



**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
2014 BOARD RETREAT**

February 6 and 7, 2014

Firethorne Country Club, 1108 Firethorne Club Drive, Marvin, NC 28173

February 6, 2014

Breakfast Snacks	8:30 – 9:00
Welcome and Introductions	9:00 – 9:20
Facilitators: Michelle Nance and Jason Wager, Centralina Council of Governments	
<ul style="list-style-type: none">• Agenda review, retreat expectations, and ground rules	
Teambuilding Exercises	9:20 – 10:00
VFD Presentations	10:00 – 12:00
Each VFD has been asked to provide information to the Board including service area, services provided and funds budgeted by Town in FY14, expected changes in FY15, outstanding issues, and impacts if funding request is not filled. The goal is to understand current and proposed service and funding levels and to understand what value is being provided to the Town.	
<i>Each VFD is provided 15 minutes to present this information and respond to direct questions.</i>	
<ul style="list-style-type: none">• Providence VFD• Stallings VFD• Wesley Chapel VFD	
Lunch Break	12:00 – 12:45
Lunch will be provided on-site.	
Budget Process and Review	12:45 – 3:15
<ul style="list-style-type: none">• Budget Schedule - Leslie Gaylord 12:45 – 1:00• Five-Year Review of Fund Balance - Leslie Gaylord 1:00 – 1:30• Review Town Budget Categories - Leslie Gaylord 1:30 – 2:15• Budget “Wish List” - All 2:15 – 3:00• Staff Changes and Planning Board Salaries - Amy McCollum 3:00 – 3:15	
Break	3:15 – 3:30
NCDOT Issues	3:30 – 4:30
<ul style="list-style-type: none">• Road Improvement Updates - Barbara Harrison 3:30 – 3:50• NCDOT Policy Change on Subdivision Roads - Bill Deter 3:50 – 4:10• Proposed Ordinance Amendments - Dorine Sharp 4:10 – 4:25• Other Transportation Issues - All 4:25 – 4:45	
Wrap Up	4:45 – 5:00
Review of accomplishments, preview work for Friday, and closing thoughts.	



**TOWN OF WEDDINGTON
SPECIAL TOWN COUNCIL MEETING
2014 BOARD RETREAT**





February 6 and 7, 2014

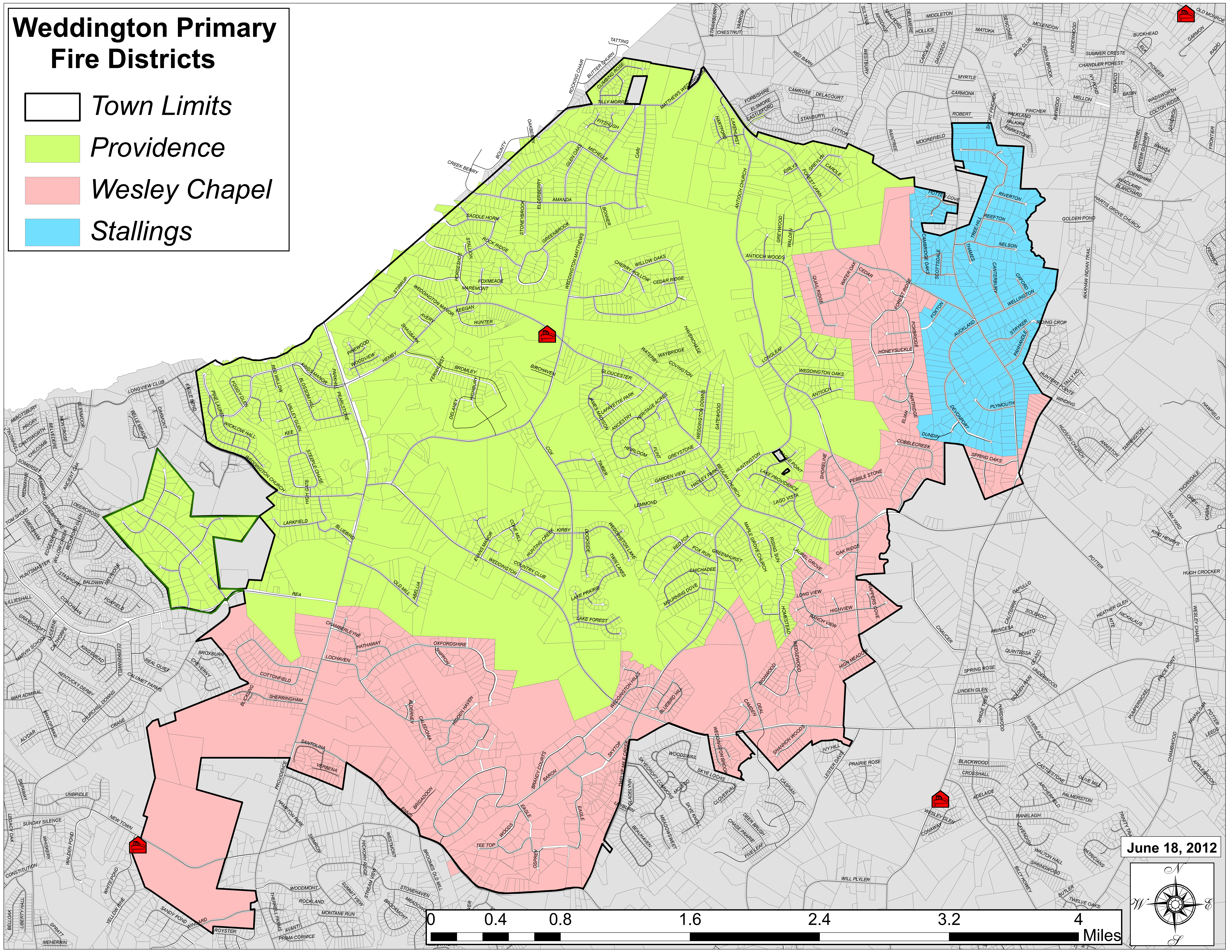
Firethorne Country Club, 1108 Firethorne Club Drive, Marvin, NC 28173

February 7, 2014

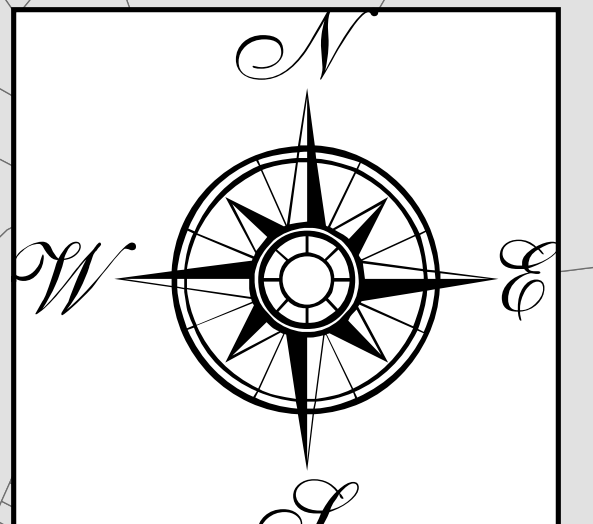
Breakfast Snacks	8:30 – 9:00
Welcome and Agenda Review	9:00 – 9:15
<ul style="list-style-type: none">• Agenda Review - Michelle Nance	
Technology Update	9:15 – 10:00
<ul style="list-style-type: none">• Technology Updates - Kevin Eves, VC3	
Planning and Zoning	10:00 – 12:00
<ul style="list-style-type: none">• Uses approved under residential zoning - Dorine Sharp and Rob Dow• R-CD subdivisions - Bill Deter• Zoning Compliance - All• Annexation Agreement - Amy McCollum	10:00 – 10:30 10:30 – 11:00 11:00 – 11:30 11:30 – 12:00
Lunch Break	12:00 – 12:30
Union County Public Schools / Growth Management	12:30 – 1:45
<ul style="list-style-type: none">• Towns Role - Anthony Fox• Growth Management Tools (APFO and other) - Anthony Fox• Board Concerns - All	12:30 – 12:50 12:50 – 1:20 1:20 – 1:45
Public Safety	1:45 – 3:00
<ul style="list-style-type: none">• Radar Unit - Michael Smith• Deputy Offices - All• Contract Review and Forecast, Performance Metrics – All• CERT (Citizen Emergency Response Team) - All• Public Safety Committee - All	1:45 – 2:00 2:00 – 2:15 2:15 – 2:30 2:30 – 2:45 2:45 – 3:00
Break	3:00 – 3:15
Miscellaneous	3:15 – 4:15
<ul style="list-style-type: none">• Grants• Use of Town Attorney - Anthony Fox• New Process for Permits - Amy McCollum• Business Licenses - Barbara Harrison• Paper Town and Future Services - Barbara Harrison• Various Municipal Communications - Pam Hadley	
Wrap Up and Reflections	4:15 – 4:30

Weddington Primary Fire Districts

-  *Town Limits*
-  *Providence*
-  *Wesley Chapel*
-  *Stallings*



June 18, 2012



NORTH CAROLINA

UNION COUNTY

FIRE SUPPRESSION CONTRACT

THIS CONTRACT, made and entered into this 1st day of July, 2012, for the term of one (1) year, between the Town of Weddington, a duly incorporated municipality under the laws of the State of North Carolina (hereinafter referred to as "Town"), and the Providence Volunteer Fire Department, Inc., a duly organized rural fire department under the laws of the State of North Carolina (hereinafter referred to as "Department").

WHEREAS, the Town desires to provide fire protection to its citizens through the existing resources of the Department, and

WHEREAS, the Department has the ability to provide fire protection to the Town, and will agree to provide needed service throughout the incorporated limits within the Town and in its fire district.

NOW THEREFORE, the Town and the Department hereby contract for fire protection for the Town, by the Department, according to the following terms and conditions.

1. **SERVICE RESPONSIBILITY-FIRE SUPPRESSION.** The Department's units and personnel shall be routinely dispatched by the Union County Communications Center to all fire emergencies in the Town.

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

The Department shall be responsible for equipping and training its firefighters in a manner consistent with applicable regulations of the North Carolina Department of Insurance.

The Department will provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by contract. The Department shall maintain a fire protection rating of at least a six (6), as determined by the Office of the State Fire Marshal. Should the Department move to a lesser rating than a six (6), the Department will develop a plan (within 90 days) to return to a rating of a six (6) or better with the Office of the State Fire Marshal.

2. **SERVICE RESPONSIBILITY-EMERGENCY MEDICAL.** The Town does not provide emergency medical services, this being a function of Union County. However, the Department shall provide to Town residents whatever emergency medical services the Department currently provides or may provide by agreement with Union County.
3. **COMPENSATION.** The Town shall compensate the Department in the amount of \$45,500 per month to be paid on or before the 15th day of each month for the services provided under this Contract. All funds remitted by the Town to the Department shall be used exclusively for the provision of services under this Contract. The Department shall be solely responsible for paying its expenses. The Department shall follow standard

budgeting procedures and shall ensure that appropriate checks and balances exist in the maintenance of Department funds. The compensation is subject to adjustment on an annual basis during the Town's and the Department's normal budgeting cycle.

Annually, at the expense of the Town, the Department shall have a financial audit conducted of its revenues and expenditures for the previous fiscal year and shall provide the Town with a certified copy of the financial audit. The annual financial audit shall be performed by a certified public accountant.

4. **MAINTENANCE.** The Department shall be responsible for continuing its customary maintenance activities. All vehicles, materials, supplies, and equipment shall be maintained and in good operating condition at all times.
5. **ASSUMPTION OF RESPONSIBILITY-INDEMNIFICATION.** To the extent allowed by North Carolina law, in the event that the Town, its elected officials, officers, directors, employees, or agents are made parties to any judicial or administrative proceedings or are found liable for acts arising in whole or in part out of the negligent performance by the Department and/or its agents of any of its obligations under this Contract, then the Department shall indemnify and hold harmless the Town, its elected officials, officers, directors, employees or agents from any and all judgments, settlements, and costs (including attorney's fees). Further, the Department shall assume all responsibility and liability for any injuries to persons and property, including death, arising out of the performance of this Contract. The indemnification provided for by this section shall survive termination of this Contract.
6. **MODIFICATIONS.** The Town and the Department agree that this Contract may be amended or modified from time to time; provided such amendments or modifications are in writing and signed by the parties hereto.
7. **LIABILITY COVERAGE.**

During the term of this agreement, the Department shall maintain comprehensive general liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, to include an endorsement for contractual liability assumed under the indemnity provisions of this agreement. The Town shall be named as additional insured on such policy. For each owned, non-owned, or hired vehicle used by the Department in the performance of its duties pursuant to this agreement, the Department shall also maintain automobile liability insurance with limits of liability not less than one million dollars (1,000,000) combined single limit for bodily injury and property damage. The Department shall maintain Workers Compensation on all firemen in the statutory amount. The department shall provide to the Town and maintain current certificates of insurance indicating that the required coverage is in effect.

The Department shall provide the Town with the certificates of insurance evidencing continuous coverage during the term of this Contract at the levels of insurance described above and shall require that thirty (30) days written notice of any cancellation be given to the Town by the insuring company.

8. **TERM(S).** This Contract shall commence on the date this Contract is signed and shall be in effect for a period of one (1) year from said commencement date, after which time this

Contract shall automatically renew from year to year, on the anniversary date, for successive periods of one (1) year each until such time as it shall be terminated by either party. The Town and Department mutually covenant and agree that this Contract for fire service may be terminated with or without cause by either party at any time upon ninety (90) days written notice to the other party.

9. **IN WITNESS WHEREOF.** Each party has caused this Contract to be executed by its duly authorized officials as of the day and year afore agreed upon.

Attest:

By:

Amy S. McCollum
Town Clerk

Walker Jim
Mayor

Attest:

By:

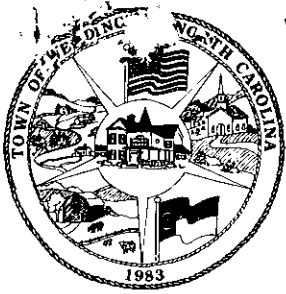
John A. Burger
Secretary

Jack Parks
Chairman of the Board of the
Department

Seal

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

Leslie Bayne
Finance Officer



TOWN OF
WEDDINGTON

1924 Weddington Road • Weddington, North Carolina 28104

April 4, 2012

To: The Board of Directors of the Stallings Volunteer Fire Department

I am writing this letter to notify you that at its Monday, April 2, 2012 meeting, the Town Council for the Town of Weddington passed a motion to move forward with the establishment of a municipal fire service model. The Town intends to have this model in place and effective July 1, 2012. This approach will require extensive coordination of all parties and is contingent upon the following two requirements:

1. The Town must have service contracts in place with the necessary fire service providers required to meet the 5-mile rule for insurance purposes; and
2. Under a municipal fire service model, Union County will no longer collect a fire fee for the area of Weddington currently served by the Stallings Volunteer Fire Department.

The Town of Weddington seeks to enter into a new contract with the Stallings Volunteer Fire Department to be effective July 1, 2012. The new contract will include a compensation clause and a new term. Except for these terms, all other language in the original contract will remain the same.

The current contract with the Stallings Volunteer Fire Department is for the portions of the Town of Weddington described in the attached Exhibit A. As time is of the essence, the Town of Weddington plans to seek competing contract offers for the territory described in Exhibit A with other fire service providers. The Town will consider all offers and determine which offer best serves the long-term fire service needs of the citizens of Weddington.

Therefore, the Town asks that you review the proposed contract and approve it immediately. The proposed contract must be properly executed and delivered to the Weddington Town Hall no later than 5:00 p.m. on Thursday, April 12, 2012 to be considered by the Town.

The Town of Weddington is pleased with the past level of fire service received from the Stallings Volunteer Fire Department over the years and looks forward to the opportunity to work together in the future. Please feel free to call me with any questions or concerns. I can be reached at 704-451-6729.

Thank you,

Walker Davidson
Mayor of Weddington

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 Stallings Volunteer Fire and Rescue Department, Inc., 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 Stallings 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 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 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 the territory set forth 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 Stallings Volunteer Fire Department shall have primary authority on all calls in the territory set forth 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 \$4,000 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 official(s) as of the day and year first above written.

TOWN OF WEDDINGTON

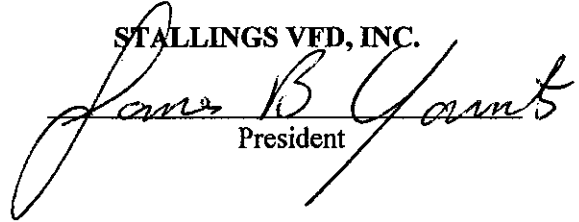


Walker Davidson, Mayor

Attest:


Amy S. McCollum, Town Clerk

STALLINGS VFD, INC.



President

Attest:


Secretary

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

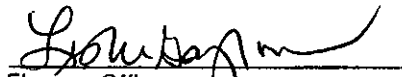

Finance Officer

Exhibit A

February 1993

STALLINGS FIRE RESPONSE AREA

Beginning at a point (1) on the Union County-Mecklenburg County Line at SR#1582, Idlewild Road; thence, southeasterly to a point (2) on SR#1524, Stevens Mill Road 0.8 mile northeast of its intersection with SR#1523, Oak Springs Road; thence, southeasterly to a point (3) on SR#1523, Oak Springs Road 0.4 mile west of its intersection with SR#1522, Sinson Martis Road at the bridge; thence, southeasterly to a point (4) on U.S. 74 at its intersection with SR#1520, Indian Trail-Fairview; thence, southeasterly to a point (5) on U.S. 74 0.8 mile east of its intersection with SR#1367, Unionville-Indian Trail Road, covering both lanes of U.S. 74 and the median between points (4) and (5); thence, southwesterly to a point (6) on SR#1009, Old Charlotte Highway 0.4 mile west of its intersection with SR#1377, Wesley Chapel-Stouts Road; thence, southwesterly to a point (7) on SR#1008, Waxhaw-Indian Trail Road 0.3 mile north of its intersection with SR#1356, Hudson Church Road; thence, southwesterly to a point (8) on SR#1357, Potter Road North 400 feet MOL northwest of the intersection with SR#1008, Waxhaw-Indian Trail Road, excluding lots 1A, 1B, 8, 9, 10, 11, 12, 13, 26, 27, 28, 29, 30, 31 & 32 of Wellington Place Subdivision Section I (also known as Parcels 69-82 of tax map 6-042 1/1/92 revision) between point (7) and point (8); thence, northwesterly to a point (9) at the bridge over the West Fork of Twelve Mile Creek on SR#1358, Forest Lawn Drive 0.5 miles west of its intersection with SR#1357, Potter Road North, including all of Phases 3, 4, 5 & 6 of Providence Place Subdivision, Wellington Wood Subdivision Sections II and III, and all parcels accessed from therein; thence, northwesterly to a point (10) on a line between SR#1344, Waddington-Matthews Road at its intersection with SR#1362 Chestnut Lane and point (9) at the Stallings City Limits; thence, westerly following the Stallings City Limits to a point (11) at the Union County-Mecklenburg County Line; thence, northeasterly to the point of beginning.

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



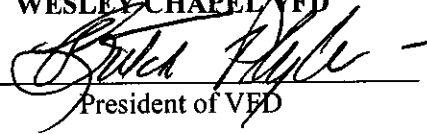
Walker F. Davidson, Mayor

Attest:



Amy S. McCollum, Town Clerk

WESLEY CHAPEL VFD



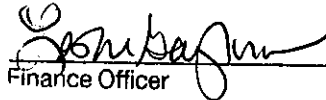
President of VFD

Attest:



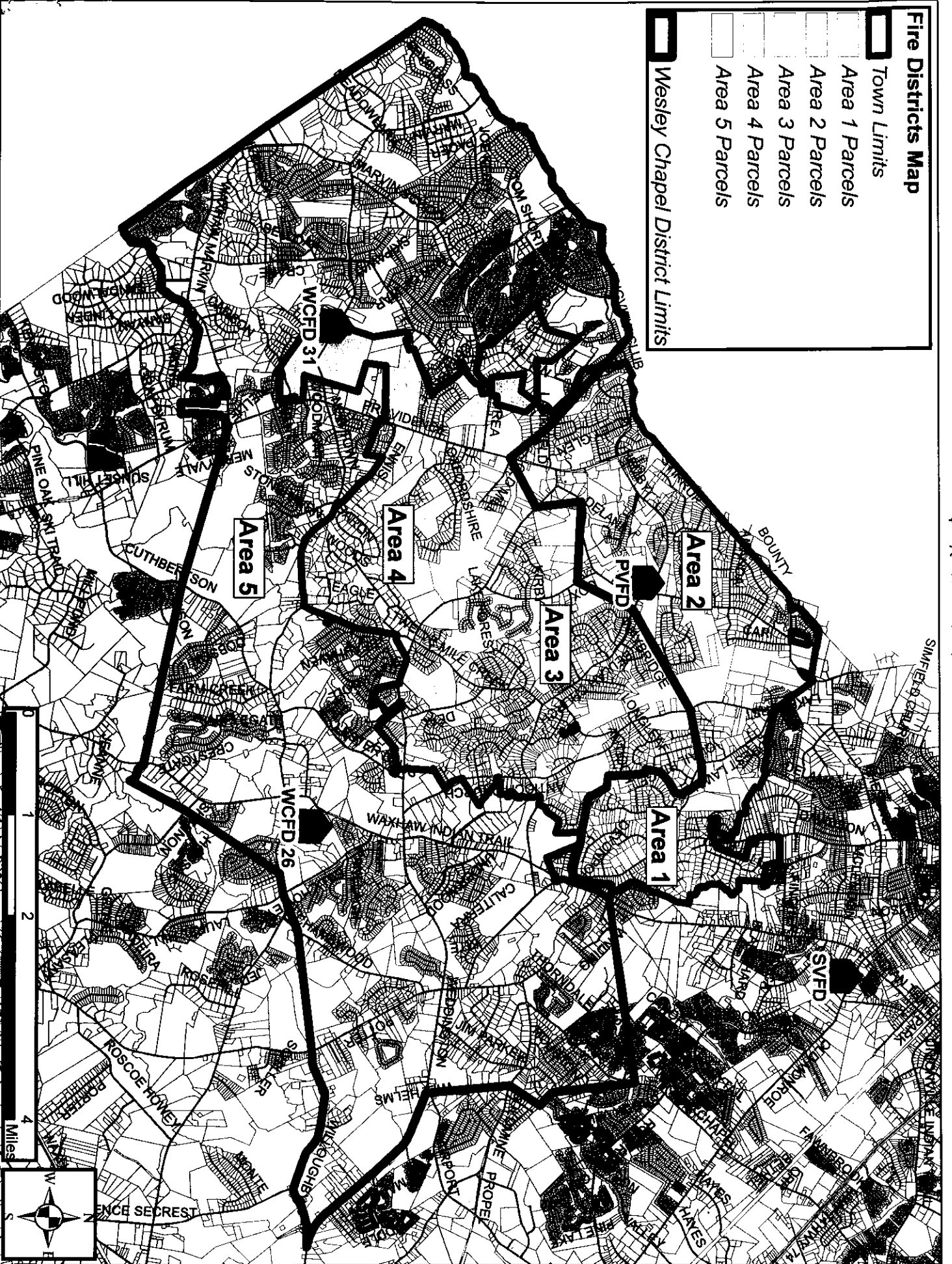
Secretary of VFD

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



Finance Officer

Exhibit "A"



NORTH CAROLINA

UNION COUNTY

FIRE SUPPRESSION AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of October, 2013, for the term of ten (10) years, between the Town of Weddington, a duly incorporated municipality under the laws of the State of North Carolina (hereinafter referred to as "Town"), and the Providence Volunteer Fire Department, Inc., a duly organized rural fire department under the laws of the State of North Carolina (hereinafter referred to as "Department").

