

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JUNE 11, 2012 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104
AGENDA**

Prayer – Mayor Walker F. Davidson

1. Call to Order
2. Pledge of Allegiance
3. Determination of Quorum
4. Public Comments
5. Additions, Deletions and/or Adoption of the Agenda
6. Approval of Minutes
 - A. May 14, 2012 Regular Town Council Meeting Minutes
 - B. May 17, 2012 Special Town Council Meeting Minutes
7. Consent Agenda
 - A. Call for Public Hearing on Polivka Land Use Map Amendment (Public Hearing to be held July 9, 2012 at 7:00 p.m. at the Weddington Town Hall)
 - B. Call for Public Hearing on Subdivision Sales Signs Text Amendment (Public Hearing to be held July 9, 2012 at 7:00 p.m. at the Weddington Town Hall)
 - C. Consideration of Approval of Audit Contract with Tinsley and Terry for Fiscal Year 2012
 - D. Consideration of the Release of Retreat Subdivision Letter of Credit
8. Public Hearings and Consideration of Public Hearings
 - A. Public Hearing to Review Section 58-233 Variance Text Amendment
 - B. Consideration of Ordinance Adopting Section 58-233 Variance Text Amendment
 - C. Public Hearing on the Proposed Fiscal Year 2012-2013 Budget and to Set the Tax Rate
 - D. Consideration of Approval of the Budget Ordinance for Fiscal Year 2012-2012 and to Set the Tax Rate
9. Old Business
 - A. Weddington Municipal Fire Service Model Update
 - B. Review and Consideration of Devonridge Subdivision Agreement
 - C. Review and Consideration of Right-of-Way for Roundabout
10. New Business
 - A. Consideration of Budget Amendment for Fiscal Year 2011-2012
 - B. Consideration of Amendment to Charter for WUCMC
 - C. Review and Consideration of VC3 Contract
 - D. Consideration of Endorsing Letter Regarding School Funding

11. Update from Town Planner
12. Update from Town Administrator/Clerk
13. Public Safety Report
14. Update from Finance Officer and Tax Collector
15. Transportation Report
16. Council Comments
17. Closed Session – Consideration of Approval of May 14, 2012 Minutes and Pursuant to 143-318.11(a)
(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged and (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.
18. Adjournment

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, MAY 14, 2012 - 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on May 14, 2012, with Mayor Walker F. Davidson presiding.

Present: Mayor Walker F. Davidson, Mayor Pro Tem Daniel Barry, Councilmembers Werner Thomisser, Pamela Hadley and Barbara Harrison, Town Attorney Anthony Fox, Town Planner Jordan Cook, Finance Officer Leslie Gaylord and Town Administrator/Clerk Amy S. McCollum

Absent: None

Visitors: Janice Propst, Bill Price, Judy Johnston, Jack Parks, Ken Evans, Steven Carow, Will Sanburg, Mike DeMartini, Daryl Matthews, Bob Rapp, Matthew Delk and Mark DiBiasio

Mayor Walker F. Davidson offered the Invocation prior to the opening of the meeting.

Item No. 1. Call to Order. Mayor Walker F. Davidson called the May 14, 2012 Regular Town Council Meeting to order at 7:01 p.m.

Item No. 2. Pledge of Allegiance. Mayor Davidson led in the Pledge of Allegiance.

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

Item No. 4. Presentation from Parks and Recreation Advisory Board on 2012 Easter Egg Hunt. Parks and Recreation Advisory Board Vice-Chairman Janice Propst gave the following presentation to the Town Council:

**PARKS AND RECREATION ADVISORY BOARD
EASTER EGG HUNT AND LITTER SWEEP UPDATE**

Our Mission Statement

The Town of Weddington's Parks and Recreation Advisory Board endeavors to provide safe and enjoyable recreation and leisure opportunities for a diverse population, initiate beautification projects, promote our quaint town and promote environmental awareness by partnering with NCDOT Litter Sweep program. We invite you to participate in our special events. Our committee strives to create a strong sense of community through environmental and social impacts.

Our Goals

We serve as an advisory body to the Weddington Town Council and provide insight and direction about new programs and activities as well as policies and procedures in the areas of parks and recreation. We are committed to bringing exciting and valuable activities to all Weddington residents.

Easter Egg Hunt Business Plan

- Was established to promote community spirit and provide children (ages 1 through 11) with a fun filled afternoon in a safe environment.

- Our goal was to ensure each child collects at least 10 eggs, meets the Easter bunny, gets a tattoo, has fun in an Air Castle Inflatable, plays a variety of games and has a snack.
- The event was held on Saturday, March 31st from 2 to 4 pm at the Weddington Town Hall.
- The Easter Bunny arrived by fire truck and was available for pictures.
- 2:30 to 2:45, children 6 and under hunted for eggs
- 2:45 to 3:00, children 7 to 11 hunted for eggs
- Before and after the hunt the children enjoyed themselves in the Air Castle Inflatable and played games.
- In order to provide the above, we budgeted for \$1,395
- We received from our sponsors \$850 in cash and \$1,585 in in-kind donations totaling \$2,435
- We spent \$962.31
- We distributed 2,500 flyers to schools in the area

We would like to thank our 22 sponsors:

- Gold – Harris Teeter
- Silver – Weddington Activity Center, Polivka Corporation, Pinsak Orthodontics, RCS and a Private Citizen
- Bronze – Target, Papa’s Pizza To Go, Weddington Family Medicine, Carolina Family Chiropractic, Mitch Hadley, CVS, Goddard School, Mills Cleaners, Chick-Fil-A, Bouncing House Man, Citizen South Bank, Janice & Lib Propst, Pam Hadley, GBUSA & Carvel

The Day of the Hunt

- We filled and hid 2,200 plastic eggs with candy, coins and prizes
- We gave away 250 coupons for a slice of pizza
- We gave away 12 coupons for a large pizza
- We had the Easter Bunny, Harris Teeter Harry the Dragon and the Chick-fil-A Cow in attendance
- Chick-fil-A cow gave out free mini-moos and tee shirts for the kids
- Kids were able to take a tour of a fire truck
- We had 150 small prizes for the children to win (i.e. chocolate bunnies, match box cars, stamps, pencils, bracelets)
- We gave away 150 boxes of juice and cookies
- Additionally, we gave away 20 baskets, 1 Toys R Us gift card, and 2 children’s bikes
- We had about 200 adults and 200 children in attendance
- We collected canned goods and donated them to 2 local organizations
- We would like to thank the following volunteers: Janice, Patrice & Lib Propst, Gail Giattino, Jean Lee Pirkey, Pam and Mitch Hadley, Amy McCollum, Pat Harrison, Pat Curtis, Providence VFD Chief Dye, Craig Horn, Walker Davidson, Allison Jones, Hope Soden, Veronica Trotto, Myra Banegas, Abbie Booth and Marilyn Robertson

Litter Sweep

- Weddington’s Spring Litter Sweep was held on April 21st – Earth Day
- We covered Providence Road beginning at Rea Road and ending at Hemby Road (trash on the medians was also picked up), Twelve Mile Creek to the Elementary School, across from the WCWAA – where all the political signs were mowed down, the intersections of Weddington-Matthews and Hemby, Beulah Church and Antioch Church Road, and Cox and Deal Roads.
- We would like to thank the following volunteers: Stewart Tyler, Arianna Dendrolivanos, Vickie and Stephanie Belcher, Kevin and Zach Hunnicutt, Walker Stevens, Cindy Kiker, Linda Hastings, Theresa DiCenzo, Myra Banagos from Indian Trail, Veronica Trotto from Wesley Chapel, Abbie Booth from Waxhaw, Susan and Wesley Dudas, Stephen Wierzsicki, Graham Wadsworth, Alexander Plevka, and Barbara and Pat Harrison.

Councilmember Werner Thomisser thanked Ms. Propst and Councilwomen Hadley and Harrison for their hard work on this event.

Item No. 5. Public Comments. There were no Public Comments.

Item No. 6. Additions, Deletions and/or Adoption of the Agenda. Town Administrator/Clerk Amy McCollum requested to remove Item 11. B. from the agenda to allow further review by the Town Attorney. Mayor Pro Tem Daniel Barry moved to approve the May 14, 2012 Regular Town Council Agenda with the change as requested. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 7. Approval of Minutes.

A. March 12, 2012 Regular Town Council Meeting Minutes. Mayor Pro Tem Barry moved to approve the March 12, 2012 Regular Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

B. April 2, 2012 Regular Town Council Meeting Minutes. Mayor Pro Tem Barry moved to approve the April 2, 2012 Regular Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

C. April 16, 2012 Special Town Council Meeting Minutes. Mayor Pro Tem Barry moved to approve the April 16, 2012 Special Town Council Meeting minutes. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 8. Consent Agenda.

A. Consideration of Approval of Proclamation - National Police Week. Councilmember Thomisser moved to approve Proclamation P-2012-04:

**TOWN OF WEDDINGTON
PROCLAMATION DESIGNATING MAY 15 AS PEACE OFFICERS' MEMORIAL DAY
AND MAY 13 - 19 AS NATIONAL POLICE WEEK
P-2012-04**

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

WHEREAS, the members of the law enforcement agency of Union County and the Town of Weddington play an essential role in safeguarding the rights and freedoms of Weddington; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of Union County and Weddington unceasingly provide a vital public service;

NOW, THEREFORE, I, Mayor Walker F. Davidson of the Town of Weddington, call upon all citizens of Weddington and upon all patriotic, civic and educational organizations to observe the week of May 13 – 19, 2012, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Weddington to observe May 15, 2012, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this 14th day of May, 2012.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

B. Call for Public Hearing to Review and Consider Section 58-233 - Variance Text Amendment (Public Hearing to be Held June 11, 2012 at 7:00 p.m. at the Weddington Town Hall). The Town Council received a copy of the proposed text amendment. Councilmember Thomisser moved to call for a public hearing to review and consider an amendment to Section 58-233. The public hearing is to be held June 11, 2012 at 7:00 p.m. at the Weddington Town Hall. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

C. Consideration of Municipal Speed Limit Ordinance for Lochaven Road. Councilmember Thomisser moved to adopt Ordinance O-2012-08:

**TOWN OF WEDDINGTON
MUNICIPAL DECLARATION TO ENACT SPEED LIMITS
AND REQUEST FOR CONCURRENCE
O-2012-08**

BE IT ORDAINED by the Town of Weddington Town Council that the speed limit modification on the following described portion of the State Highway System Street be adopted:

SPEED LIMIT	ROUTE	DESCRIPTION
25	SR 1318	(Lochaven) from NC 16 to a point 1.787 miles east of NC 16

Adopted this 14th day of May, 2012.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
 NAYS: None

D. Consideration of Approval of Proclamation Honoring the Weddington High School – NCHSAA Exemplary School Award. Councilmember Thomisser moved to approve Proclamation P-2012-06:

**TOWN OF WEDDINGTON
 PROCLAMATION RECOGNIZING
 THE ACHIEVEMENTS OF THE STAFF AND STUDENTS
 AT THE WEDDINGTON HIGH SCHOOL
 P-2012-06**

WHEREAS, the NCHSAA has awarded Weddington High School with the Exemplary School Award for the entire state; and,

WHEREAS, the State only gives out one Exemplary School Award no matter what the classification of the school is (i.e. 1A, 2A, 3A, or 4A); and,

WHEREAS, this award recognizes the total school environment including academic success, community service, clubs, facilities, athletic opportunities for students, and overall athletic success; and

WHEREAS, the students at Weddington High School consistently strive at achieving success; and,

WHEREAS, the Teachers, Teacher Assistants, Counselors, Principal, Assistant Principals, Office Staff, Custodial Staff, Cafeteria Staff and its students are the reason why Weddington High School is Number 1; and,

WHEREAS, in a State and County with outstanding schools, Weddington High School stands above all others and makes the Town of Weddington extremely proud, and

NOW, THEREFORE BE IT RESOLVED THAT the Town of Weddington congratulates the Weddington High School for being awarded the NCHSAA Exemplary School for the entire State of North Carolina.

Adopted this 14th day of May, 2012.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
 NAYS: None

Item No. 9. Public Hearings and Consideration of Public Hearings.

A. Public Hearing to Review a Shopping Center Signs Text Amendment. Mayor Davidson opened the public hearing to review the proposed amendment. The Town Council received a copy of the following proposed text amendment:

Sec. 58-153. – Signs permitted in B-1, B-1 (CD), B-2 and B-2(CD) business districts.

b. Shopping center identification signs shall be regulated as follows:

(1) Types of signs permitted:	Shopping center identification.
(2) Permitted number of signs:	A shopping center containing three or more businesses with separate entrances shall may have one freestanding identification sign giving the names of the businesses located in the shopping center. No other freestanding signs shall be allowed. Such sign shall be in accordance with section 58-149.
(3) Maximum area of signs:	<u>The maximum total sign area per side shall be no greater than 100 square feet and the total text area per side (including logos) shall be no greater than 50 square feet,</u> provided that no portion of the sign advertising a particular business shall be in excess of 20 square feet.
(4) Permitted location:	The maximum height of said any portion of the sign shall be <u>no greater than 12</u> 20 feet <u>from grade</u> and shall be located behind the right-of-way line.

Town Planner Jordan Cook reviewed the proposed text change with the Council. He stated, “We currently only have one shopping center sign in the Town and it is the one at the Weddington Corners Shopping Center. The Planning Board has been reviewing the Town’s signage ordinance. They brought up the fact that they believed the sign at the shopping center was as big or much bigger than anything we would want in the future for another shopping center that would be proposed. The actual text of that sign is 97 square feet but they have about an additional 100 or 115 square feet in bricks and columns. We want to make sure that we tightened up the language to make it match what we did for our freestanding ground signs. If this text is approved, the current Weddington Corners sign will become nonconforming so if it is destroyed up to 50% or they take it down they would not be able to build that same one. They would have to conform to the new language.”

No one wished to speak in favor or against the proposed text amendment. Mayor Davidson closed the public hearing.

B. Consideration of Ordinance Adopting the Shopping Center Signs Text Amendment.

Councilwoman Barbara Harrison moved to adopt Ordinance O-2012-06:

**AN ORDINANCE TO AMEND SECTION 58-153
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2012-06**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 58-153 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-153. – Signs permitted in B-1, B-1 (CD), B-2 and B-2(CD) business districts.

b. Shopping center identification signs shall be regulated as follows:

(1) Types of signs permitted:	Shopping center identification.
(2) Permitted number of signs:	A shopping center containing three or more businesses with separate entrances shall may have one freestanding identification sign giving the names of the businesses located in the shopping center. No other freestanding signs shall be allowed. Such sign shall be in accordance with section 58-149.
(3) Maximum area of signs:	<u>The maximum total sign area per side shall be no greater than 100 square feet and the total text area per side (including logos) shall be no greater than 50 square feet,</u> provided that no portion of the sign advertising a particular business shall be in excess of 20 square feet.
(4) Permitted location:	The maximum height of said any portion of the sign shall be no greater than 12 20 feet from grade and shall be located behind the right-of-way line.

Adopted this 14th day of May, 2012.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
 NAYS: None

C. Public Hearing to Review and Consider Temporary Use Permit Banners Text Amendment.

Mayor Davidson opened the public hearing to review the proposed amendment. The Town Council received a copy of the following proposed text amendment:

Sec. 58-151. - Temporary signs.

- (a) *Banners, pennants and temporary signs.* The following temporary signs are permitted after the zoning administrator has issued a temporary sign permit, for a total period not to exceed 30 days:
- (1) Except for temporary off-premises signs authorized under subsection (a)(3) of this section, special event signs set out below, unlighted portable signs, banners and wind-blown signs such as pennants, spinners, flags and streamers for special events, grand openings and store closings. Any such sign shall be no greater than 20 square feet and shall be limited to one sign per address. For the purposes of this section, special event shall mean any festive, educational, sporting or artistic event or activity for a limited period of time, which is not considered as part of the normal day-to-day operations of the group, organization or entity.
 - (2) Temporary banner-type signs customarily located at athletic fields containing signs shall be directed solely towards users of the athletic field. Fencing, scoreboards and structures in the athletic fields may be utilized for customary signs in order to raise funds for these same facilities. Such individual temporary signs shall not exceed 20 square feet in size, may be permitted for a period not to exceed one year, and may be renewed so long as the sign remains in compliance with the requirements of this article.
 - (3) A maximum of two off-premises signs shall be allowed per event, provided one temporary off-premises special event sign shall be allowed, per parcel fronting on a public road upon the issuance of a temporary use permit, subject to the following restrictions:
 - a. Each temporary off-premises special event sign shall be on private property, outside the road right-of-way and subject to permission of the property owner;

- b. A temporary off-premises special event sign can only be placed seven days before the special event and must be removed 48 hours after the special event;
- c. A separate permit must be issued for each temporary off-premises special event sign;
- d. No parcel may be issued more than four temporary off-premises special event sign permits during any 12-month period;
- e. Temporary off-premises special event signs shall be limited to four times per year, per group/organization;
- ~~f. After a temporary use permit has been approved by the planning board, the planning board may allow the replacement of town street banners with banners promoting the special event. The design, number and location of these banners must be approved by the planning board. These banners can only be placed seven days before the special event and must be removed and the town banners rehung within 48 hours after the special event. All costs associated with these event banners, including manufacturing, installation and removal, will be at the expense of the group that received the temporary use permit. The group must also use the same company and same materials that the town uses for their banners.~~

Town Planner Cook reviewed the text change. He stated, “All we are doing here is removing under Section 3 the entire paragraph f. This section was added in October of last year to allow any group that gets a temporary use permit to hang banners on our street lights. It also stipulated that the group must use the same company and same materials that the Town used for their banners. Councilwoman Hadley brought this text amendment to me and the Planning Board did give this a favorable recommendation. We are only down to one temporary use permit per year now in Weddington. It is not impacting a lot of people. It was only one group and they did not really express interest in hanging these signs.”

Mayor Pro Tem Barry - If this passes then no group or entity would be allowed to put signs or banners on our light poles. What is the objective? I am thinking about the Chiquita Golf Event in September.

Town Planner Cook – That is correct. To get these banners you have to apply for a temporary use permit through the Planning Board. Chiquita would not be allowed the banners anyway. This would only apply for those events in Weddington that obtain that temporary use permit.

Councilwoman Hadley – We are no longer using the same company nor do we want to use the same materials for our banners. It would cost approximately \$5,000 for someone to come in to put up their banners for two weeks. Then you are having the wear and tear on our current banners. If someone down the road had the \$5,000 and an enormous event and wanted to put their banners on the streetlights, could that be dealt with on a per incident basis?

Town Planner Cook - We could always change the text back; otherwise, we would not have an ordinance regulating that.

Attorney Fox – One of the unintended consequences or benefits of not allowing individuals to place banners on those polls is that you do not create a public forum and you do not run the issue of some use that wants to spend that \$5,000 and put on there something that the Town may not be comfortable with in terms of the speech component.

No one wished to speak in favor or against the proposed text amendment. Mayor Davidson closed the public hearing.

D. Consideration of Ordinance Adopting the Temporary Use Permit Banners Text Amendment.
Councilwoman Pamela Hadley moved to adopt Ordinance O-2012-07:

**AN ORDINANCE TO AMEND SECTION 58-151
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2012-07**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 58-151 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-151. - Temporary signs.

- (a) *Banners, pennants and temporary signs.* The following temporary signs are permitted after the zoning administrator has issued a temporary sign permit, for a total period not to exceed 30 days:
- (1) Except for temporary off-premises signs authorized under subsection (a)(3) of this section, special event signs set out below, unlighted portable signs, banners and wind-blown signs such as pennants, spinners, flags and streamers for special events, grand openings and store closings. Any such sign shall be no greater than 20 square feet and shall be limited to one sign per address. For the purposes of this section, special event shall mean any festive, educational, sporting or artistic event or activity for a limited period of time, which is not considered as part of the normal day-to-day operations of the group, organization or entity.
 - (2) Temporary banner-type signs customarily located at athletic fields containing signs shall be directed solely towards users of the athletic field. Fencing, scoreboards and structures in the athletic fields may be utilized for customary signs in order to raise funds for these same facilities. Such individual temporary signs shall not exceed 20 square feet in size, may be permitted for a period not to exceed one year, and may be renewed so long as the sign remains in compliance with the requirements of this article.
 - (3) A maximum of two off-premises signs shall be allowed per event, provided one temporary off-premises special event sign shall be allowed, per parcel fronting on a public road upon the issuance of a temporary use permit, subject to the following restrictions:
 - a. Each temporary off-premises special event sign shall be on private property, outside the road right-of-way and subject to permission of the property owner;
 - b. A temporary off-premises special event sign can only be placed seven days before the special event and must be removed 48 hours after the special event;
 - c. A separate permit must be issued for each temporary off-premises special event sign;
 - d. No parcel may be issued more than four temporary off-premises special event sign permits during any 12-month period;
 - e. Temporary off-premises special event signs shall be limited to four times per year, per group/organization;
- ~~f. After a temporary use permit has been approved by the planning board, the planning board may allow the replacement of town street banners with banners promoting the special event. The design, number and location of these banners must be approved by the planning board. These banners can only be placed seven days before the special event and must be removed and the town banners rehung within 48 hours after the special event. All costs associated with these event banners, including manufacturing, installation and removal, will be at the expense of the group that received the temporary use permit. The group must also use the same company and same materials that the town uses for their banners.~~

Adopted this 14th day of May, 2012.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 10. Old Business.

