
10-2151-000	FICA TAXES PAYABLE	0.00	0.00
10-2152-000	FEDERAL TAXES PAYABLE	0.00	0.00
10-2153-000	STATE W/H TAXES PAYABLE	305.00-	0.00
10-2154-001	NC RETIREMENT PAYABLE	0.00	0.00
10-2155-000	HEALTH INSURANCE PAYABLE	0.00	0.00
10-2156-000	LIFE INSURANCE PAYABLE	0.00	0.00
10-2157-000	401K PAYABLE	0.00	0.00
10-2200-000	ENCUMBRANCES	0.00	0.00
10-2210-000	RESERVE FOR ENCUMBRANCES	0.00	0.00
10-2605-000	DEFERRED REVENUES- TAX INTEREST	585.87	1,486.54
10-2610-000	DEFERRED REVENUE SOLID WASTE FEES	68,085.17	67,077.81
10-2620-000	DEFERRED REVENUE - DELQ TAXES	5,818.50	4,455.90
10-2625-000	DEFERRED REVENUE - CURR YR TAX	21,550.67	23,888.25
10-2630-000	DEFERRED REVENUE-NEXT 8	4,328.59	5,291.01
10-2635-000	DEFERRED REVENUE - PREPAID TAXES	609.44	0.00
	Total Liabilities	<u>188,841.72</u>	<u>236,123.01</u>

10-2640-001	FUND BALANCE - UNASSIGNED	3,997,645.88	3,997,645.88
10-2640-002	FUND BALANCE - RESERVE WATER/SEWER	0.00	0.00
10-2640-003	FUND BALANCE-ASSIGNED	820,000.00	820,000.00
10-2640-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,760,480.54	2,760,480.54
10-2640-005	CURRENT YEAR EQUITY YTD	0.00	0.00
	Total	<u>7,578,126.42</u>	<u>7,578,126.42</u>

WEDDINGTON
General Fund
BALANCE SHEET
AS OF: 06/30/24

2024

2023

Revenue	4,996,780.70	4,182,902.59
Less Expenses	3,945,597.38	2,638,379.21
Net	<u>1,051,183.32</u>	<u>1,544,523.38</u>
Total Fund Balance	<u>8,629,309.74</u>	<u>9,122,649.80</u>
Total Liabilities & Fund Balance	<u>8,818,151.46</u>	<u>9,358,772.81</u>

WEDDINGTON
Statement of Revenue and Expenditures - Standard

Revenue Account Range: First to zz-zzzz-zzz

Include Non-Anticipated: Yes

Year To Date As Of: 06/30/24

Expend Account Range: First to zz-zzzz-zzz

Include Non-Budget: No

Current Period: 06/01/24 to 06/30/24

Print Zero YTD Activity: No

Prior Year: 06/01/23 to 06/30/23

<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	1,624.54	1,395,000.00	2,633.89	1,405,644.26	10,644.26	101
10-3102-110	AD VALOREM TAX - 1ST PRIOR YR	871.52	9,500.00	103.23	18,518.73	9,018.73	195
10-3103-110	AD VALOREM TAX - NEXT 8 YRS PRIOR	0.00	575.00	0.00	2,468.11	1,893.11	429
10-3110-121	AD VALOREM TAX - MOTOR VEH CURRENT	23,335.63	123,750.00	11,812.29	125,975.56	2,225.56	102
10-3115-180	TAX INTEREST	1,519.51	2,250.00	255.69	8,529.11	6,279.11	379
10-3120-000	SOLID WASTE FEE REVENUES	18,676.66	1,125,000.00	1,664.54	1,186,491.77	61,491.77	105
10-3231-220	LOCAL OPTION SALES TAX REV - ART 39	114,228.90	615,000.00	61,957.66	586,725.46	28,274.54 -	95
10-3322-220	BEER & WINE TAX	0.00	50,000.00	67,722.79	67,722.79	17,722.79	135
10-3324-220	UTILITY FRANCHISE TAX	142,623.97	475,000.00	146,450.11	388,530.87	86,469.13 -	82
10-3328-220	SCIF STATE GRANT FUNDS	0.00	0.00	153,081.57	153,081.57	153,081.57	0
10-3329-220	ARPA FEDERAL FUNDS	159,077.83	0.00	168,703.08	639,273.64	639,273.64	0
10-3340-400	ZONING & PERMIT FEES	2,042.50	10,000.00	3,007.50	34,982.00	24,982.00	350
10-3350-400	SUBDIVISION FEES	0.00	10,000.00	656.25	28,121.25	18,121.25	281
10-3360-400	STORMWATER EROSION CONTROL FEES	0.00	5,000.00	0.00	12,000.00	7,000.00	240
10-3830-891	MISCELLANEOUS REVENUES	1,935.00	5,000.00	6,608.75	25,990.50	20,990.50	520
10-3831-491	INVESTMENT INCOME	18,686.66	200,000.00	89,107.41	312,725.08	112,725.08	156
General Fund Revenue Totals		484,622.72	4,026,075.00	713,764.76	4,996,780.70	970,705.70	124