WHEREAS, the Town desires to provide fire protection to its citizens through the resources of the Department, and

WHEREAS, the Department has undertaken the renovation and improvements of its 8,329 square foot and 1500 square foot volunteer fire station buildings located on its 1.259 acres ("the Property") and has incurred certain debt to effect the renovations and improvements; and

WHEREAS, the Town intends to participate in funding the renovations and improvements of the Property and the Department intends to sell and convey all rights and interests in the Property to the Town as security for its participation; and

WHEREAS, the Town desires to insure the stability of the Department through this Agreement; and

WHEREAS, the Department has the ability to provide fire protection to the citizens of the Town and agrees to provide fire protection and fire suppression services throughout the incorporated limits of the Town and its fire district.

NOW THEREFORE, the Town and the Department hereby agree for the Department to provide fire protection and fire suppression services for the Town in accordance to the following terms and conditions.

1. **SERVICE RESPONSIBILITY-FIRE SUPPRESSION**. Throughout the term of this Agreement, the Department, its units and personnel shall be routinely dispatched by the Union County Communications Center to all structure related fire emergencies in the Town as defined by the Office of the State Fire Marshall. In addition the Department shall be dispatched to all non-structure related fire emergencies within its defined primary territory.

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

The Department shall be responsible for equipping and training its firefighters in a manner consistent with all current and future regulations of the North Carolina Department of Insurance.

The Department shall provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by Agreement. The Department shall maintain an insurance protection rating of at least a six (6) for all properties within the Town provided the property is that within five (5) miles of the Department's current location at 5025 Hemby Road, as determined by the Office of the State Fire Marshal. Any property that lies outside the five (5) miles of the Department's current location will fall under the jurisdiction of the contracted neighboring fire departments. Should the Department move to a lesser rating than a six (6), the Department will develop a plan (within 90 days) to return to a rating of a six (6) or better with the Office of the State Fire Marshal.

2. **SERVICE RESPONSIBILITY - EMERGENCY MEDICAL.** Generally, the Town does not provide emergency medical services, this being a function of Union County. However, as a result of this Agreement and through the Department and other fire departments under contract, the Town is the first responder for emergency medical services. Further, the Department shall provide to Town residents within its assigned primary territory whatever emergency medical services the Department currently provides or may provide in the future on its own initiative or by agreement with the Town or Union County.
3. **COMPENSATION.** During the first fiscal year of this Agreement, the Town shall compensate the Department in the amount of \$48,318.75 per month to be paid on or before the 15th day of each month for the services provided under this Agreement. For each following fiscal year of this Agreement, the Town shall compensate the Department an amount to be established during the Town's annual budget process. The Department agrees to submit its budget request to the Town in April of the preceding fiscal year. The Town shall notify the Department of its recommended funding of the Department at least 30 days before the Town's public hearing on the budget. The Department's actual budgeted amount shall be set in the Town's annual budget adopted on or before June 30th.

All funds remitted by the Town to the Department shall be used exclusively for the provision of services under this Agreement. The Department shall be solely responsible for paying its expenses. The Department shall follow standard budgeting procedures and shall ensure that appropriate checks and balances exist in the maintenance of Department funds. The compensation is subject to adjustment on an annual basis during the Town's and the Department's normal budgeting cycle.

Annually, at the expense of the Town, the Department shall have a financial audit conducted of its revenues and expenditures for the previous fiscal year and shall provide the Town with a certified copy of the financial audit. The annual financial audit shall be performed by a certified public accountant.

4. **MAINTENANCE.** The Department shall be responsible for continuing its customary maintenance activities. All vehicles, materials, supplies, and equipment shall be the sole responsibility of the Department and shall be maintained and in good operating condition at all times.

5. **ASSUMPTION OF RESPONSIBILITY-INDEMNIFICATION.** To the extent allowed by North Carolina law, in the event that the Town, its elected officials, officers, directors, employees, or agents are made parties to any judicial or administrative proceedings or are found liable for acts arising in whole or in part out of the negligent performance by the Department and/or its agents of any of its obligations under this Agreement, then the Department shall indemnify and hold harmless the Town, its elected officials, officers, directors, employees or agents from any and all judgments, settlements, and costs (including attorney's fees). Further, the Department shall assume all responsibility and liability for any injuries to persons and property, including death, arising out of the performance of this Agreement. The indemnification provided for by this section shall survive termination of this Agreement.

6. **MODIFICATIONS.** The Town and the Department agree that this Agreement may be amended or modified from time to time; provided such amendments or modifications are in writing and signed by the parties hereto. Further, the Department agrees that the provision of fire services during the term of this Agreement is unpredictable and ever-changing and therefore agrees that any request for a Council-initiated change in the delivery of fire services by the Town shall not be unreasonably withheld, provided the Town agrees to cover the Department's incremental costs associated with the Town's request.

7. **LIABILITY COVERAGE.** During the term of this Agreement, the Department shall maintain comprehensive general liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, to include an endorsement for contractual liability assumed under the indemnity provisions of this agreement. The Town shall be named as additional insured on such policy. For each owned, non-owned, or hired vehicle used by the Department in the performance of its duties pursuant to this agreement, the Department shall also maintain automobile liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Department shall maintain Workers Compensation on all firemen in the statutory amount. The department shall provide to the Town and maintain current certificates of insurance indicating that the required coverage is in effect.

8. **TERM(S)/RENEWAL/TERMINATION.** This Agreement shall commence on the date this Agreement is signed and shall be in effect for a period of ten (10) years from said commencement date ("Term"). This Agreement shall expire at the end of the Term ("Expiration Date"). The Town and Department agree that the Term may be extended for one additional five (5) year period provided the Department gives written notice of its intent to extend the Agreement at least six (6) months before the Expiration Date. The Department shall provide the Town with the certificates of insurance evidencing continuous coverage during the term of this Agreement at the levels of insurance described above and shall require that thirty (30) days written notice of any cancellation be given to the Town by the insuring company.

The Town and Department mutually covenant and agree that this Agreement for fire service may be terminated only for cause or upon the mutual agreement of the parties. Cause shall include the failure of either party to perform the material provisions of this Agreement and shall include, but not be limited to, the failure to meet the required service levels and transparency requirements of the Agreement.

If this Agreement is terminated by the Town for a reason other than cause or mutual agreement of the parties, the Department shall be entitled to \$ 750,000 as liquidated damages. The Department and Town acknowledge that the Department's actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Department's and Town's best estimate of such damages, and that the Department and Town believe such liquidated damages are a reasonable estimate of such damages. The Department and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town's default and as compensation for the Department's transfer of title to its property to the Town. Such liquidated damages shall be the sole and exclusive remedy of the Department by reason of a default by Town under this Agreement, and the Department hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that the Department's actual damages exceed the amount which is herein provided the department as full liquidated damages.

If the Department shall terminate this Agreement for a reason other than cause or mutual agreement of the parties, the Town may exercise such rights and remedies as may be provided for or allowed by law or in equity. The Department hereby acknowledges that Town's remedies include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from the Department in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Town, including, without limitation, reasonable attorney's fees.

Upon termination of this Agreement by either the Town or the Department, the Department shall deliver to the Town all records, information and Town-owned real property in the possession of the Department relating to the services performed.

Termination of this Agreement shall not relieve the Town of its obligation to pay to the Department monies due and unpaid, if any, at the time of termination or cancellation.

9. GENERAL PROVISIONS.

The Recitals are incorporated herein by reference and constitute part of this Agreement.

The parties agree that this Agreement shall in all respects and in all instances be governed by, enforced and construed in accordance with the internal laws (and not the laws of conflicts) of the State of North Carolina. Any dispute arising out of or relating to this Agreement must be heard by a state or federal court sitting in North Carolina, and both the Town and the Department hereby submit and consent to the personal jurisdiction of such courts.

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

No modification, termination or attempted waiver of this Agreement, or any provision hereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

10. **IN WITNESS WHEREOF** Each party has caused this Agreement to be executed by its duly authorized officials as of the day and year afore agreed upon.

Attest:

By:

Amy S. McCoum
Town of Clerk

David B. Bury
Mayor - Pro Tem

Attest:

By:

Rudy Johnston
Secretary

Paul E. Pennington
President of the Board of the
Department

Seal

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

Lorne Bayard
Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF UNION

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 14th day of October 2013 (“Effective Date”), by and among the Providence Volunteer Fire Department, a North Carolina Volunteer Fire Department (“Providence”) and the Town of Weddington, a North Carolina municipal corporation (“Town”).

WITNESSETH:

WHEREAS, North Carolina General Statutes § 160A-460 *et seq.* authorizes Providence and the Town to enter into interlocal agreements with each other to execute an undertaking; and

WHEREAS, Providence owns that certain lot, tract or parcel of improved real estate more particularly described on **Exhibit “A”** attached hereto, with all improvements thereon (and together with all easements, rights, benefits and appurtenances thereto), situate, lying and being in the Town of Weddington, County of Union, State of North Carolina, containing approximately 1.259 acres (“Land”) with an approximately (i) 8,329 square foot volunteer fire station building located thereon, and (ii) 1,500 square foot metal building located in the rear of the Land (collectively, the “Improvements”). Said property being identified as Tax Parcel 06-120-004A, and recorded in Deed Book 0386, Page 101, in the Union County, North Carolina Register of Deeds Office. The Land and Improvements are herein sometimes collectively called the “Property”; and

WHEREAS, Providence provides fire protection services to the residents of the Town and the Property is integral to Providence’s ability to provide such services; and

WHEREAS, the Property requires certain immediate renovations and structural improvements to meet building and fire code requirements (the “Renovations”); and

WHEREAS, Providence has obtained funding for the Renovations from a local financial institution, which required Providence to obtain a construction loan to fund the improvements; and

WHEREAS, following the completion of the Renovations and the issuance of a certificate of occupancy for the Property, Providence shall repay the construction loan and sell and convey all rights, title and interests in the Property to the Town.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the authority contained in North Carolina General Statutes, § 160A-460 *et seq.* the Town and Providence agree and covenant as follows:

1. **Agreement to Improve the Property.** For and in consideration of the appropriation of Two Hundred Six Thousand Four Hundred Twenty-Nine and 41/100 Dollars (\$206,429.41) (“Earnest Money”), paid by Town, the mutual covenants and agreements

contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Providence and Town, Providence agrees to renovate and improve the Property by obtaining a construction loan from Branch Banking & Trust Company ("Lender") in an amount of Eight Hundred Thousand Dollars (\$800,000.00) plus accrued interest ("Construction Loan"). Providence shall begin construction of the Renovations by August 19, 2013, and all Renovations shall be made and completed no later than February 28, 2014.

2. **Agreement to Sell and Purchase the Property.** Providence agrees to sell and convey and the Town hereby agrees to purchase and take from Providence, subject to and in accordance with all of the terms and conditions of this Agreement, the Property, including all of the right, title, interest, powers, privileges, benefits and options of Providence, or otherwise accruing to the owner of the Property, in, to and under all guaranties, warranties and agreements from all contractors, subcontractors, vendors or suppliers regarding their performance, quality of workmanship or quality of materials supplied in connection with the renovation, construction, manufacture, development, installation, repair or maintenance of the Improvements, or any component thereof (herein called the "Warranties");

3. **Purchase Price: Method of Payment.** The Purchase Price for the Property shall be the aggregate amount of the Construction Loan, costs for engineering, architectural and other professional services, and Earnest Money ("Purchase Price"); provided that the Purchase Price shall not exceed One Million Dollars (\$1,000,000.00). Two Hundred Six Thousand Four Hundred Twenty-Nine and 41/100 Dollars (\$206,429.41) of the Purchase Price shall be a credit for an appropriation made by Town to Providence on September 18, 2013, the receipt and sufficiency of which are hereby acknowledged by Providence. The remainder of the Purchase Price (not to exceed Seven Hundred Eighty Thousand Dollars (\$780,000.00)) shall be paid by Town to Providence within fifteen (15) days following written notification to the Town of the issuance of the certificate of occupancy (the "Closing Date").

4. **Method of Acquisition.** With the receipt of the Purchase Price, Providence shall convey and the Town shall acquire and own one hundred percent (100%) fee simple interest in the Property.

5. **Closing.** The closing of the purchase of the Property (herein called "Closing") shall be held at the Weddington Town Hall, 1924 Weddington Road, Weddington, North Carolina, 28104, on the Closing Date; provided, however that the Closing Date shall be on or before March 15, 2014 ("Final Closing Date").

6. **Access and Inspection: Delivery of Documents and Information by Providence: Examination by Town.**

(a) On or before the Closing Date, the Town and Town's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property for the purposes of (i) conducting soil tests, and making surveys, mechanical and structural engineering studies, environmental investigations (including, but not limited to, Phase I and other intrusive testing), and any other investigations and inspections as Town may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Town on the Property shall not materially damage the Property except as is ordinarily

required for the performance of such tests and evaluations. The Town shall be responsible for any damage to the Property resulting from such inspections.

(b) Within five (5) business days after the Effective Date, Providence shall deliver to Town, if not previously delivered, or make available to Town for examination or copying by Town, at the address for Town set forth below Town's execution of this Agreement, the following documents and information with respect to the Property:

(i) All surveys, plans, specifications, environmental, engineering and mechanical data relating to the Property, including such items relating to tenant improvements, and reports such as soils reports and environmental audits, which are in Providence's possession or which Providence can obtain with reasonable effort;

(ii) Balance sheets and operating statements, including income and expense statements, covering the operation of the Property during the one (1)-year period preceding the Closing date;

(iii) True, correct and complete copies of the Warranties;

(iv) True, correct and complete copies of all policies of insurance carried by Providence with respect to the Property, together with evidence of the premiums paid by Providence therefor; and

(v) A copy of any policy of title insurance issued in favor of Providence, together with legible copies of all instruments referenced therein.

(c) Town shall have thirty (30) days after the Effective Date (herein called the "Due Diligence Date") in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Town and whether the Town will accept ownership of the Property. In the event that Town shall determine, in Town's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Town, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence on or before the Due Diligence Date, in which case all rights and obligations of the parties under this Agreement shall be governed by Section 15 of this Agreement.

7. Prorations and Adjustments to Purchase Price.

(a) The Town and Providence anticipate that Providence will retain possession of the Property following Closing and that proration of the purchase price is not anticipated. However, in the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Providence shall deliver to Town the bills therefor promptly upon receipt thereof and Town shall

be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this paragraph, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Town.

(b) Providence expressly acknowledges that Town shall not be obligated to employ, or assume any responsibility for, any employee of Providence employed at the Property (the “**Property Employees**”), and there shall be no proration of “employee costs” for any Property Employee between Providence and Town. Providence shall terminate or otherwise assume the sole financial responsibility for the employment of all Property Employees in respect of the Property as of the Closing Date, and shall be responsible for, and shall pay in full at or before Closing, all employee costs for the Property Employees applicable to or owing for periods through and including the Closing Date, or accrued as of the Closing Date. For the purposes of this Agreement, “employee costs” shall mean and include all fees, wages, salaries and other compensation, and the costs and expenses of workers compensation insurance, vacation pay, sick pay, pension, profit sharing, health insurance, other insurance, other employee benefits, social security taxes, unemployment insurance, and all other federal, state and local employment taxes. Providence shall comply with all applicable laws pertaining to the rights of the Property Employees after termination of their employment by Providence, including, without limitation, providing COBRA insurance coverage as required by law.

(c) Except as expressly set forth in this Agreement, Town shall not assume any liability, indebtedness, duty or obligation of Providence of any kind or nature whatsoever, and Providence shall pay, satisfy and perform all of the same.

8. Title.

(a) Providence covenants to convey to Town at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, “good and marketable fee simple title” shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined; and (ii) insurable by a title insurance company reasonably acceptable to Town, at then current standard rates under the standard form of ALTA owner’s policy of title insurance, with the standard or printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term “**Permitted Exceptions**” shall mean: (A) current city, state and county ad valorem taxes not yet due and payable; (B) easements for the installation or maintenance of public utilities serving only the Property; and (C) any other matters specified on **Exhibit “B”** attached hereto.

(b) Town shall have until the Due Diligence Date in which to examine title to the Property and in which to give Providence written notice of objections which render Providence’s title less than good and marketable fee simple title. Thereafter, Town shall have until the Closing Date in which to reexamine title to the Property and in which to give Providence written notice of any additional objections disclosed by such reexamination. Providence shall have until ten (10) days prior to the Closing Date in which to satisfy all objections specified in Town’s initial notice of title objections, or agree to satisfy any such objections that can only be satisfied at Closing, and until the Closing Date in which to satisfy all

objections specified in any subsequent notice by Town of title objections. If Providence fails to satisfy any such objections, then, at the option of Town, Town may: (i) terminate this Agreement subject to Section 15 of this Agreement, or (ii) upon consultation with Providence, satisfy the objections, after deducting from the Purchase Price the cost of satisfying objections which can be satisfied by the payment of money; or (iii) waive such satisfaction and performance and consummate the purchase and sale of the property or, (iv) extend the Closing Date for a period of up to ninety (90) days, during which time Providence shall cure such title objections; or (v) exercise such rights and remedies as may be provided for or allowed by law or in equity. In the event of an extension of the Closing Date by Town under clause (iv), above, and a subsequent failure of Providence to cure any such title objection, Town may then elect among the alternatives specified in clauses (i), (ii), (iii) and (iv), above.

9. **Survey.** Town shall have the right to cause an as-built survey of the Property to be prepared by a surveyor registered and licensed in the State of North Carolina and designated by Town, which survey shall depict such information as Town shall require. Upon completion of a plat of the survey, Town shall furnish Providence with a copy thereof. The survey shall be used as the basis for the preparation of the legal description to be included in the general warranty deed to be delivered by Providence to Town at Closing.

10. **Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) Providence shall deliver to Town the following documents and instruments, duly executed by or on behalf of Providence:

(i) a General Warranty Deed (“Deed”), in recordable form, in the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “C”**, conveying the Land and the Improvements;

(ii) an Assignment, in the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “D”**, transferring and assigning the Warranties;

(iii) a certificate, in form and substance satisfactory to the Town Attorney, to the effect that the representations and warranties of Providence in this Agreement are true and correct on and as of the Closing Date;

(iv) a quitclaim deed conveying all of Providence’s right, title and interest in and to the Property either, at Town’s option, in accordance with the legal description of the Land set forth on **Exhibit “A”** attached hereto, or in accordance with the legal description prepared from the survey of the Land to be obtained pursuant to this Agreement; and

(v) an affidavit and indemnity agreement in standard form regarding contractor’s and materialmen’s liens on the Property acceptable to Town’s title insurer.

(b) Providence shall deliver to Town the following items, if the same have not been theretofore delivered by Providence to Town:

(i) Evidence in form and substance reasonably satisfactory to Town that Providence has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Providence, the performance by Providence of all of Providence's duties and obligations under this Agreement, and the execution and delivery by Providence of all documents and other items to be executed and delivered to Town at Closing, have been accomplished;

(ii) A certificate from a licensed exterminating company addressed to and in favor of Town, dated within thirty (30) days prior to the Closing Date, certifying that there is no evidence of infestation by termites or any other insect or wood-destroying organism affecting the Improvements and no evidence of any damage caused by any existing or prior infestation, or, if such certificate indicates any such infestation or damage, then Providence shall, in the sole discretion of Town, either promptly correct and repair the same or pay to Town, by credit to Town at Closing, the cost of such correction and repair;

(iii) If required by Town, a letter from additional governmental authorities including Union County and the state of North Carolina, stating that there are no known violations of any zoning, building, fire or safety laws, codes, ordinances, or regulations in connection with the Property; and

(iv) To the extent the same are in the possession of Providence on the date of Providence's execution of this Agreement, or reasonably can be obtained by Providence prior to Closing, all prior surveys of the Land or any portion thereof and all plans and specifications for any of the Improvements.

(c) Town shall pay the remainder of the Purchase Price, after crediting the Earnest Money and making the adjustments and proration provided for in this Agreement, to Providence in accordance with the provisions of this Agreement.

(d) Town shall deliver to Providence at Closing a duly executed Fire Suppression Service Agreement committing Providence to provide fire protection to the Town, the form and substance of the agreement shall be substantially similar to the document attached hereto as **Exhibit "E"**.