A. Discussion and Possible Consideration of Next Steps Regarding the Municipal Fire Service Model. Mayor Davidson reviewed this item with the Council. He stated, “We have a motion that passed that had two contingencies. The motion was the Town Council move forward with the implementation of a Municipal Fire Service model contingent upon the Town having service contracts in place with the necessary fire service providers required to meet the 5-mile rule for insurance purposes. We worked with Chett Hill with the Department of Insurance and sent him a map that mapped out the five miles from Providence VFD which would be the primary provider. There are areas of the Town in Area 1 that are beyond the five miles. We had to figure out all of these five mile limits. Area 1 is currently serviced by the Stallings VFD. We offered a contract to the Stallings VFD for Area 1 for \$48,000 and at the same time we offered a contract to Wesley Chapel VFD also for Area 1 and Area 4 for \$162,000. We received back a signed contract from Stallings VFD for Area 1 and Butch Plyler, the President of the Wesley Chapel VFD, called me on April 9 and advised that the fire department was not interested and would not sign the contract. That left us with Area 1 taken by Stallings VFD. The next question was what was going to happen with Area 4. We confirmed with Chett Hill that Area 4 can be covered by Providence VFD. I am going to be very clear and hopefully we can say this three or four times in this meeting – I think everyone involved wants to see Area 4 covered by the Wesley Chapel VFD at some point. At this point they did not want the contract under the current terms. There was a question around the New Town area and if the Town limit was within the five miles and it has been confirmed by Chett Hill. There is some commentary in here about future development. There was another piece in the Stallings area that could be a problem. If it is going to be a problem with the five miles, it probably is going to be a short term problem. We have this first contingency met.”

Councilmember Thomisser – Is there any part in the Town limits that is more than five miles from the Providence VFD?

Mayor Davidson – There is a paragraph in this letter from Chett Hill referencing an area of Partridge Lane and Eliah Road of 14 parcels appearing to be beyond five miles of any current fire station. There are two things that may make that short term – one, we hope that Wesley Chapel VFD would cover the area and there is a road that may be going through Amanda Drive based on the Local Area Regional Transportation Plan (LARTP) that could shorten the distance for Providence VFD. I do have a signed contract with Providence VFD for Areas 2 and 3 and for the time being Area 4. Again, when I talked with Providence VFD I made sure it was clear that they should not do anything to their cost structure to rely on the revenues of Area 4 because the offer to Wesley Chapel VFD to cover Area 4 will be here all year. At any time they could take it and get monthly payments. We offered them \$114,000. The same thing we offered Providence VFD. That was basically 2.5 cents for the property value. The second contingency was that the Town Attorney can verify that the automatic aid portion of the Union County contracts is not voided by the implementation of a municipal fire service model. Attorney Fox got the contracts and got the amendments and looked at them. I talked with people at the county and most of them would tell me that they were not an attorney but they did not feel it would violate the contracts. They still would be Union County contracts. There would also still be territory outside of Weddington that Providence VFD we think will cover. At this point what we are concerned about is the rating. Providence VFD will get a rating from the Department of Insurance. Right now they are a straight 6 and the whole Town will get the rating of Providence VFD, even Area 1. When I talked with the Department of Insurance they told me multiple times that there is no fire department going to guarantee you what they are going to get on their inspection because they do not know. I did ask for and got a letter from Providence Chief Dye that may suffice in meeting contingency #2. The letter says, “After reviewing the information from our previous ISO inspection, we at Providence VFD anticipate the ability to maintain the current straight 6 rating with the addition of Areas 3 and 4. In an effort to prevent any unforeseen issues that can arise during the inspection we have requested Mr. A.C. Daniels meet with us and act as a consultant prior to our March 2013

inspection. Mr. Daniels is the senior field inspector for the Office of the State Fire Marshal and is the leading authority on fire department inspections. His insight, guidance and advice will be beneficial in preventing any setbacks that can alter our current rating. We would like to extend an invitation to you or a member of your staff to participate in this meeting. As always we will work hard to keep you informed of all progress.” What Attorney Fox recommended was that we put this burden on Providence to cite that the 6 rating as best as they could estimate could be made. Attorney Fox, do you have any input on anything you did see in these contracts? I know they are old and have been amended so many times.

Attorney Fox – It was hard to follow the contract trail because they had been amended and because of the provisions. That is why I was recommending that Providence VFD be burdened with demonstrating that they will satisfy the mutual aid requirements. Aside from that I did not see anything that resolved the question from my review with absolute certainty.

Mayor Davidson – Another thing that the Department of Insurance wanted was an automatic aid agreement that the Town had with the Stallings VFD and with the Providence VFD. We do have that. Upon the completion of those two tasks, we said we would submit to Union County a resolution by the Town of Weddington approving the establishment of a municipal fire model and notifying Union County of the Town’s unilateral withdrawal of its consent to be included in the incorporated territory within the Providence, Stallings and Wesley Chapel VFD districts.

Councilwoman Hadley moved to approve Resolution R-2012-06:

**RESOLUTION BY THE TOWN OF WEDDINGTON APPROVING THE ESTABLISHMENT OF
A MUNICIPAL FIRE SERVICE MODEL PURSUANT TO G.S. 160A-209 TO PROVIDE FIRE
PROTECTION SERVICES IN THE TOWN OF WEDDINGTON AND AUTHORIZING
NOTIFICATION TO UNION COUNTY OF THE TOWN’S UNILATERAL WITHDRAWAL OF
THE TOWN OF WEDDINGTON’S CONSENT TO THE INCLUSION OF ITS INCORPORATED
TERRITORY WITHIN THE PROVIDENCE, STALLINGS, AND WESLEY CHAPEL
VOLUNTEER FIRE DEPARTMENT DISTRICTS
R-2012-06**

WHEREAS, fire protection services are currently provided to citizens of the Town of Weddington by the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department; and

WHEREAS, the Providence Volunteer Fire Department and the Stallings Volunteer Departments are funded through a fire protection fee charged to residents located within their respective fire protection districts, which were established pursuant to Senate Bill No. 1150, Chapter 883; and

WHEREAS, the Wesley Chapel Volunteer Fire Department was originally funded through a fire protection district fee charged to residents located within a fire protection district established pursuant to Senate Bill No. 1150, Chapter 883, and the Wesley Chapel Volunteer Fire Department is currently funded through a fire service district tax charged to residents located within the Wesley Chapel Volunteer Fire Department fire service district that was established pursuant to G.S. 153A-300 *et seq.*; and

WHEREAS, when the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department fire protection districts were established, Senate Bill No. 1150, Chapter 883 required the Weddington Town Council to enact a resolution consenting to the inclusion of incorporated territory of the Town of Weddington within those fire protection districts; and

WHEREAS, when the Wesley Chapel Volunteer Fire Department fire protection district was converted to a fire service district, G.S. 153A-302 required the Weddington Town Council to enact a resolution consenting to the inclusion of incorporated territory of the Town of Weddington within the Wesley Chapel Volunteer Fire Department fire service district; and

WHEREAS, the Weddington Town Council enacted Resolution R32 on February 25, 1993, consenting to the inclusion of incorporated territory of the Town of Weddington within the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department fire protection districts; and

WHEREAS, the Weddington Town Council enacted Resolution R-2003-07 on May 12, 2003, supporting the conversion of the Wesley Chapel Volunteer Fire Department fire protection district to a fire service district and the inclusion of incorporated territory of the Town of Weddington within that fire service district; and

WHEREAS, without the Town of Weddington's consent, incorporated territory of the Town of Weddington could not be included in the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department or the Wesley Chapel Volunteer Fire Department fire protection and fire service districts; and

WHEREAS, the provision of fire protection services to the citizens of the Town of Weddington by three different volunteer fire departments funded through unequal fees and taxes results in inequities in the provision of fire protection services within the corporate limits of the Town of Weddington and inequities in the allocation of costs for fire service among the Town of Weddington's citizens; and

WHEREAS, the citizens of the Town of Weddington desire for the Town of Weddington to oversee and fund the provision of fire protection services within its corporate limits; and

WHEREAS, the Town of Weddington is authorized pursuant to G.S. 160A-209 (c)(13) to levy taxes on property located within the Town to provide fire protection services and fire prevention programs; and

WHEREAS, the Town of Weddington is also authorized pursuant to G.S. 160A-291 to appoint a fire chief, employ other firemen and organize, equip and maintain a municipal fire department; and

WHEREAS, the Weddington Town Council has carefully investigated and considered its ability to oversee and fund fire protection services within the corporate limits of the Town of Weddington and has determined that it has the ability to establish, oversee and fund those services effectively; and

WHEREAS, the Town of Weddington has sought Union County's approval to the Town's withdrawal of the inclusion of its incorporated territory within the Providence Volunteer Fire Department, the Stallings Volunteer Fire Department and the Wesley Chapel Volunteer Fire Department fire protection districts and the County has indicated that it did not believe that its approval was necessary.

NOW, THEREFORE, BE IT RESOLVED THAT pursuant to G.S. 160A-209 (c)(13) the Town of Weddington shall levy taxes on property located within the Town to provide fire protection services and fire prevention programs to the residents within the incorporated limits of the Town of Weddington; and

BE IT FURTHER RESOLVED THAT the Town of Weddington hereby notifies Union County that the Town of Weddington withdraws its consent to the inclusion of its incorporated territory within the Providence Volunteer Fire Department and the Stallings Volunteer Fire Department fire protection

districts and the Wesley Chapel Volunteer Fire Department fire service district, effective on July 1, 2012 with the provision of fire protection services and fire prevention programs within the corporate limits of the Town of Weddington; and .

BE IT FURTHER RESOLVED THAT the Town of Weddington’s withdrawal of its consent to the inclusion of its incorporated territory from the Providence Volunteer Fire Department and the Stallings Volunteer Fire Department fire protection districts and the Wesley Chapel Volunteer Fire Department fire service district shall become effective on July 1, 2012. Thereafter, all incorporated territory of the Town of Weddington shall be deemed withdrawn from those fire protection districts and fire service district and those districts’ fire protection fees and fire service district taxes shall no longer be imposed on properties within the Town of Weddington’s corporate limits; and

BE IT FURTHER RESOLVED THAT beginning on July 1, 2012, the Town of Weddington shall exercise its authority to oversee and fund the provision of fire protection services within its corporate limits for Fiscal Year 2012-2013 and beyond; and

BE IT FURTHER RESOLVED THAT the Town of Weddington shall demonstrate its ability to oversee and fund the provision of fire protection services within its corporate limits through the adoption of appropriate tax rates, entering into appropriate contracts with volunteer fire departments as needed and by performing any other actions necessary to ensure that appropriate oversight and funding are in place for the provision of fire protection services for the citizens of the Town of Weddington on or before July 1, 2012.

Adopted this 14th day of May, 2012.

Mayor Pro Tem Barry - My question goes back to your interaction with the Wesley Chapel VFD. When you contacted them about Areas 1 and 4 and then followed up with 4, was there a “no, but” or was it “no we do not want to subcontract it?”

Mayor Davidson - The first contract offer was for Areas 1 and 4 for \$162,000. They said no. I sent another contract to them just for Area 4 for \$114,000. That was received on Monday, May 7 and we asked them to let us know by May 11 by 1:00 p.m. and we never heard from them.

Councilmember Thomisser - I think we are premature and there are too many unanswered questions with the Department of Insurance and whether Wesley Chapel VFD will take Area 4 and the thing that I keep thinking about is what we have said here for the last two years that Weddington wants to get out of the fire service business and leave it up to the professionals and this whole scenario does not talk to that. I am a little bit uncomfortable with that.

The vote on the motion is as follows:

AYES: Councilmembers Hadley, Harrison and Mayor Pro Tem Barry
NAYS: Councilmember Thomisser

Mayor Davidson - The next thing we said was that we would submit a Resolution for approval of the municipal insurance district boundaries to the NC Department of Insurance. I received a template from the DOI. This is us asking for the Town of Weddington to get a rating by the Department of Insurance. We will send a map of the Town along with this Resolution and they will come back and ask if our primary can cover the whole Town and we will say no not quite and they will ask to see an automatic aid agreement from a fire station that can and we will give them the one with Stallings VFD and then we will get the 6 rating until they come and do their inspection. Everyone in Town will get the same rating.

Councilwoman Hadley moved to approve Resolution R-2012-07.

**TOWN OF WEDDINGTON
RESOLUTION
FOR APPROVAL OF MUNICIPAL INSURANCE DISTRICT BOUNDARIES
R-2012-07**

**NORTH CAROLINA
UNION COUNTY**

Upon motion by Councilmember Pamela Hadley. Resolved that the Town Council of the Town of Weddington approved the boundary lines of the Weddington Municipal Fire Insurance District in accordance with the maps and description filed this date with the Town Clerk and recorded in the minutes of the meeting. Said Weddington Municipal Fire Insurance District being described as follows:

Attach Map of City Limits

**NORTH CAROLINA
UNION COUNTY**

This is to certify that the foregoing is a true and accurate copy of excerpt from the Minutes of the Town Council of the Town of Weddington, adopted this the 14th day of May, 2012.

Councilmember Thomisser – Is it possible that the insurance rating could be more than a 6?

Mayor Davidson – It is possible that we could get a lower rating or a worse rating than Providence currently has.

The vote on the motion is as follows:

AYES: Councilmembers Hadley, Harrison and Mayor Pro Tem Barry
NAYS: Councilmember Thomisser

Mayor Davidson - I have a contract with the Providence VFD to cover Areas 2, 3 and 4 and it is for \$670,320. The \$114,000 is for Area 4 which can come out any time with 30 days notice. The contract is basically the same that it was previously.

Mayor Pro Tem Barry expressed his concern that the contract was not in the packet to be reviewed and did not feel that the agenda item allowed for approval of contracts.

Mayor Davidson called for a recess to allow the Council to review the proposed contract.

The Council came out of recess.

Attorney Fox - When we go into Closed Session we also want to amend the provisions for Closed Session to instruct staff in terms of negotiating the position related to a contract and to protect the attorney-client privilege.

Councilmember Thomisser - Let's say that Wesley Chapel VFD does not sign the contract. Do they have to provide mutual aid?

Attorney Fox – The mutual aid agreements run between the fire departments and Union County. That is an arrangement that they made with Union County for assistance to various areas within the County. That would be a more appropriate question for Union County.

Councilmember Thomisser - Can we create a situation where Providence VFD would not have a mutual aid? They will have mutual aid from Stallings. Could we create a situation where Wesley Chapel would not provide mutual aid?

Mayor Davidson - I believe there is a possibility of that. All of the research and the people I have talked to at the County level do not think that is the case and believe that the contract will stay intact. Providence VFD still has territory outside of Weddington.

Mayor Pro Tem Barry - The agreements are separate – that is the most important part. There are mutual aid agreements and service agreements. We have not touched the mutual aid agreements.

Councilmember Thomisser - I thought that the Chairman of the Fire Commission said that by statute you do not have to provide mutual aid and that is just something that the fire departments have agreed to do.

Attorney Fox - What we are talking about is not statutory obligations but contractual obligations. There are mutual aid agreements with Union County with all of the volunteer fire departments within the County which contractually obligate the volunteer fire departments to provide mutual aid.

Mayor Davidson asked permission to write a letter to Wesley Chapel VFD citing that the Town would like to have a contract with them for Area 4. He stated, “We had a deadline on it. Now let us give them a letter stating that Area 4 is still available for \$114,000.”

Attorney Fox asked that the letter spell out that the percentage ratio of the dollars that they are receiving is higher than what they are receiving now.

Mayor Pro Tem Barry moved to authorize the Mayor to draft the letter to Wesley Chapel VFD and asked that the Town Attorney review the letter prior to it being sent. The vote on the motion is as follows:

AYES: Councilmembers Thomisser, Harrison and Mayor Pro Tem Barry
NAYS: Councilmember Hadley

Mayor Davidson advised that he will work on a letter of termination to be sent regarding the existing contracts.

Mayor Davidson asked that the Council allow him to write a letter to the Board of County Commissioners describing the information and stating that the Town has offered \$162,000 to Wesley Chapel VFD and the second time \$114,000 and they turned the offer down so that the County will know this information during their budget discussions.

Councilwoman Harrison moved to allow Mayor Davidson to draft the letter to the Union County Board of County Commissioners and to have the Town Attorney review prior to the letter being sent out. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Mayor Davidson asked to provide similar communication to the Department of Insurance. Mayor Pro Tem Barry moved to allow the Mayor to draft a letter to the Department of Insurance as well with the Attorney's review. The vote on the motion is as follows:

AYES: Councilmembers Hadley, Harrison and Mayor Pro Tem Barry
NAYS: Councilmember Thomisser

Mayor Davidson reported that he is going to meet with the Assistant County Manager to start the mapping for the 911 system.

Item No. 11. New Business.

A. Discussion of Fiscal Year 2012-2013 Budget. The Town Council received a copy of the proposed budget and potential non-operating expenditures for Fiscal Year 2012-2013 showing a \$.03 cent and \$.052 cent tax rate. Finance Officer Gaylord reviewed revisions to the budget with the Town Council.

Councilwoman Harrison discussed a budget item for a new phone system that she requested be included in the budget. She stated, "This would allow the Town to get out of the phone business. Ongoing maintenance costs would be the same as we are paying now but with added features. The \$5,000 is a one-time capital cost. In the future it is going to relieve staff and do more for us for a cheaper price."

Mayor Pro Tem Barry - There are things that we have to do and there are things that are nice to do. My concern is that we put it in the budget and there is going to be the assumption that we have agreed to do it.

Council agreed to add the requested item in the budget but this item would have to be approved by the Town Council at a later date before being purchased.

Councilmember Thomisser discussed the request for the defibrillator for the Town Hall at a cost of \$1,125.00. He stated, "Even if we have deputies or fire personnel here with a defibrillator, how long does it take to go to the car and get it and come back again versus taking it off the wall and using it right away."

Council agreed to put the purchase of the defibrillator in the budget.

Mayor Davidson advised that they would discuss a pay increase for staff in Closed Session.

B. Review and Consideration of Devonridge Subdivision Agreement. This item was removed from the agenda.

C. Review and Consideration of NCDOT Municipal Mowing Agreement. The Town Council received a copy of the following memo from Town Administrator/Clerk McCollum and a copy of the Municipal Mowing Agreement:

Attached please find a Municipal Mowing Agreement received by the Town from the NC Department of Transportation. I was contacted by representatives from NCDOT encouraging the Town to approve the agreement to allow the Town to be reimbursed for the mowing of certain areas on Rea Road and Highway 16. NCDOT currently has several of these agreements with other Union County municipalities. NCDOT would normally mow five cycles in a year. The Town would receive \$497.84 for each cycle for a total of \$2,489.20 per year for the areas being maintained on Attachment 1. The Town is currently contracting to have these areas maintained by Daryl's Lawn Care.

Councilwoman Harrison moved to approve the NCDOT Municipal Mowing Agreement. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

D. Update from the May 9, 2012 CCOG Board of Delegates Meeting. Councilmember Thomisser gave the Council an update from the May 9, 2012 CCOG Board of Delegates Meeting. The Town Council received a copy of the agenda and materials from this meeting.

Item No. 12. Update from Town Planner. The Town Council received the following memo from Town Planner Cook:

- Construction of the NC 84 Weddington-Matthews Road Dual Lane Roundabout should begin in the next few months. NCDOT wants to begin work as soon as schools are out but may be delayed due to right-of-way concerns. I talked with new Deputy Division Engineer Tim Boland at TCC last week and he indicated that he and Barry Moose have yet to discuss the Town's decision not to donate right-of-way. Barry has been out of town for two weeks and we should have a response from him this week.

Town Planner Cook - I got an email from Tim Boland this afternoon. He talked with Barry Moose and they need to know if the Town still supports the roundabout. They advised that they have not budgeted money for the right-of-way from the Town and it seems like the current elected body is not together in endorsing this project. Regardless of the right-of-way dedication, NCDOT is looking for an answer.

Councilwoman Harrison – I heard there was a group of citizens that met with Mr. Moose about the negative effect of closing 84 and Weddington-Matthews Road during the construction of the roundabout.

Mayor Davidson - Do they see any positive effect of the traffic circle once it is completed?

Town Planner Cook - I talked with Steve McLeod of the shopping center this morning and I know he supports the roundabout in general.

Councilwoman Harrison - They have a lot of senior citizens that come to these buildings. If they are coming down Highway 84, where are they going to have to go to get access to these buildings?

Mayor Pro Tem Barry – When NCDOT was talking about how they were going to block all the left turns off of 84 and that the roundabout was the solution so all that traffic could come in and take the roundabout and come back into the shopping center, I sat in those meetings and did not hear a lot of groundswell about it. It was to help the church and the shopping center and their traffic flow.

Councilwoman Harrison – I do not think they realized that for two months this area is going to be shut down. When they are doing the construction, Highway 84 is not going to be opened.

Mayor Pro Tem Barry - It is an integral component to the transportation plan that DOT came in here for Providence Road. They know there are failures in the design and this is their answer. I think we have got them ready to create a solution that may be premature but it is not premature five to six years from now. When we are ready for them to come in and build it, there will not be any money.