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
10-4110-000	GENERAL GOVERNMENT	0.00	0.00	0.00	0.00	0.00	0
10-4110-110	SOLID WASTE	0.00	0.00	0.00	0.00	0.00	0
10-4110-115	SOLID WASTE	84,909.01	1,060,000.00	84,334.48	1,022,462.92	37,537.08	96
10-4110-120	FIRE	0.00	0.00	0.00	0.00	0.00	0
10-4110-126	FIRE DEPT SUBSIDIES	68,121.08	842,000.00	70,164.67	841,976.04	23.96	100
10-4110-127	FIRE DEPARTMENT BLDG/MAINTENANCE	0.00	10,000.00	0.00	0.00	10,000.00	0

WEDDINGTON
Statement of Revenue and Expenditures

07/03/2024
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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Current Expd</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
10-4110-150	POLICE	0.00	0.00	0.00	0.00	0.00	0
10-4110-155	POLICE PROTECTION	94.50	352,750.00	0.00	352,553.88	196.12	100
10-4110-160	EVENT PUBLIC SAFETY	94.50	2,500.00	0.00	0.00	2,500.00	0
10-4110-180	GOVERNING BOARD	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
10-4110-192	ATTORNEY FEES - GENERAL	10,000.00	67,500.00	15,000.00	56,560.00	10,940.00	84
10-4110-193	ATTORNEY FEES - LITIGATION	0.00	755,000.00	0.00	750,000.00	5,000.00	99
10-4110-320	OTHER GENERAL GOVERNMENT	0.00	0.00	0.00	0.00	0.00	0
10-4110-330	ELECTION EXPENSE	0.00	15,000.00	0.00	14,769.48	230.52	98
10-4110-340	PUBLICATIONS	3,027.36	10,000.00	0.00	0.00	10,000.00	0
10-4110-342	HOLIDAY/TREE LIGHTING	0.00	7,587.50	0.00	6,657.47	930.03	88
10-4110-343	SPRING EVENT	1,851.53	7,062.50	551.25	4,910.89	2,151.61	70
10-4110-344	OTHER COMMUNITY EVENTS	0.00	6,500.00	0.00	2,028.18	4,471.82	31
	4110 GENERAL GOVERNMENT	167,908.98	3,135,900.00	170,050.40	3,051,918.86	83,981.14	97
10-4120-000	ADMINISTRATIVE	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
10-4120-121	SALARIES - ADMINISTRATOR/CLERK	4,380.75	66,500.00	5,416.66	66,330.29	169.71	100
10-4120-123	SALARIES - TAX COLLECTOR	4,422.40	56,450.00	4,781.91	55,432.50	1,017.50	98
10-4120-124	SALARIES - FINANCE OFFICER	1,857.60	21,225.00	1,511.56	19,036.59	2,188.41	90
10-4120-125	SALARIES - MAYOR & TOWN COUNCIL	2,100.00	26,700.00	2,100.00	26,500.00	200.00	99
10-4120-181	FICA EXPENSE	976.20	15,000.00	1,056.48	12,798.46	2,201.54	85
10-4120-182	EMPLOYEE RETIREMENT	1,778.22	27,500.00	2,141.75	25,570.30	1,929.70	93
10-4120-183	EMPLOYEE INSURANCE	1,214.00	15,750.00	1,292.00	15,504.00	246.00	98
10-4120-184	EMPLOYEE LIFE INSURANCE	16.64	200.00	16.64	199.68	0.32	100
10-4120-185	EMPLOYEE S-T DISABILITY	13.50	175.00	14.00	168.00	7.00	96
10-4120-190	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-4120-191	AUDIT FEES	0.00	9,000.00	0.00	0.00	9,000.00	0