11. **Costs of Closing.** Providence shall pay for the preparation of the Deed, state transfer stamps to be affixed to the Deed, and any other transfer taxes, all recording costs and other costs relating to any title clearance matters and Providence's attorneys' fees. Town shall pay all recording costs relating to the purchase by Town of the Property, the cost of any survey obtained pursuant to Section 9 hereof, the premium for any owner's policy of title insurance issued in favor of Town insuring Town's title to the Property and Town's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. **Warranties. Representations and Additional Covenants of Providence.** Providence represents, warrants and covenants to and with Town, knowing that Town is relying on each such representation, warranty and covenant, that:

(a) Providence is a 501 (c) (3) nonprofit corporation volunteer fire department that is duly organized and validly existing and in good standing under the laws of the State of North Carolina;

(b) Providence has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

(c) There are no actions, suits or proceedings pending or threatened against, by or affecting Providence which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Providence under this Agreement, in any court or before any governmental authority, domestic or foreign;

(d) The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Providence on the Closing Date, and the performance by Providence of Providence's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Providence is a party, any judicial order or judgment of any nature by which Providence is bound, and this Agreement, and the covenants and agreements of Providence under this Agreement, are the valid and binding obligations of Providence, enforceable in accordance with their terms;

(e) All action has been taken by Providence authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Providence of the documents and instruments to be executed and delivered by Providence on the Closing Date, and the performance by Providence of Providence's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement;

(f) Providence has "good and marketable fee simple title" as defined herein, to the Property, subject to the liens and security interests securing loans to Providence that will be paid in full, satisfied and canceled at Closing;

(g) On the Closing Date, either (A) there will be no indebtedness to any contractor, laborer, mechanic, materialman, architect, engineer or any other person for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property; or (B) will provide at Closing such assurances, and collateral therefor, as Town's title insurer requires to insure Town's title to the Property without exception therefor;

(h) There are no encroachments on the Land, and the Improvements are situated entirely within the boundaries of the Land and within applicable building lines;

(i) Providence will cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the

date hereof and the Closing Date, and will cause to be paid all expenses incurred in the use, occupancy and operation of the Property between the date hereof and the Closing Date;

(j) The Land is zoned in the zoning classification R-40 under the applicable zoning ordinance of the Town of Weddington;

(k) No portion of the Land is located within any Special Flood Hazard Area designated by the Federal Emergency Management Agency, or in any area similarly designated by any agency of any other governmental authority; no portion of the Land meets the definition of "wetlands" codified at 40 C.F.R. part 230.3(t), or has been similarly designated by any agency of any governmental authority; and no portion of the Land constitutes "wetlands" that have been filled, whether or not pursuant to appropriate permits;

(l) No portion of the Land is subject to any other classification, designation or preliminary determination of any agency of any federal, state or local government, or pursuant to any federal, state or local law, which would restrict the use, development, occupancy or operation of the Property, including, without limitation, any designation or classification as an archeological site, any classification or determination under the Endangered Species Act, or any designation as an historical site;

(m) The Property is not subject to any use, development or occupancy restrictions (except those imposed by applicable zoning and subdivision laws and regulations and the Existing Leases), special taxes and assessments or utility "tap-in" fees (except those generally applicable throughout the tax district in which the Property is located), or charges or restrictions, whether existing of record or arising by operation of law, unrecorded agreement, the passage of time or otherwise (other than the Permitted Exceptions);

(n) No portion of the Property is used or has ever been used for the storage, processing, treatment or disposal of Pollutants; the Improvements do not contain, nor have they ever contained, Pollutants; no Pollutants have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Property; there are no pending claims, administrative proceedings, judgments, declarations, or orders, whether actual or threatened, relating to the presence of Pollutants on, in or under the Property; the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of Pollutants; to the best of Providence's knowledge, no Pollutants have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent property; and there are no underground storage tanks located on or in the Property. As used in this Agreement, "Pollutants" means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any federal, state or local environmental or common law, regulation, ordinance or requirement, as may be amended, replaced or superseded;

(o) The Land constitutes either a previously subdivided lot in compliance with applicable subdivision regulations and similar governmental requirements, or was created in a manner not subject thereto; and no subdivision filing or approval or similar governmental filing or approval is required for the conveyance of the Property at Closing;

(p) The Property is not and has not been subject to any exemption from ad valorem taxes that will result in imposition of any tax or penalty upon the transfer of title at Closing or any change in use of the Property;

(q) The Property is not constructed, occupied, used or operated in violation of, and Providence has received no notice of any violation or potential violation of any, zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any city, county, state or other governmental authority having jurisdiction thereof, or any private restrictive covenants affecting the Property; and all certificates, licenses, permits, authorizations, consents and approvals required by any such governmental authority for the continued use, occupancy and operation of the Property have been obtained, are paid for, and are free of restrictions;

(r) There are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property; and, to the best of Providence's knowledge and belief, there are no existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land;

(s) All utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, telephone and cable television) are available on the Land through private easements or properly dedicated public easements in capacities sufficient to serve and operate the Property;

(t) Access to the Land from streets and roads adjoining the Land is not limited or restricted;

(u) The Improvements are in good order and repair, and in a good, safe, substantial condition, free from defects; all plumbing, heating, electrical and air conditioning systems and equipment and systems therein are in good order and repair and operating condition; the Improvements are constructed and completed strictly in compliance with accepted standards of good materials and workmanship, all electrical, plumbing, heating and air-conditioning and exterior drainage systems, in or on the Property are in good condition and working order; to the best of Providence's knowledge and belief, there is no termite or other pest infestation, dry-rot or similar damage affecting the Property; the Improvements are water-tight; and there is no subsidence or other soil condition that does or may in the future adversely affect the Property;

(v) Providence is not a party to any agreement of any kind which deals with wages, conditions of employment, benefits or other matters affecting the employer/employee relationship with any union, labor organization or employee group; there are no controversies pending or, to the actual knowledge of Providence, threatened, between Providence and any union, labor organization or employee group representing, or seeking to represent, any of its employees; there has been no attempt by any union, labor organization or employee group to organize any of Providence's employees at any time during the period of Providence's ownership of the Property or, to the actual knowledge of Providence, any time prior thereto; and Providence has complied in all material respects with all applicable governmental requirements relating to wages, hours, health and safety, payment of social security withholding and other

taxes, maintenance of workers' compensation insurance, labor and employment relations and employment discrimination;

(w) Between the date hereof and the Closing Date, Providence shall operate the Property in the ordinary course of business and shall maintain and repair the Property so that, on the Closing Date, the Property will be in the same condition as it now exists, natural wear and tear and loss by insured casualty alone excepted;

(x) Providence will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties or covenants to be untrue or unperformed on the Closing Date; and Providence will not cause or permit any action to be taken which will cause any of the conditions of Town's obligations set forth in Paragraph 12, below, to be unsatisfied or unperformed on or as of the Closing Date; and

(y) Providence will deliver on the Closing Date all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement.

Providence acknowledges and agrees that no examination or investigation of the Property or of the operation of the Property by or on behalf of Town prior to Closing shall in any way modify, affect or diminish Providence's obligations under the representations, warranties, covenants and agreements set forth in this Agreement.

13. **Conditions of Town's Obligations.** Town's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Town, in whole or in part, on or as of the Closing Date:

(a) Providence shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Providence before, on or as of the Closing Date;

(b) The representations and warranties of Providence in this Agreement (and the substantive facts contained in any representations and warranties limited to Providence's knowledge and belief) shall be true and correct, and certified by Providence to Town as such, on and as of the Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of the Closing Date; and

(c) Town shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by Town on or as of the Closing Date, Town shall have the right; at Town's option, either: (i) to terminate this Agreement subject to Section 15 below; or (ii) if such failure of condition constitutes a breach of representation or warranty by Providence, constitutes a failure by Providence to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Providence

under this Agreement, to exercise such rights and remedies as may be provided for in Section 15 of this Agreement.

14. **Possession at Closing.** Providence shall surrender possession of the Property to Town on the Closing Date subject to a lease agreement by between the Town and Providence (“Lease Agreement”). The Lease Agreement shall be substantially similar to the form lease attached hereto as **Exhibit “F”**.

15. **Termination and Remedies.**

(a) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Town under this Agreement, then following not less than ten (10) days prior written notice to Town and opportunity to cure, the Earnest Money shall serve as full liquidated damages for such default. Providence and Town acknowledge that Providence’s actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Providence’s and Town’s best estimate of such damages, and that Providence and Town believe such liquidated damages are a reasonable estimate of such damages. Providence and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town’s default and as compensation for Providence’s taking the Property off the market during the term of this Agreement. Such Liquidated Damages shall be the sole and exclusive remedy of Providence by reason of a default by Town under this Agreement, and Providence hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that Providence’s actual damages exceed the Liquidated Damages which is herein provided.

(b) If (i) any representation or warranty of Providence set forth in this Agreement shall prove to be untrue or incorrect in any respect, or (ii) Providence shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Providence, or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Providence under this Agreement (the matters described in the foregoing clauses (i), (ii) and (iii) are herein sometimes collectively called “Providence Defaults”), the Town may exercise such rights and remedies as may be provided for in this Agreement or as may be provided for or allowed by law or in equity. Providence hereby acknowledges that Town’s remedies in the event of the occurrence of any of the Providence Defaults shall specifically include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from Providence in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Town in connection with its execution of and entry into this Agreement and its proposed acquisition of the Property, including, without limitation, (A) attorney’s fees and disbursements in connection with the negotiation and execution of this Agreement, the examination of title to the Property, and any other legal matter undertaken by Town pertaining to the Property and (B) any examinations, investigations, tests and inspections, undertaken by Town with respect to the Property.

(c) In the event the Closing is not consummated due to (i) one or more Providence Defaults, or (ii) any environmental conditions that cannot be remedied to the satisfaction of the Town, the Town shall recognize that Providence has begun to perform under this Agreement by obtaining the Construction Loan. Further, the Town recognizes that the Renovations will benefit the Town and its residents by improving fire services in the Town and that Providence has relied to its detriment on the Town's intent to acquire the Property by incurring debt that it cannot service without the assistance of the Town. Therefore, should the Town not close on the Property for the above stated reasons, the Town will recognize the Construction Loan as an obligation of the Town and will develop a plan to service all or a portion of the outstanding debt notwithstanding its failure to obtain a fee simple interest in the Property.

16. **Indemnification.** Providence shall, and does hereby, indemnify, defend and hold Town harmless from, against and in respect of: (i) physical injury to or the death of persons or damage to property occurring prior to and including the Closing Date (x) on or in the Property, or (y) in any manner arising out of, by reason of or in connection with the use, occupancy or operation of the Property; (ii) any matter arising out of, by reason of or with respect to the ownership or operation of the Property prior to and including the Closing Date; (iii) any breach by Providence of any representation or warranty under this Agreement; (iv) any and all actions, causes of action, suits, claims, demands, judgments, liens, proceedings and investigations (or any appeal thereof or relative thereto or other review thereof), of any kind or nature whatsoever, arising out of, by reason of, as a result of or in connection with any of the matters covered by the immediately preceding clauses (i), (ii) or (iii); and (iv) any and all liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, suffered, incurred or sustained by Town on account of, by reason of, as a result of or in connection with any of the matters covered by the immediately preceding clauses (i), (ii) (iii) or (iv).

17. **Risk of Loss and Insurance.** Between the date of this Agreement and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Providence. In the event of the damage or destruction of any portion of the Property prior to Closing, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence prior to Closing, all rights and obligations of Providence and Town under this Agreement shall expire, and this Agreement shall become null and void. If Town does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any insurance proceeds received by Providence prior to Closing by reason of such damage or destruction and by the amount of any deductible applicable to the policy of insurance, and, at Closing, Providence shall assign to Town all insurance proceeds to be paid or to become payable after Closing by reason of such damage or destruction.

18. **Condemnation.** In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Town shall have the right, at Town's option, to terminate this Agreement by giving written notice thereof to Providence prior to Closing, in which event the Earnest Money shall be refunded to Town immediately upon request, all rights and

obligations of Providence and Town under this Agreement shall expire, and this Agreement shall become null and void. If Town does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received by Providence prior to Closing with respect to any taking, and, at Closing, Providence shall assign to Town all rights of Providence in and to any awards or other proceeds to be paid or to become payable after Closing by reason of any taking. Providence shall notify Town of eminent domain proceedings within five (5) days after Providence learns thereof.

19. **Broker and Commission.** All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Providence and Town without the intervention of any person or other party as agent or broker. Providence and Town warrant and represent to each other that neither party has entered into any agreement or arrangement and has not received services from any broker or broker's employees or independent contractors, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications.

20. **Further Assurances: Survival.** At Closing, and from time to time thereafter, Providence shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Town, Town's counselor Town's title insurer may reasonably require fully to vest in and assure to Town full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including, without limitation, the representations, covenants and warranties of Providence as set forth in this Agreement), shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed to Town and the payment of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, the indemnification provisions of Paragraph 17 of this Agreement shall survive any termination of this Agreement.

21. **General Provisions.**

(a) **Notices.** All notices under this Agreement must be in writing and shall be deemed validly given if sent by facsimile; certified mail, return receipt requested; or by a national overnight delivery service, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

Providence Volunteer Fire
Department:

5025 Hembly Road
Weddington, NC 28104

Attention: Chief or President
Facsimile: 704-846-0378

Town of Weddington:

1924 Weddington Road
Weddington, NC 28104

Facsimile: 704-844-6372

with a copy to:

Parker Poe Adams & Bernstein LLP
c/o Anthony A. Fox, Esq.
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202
anthonyfox@parkerpoe.com
Facsimile: 704-935-9565

Such notices shall be deemed received on receipt on confirmation of receipt of transmission if sent by facsimile; three days after the postmark if sent via certified mail; or the next day which is not a Saturday, Sunday, or legal holiday if sent via overnight delivery service.

(b) **Facsimile as Writing.** The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be “written” and a “writing” for all purposes of this Agreement.

(c) **Assignment; Parties.** This Agreement may be assigned by Town, in whole or in part, and any such assignment shall relieve Town of liability for the performance of Town’s duties and obligations under this Agreement to the extent of such assignment. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Town and Providence and their respective legal representatives, successors and assigns.

(d) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(e) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(f) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(g) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be

thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(i) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(j) **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(k) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date" shall be deemed to refer to the later of the date of Town's or Providence's execution of this Agreement, as indicated below their executions hereon.

(l) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the North Carolina.

(m) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Providence and Town with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Providence and Town with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Providence and Town.

(n) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(o) **Attorney's Fees.** In the event of any litigation between Town and Providence arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

(p) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to

execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(q) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(r) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the parties' have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

PROVIDENCE VOLUNTEER FIRE DEPARTMENT

By: Jack E. Parulis, Jr.
Print Name: JACK E. PARULS, JR.
Title: PRESIDENT
Date: 10-28-2013

TOWN OF WEDDINGTON,
a North Carolina municipal corporation

By: Daniel B. Barry
Print Name: Daniel B. Barry
Title: Mayor Pro-Tem
Date: 10-28-2013

Exhibit "A"

[Legal Description of "Land" to be attached]

Exhibit "B"

["Permitted Exceptions" to be attached]

Exhibit "C"

[Form General Warranty Deed to be attached]

Exhibit “D”

[Form of Assignment, if necessary, to be attached]

Exhibit "E"

NORTH CAROLINA

UNION COUNTY

FIRE SUPPRESSION AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of October, 2013, for the term of ten (10) years, between the Town of Weddington, a duly incorporated municipality under the laws of the State of North Carolina (hereinafter referred to as "Town"), and the Providence Volunteer Fire Department, Inc., a duly organized rural fire department under the laws of the State of North Carolina (hereinafter referred to as "Department").

WHEREAS, the Town desires to provide fire protection to its citizens through the resources of the Department, and

WHEREAS, the Department has undertaken the renovation and improvements of its 8,329 square foot and 1500 square foot volunteer fire station buildings located on its 1.259 acres ("the Property") and has incurred certain debt to effect the renovations and improvements; and

WHEREAS, the Town intends to participate in funding the renovations and improvements of the Property and the Department intends to sell and convey all rights and interests in the Property to the Town as security for its participation; and

WHEREAS, the Town desires to insure the stability of the Department through this Agreement; and

WHEREAS, the Department has the ability to provide fire protection to the citizens of the Town and agrees to provide fire protection and fire suppression services throughout the incorporated limits of the Town and its fire district.

NOW THEREFORE, the Town and the Department hereby agree for the Department to provide fire protection and fire suppression services for the Town in accordance to the following terms and conditions.

1. **SERVICE RESPONSIBILITY-FIRE SUPPRESSION**. Throughout the term of this Agreement, the Department, its units and personnel shall be routinely dispatched by the Union County Communications Center to all structure related fire emergencies in the Town as defined by the Office of the State Fire Marshall. In addition the Department shall be dispatched to all non-structure related fire emergencies within its defined primary territory.

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

The Department shall be responsible for equipping and training its firefighters in a manner consistent with all current and future regulations of the North Carolina Department of Insurance.

The Department shall provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by Agreement. The Department shall maintain an insurance protection rating of at least a six (6) for all properties within the Town provided the property is that within five (5) miles of the Department's current location at 5025 Hemby Road, as determined by the Office of the State Fire Marshal. Any property that lies outside the five (5) miles of the Department's current location will fall under the jurisdiction of the contracted neighboring fire departments. Should the Department move to a lesser rating than a six (6), the Department will develop a plan (within 90 days) to return to a rating of a six (6) or better with the Office of the State Fire Marshal.

2. **SERVICE RESPONSIBILITY - EMERGENCY MEDICAL.** Generally, the Town does not provide emergency medical services, this being a function of Union County. However, as a result of this Agreement and through the Department and other fire departments under contract, the Town is the first responder for emergency medical services. Further, the Department shall provide to Town residents within its assigned primary territory whatever emergency medical services the Department currently provides or may provide in the future on its own initiative or by agreement with the Town or Union County.
3. **COMPENSATION.** During the first fiscal year of this Agreement, the Town shall compensate the Department in the amount of \$48,318.75 per month to be paid on or before the 15th day of each month for the services provided under this Agreement. For each following fiscal year of this Agreement, the Town shall compensate the Department an amount to be established during the Town's annual budget process. The Department agrees to submit its budget request to the Town in April of the preceding fiscal year. The Town shall notify the Department of its recommended funding of the Department at least 30 days before the Town's public hearing on the budget. The Department's actual budgeted amount shall be set in the Town's annual budget adopted on or before June 30th.

All funds remitted by the Town to the Department shall be used exclusively for the provision of services under this Agreement. The Department shall be solely responsible for paying its expenses. The Department shall follow standard budgeting procedures and shall ensure that appropriate checks and balances exist in the maintenance of Department funds. The compensation is subject to adjustment on an annual basis during the Town's and the Department's normal budgeting cycle.

Annually, at the expense of the Town, the Department shall have a financial audit conducted of its revenues and expenditures for the previous fiscal year and shall provide the Town with a certified copy of the financial audit. The annual financial audit shall be performed by a certified public accountant.

4. **MAINTENANCE.** The Department shall be responsible for continuing its customary maintenance activities. All vehicles, materials, supplies, and equipment shall be the sole responsibility of the Department and shall be maintained and in good operating condition at all times.
5. **ASSUMPTION OF RESPONSIBILITY-INDEMNIFICATION.** To the extent allowed by North Carolina law, in the event that the Town, its elected officials, officers, directors, employees, or agents are made parties to any judicial or administrative proceedings or are found liable for acts arising in whole or in part out of the negligent performance by the Department and/or its agents of any of its obligations under this Agreement, then the Department shall indemnify and hold harmless the Town, its elected officials, officers, directors, employees or agents from any and all judgments, settlements, and costs (including attorney's fees). Further, the Department shall assume all responsibility and liability for any injuries to persons and property, including death, arising out of the performance of this Agreement. The indemnification provided for by this section shall survive termination of this Agreement.
6. **MODIFICATIONS.** The Town and the Department agree that this Agreement may be amended or modified from time to time; provided such amendments or modifications are in writing and signed by the parties hereto. Further, the Department agrees that the provision of fire services during the term of this Agreement is unpredictable and ever-changing and therefore agrees that any request for a Council-initiated change in the delivery of fire services by the Town shall not be unreasonably withheld, provided the Town agrees to cover the Department's incremental costs associated with the Town's request.
7. **LIABILITY COVERAGE.** During the term of this Agreement, the Department shall maintain comprehensive general liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, to include an endorsement for contractual liability assumed under the indemnity provisions of this agreement. The Town shall be named as additional insured on such policy. For each owned, non-owned, or hired vehicle used by the Department in the performance of its duties pursuant to this agreement, the Department shall also maintain automobile liability insurance with limits of liability not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Department shall maintain Workers Compensation on all firemen in the statutory amount. The department shall provide to the Town and maintain current certificates of insurance indicating that the required coverage is in effect.
8. **TERM(S)/RENEWAL/TERMINATION.** This Agreement shall commence on the date this Agreement is signed and shall be in effect for a period of ten (10) years from said commencement date ("Term"). This Agreement shall expire at the end of the Term ("Expiration Date"). The Town and Department agree that the Term may be extended for one additional five (5) year period provided the Department gives written notice of its intent to extend the Agreement at least six (6) months before the Expiration Date. The Department shall provide the Town with the certificates of insurance evidencing continuous coverage during the term of this Agreement at the levels of insurance

described above and shall require that thirty (30) days written notice of any cancellation be given to the Town by the insuring company.

The Town and Department mutually covenant and agree that this Agreement for fire service may be terminated only for cause or upon the mutual agreement of the parties. Cause shall include the failure of either party to perform the material provisions of this Agreement and shall include, but not be limited to, the failure to meet the required service levels and transparency requirements of the Agreement.

If this Agreement is terminated by the Town for a reason other than cause or mutual agreement of the parties, the Department shall be entitled to \$ 750,000 as liquidated damages. The Department and Town acknowledge that the Department's actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent Department's and Town's best estimate of such damages, and that the Department and Town believe such liquidated damages are a reasonable estimate of such damages. The Department and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town's default and as compensation for the Department's transfer of title to its property to the Town. Such liquidated damages shall be the sole and exclusive remedy of the Department by reason of a default by Town under this Agreement, and the Department hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that the Department's actual damages exceed the amount which is herein provided the department as full liquidated damages.

If the Department shall terminate this Agreement for a reason other than cause or mutual agreement of the parties, the Town may exercise such rights and remedies as may be provided for or allowed by law or in equity. The Department hereby acknowledges that Town's remedies include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from the Department in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Town, including, without limitation, reasonable attorney's fees.

Upon termination of this Agreement by either the Town or the Department, the Department shall deliver to the Town all records, information and Town-owned real property in the possession of the Department relating to the services performed.

Termination of this Agreement shall not relieve the Town of its obligation to pay to the Department monies due and unpaid, if any, at the time of termination or cancellation.

9. **GENERAL PROVISIONS.**

The Recitals are incorporated herein by reference and constitute part of this Agreement.

The parties agree that this Agreement shall in all respects and in all instances be governed by, enforced and construed in accordance with the internal laws (and not the laws of conflicts) of the State of North Carolina. Any dispute arising out of or relating to this Agreement must be heard by a state or federal court sitting in North Carolina, and both

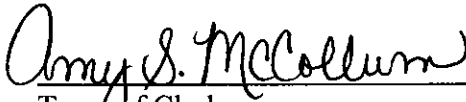
the Town and the Department hereby submit and consent to the personal jurisdiction of such courts.