Mayor Pro Tem Barry moved to inform NCDOT that the Town is supportive of the roundabout.

AYES: Councilmembers Thomisser, Hadley and Mayor Pro Tem Barry
NAYS: Councilmember Harrison

- NCDOT plans to start construction of the Weddington Church Road relocation this month. The project has been awarded to Boggs Paving. NCDOT held several meetings with adjacent landowners last month and have agreed to provide a vegetative buffer to those residents located in the Weddington Estates subdivision. NCDOT is continuing to talk with Daniel Healy (owner of the large house on Bluebird Lane) about the proposed road relocation and possible impacts to his pond.
- The Town has selected Clay Burch with GreenTek to install additional landscaping to the medians along Providence Road, Hemby Road and Rea Road. Councilman Thomisser, Councilwoman Harrison and I met with Clay last week to discuss the plan and potential contract. I will have Attorney Fox review the proposed contract this week.
- The Agritourism and Agricultural Use Definition text amendments were on the February 27th Planning Board agenda (both received a favorable recommendation). These text amendments may be amended once more. If amended, the Town Attorney and Planning Board will have another opportunity to review them before they are on a Town Council agenda.
- Polivka International Company submitted their MX Conditional Zoning Application along with a Land Use Map Amendment request. The Land Use Map Amendment must occur before the rezoning can take place per *Section 58-60* of the *Weddington Zoning Ordinance*. The Land Use Amendment will be on the May 21st Planning Board agenda. The Land Use Map Amendment will be on the June 11th Town Council Consent Agenda.
- I sent the Town Council the 2002, 2006 and 2007 Town surveys on April 12th. This was discussed at the Planning Retreat during the Land Use Plan update conversation. Please send me comments in the next week so that we can begin developing a survey.
- The following items were on the April 23rd Planning Board agenda:
 - Subdivision Sales Signs Text Amendment
 - Section 58-233 Variance Text Amendment
 - DrumStrong Temporary Use Permit for the May 19-20 event. The Planning Board approved the Temporary Use Permit application with several conditions.
- The following items will be on the May 21st Planning Board agenda for discussion:
 - Subdivision Construction Sales Signs Continued
 - Polivka Land Use Map Amendment from Traditional Residential to Business

Item No. 13. Update from Town Administrator/Clerk. The Town Council received the following update memo from Town Administrator/Clerk McCollum:

I have advertised a possible quorum of the Weddington Town Council at the 2nd Annual Weddington Historic Preservation Commission Tea to be held May 17, 2012 from 2 to 4 at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC. The purpose of this meeting is to help gather information regarding Weddington's history through family stories, gathering pictures, articles and memorabilia to help preserve what makes Weddington unique.

I am working on arranging a meeting between Weddington and Marvin's Parks and Recreation Boards and with the Waxhaw Arts Council to discuss details regarding a 2012 Weddington Festival.

Upcoming Meeting Dates:

May 17, 2012	-	Historic Tea
May 21, 2012	-	Planning Board
May 21, 2012	-	Parks and Recreation Advisory Board
May 28, 2012	-	Town Hall Closed for Memorial Day

Item No. 14. Public Safety Report.

Weddington Deputies – 515 calls

PROVIDENCE VFD APRIL REPORT

1. Training- 140.00 hours

Union County:

Fire 17 EMS 9 Total 26

Mecklenburg County:

Fire 05 EMS 0 Total 5

Department Total:

Fire 22

EMS 09

Total 31

The Town Council received a copy of the following:

§ NFIRS Incident Listing Summary Report

§ Income and Expense Budget Performance and Balance Sheet for April 2012

Item No. 15. Update from Finance Officer and Tax Collector.

A. Finance Officer’s Report. The Town Council received the Revenue and Expenditure Statement and Balance Sheet for April 1, 2012 to April 30, 2012. Finance Officer Gaylord advised that she will bring a budget amendment for Fiscal Year 2012 for the Council’s consideration at their next meeting.

B. Tax Collector’s Report. Monthly Report – April 2012

Transactions:	
<\$5.00 Adjustments	\$(79.65)
Balance Adjustment	\$12.00
2011 Interest Charges	\$303.17
Penalty and Interest Payments	\$(239.38)
2011 Chargeback	259.08
Overpayments	\$(49.48)
Taxes Collected:	
2011	\$(4,176.36)
2010	\$(230.74)
2009	\$(286.87)
2008	\$(251.84)
As of May 02, 2012; the following taxes remain Outstanding:	
2002	\$82.07
2003	\$160.16
2004	\$159.59

2005	\$291.65
2006	\$169.79
2007	\$188.41
2008	\$2,019.93
2009	\$2,947.36
2010	\$5,380.91
2011	\$16,186.70
Total Outstanding:	\$27,586.57

Notice of Right to Advertise was mailed 04/23/2012

Item No. 16. Transportation Report. There was no Transportation Report.

Item No. 17. Council Comments. There were no Council Comments.

Item No. 18. Closed Session. Mayor Pro Tem Barry moved to go into Closed Session for the following:

- § Consideration of Approval of Minutes
- § Pursuant to NCGS 143-318.11 (a) (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged
- § Pursuant to NCGS 143-318.11 (a) (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract
- § Pursuant to NCGS 143-318.11 (a) (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Mayor Pro Tem Barry moved to come back into open session. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 19. Call for Public Hearing on the Fiscal Year 2012-2013 Budget and to Set the Tax Rate (Public Hearing to be Held June 11, 2012 at 7:00 p.m. at the Weddington Town Hall). Council asked that Finance Officer Gaylord put in the budget a 1.5% pay increase for staff along with a 1.5% bonus to be paid in December. Mayor Pro Tem Barry moved to call for the public hearing to consider the Fiscal Year 2012-2013 Budget with a 5.2 cent tax rate. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 20. Providence VFD Contract. Councilwoman Harrison moved to direct Mayor Pro Tem Barry to work with the Town Attorney to modify the Providence VFD contract language, circulate the amended contract to all members of the Town Council and authorize the Mayor to sign the contract. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

Item No. 21. Adjournment. Mayor Pro Tem Barry moved to adjourn the May 14, 2012 Regular Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley, Harrison and Mayor Pro Tem Barry
NAYS: None

The meeting ended at 9:39 p.m.

Walker F. Davidson, Mayor

Amy S. McCollum, Town Clerk

**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
THURSDAY, MAY 17, 2012 – 1:45 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Special Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on May 17, 2012, with Mayor Walker F. Davidson presiding.

Present: Mayor Walker F. Davidson, Councilmembers Werner Thomisser, Pamela Hadley and Barbara Harrison and Town Administrator/Clerk Amy S. McCollum

Absent: Mayor Pro Tem Daniel Barry

Visitors: John Houston

Item No. 1. Call to Order. Mayor Walker F. Davidson called the May 17, 2012 Special Town Council Meeting to order at 1:45 p.m. There was a quorum.

Item No. 2. Consideration of Approval of Fire Service Contracts. Councilwoman Pamela Hadley moved to approve the Automatic Aid Agreement for Fire Protection and the Stallings Fire Suppression Contract that were given to the Town Council for their review. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley and Harrison
NAYS: None

Item No. 3. Adjournment. Councilwoman Barbara Harrison moved to adjourn the May 17, 2012 Special Town Council Meeting. All were in favor, with votes recorded as follows:

AYES: Councilmembers Thomisser, Hadley and Harrison
NAYS: None

The meeting ended at 1:46 p.m.

Walker F. Davidson, Mayor

Amy S. McCollum, Town Clerk



NORTH CAROLINA OFFICE

10700 Sikes Place, Suite 110
Charlotte, NC 28277

Phone: 704.321.0802
Fax: 704.321.0805
www.polivkaintl.com

April 25, 2012

Planning Board
Town of Weddington
Weddington, NC 28104

Re: Parcel Number 06150045
Deed Book and Page: 4430 and 0860
Owner: Polivka Parking Solutions, LLC

Dear Members of the Planning Board:

I am writing to request a land use amendment from Traditional Residential to Business on the Land Use Map for my property located on the west side of Providence Road across from the existing Harris Teeter shopping center, north of the Weddington United Methodist Church and south of the Hunter Berry Farm. It is my desire to work with the Town of Weddington in enhancing the quality of life in the community and have my property compliment the adjacent properties which are listed as commercial and business.

It is my understanding that in the past few years the Planning Board has amended the land use of 3 other parcels near my property from residential to business. I am trusting that the Planning Board will provide me the same consideration in amending the present land use of my property from Traditional Residential to Business to enable my business to build and locate its corporate office in Weddington.

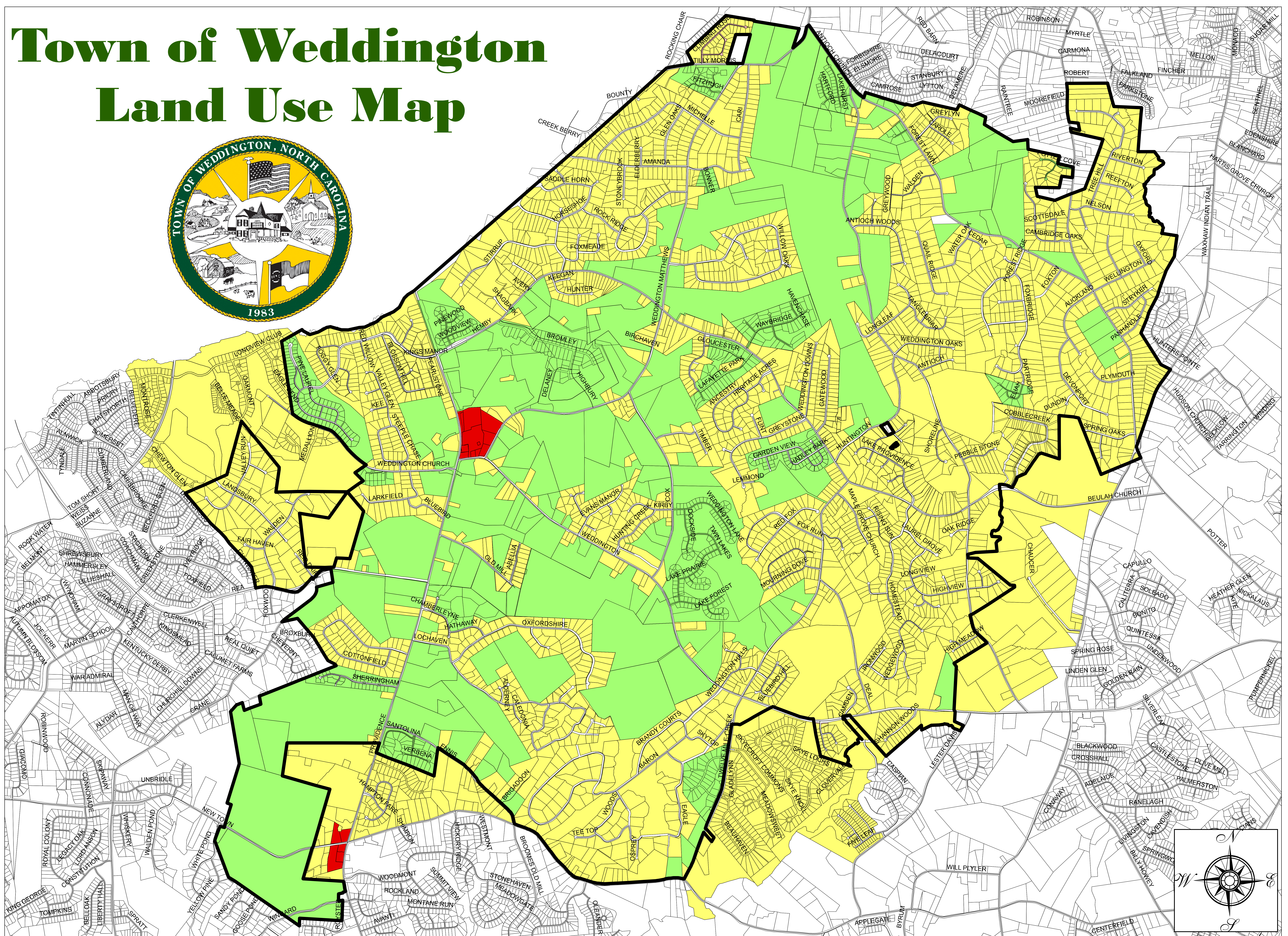
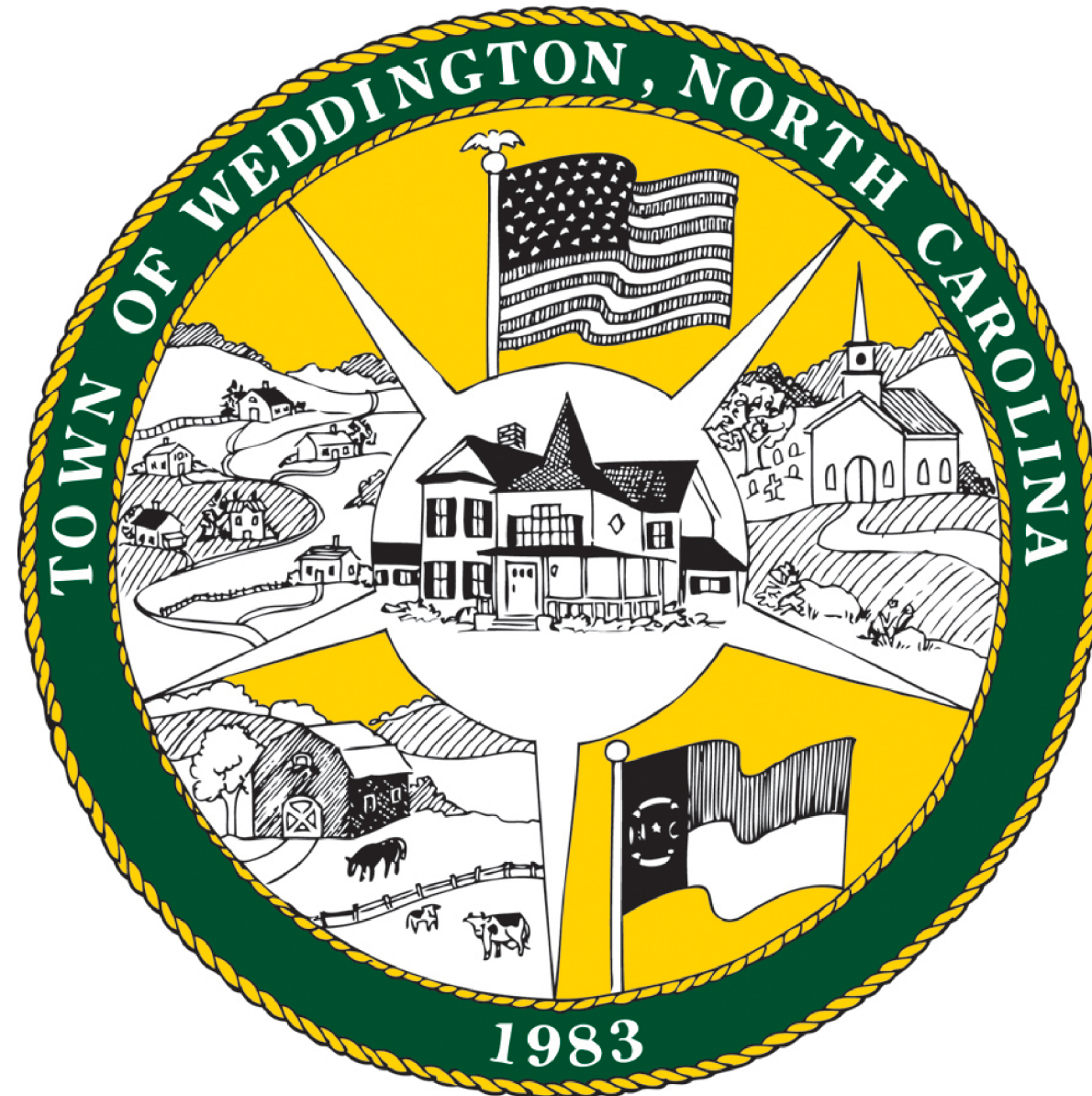
Thank you for your attention and consideration to my request.

Sincerely,

A. Basil Polivka


Town of Weddington

Land Use Map



 **Traditional Residential**

 **Residential Conservation**

 **Business**

 **Weddington Town Limits***

Map Adopted 3/11/02
Last Amended 10/10/11
 *Area outside of Town Limits is Study Area Boundary

Subdivision Sales Signs-All New Text Below:

Section 58-4. - Definitions

Sign, subdivision sales, means a sign located at the entrance of a subdivision, identifying lots and/or homes for sale. Subdivision sales signs may be permitted only after the Final Plat is approved by the Town Council.

Sec. 58-151. - Temporary signs.

(c) *Subdivision sales signs*. One subdivision sales sign per entrance shall be permitted and shall require a sign permit, valid for one year and renewable annually as long as 10% (rounded up) or 10 lots, (excluding septic and unbuildable lots) whichever is less, continue to be marketed for sale. Subdivision sales signs may be no greater than 20 square feet (including text and support structure) in area and six feet in height, measured from grade, and must be located behind the right-of-way line and out of the sight triangle at the subdivision entrance. No lighting of subdivision sales signs shall be permitted.

CONTRACT TO AUDIT ACCOUNTS
Of TOWN OF WEDDINGTON

Governmental Unit

On this 2ND day of MAY, 2012, TINSLEY & TERRY, CPAS, P.A.

Auditor

19109 W. CATAWBA AVE., SUITE 116

Mailing Address

CORNELIUS, NC 28031, hereinafter referred to as

the Auditor, and TOWN COUNCIL of TOWN OF WEDDINGTON, hereinafter referred

Governing Board

Governmental Unit

to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning JULY 1, 2011, and ending JUNE 30, 2012. 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 will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, 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).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers 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 LGC. If the audit and/or workpapers 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.
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. 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*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he 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 their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 22) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.

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 the SLGFD within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2012. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will 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 findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: lgc.invoices@nctreasurer.com

Email Subject line should read "unit name – invoice. The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost 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:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit \$5,870

Preparation of the annual financial statements \$2,130

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) auditors may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. **The 75% cap for interim invoice approval for this audit contract is \$6,000**

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. 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 and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client 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 as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission.

In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. 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 Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.

16. Whenever the Auditor uses an engagement letter with the client, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
17. Special provisions should be limited. Please list any special provisions in an attachment. **SEE ENGAGEMENT LETTER**
18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of March 5, 2012. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
21. 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 Local Government Commission.
22. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 16.)
23. **All communications regarding Audit contract requests for modification or official approvals will be sent to the email Addresses provided in the following areas.**

Audit Firm Signature:
 Firm TINSLEY & TERRY, CPAS, P.A.

By CLARE H. MEYER
 (Please type or print name)

Clare H Meyer CPA
 (Signature of authorized audit firm representative)

Email Address of Audit Firm:
CLAREM@BELLSOUTH.NET

Date 5/6/2012

Unit Signatures (continued):

By _____
 (Chair of Audit Committee- please type or print name)

 (Signature of Audit Committee Chairperson)

Date _____
 (If unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

LESLIE GAYLORD, FINANCE OFFICER
 Governmental Unit Finance Officer (Please type or print name)

 (Signature)

Email Address of Finance Officer:
leslie@townofweddington.com

Date _____
 (Preaudit Certificate must be dated.)

Unit Signatures:

WALKER DAVIDSON, MAYOR
 By _____
 (Please type or print name and title)

 (Signature of Mayor/Chairperson of governing board)

Date _____

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

TINSLEY & TERRY, CPAs, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

May 2, 2012

Town of Weddington
1924 Weddington Road
Weddington, NC 28104

We are pleased to confirm our understanding of the services we are to provide the Town of Weddington for the year ended June 30, 2012. We will audit the financial statements of the governmental activities and the major fund, which collectively comprise the basic financial statements of the Town of Weddington as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the 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 in accordance with auditing standards generally accepted in the United States of America to Town of Weddington's RSI in accordance with accounting standards generally accepted in the United States of America. 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 generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

Supplementary information other than RSI also accompanies the Town of Weddington's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic 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 auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Ad Valorem Tax Receivable
- 2) Analysis of Current Tax Levy
- 3) Combining and Individual Fund Statements and Schedules
- 4) Budgetary Schedules

Objective

The objective 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 generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully 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 to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, and the aggregate remaining fund information of the Town of Weddington and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (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 information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the 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 or illegal acts 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, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. 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 the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information including its form and content is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed for those used in the prior period or, if they have changed, the reasons for such changes; and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of

Mecklenburg, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to North Carolina law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute 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 entity or to acts by management or employees acting on behalf of the entity.

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 may exist and not be detected by us even though the audit is properly planned and performed in accordance with U.S. generally accepted 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 and 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.

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, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. 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.

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

We expect to begin our audit on approximately August 27, 2012 and to issue our reports no later than October 31, 2012. Clare H. Meyer, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates 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 \$8,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. 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. We reserve the right to suspend services if payment to our firm is not up to date.

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 the enclosed copy and return it to us.