WEDDINGTON
Statement of Revenue and Expenditures

07/03/2024
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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Current Expd</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
10-4120-193	CONTRACT LABOR	17,806.00	100,300.00	0.00	54,494.26	45,805.74	54
10-4120-200	OTHER ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00	0
10-4120-205	OFFICE SUPPLIES - ADMIN	565.58	9,500.00	677.26	5,616.58	3,883.42	59
10-4120-210	PLANNING CONFERENCE	0.00	3,500.00	0.00	361.31	3,138.69	10
10-4120-321	TELEPHONE - ADMIN	272.53	2,000.00	155.43	1,620.52	379.48	81
10-4120-325	POSTAGE - ADMIN	0.00	2,500.00	300.00	1,539.86	960.14	62
10-4120-331	UTILITIES - ADMIN	44.61	5,000.00	305.26	3,416.39	1,583.61	68
10-4120-351	REPAIRS & MAINTENANCE - BUILDING	0.00	64,500.00	0.00	57,631.20	6,868.80	89
10-4120-352	REPAIRS & MAINTENANCE - EQUIPMENT	10,080.59 -	75,000.00	28,467.57 -	63,748.15	11,251.85	85
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	25,151.00	72,250.00	4,135.00	56,689.00	15,561.00	78
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	0.00	1,500.00	0.00	1,013.36	486.64	68
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	900.00	7,000.00	480.00	5,240.00	1,760.00	75
10-4120-370	ADVERTISING - ADMIN	0.00	500.00	51.85	378.12	121.88	76
10-4120-397	TAX LISTING & TAX COLLECTION FEES	0.00	500.00	0.00	0.00	500.00	0
10-4120-400	ADMINISTRATIVE:TRAINING	288.00	8,000.00	0.00	4,037.25	3,962.75	50
10-4120-410	ADMINISTRATIVE:TRAVEL	287.48	4,500.00	633.61	6,793.66	2,293.66 -	151
10-4120-450	INSURANCE	0.00	20,000.00	982.96	23,673.13	3,673.13 -	118
10-4120-491	DUES & SUBSCRIPTIONS	60.00	23,500.00	0.00	22,597.04	902.96	96
10-4120-498	GIFTS & AWARDS	103.48	2,000.00	0.00	1,385.93	614.07	69
10-4120-499	MISCELLANEOUS	1,821.26	80,000.00	465.66	37,675.31	42,324.69	47
	4120 ADMINISTRATIVE	53,978.66	720,550.00	1,949.54 -	569,450.89	151,099.11	79
10-4130-000	ECONOMIC & PHYSICAL DEVELOPMENT	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
10-4130-121	SALARIES - ZONING ADMINISTRATOR	6,286.11	88,625.00	6,666.66	54,767.40	33,857.60	62
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	1,573.43	26,975.00	1,731.91	20,316.69	6,658.31	75
10-4130-124	SALARIES - PLANNING BOARD	400.00	5,150.00	200.00	2,500.00	2,650.00	49
10-4130-125	SALARIES - SIGN REMOVAL	252.00	6,575.00	264.60	3,600.45	2,974.55	55