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

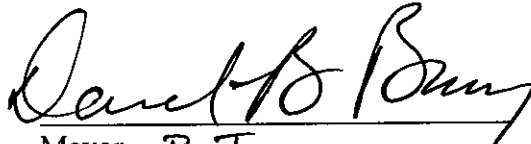
No modification, termination or attempted waiver of this Agreement, or any provision hereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

10. **IN WITNESS WHEREOF** Each party has caused this Agreement to be executed by its duly authorized officials as of the day and year afore agreed upon.

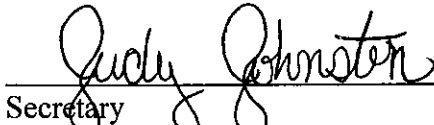
Attest:


Town of Clerk

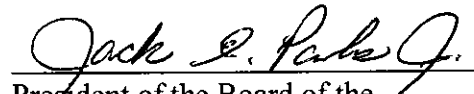
By:


Mayor - Pro Tem

Attest:


Secretary

By:


President of the Board of the
Department

Seal

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

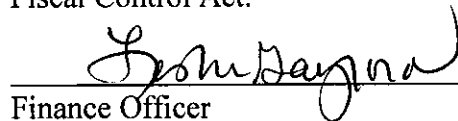
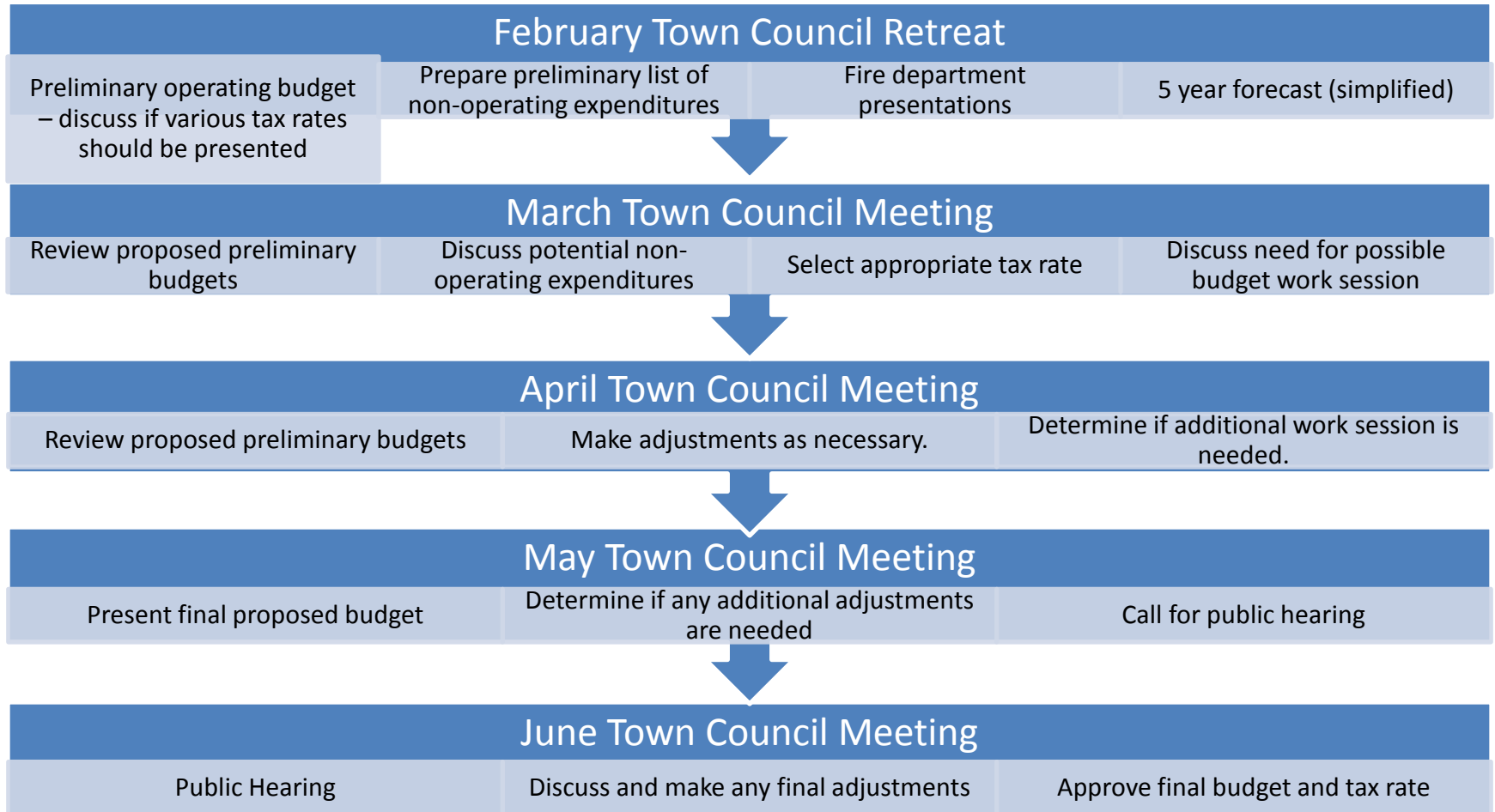

Finance Officer

Exhibit "F"

[Form of Lease Agreement to be attached]

FY2015 Budget Preparation Timeline



TOWN OF WEDDINGTON
 5 YEAR PROJECTIONS (BASED ON ESTIMATES AS OF 1/31/14)
 FY2014-2019

	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019
ESTIMATED TOTAL APPRAISED VALUE	\$ 1,941,593,590	\$ 1,969,593,590	\$ 1,998,793,590	\$ 2,029,193,590	\$ 2,060,793,590	\$ 2,093,593,590
REVENUE						
AD VALOREM	1,059,979	1,055,239	1,076,510	1,087,743	1,109,025	1,126,668
STATE COLLECTED	691,365	690,326	700,681	711,191	721,859	732,687
ZONING & SUBDIVISION	91,668	55,000	70,000	55,000	35,000	20,000
OTHER	11,855	9,000	9,000	9,000	9,000	9,000
TOTAL ESTIMATED REVENUE	1,854,867	1,809,565	1,856,191	1,862,934	1,874,883	1,888,355
EXPENDITURES						
FIRE	1,567,476	758,625	781,324	804,702	828,781	1,353,581
POLICE	242,888	252,364	258,818	269,171	279,938	291,135
ATTORNEY	128,739	120,000	94,500	96,863	99,284	101,766
ADMIN	516,181	506,488	522,549	523,806	541,148	541,817
REPAIRS & MAINTENANCE	140,818	121,495	135,415	176,002	145,262	140,202
TOTAL ESTIMATED EXPENDITURES	2,596,102	1,758,972	1,792,606	1,870,544	1,894,412	2,428,501
NET REVENUES OVER (UNDER) EXPENDITURES	\$ (741,235)	\$ 50,593	\$ 63,585	\$ (7,610)	\$ (19,528)	\$ (540,146)
RESTRICTED FUND BALANCE @ END OF YEAR	\$49,989	\$49,989	\$49,989	\$49,989	\$49,989	\$49,989
ASSIGNED FUND BALANCE						
LIBRARY	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
REA ROAD	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
CAPITAL PROJECTS	\$236,000	\$354,000	\$472,000	\$544,000	\$661,000	\$278,000
ASSIGNED FUND BALANCE @ END OF YEAR	\$686,000	\$804,000	\$922,000	\$994,000	\$1,111,000	\$728,000
UNASSIGNED FUND BALANCE @ END OF YEAR	\$ 984,362	\$ 916,955	\$ 862,540	\$ 782,930	\$ 646,402	\$ 489,256
TOTAL FUND BALANCE @ END OF YEAR	\$1,720,351	\$1,770,944	\$1,834,529	\$1,826,919	\$1,807,391	\$1,267,245
MINIMUM FUND BALANCE PER TOWN POLICY (50% of budgeted expenditures)	\$893,626	\$879,486	\$896,303	\$935,272	\$947,206	\$964,251
MINIMUM ASSIGNED FUND BALANCE PER TOWN POLICY	\$446,813	\$439,743	\$448,151	\$467,636	\$473,603	\$482,125

MAJOR ASSUMPTIONS

APPRAISED VALUE

FY2014 -- 70 certificates of compliance with 4% growth each year thereafter (approximately 2/3 of currently permitted lots to be completed within the 5 yr forecast)
 Home values estimated at \$400,000 per home
 No revaluation

TOTAL REVENUE

No revaluation or change in tax rate
 State collected revenues forecast at 1.5% growth per year

TOTAL EXPENDITURES

Fire estimated at 3% growth per year; police protection estimated at 4% growth per year
 \$500,000 fire capital outlay projected for FY2019
 Professional fees forecast at 2.5% per year
 Equipment and grounds maintenance & repair estimated at 4% growth per year
 Salaries/benefits/payroll taxes forecasted at 3% increase per year

2012-2013 2013-2014 2014-2015 2015-2016 2016-2017

Assessed Value*Less Exemptions	1,886,870,742	\$ 1,941,593,590	\$ 1,969,593,590	\$ 1,998,793,590	\$ 2,029,193,590
Tax Revenue	961,549	\$ 980,000	\$ 990,000	\$ 1,010,000	\$ 1,020,000
New Permits		70	73	76	79

Assumptions

Home Value \$400K

4% Permit Increase Per Year

(totals approx 62% of total lots currently permitted)

**TOWN OF WEDDINGTON
PRELIMINARY BUDGET
FY2014**

	ACTUAL AS OF <u>1/31/2012</u>	PROJECTED FY2013 AS OF <u>1/31/2012</u>
 balance has changed		
REVENUE:		
10-3101-110 AD VALOREM TAX - CURRENT	919,580.15	969,394.15
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	2,204.51	4,405.78
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	899.30	2,631.66
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	23,473.77	50,473.77
10-3115-180 TAX INTEREST	318.27	2,250.00
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	62,254.19	157,754.19
10-3322-220 BEER & WINE TAX		42,500.00
10-3324-220 UTILITY FRANCHISE TAX	209,600.30	394,220.30
10-3340-400 ZONING & PERMIT FEES	10,905.00	15,000.00
10-3350-400 SUBDIVISION FEES	25,800.00	50,000.00
10-3830-891 MISCELLANEOUS REVENUES	752.00	1,500.00
10-3831-491 INVESTMENT INCOME	<u>6,280.28</u>	<u>13,012.02</u>
TOTAL REVENUE	1,262,067.77	1,703,141.86
GENERAL GOVERNMENT EXPENDITURE:		
10-4110-126 FIRE DEPT SUBSIDIES	419,300.00	720,000.00
10-4110-127 FIRE DEPT CAPITAL		36,000.00
10-4110-128 POLICE PROTECTION	116,080.50	233,000.00
10-4110-192 ATTORNEY FEES	30,522.32	101,000.32
10-4110-195 ELECTION EXPENSE	1,899.50	2,000.00
10-4110-340 EVENTS & PUBLICATIONS	3,583.55	11,083.55
10-4110-495 OUTSIDE AGENCY FUNDING	<u>0.00</u>	<u>3,000.00</u>
TOTAL GENERAL GOVT EXPENDITURE	571,385.87	1,106,083.87
ADMINISTRATIVE EXPENDITURE:		
10-4120-121 SALARIES - CLERK	40,638.95	69,666.77
10-4120-123 SALARIES - TAX COLLECTOR	19,624.49	34,624.49
10-4120-124 SALARIES - FINANCE OFFICER	3,563.64	8,579.64
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	12,250.00	21,000.00
10-4120-181 FICA EXPENSE	6,096.25	13,058.17
10-4120-182 EMPLOYEE RETIREMENT	8,888.87	15,643.69
10-4120-183 EMPLOYEE INSURANCE	10,395.00	17,820.00
10-4120-184 EMPLOYEE LIFE INSURANCE	200.76	344.16
10-4120-185 EMPLOYEE S-T DISABILITY	156.00	267.43
CONTINGENCY		
10-4120-191 AUDIT FEES		8,000.00
10-4120-193 CONTRACT LABOR	2,243.75	5,000.00
10-4120-200 OFFICE SUPPLIES - ADMIN	4,289.02	10,000.00
10-4120-210 PLANNING CONFERENCE		1,000.00
10-4120-321 TELEPHONE - ADMIN	1,516.07	3,032.14
10-4120-325 POSTAGE - ADMIN	1,825.75	3,742.79
10-4120-331 UTILITIES - ADMIN	1,731.31	3,462.62
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	30,341.06	35,000.00
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	24,337.83	51,337.83

10-4120-354	REPAIRS & MAINTENANCE - GROUNDS REPAIRS & MAINTENANCE (BLDG/SIDEWALK)	16,216.00	35,432.00
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	750.00	1,050.00
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	2,500.00	5,500.00
10-4120-370	ADVERTISING - ADMIN	372.95	1,000.00
10-4120-397	TAX LISTING & TAX COLLECTION FEES	818.66	1,000.00
10-4120-400	ADMINISTRATIVE:TRAINING	1,020.00	4,000.00
10-4120-410	ADMINISTRATIVE:TRAVEL	2,163.15	6,000.00
10-4120-450	INSURANCE	10,091.35	11,500.00
10-4120-491	DUES & SUBSCRIPTIONS	12,077.00	19,577.00
10-4120-498	GIFTS & AWARDS	341.19	1,500.00
10-4120-499	MISCELLANEOUS	1,014.32	3,500.00
	TOTAL ADMINISTRATIVE EXPENDITURE	<u>215,463.37</u>	<u>391,638.73</u>

PLANNING & ZONING EXPENDITURE:

10-4130-121	SALARIES - ZONING ADMINISTRATOR	36,544.29	62,647.35
10-4130-122	SALARIES - ASST ZONING ADMINISTRATR	772.67	1,324.58
10-4130-123	SALARIES - RECEPTIONIST	11,374.12	19,498.49
10-4130-124	SALARIES - PLANNING BOARD	9,550.00	16,371.43
10-4130-125	SALARIES - SIGN REMOVAL	2,903.59	4,977.58
10-4130-181	FICA EXPENSE - P&Z	4,677.50	11,010.70
10-4130-182	EMPLOYEE RETIREMENT - P&Z	7,076.34	11,911.15
10-4130-183	EMPLOYEE INSURANCE	11,295.00	19,362.86
10-4130-184	EMPLOYEE LIFE INSURANCE	157.92	270.72
10-4130-185	EMPLOYEE S-T DISABILITY SALARY ADJUSTMENTS	60.00	102.86
10-4130-193	CONSULTING	3,641.25	12,500.00
10-4130-194	CONSULTING - COG	900.00	5,000.00
10-4130-200	OFFICE SUPPLIES - PLANNING & ZONING	1,781.86	7,500.00
10-4130-201	ZONING SPECIFIC OFFICE SUPPLIES		
10-4130-215	HISTORIC PRESERVATION		
10-4130-220	TRANSPORTATION & IMPROVEMENTS		9,000.00
10-4130-321	TELEPHONE - PLANNING & ZONING	1,516.13	3,032.26
10-4130-325	POSTAGE - PLANNING & ZONING	1,723.51	3,447.02
10-4130-331	UTILITIES - PLANNING & ZONING	1,731.31	3,462.62
10-4130-370	ADVERTISING - PLANNING & ZONING	260.41	750.00
	TOTAL PLANNING & ZONING EXPENDITURE	<u>95,965.90</u>	<u>192,169.62</u>

TOTAL EXPENDITURES	<u>882,815.14</u>	<u>1,689,892.21</u>
NET REVENUES/(EXPENDITURES)	<u><u>379,252.63</u></u>	<u><u>13,249.65</u></u>

APPROPRIATION FROM FUND BALANCE

1 cent tax = approximately \$185,000.00

FY 2013 BUDGET	FY 2013 PROPOSED AMENDED BUDGET	\$0.052 Tax reval - no change			
		FY 2014 PROJECTED	FY2015 PROJECTED	FY2016 PROJECTED	FY2017 PROJECTED
960,000.00	965,000.00	984,353	990,000	1,010,000	1,020,000
7,000.00	4,250.00	7,662	7,000	7,146	7,254
2,000.00	2,500.00	4,012	2,000	2,000	2,000
57,000.00	50,000.00	61,702	54,000	55,080	56,182
2,250.00	2,250.00	2,250	2,239	2,284	2,307
157,700.00	157,700.00	253,039	252,000	255,780	259,617
48,750.00	42,500.00	38,750	38,750	39,331	39,921
450,000.00	400,000.00	399,576	399,576	405,570	411,653
10,000.00	15,000.00	31,668	25,000	30,000	25,000
62,250.00	50,000.00	60,000	30,000	40,000	30,000
1,500.00	1,500.00	2,925	1,500	1,500	1,500
17,500.00	13,000.00	8,930	7,500	7,500	7,500
<u>1,775,950.00</u>	<u>1,703,700.00</u>	<u>1,854,867</u>	<u>1,809,565</u>	<u>1,856,191</u>	<u>1,862,934</u>
720,000.00	720,000.00	752,625	752,625	775,204	798,460
56,000.00	36,000.00	814,851	6,000	6,120	6,242
233,000.00	233,000.00	242,888	252,364	258,818	269,171
110,275.00	101,500.00	128,739	120,000	94,500	96,863
2,000.00	2,000.00	8,173	2,500	10,000	2,500
13,500.00	12,000.00	13,200	12,750	15,000	15,000
3,000.00	3,000.00	3,600	3,750	3,900	4,056
<u>1,137,775.00</u>	<u>1,107,500.00</u>	<u>1,964,076</u>	<u>1,149,989</u>	<u>1,163,542</u>	<u>1,192,292</u>
69,475.00	70,000.00	72,546	73,000	75,189	77,445
41,000.00	37,000.00	39,545	44,125	45,449	46,812
10,850.00	9,260.00	12,263	11,350	11,691	12,042
21,000.00	21,000.00	23,450	23,450	23,450	23,450
11,000.00	13,000.00	11,824	11,860	12,216	12,582
18,500.00	16,000.00	16,814	17,625	18,154	18,698
18,500.00	18,000.00	21,156	22,225	23,336	24,503
350.00	350.00	358	375	400	425
325.00	325.00	288	325	350	350
8,900.00	8,000.00	8,000	8,500	8,713	8,930
5,000.00	4,500.00	5,000	5,000	5,000	5,000
11,125.00	11,125.00	21,485	20,000	11,125	11,125
2,500.00	1,000.00	1,850	1,000	1,500	1,500
4,500.00	3,500.00	3,102	4,000	4,000	4,000
4,200.00	4,000.00	3,389	4,200	4,200	4,200
4,725.00	3,750.00	3,561	4,725	4,725	4,725
35,000.00	35,000.00	29,042	10,000	10,000	10,000
51,000.00	51,000.00	53,356	56,290	58,542	60,884

36,000.00	36,000.00	52,260	47,955	59,623	51,868
					46,000
750.00	1,000.00	860	1,000	1,000	1,000
5,750.00	5,750.00	5,300	6,250	6,250	6,250
1,000.00	1,000.00	1,000	1,000	1,000	1,000
1,000.00	1,000.00	1,000	1,000	1,000	1,000
4,100.00	4,100.00	4,000	4,100	4,500	4,500
6,500.00	6,500.00	6,000	6,500	6,500	6,500
20,000.00	11,500.00	11,500	12,000	12,480	12,979
18,000.00	20,000.00	20,000	19,960	20,758	21,589
1,500.00	1,500.00	1,500	1,500	1,500	1,500
3,500.00	3,500.00	3,500	3,500	3,500	3,500
<u>416,050.00</u>	<u>398,660.00</u>	<u>433,949</u>	<u>422,815</u>	<u>436,151</u>	<u>484,358</u>
62,000.00	63,000.00	59,697	63,000	64,890	64,890
2,500.00	2,500.00	3,226	2,000	2,000	2,000
22,910.00	21,000.00	19,616	22,468	23,142	23,836
17,500.00	17,000.00	16,371	17,500	17,500	17,500
4,500.00	5,000.00	5,080	5,000	5,000	5,000
8,500.00	11,000.00	8,319	9,000	9,003	9,261
13,000.00	12,000.00	11,897	12,000	12,000	12,000
19,500.00	19,500.00	21,770	22,225	22,225	22,225
325.00	325.00	278	300	325	325
215.00	215.00	132	250	215	215
				4,689	4,718
15,000.00	12,500.00	12,500	7,500	5,000	5,000
10,000.00	5,000.00	2,400	3,000	5,000	5,000
5,000.00	5,000.00	7,099	5,000	5,000	5,000
2,500.00	2,500.00	9,000	2,500	2,500	2,500
500.00	0.00	840	500	500	500
23,750.00	9,000.00	9,000	-	-	-
4,500.00	3,500.00	3,102	4,000	4,000	4,000
4,200.00	4,000.00	3,389	4,200	4,200	4,200
4,725.00	3,750.00	3,611	4,725	4,725	4,725
1,000.00	750.00	750	1,000	1,000	1,000
<u>222,125.00</u>	<u>197,540.00</u>	<u>198,077</u>	<u>186,168</u>	<u>192,913</u>	<u>193,894</u>
<u>1,775,950.00</u>	<u>1,703,700.00</u>	<u>2,596,102</u>	<u>1,758,972</u>	<u>1,792,606</u>	<u>1,870,544</u>
<u>0.00</u>	<u>0.00</u>	<u>(741,235)</u>	<u>50,593</u>	<u>63,585</u>	<u>(7,610)</u>