Very truly yours,

Tinsley + Terry, CPAs, PA

Tinsley and Terry, CPAs, PA

RESPONSE:

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

By:

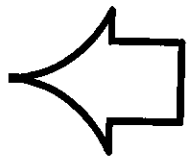
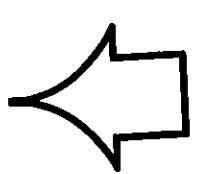
Title: Mayor

Date:

By:

Title: Finance Officer

Date:



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

MEMORANDUM

TO: Weddington Town Council

FROM: Amy S. McCollum, Town Administrator/Clerk

DATE: June 7, 2012

SUBJECT: Letter of Credit – Retreat Subdivision

The Town is currently holding \$8,505.00 for the maintenance of roads in the Retreat Subdivision. We have received information from MI Homes showing that they have purchased 7 of the 9 lots and have the Declarants' Rights for the subdivision. They have informed the Town in writing that they will implement and enforce the Declaration of Covenants, Conditions and Restrictions for the Retreat Subdivision and will maintain Old Post Road. This road will not be taken over by NCDOT and will be maintained by the Homeowners Association. After speaking with our Town engineer, she feels that the Town can release the letter of credit for this subdivision.

Sec. 58-233. - Variances.

- (a) Under no circumstances shall the board of adjustment grant a variance to allow a use of land or structures not permitted under the terms of this chapter in the district involved or for a use expressly, or by inference, prohibited in said district. No variances shall be granted by the board of adjustment for the following:
- (1) Setbacks for signs and areas and/or height of signs.
 - (2) Setbacks for essential services, class III.
 - (3) To change the uses that are permitted on the property in question. No variance for setbacks shall be granted which allows the applicant to reduce the applicable setback by more than 50 percent.
- (b) The board of adjustment, before granting a variance, shall make the following findings based on substantial, competent and material evidence in the record before them:
- (1) That there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this chapter. This shall be construed to mean:
 - a. If the property owner complies with the provision of this chapter, he can secure no reasonable return from, or make any reasonable use of his property;
 - b. The hardship results from the application of this chapter;
 - c. The hardship is suffered by the applicant's property;
 - d. The hardship is not the result of the applicant's own action; and
 - e. The hardship is peculiar to the applicant's property.
 - (2) That the variance is in harmony with the general purpose and intent of this chapter and preserves its spirit.
 - (3) That in the granting of the variance, the public safety and welfare have been assured and substantial justice has been done.
 - (4) That the reasons set forth in the application and the hearing justify the granting of a variance, and that the variance is a minimum one that will make possible the reasonable use of land or structures.
- (c) Any order of the board of adjustment in granting a variance shall expire if a zoning permit, or certificate of occupancy for such use if a zoning permit is not required, has not been obtained within one year from the date of the decision.

(Ord. No. O-2010-08, 6-14-2010)

**AN ORDINANCE TO AMEND SECTION 58-233
OF THE CODE OF ORDINANCES
OF THE TOWN OF WEDDINGTON
O-2012-10**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEDDINGTON THAT SECTION 58-233 OF THE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

Sec. 58-233. - Variances.

- (a) Under no circumstances shall the board of adjustment grant a variance to allow a use of land or structures not permitted under the terms of this chapter in the district involved or for a use expressly, or by inference, prohibited in said district. No variances shall be granted by the board of adjustment for the following:
- (1) Setbacks for signs and areas and/or height of signs.
 - (2) Setbacks for essential services, class III.
 - (3) To change the uses that are permitted on the property in question.
- No variance for setbacks shall be granted which allows the applicant to reduce the applicable setback by more than 50 percent.
- (b) The board of adjustment, before granting a variance, shall make the following findings based on substantial, competent and material evidence in the record before them:
- (1) That there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this chapter. This shall be construed to mean:
 - a. If the property owner complies with the provision of this chapter, he can secure no reasonable return from, or make any reasonable use of his property;
 - b. The hardship results from the application of this chapter;
 - c. The hardship is suffered by the applicant's property;
 - d. The hardship is not the result of the applicant's own action; and
 - e. The hardship is peculiar to the applicant's property.
 - (2) That the variance is in harmony with the general purpose and intent of this chapter and preserves its spirit.
 - (3) That in the granting of the variance, the public safety and welfare have been assured and substantial justice has been done.
 - (4) That the reasons set forth in the application and the hearing justify the granting of a variance, and that the variance is a minimum one that will make possible the reasonable use of land or structures.
- (c) Any order of the board of adjustment in granting a variance shall expire if a zoning permit, or certificate of occupancy for such use if a zoning permit is not required, has not been obtained within one year from the date of the decision.

Adopted this 11th day of June, 2012.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

**TOWN OF WEDDINGTON
 PROPOSED BUDGET
 FYE 6/30/2013**

Revenues		
Ad Valorem Taxes		1,020,250
State-Collected Revenues		656,450
Zoning and Subdivision		72,250
Other Revenues		19,000
Total Revenues		1,767,950
Expenditures		
Administrative Expenditures		421,050
Planning and Zoning		222,125
General Government		1,124,775
Total Expenditures		1,767,950

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FYE 6/30/2013**

	FY2012 YTD AS OF 4/30/12	PROJECTED FY2012 AS OF 6/30/12	FY 2012 PROPOSED AMENDED BUDGET	\$.052 Tax FY 2013 PROPOSED BUDGET
balance has changed				
REVENUE:				
10-3101-110 AD VALOREM TAX - CURRENT	553,269.96	555,000.00	552,000.00	960,000.00
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	7,961.05	8,000.00	7,500.00	5,000.00
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	2,581.69	2,750.00	2,500.00	1,000.00
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	25,249.68	32,750.00	32,500.00	52,000.00
10-3115-180 TAX INTEREST	1,429.94	1,750.00	1,750.00	2,250.00
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	94,995.38	134,995.38	135,000.00	157,700.00
10-3322-220 BEER & WINE TAX	0.00	45,000.00	41,000.00	48,750.00
10-3324-220 UTILITY FRANCHISE TAX	313,083.32	415,000.00	415,000.00	450,000.00
10-3340-400 ZONING & PERMIT FEES	10,505.00	10,000.00	10,000.00	10,000.00
10-3350-400 SUBDIVISION FEES	0.00	1,000.00	1,000.00	62,250.00
10-3830-891 MISCELLANEOUS REVENUES	13,951.65	13,900.00	13,500.00	1,500.00
10-3831-491 INVESTMENT INCOME	6,574.80	9,000.00	9,000.00	17,500.00
TOTAL REVENUE	1,029,602.47	1,229,145.38	1,220,750.00	1,767,950.00
GENERAL GOVERNMENT EXPENDITURE:				
10-4110-126 FIRE DEPT SUBSIDIES	164,652.25	268,000.00	268,000.00	720,000.00
10-4110-128 POLICE PROTECTION	216,609.00	216,609.00	217,000.00	233,000.00
10-4110-192 ATTORNEY FEES	71,069.48	105,069.48	110,000.00	153,275.00
10-4110-195 ELECTION EXPENSE	9,271.03	10,825.00	10,825.00	2,000.00
10-4110-340 EVENTS & PUBLICATIONS	27,539.15	27,539.15	27,750.00	13,500.00
10-4110-495 OUTSIDE AGENCY FUNDING	2,356.60	2,356.60	2,500.00	3,000.00
TOTAL GENERAL GOVT EXPENDITURE	491,497.51	630,399.23	636,075.00	1,124,775.00
ADMINISTRATIVE EXPENDITURE:				
10-4120-121 SALARIES - CLERK	54,052.73	64,863.28	65,000.00	69,475.00
10-4120-123 SALARIES - TAX COLLECTOR	31,880.43	38,256.52	39,000.00	41,000.00
10-4120-124 SALARIES - FINANCE OFFICER	6,670.92	8,075.32	8,000.00	10,850.00
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	17,500.00	21,000.00	21,000.00	21,000.00
10-4120-181 FICA EXPENSE	8,323.10	9,987.72	10,400.00	11,000.00
10-4120-182 EMPLOYEE RETIREMENT	15,355.49	18,426.59	20,000.00	18,500.00
10-4120-183 EMPLOYEE INSURANCE	14,711.05	17,653.26	18,000.00	18,500.00
10-4120-184 EMPLOYEE LIFE INSURANCE	270.56	324.67	325.00	350.00
10-4120-185 EMPLOYEE S-T DISABILITY	238.80	286.56	300.00	325.00
10-4120-191 AUDIT FEES	7,800.00	7,800.00	7,800.00	8,900.00
10-4120-193 CONTRACT LABOR	999.00	2,000.00	2,000.00	5,000.00
10-4120-200 OFFICE SUPPLIES - ADMIN	15,323.41	17,500.00	17,500.00	42,125.00
10-4120-210 PLANNING CONFERENCE	933.12	1,500.00	1,000.00	2,500.00
10-4120-321 TELEPHONE - ADMIN	1,724.05	3,184.05	3,500.00	4,500.00
10-4120-325 POSTAGE - ADMIN	2,820.72	3,595.72	3,500.00	4,200.00
10-4120-331 UTILITIES - ADMIN	2,902.65	3,870.20	4,000.00	4,725.00
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	6,968.30	8,668.30	8,500.00	35,000.00

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FYE 6/30/2013**

	FY2012 YTD AS OF 4/30/12	PROJECTED FY2012 AS OF 6/30/12	FY 2012 PROPOSED AMENDED BUDGET	\$0.052 Tax FY 2013 PROPOSED BUDGET
balance has changed				
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	22,758.42	24,608.42	25,000.00	25,000.00
10-4120-354 REPAIRS & MAINTENANCE - GROUNDS	26,031.10	79,031.10	75,000.00	36,000.00
10-4120-355 REPAIRS & MAINTENANCE - PEST CONTRL	440.00	750.00	750.00	750.00
10-4120-356 REPAIRS & MAINTENANCE - CUSTODIAL	3,900.00	5,300.00	5,750.00	5,750.00
10-4120-370 ADVERTISING - ADMIN	508.37	900.00	1,000.00	1,000.00
10-4120-397 TAX LISTING & TAX COLLECTION FEES	203.94	650.00	1,000.00	1,000.00
10-4120-400 ADMINISTRATIVE:TRAINING	3,037.92	4,000.00	3,500.00	4,100.00
10-4120-410 ADMINISTRATIVE:TRAVEL	4,988.81	6,000.00	6,300.00	6,500.00
10-4120-450 INSURANCE	11,048.45	12,500.00	12,500.00	20,000.00
10-4120-491 DUES & SUBSCRIPTIONS MUMPO	13,071.00	17,071.00	20,000.00	18,000.00
10-4120-498 GIFTS & AWARDS	1,411.08	1,500.00	1,500.00	1,500.00
10-4120-499 MISCELLANEOUS	2,282.00	3,032.00	2,675.00	3,500.00
TOTAL ADMINISTRATIVE EXPENDITURE	278,155.42	382,334.70	384,800.00	421,050.00
PLANNING & ZONING EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTRATOR	50,163.80	60,197.00	60,375.00	62,000.00
10-4130-122 SALARIES - ASST ZONING ADMINISTRATR	1,638.36	1,966.03	2,500.00	2,500.00
10-4130-123 SALARIES - RECEPTIONIST	15,748.67	18,898.40	19,000.00	22,910.00
10-4130-124 SALARIES - PLANNING BOARD	12,900.00	16,280.00	17,500.00	17,500.00
10-4130-125 SALARIES - SIGN REMOVAL	3,826.36	4,591.63	4,500.00	4,500.00
10-4130-181 FICA EXPENSE - P&Z	6,447.31	7,736.77	8,000.00	8,500.00
10-4130-182 EMPLOYEE RETIREMENT - P&Z	9,897.46	11,876.95	12,500.00	13,000.00
10-4130-183 EMPLOYEE INSURANCE	17,955.95	17,836.74	18,500.00	19,500.00
10-4130-184 EMPLOYEE LIFE INSURANCE	272.44	326.93	300.00	325.00
10-4130-185 EMPLOYEE S-T DISABILITY	121.20	145.44	200.00	215.00
10-4130-193 CONSULTING	17,514.62	20,000.00	20,000.00	15,000.00
10-4130-194 CONSULTING - COG	757.50	1,500.00	1,500.00	10,000.00
10-4130-200 OFFICE SUPPLIES - PLANNING & ZONING	6,235.38	7,647.17	5,000.00	5,000.00
10-4130-201 ZONING SPECIFIC OFFICE SUPPLIES	0.00	0.00	2,500.00	2,500.00
10-4130-215 HISTORIC PRESERVATION	0.00	100.00	0.00	500.00
10-4130-220 TRANSPORTATION & IMPROVEMENTS	15,764.59	18,524.59	30,500.00	23,750.00
10-4130-321 TELEPHONE - PLANNING & ZONING	1,841.85	3,184.05	3,500.00	4,500.00
10-4130-325 POSTAGE - PLANNING & ZONING	1,884.22	3,595.72	3,500.00	4,200.00
10-4130-331 UTILITIES - PLANNING & ZONING	2,902.74	3,870.20	4,000.00	4,725.00
10-4130-370 ADVERTISING - PLANNING & ZONING	428.63	900.00	1,000.00	1,000.00
TOTAL PLANNING & ZONING EXPENDITURE	166,301.08	199,177.63	214,875.00	222,125.00
TOTAL EXPENDITURES	935,954.01	1,211,911.57	1,235,750.00	1,767,950.00
NET REVENUES/(EXPENDITURES)	93,648.46	17,233.81	-15,000.00	0.00
APPROPRIATION FROM FUND BALANCE			15,000.00	

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FYE 6/30/2013**

 balance has changed

FY2012 YTD
AS OF 4/30/12

PROJECTED
FY2012
AS OF 6/30/12

FY 2012
PROPOSED
AMENDED
BUDGET

\$0.052 Tax
FY 2013
PROPOSED
BUDGET

1 cent tax = approximately \$185,000.00

**TOWN OF WEDDINGTON
POTENTIAL NON-OPERATING EXPENDITURES**

**FY2013
@ 5.2 cents**

Net Operating Revenues Over Expenditures 830,810.50

Proposed non-recurring revenues

Subdivision Fees
 Anney 75 lots (sketch, preliminary plat) 26,250.00
 New 100 lots (sketch, preliminary) 35,000.00
 Bromley ??

Adjusted Revenues Over Expenditures 892,060.50

Proposed non-operating expenditures to be funded

PVFD	Paid staff/training	672,000.00
	Building upgrades	0.00
	Potential increase in audit fees	800.00
WCVFD		0.00
Stallings VFD		48,000.00
Police	Increase in contract price	15,200.00
	Computer (if "hand-me-down" not available)	800.00
Public Safety	Defibrillator	1,125.00
Parks & Rec	Easter Egg Hunt	500.00
	Festival -- upfront money	1,000.00
	Holiday banners	1,500.00
	Tree - indoor	350.00
	Tree lighting - lights & installation	1,300.00
	Tree lighting - food/crafts/other	1,000.00
	Litter sweeps	250.00
	Meet and Greet local groups	1,200.00
Grounds maintenance	Medians maintenance	
	Medians landscaping	1,000.00
	Live tree	
Building Maint	Painting of Town Hall	10,000.00
	Roof	16,500.00
Council technology	VC3 - upfront	2,000.00
	VC3 - monthly fees	24,000.00
	Telephone system hardware/capital	5,000.00
Transportation	Roundabout irrigation	9,000.00
	Sidewalks	13,425.50
	Rea Road	
Attorney	Fire department contracts, opinions, research	43,275.00
Outside agency	Urban forester	3,000.00
Consulting	General consulting/ Land use survey	10,000.00
Salary adj	COLA/Merit/Taxes/Benefits (1.5% COLA, 1.5% bonus - December)	9,835.00
Total cost of non-operating expenditures		892,060.50

FUND BALANCE ASSIGNMENTS

Library	\$250,000
Rea Road Engineering	\$200,000
Capital Projects (Town Hall, sidewalks)	\$50,000

ADJUSTED UNASSIGNED FUND BALANCE AS OF 6/30/11

APPROXIMATE MINIMUM FUND BALANCE REQUIRED

(Town Policy states not less than 50% of budgeted expenditures)

**TOWN OF WEDDINGTON, NORTH CAROLINA
2012-2013 GENERAL FUND BUDGET ORDINANCE
O-2012-09**

BE IT ORDAINED By The Town Council of Weddington, North Carolina, In Session Assembled:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of Weddington Government and its activities for the fiscal year beginning July 1, 2012 and ending June 30, 2013, according to the following summary and schedules:

SUMMARY

<u>FUND</u>	<u>ESTIMATED REVENUES</u>	<u>TOTAL APPROPRIATION</u>
General	\$1,767,950	\$1,767,950

Section 2. That for said fiscal year there is hereby appropriated out of the General Fund the following:

<u>GENERAL FUND</u>	<u>AMOUNT</u>
General Government	\$ 1,124,775
Planning & Zoning	222,125
Administrative	<u>421,050</u>
TOTAL APPROPRIATIONS – GENERAL FUND	<u>\$1,767,950</u>

Section 3. It is estimated that the following General Fund Revenues and Fund Balance Appropriations will be available during the fiscal year beginning July 1, 2012 and ending June 30, 2012 to meet the foregoing General Fund appropriations:

<u>REVENUE SOURCE</u>	<u>AMOUNT</u>
Ad Valorem Taxes	\$1,020,250

State-Collected Revenues	656,450
Zoning and Subdivision Revenues	72,250
Other Revenues	<u>19,000</u>
 TOTAL REVENUE GENERAL FUND	 <u>\$1,767,950</u>

Section 4. There is hereby levied for the fiscal year ending June 30, 2013 the following rate of taxes on each (\$100) assessed valuation of taxable property as listed as of January 1, 2012 for the purpose of raising the revenues from current year's property tax as set forth in the foregoing estimates of Revenues, and in order to finance foregoing appropriations:

GENERAL FUND	<u>\$0.052</u>
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Section 5. The Finance Officer is hereby authorized to transfer appropriations within a fund contained herein under the following conditions:

- a. She may transfer amounts between object of expenditure within a department without limitation.
- b. She may transfer amounts between departments of the same fund with an official report on such transfers to the Town Council.
- c. She may make expenditures and/or transfers from appropriations as necessary.

Section 6. All capital items, (items exceeding \$5,000), are to be approved in accord with the adopted budget. The Finance Officer will maintain a list of approved capital outlay items.

Adopted this 11th day of June, 2012.

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

**STATE OF NORTH CAROLINA
COUNTY OF UNION**

FIRE SUPPRESSION CONTRACT

THIS CONTRACT, made and entered into this 1st day of July, 2012, by and between the Town of Weddington, a municipal corporation, hereinafter referred to as “Town”, and the Wesley Chapel Volunteer Fire Department, a duly organized rural fire department, hereinafter referred to as “Department”.

WITNESSETH:

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

WHEREAS, the Wesley Chapel Volunteer Fire Department as a fully organized rural fire department has the ability to provide fire protection to portions of the Town of Weddington as shown in Area 4 of Exhibit “A” attached, and desires to provide said fire protection.

NOW THEREFORE, the Town and the Department hereby contract for fire service to the territory described in Area 4 of Exhibit “A” hereof, according to the following terms and conditions:

1. **Service Responsibility - Fire Suppression Service.** The Department’s units and personnel shall be routinely dispatched by the Union County Emergency Communications Center to all fire emergencies in Area 4 in Exhibit “A”.

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

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

2. **Service Responsibility – Emergency Medical.** The Town does not provide emergency medical services within its current limits, this being a function of Union County. Therefore, the Department will provide whatever emergency medical services in the territory that it was providing prior to this agreement and subject to any agreement Department may have with Union County.
3. **Maintenance.** The Department shall be responsible for continuing its customary maintenance activities.
4. **Response Time.** The Department’s response time is expected to continue to be immediate and in the most professional manner possible. The response times shall be consistent with present response times of the Department to the subject territory.

5. **Terms.** This agreement shall commence on the date this agreement is signed and shall be in effect for a period of one year from said commencement date, after which time this agreement shall automatically renew from year to year, on each anniversary date, for successive periods of one (1) year each until such time as it shall be terminated by either party. The parties mutually covenant and agree that this contract for Fire Service may be terminated with or without cause by either party at any time upon (30) days written notice to the other party.
6. **Assumption of Responsibility.** The Department agrees to assume full responsibility in its provision of fire suppression and rescue services as required hereunder. The Department shall assume all liability and responsibility for the death of or injury of any personnel of its command, providing services hereunder, and shall hold the Town harmless on account of any liability for property damaged or destroyed, or persons injured or killed, while responding to, at the actual scene, or returning from any fire, rescue, emergency, civil disorder, holocaust, conflagration or natural disaster due to fire fighting and rescue operations, fire control tactics and strategy or other operations as may be required.

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

The Wesley Chapel Volunteer Fire Department shall have primary authority on all calls in the territory set forth in Area 4 in Exhibit "A". This primary authority shall not violate any requirements of the North Carolina Department of Insurance.

7. **Nondiscrimination Guarantees.** In consideration of the signing of this Contract, the Department for itself, its agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, sex, creed, handicap, or national origin with reference to the subject matter of this contract, no matter how remote.
8. **Compensation.** The Town shall compensate the Department in the amount of \$10,400 per month to be paid on or before the 15th day of each month.