WEDDINGTON
Statement of Revenue and Expenditures

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
10-4130-181	FICA EXPENSE - P&Z	651.15	11,000.00	678.06	6,210.98	4,789.02	56
10-4130-182	EMPLOYEE RETIREMENT - P&Z	1,131.01	18,000.00	1,066.66	8,615.10	9,384.90	48
10-4130-183	EMPLOYEE INSURANCE	0.00	15,250.00	1,292.00	1,080.00	14,170.00	7
10-4130-184	EMPLOYEE LIFE INSURANCE	26.56	375.00	25.60	35.52	339.48	9
10-4130-185	EMPLOYEE S-T DISABILITY	0.00	175.00	14.00	14.00	161.00	8
10-4130-190	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0
10-4130-192	CONSULTING STORMWATER CONTROL	5,817.79	80,000.00	0.00	41,675.44	38,324.56	52
10-4130-193	CONSULTING	23,185.54	75,000.00	8,381.38	62,281.79	12,718.21	83
10-4130-194	CONSULTING - COG	0.00	7,500.00	0.00	0.00	7,500.00	0
10-4130-195	STORMWATER EROSION CONTROL	2,041.32	0.00	5,416.71	8,255.80	8,255.80 -	0
10-4130-200	OTHER PLANNING	0.00	0.00	0.00	0.00	0.00	0
10-4130-201	OFFICE SUPPLIES - PLANNING & ZONING	377.28	7,500.00	677.28	5,208.61	2,291.39	69
10-4130-202	ZONING SPECIFIC OFFICE SUPPLIES	0.00	2,500.00	0.00	0.00	2,500.00	0
10-4130-215	HISTORIC PRESERVATION	0.00	250.00	0.00	0.00	250.00	0
10-4130-220	INFRASTRUCTURE	0.00	181,000.00	0.00	102,000.00	79,000.00	56
10-4130-321	TELEPHONE - PLANNING & ZONING	272.55	2,000.00	155.43	1,620.54	379.46	81
10-4130-325	POSTAGE - PLANNING & ZONING	0.00	2,500.00	300.00	1,539.85	960.15	62
10-4130-331	UTILITIES - PLANNING & ZONING	539.68	5,000.00	328.24	3,956.30	1,043.70	79
10-4130-370	ADVERTISING - PLANNING & ZONING	0.00	500.00	51.85	549.16	49.16 -	110
4130 ECONOMIC & PHYSICAL DEVELOPMEN'		42,554.42	535,875.00	27,250.38	324,227.63	211,647.37	60
General Fund Expenditure Totals		264,442.06	4,392,325.00	195,351.24	3,945,597.38	446,727.62	90

10 General Fund	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenues:	484,622.72	713,764.76	4,996,780.70
Expenditures:	264,442.06	195,351.24	3,945,597.38
Net Income:	220,180.66	518,413.52	1,051,183.32

WEDDINGTON
Statement of Revenue and Expenditures

Grand Totals	Prior	Current	YTD
Revenues:	484,622.72	713,764.76	4,996,780.70
Expenditures:	264,442.06	195,351.24	3,945,597.38
Net Income:	220,180.66	518,413.52	1,051,183.32

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

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: June 3, 2024

SUBJECT: Tax Report–May 2024

Transactions:	
Balance Adjustments	\$6.69
Refunds	\$162.06
Overpayments	\$(389.57)
Taxes Collected:	
2015	\$(414.47)
2017	\$(241.09)
2018	\$(222.23)
2019	\$(598.12)
2020	\$(552.60)
2021	\$(1098.51)
2022	\$(1071.26)
2023	\$(11,780.68)
As of May 31, 2024; the following taxes remain Outstanding:	
2013	\$214.81
2014	\$192.50
2015	\$187.26
2016	\$421.78
2017	\$429.85
2018	\$290.93
2019	\$597.46
2020	\$531.98
2021	\$1321.80
2022	\$6294.68
2023	\$45,253.58

PrePays	\$(261.75)
Total Outstanding:	\$55,474.88

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

TO: Mayor and Town Council
FROM: Kim Woods, Tax Collector
DATE: July 8, 2024
SUBJECT: Tax Report–June 2024

Transactions:	
Balance Adjustments	\$(362.74)
Overpayments	\$(38.46)
Penalties	\$(110.00)
Taxes Collected:	
2021	\$(41.00)
2022	\$(108.31)
2023	\$(4095.58)
As of June30, 2024; the following taxes remain Outstanding:	
2013	\$214.81
2014	\$192.50
2015	\$187.26
2016	\$361.06
2017	\$429.85
2018	\$256.70
2019	\$582.41
2020	\$531.98
2021	\$1280.80
2022	\$6186.37
2023	\$40,462.14
2023 Prepays	\$(79.59)
Total Outstanding:	\$50,606.29