FY2018 PROJECTED	FY2019 PROJECTED	FY2020 PROJECTED	FY2021 PROJECTED	FY2022 PROJECTED	FY2023 PROJECTED	reval - 10% incr FY2024 PROJECTED
1,040,000	1,056,630	1,072,479	1,088,567	1,104,895	1,121,469	1,250,437
7,367	7,485	7,597	7,711	7,826	7,944	8,063
2,000	2,000	2,000	2,000	2,000	2,000	2,000
57,305	58,165	59,037	59,923	60,822	61,734	62,660
2,352	2,389	2,425	2,461	2,498	2,535	2,825
263,511	267,464	271,476	275,548	279,681	283,876	288,134
40,520	41,128	41,745	42,371	43,006	43,652	44,306
417,828	424,095	430,457	436,914	443,467	450,119	456,871
20,000	10,000	10,000	7,500	7,500	5,000	5,000
15,000	10,000	5,000	5,000	5,000	5,000	5,000
1,500	1,500	1,500	1,500	1,500	1,500	1,500
7,500	7,500	7,500	7,500	7,500	7,500	7,500
1,874,883	1,888,355	1,911,216	1,936,994	1,965,696	1,992,329	2,134,297
822,414	847,086	872,499	898,674	925,634	953,403	982,005
6,367	506,495	6,624	6,757	6,892	7,030	7,171
279,938	291,135	302,781	314,892	327,487	340,587	354,210
99,284	101,766	104,310	106,918	109,591	112,331	115,139
11,000	2,500	11,000	2,500	11,000	2,500	11,000
15,000	15,000	15,000	15,000	15,000	15,000	15,000
4,218	4,387	4,562	4,745	4,935	5,132	5,337
1,238,221	1,768,369	1,316,776	1,349,485	1,400,539	1,435,983	1,489,862
79,769	82,162	84,626	87,165	89,780	92,474	95,248
48,217	49,663	51,153	52,688	54,268	55,896	57,573
12,403	12,775	13,158	13,553	13,960	14,378	14,810
23,450	23,450	23,450	23,450	23,450	23,450	23,450
12,960	13,349	13,749	14,161	14,586	15,024	15,475
19,259	19,837	20,432	21,045	21,677	22,327	22,997
25,728	27,015	28,365	29,784	31,273	32,836	34,478
450	475	500	525	550	575	600
350	375	375	375	400	400	400
9,154	9,382	9,617	9,857	10,104	10,356	10,615
5,000	5,000	5,000	5,000	5,000	5,000	5,000
11,125	11,125	11,125	11,125	11,125	11,125	11,125
1,500	1,500	1,500	1,500	1,500	1,500	1,500
4,000	4,000	4,000	4,000	4,000	4,000	4,000
4,200	4,200	4,200	4,200	4,200	4,200	4,200
4,725	4,725	4,725	4,725	4,725	4,725	4,725
10,000	10,000	40,000	10,000	10,000	40,000	10,000
63,319	65,852	68,486	71,225	74,074	77,037	80,119

63,693	56,101	68,095	60,678	72,856	65,630	78,005
1,000	1,000	1,000	46,000	1,000	1,000	1,000
1,000	1,000	1,000	1,000	1,000	1,000	1,000
6,250	6,250	6,250	6,250	6,250	6,250	6,250
1,000	1,000	1,000	1,000	1,000	1,000	1,000
1,000	1,000	1,000	1,000	1,000	1,000	1,000
4,500	4,500	4,500	4,500	4,500	4,500	4,500
6,500	6,500	6,500	6,500	6,500	6,500	6,500
13,498	14,038	14,600	15,184	15,791	16,423	17,080
22,452	23,350	24,284	25,256	26,266	27,317	28,409
1,500	1,500	1,500	1,500	1,500	1,500	1,500
3,500	3,500	3,500	3,500	3,500	3,500	3,500
<u>461,501</u>	<u>464,623</u>	<u>517,691</u>	<u>536,747</u>	<u>515,834</u>	<u>550,923</u>	<u>546,058</u>
64,890	64,890	64,890	64,890	64,890	64,890	64,890
2,000	2,000	2,000	2,000	2,000	2,000	2,000
24,551	25,287	26,046	26,827	27,632	28,461	29,315
17,500	17,500	17,500	17,500	17,500	17,500	17,500
5,000	5,000	5,000	5,000	5,000	5,000	5,000
9,318	9,377	9,438	9,500	9,565	9,631	9,699
12,000	12,000	12,000	12,000	12,000	12,000	12,000
22,225	22,225	22,225	22,225	22,225	22,225	22,225
325	325	325	325	325	325	325
215	215	215	215	215	215	215
4,741	4,765	4,789	4,814	4,841	4,867	4,895
5,000	5,000	5,000	5,000	5,000	5,000	5,000
5,000	5,000	5,000	5,000	5,000	5,000	5,000
5,000	5,000	5,000	5,000	5,000	5,000	5,000
2,500	2,500	2,500	2,500	2,500	2,500	2,500
500	500	500	500	500	500	500
-	-	-	-	-	-	-
4,000	4,000	4,000	4,000	4,000	4,000	4,000
4,200	4,200	4,200	4,200	4,200	4,200	4,200
4,725	4,725	4,725	4,725	4,725	4,725	4,725
1,000	1,000	1,000	1,000	1,000	1,000	1,000
<u>194,690</u>	<u>195,509</u>	<u>196,353</u>	<u>197,222</u>	<u>198,118</u>	<u>199,040</u>	<u>199,989</u>
<u>1,894,412</u>	<u>2,428,501</u>	<u>2,030,820</u>	<u>2,083,454</u>	<u>2,114,491</u>	<u>2,185,945</u>	<u>2,235,910</u>
<u>(19,528)</u>	<u>(540,146)</u>	<u>(119,605)</u>	<u>(146,460)</u>	<u>(148,795)</u>	<u>(193,616)</u>	<u>(101,613)</u>

ease

FUND BALANCE 5-YR PROJECTION

/-----FUN

**Non-Spendable/
Restricted by Statute** **Assigned
Library**

Actual As of June 30, 2013	49,989.00	250,000.00
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Add:
 Projected Net Income/(Loss & Appropriation)
 Additional Fund Balance Assignments

Projected As of June 30, 2014	49,989.00	250,000.00
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Add:
 Projected Net Income/(Loss & Appropriation)
 Additional Fund Balance Assignments

Projected As of June 30, 2015	49,989.00	250,000.00
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Add:
 Projected Net Income/(Loss & Appropriation)
 Additional Fund Balance Assignments

Projected As of June 30, 2016	49,989.00	250,000.00
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Add:
 Projected Net Income/(Loss & Appropriation)
 Additional Fund Balance Assignments

Projected As of June 30, 2017	49,989.00	250,000.00
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Add:
 Projected Net Income/(Loss & Appropriation)
 Additional Fund Balance Assignments

Projected As of June 30, 2018	49,989.00	250,000.00
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Add:
 Projected Net Income/(Loss & Appropriation)
 Additional Fund Balance Assignments

Projected As of June 30, 2019	49,989.00	250,000.00
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ASSUMPTIONS

REVENUE

FY2014 -- 70 certificates of compliance with 4% growth each year thereafter (approximately 2/3 of completed within the 5 yr forecast)
Home values estimated at \$400,000 per home
No revaluation or change in tax rate
Subdivision fees for potential new developments estimated conservatively
State collected revenues forecast at 1.5% growth per year

EXPENDITURES

Fire/police/attorney forecasted at 4% increase per year
Fire also includes estimated \$80k/year loan repayment for building upgrade; no other capital improv
Building maintenance & repairs include \$28k in renovation costs in FY2014; total maint & repairs fo
Admin costs forecasted at 2% overall increase

ID BALANCE PER FINANCIAL STATEMENTS-----/

Assigned Rea Rd	Assigned Capital - Fire	Assigned Capital - Town Hall	Unassigned	Total Fund Balance
200,000.00	100,000.00	18,000.00	1,843,597.00	2,461,586.00
	100,000.00	18,000.00	(741,235.00) (118,000.00)	(741,235.00) 0.00
200,000.00	200,000.00	36,000.00	984,362.00	1,720,351.00
	100,000.00	18,000.00	50,593.30 (118,000.00)	50,593.30 0.00
200,000.00	300,000.00	54,000.00	916,955.30	1,770,944.30
	100,000.00	18,000.00	63,584.96 (118,000.00)	63,584.96 0.00 0.00
200,000.00	400,000.00	72,000.00	862,540.26	1,834,529.26
	100,000.00	18,000.00 (46,000.00)	38,390.08 (118,000.00)	38,390.08 0.00 (46,000.00)
200,000.00	500,000.00	44,000.00	782,930.34	1,826,919.34
	100,000.00	18,000.00 (1,000.00)	(18,528.50) (118,000.00)	(18,528.50) 0.00 (1,000.00)
200,000.00	600,000.00	61,000.00	646,401.85	1,807,390.85
	100,000.00 (500,000.00)	18,000.00 (1,000.00)	(39,146.00) (118,000.00)	(39,146.00) 0.00 (501,000.00)
200,000.00	200,000.00	78,000.00	489,255.84	1,267,244.84

currently permitted lots to be

vements or purchases included
recasted at 2% increase thereafter

/-----PER TOWN POLICY-----/

Minimum Unassigned Fund Balance Required	Minimum Total Fund Balance Required	Maximum Fund Balance Available for Appropriation
462,209.50	924,419.00	277,325.70
446,812.75	893,625.50	268,087.65
439,742.92	879,485.83	263,845.75
448,151.46	896,302.91	268,890.87
467,635.91	935,271.83	280,581.55
473,602.99	947,205.99	284,161.80
482,125.33	964,250.67	289,275.20

**TOWN OF WEDDINGTON
BUDGET
FYE 6/30/2015**

Revenues		
Ad Valorem Taxes		1,055,250
State-Collected Revenues		690,750
Zoning and Subdivision		20,000
Other Revenues		9,000
Total Revenues		1,775,000
Expenditures		
Administrative		399,800
Planning and Zoning		184,700
General Government		338,500
Total Expenditures		923,000

**TOWN OF WEDDINGTON
PRELIMINARY BUDGET
FY2015**

	ACTUAL AS OF <u>6/30/2013</u>	ACTUAL AS OF <u>1/31/2014</u>	PROJECTED FY2013 AS OF <u>1/31/2014</u>	FY 2014 <u>BUDGET</u>	FY 2014 PROPOSED AMENDED <u>BUDGET</u>	\$0.052 Tax FY 2015 PROPOSED <u>BUDGET</u>	
balance has changed							
REVENUE:							
10-3101-110 AD VALOREM TAX - CURRENT	980,495.83	935,266.24	984,353.45	975,000.00	980,000.00	990,000.00	Approx 1% growth over actual
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	3,843.62	6,779.23	7,662.21	7,000.00	7,000.00	7,000.00	
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	2,458.32	3,709.18	4,011.66	1,000.00	4,000.00	2,000.00	
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	52,387.00	34,702.16	61,702.16	60,000.00	60,000.00	54,000.00	FY2014 has "double" revenue
10-3115-180 TAX INTEREST	2,349.94	601.08	2,250.00	2,250.00	2,250.00	2,250.00	
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	159,980.12	113,039.39	253,039.39	156,000.00	250,000.00	252,000.00	
10-3322-220 BEER & WINE TAX	38,771.81		38,750.00	43,350.00	38,750.00	38,750.00	
10-3324-220 UTILITY FRANCHISE TAX	403,867.20	205,576.22	399,576.22	407,000.00	400,000.00	400,000.00	
10-3340-400 ZONING & PERMIT FEES	29,490.00	19,167.50	31,667.50	10,000.00	25,000.00	15,000.00	conservative
10-3350-400 SUBDIVISION FEES	82,625.00	58,400.00	60,000.00	2,000.00	55,000.00	5,000.00	conservative
10-3830-891 MISCELLANEOUS REVENUES	3,457.00	1,925.00	2,925.00	1,500.00	1,500.00	1,500.00	
10-3831-491 INVESTMENT INCOME	13,980.00	3,229.67	8,929.67	13,000.00	7,500.00	7,500.00	Lockbox fees reducing investment income
TOTAL REVENUE	1,773,705.84	1,382,395.67	1,854,867.26	1,678,100.00	1,831,000.00	1,775,000.00	
GENERAL GOVERNMENT EXPENDITURE:							
10-4110-126 FIRE DEPT SUBSIDIES	724,550.00	439,031.25	752,625.00	752,625.00	752,625.00		
10-4110-127 FIRE DEPT CAPITAL	256,429.41		814,850.59	80,000.00	815,000.00		
10-4110-128 POLICE PROTECTION	232,161.00	242,888.00	242,888.00	240,000.00	243,500.00	240,000.00	Purchase balance; construction int; audit
10-4110-192 ATTORNEY FEES	78,704.44	40,738.82	128,738.82	90,000.00	130,000.00	90,000.00	
10-4110-195 ELECTION EXPENSE	1,899.50	7,673.21	8,173.21	11,000.00	10,000.00	2,500.00	
10-4110-340 EVENTS & PUBLICATIONS	9,469.77	1,971.61	4,450.00	5,500.00	5,000.00	6,000.00	
10-4110-341 WEDDINGTON FESTIVAL		95.60	3,500.00	10,000.00	4,000.00		
10-4110-342 HOLIDAY/TREE LIGHTING		4,262.57	4,500.00	6,240.00	5,240.00		
10-4110-343 EASTER EGG HUNT		136.49	500.00	500.00	500.00		
10-4110-344 OTHER COMMUNITY EVENTS		0.00	250.00	510.00	510.00		
10-4110-495 OUTSIDE AGENCY FUNDING	2,356.60	0.00	3,600.00	3,600.00	3,600.00		
TOTAL GENERAL GOVT EXPENDITURE	1,305,570.72	736,797.55	1,964,075.62	1,199,975.00	1,969,975.00	338,500.00	
ADMINISTRATIVE EXPENDITURE:							
10-4120-121 SALARIES - CLERK	68,110.69	44,362.04	72,546.38	73,500.00	73,500.00	69,700.00	
10-4120-123 SALARIES - TAX COLLECTOR	34,279.94	24,098.09	39,545.13	43,500.00	43,500.00	42,225.00	
10-4120-124 SALARIES - FINANCE OFFICER	8,187.93	7,912.52	12,262.52	11,250.00	11,250.00	10,875.00	
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	21,000.00	12,950.00	23,450.00	25,200.00	25,200.00	25,200.00	
10-4120-181 FICA EXPENSE	10,301.98	6,785.41	11,824.32	13,000.00	13,000.00	12,000.00	
10-4120-182 EMPLOYEE RETIREMENT	15,102.68	10,378.52	16,813.73	16,500.00	16,500.00	17,625.00	estimated 5% increase
10-4120-183 EMPLOYEE INSURANCE	17,758.07	12,341.00	21,156.00	21,000.00	21,000.00	22,225.00	estimated 5% increase over actual
10-4120-184 EMPLOYEE LIFE INSURANCE	343.56	208.88	358.08	400.00	400.00	375.00	estimated 5% increase over actual
10-4120-185 EMPLOYEE S-T DISABILITY	276.00	168.00	288.00	325.00	325.00	300.00	estimated 5% increase over actual
10-4120-191 AUDIT FEES	8,000.00	8,000.00	8,000.00	8,900.00	8,000.00	8,500.00	estimated 5% increase over actual
10-4120-193 CONTRACT LABOR	2,243.75	0.00	5,000.00	5,000.00	3,500.00	5,000.00	
10-4120-200 OFFICE SUPPLIES - ADMIN	7,858.12	5,092.41	21,484.82	17,000.00	22,000.00	10,000.00	
10-4120-210 PLANNING CONFERENCE	336.06	0.00	1,850.00	1,000.00	2,000.00	1,000.00	
10-4120-321 TELEPHONE - ADMIN	3,064.39	1,551.08	3,102.16	4,000.00	4,000.00	4,000.00	
10-4120-325 POSTAGE - ADMIN	3,187.35	1,352.73	3,388.65	4,200.00	4,200.00	4,200.00	
10-4120-331 UTILITIES - ADMIN	3,310.20	1,780.38	3,560.76	4,725.00	4,725.00	4,725.00	
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	33,851.06	6,297.10	29,042.20	38,000.00	34,500.00	10,000.00	

**TOWN OF WEDDINGTON
PRELIMINARY BUDGET
FY2015**

	ACTUAL AS OF 6/30/2013	ACTUAL AS OF 1/31/2014	PROJECTED FY2013 AS OF 1/31/2014	FY 2014 BUDGET	FY 2014 PROPOSED AMENDED BUDGET	\$0.052 Tax FY 2015 PROPOSED BUDGET	
balance has changed							
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	59,148.54	43,156.23	53,356.23	55,000.00	55,000.00	58,000.00	GIS service contract
10-4120-354 REPAIRS & MAINTENANCE - GROUNDS REPAIRS & MAINTENANCE - SIDEWALKS	36,061.00	21,969.80	52,259.80	46,000.00	53,000.00	36,000.00	3% contract increase; \$1000 watering
10-4120-355 REPAIRS & MAINTENANCE - PEST CONTRL	1,390.00	330.00	860.00	1,250.00	1,250.00	1,000.00	
10-4120-356 REPAIRS & MAINTENANCE - CUSTODIAL	5,352.00	2,400.00	5,300.00	6,250.00	6,250.00	6,250.00	includes carpet cleaning @\$500
10-4120-370 ADVERTISING - ADMIN	901.05	714.94	1,000.00	1,000.00	1,000.00	1,000.00	
10-4120-397 TAX LISTING & TAX COLLECTION FEES	951.27	133.70	1,000.00	1,000.00	1,000.00	1,000.00	
10-4120-400 ADMINISTRATIVE:TRAINING	1,753.00	3,182.00	4,000.00	4,100.00	4,100.00	4,100.00	
10-4120-410 ADMINISTRATIVE:TRAVEL	5,739.91	4,922.38	6,000.00	6,500.00	6,500.00	6,500.00	
10-4120-450 INSURANCE	10,153.35	11,311.20	11,500.00	14,360.00	11,500.00	12,000.00	estimated 4% increase
10-4120-491 DUES & SUBSCRIPTIONS	18,694.00	12,705.00	20,000.00	21,000.00	21,000.00	21,000.00	MUMPO?
10-4120-498 GIFTS & AWARDS	430.21	364.23	1,500.00	1,500.00	1,500.00	1,500.00	
10-4120-499 MISCELLANEOUS	1,483.42	2,712.31	3,500.00	3,500.00	3,500.00	3,500.00	
TOTAL ADMINISTRATIVE EXPENDITURE	379,269.53	247,179.95	433,948.77	448,960.00	453,200.00	399,800.00	
PLANNING & ZONING EXPENDITURE:							
10-4130-121 SALARIES - ZONING ADMINISTRATOR	62,002.39	36,720.51	59,697.11	65,500.00	60,000.00	63,000.00	
10-4130-122 SALARIES - ASST ZONING ADMINISTRATOR	1,309.70	1,316.85	3,226.29	2,500.00	3,500.00	2,000.00	
10-4130-123 SALARIES - RECEPTIONIST	19,207.83	12,019.10	19,616.35	21,500.00	21,500.00	21,500.00	
10-4130-124 SALARIES - PLANNING BOARD	15,800.00	9,550.00	16,371.43	17,500.00	16,500.00	17,500.00	
10-4130-125 SALARIES - SIGN REMOVAL	4,876.44	2,963.25	5,079.86	5,000.00	5,000.00	5,000.00	
10-4130-181 FICA EXPENSE - P&Z	7,894.37	4,786.55	8,319.28	11,700.00	10,660.00	9,000.00	
10-4130-182 EMPLOYEE RETIREMENT - P&Z	11,986.88	7,392.77	11,897.02	12,700.00	12,700.00	12,000.00	
10-4130-183 EMPLOYEE INSURANCE	19,620.00	12,954.87	21,769.87	22,500.00	22,500.00	22,225.00	estimated 5% increase over actual
10-4130-184 EMPLOYEE LIFE INSURANCE	271.32	161.56	277.76	325.00	325.00	300.00	estimated 5% increase over actual
10-4130-185 EMPLOYEE S-T DISABILITY	120.00	72.00	132.00	215.00	215.00	250.00	
10-4130-193 CONSULTING	4,442.76	10,395.65	12,500.00	5,000.00	12,500.00	7,500.00	USI
10-4130-194 CONSULTING - COG	2,890.78	900.00	2,400.00	5,000.00	2,500.00	3,000.00	
10-4130-200 OFFICE SUPPLIES - PLANNING & ZONING	3,670.47	3,549.49	7,098.98	5,000.00	7,000.00	5,000.00	
10-4130-201 ZONING SPECIFIC OFFICE SUPPLIES			9,000.00	2,500.00	9,000.00	2,500.00	
10-4130-215 HISTORIC PRESERVATION			839.60	500.00	1,000.00	0.00	
10-4130-220 TRANSPORTATION & IMPROVEMENTS			9,000.00	9,000.00	9,000.00	0.00	
10-4130-321 TELEPHONE - PLANNING & ZONING	3,064.50	1,551.15	3,102.30	4,000.00	4,000.00	4,000.00	
10-4130-325 POSTAGE - PLANNING & ZONING	2,987.13	1,356.34	3,388.65	4,200.00	4,200.00	4,200.00	
10-4130-331 UTILITIES - PLANNING & ZONING	3,310.23	1,805.55	3,611.10	4,725.00	4,725.00	4,725.00	
10-4130-370 ADVERTISING - PLANNING & ZONING	543.61	505.56	750.00	1,000.00	1,000.00	1,000.00	
TOTAL PLANNING & ZONING EXPENDITURE	163,998.41	108,001.20	198,077.60	200,365.00	207,825.00	184,700.00	
TOTAL EXPENDITURES	1,848,838.66	1,091,978.70	2,596,101.99	1,849,300.00	2,631,000.00	923,000.00	
NET REVENUES/(EXPENDITURES)	-75,132.82	290,416.97	-741,234.73	-171,200.00	-800,000.00	852,000.00	

1 cent tax = approximately \$190,000.00

**TOWN OF WEDDINGTON
NON-OPERATING EXPENDITURES**

	FY2014 @ 5.2 cents	FY2015 @ 5.2 cents
Net Operating Revenues Over Expenditures		852,000.00
<u>Proposed non-recurring revenues</u>		
Powell Bill funds?		
Zoning & Permit Fees		10,000.00
Subdivision Fees		25,000.00
 Adjusted Revenues Over Expenditures		 887,000.00
<u>Proposed non-operating expenditures to be funded</u>		
PVFD	573,825.00	573,825.00
Building upgrades	80,000.00	
Audit fees	6,000.00	6,000.00
WCVFD	124,800.00	124,800.00
Stallings VFD	48,000.00	48,000.00
Police	7,000.00	9,000.00
Estimated increase in contract price (4%)		
Adjustment for Wesley Chapel satellite station		
Public Safety	3,500.00	3,500.00
Radar sign		
Other		500.00
Attorney	25,000.00	30,000.00
Litigation		
Outside agency Urban forester	3,600.00	3,750.00
Parks & Rec	500.00	500.00
Easter Egg Hunt		
Festival -- upfront money	8,600.00	3,500.00
Festival -- net	1,400.00	1,500.00
Historic committee		500.00
Tree lighting	6,240.00	6,240.00
Litter sweeps	250.00	250.00
Meet and Greet local groups	260.00	260.00
Office supplies	400.00	
Ipad covers and keyboards		
Vacuum cleaner	300.00	
Council chairs	6,300.00	
Ipads	5,000.00	
Plotter	9,000.00	
Copier		10,000.00
Grounds maintenance	11,000.00	10,000.00
Medians landscaping		
Winter maintenance & mulching (every other year)	9,625.00	1,955.00
Building Maintenance	23,000.00	
Flooring/carpet		
Interior painting	5,000.00	
Equipment Maintenance	4,000.00	
CSI upgrade to ServicePlus		
Gifts/Awards	3,000.00	
Ipads to outgoing councilmembers		
Technology		
CSI upgrade to SmartFusion		
Telephone system hardware/capital		
Historic Preservation		500.00
Transportation	9,000.00	
Roundabout irrigation		
Sidewalk maintenance		
Rea Road		
Contingency		52,420.00
Fund Balance replenishment		
Consulting/Contract Labor		
Scanning of minutes		
Salary adj	14,650.00	
COLA/Merit/Bonus/Taxes/Benefits		
Council increases	4,200.00	
One-time funding of state unemployment reserve	2,360.00	
 Total cost of non-operating expenditures	 <u>995,810.00</u>	 <u>887,000.00</u>
NET REVENUES OVER (UNDER) EXPENDITURES		<u><u>\$0.00</u></u>