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

TOWN OF WEDDINGTON

Walker F. Davidson, Mayor

Attest:

Amy S. McCollum, Town Clerk

WESLEY CHAPEL VFD

President of VFD

Attest:

Secretary of VFD

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

NORTH CAROLINA

UNION COUNTY

TOWN OF WEDDINGTON

This agreement, made and entered into this 1st day of July, 2012 by the Fire Departments, non-profit corporations of Union County, North Carolina, and the municipal Corporation of the Town of Weddington, Union County, North Carolina.

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, the county has written automatic aid protocols which is maintained and utilized by the Union County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an Agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. To activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus equipment and manpower into action to assist the needed party.
2. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
4. Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
5. Either party may, at any time, terminate this agreement, through its Board of Directors, and upon the serving of a thirty-day written notice to The County Fire Marshal.
6. When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.

7. When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

WESLEY CHAPEL VOLUNTEER FIRE DEPARTMENT

ATTEST:

By: _____
President, Board of Directors

_____ Date

By: _____
Secretary, Board of Directors

_____ Date

TOWN OF WEDDINGTON

ATTEST:

By: _____
Walker F. Davidson, Mayor

_____ Date

By: _____
Amy S. McCollum, Town Clerk

_____ Date

TOWN OF WEDDINGTON

MEMORANDUM

TO: Weddington Town Council

FROM: Amy S. McCollum, Town Administrator/Clerk

DATE: June 4, 2012

SUBJECT: Devonridge Subdivision Agreement

On March 15, 2012 the Town cashed in the Letter of Credit for the Devonridge Subdivision and is currently holding \$61,270.40 for work to satisfy Union County Public Works and \$87,885.00 for work recommended by our engineer US Infrastructure. The Town is also holding \$29,212.00 until the Homeowners Association is established and takes over the roads.

Devonridge obtained final plat approval from the Town on January 8, 2007 and as a condition of approval committed to complete certain infrastructure improvements including water and sewer installation and activation and road performance and maintenance. No home has yet been constructed in the Devonridge Subdivision. The current developer seeks to sell the property. The current developer and future buyer seek for the Town to retain the money held until such time as all improvements are completed and permits are acquired and the HOA assumes responsibility for the roads.

The term of this Agreement shall be until the project is completed to the satisfaction of UCPW and USI and the streets are accepted by the HOA. Upon all improvements being made, the Town would then transfer all moneys to the Buyer. The agreement would need to be signed by the current developer, the future buyer and the Town. The developer has paid \$1,000 towards the fees associated with the drafting of the agreement.

Please let me know if you have any questions.

AGREEMENT

This AGREEMENT is made this the _____ day of _____, 2012 (the “Effective Date”) by and between Pettus Properties, Incorporated, a North Carolina corporation (“Developer/Seller”), Meritage Homes of North Carolina, Inc., an Arizona corporation (“Buyer”) and the Town of Weddington, an incorporated municipality of the State of North Carolina (“Town”).

RECITALS

WHEREAS, Developer/Seller is the developer and owner of a recorded subdivision in the Town known as Devonridge (formerly known as Falcon Place Subdivision); and

WHEREAS, Devonridge obtained final plat approval from the Town on January 8, 2007 and, as a condition of such approval, committed to complete certain infrastructure improvements including water and sewer installation and activation and road performance and maintenance, but no home has yet been constructed in the Devonridge Subdivision; and

WHEREAS, as a component of the final plat approval, the subdivision map was reviewed by Union County Public Works (“UCPW”) and the record map was determined to be satisfactory; and

WHEREAS, water and sewer plans for the subdivision were approved by both UCPW and the North Carolina Department of Natural Resources (“NCDNR”), and the water plans were approved under Serial Number 06-00466, dated April 19, 2006 and the sewer plans were approved under Permit Number WQ0030099 dated April 11, 2006; and

WHEREAS, the UCPW required the Town to retain a letter of credit in the amount of Sixty-One Thousand Two Hundred Seventy and 40/100 Dollars (\$61,270.40) to cover activation, final as-builts and a one-year warranty repair guarantee of the Developer/Seller; and

WHEREAS, on January 8, 2010, the Town’s engineer, U.S. Infrastructure of Carolina, Inc. (“USI”), conducted a field review of the Devonridge Subdivision to verify the satisfactory completion of all construction activities for the purpose of reducing the Developer/Seller’s performance bond and such inspection found that nine erosion control sediment basins were still in place and the associated storm drainage pipe needed to be installed after the basins were removed; and

WHEREAS, based upon its inspection, USI recommended that the Devonridge Subdivision performance bond be held by the Town until the improvements were completed; and

WHEREAS, UCPW determined that: the Devonridge Subdivision had never been activated; the sewer main is plugged at MH #A1; the water main is shut off at the main valve; and that certain additional items needed to be addressed prior to activating the subdivision; and

WHEREAS, on March 15, 2012 the Town called on the Letter of Credit for the Devonridge Subdivision and is currently holding Sixty-One Thousand Two Hundred Seventy and 40/100 Dollars (\$61,270.40) in cash for work to satisfy the UCPW and Eighty-Seven

Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$87,885.00) in cash for work recommended by USI; and

WHEREAS, the Town is also holding in cash Twenty-Nine Thousand Two Hundred Twelve and 00/100 Dollars (\$29,212.00) that it will maintain until such time as the Devonridge Subdivision Homeowners Association (“HOA”) is established and takes over the roads within Devonridge Subdivision. The \$61,270.40 for the UCPW work, the \$87,885.00 for the work recommended by USI, and the \$29,212.00 for the HOA road takeover are collectively referred to herein as the “Devonridge Improvement Security” and the remaining work associated with the Devonridge Improvement Security is sometimes referred to herein as the “Secured Improvements”; and

WHEREAS, the Developer/Seller is the owner and original developer of the Devonridge Subdivision and seeks to sell, transfer and bargain away its rights, title and ownership interests in all property constituting the Devonridge Subdivision, including but not limited to the Devonridge Improvement Security, to the Buyer pursuant to this Agreement and that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated _____; and

WHEREAS, Buyer and Developer/Seller seek for the Town to retain money held by the Town for maintenance and performance obligations in the Devonridge Subdivision, including water and sewer improvements, until such time as all improvements are completed and permits are acquired and the HOA assumes responsibility for roads within Devonridge Subdivision; and

WHEREAS, upon the achievement of the above, the Buyer and Developer/Seller desire for the Town to then transfer the Devonridge Improvement Security to the Buyer, and Developer/Seller shall relinquish and waive any rights and claims to any money so transferred.

NOW, THEREFORE, be it resolved that Developer/Seller, Buyer and the Town agree as follows:

1. Buyer agrees to complete to the reasonable satisfaction of the Town or its agent the Secured Improvements. The completion of the Secured Improvements shall occur on or before _____, 20_, or at such time that the first lot within Devonridge Subdivision is has received a certificate of occupancy. The completion of construction activities shall include but not be limited to: the installation of associated storm drainage pipes and the removal of erosion control sediment basins; the activation of water and sewer improvements; and final as-builts for water and sewer improvements within Devonridge Subdivision. Buyer and Developer/Seller agree that no monies retained by the Town shall be released to the Buyer until such improvements are complete and USI, the Town’s engineer, has certified that the improvements have been made to their satisfaction. Further, the release of any monies held by the Town shall be contingent upon satisfying UCPW and correcting all deficiencies prior to the activation of Devonridge Subdivision and verification that Devonridge Subdivision has gained UCPW’s approval. The release of funds shall also be contingent upon Developer/Seller and Buyer addressing all defects and punch list items identified by Union County, including taking new bacteria samples, payment to UCPW for the necessary meters and payment for all outstanding capacity fees due and owing from the development of Devonridge Subdivision. Further, the release of the Twenty-Nine Thousand Two Hundred Twelve and 00/100 Dollars

(\$29,212.00) for road maintenance shall be contingent upon verification of the establishment of the Devonridge Subdivision Homeowners Association (“HOA”) and its agreement to take over the roads within Devonridge Subdivision; and

2. Upon satisfactory completion and activation of Devonridge Subdivision, and receipt of verification from USI, the Town shall remit to Buyer all amounts retained by Town which are authorized to be released under its subdivision ordinance and this Agreement. In particular, the Town shall release the Sixty-One Thousand Two Hundred Seventy and 40/100 Dollars (\$61,270.40) at such time as work has been completed to the satisfaction of the UCPW and USI. The Eighty-Seven Thousand Eight Hundred Eighty-Five and No/100 Dollars (\$87,885.00) shall be released to Buyer upon satisfaction and completion of all work recommended by USI. The Twenty-Nine Thousand Two Hundred Twelve and No/100 Dollar (\$29,212.00) shall be released when upon verification that the Devonridge Subdivision HOA has assumed all roads within Devonridge Subdivision.

3. Buyer and Developer/Seller agree that this Agreement with the Town is to accommodate the transfer of the subdivision assets from Developer/Seller to Buyer, and the Buyer and Developer/Seller both agree to release, indemnify, defend and hold harmless the Town from and against any injury, claim, demand, liability, cost and/or expense (including, without limitation, reasonable attorneys’ fees) arising from or related to the release of the funds to Buyer pursuant to the terms of this Agreement, including without limitation such claims or demands that may be brought against the Town by Buyer, Developer/Seller or any third party to recover any funds paid by the Town to Buyer pursuant to the terms of this Agreement.

4. Developer/Seller hereby knowingly and voluntarily waives any claims to the moneys held by the Town pursuant to the Letter of Credit and cash receipts and specifically releases and holds harmless the Town from any transfer of these moneys from the Town to Buyer pursuant to the terms of this Agreement.

5. The term of this Agreement shall be until such time as the project is completed to the satisfaction of UCPW and USI, or until such time as the streets within Devonridge Subdivision are accepted by the Devonridge HOA.

6. This Agreement may be modified at any time in writing by all parties set out herein.

7. The failure or delay by any party in exercising any right, power or privilege contained in this Agreement shall not constitute a waiver of any right, power or privilege herein.

8. This Agreement shall be governed by the laws of the State of North Carolina and without regard to its choice of laws.

9. This Agreement may not be assigned except with the express written consent of all parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the Developer/Seller, Buyer and Town have executed this Agreement as of the Effective Date.

TOWN OF WEDDINGTON

By: _____
Mayor

Attested to: _____
_____, Town Clerk

BUYER

By: _____ (SEAL)

DEVELOPER/SELLER
PETTUS PROPERTIES

By: _____ (SEAL)



TOWN OF WEDDINGTON MEMORANDUM

DATE: 6/11/12
TO: MAYOR
TOWN COUNCIL
CC: AMY MCCOLLUM, TOWN CLERK
FROM: JORDAN COOK, ZONING ADMINISTRATOR/PLANNER
RE: WEDDINGTON ROAD/WEDDINGTON-MATTHEWS ROAD ROUNDABOUT

- Construction of the NC 84 Weddington-Matthews Road Dual Lane Roundabout should begin in the next few months. NCDOT wants to begin work as soon as schools are out but may be delayed due to right-of-way concerns.
- At the last meeting the Town Council voted 3-1 in support of the roundabout project. NCDOT budgeted only \$75,000 for right-of-way costs. Town right-of-way is worth approximately \$58,000 and NCDOT must purchase right-of-way from many other property owners. NCDOT has asked that the Town donate all 8,080 square feet or 0.18 acres of permanent right-of-way. NCDOT also asks that the Town donate 7,020 square feet or 0.16 acres of temporary right-of-way. This temporary right-of-way will be along Weddington Road and only used to park construction equipment during the construction phase.

Please see the attached map for detailed renderings of the right-of-way areas.

- NCDOT has agreed to relieve the Town of the \$13,425.50 cost for the sidewalks along Providence Road. NCDOT will also offer the Town compensation at the end of the project for any remaining balance of funds.



Δ = 49.52' 35.3" (RT)

L = 97.52' 42.3"

T = 50.489'

R = 269.97'

e = 590.00'

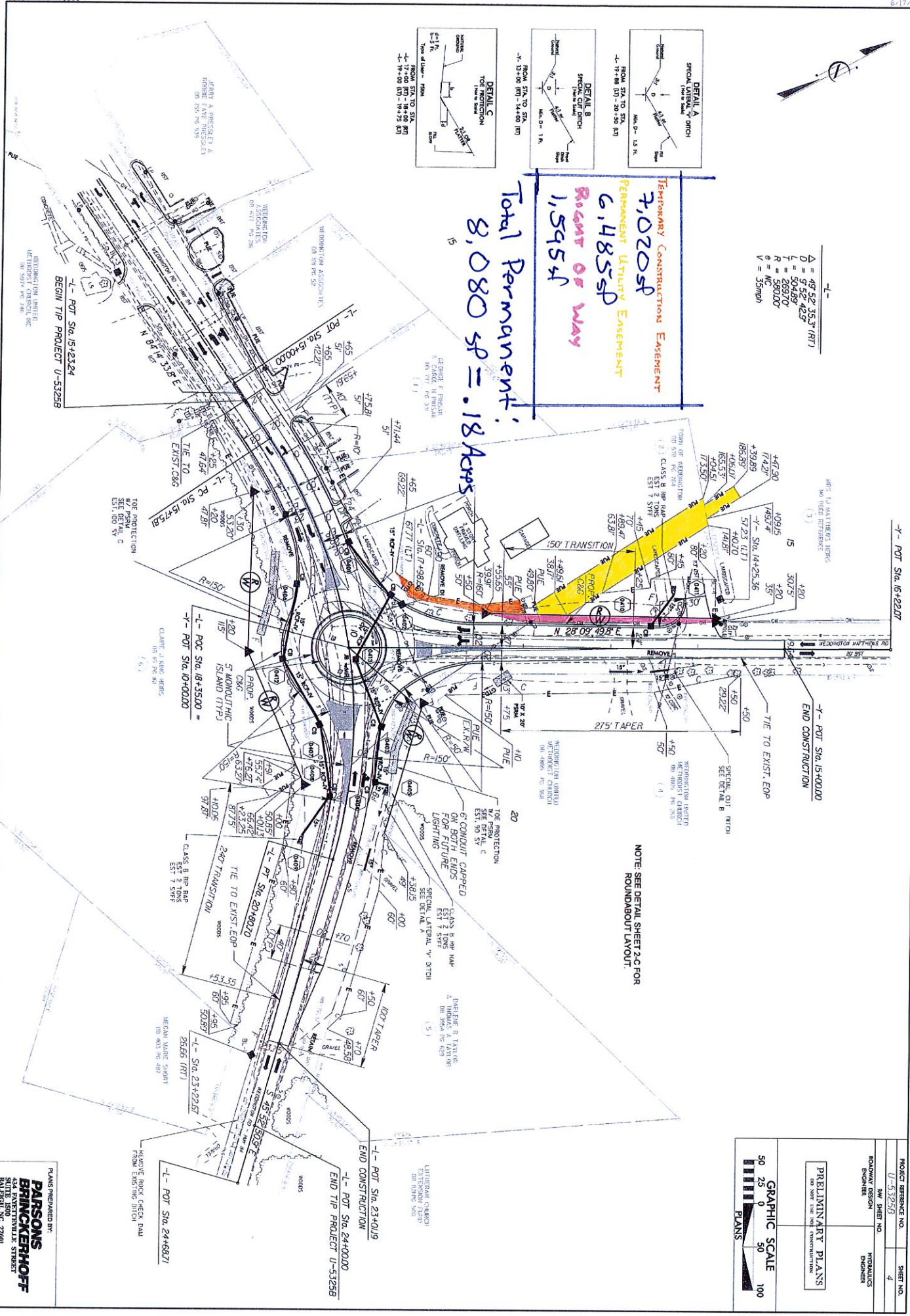
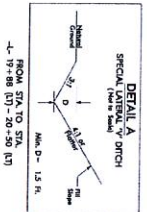
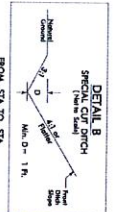
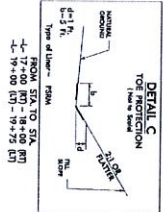
V = 35m@1

TEMPERARY CONSTRUCTION EASEMENT
 7,020 SF

PERMANENT UTILITY EASEMENT
 6,485 SF

Right of Way
 1,595 SF

Total Permanent:
 8,080 SF = .18 Acres



NOTE: SEE DETAIL SHEET 2-C FOR ROUNDABOUT LAYOUT.

PROJECT REFERENCE NO.	U-5325B
SHEET NO.	4
ROADWAY DESIGN ENGINEER	HYDRALICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
GRAPHIC SCALE 50 25 0 50 100 PLANS	PROJECT REFERENCE NO.
	SHEET NO.
	ROADWAY DESIGN ENGINEER

PLANS PREPARED BY:
PARSONS BRINCKERHOFF
 1000 AVENUE OF THE STATES
 RALEIGH, NC 27601

**TOWN OF WEDDINGTON
 PROPOSED AMENDED BUDGET
 FYE 6/30/2012**

	PROPOSED AMENDED	ORIGINAL BUDGET	
Revenues			
Ad Valorem Taxes	596,250	587,750	
State-Collected Revenues	591,000	618,750	A
Zoning and Subdivision Revenues	11,000	11,000	
Other Revenues	22,500	22,520	
Total Revenues	1,220,750	1,240,020	
Expenditures			
Administrative Expenditures	384,800	434,275	B
Planning and Zoning Expenditures	214,875	196,650	C
General Government Expenditures	636,075	609,095	D
Total Expenditures	1,235,750	1,240,020	
Appropriation from Fund Balance	15,000		

{A} Reduction in utility franchise fees due to mild winter

{B} Reduction in amount budgeted for landscaping medians

{C} Town's cost of sidewalks installed by NCDOT along Providence Rd not included in original budget

{D} Increase funding for PVFD paid staff to 24/7 coverage

**TOWN OF WEDDINGTON
PROPOSED AMENDED BUDGET
FYE 6/30/2012**

	FY 2012 PROPOSED AMENDED BUDGET	FY 2013 ORIGINAL BUDGET
balance has changed		
REVENUE:		
10-3101-110 AD VALOREM TAX - CURRENT	552,000.00	550,000.00
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	7,500.00	5,000.00
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	2,500.00	1,000.00
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	32,500.00	30,000.00
10-3115-180 TAX INTEREST	1,750.00	1,750.00
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	135,000.00	120,000.00
10-3322-220 BEER & WINE TAX	41,000.00	48,750.00
10-3324-220 UTILITY FRANCHISE TAX	415,000.00	450,000.00
10-3340-400 ZONING & PERMIT FEES	10,000.00	10,000.00
10-3350-400 SUBDIVISION FEES	1,000.00	1,000.00
10-3830-891 MISCELLANEOUS REVENUES	13,500.00	1,500.00
10-3831-491 INVESTMENT INCOME	9,000.00	21,020.00
TOTAL REVENUE	1,220,750.00	1,240,020.00
GENERAL GOVERNMENT EXPENDITURE:		
10-4110-126 FIRE DEPT SUBSIDIES	268,000.00	236,520.00
10-4110-128 POLICE PROTECTION	217,000.00	220,000.00
10-4110-192 ATTORNEY FEES	110,000.00	110,000.00
10-4110-195 ELECTION EXPENSE	10,825.00	10,825.00
10-4110-340 EVENTS & PUBLICATIONS	27,750.00	27,750.00
10-4110-495 OUTSIDE AGENCY FUNDING	2,500.00	4,000.00
TOTAL GENERAL GOVT EXPENDITURE	636,075.00	609,095.00
ADMINISTRATIVE EXPENDITURE:		
10-4120-121 SALARIES - CLERK	65,000.00	67,500.00
10-4120-123 SALARIES - TAX COLLECTOR	39,000.00	40,000.00
10-4120-124 SALARIES - FINANCE OFFICER	8,000.00	10,500.00
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	21,000.00	21,000.00
10-4120-181 FICA EXPENSE	10,400.00	10,400.00
10-4120-182 EMPLOYEE RETIREMENT	20,000.00	17,100.00
10-4120-183 EMPLOYEE INSURANCE	18,000.00	18,000.00
10-4120-184 EMPLOYEE LIFE INSURANCE	325.00	325.00
10-4120-185 EMPLOYEE S-T DISABILITY	300.00	300.00
10-4120-191 AUDIT FEES	7,800.00	8,100.00
10-4120-193 CONTRACT LABOR	2,000.00	5,000.00
10-4120-200 OFFICE SUPPLIES - ADMIN	17,500.00	20,500.00
10-4120-210 PLANNING CONFERENCE	1,000.00	2,500.00
10-4120-321 TELEPHONE - ADMIN	3,500.00	1,575.00
10-4120-325 POSTAGE - ADMIN	3,500.00	4,200.00
10-4120-331 UTILITIES - ADMIN	4,000.00	4,725.00
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	8,500.00	8,500.00