FUND BALANCE ASSIGNMENTS

Library	\$250,000	\$250,000
Rea Road Engineering	\$200,000	\$200,000
Capital Projects		
Fire Service	\$100,000	\$200,000
Town Hall -- Buildings	\$15,000	\$30,000
Town Hall -- Sidewalks	\$3,000	\$6,000

TREND ANALYSIS
EXPENDITURES

	FY2006	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013
SHERIFF	44895	44895	48840.75	49769.25	50697.75	54152.25	54152.25	58040.25
% Increase		0	8.788841	1.901076	1.86561	6.813912	0	7.179757
ELECTION	7182.83	1634	1685.5	1669.75	9955.82	1796.25	9271.03	1899.5

FY2014

59847

3.112926 3.707765 Average

11000*

* based on estimate from County

PLANNING BOARD SALARIES

Question	Caswell Beach	Brevard	Wallace	Oak Ridge	Laurel Park	Wesley Chapel	Bass	Matthews	Monroe	Fairview	Marshville
Do they get paid, if so how much?	No	\$20	No	No	No	\$42	No	No	\$75 Chair \$50 other	\$75 Chair \$50 other	\$25
Is it per meeting or per month?	n/a	Per attended meeting	n/a	n/a	n/a	Per month	n/a	n/a	Per meeting	Per meeting	Per meeting (paid quarterly)
How often do they meet?	Once a month	Once a month	Once a month		Once a month	Once a month	Once a month	Twice a month PB/Council	Once a month	Once a month	Once a month
Do they have any Other responsibilities other than Planning Board?	No	No	No		No	No	No	No	No	No	Board of Adjustment

Question	Union County	Troutman	Lexington	Mineral Springs	Zebulon	Carthage	Elkin	Midland	Faison	Kernersville
Do they get paid, if so how much?	\$30 Plus mileage	No	\$100	No	No	No	No	No	No	No
Is it per meeting or per month?	Per meeting if attend	n/a	Per month	n/a	n/a	n/a	n/a	n/a	n/a	n/a
How often do they meet?			Once a month	Once a month	Once a month (maybe twice)	Once a month	Once a month	Once a month	Once a month	Once a Month
Do they have any Other responsibilities other than Planning Board?			Board of Adjustment	No	No	No	Board of Adjustment	Board of Adjustment	No	No

PLANNING BOARD SALARIES

Question	Belville	Hope Mills	Waxhaw	Stallings	Smithfield	Mills River	Weddington
Do they get paid, if so how much?	\$100	No	\$25	\$50	\$10	No	Chair - \$250.00 Other Members - \$200.00
Is it per meeting or per month?	Per month	n/a	Per month	Per meeting	Per meeting	n/a	Per meeting – only get paid if they show up
How often do they meet?	Once a Month	Once a Month	Once a month	Once a month	Once a Month	Once a month	Usually once a month
Do they have any other responsibilities other than Planning Board?	Board of Adjustment	No	No	Some of them serve as BOA and get paid an additional \$50.00	No, but two serve on Board of Adjustment	No	Yes – BOA and Historic

MAYOR AND COUNCIL SALARIES

Town	Population	Mayor's Salary	Mayor Pro Tem's Salary	Council Salary	Meetings Per month (Scheduled)
Weddington	9,459	\$9,000 (prior) \$6,000 (effective Dec. 2013)	\$3,000 (prior) \$4,800 (effective Dec. 2013)	\$3,000 (prior) \$4,800 (effective Dec. 2013)	1
Lincolnton	10,486	\$7,680	\$4,608	\$4,608	1
Kings Mountain	10,296	\$8,400	\$6,000	\$6,000	1
Belmont	10,076	\$6,377	\$4,251	\$4,251	1
Waxhaw	9,859	\$8,899	\$7,633	\$7,633	2
Conover	8,165	\$4,800	\$4,200	\$4,200	1
Wesley Chapel	7,463	\$4,800	\$3,000	\$2,400	2
Marvin	5,696	\$4,800	\$4,200	\$3,600	2

Requested Staff Changes

Code Enforcement – The proposed change in permitting and with Kim taking half of the responsibility would hopefully free up Planner to do more Code Enforcement responsibilities. Kim has also offered to assist the Town Planner in some of the code enforcement issues with their supervision. We use COG now for Minimum Housing Issues and could possibly use them for some of this work as well.

Minutes – I would like for Tonya to take over attending Planning Board Meetings/Board of Adjustment and Historic Preservation Meetings and handling the minutes for those meetings.

I would like to get Council's permission to contact the Maps Group who did an earlier review of job descriptions and pay scales to see if these changes in job functions would qualify for an increase in compensation.

TREE LIGHTING EXPENSES

Decorating Expense:

Item	Budget 2013	Actual 2013	Budget 2014	Actual 2014
Installation of Banners and Lights	\$3,030.00	\$3510.38	\$3500	
Christmas Cards	\$200.00	\$114.62	\$200	
Ornaments		\$160.00	\$250	
House Decorations	\$650.00	\$164.12	\$200	
House Greenery			\$100	
Outdoor Decorations			\$100	
Total	\$3,880.00	\$3949.12	\$4350	

Tree Lighting Event Expense:

Item	Budget 2013	Actual 2013	Budget 2014	Actual 2014
Trees	\$250.00	\$133.00	\$250	
Greenery			\$100	
Installation of trees		\$150.00	\$150	
Lights for trees			\$100	
Port-a-Johns			\$200**	
Trash Receptacles			\$ 50**	
Cookies and Refreshments	\$960.00	\$852.25	\$960	
Crafts	\$250.00	\$126.70	\$200	
Gift for photographer		\$25.00	\$ 25	
Gifts for volunteers	\$500.00	\$125.00	\$125	
Misc. – Tablecloths, lighting fluid, skewers, batteries, smores, etc.		\$181.16	\$200	
Propane			\$75	
Gift card for raffle		\$50.00	\$50	
Santa Suit - New Beard and belly insert			\$75	
Give away			\$250	
DJ	\$400.00		\$400**	
Patio Heaters		\$303.96		
Theme – decorating Birdhouses – provide birdhouses, paint, etc*			\$400	
Total	\$2,360.00	\$1947.07	\$3610	

*If council would like to do.

**Sometimes these items are donated.

Business Plan and Budget
For
2014 4th Annual Easter Egg Hunt

Annual Easter Egg Hunt

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

Our goal is 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, makes a craft and has a snack.

The event will be held on Saturday April 12th from 2 to 4pm at Weddington Town Hall with a rain date of Sunday the 13th from 2 to 4pm.

The Easter Bunny will arrive by fire truck and will be available for pictures at a nominal cost.

The hunt will be at 2:30

Before and after the hunt the children can enjoy themselves in the Air Castle Inflatable, playing a variety of games and making a craft.

We ask everyone to bring a canned good that will be donated to a local food bank in Union County. The canned good entitles the bearer to a raffle ticket or raffle tickets can be purchased for \$1.

We will be raffling off Easter Baskets and children's bicycles.

Our budget is:

Advertising Materials:

Paper for Flyers	\$ 20
Posters/Banners	\$150

Easter Eggs

Plastic Eggs (3000)	\$250
Candy/Fillers for eggs	\$300

Crafts

Crafts	\$450
Games/Tattoos	\$ 75

Refreshments:

Cookies/Drinks	\$125
----------------	-------

Prizes \$100

Setup/Cleanup Expenses:

(Tablecloths, extra trash receptacles, etc.)
\$100

Air Castle Inflatable \$150

DJ \$300

Port O Jon's \$200

Total \$2220

We are looking for Gold (\$500), Silver (\$250) and Bronze (\$100) sponsors:

We will put your logo on front page of the Town's website, post your info on our Facebook page and print your name on the flyers that we are sending to the schools and churches and the banners and poster at Town Hall.

TREE LIGHTING EXPENSES

Decorating Expense:

Item	Budget 2013	Actual 2013	Budget 2014	Actual 2014
Installation of Banners and Lights	\$3,030.00	\$3510.38	\$3500	
Christmas Cards	\$200.00	\$114.62	\$200	
Ornaments		\$160.00	\$250	
House Decorations	\$650.00	\$164.12	\$200	
House Greenery			\$100	
Outdoor Decorations			\$100	
Total	\$3,880.00	\$3949.12	\$4350	

Tree Lighting Event Expense:

Item	Budget 2013	Actual 2013	Budget 2014	Actual 2014
Trees	\$250.00	\$133.00	\$250	
Greenery			\$100	
Installation of trees		\$150.00	\$150	
Lights for trees			\$100	
Port-a-Johns			\$200**	
Trash Receptacles			\$ 50**	
Cookies and Refreshments	\$960.00	\$852.25	\$960	
Crafts	\$250.00	\$126.70	\$200	
Gift for photographer		\$25.00	\$ 25	
Gifts for volunteers	\$500.00	\$125.00	\$125	
Misc. – Tablecloths, lighting fluid, skewers, batteries, smores, etc.		\$181.16	\$200	
Propane			\$75	
Gift card for raffle		\$50.00	\$50	
Santa Suit - New Beard and belly insert			\$75	
Give away			\$250	
DJ	\$400.00		\$400**	
Patio Heaters		\$303.96		
Theme – decorating Birdhouses – provide birdhouses, paint, etc*			\$400	
Total	\$2,360.00	\$1947.07	\$3610	

*If council would like to do.

**Sometimes these items are donated.



TOWN OF
WEDDINGTON

1924 Weddington Road • Weddington, North Carolina 28104

3rd Annual Weddington Country Festival
Featuring “Art at the Corners”
Saturday
September 20th, 2014
10am till 4pm

We are estimating about 500 children and about 1500 adults throughout the day

“Kids” Corner featuring:

Trackless Train, Kiddie Ferris wheel, Airbrush Face Painting, Balloon Artist, Giant Inflatable Slide, Moon Bounce, Hi Striker & Kiddie Hi Striker

Game Trailer with 2 midway games and prizes given to every child

Old fashion country fair games: Ring toss, Lawn bowling, Bean bag toss, Croquet, Tar grip, Egg/Spoon Carry, Washer Toss, Giant Spoon Carry & Magnet fishing

Arts & Crafts Tent

WhisperingHopeFarm Petting Zoo

WalkintheWoods – featuring environmental education programs with live animals

Entertainment – featuring the Hinson Girls (Blue Grass Singers) and a DJ

Senior citizen BBQ picnic – Free to anyone over 65

We served 300 people in 2012

Baking Contest – prizes for 1st, 2nd, & 3rd place in 5 categories

Facilities - Tents, Port-o-Jon’s, wash stations, security, trash receptacles & supplies

Volunteer area – Refreshments, supplies, lunch and Shirts

Advertising and Banners

Juried art show - featuring about 25 local artists selling their original art work.

Fund Raiser for Volunteer Fire Department by cooking & selling food

We will be raffling off prizes and baskets, proceeds to help pay for town events!

Visit the Town’s “Historic Commission” Tent



TOWN OF
WEDDINGTON

1924 Weddington Road • Weddington, North Carolina 28104

Sponsorships for the events will be platinum, gold, silver and bronze.

A sponsor can designate their sponsorship go to any of the areas above and we will put a sign with your logo and name at that area.

- **Platinum Level - \$2,500 and above**
 - We will put your logo on front page of the Town's website for one full year, post your info on the Town's Facebook page and print your name on the flyers that we are sending to the schools and churches and the banners and posters at Town Hall that will be displayed during the event. We will also display your logo on any media advertising that we do and include your logo in the town's newsletter that is sent to approximately 5000 homes.
- **Gold Level - \$1,000**
 - We will put your logo on front page of the Town's website for 6 months, post your info on the Town's Facebook page and print your name on the flyers that we are sending to the schools and churches and the banners and posters at Town Hall that will be displayed during the event. We will also display your logo on any media advertising that we do and include your logo in the town's newsletter that is sent to approximately 5000 homes.
- **Silver Level - \$500**
 - We will put your logo on the Town's website for 6 months, post your info on the Town's Facebook page and print your name on the flyers that we are sending to the schools and churches and the banners and posters at Town Hall that will be displayed during the event. We will also display your logo on any media advertising that we do and include your logo in the town's newsletter that is sent to approximately 5000 homes.
- 1) **Bronze Level - \$250**
 - Banner at the event and advertisement for the news media, logo and your info on the Town's Facebook page and website for 3 months and include your logo in the town's newsletter that is sent to approximately 5000 homes.



TOWN OF
WEDDINGTON

1924 Weddington Road • Weddington, North Carolina 28104

2014 Budget

Amusements	
Kids' Corner	\$ 5000
Games & prizes	\$ 500
Fair games	\$ 250
Arts & Crafts	\$ 1500
Petting Zoo	\$ 850
Education Program	\$ 600
Entertainment	\$ 1700
Senior Citizen Picnic	\$ 1500
Baking Contest	\$ 750
Facilities	\$ 3000
Volunteer Area	\$ 1000
Advertising	\$ 1500
Juried Art show	\$ 1500
Fund Raiser	\$ 1500
Grand Total	\$ 21500

ESTIMATE FOR WINTER MAINTENANCE ON
MEDIANS & TREES ALONG PROVIDENCE
AND REA ROAD

11/26/13

Prune all trees in right of way	\$200.00
Prune shrubs (Grasses not included)	\$1055.00
Fertilize trees	\$300.00
Fertilize shrubs	\$400.00
Mulch tree beds	\$525.00
Replace 13 Kaleidoscope Abelia 3 Gal.shrubs	\$325.00
Replace 13 Stella D'Oro lilies 3 Gal.shrubs	\$325.00
Total	\$3130.00



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

September 25, 2013

Amy McCollum
Town Clerk/Administrator
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: NCDOT Road Additions within Municipal Limits

Dear Ms. McCollum:

During our recent review and approval of road addition packages in Division 10, it was revealed the NCDOT's policy and practices for accepting streets within municipal limits in Union County was inconsistent with the practices of how this matter is handled in other jurisdictions. It has been the NCDOT's standard practice in the 14 Highway Divisions to accept major streets and highways to effectively move and accommodate high traffic volumes and major industry uses inside municipal jurisdictions. This is consistent with the language included in NCGS 136-66.1. Responsibility for streets inside municipalities (see attached).

It has come to my attention this has not been the mode, method or spirit for which we have received petitions and accepted streets in the recent years in portions of Union County. Thus, this memo shall serve as formal notification of the corrected road addition process.

Consistent with the standard practice and in keeping with the spirit of the above referenced General Statutes, the NCDOT will cease the practice of accepting roads within incorporated limits of Union County, for which the streets are part of subdivisions and having the characteristics of serving only adjacent properties. Roads that are classified as collectors can be exempt from this policy and will be evaluated on a case by case basis for addition to the State System. As a result, the District Office will route any new road addition petitions to the appropriate municipality upon receipt. We realize there are accommodations that must occur during this transition, thus if a subject development is actively engaged in the addition process with the Department (i.e. performing punch list repair items), the District will continue to proceed with the system addition approval process. Any subdivision for which the streets have not been constructed to date, the NCDOT will preclude those streets from consideration for acceptance. If you have any questions, please contact me at the number below.

Sincerely,

A handwritten signature in cursive script that reads "Louis L. Mitchell".

Louis L. Mitchell, P.E.
Division Engineer

cc: John W. Underwood
File



Article 3A.

Transportation Systems in and around Municipalities.

§ 136-66.1. Responsibility for streets inside municipalities.

Responsibility for streets and highways inside the corporate limits of municipalities is hereby defined as follows:

- (1) **The State Highway System.** - The State highway system inside the corporate limits of municipalities shall consist of a system of major streets and highways necessary to move volumes of traffic efficiently and effectively from points beyond the corporate limits of the municipalities through the municipalities and to major business, industrial, governmental and institutional destinations located inside the municipalities. The Department of Transportation shall be responsible for the maintenance, repair, improvement, widening, construction and reconstruction of this system. These streets and highways within corporate limits are of primary benefit to the State in developing a statewide coordinated system of primary and secondary streets and highways. Each highway division shall develop an annual work plan for maintenance and contract resurfacing, within their respective divisions, consistent with the needs, inasmuch as possible, as identified in the report developed in accordance with G.S. 136-44.3. In developing the annual work plan, the highway division shall give consideration to any special needs or information provided by the municipalities within their respective divisions. The plan shall be made available to the municipalities within the respective divisions upon request.
- (2) **The Municipal Street System.** - In each municipality the municipal street system shall consist of those streets and highways accepted by the municipality which are not a part of the State highway system. The municipality shall be responsible for the maintenance, construction, reconstruction, and right-of-way acquisition for this system.
- (3) **Maintenance of State Highway System by Municipalities.** - Any city or town, by written contract with the Department of Transportation, may undertake to maintain, repair, improve, construct, reconstruct or widen those streets within municipal limits which form a part of the State highway system, and may also, by written contract with the Department of Transportation, undertake to install, repair and maintain highway signs and markings, electric traffic signals and other traffic-control devices on such streets. All work to be performed by the city or town under such contract or contracts shall be in accordance with Department of Transportation standards, and the consideration to be paid by the Department of Transportation to the city or town for such work, whether in money or in services, shall be adequate to reimburse the city or town for all costs and expenses, direct or indirect, incurred by it in the performance of such work. The city or town under contract with the Department shall develop an annual work plan for maintenance of the State highway system consistent with the needs, inasmuch as possible, as identified in the report developed in accordance with G.S. 136-

44.3. The annual work plan shall be submitted to the respective division engineers and shall be mutually agreeable to both parties.

- (4) If the governing body of any municipality determines that it is in the best interest of its citizens to do so, it may expend its funds for the purpose of making any of the following improvements on streets that are within its corporate limits and form a part of the State highway system:
- a. Construction of curbing and guttering.
 - b. Adding of lanes for automobile parking.
 - c. Constructing street drainage facilities which may by reasonable engineering estimates be attributable to that amount of surface water collected upon and flowing from municipal streets which do not form a part of the State highway system.
 - d. Constructing sidewalks.
 - e. Intersection improvements, if the governing body determines that such improvements will decrease traffic congestion, improve safety conditions, and improve air quality.

In exercising the authority granted herein, the municipality may, with the consent of the Department of Transportation, perform the work itself, or it may enter into a contract with the Department of Transportation to perform such work. Any work authorized by this subdivision shall be financed entirely by the municipality and be approved by the Department of Transportation.

The cost of any work financed by a municipality under this subdivision may be assessed against the properties abutting the street or highway upon which such work was performed in accordance with the procedures of either Article 10 of Chapter 160A of the General Statutes or any charter provisions or local acts applicable to the particular municipality. (1959, c. 687, s. 1; 1969, cc. 798, 978; 1973, c. 507, s. 5; 1975, c. 664, s. 3; 1977, c. 464, s. 7.1; 1987, c. 747, s. 2; 1993 (Reg. Sess., 1994), c. 690, s. 1; 1995, c. 163, s. 14; 2005-382, s. 2.)

**RESOLUTION OF THE TOWN OF WEDDINGTON NOTIFYING DEVELOPERS OF
ITS INTENT NOT TO ACCEPT STREETS OFFERED FOR
DEDICATION TO THE PUBLIC
R-2013-08**

WHEREAS, the North Carolina Department of Transportation has formally notified the Town of Weddington that it will cease the practice of accepting roads or streets within the incorporated limits of the Town of Weddington that are part of subdivisions and that have the characteristics of serving only adjacent properties; and

WHEREAS, prior to this policy change, it was the practice of the North Carolina Department of Transportation to accept roads or streets within the municipal limits of the Town of Weddington that were privately built as part of a subdivision and subsequently offered for dedication to the public; and

WHEREAS, the Town of Weddington is authorized to maintain, construct, reconstruct, and acquire rights-of-way for all streets and highways in the Town, but has never exercised such authority; and

WHEREAS, the Town of Weddington's Subdivision Ordinance requires land developers to show streets and roads on subdivision plats and requires such streets and roads to be built to North Carolina Department of Transportation standards; and

WHEREAS, the Town of Weddington's Subdivision Ordinance also allows for developers to offer and dedicate subdivision streets to the public; and

WHEREAS, approval of a subdivision plat by the Town of Weddington is not deemed to constitute acceptance of the dedication of any street or other ground shown on the plat under state law and the Town's Subdivision Ordinance; and

WHEREAS, with the change of the North Carolina Department of Transportation's street acceptance policy, the Town of Weddington does not have the financial resources to accept and maintain privately developed streets or roads that are not accepted by the North Carolina Department of Transportation; and

WHEREAS, accepting such subdivision streets or roads would place an immense financial burden on the Town of Weddington and would mandate an increase in taxes for the residents of the Town of Weddington; and

WHEREAS, based on a survey conducted by the Town of Weddington, a majority of residents of the Town of Weddington do not favor raising taxes.

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Town of Weddington not to accept any subdivision roads or streets within the incorporated limits of the Town of Weddington even though such streets or roads may have been offered for dedication to the public.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Planner, Jordan Cook, and the Town Attorney, Anthony Fox, are directed to review the Town of Weddington's Subdivision Ordinance and develop amendments or additions to the Town of Weddington's Subdivision Ordinance that may be necessary to effectuate the intent of this resolution and the Town of Weddington's street non-acceptance policy outlined herein.

This Resolution is adopted this 9th day of December, 2013.

Bill Deter, Mayor

Attest:

Amy S. McCollum, Town Clerk

ROADS THAT ARE NOT STA

Road Name	Location and/or Subdivision
Abelia Drive	Bromley
Alderney Court	Off of Lochaven
Ambassador Court	Providence Place
Avery Court	Avery
Baron Road	Aero Plantation
Belle Forest Court	Stratford on Providence
Benmore Circle	Devonridge
Bent Tree Trail	Walden Lake
Bexley Court	Off of Lochaven
Birchaven Drive	Off of Weddington-Matthews
Blossom Hill Drive	Highgate
Bluebird Lane	Off of Providence
Bonner Drive	Bonner Oaks
Botetourt Court	Williamsburg
Brandy Courts	Aero Plantation
Brigadoon Lane	Off of Ennis
Bromley Drive	Bromley
Caledonia Way	Off of Lochaven
Cedar Bend	Water Oak Colony
Chamberleyne Way	Stratford on Providence
Chickadee Court	Weddington Heights
Country Club Drive	Hunting Creek
Covington Crossing	Waybridge
Delaney Drive	Bromley
Dundin Place	Wellington Woods
Eagle Point Court	Aero Plantation
Eagle Road	Aero Plantation
Eirlys Lane	Eirlys
Elijah Drive	Sanctuary at Weddington
Elstead Circle	Devonridge
Fair Haven	Walden at Providence
Fernhurst Terrace	Bromley
Fir Place Court	Lake Forest Preserve
Fitzhugh Lane	Stratford Hall
Fox Run Road	Fox Run
Gloucester Street	Williamsburg
Greywood Lane	Walden Lake
Hartford Way	Preserve at Brookhaven
Hathaway Lane	Stratford on Providence
Havenchase Drive	Waybridge
Hidden Haven Trail	Off of Lochaven
Highbury Place	Bromley

James Madison Drive	Williamsburg
Kingsdown Court	Walden at Providence
Kinross Lane	Devonridge
Lafayette Park Lane	Williamsburg
Lake Forest Drive	Lake Forest Preserve
Lake Prairie Court	Lake Forest Preserve
Lakehurst Crossing	Preserve at Brookhaven
Landsbury Drive	Walden at Providence
Lantana Lane	Meadows at Weddington
Larkfield Drive	Weddington Estates
Lemmond Drive	Greystone
Lenny Stadler Way	Off of Providence
Lingfield Lane	Devonridge
Lochaven Road	Lochaven
Meadowbrook Court	Walden at Providence
Michelle Court	Off of Weddington-Matthews
Old Post Road	The Retreat
Osprey Court	Aero Plantation
Oxfordshire Road	Stratford on Providence
Paul Rose Lane	Sanctuary at Weddington
Pearlstone Lane	Highgate
Pine Valley Court	Lake Forest Preserve
Pinehill Lane	Hadley Park
Rapidan Lane	Stratford Hall
Rappahannock Court	Stratford Hall
Santolina Court	Meadows at Weddington
Shippon Lane	Stratford on Providence
Shoreline Drive	Lake Providence
Skytop Road	Aero Plantation
Stallion Court	Providence Woods South
Sugarplum Court	Lake Forest Preserve
Tee Top Lane	Aero Plantation
Thomas Payne Ally	Williamsburg
Tree Hill Road	Wellington Woods
Twin Lakes Drive	Lake Forest Preserve
Valley Ranch Lane	High View Estates
Valley Run Drive	Walden at Providence
Verbena Court	Meadows at Weddington
Walden Lane	Walden Lake
Walden Trail	Walden at Providence
Waterby Way	Waybridge
Waybridge Way	Waybridge
Whispering Oaks Lane	Lake Providence
Woods Loop	Aero Plantation
Worthington Drive	Preserve at Brookhaven

Yellow Wood Court	Antioch Woods
Total	

TE MAINTAINED (ALL)

Misc. Notes	Parcels
Subdivision Under Construction	21
Private Roads	
Gated & Private Roads	
Subdivision Under Construction	6
End of Road Not NCDOT Maint.	
Subdivision Under Construction	10
Subdivision Under Construction	7
Private Roads	
Subdivision Under Construction	40
Gated & Private Roads	
Gated & Private Roads	
Subdivision Under Construction	14
End of Road Not NCDOT Maint.	
Private Roads	
Private Roads	
Subdivision Under Construction	5
Private Roads	
Subdivision Under Construction	4
Subdivision Under Construction	8
Subdivision Under Construction	16
Subdivision Under Construction	17
Gated & Private Roads	
Gated & Private Roads	
Subdivision Under Construction	20

Subdivision Under Construction	20
Private Roads	
Subdivision Under Construction	2
Subdivision Under Construction	14
Subdivision Under Construction/End of Road Not NCDOT Maint.	33
Subdivision Under Construction	19
Private Roads	
Subdivision Under Construction	24
Road Near Dam Not NCDOT Maint.	
Private Roads	
Subdivision Under Construction	9
Private Roads	
Gated & Private Roads	
Subdivision Under Construction	10
Subdivision Under Construction	7
Subdivision Under Construction	7
Gated & Private Roads	
Private Roads	
Subdivision Under Construction	8
Private Roads	
Subdivision Under Construction	4
Subdivision Under Construction	30
Private Roads	
Private Roads	
Gated & Private Roads	
Gated & Private Roads	
Private Roads	

	355

ROADS THA'

Road Name	Location and/or Subdivision
Benmore Circle	Devonridge
Bonner Drive	Bonner Oaks
Botetourt Court	Williamsburg
Bromley Drive	Bromley
Delaney Drive	Bromley
Elstead Circle	Devonridge
Fernhurst Terrace	Bromley
Fir Place Court	Lake Forest Preserve
Gloucester Street	Williamsburg
Highbury Place	Bromley
James Madison Drive	Williamsburg
Kinross Lane	Devonridge
Lafayette Park Lane	Williamsburg
Lake Forest Drive	Lake Forest Preserve
Lake Prairie Court	Lake Forest Preserve
Lingfield Lane	Devonridge
Old Post Road	The Retreat
Pine Valley Court	Lake Forest Preserve
Sugarplum Court	Lake Forest Preserve
Thomas Payne Ally	Williamsburg
Twin Lakes Drive	Lake Forest Preserve
Total	

T ARE NOT STATE MAINTAINED

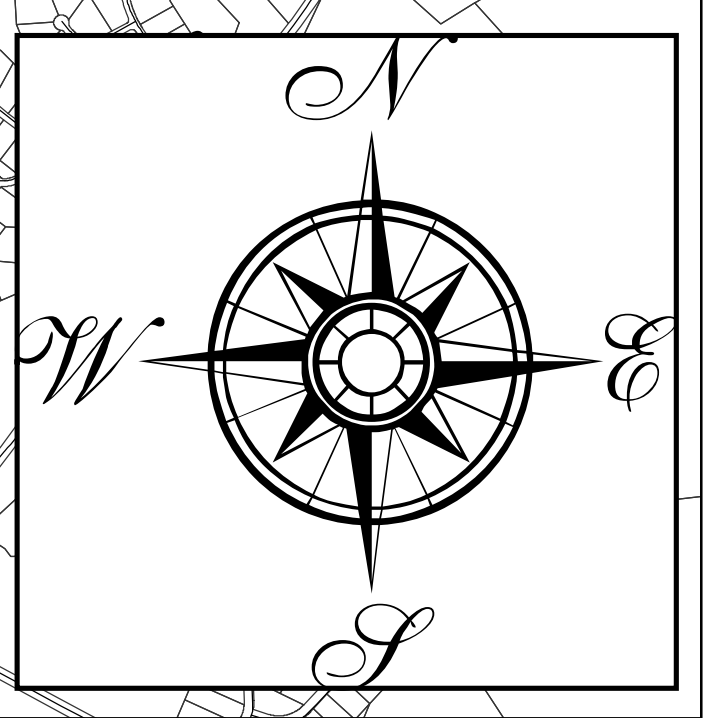
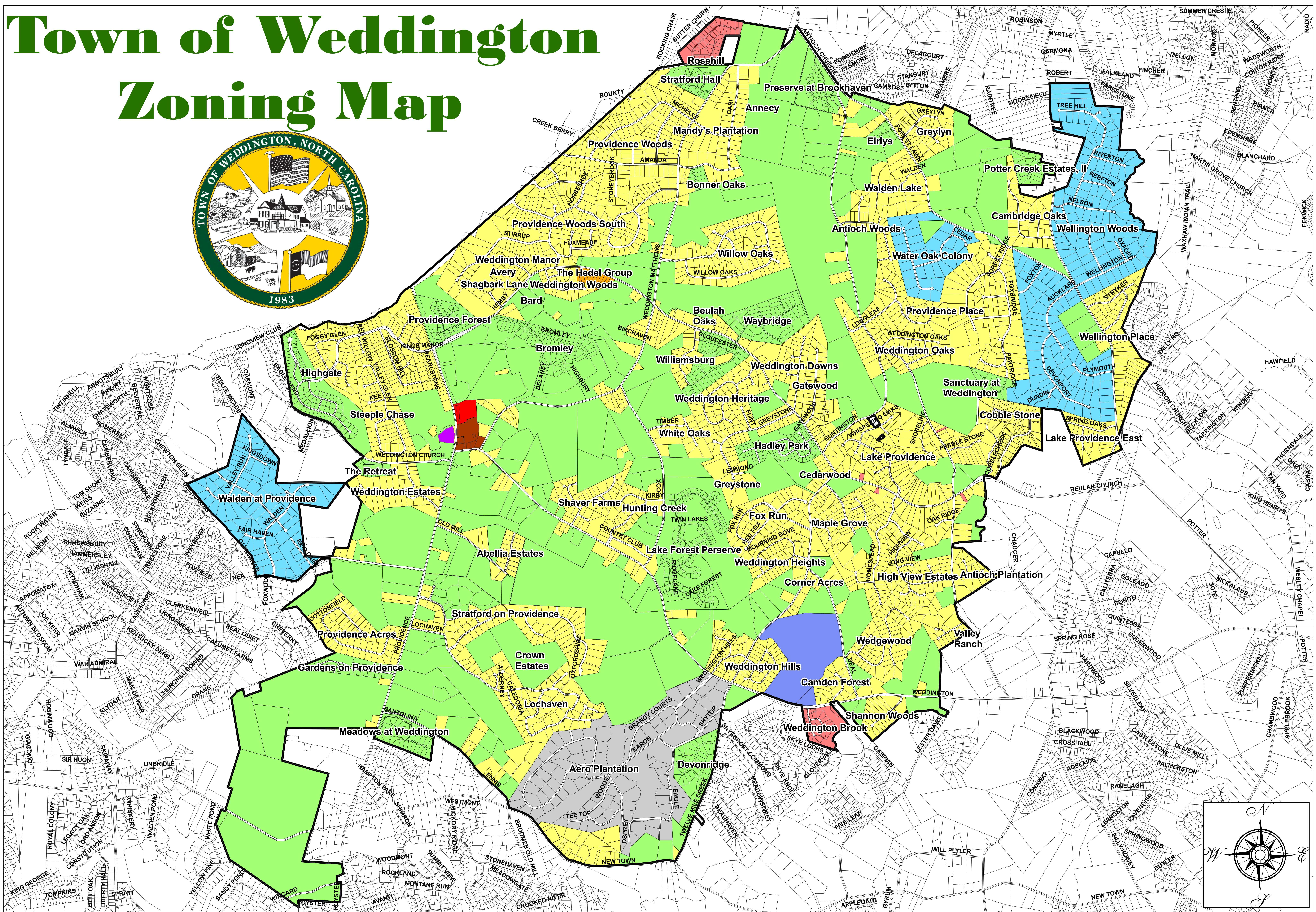
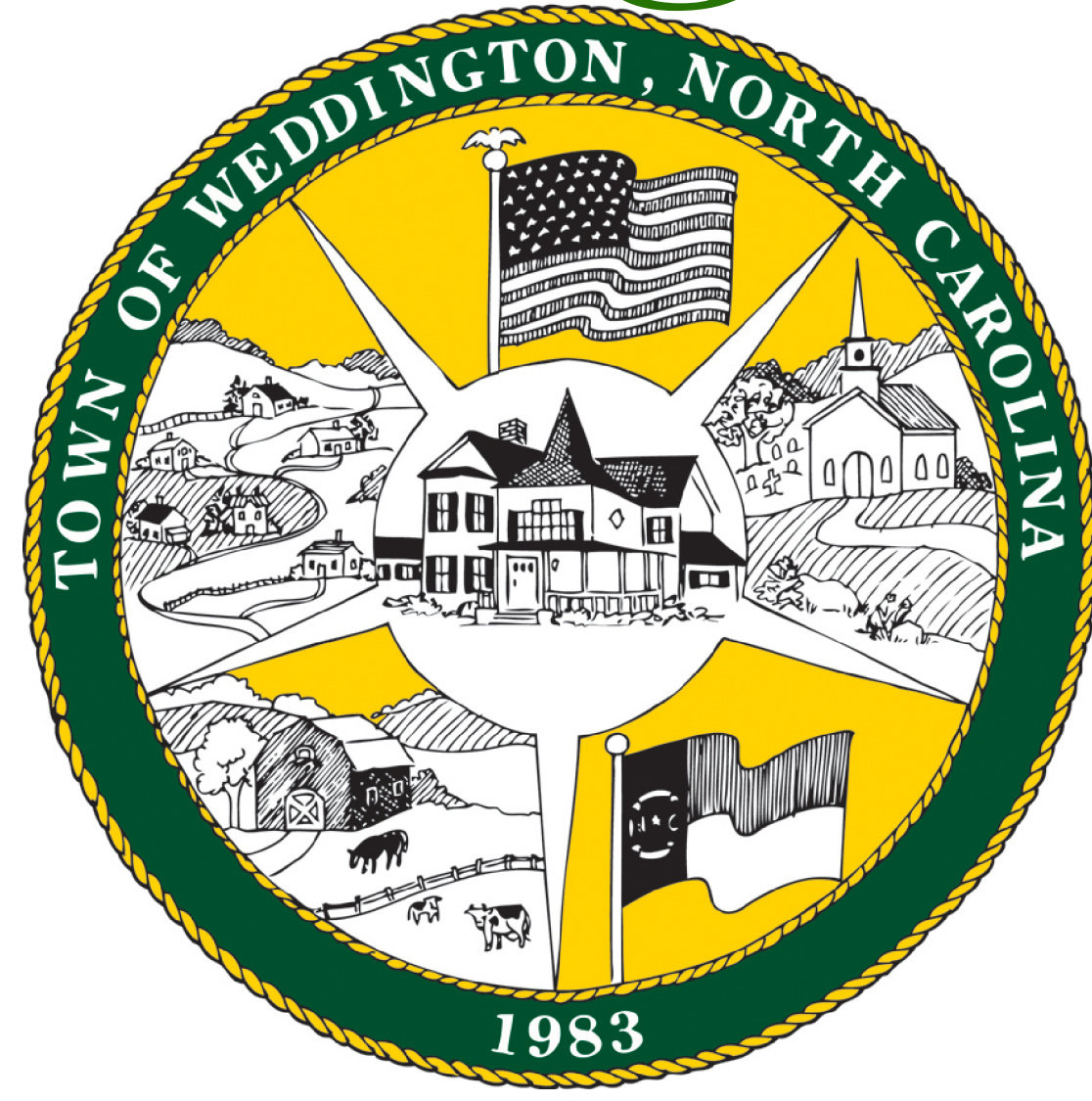
Misc. Notes	Parcels	Residents	Road Length (Miles)
Subdivision Under Construction	6	6	0.18
Subdivision Under Construction	10	0	0.12
Subdivision Under Construction	7	5	0.06
Subdivision Under Construction	40	21	0.75
Subdivision Under Construction	14	3	0.7
Subdivision Under Construction	5	3	0.08
Subdivision Under Construction	4	0	0.1
Subdivision Under Construction	8	8	0.08
Subdivision Under Construction	17	16	0.27
Subdivision Under Construction	20	8	0.4
Subdivision Under Construction	20	14	0.46
Subdivision Under Construction	2	0	0.13
Subdivision Under Construction	14	10	0.4
Subdivision Under Construction/End of Road Not NCDOT Maint.	33	15	0.5
Subdivision Under Construction	19	17	0.32
Subdivision Under Construction	24	16	0.33
Subdivision Under Construction	9	8	0.08
Subdivision Under Construction	10	10	0.11
Subdivision Under Construction	8	8	0.08
Subdivision Under Construction	4	4	0.02
Subdivision Under Construction	30	16	0.77
	304	188	5.94

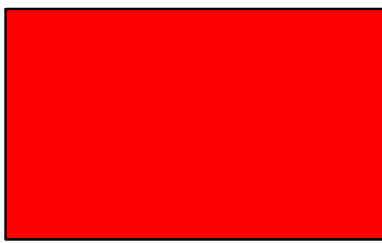


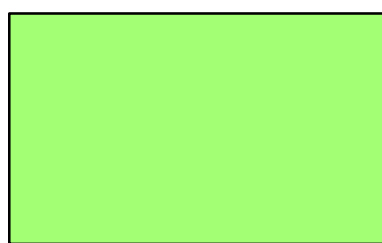





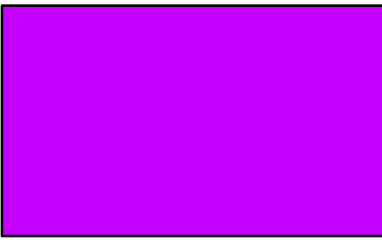
ROADS THAT ARE NOT STATE MAINTAINED

Road Name	Subdivision	Misc. Notes	Parcels	Homes	Road Miles	Status
Bonner Drive	Bonner Oaks	Subdivision Under Construction	10	0	0.12	Prelim. Plat
Bromley Drive	Bromley	Subdivision Under Construction	40	21	0.75	Partial F/P
Delaney Drive	Bromley	Subdivision Under Construction	14	3	0.7	Partial F/P
Fernhurst Terrace	Bromley	Subdivision Under Construction	4	0	0.1	Final Plat
Highbury Place	Bromley	Subdivision Under Construction	20	8	0.4	Partial F/P
Benmore Circle	Devonridge	Subdivision Under Construction	6	6	0.18	Final Plat
Elstead Circle	Devonridge	Subdivision Under Construction	5	3	0.08	Final Plat
Kinross Lane	Devonridge	Subdivision Under Construction	2	0	0.13	Final Plat
Lingfield Lane	Devonridge	Subdivision Under Construction	24	16	0.33	Final Plat
Fir Place Court	Lake Forest Preserve	Subdivision Under Construction	8	8	0.08	Final Plat
Lake Forest Drive	Lake Forest Preserve	Subdivision Under Construction/End of Road Not NCDOT Maint.	33	15	0.5	Final Plat
Lake Prairie Court	Lake Forest Preserve	Subdivision Under Construction	19	17	0.32	Final Plat
Pine Valley Court	Lake Forest Preserve	Subdivision Under Construction	10	10	0.11	Final Plat
Sugarplum Court	Lake Forest Preserve	Subdivision Under Construction	8	8	0.08	Final Plat
Twin Lakes Drive	Lake Forest Preserve	Subdivision Under Construction	30	16	0.77	Final Plat
Old Post Road	The Retreat	Subdivision Under Construction	9	8	0.08	Final Plat
Botetourt Court	Williamsburg	Subdivision Under Construction	7	5	0.06	Final Plat
Gloucester Street	Williamsburg	Subdivision Under Construction	17	16	0.27	Final Plat
James Madison Drive	Williamsburg	Subdivision Under Construction	20	14	0.46	Final Plat
Lafayette Park Lane	Williamsburg	Subdivision Under Construction	14	10	0.4	Final Plat
Thomas Payne Ally	Williamsburg	Subdivision Under Construction	4	4	0.02	Final Plat
Total			304	188	5.94	

Town of Weddington

Zoning Map



 B-1(CD)	 R-40	 R-60	 RCD	 ED
 B-2(CD)	 R-40D	 R-80	 RE	 MX

Map Updated
12/10/12



Town of Weddington Permitting Data

The Town of Weddington issued a total of 436 permits 2013 (up 43% from 2012). The following permits were issued in 2013:

- New Homes-150 (up 40% from 2012)
- Compliance Certificates-114 (up 56% from 2012)
- Accessory Structures (Pools, Detached Garages, Buildings, etc.)-49 (up 24% from 2012)
- Upfits (Interior Modifications to Home) and Additions-123 (up 42% from 2012)

In 2012 the Town issued 89 permits for new homes, 71 upfit and addition permits, 37 accessory permits and 50 certificates of compliance permits. A total of 247 permits were issued in 2012.

In 2011 the Town issued 51 permits for new homes, 74 upfit and addition permits, 31 accessory permits and 42 certificates of compliance permits. A total of 198 permits were issued in 2011.

In 2010 the Town issued 34 permits for new homes, 80 upfit and addition permits and 51 accessory permits. A total of 165 permits were issued in 2010.

APPROVED SUBDIVISIONS	LOTS
AVERY	6
BROMLEY	120
DEVONRIDGE	37
GARDENS ON PROVIDENCE	28
HADLEY PARK	62
HIGHGATE II	89
HIGHGATE III	23
LAKE FOREST PRESERVE	211
MEADOWS AT WEDDINGTON	30
THE RETREAT	6
STRATFORD HALL	34
STRATFORD ON PROVIDENCE	92
WILLIAMSBURG	65
	TOTAL 803
APPROVED BUT UNBUILT SUBDIVISIONS	LOTS
BARD PROPERTY	16
BONNER OAKS	10
CROWN ESTATES AT LOCHAVEN	16
EIRLYS	5
HIGHCLERE	45
SUGAR MAGNOLIA	12
SANCTUARY AT WEDDINGTON	8
THE WOODS	204
VINTAGE CREEK	90
	TOTAL 406
RECENTLY SUBMITTED SUBDIVISIONS	LOTS
ASCOT ESTATES	6
ATHERTON ESTATES	130
GRAHAM HALL	6
THE HAVEN	48
	TOTAL 190
ALL SUBDIVISIONS	1399

UNDEVELOPED

2
90
10
5
5
21
10
35
15
3
5
8
24

233

UNDEVELOPED

16
10
16
5
45
12
8
204
90

406

UNDEVELOPED

6
130
6
48

190

829

SUBDIVISION NAME	DATE FINAL PLAT	TOTAL LOTS
Highgate, Phase II Maps 4 & 5	2/9/2004	89
Hadley Park	8/9/2004	62
Providence Forest	11/18/2004	138
Highgate, Phase III	2/14/2005	23
Meadows at Weddington, Phase I	3/14/2005	30
Stratford Hall	5/9/2005	34
Lake forest Prserve, Phase 1A & 1B	5/9/2005	211
Weddington Heights, Phase IIIA & B	6/13/2005	8
Stratford on Providence, Phase IV	7/11/2005	99
Meadows at Weddington, Phase II	7/11/2005	SEE ABOVE
Waybridge, Phase I, Map 1	10/10/2005	45
Waybridge, Phase I, Map 2	1/9/2006	SEE ABOVE
Lake forest Prserve, Phase II	11/10/2006	SEE ABOVE
Avery	9/11/2006	6
Potters Creek Estate II	10/9/2006	23
Bard**	12/11/2006	16
Eirlys	1/8/2007	5
Falcon Place/Devonridge	1/8/2007	37
Bulah Oaks	3/12/2007	9
The Retreat	5/12/2008	9
Preserve at Brookhaven, Phase I Map I	4/9/2007	33 total
The Woods **	5/14/2007	204 total
Williamsburg Phase II	5/14/2007	40
Bromley Maps 2-4	7/9/2007	120 total
Bonner Oaks	9/10/2007	10
Bromley Map 5	6/9/2008	6
Hedgemore	3/25/2008	4
		<hr/> 1261 Total Lots
	Prelim appr.	
Annecy*	on hold	48
Crown Estates at Lochaven**	6/18/2007	18
Sanctuary at Weddington*	2/11/2008	13
Groome*	hold	24
Sugar Magnolia*	4/14/2008	12
		115

R-80, R-60 single-family districts:

Permitted uses.