**TOWN OF WEDDINGTON
PROPOSED AMENDED BUDGET
FYE 6/30/2012**

	FY 2012 PROPOSED AMENDED BUDGET	FY 2013 ORIGINAL BUDGET
 balance has changed		
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	25,000.00	20,000.00
10-4120-354 REPAIRS & MAINTENANCE - GROUNDS	75,000.00	108,450.00
10-4120-355 REPAIRS & MAINTENANCE - PEST CONTRL	750.00	750.00
10-4120-356 REPAIRS & MAINTENANCE - CUSTODIAL	5,750.00	5,750.00
10-4120-370 ADVERTISING - ADMIN	1,000.00	1,000.00
10-4120-397 TAX LISTING & TAX COLLECTION FEES	1,000.00	2,000.00
10-4120-400 ADMINISTRATIVE:TRAINING	3,500.00	4,100.00
10-4120-410 ADMINISTRATIVE:TRAVEL	6,300.00	6,500.00
10-4120-450 INSURANCE	12,500.00	24,000.00
10-4120-491 DUES & SUBSCRIPTIONS MUMPO	20,000.00	18,000.00
10-4120-498 GIFTS & AWARDS	1,500.00	1,500.00
10-4120-499 MISCELLANEOUS	<u>2,675.00</u>	<u>2,000.00</u>
TOTAL ADMINISTRATIVE EXPENDITURE	384,800.00	434,275.00
PLANNING & ZONING EXPENDITURE:		
10-4130-121 SALARIES - ZONING ADMINISTRATOR	60,375.00	60,375.00
10-4130-122 SALARIES - ASST ZONING ADMINISTRATR	2,500.00	2,500.00
10-4130-123 SALARIES - RECEPTIONIST	19,000.00	22,575.00
10-4130-124 SALARIES - PLANNING BOARD	17,500.00	17,500.00
10-4130-125 SALARIES - SIGN REMOVAL	4,500.00	4,500.00
10-4130-181 FICA EXPENSE - P&Z	8,000.00	8,000.00
10-4130-182 EMPLOYEE RETIREMENT - P&Z	12,500.00	13,700.00
10-4130-183 EMPLOYEE INSURANCE	18,500.00	19,500.00
10-4130-184 EMPLOYEE LIFE INSURANCE	300.00	300.00
10-4130-185 EMPLOYEE S-T DISABILITY	200.00	200.00
10-4130-193 CONSULTING	20,000.00	15,000.00
10-4130-194 CONSULTING - COG	1,500.00	10,000.00
10-4130-200 OFFICE SUPPLIES - PLANNING & ZONING	5,000.00	5,000.00
10-4130-201 ZONING SPECIFIC OFFICE SUPPLIES	2,500.00	2,500.00
10-4130-215 HISTORIC PRESERVATION	0.00	500.00
10-4130-220 TRANSPORTATION & IMPROVEMENTS	30,500.00	3,000.00
10-4130-321 TELEPHONE - PLANNING & ZONING	3,500.00	1,575.00
10-4130-325 POSTAGE - PLANNING & ZONING	3,500.00	4,200.00
10-4130-331 UTILITIES - PLANNING & ZONING	4,000.00	4,725.00
10-4130-370 ADVERTISING - PLANNING & ZONING	<u>1,000.00</u>	<u>1,000.00</u>
TOTAL PLANNING & ZONING EXPENDITURE	214,875.00	196,650.00
TOTAL EXPENDITURES	1,235,750.00	1,240,020.00
NET REVENUES/(EXPENDITURES)	<u><u>-15,000.00</u></u>	<u><u>0.00</u></u>
APPROPRIATION FROM FUND BALANCE	<u><u>15,000.00</u></u>	

WUCMC Regular Meeting

May 17, 2012

Location: Teaspoons, downtown Waxhaw, NC

Present: Mayor Brad Horvath, Ron Salimao, Mayor Daune Gardner, Michael Stewart, Janet Critz

Mayor Walker Davidson participated by phone

Absent: Dan Barry, Howard Bratton, Mayor Nick Dispenziere, Mayor Rick Becker,

Meeting was called to order by Mayor Daune Gardner at 4:50pm.

Adoption of agenda. One item was added to the agenda at the request of Mayor Gardner to discuss updating the charter to change the make-up of the group and how members are appointed. Motion to adopt the agenda as amended. Motion carried unanimously.

Establish a chair and vice-chair position. Motion was made to establish a chair and vice-chair position. Motion carried unanimously.

Elect chair and vice-chair. Mayor Gardner was nominated for the position of chair. Motion was made to elect Mayor Gardner as chair. Motion carried unanimously. Ron Salimao was nominated for the position of vice-chair. Motion was made to elect Ron Salimao as vice-chair. Motion carried unanimously.

Set regular meeting date, time and location. Motion was made to set the regular meeting time, date and location for the 3rd Thursday of every other month beginning July 19, 2012 from 4-6pm at Teaspoon's in downtown Waxhaw.

Amend WUCMC charter. Discussion regarding the challenge of getting a quorum together to hold meetings and possible solutions. Motion was made to amend the charter to reduce the number of the official members of the group to the Mayors of the five municipalities or their designees. Motion carried unanimously.

Adjournment. Motion to adjourn. Motion carried unanimously.

Meeting adjourned at 5:10pm.



Town of Weddington, NC
VC3Advantage Work Order
VirtualOffice Advantage

Work Order No. [05182012]

under the Master Services Agreement, dated _____.

June 1, 2012

Atlanta Columbia Raleigh
1301 Gervais Street, Suite 1800 | Columbia, SC 29201
800.787.1160



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1. VC3 OVERVIEW

VC3 has been on the leading edge of Information Technology since 1994, providing customer-oriented solutions to both commercial and public sector customers. We implement IT projects and services that can provide above average returns on investment, significantly enhance productivity and lower technology ownership costs.

Current services offerings include:

- Hosted Desktop (Cloud based desktop solutions)
- Hosted and On Premise Voice Solutions (Cloud and premise based voice solutions)
- Managed Support Services
- Website Design and Hosting
- Network Security
- Data Center Services
- Technology Assessments & Security Audits
- Application Development
- Technology Consulting
- Disaster Recovery

VC3’s customers include small, medium, and large organizations throughout the South East. Some of our customers include well-known technology companies in the Fortune 500. These organizations have some of the most stringent and demanding expectations of their technology partners; VC3 has answered their call.

A proud member of the CRN Tech Elite 250, which recognizes the most technologically advanced Information Technology providers in the United States, VC3 has been consistently recognized as a leader in developing internet based applications and web technologies, network technology solutions, and world-class support services. VC3 remains committed to incorporating the latest industry technological advances into the applications and solutions we provide. To that end, VC3 is firmly committed to using industry leading products from such vendors as Cisco, Microsoft, Dell, VM Ware and Citrix, resulting in consistent success in providing our customers with the highest level of return and satisfaction.

The advent of cloud computing has made VC3’s long term strategic goal of offering customized solutions a reality. In 2009, VC3 launched the first of our VC3 Advantage product offerings, which utilizes cloud-based technologies. Our Advantage Customers are realizing reduced costs, improved reliability and flexibility, and worry-free maintenance.

VC3’s multi-dimensional offerings and ongoing success relies heavily on our ability to build solid, long-term relationships with our customers. We sincerely look forward to providing your organization with the highest quality solution.



VC3 was named one of South Carolina’s Fastest-Growing Companies in 2007 and again in 2008. VC3 was also named one of the Best Places To Work in S.C. 2010. For more information, please visit us at www.vc3.com.



2. OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between **Town of Weddington, NC** and VC3, Inc. and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the work order shall control.

3. SUMMARY OF SCOPE OF SERVICES AND FEES

VC3 will provide the following services listed in Table A. This Work Order shall begin and become effective on _____ (Effective Services Start Date) and shall continue for 36 Months unless terminated in accordance with the terms of the Master Services Agreement.

Town of Weddington, NC will be invoiced based on the number of active VOA seats, with each seat representing a user of VOA that is configured and has permission to log into their personal hosted desktop. Seats that are active for less than 20 business days will be prorated daily as 1/20th of a seat for each business day less than 20. **Town of Weddington, NC** will be invoiced based on the number of units of each type listed in Table A. The monthly fee is based on the number of supported units of each type listed. Additional services may be added at any time during the life of this contract at the unit rates listed below.

VC3 will audit the Customer's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal.

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	Annual or One-Time Fee
Initial Setup (One Time)				\$ 2,243.75
Base VOA Infrastructure ¹	1	\$ 600.00	\$ 600.00	
VOA Seats (10 Seat Minimum)	10	\$ 140.00	\$ 1,400.00	
Additional VOA Seat Activation ²		\$ 140.00		
Additional Supported Device		\$ 50.00	\$ -	
Included Travel Hours ³	1.00			
Virtual Servers (VOA) ⁴ (30 GB Disk, 2 GB Memory)	1	\$ 190.00	\$ 190.00	
Additional Virtual Memory per GB		\$ 25.00	\$ -	
Additional Disk Storage per GB		\$ 2.00	\$ -	
Additional Bandwidth (Mb/Sec)		\$ 150.00	\$ -	
Additional Monitor		\$ 10.00	\$ -	
Email Data Migration (non-Exchange)		\$ 100.00		\$ -
SQL Server Access License (Per User)		\$ 10.00	\$ -	
SQL per Processor License		\$ 300.00	\$ -	
Office Pro Upgrade (MS Access, Publisher)		\$ 6.00	\$ -	
Additional Exchange Account ⁵		\$ 12.50	\$ -	
SSL Certificate (Annually)	1	\$ 85.00		\$ 85.00
ActiveSync	5	\$ 3.75	\$ 18.75	
Additional Exchange Storage per GB		\$ 3.75	\$ -	
Blackberry		\$ 12.00	\$ -	
Archiving ⁶	10	\$ 3.50	\$ 35.00	
Total			\$ 2,243.75	\$ 2,328.75

1. The "Base VOA Infrastructure" includes Virtual servers used to deliver the base functionality of the VOA environment.
2. The "Additional VOA Seat Activation" will be invoiced for each unit increase in VOA Seats.
3. The specified travel hours each month are included as part of this Work Order. Additional travel hours will be invoiced at the hourly rate stated in the Master Services Agreement.
4. Each virtual server will be invoiced at the rate specified in Table A.
5. Each VirtualOffice subscription includes one Microsoft Exchange user license. Additional Exchange accounts will be invoiced at the "Additional Exchange Account" rate specified in Table A.
6. Archiving must be turned on for all users and is not supported for a subset of users.



4. DELIVERABLES AND SERVICES

VIRTUALOFFICE ADVANTAGE – DELIVERABLES AND SERVICES

VC3 will provide the following functions and services for the number of devices outlined in Table A as part of this Work Order.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A. This includes Network route/switch infrastructure, all included servers and all included thin client, desktop or laptop devices which correlate to the included quantities reflected in Table A.

GENERAL

- A. For each supported VOA seat, VC3 will provide the customer with a **Desktop** environment and will provide licensing for Microsoft Office Standard Edition. Microsoft Office Standard Includes Word, Excel, PowerPoint, Outlook, Publisher and OneNote.
- B. VC3 will provide the customer with **2GB** Microsoft Exchange mailboxes with Spam filtering per licensed user. Each mailbox in excess of the total number of seats will be charged at the rates listed in Table A.
 1. A total aggregate Exchange storage of up to 2GB per user will be provided as part of the base fee. Additional Exchange data storage will be provided at the rate specified in Table A.
- C. VC3 will provide complete thin client packages or support of one Laptop/Desktop device per Seat (Thin client package includes: thin client, keyboard, monitor and mouse). Support and replacement of thin client hardware is included within pricing. VC3 will make arrangements to repair or replace the failed component in the event of a failure. Once the hardware has been replaced, customer is responsible for returning the replaced device to VC3 within 7 business days. Failure to return said device within 7 business days will result in a replacement charge for the item.
- D. VC3 will provide individual and shared file storage for all users.
 1. Total aggregate file storage of up to 8GB per user will be provided as part of the base fee. Additional file storage will be provided at the rate specified in Table A.
- E. VC3 will minimally maintain two weeks of daily backups (Monday-Friday).
- F. VC3 will provide **56 kb/s** per user and with a minimum aggregate bandwidth of **1 Mb/s**, between the customer's hosted environment and the public internet per 30 supported seats. Additional bandwidth usage charges may apply as listed in Table A.



DEPLOYMENT & MIGRATION SERVICES

- A. VC3 will provide the customer with migration services for their data into the new environment:
1. VC3 will implement performance monitoring of customer's network prior to and during implementation. If potential issues are discovered, VC3 will make the customer aware of those issues and provide options to resolve them.
 2. VC3 will migrate all file shares currently accessed by PC clients.
 3. VC3 will migrate up to **2GB** of Exchange data per user for existing Exchange server mailbox accounts. Public Folders are not supported and will not be migrated.
 4. VC3 will work with the customer's vendor to migrate the primary data repository for the supported third-party applications listed in Table A.
 5. VC3 will provide a repository folder on each PC for end-users to place local files and application settings.
 6. VC3 will provide instructions for end-users on how to export mail, contact lists, and bookmarks from common e-mail applications and browsers and how to import them into the cloud environment.
 7. VC3 will setup the customer's printers and file shares within the new cloud environment. Customer is responsible for testing and confirming appropriate permissions to files and applications have been set.
 8. VC3 will provide end-user training documentation on the cloud environment, Office 2010, and how to obtain support.
 9. VC3 will provide 'Day 1' onsite support.
- B. Other services include onsite customer training, 'full-service' migration of PC settings by VC3 staff and migration of additional third-party application data sets that are available upon request via a Change Order.



SUPPORT & VCIO SERVICES**A. Application Support:**

1. Customer is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.
2. VC3 will provide support for customer licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.

B. 24X7 Monitoring and Incident Response Services:

1. VC3 will provide 24X7 Incident response services for all included devices.
2. VC3 will track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. VC3 will provide 24x7 collection of performance data for the customer's included server and network devices per VC3's best practices.
4. VC3 will provide 24X7 response to critical event driven Incidents.
5. VC3 will utilize industry best practices for remote access, control and management of all devices.
6. VC3 Network Operations Center is staffed from 7:00am to 6:00pm Monday through Friday. After hours incident response will be provided via callback within 1 hour of incident submission.

C. Proactive Services:

1. **Backup Management:** VC3 will monitor and maintain backups for included devices.
2. **Patch Management:** VC3 will perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.
3. **Antivirus and Support Tools:** VC3 will deploy the VC3 Remote Support and Anti-Virus agents to all applicable included devices. VC3 will make a "best effort" to automatically deploy these agents to the said devices.
4. **Anti-Spam:** VC3 will provide Spam filtering for all inbound mail.



- D. **VCIO Services:** VC3 will provide the customer with a named 'VCIO' or Virtual Chief Information Officer.
 - 1. **Budgeting:** The VCIO will work with the customer to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
 - 2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the customer leverage technology appropriately. The VCIO will work with the customer as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the customer's technology investment.
 - 3. **Analyze IT Health data:** The VCIO will analyze the data collected by VC3's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.
- E. **Excluded Services:**
 - 1. Items other than those included above are expressly excluded from the Services provided within this Work Order. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Work Order.
 - 2. When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.
 - 3. Services allowing public internet access, such as websites and payment gateways, are not included within the VirtualOffice Advantage product but may be provided via a separate hosting Work Order.

5. CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer is responsible for proper disposal of customer-owned devices.
- D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.



- E. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

6. ASSUMPTIONS

- A. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred which exceed the monthly allotment included with this work order will be invoiced according to the Master Services Agreement.
- B. The Work Order will not become effective unless and until it is agreed upon and signed by the customer and VC3.
- C. VC3 assumes that the Customers' business applications can be consolidated to the number of virtual servers specified in Table A. Should additional servers be required to support the Customers' business applications, additional charges will be incurred at the rates listed in Table A.

7. EXCLUDED SERVICES

Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the customer on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, customer is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.

Software development, training and project work, including customer-owned PC upgrades and non-patch upgrades of software, are not included.



8. INVOICING

VC3 will invoice Customer per Table B. VC3 will invoice the implementation fee upon receipt of the signed customer work order. VC3 will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. If additional services are turned on during the course of a month, then fees associated with those services will be included in the next customer invoice. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Table B

Milestone Billing	Milestone Description / Date	Invoice Amount
Implementation Fee	Invoiced at the signing of Work Order	\$ 2,328.75
Monthly Fee (36 Month Term)	Invoicing to begin at Effective Services Start Date	\$ 2,243.75

VC3, Inc.

Town of Weddington, NC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



9. ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no work around available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no work around available.
- Level of service degraded causing impact to the organization or a whole department; no work around available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a work around or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a work around or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:



- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than is possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



10. ADDENDUM B – MAINTENANCE WINDOWS

All work performed within VC3's Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

- A. **Scheduled Maintenance:** All planned work performed on VC3's Hosting Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".

During scheduled maintenance, some or all of VC3's Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly scheduled maintenance will occur on the 1st and 4th Thursday of every month from 2:00am to 4:00 am. In all cases, a 15-minute downtime is expected during those windows. If customer has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.

1. **Notification:** If VC3 decides to perform a scheduled maintenance activity beyond the standard 15-minute downtime, customer will be notified via email ten business days before the scheduled maintenance window.

- B. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting Infrastructure within the control of VC3 is defined as "Emergency Maintenance".

Emergency maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible and appropriate measures taken to return the system to normal availability.

- C. **Notification:** Customer will be notified via email should emergency maintenance be necessary.
- D. **Hosting Service Areas:** The VC3 Hosting Infrastructure includes but is not limited to the following areas; E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

June 7, 2012

Board of County Commissioners
The Honorable Craig Horn
The Honorable Tommy Tucker
Union County Board of Education

The Weddington Town Council would like to emphasize the importance of maintaining the quality of the schools in Union County. Many Weddington citizens list the quality of the Union County school system as a top reason for moving to Weddington.

Weddington property values have dropped substantially over the past few years. If the quality of the school system is compromised, property values are likely to drop further.

Three of the area schools attended by Weddington students are currently beyond enrollment capacity. Adequate staffing is critical in these situations.

The Weddington Town Council would like to encourage the Union County Commissioners to seek additional alternate funding for the school system without increasing taxes. Thank you.

Sincerely,

Walker Davidson
Mayor of Weddington



TOWN OF WEDDINGTON MEMORANDUM

DATE: 6/11/12
TO: MAYOR
TOWN COUNCIL
CC: AMY MCCOLLUM, TOWN CLERK
FROM: JORDAN COOK, ZONING ADMINISTRATOR/PLANNER
RE: UPDATE FROM PLANNING/ZONING OFFICE

- NCDOT plans to start construction of the Weddington Church Road relocation this month. The project has been awarded to Boggs Paving. NCDOT held several meetings with adjacent landowners last month and have agreed to provide a vegetative buffer to those residents located in the Weddington Estates subdivision. NCDOT is continuing to talk with Daniel Healy (owner of the large house on Bluebird Lane) about the proposed road relocation and possible impacts to his pond.
- The Town has selected Clay Burch with GreenTek to install additional landscaping to the medians along Providence Road, Hemby Road and Rea Road. The contract has been signed and work should begin as soon as NCDOT approves the planting permit.
- The Agritourism and Agricultural Use Definition text amendments were on the February 27th Planning Board agenda (both received a favorable recommendation). These text amendments have been amended since that February Planning Board meeting. Mayor Davidson, Dorine Sharp, Rob Dow and I met earlier this week to discuss these text amendments further. The Town Attorney and Planning Board will have another opportunity to review them before they are on a Town Council agenda.
- I sent the Town Council the 2002, 2006 and 2007 Town surveys on April 12th. This was discussed at the Planning Retreat during the Land Use Plan update conversation. Please send me comments in the next week so that we can begin developing a survey.
- Polivka International Company submitted their MX Conditional Zoning Application along with a Land Use Map Amendment request on April 25, 2012. The Land Use Map Amendment must occur before the rezoning can take place per *Section 58-60* of the *Weddington Zoning Ordinance*.

The Land Use Amendment was on the May 21st Planning Board agenda where it received a favorable recommendation with a 4-2 vote. The Land Use Map Amendment will be on the June 11th Town Council agenda to call for the Public Hearing. The actual Public Hearing is scheduled to take place on July 9th. If the Town Council approves the Land Use Map Amendment the MX Rezoning will be on the July 23rd Planning Board agenda.

- The following items were on the May 21st Planning Board agenda:
 - Subdivision Sales Signs Text Amendment
 - Polivka Land Use Map Amendment from Traditional Residential to Business
 - Discussion of Town Sponsored Event Signs Text Amendment



TOWN OF WEDDINGTON

MEMORANDUM

DATE: 6/8/12

TO: MAYOR AND TOWN COUNCIL

FROM: AMY S. MCCOLLUM, TOWN ADMINISTRATOR/CLERK

RE: UPDATE

- § I have called NCDOT regarding the mowing of Old Mill Road. I have heard from several people that this is being missed during NCDOT's mowing cycle.
- § I have had several residents question what road project will be occurring on Weddington-Matthews Road due to the construction signs that have been placed. Per Tim Boland with NCDOT he believes that it is a road resurfacing project and will get further information on this for the Town.
- § Thank you to Boy Scout Troup #99 for helping the Town organize and clean the garage/storage area.
- § Mr. Jack Steele has resigned from the Planning Board effective June 5. He also served on the Board of Adjustment and Historic Preservation Commission. His term will expire in December of this year.
- § The Public Safety Advisory Board voted to change their meeting schedule from monthly to an as needed basis or when directed by Town Council or staff to research an issue/item.
- § We will start working on the next newsletter to be mailed the end of July.
- § Residents are able to report coyote sightings through a database created by the Mecklenburg County Park and Recreation's Natural Resources Department. They are collecting observations on the coyote population of the Charlotte and surrounding areas so County biologists can better understand the habitat, movement and issues that impact the region's urban wildlife and its effects on citizens. I have posted information on the website and Facebook on where to report this information. Through the sightings, this department catalogues the information in a database and plots the sightings on a map. This department plans to post a map of the sightings online, once all of them have been logged. Only three sightings have been reported in the Weddington area.
- § We intend to give the deputies one or two of the current staff computers for their use once Town staff is switched over to VC3. We are working with the Sheriff's Office IT Department to make sure they are compatible with what programs they use.
- § A letter to the Post Office was sent requesting a Weddington Zip Code. No response to this letter has been received.
- § I have spoken with representatives of the Providence VFD to work on getting reports of False Fire Alarms to start tracking these false alarms and giving the proper citations. False fire alarms are not recorded through the reports currently received by the Town deputies.

Upcoming Meeting Dates:

- June 11 - Special Town Council Meeting beginning at 6:00 p.m.
- June 11 - Regular Town Council Meeting beginning at 7:00 p.m.
- June 25 - Regular Planning Board Meeting beginning at 7:00 p.m.

Weddington

5/2012

UCR Code	Description	Date of Report	Incident ID	
100				
100	KIDNAPPING SECOND DEGREE	5/20/12	201203753	
			Total:	1
11B				
11B	SEXUAL BATTERY	5/31/12	201204057	
			Total:	1
13B				
13B	ASSAULT ON FEMALE	5/20/12	201203753	
13B	ASSAULT ON FEMALE	5/24/12	201203848	
			Total:	2
23F				
23F	BEL / THEFT FROM MOTOR VEHICLE	5/16/12	201203638	
23F	BEL / THEFT FROM MOTOR VEHICLE	5/30/12	201204017	
23F	BEL / THEFT FROM MOTOR VEHICLE	5/30/12	201204031	
			Total:	3
23H				
23H	LARCENY-MISDEMEANOR	5/11/12	201203519	
			Total:	1
26A				
26A	FRAUD-CREDIT CARD	5/5/12	201203357	
			Total:	1
290				
290	INJURY TO PERSONAL PROPERTY	5/1/12	201203247	
290	INJURY TO PERSONAL PROPERTY	5/7/12	201203411	
290	INJURY TO PERSONAL PROPERTY	5/19/12	201203724	
			Total:	3
90Z				
90Z	RESIST, DELAY, OBSTRUCT	5/19/12	201203739	
90Z	INTERFERING WITH EMERGENCY COMMUNICATI	5/20/12	201203753	
			Total:	2
999				
999	DOMESTIC	5/8/12	201203429	
999	INVESTIGATION	5/12/12	201203544	Unfounded
999	CRUELTY TO ANIMALS	5/17/12	201203657	
999	INVESTIGATION	5/18/12	201203705	
999	INVESTIGATION	5/19/12	201203729	
999	MALICIOUS CONDUCT BY PRISONER	5/19/12	201203739	
999	DOMESTIC	5/22/12	201203815	
999	ANIMAL CALL BITE	5/26/12	201203923	
			Total:	8

Weddington

Monthly Crime Total

22



Union County Sheriff's Office
Events By Nature

Date of Report

6/4/2012
2:55:29PM

For the Month of: May 2012

<u>Event Type</u>	<u>Total</u>
911 ABANDONED CALL	5
911 HANG UP	22
911 MISDIAL	5
911 SILENT OPEN LINE	7
ACCIDENT EMD	1
ACCIDENT PD COUNTY NO EMD	14
ALARMS LAW	41
ANIMAL BITE REPORT LAW	1
ANIMAL COMP SERVICE CALL LAW	8
ANIMAL LOST STRAY UNWNTD LAW	5
ASSIST EMS OR FIRE	2
ATTEMPT TO LOCATE	1
BARKING DOG	1
BOLO	13
BURGLARY VEHICLE	3
BUSINESS CHECK	12
CALL BY PHONE	6
DEBRIS IN ROADWAY	1
DELIVER MESSAGE	1
DISCHARGE OF FIREARM	1
DISTURBANCE OR NUISANCE	6
DOMESTIC DISTURBANCE	5
DRUG POSSESSION SCHEDULE	1
ESCORT	3
FOLLOW UP INVESTIGATION	5
FOOT PATROL	1
FRAUD DECEPTION FORGERY	3
FUNERAL ESCORT	1

<u>Event Type</u>	<u>Total</u>
HARASSMENT STALKING THREATS	2
INTOXICATED DRIVER	1
INVESTIGATION	5
JUVENILE COMPLAINT	1
LARCENY THEFT	3
LOST OR FOUND PROPERTY	1
MEET REQUEST NO REFERENCE GIVN	1
MISSING PERSON	1
MOTORIST ASSIST	6
NC DOT MISCELLANEOUS	4
NOISE COMPLAINT	6
PREVENTATIVE PATROL	189
PROP DAMAGE VANDALISM MISCHIEF	2
PUBLIC SERVICE	2
PUBLIC WORKS CALL	3
RADAR PATROL INCLUDING TRAINIG	5
SERVE CIVIL PAPER	2
SERVE CRIMINAL SUBPOENA	1
SERVE EVICTION NOTICE	1
SERVE WARRANT	1
SEX ASSAULT CHILD LAW	1
SHOTS FIRED SEEN UNSEEN	1
SUBPOENA CIVIL PAPER	1
SUICIDAL THREAT EPD	1
SUSPICIOUS CIRCUMSTANCES	1
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	22
TEST PLEASE LIMIT THESE	2
TRAFFIC STOP	31
TRESPASSING UNWANTED SUBJ	2
WELL BEING CHECK	2

Event Type

Total

Total Calls for Month:

479

PROVIDENCE VFD

6/2/2012

Mutual Aid Summary Report

Automatic Aid Given

Total: 11

Automatic Aid Received

Total: 1

None

Total: 13

Total Incidents:

25

PROVIDENCE VFD

6/2/2012

NFIRS Incident Listing Summary Report

- 4 total calls for Incident Type **111 Building fire**
- 11 total calls for Incident Type **321 EMS call, excluding vehicle accident with injury**
- 1 total calls for Incident Type **500 Service Call, other**
- 7 total calls for Incident Type **611 Dispatched & canceled en route**
- 2 total calls for Incident Type **745 Alarm system activation, no fire - unintentional**

Total Incidents:

25

**Providence Volunteer Fire Department
Income & Expense Budget Performance
May 2012**

	<u>May 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul '11 - May 12</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense						
Income						
110 - Subsidies						
111 - Mecklenburg Cty	5,416.67	5,416.66	0.01	65,000.04	59,583.34	5,416.70
112 - Union County	1,875.00	1,800.00	75.00	19,950.00	19,800.00	150.00
114 - Town of Weddington - Day Staff	0.00	17,166.66	-17,166.66	104,584.59	188,833.34	-84,248.75
115 - Town of Weddington - Night Staf	0.00	2,500.00	-2,500.00	55,067.66	27,500.00	27,567.66
Total 110 - Subsidies	7,291.67	26,883.32	-19,591.65	244,602.29	295,716.68	-51,114.39
120 - Dues & Fees						
121 - Union County Fire Fees	154.09	10,000.00	-9,845.91	123,320.89	110,000.00	13,320.89
Total 120 - Dues & Fees	154.09	10,000.00	-9,845.91	123,320.89	110,000.00	13,320.89
130 - Vol Donations						
134 - Other	40.00			4,161.00	2,000.00	2,161.00
130 - Vol Donations - Other	0.00			0.00	500.00	-500.00
Total 130 - Vol Donations	40.00			4,161.00	2,500.00	1,661.00
140 - Other Income						
142 - Fire Fighters' Relief Fund	0.00			5,089.99	5,000.00	89.99
143 - Fuel Tax Refund	0.00			0.00	1,000.00	-1,000.00
144 - Sales Tax Refund	0.00			3,340.99	3,000.00	340.99
145 - Interest	0.00			4,719.72	2,000.00	2,719.72
147 - Medic-EMS Reimbursement	1,068.60	1,000.00	68.60	10,998.25	11,000.00	-1.75
148 - Firemen Relief Interest	0.00			13.64		
155 - Christmas Fundraising Income	0.00			7,677.00		
156 - Newsletter Income	0.00			7,515.00		
Total 140 - Other Income	1,068.60	1,000.00	68.60	39,354.59	22,000.00	17,354.59
150 - Uncategorized Income	12,660.23			13,287.55		
Total Income	21,214.59	37,883.32	-16,668.73	424,726.32	430,216.68	-5,490.36
Expense						
200 - Administration						
202 - Legal Fees	0.00			220.00		
209 - Annual Dinner/Award	0.00	500.00	-500.00	3,674.91	5,500.00	-1,825.09
210 - Fire Chief Discretionary	0.00	166.66	-166.66	608.26	1,833.34	-1,225.08
211 - Bank Charges & Credit Card Fees	3.44	20.83	-17.39	121.93	229.17	-107.24
212 - Prof Fees	300.00	333.33	-33.33	3,300.00	3,666.67	-366.67
214 - Off Supplies	206.46	208.33	-1.87	1,095.80	2,291.67	-1,195.87
215 - Printing/Newsletter	0.00	166.66	-166.66	1,383.39	1,833.34	-449.95
216 - Postage	28.30	41.66	-13.36	913.13	458.34	454.79
217 - Dues, Subscriptions, & Internet	0.00	41.66	-41.66	1,861.14	458.34	1,402.80
218 - Fire Fighters' Association	0.00	41.66	-41.66	195.00	458.34	-263.34
219 - Miscellaneous	432.79	416.66	16.13	1,361.57	4,583.34	-3,221.77
Total 200 - Administration	970.99	1,937.45	-966.46	14,735.13	21,312.55	-6,577.42
220 - Insurance						
223 - Vol. Fire Fighters' Workers Com	0.00	625.00	-625.00	0.00	6,875.00	-6,875.00
224 - Commercial Package	0.00	1,666.66	-1,666.66	22,019.00	18,333.34	3,685.66
Total 220 - Insurance	0.00	2,291.66	-2,291.66	22,019.00	25,208.34	-3,189.34

**Providence Volunteer Fire Department
Income & Expense Budget Performance
May 2012**

	<u>May 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul '11 - May 12</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>
225 - Drug Testing/Physical Exams	1,235.00	416.66	818.34	2,665.00	4,583.34	-1,918.34
230 - Taxes						
231 - Sales Taxes						
232 - Meck CO.	285.70	125.00	160.70	4,438.89	1,375.00	3,063.89
233 - Union County	125.44	125.00	0.44	854.64	1,375.00	-520.36
239 - Electricity & Telecommunication	0.00			73.56		
Total 231 - Sales Taxes	<u>411.14</u>	<u>250.00</u>	<u>161.14</u>	<u>5,367.09</u>	<u>2,750.00</u>	<u>2,617.09</u>
236 - Property Tax	0.00	8.33	-8.33	100.00	91.67	8.33
237 - Freight	0.00	8.33	-8.33	0.00	91.67	-91.67
Total 230 - Taxes	<u>411.14</u>	<u>266.66</u>	<u>144.48</u>	<u>5,467.09</u>	<u>2,933.34</u>	<u>2,533.75</u>
300 - Build Maintenance						
310 - Cleaning	0.00	41.66	-41.66	375.00	458.34	-83.34
320 - Landscaping & Lawn Care	210.00	208.33	1.67	2,025.00	2,291.67	-266.67
330 - Trash and Landfill	50.00	41.66	8.34	453.91	458.34	-4.43
340 - Pest Control	0.00	41.66	-41.66	228.00	458.34	-230.34
350 - Maintenance Supplies	1,219.36	333.33	886.03	3,508.12	3,666.67	-158.55
351 - Furniture	695.17	166.66	528.51	2,584.90	1,833.34	751.56
360 - Repairs	1,503.36	1,000.00	503.36	9,587.45	11,000.00	-1,412.55
Total 300 - Build Maintenance	<u>3,677.89</u>	<u>1,833.30</u>	<u>1,844.59</u>	<u>18,762.38</u>	<u>20,166.70</u>	<u>-1,404.32</u>
400 - Utilities						
410 - Electric	860.97	750.00	110.97	7,900.25	8,250.00	-349.75
420 - Natural Gas	58.69	291.66	-232.97	1,601.38	3,208.34	-1,606.96
430 - Telephone	381.00	416.66	-35.66	5,298.88	4,583.34	715.54
440 - Water	30.44	41.66	-11.22	368.33	458.34	-90.01
Total 400 - Utilities	<u>1,331.10</u>	<u>1,499.98</u>	<u>-168.88</u>	<u>15,168.84</u>	<u>16,500.02</u>	<u>-1,331.18</u>
500 - Fire Fighters' Equip/Training						
510 - Clothing						
512 - Dress Uniforms	0.00	291.66	-291.66	1,305.22	3,208.34	-1,903.12
513 - Clothing - Other	0.00	291.66	-291.66	3,377.07	3,208.34	168.73
Total 510 - Clothing	<u>0.00</u>	<u>583.32</u>	<u>-583.32</u>	<u>4,682.29</u>	<u>6,416.68</u>	<u>-1,734.39</u>
520 - Equipment						
521 - Radios\ Pagers - New	0.00	250.00	-250.00	2,258.90	2,750.00	-491.10
522 - Radios\ Pagers - Maintenance	0.00	83.33	-83.33	1,061.30	916.67	144.63
523 - Equipment - New	0.00	750.00	-750.00	11,739.04	8,250.00	3,489.04
524 - Equipment - Maintenance	142.00	416.66	-274.66	3,413.36	4,583.34	-1,169.98
525 - Firefighting Supplies	1,495.20	208.33	1,286.87	6,183.56	2,291.67	3,891.89
Total 520 - Equipment	<u>1,637.20</u>	<u>1,708.32</u>	<u>-71.12</u>	<u>24,656.16</u>	<u>18,791.68</u>	<u>5,864.48</u>
526 - PPE (Personal Protective Equip)	232.50	2,083.33	-1,850.83	20,451.87	22,916.67	-2,464.80
530 - Medical						
532 - Supplies	13.19	208.33	-195.14	312.44	2,291.67	-1,979.23
533 - Waste	144.05	125.00	19.05	1,355.96	1,375.00	-19.04
Total 530 - Medical	<u>157.24</u>	<u>333.33</u>	<u>-176.09</u>	<u>1,668.40</u>	<u>3,666.67</u>	<u>-1,998.27</u>
540 - Training						
541 - Seminars	0.00	208.33	-208.33	175.00	2,291.67	-2,116.67

Providence Volunteer Fire Department
Income & Expense Budget Performance
May 2012

	<u>May 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jul '11 - May 12</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>
542 · Books	0.00	166.66	-166.66	0.00	1,833.34	-1,833.34
543 · PR Literature	0.00	125.00	-125.00	0.00	1,375.00	-1,375.00
544 · Other	0.00			653.90		
Total 540 · Training	0.00	499.99	-499.99	828.90	5,500.01	-4,671.11
Total 500 · Fire Fighters' Equip/Training	2,026.94	5,208.29	-3,181.35	52,287.62	57,291.71	-5,004.09
600 · Fire Engines						
620 · '99 Southern Coach Eng #322	221.01	1,250.00	-1,028.99	15,990.22	13,750.00	2,240.22
640 · '03 Red Diamond #324	0.00	500.00	-500.00	2,881.86	5,500.00	-2,618.14
650 · '02 Ford Quesco Brush #326	0.00	166.66	-166.66	3,644.52	1,833.34	1,811.18
660 · '95 InternHackney Squad #32	0.00	416.66	-416.66	2,980.10	4,583.34	-1,603.24
680 · '06 KME Pumper #321	1,624.94	1,333.33	291.61	14,367.39	14,666.67	-299.28
681 · Diesel Fuel	1,633.62	1,000.00	633.62	10,668.27	11,000.00	-331.73
682 · Gasoline	0.00	16.66	-16.66	0.00	183.34	-183.34
683 · Cleaning Supplies	0.00	83.33	-83.33	0.00	916.67	-916.67
684 · Miscellaneous Parts	303.84	83.33	220.51	1,024.97	916.67	108.30
685 · Fire Engines - Other	0.00	500.00	-500.00	7,729.61	5,500.00	2,229.61
Total 600 · Fire Engines	3,783.41	5,349.97	-1,566.56	59,286.94	58,850.03	436.91
800 · Firefighters Payroll						
801 · Payroll - Day Shift (Hourly)	20,393.50	15,333.33	5,060.17	143,911.75	168,666.67	-24,754.92
809 · Payroll - Day Shift (Stipend)	3,720.00			8,680.00		
802 · Payroll - Night Shift (Hourly)	12,395.00	7,000.00	5,395.00	60,709.50	77,000.00	-16,290.50
810 · Payroll - Night Shift (Stipend)	2,580.00			24,882.00		
807 · Payroll Expenses - Training	0.00			2,880.00		
808 · Payroll Expenses						
FICA	2,990.30	1,500.00	1,490.30	18,221.09	16,500.00	1,721.09
FUTA	0.00	83.33	-83.33	0.00	916.67	-916.67
SUTA	532.36	300.00	232.36	2,903.00	3,300.00	-397.00
808 · Payroll Expenses - Other	232.26	250.00	-17.74	915.96	2,750.00	-1,834.04
Total 808 · Payroll Expenses	3,754.92	2,133.33	1,621.59	22,040.05	23,466.67	-1,426.62
Total 800 · Firefighters Payroll	42,843.42	24,466.66	18,376.76	263,103.30	269,133.34	-6,030.04
850 · Christmas Fundraising Expense	0.00			3,304.80	4,000.00	-695.20
Total Expense	56,279.89	43,270.63	13,009.26	456,800.10	479,979.37	-23,179.27
Net Ordinary Income	-35,065.30	-5,387.31	-29,677.99	-32,073.78	-49,762.69	17,688.91
Net Income	-35,065.30	-5,387.31	-29,677.99	-32,073.78	-49,762.69	17,688.91

Providence Volunteer Fire Department
Income & Expense Budget Performance
 May 2012

	Annual Budget
Ordinary Income/Expense	
Income	
110 - Subsidies	
111 - Mecklenburg Cty	65,000.00
112 - Union County	21,600.00
114 - Town of Weddington - Day Staff	206,000.00
115 - Town of Weddington - Night Staf	30,000.00
Total 110 - Subsidies	322,600.00
120 - Dues & Fees	
121 - Union County Fire Fees	120,000.00
Total 120 - Dues & Fees	120,000.00
130 - Vol Donations	
134 - Other	2,000.00
130 - Vol Donations - Other	500.00
Total 130 - Vol Donations	2,500.00
140 - Other Income	
142 - Fire Fighters' Relief Fund	5,000.00
143 - Fuel Tax Refund	1,000.00
144 - Sales Tax Refund	3,000.00
145 - Interest	2,000.00
147 - Medic-EMS Reimbursement	12,000.00
148 - Firemen Relief Interest	
155 - Christmas Fundraising Income	
156 - Newsletter Income	
Total 140 - Other Income	23,000.00
150 - Uncategorized Income	
Total Income	468,100.00
Expense	
200 - Administration	
202 - Legal Fees	
209 - Annual Dinner/Award	6,000.00
210 - Fire Chief Discretionary	2,000.00
211 - Bank Charges & Credit Card Fees	250.00
212 - Prof Fees	4,000.00
214 - Off Supplies	2,500.00
215 - Printing/Newsletter	2,000.00
216 - Postage	500.00
217 - Dues, Subscriptions, & Internet	500.00
218 - Fire Fighters' Association	500.00
219 - Miscellaneous	5,000.00
Total 200 - Administration	23,250.00
220 - Insurance	
223 - Vol. Fire Fighters' Workers Com	7,500.00
224 - Commercial Package	20,000.00
Total 220 - Insurance	27,500.00

Providence Volunteer Fire Department
Income & Expense Budget Performance
 May 2012

	Annual Budget
225 - Drug Testing/Physical Exams	5,000.00
230 - Taxes	
231 - Sales Taxes	
232 - Meck CO.	1,500.00
233 - Union County	1,500.00
239 - Electricity & Telecommunication	
Total 231 - Sales Taxes	3,000.00
236 - Property Tax	100.00
237 - Freight	100.00
Total 230 - Taxes	3,200.00
300 - Build Maintenance	
310 - Cleaning	500.00
320 - Landscaping & Lawn Care	2,500.00
330 - Trash and Landfill	500.00
340 - Pest Control	500.00
350 - Maintenance Supplies	4,000.00
351 - Furniture	2,000.00
360 - Repairs	12,000.00
Total 300 - Build Maintenance	22,000.00
400 - Utilities	
410 - Electric	9,000.00
420 - Natural Gas	3,500.00
430 - Telephone	5,000.00
440 - Water	500.00
Total 400 - Utilities	18,000.00
500 - Fire Fighters' Equip/Training	
510 - Clothing	
512 - Dress Uniforms	3,500.00
513 - Clothing - Other	3,500.00
Total 510 - Clothing	7,000.00
520 - Equipment	
521 - Radios\ Pagers - New	3,000.00
522 - Radios\ Pagers - Maintenance	1,000.00
523 - Equipment - New	9,000.00
524 - Equipment - Maintenance	5,000.00
525 - Firefighting Supplies	2,500.00
Total 520 - Equipment	20,500.00
526 - PPE (Personal Protective Equip)	25,000.00
530 - Medical	
532 - Supplies	2,500.00
533 - Waste	1,500.00
Total 530 - Medical	4,000.00
540 - Training	
541 - Seminars	2,500.00

**Providence Volunteer Fire Department
Income & Expense Budget Performance
May 2012**

	<u>Annual Budget</u>
542 · Books	2,000.00
543 · PR Literature	1,500.00
544 · Other	
Total 540 · Training	<u>6,000.00</u>
Total 500 · Fire Fighters' Equip/Training	62,500.00
600 · Fire Engines	
620 · '99 Southern Coach Eng #322	15,000.00
640 · '03 Red Diamond #324	6,000.00
650 · '02 Ford Quesco Brush #326	2,000.00
660 · '95 Intern\Hackney Squad #32	5,000.00
680 · '06 KME Pumper #321	16,000.00
681 · Diesel Fuel	12,000.00
682 · Gasoline	200.00
683 · Cleaning Supplies	1,000.00
684 · Miscellaneous Parts	1,000.00
685 · Fire Engines - Other	6,000.00
Total 600 · Fire Engines	<u>64,200.00</u>
800 · Firefighters Payroll	
801 · Payroll - Day Shift (Hourly)	184,000.00
809 · Payroll - Day Shift (Stipend)	
802 · Payroll - Night Shift (Hourly)	84,000.00
810 · Payroll - Night Shift (Stipend)	
807 · Payroll Expenses - Training	
808 · Payroll Expenses	
FICA	18,000.00
FUTA	1,000.00
SUTA	3,600.00
808 · Payroll Expenses - Other	3,000.00
Total 808 · Payroll Expenses	<u>25,600.00</u>
Total 800 · Firefighters Payroll	293,600.00
850 · Christmas Fundraising Expense	4,000.00
Total Expense	<u>523,250.00</u>
Net Ordinary Income	<u>-55,150.00</u>
Net Income	<u><u>-55,150.00</u></u>

Providence Volunteer Fire Department
Balance Sheet
As of May 31, 2012

	May 31, 12
ASSETS	
Current Assets	
Checking/Savings	
Checking Accounts	
BB&T Checking-5119	101,753.64
BOA Payroll-7449	15,985.69
Total Checking Accounts	117,739.33
CD - BBT - 0094 (02/10/14)	119,487.22
CD - BBT - 0108 (02/10/14)	59,649.81
Firemen Relief-BOA-8254	34,441.97
Total Checking/Savings	331,318.33
Total Current Assets	331,318.33
Fixed Assets	
Air Packs	73,087.70
Bauer Vertecon Air Compressor	40,000.00
Commercial Protector System	2,112.50
Dexter T-400 Washer\Extractor	3,611.00
Fire Fighter Main Equipment	2,448.00
Groban Electric Generator	5,000.00
Ladder Truck Building	32,452.08
Total Fixed Assets	158,711.28
Other Assets	
1996 Internat'I #32	119,365.76
1999 SouthCo #322	274,231.58
2002 Ford #326	44,029.33
2003 Red Diamond #324	240,302.00
2006 KME Pumper #321	400,555.50
Building	346,812.09
Equip	27,615.37
Land	12,590.00
X Accum Depr	-1,019,298.00
Total Other Assets	446,203.63
TOTAL ASSETS	936,233.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 - Payroll Liabilities	10,337.89
Total Other Current Liabilities	10,337.89
Total Current Liabilities	10,337.89
Total Liabilities	10,337.89
Equity	
3900 - Retained Earnings	957,969.13
Net Income	-32,073.78
Total Equity	925,895.35

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Cash Basis

Providence Volunteer Fire Department
Balance Sheet
As of May 31, 2012

May 31, 12

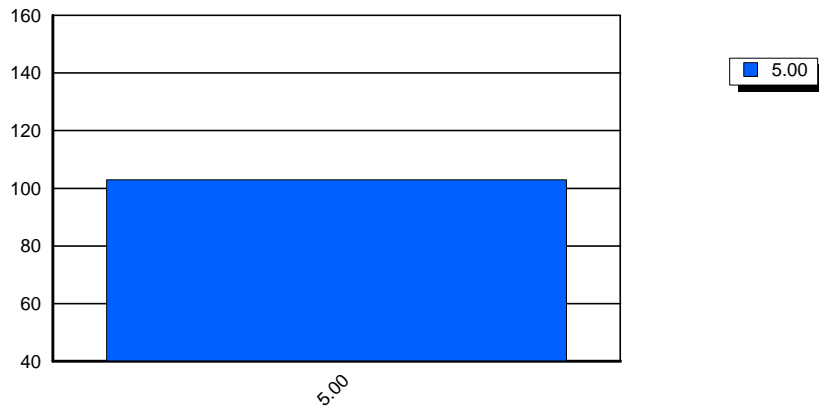
TOTAL LIABILITIES & EQUITY

936,233.24

WESLEY CHAPEL VFD

6/5/2012

Count of Alarms Per Month



<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1203507	0	05/01/2012
09020	1203512	0	05/01/2012
09020	1203514	0	05/01/2012
09020	1203516	0	05/01/2012
09020	1203521	0	05/01/2012
09020	1203526	0	05/01/2012
09020	1203537	0	05/02/2012
09020	1203551	0	05/02/2012
09020	1203554	0	05/02/2012
09020	1203561	0	05/03/2012
09020	1203580	0	05/03/2012
09020	1203603	0	05/04/2012
09020	1203613	0	05/04/2012
09020	1203611	0	05/04/2012
09020	1203618	0	05/05/2012
09020	1203639	0	05/06/2012
09020	1203641	0	05/06/2012
09020	1203646	0	05/06/2012
09020	1203651	0	05/06/2012
09020	1203659	0	05/06/2012
09020	1203668	0	05/06/2012
09020	1203673	0	05/07/2012
09020	1203677	0	05/07/2012
09020	1203678	0	05/07/2012
09020	1203704	0	05/07/2012

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1203702	0	05/07/2012
09020	1203708	0	05/07/2012
09020	1203710	0	05/08/2012
09020	1203713	0	05/08/2012
09020	1203749	0	05/09/2012
09020	1203759	0	05/10/2012
09020	1203771	0	05/10/2012
09020	1203788	0	05/11/2012
09020	1203801	0	05/11/2012
09020	1203811	0	05/11/2012
09020	1203817	0	05/12/2012
09020	1203818	0	05/12/2012
09020	1203828	0	05/12/2012
09020	1203831	0	05/12/2012
09020	1203838	0	05/12/2012
09020	1203849	0	05/13/2012
09020	1203858	0	05/13/2012
09020	1203863	0	05/13/2012
09020	1203867	0	05/14/2012
09020	1203882	0	05/14/2012
09020	1203883	0	05/14/2012
09020	1203889	0	05/14/2012
09020	1203888	0	05/14/2012
09020	1203900	0	05/14/2012
09020	1203919	0	05/15/2012
09020	1203929	0	05/16/2012
09020	1203992	0	05/18/2012
09020	1203994	0	05/18/2012
09020	1204003	0	05/18/2012
09020	1204007	0	05/18/2012
09020	1204012	0	05/19/2012
09020	1204022	0	05/19/2012
09020	1204029	0	05/19/2012
09020	1204032	0	05/19/2012
09020	1204035	0	05/20/2012
09020	1204040	0	05/20/2012
09020	1204042	0	05/20/2012
09020	1204059	0	05/20/2012
09020	1204061	0	05/20/2012
09020	1204063	0	05/20/2012
09020	1204064	0	05/20/2012
09020	1204071	0	05/21/2012
09020	1204092	0	05/21/2012

<u>FDID</u>	<u>INCIDENT#</u>	<u>EXP</u>	<u>ALARM DATE</u>
09020	1204103	0	05/21/2012
09020	1204128	0	05/22/2012
09020	1204135	0	05/22/2012
09020	1204134	0	05/22/2012
09020	1204133	0	05/22/2012
09020	1204136	0	05/22/2012
09020	1204138	0	05/22/2012
09020	1204141	0	05/23/2012
09020	1204163	0	05/23/2012
09020	1204172	0	05/23/2012
09020	1204170	0	05/23/2012
09020	1204201	0	05/24/2012
09020	1204197	0	05/24/2012
09020	1204203	0	05/24/2012
09020	1204257	0	05/26/2012
09020	1204263	0	05/27/2012
09020	1204267	0	05/27/2012
09020	1204270	0	05/27/2012
09020	1204271	0	05/27/2012
09020	1204281	0	05/27/2012
09020	1204288	0	05/27/2012
09020	1204310	0	05/28/2012
09020	1204312	0	05/28/2012
09020	1204323	0	05/29/2012
09020	1204324	0	05/29/2012
09020	1204325	0	05/29/2012
09020	1204331	0	05/29/2012
09020	1104360	0	05/30/2012
09020	1204364	0	05/31/2012
09020	1204365	0	05/31/2012
09020	1204371	0	05/31/2012
09020	1204373	0	05/31/2012
09020	1204370	0	05/31/2012
09020	1204378	0	05/31/2012
09020	1204377	0	05/31/2012

Month Total: 103

Grand Total: 103

NFIRS Incident Listing Summary Report

1 total calls for Incident Type **100 Fire, other**
2 total calls for Incident Type **111 Building fire**
2 total calls for Incident Type **142 Brush or brush-and-grass mixture fire**
1 total calls for Incident Type **154 Dumpster or other outside trash receptacle fire**
48 total calls for Incident Type **311 Medical assist, assist EMS crew**
7 total calls for Incident Type **322 Motor vehicle accident with injuries**
1 total calls for Incident Type **324 Motor vehicle accident with no injuries**
1 total calls for Incident Type **381 Rescue or EMS standby**
3 total calls for Incident Type **412 Gas leak (natural gas or LPG)**
1 total calls for Incident Type **424 Carbon monoxide incident**
1 total calls for Incident Type **440 Electrical wiring/equipment problem, other**
1 total calls for Incident Type **553 Public service**
1 total calls for Incident Type **600 Good intent call, other**
8 total calls for Incident Type **611 Dispatched & canceled en route**
3 total calls for Incident Type **631 Authorized controlled burning**
1 total calls for Incident Type **651 Smoke scare, odor of smoke**
1 total calls for Incident Type **733 Smoke detector activation due to malfunction**
4 total calls for Incident Type **735 Alarm system sounded due to malfunction**
4 total calls for Incident Type **736 CO detector activation due to malfunction**
1 total calls for Incident Type **740 Unintentional transmission of alarm, other**
6 total calls for Incident Type **745 Alarm system activation, no fire - unintentional**
1 total calls for Incident Type **746 Carbon monoxide detector activation, no CO**
4 total calls for Incident Type **814 Lightning strike (no fire)**

Total Incidents:

103

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

FY 2011-2012

	05/01/2012 TO 05/31/2012			
	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REN</u>
REVENUE:				
10-3101-110 AD VALOREM TAX - CURRENT	3,094.36	556,364.32	550,000.00	-
10-3102-110 AD VALOREM TAX - 1ST PRIOR Y	113.60	8,074.65	5,000.00	-6
10-3103-110 AD VALOREM TAX - NEXT 8 YRS	113.60	2,695.29	1,000.00	-17
10-3110-121 AD VALOREM TAX - MOTOR VEH	2,434.91	27,684.59	30,000.00	
10-3115-180 TAX INTEREST	136.49	1,566.43	1,750.00	1
10-3231-220 LOCAL OPTION SALES TAX REV -	11,831.53	106,826.91	120,000.00	1
10-3322-220 BEER & WINE TAX	41,251.87	41,251.87	48,750.00	1
10-3324-220 UTILITY FRANCHISE TAX	0.00	313,083.32	450,000.00	3
10-3340-400 ZONING & PERMIT FEES	3,225.00	13,730.00	10,000.00	-3
10-3350-400 SUBDIVISION FEES	0.00	0.00	1,000.00	10
10-3830-891 MISCELLANEOUS REVENUES	0.00	13,951.65	1,500.00	-83
10-3831-491 INVESTMENT INCOME	111.23	6,686.03	21,020.00	6
TOTAL REVENUE	62,312.59	1,091,915.06	1,240,020.00	1
AFTER TRANSFERS	62,312.59	1,091,915.06	1,240,020.00	
4110 GENERAL GOVERNMENT				
EXPENDITURE:				
10-4110-126 FIRE DEPT SUBSIDIES	0.00	164,652.25	236,520.00	3
10-4110-128 POLICE PROTECTION	0.00	216,609.00	220,000.00	
10-4110-192 ATTORNEY FEES	7,797.17	78,866.65	110,000.00	2
10-4110-195 ELECTION EXPENSE	0.00	9,271.03	10,825.00	1
10-4110-340 EVENTS & PUBLICATIONS	191.60	27,730.75	27,750.00	
10-4110-495 OUTSIDE AGENCY FUNDING	0.00	2,356.60	4,000.00	4
TOTAL EXPENDITURE	7,988.77	499,486.28	609,095.00	1
BEFORE TRANSFERS	-7,988.77	-499,486.28	-609,095.00	
AFTER TRANSFERS	-7,988.77	-499,486.28	-609,095.00	
4120 ADMINISTRATIVE				
EXPENDITURE:				
10-4120-121 SALARIES - CLERK	5,553.64	59,606.37	67,500.00	1
10-4120-123 SALARIES - TAX COLLECTOR	2,898.64	34,779.07	40,000.00	1
10-4120-124 SALARIES - FINANCE OFFICER	368.66	7,039.58	10,500.00	3
10-4120-125 SALARIES - MAYOR & TOWN COU	1,750.00	19,250.00	21,000.00	
10-4120-181 FICA EXPENSE	800.83	9,123.93	10,400.00	1
10-4120-182 EMPLOYEE RETIREMENT	1,264.46	16,619.95	17,100.00	
10-4120-183 EMPLOYEE INSURANCE	1,479.00	16,190.05	18,000.00	1
10-4120-184 EMPLOYEE LIFE INSURANCE	27.16	297.72	325.00	
10-4120-185 EMPLOYEE S-T DISABILITY	24.00	262.80	300.00	1
10-4120-191 AUDIT FEES	0.00	7,800.00	8,100.00	
10-4120-193 CONTRACT LABOR	0.00	999.00	5,000.00	8
10-4120-200 OFFICE SUPPLIES - ADMIN	293.99	15,617.40	20,500.00	2
10-4120-210 PLANNING CONFERENCE	0.00	933.12	2,500.00	6
10-4120-321 TELEPHONE - ADMIN	252.02	1,976.07	1,575.00	-2
10-4120-325 POSTAGE - ADMIN	150.00	2,970.72	4,200.00	2
10-4120-331 UTILITIES - ADMIN	288.38	3,191.03	4,725.00	3
10-4120-351 REPAIRS & MAINTENANCE - BUIL	166.25	7,134.55	8,500.00	1
10-4120-352 REPAIRS & MAINTENANCE - EQU	854.58	23,613.00	20,000.00	-1
10-4120-354 REPAIRS & MAINTENANCE - GRO	17,300.59	43,331.69	108,450.00	6
10-4120-355 REPAIRS & MAINTENANCE - PES	0.00	440.00	750.00	4

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

FY 2011-2012

	05/01/2012 TO 05/31/2012			
	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REN</u>
10-4120-356 REPAIRS & MAINTENANCE - CUS	400.00	4,300.00	5,750.00	2
10-4120-370 ADVERTISING - ADMIN	0.00	508.37	1,000.00	4
10-4120-397 TAX LISTING & TAX COLLECTION	128.72	332.66	2,000.00	8
10-4120-400 ADMINISTRATIVE:TRAINING	0.00	3,037.92	4,100.00	2
10-4120-410 ADMINISTRATIVE:TRAVEL	869.38	5,858.19	6,500.00	1
10-4120-450 INSURANCE	0.00	11,048.45	24,000.00	5
10-4120-491 DUES & SUBSCRIPTIONS	6,405.00	19,476.00	18,000.00	-
10-4120-498 GIFTS & AWARDS	0.00	1,411.08	1,500.00	-
10-4120-499 MISCELLANEOUS	30.00	2,312.00	2,000.00	-1
TOTAL EXPENDITURE	41,305.30	319,460.72	434,275.00	2
BEFORE TRANSFERS	-41,305.30	-319,460.72	-434,275.00	
AFTER TRANSFERS	-41,305.30	-319,460.72	-434,275.00	
4130 PLANNING & ZONING				
EXPENDITURE:				
10-4130-121 SALARIES - ZONING ADMINISTR	5,016.38	55,180.18	60,375.00	
10-4130-122 SALARIES - ASST ZONING ADMIN	145.86	1,784.22	2,500.00	2
10-4130-123 SALARIES - RECEPTIONIST	1,529.09	17,277.76	22,575.00	2
10-4130-124 SALARIES - PLANNING BOARD	1,450.00	14,350.00	17,500.00	1
10-4130-125 SALARIES - SIGN REMOVAL	389.80	4,216.16	4,500.00	
10-4130-181 FICA EXPENSE - P&Z	652.66	7,099.97	8,000.00	1
10-4130-182 EMPLOYEE RETIREMENT - P&Z	979.21	10,876.67	13,700.00	2
10-4130-183 EMPLOYEE INSURANCE	-1,613.00	16,342.95	19,500.00	1
10-4130-184 EMPLOYEE LIFE INSURANCE	-31.16	241.28	300.00	2
10-4130-185 EMPLOYEE S-T DISABILITY	12.00	133.20	200.00	3
10-4130-193 CONSULTING	275.00	17,789.62	15,000.00	-1
10-4130-194 CONSULTING - COG	65.00	822.50	10,000.00	9
10-4130-200 OFFICE SUPPLIES - PLANNING &	272.99	6,508.37	5,000.00	-3
10-4130-201 ZONING SPECIFIC OFFICE SUPPLI	0.00	0.00	2,500.00	10
10-4130-215 HISTORIC PRESERVATION	0.00	0.00	500.00	10
10-4130-220 TRANSPORTATION & IMPROVEM	0.00	15,764.59	3,000.00	-42
10-4130-321 TELEPHONE - PLANNING & ZONI	252.03	2,093.88	1,575.00	-3
10-4130-325 POSTAGE - PLANNING & ZONING	150.00	2,034.22	4,200.00	5
10-4130-331 UTILITIES - PLANNING & ZONING	288.37	3,191.11	4,725.00	3
10-4130-370 ADVERTISING - PLANNING & ZON	0.00	428.63	1,000.00	5
TOTAL EXPENDITURE	9,834.23	176,135.31	196,650.00	1
BEFORE TRANSFERS	-9,834.23	-176,135.31	-196,650.00	
AFTER TRANSFERS	-9,834.23	-176,135.31	-196,650.00	
GRAND TOTAL	3,184.29	96,832.75	0.00	

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2011-2012

PERIOD ENDING: 05/31/2012

10

ASSETS

ASSETS

10-1120-000 TRINITY CHECKING ACCOUNT	479,011.45
10-1120-001 TRINITY MONEY MARKET	808,562.84
10-1120-002 CITIZENS SOUTH CD'S	1,022,166.29
10-1170-000 NC CASH MGMT TRUST	529,648.05
10-1211-001 A/R PROPERTY TAX	13,036.50
10-1212-001 A/R PROPERTY TAX - 1ST YEAR PRIOR	5,255.84
10-1212-002 A/R PROPERTY TAX - NEXT 8 PRIOR YRS	5,890.52
10-1232-000 SALES TAX RECEIVABLE	716.31
10-1610-001 FIXED ASSETS - LAND & BUILDINGS	828,793.42
10-1610-002 FIXED ASSETS - FURNITURE & FIXTURES	14,022.92
10-1610-003 FIXED ASSETS - EQUIPMENT	134,876.46
TOTAL ASSETS	3,841,980.60

LIABILITIES & EQUITY

LIABILITIES

10-2120-000 BOND DEPOSIT PAYABLE	254,229.28
10-2620-000 DEFERRED REVENUE - DELQ TAXES	5,255.84
10-2625-000 DEFERRED REVENUE - CURR YR TAX	13,036.50
10-2630-000 DEFERRED REVENUE-NEXT 8	5,890.52
TOTAL LIABILITIES	278,412.14

EQUITY

10-2620-001 FUND BALANCE - UNDESIGNATED	1,919,413.61
10-2620-003 FUND BALANCE-DESIG FOR CAP PROJECTS	569,629.30
10-2620-004 FUND BALANCE-INVEST IN FIXED ASSETS	977,692.80
CURRENT FUND BALANCE - YTD NET REV	96,832.75
TOTAL EQUITY	3,563,568.46

TOTAL LIABILITIES & FUND EQUITY 3,841,980.60

TOWN OF WEDDINGTON

MEMORANDUM

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: June 11, 2012

SUBJECT: Monthly Report – May 2012

Transactions:	
<5.00 Adjustments	\$(26.46)
Penalty and Interest Payments	\$(148.17)
Refunds	\$179.56
Overpayments	\$(87.08)
Taxes Collected:	
2011	\$(3094.36)
2010	\$(113.60)
2009	\$(113.60)
As of May 31, 2012; the following taxes remain Outstanding:	
2002	\$82.07
2003	\$160.16
2004	\$159.59
2005	\$291.65
2006	\$169.79
2007	\$188.41
2008	\$2017.21
2009	\$2821.64
2010	\$5255.84
2011	\$13036.50
Total Outstanding:	\$24182.86