- a. Single-family dwellings.
- b. Mobile homes, classes A and B.
- c. Agricultural uses. Structures housing poultry or livestock and waste removed from any structure shall be located no closer than 150 feet from any property line except that structures housing horses shall be located no closer than 60 feet from any property line. Corrals for bovine and equine animals are exempt from these setbacks.
- d. Horse farm or academy. Structures housing horses shall be located no closer than 60 feet from any property line. Waste removed from any such structure shall be located no closer than 150 feet from any property line.
- e. Family care home for up to six clients, provided that such home is not located within a one-half mile radius from an existing family care home.
- f. Essential services, classes I and IV.
- g. Customary home occupations in accordance with section 58-7
- h. Day care centers, small group.

Conditional uses.

- a. Churches, synagogues and other places of worship, and their customary related uses.
- b. Public and private schools serving all grades, including preschool facilities.
- c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
- d. Country clubs, fraternal, social and other civic organizations.
- e. Emergency governmental service facilities, including police, fire and rescue.
- f. Cemeteries.
- g. Essential services, classes II and III.
- h. Clubs.
- i. Community centers.
- j. Public parks and recreational facilities.
- k. Private airstrips (additional conditions).

- l. Telecommunication towers.
- m. Libraries.
- n. Planned residential developments, subject to the requirements of section 58-23
- o. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- p. Government or town facility.
- q. Land application of biosolids.
- r. Agritourism.

R-40 single-family district:

Permitted uses.

- a. All permitted uses in the R-60 zoning district.
- b. Open space.

Conditional uses.

- a. Churches, synagogues and other places of worship, and their customary related uses.
- b. Public and private schools serving all grades, including preschool facilities.
- c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
- d. Country clubs, fraternal, social and other civic organizations.
- e. Emergency governmental service facilities, including police, fire and rescue.
- f. Cemeteries.
- g. Essential services, classes II and III.
- h. Clubs.
- i. Community centers.
- j. Public parks and recreational facilities.

- k. Private airstrips (additional conditions).
- l. Telecommunication towers.
- m. Libraries.
- n. Planned residential developments, subject to the requirements of section 58-23
- o. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- p. Government or town facility.
- q. Land application of biosolids.
- r. Agritourism.

R-CD residential conservation district:

Permitted uses.

- a. Single-family dwellings.
- b. Agricultural uses. Structures housing poultry or livestock (other than horses) and waste removed from any structure shall be located no closer than 150 feet from any property line except that structures housing horses shall be located no closer than 60 feet from any property line. Corrals for bovine and equine animals are exempt from these setbacks.
- c. Horse farm and academy. Structures housing horses shall be located no closer than 60 feet from any property line. Waste removed from any such structure shall be located no closer than 150 feet from any property line.
- d. Family care home for up to six clients, provided such home is not located within a one-half-mile radius from an existing family care home.
- e. Essential services, classes I and IV.
- f. Customary home occupations in accordance with section 58-7
- g. Day care centers, small group.
- h. Habitat preserve or other similar conservation use.

- i. Conventional subdivisions, provided that a minimum of ten percent of the gross area, exclusive of any required minimum 50-foot buffers along thoroughfares, of the subdivision consists of common open space. The ten percent open space requirement shall not apply in conventional subdivisions where each of the resultant lots has an area that equals or exceeds five acres. Any further subdivision of the tract into lots less than five acres in size shall require ten percent open space. Any such open space areas as herein provided, shall consist of principally viewsheds from the road, where applicable. Where a viewshed is not appropriate, open space shall consist of primary and/or secondary conservation lands, to the extent that they are found on the tract in question and shall be subject to the provisions of subsections (3)g—i and (4)h. of this section.

Conditional uses.

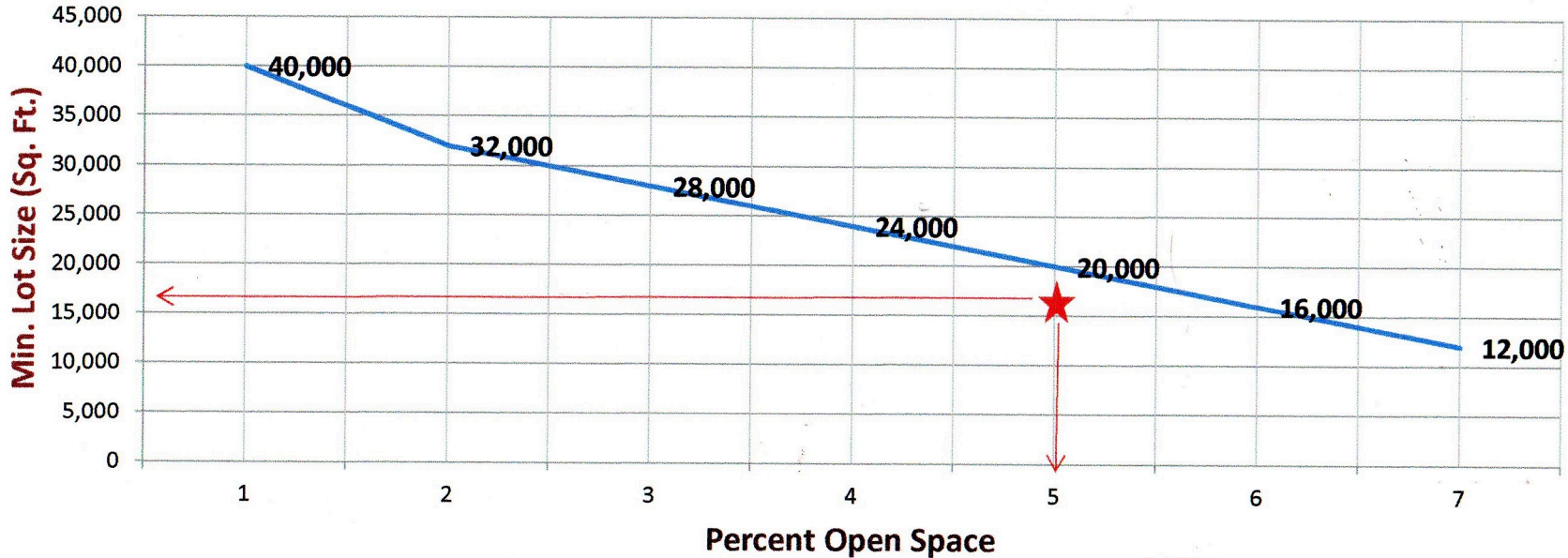
- a. Churches, synagogues and other places of worship, and their customary related uses.
- b. Public and private schools serving all grades, including preschool facilities.
- c. Golf courses, parks, playgrounds and community recreational centers (both public and private).
- d. Country clubs, fraternal, social and other civic organizations.
- e. Emergency governmental service facilities, including police, fire and rescue.
- f. Cemeteries.
- g. Essential services, classes II and III.
- h. Clubs.
- i. Community centers.
- j. Public parks and recreational facilities.
- k. Private airstrips (additional conditions).
- l. Telecommunication towers.
- m. Libraries.
- n. Planned residential developments, subject to the requirements of section 58-23
- o. Amateur radio towers. An amateur radio tower may also be located on a lot that contains another principal use or structure. In no instance, however, shall the amateur radio tower be located in the front yard of a lot containing another principal structure.
- p. Government or town facility.
- q. Land application of biosolids.

r. Agritourism.

Open Space	10%	20%	30%	40%	50%	60%	70%
Minimum Sq. F	40,000	32,000	28,000	24,000	20,000	16,000	12,000

RCD Sub Division

Minimum Lot Size Vs. Open Space



QUESTIONS:

- 1.) Does a sliding scale provide developers more or less flexibility?
- 2.) Should the minimum lot size be raised to 16,000 sq. ft.?
- 3.) Should there be an average lot size of 16,000 sq. ft. with a minimum of 14,000 sq. ft. ?
- 4.) Is everything working OK, don't do anything?
- 5.) Other discussion points?

Traditional subdivision

100 acres yields approximately 78 homes after reduction for 10 acres of open space, and approximately 12 acres for entranceway, roads, etc.

Current Conservation Subdivisons

100 acres

50 acres buildable
-12 acres
=38 acres for 78 homes

50 acres conservation land

38 x 40,000=1,520,000 sq ft available for the 78 homes
or approximately 19,500 sq ft per building lot maximum

Suggest raising the minimum lot size to 16,000 sq ft to allow flexibility in lot layout considering where the building pad will be placed on the lots.

Consider creating another option of about 1/3 open space calling it 35%

100 acres

65 acres buildable
-12 acres
=53 acres for 78 homes

35 acres conservation land

53 x 40,000=2,120,000 sq ft available for the 78 homes
or approximately 27,000 sq ft per building lot maximum

Suggest using a minimum lot size of 24,000 sq ft for the same reasons as above.
Building setback would need to be established.

Comparison of ratios of per 1000 of sq ft to number of acres buildable

40/90=0.44 24/65=0.37 16/50=0.32

Subdivision	Lots	Total Sq. Ft. all lots	Avg. Lot Size	Smallest Lot Size
Gardens on Providence	29	532,085	18,348	17,293
Hadley Park	62	1,154,340	18,618	15,072
Highclere	45	1,016,988	22,600	16,434
Highgate	92	2,213,501	24,060	15,202
Lake Forest Preserve	146	2,681,205	18,364	15,681
Preserve at Brookhaven	34	567,543	16,692	14,854
Providence Forest	38	706,238	18,585	15,943
Stratford Hall	35	724,402	20,697	15,246
Vintage Creek	90	1,380,850	15,343	12,000
Total	571	10,977,152		

NORTH CAROLINA

MECKLENBURG COUNTY

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”), the Town of Weddington (hereinafter “Weddington”), the Village of Marvin (hereinafter “Marvin”) and the Town of Stallings, being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter “Act”) authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Weddington, Marvin, or Stallings.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Union County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is July 1, 2004.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other affected party(ies) of the proposed annexation. Such notice shall describe the area to be annexed by a legible map,

clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Weddington, Marvin, and Stallings waive the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Weddington, Marvin, or Stallings may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Weddington does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Weddington of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Weddington, whichever date is later.

f) So long as Marvin does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Marvin of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Marvin, whichever date is later.

g) So long as Stallings does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Stallings of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Stallings, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. a) Under no circumstances may this Agreement be construed to create any rights or obligations between Weddington and Marvin, between Weddington and Stallings or between Marvin and Stallings. It is the intent and purpose of the parties to create rights and obligations only between Charlotte and Weddington, between Charlotte and Marvin and between Charlotte and Stallings. Notwithstanding the foregoing, this Agreement shall not take effect until and unless it is duly approved and executed by all parties.

b) Except as herein expressly set forth, the Annexation Agreement between Charlotte and Weddington effective January 1, 1986 shall remain in full force and effect. The annexation agreement among Charlotte, Weddington and Marvin effective January 1, 1996 is terminated as of the effective date of this Agreement.

8. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

9. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

10. a) The provisions of this Agreement applicable to Charlotte and Weddington may only be amended or terminated upon the written agreement of Charlotte and Weddington, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Weddington and spread upon their respective minutes.

b) The provisions of this Agreement applicable to Charlotte and Marvin may only be amended or terminated upon the written agreement of Charlotte and Marvin, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Marvin and spread upon their respective minutes.

c) The provisions of this Agreement applicable to Charlotte and Stallings may only be amended or terminated upon the written agreement of Charlotte and Stallings, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Stallings and spread upon their respective minutes.

11. There is currently some uncertainty as to the location of a portion of the Union County/Mecklenburg County Line (the "County Line"), and it is anticipated that the County Line could change in the future from its current location. If the location of the County Line is changed in accordance with applicable law:

a) Nothing herein shall be deemed to affect the validity of any annexation by any party, the effective date of which preceded the effective date of the government action which changed the County Line;

b) The area that is described in Exhibits A and B shall be altered, upon the effective date of the change of the County Line and shall be governed by the location of the changed County Line, without the necessity of amending this Agreement; and

c) It is the intent of the parties that no annexation area subject to this Agreement should be located in both Mecklenburg and Union Counties ("Post Agreement Annexation Area"). If any change in the County Line occurs that results in any portion of a party's Post Agreement Annexation Area being located in both Mecklenburg and Union Counties, all parties agree to support and endorse the enactment of legislation by the North Carolina General Assembly as soon as reasonably possible that would cause the boundaries of any party's Post

Agreement Annexation Area to follow the changed County Line so that no Post Agreement Annexation Area is located in both Mecklenburg and Union Counties. Each party acknowledges that the provisions of this subparagraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Deputy City Attorney

TOWN OF WEDDINGTON

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

VILLAGE OF MARVIN

Mayor

ATTEST:

Village Clerk

APPROVED AS TO FORM:

Village Attorney

TOWN OF STALLINGS

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

That certain three mile wide portion of Mecklenburg County which is contiguous with the Union County/Mecklenburg County Line (the "County Line"), and extending in a generally Northwesterly direction into Mecklenburg County for a distance of three miles. The Northeasterly boundary of said portion is formed by a line which begins at the point of intersection of the northerly right-of-way margin of Pleasant Plains Road and the County Line and extends in a Northwesterly direction that is perpendicular to the portion of the County Line immediately adjacent to said point of intersection. The Northwesterly boundary of said portion is formed by a line which is Northwest of, parallel to and 3 miles distant from the County Line. The Southwesterly boundary of said portion is formed by the North Carolina/South Carolina State Line. The Southeasterly boundary of said portion is formed by the County Line.

EXHIBIT B

That certain three mile wide portion of Union County which is contiguous with the Union County/Mecklenburg County Line (the "County Line"), and extending in a generally Southeasterly direction into Union County for a distance of three miles. The Northeasterly boundary of said portion is formed by a line which begins at the point of intersection of the northerly right-of-way margin of Pleasant Plains Road and the County Line and extends in a Southeasterly direction that is perpendicular to the portion of the County Line immediately adjacent to said point of intersection. The Southeasterly boundary of said portion is formed by a line which is Southeast of, parallel to and 3 miles distant from the County Line. The Southwesterly boundary of said portion is formed by the North Carolina/South Carolina State Line. The Northwesterly boundary of said portion is formed by the County Line.

ANNEXATION AGREEMENTS

Frequently Asked Questions

What is an “annexation agreement”?

Laws passed in the 1980’s⁽¹⁾ and 1990’s authorized NC municipalities to enter into annexation agreements with neighboring municipalities in order to “enhance planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities...in order to designate...areas which are not subject to annexation by one or more of the participating municipalities”. In short, the agreements establish mutually-agreeable boundaries or outer limits for future annexations among participating municipalities.

What is involved in getting an annexation agreement approved?

Both participating municipalities must agree to the terms and conditions in a proposed agreement, most notably upon the outer geographic limits or common boundaries (that must coincide and not overlap) of future annexation. A clear description of the boundary becomes part of the agreement. Other terms (such as the length of the agreement, notification requirements, etc.) may also be included. The agreement is subject to public hearings and an affirmative vote of both municipalities’ governing bodies.

What are the benefits of annexation agreements?

Annexation agreements ensure enhanced coordination between and among neighboring jurisdictions with respect to annexation. Lacking such agreements, annexation by adjoining jurisdictions can be governed by the requests of individual property owners and ultimately by an unhealthy competitive “who can get there first” philosophy. Adjoining municipalities lacking such agreements are frequently characterized by irregular and illogical municipal boundaries, frequently exhibiting “hopscotch” annexation and incorporation, resulting in confusing and inefficient delivery of municipal services, and citizenry unsure of service providers’ responsibilities. Owners of properties in adjoining unincorporated areas are unaware of which municipality may ultimately annex their properties and under whose laws and ordinances they will ultimately fall, and may opt to request voluntary annexation into the municipality whose laws and ordinances are perceived as being most “favorable”.

How are annexation agreements affected by the 2011 and 2012 legislative changes to annexation?

Annexation agreements (existing and future) are unaffected by the 2011 and 2012 state annexation legislation. However, the presence of annexation agreements (demonstrating inter-municipal cooperation) in this region may signify to some lawmakers that any additional modifications to annexation authority that may be contemplated may be unwarranted or unnecessary as it applies to the Charlotte region. In the event that state lawmakers proceed with legislatively extending municipal limits, the sphere boundaries mutually established by adjoining municipalities (as incorporated in these annexation agreements) could be very important in determining the ultimate municipal boundaries as established by state law.

Some say that with the 2011 and 2012 legislation, annexation is a thing of the past; why are annexation agreements still important?

While the 2011 and 2012 annexation laws will make annexation more of a challenge, they do not preclude municipalities from annexing in the future. It should also be noted that voluntary annexations are relatively unaffected by the recent legislation.

Why is it important to devote time now to renewing annexation agreements when it doesn't expire until 2014?

If there is an opportunity, need, or desire to adjust any of the wording in the annexation agreements in order to better reflect current or future needs, time will be required to reach agreement on such terms with neighboring jurisdictions.

- (1) Chapter 953 of 1983 Session Laws; Part 6, Article 4A of Chapter 160A of the NC General Statutes
- (2) Chapter 161 of 1991 Session Laws

Weddington Cluster Distances and Students

SUBDIVISION	Current		Proposed		13/14 Students
	Schools	Miles	Schools	Miles	
Anniston Grove	Weddington MS	3.9	Sun Valley MS	4.7	WCES
	Weddington HS	3.9	Sun Valley HS	5.7	WCES
Arlington Downs	Antioch ES	3.5	Stallings ES	3.0	7
	Weddington MS	7.6	Porter Ridge MS	10.3	4
	Weddington HS	8.2	Porter Ridge HS	10.2	6
Avery	Weddington ES	3.9	Antioch ES	3.2	0
Baron & Gruhn Farms	Weddington ES	3.8	Antioch ES	3.1	1
Beulah Oaks	Weddington ES	3.2	Antioch ES	2.0	2
Blackstone	Weddington MS	2.3	Sun Valley MS	4.1	WCES
	Weddington HS	2.3	Sun Valley HS	5.1	WCES
Bromley	Weddington ES	3.0	Antioch ES	3.0	4
The Brooks	Weddington MS	3.7	Sun Valley MS	3.3	WCES
	Weddington HS	3.7	Sun Valley HS	4.2	WCES
Callonwood	Antioch ES	3.0	Indian Trail ES	2.7	93
	Weddington MS	7.4	Sun Valley MS	5.0	47
	Weddington HS	8.0	Sun Valley HS	5.0	44
Camelia Park	Antioch ES	3.8	Stallings ES	2.9	6
	Weddington MS	7.6	Porter Ridge MS	9.9	8
	Weddington HS	8.5	Porter Ridge HS	9.9	9
Canterfield	Weddington MS	2.3	Sun Valley MS	5.1	WCES
	Weddington HS	2.3	Sun Valley HS	6.0	WCES
Cedar Hill	Weddington MS	4.0	Sun Valley MS	3.3	WCES
	Weddington HS	4.0	Sun Valley HS	4.2	WCES
Chestnut Place	Antioch ES	1.7	Indian Trail ES	2.0	46
	Weddington MS	5.9	Sun Valley MS	4.4	24
	Weddington HS	5.9	Sun Valley HS	4.4	32
Cobblestone	Wesley Chapel ES	2.4	Weddington ES	2.4	9
Court Square	Weddington MS	3.9	Sun Valley MS	3.5	WCES
	Weddington HS	3.9	Sun Valley HS	4.4	WCES
Estates at Callonwood	Antioch ES	1.4	Indian Trail ES	2.5	59
	Weddington MS	5.6	Sun Valley MS	4.8	34
	Weddington HS	5.6	Sun Valley HS	4.8	18
Estates at Wesley Oaks	Weddington MS	4.1	Sun Valley MS	4.2	WCES
	Weddington HS	4.1	Sun Valley HS	5.1	WCES
Fox Fire Estates	Weddington MS	3.5	Sun Valley MS	2.8	WCES
	Weddington HS	3.5	Sun Valley HS	3.7	WCES
Gatewood	Weddington ES	1.8	Antioch ES	3.6	8
Goldmine	Weddington MS	5.4	Sun Valley MS	2.9	WCES
	Weddington HS	5.4	Sun Valley HS	3.8	WCES
Hampton Meadows	Wesley Chapel ES	1.8	Rocky River ES	2.5	27
	Weddington MS	5.1	Monroe MS	7.6	15
	Weddington HS	5.1	Monroe HS	8.1	27
Heather Glen	Weddington MS	4.0	Sun Valley MS	3.2	WCES
	Weddington HS	4.0	Sun Valley HS	4.1	WCES
Highgate	Weddington ES	3.4	Antioch ES	3.8	29

**Weddington Cluster
Distances and Students**

Houston Farms	Weddington MS	3.9	Sun Valley MS	2.5	WCES
	Weddington HS	3.9	Sun Valley HS	3.5	WCES
Hunters Pointe	Weddington MS	4.1	Sun Valley MS	4.9	WCES
	Weddington HS	4.1	Sun Valley HS	5.5	WCES
Kings Grant	Weddington MS	4.2	Sun Valley MS	2.2	WCES
	Weddington HS	4.2	Sun Valley HS	3.1	WCES
Lake Providence East	Weddington MS	3.4	Sun Valley MS	4.3	WCES
	Weddington HS	3.4	Sun Valley HS	5.3	WCES
Lindenwood	Weddington MS	2.0	Sun Valley MS	4.2	WCES
	Weddington HS	2.0	Sun Valley HS	5.2	WCES
Meadowmere	Weddington MS	3.9	Sun Valley MS	4.8	WCES
	Weddington HS	3.9	Sun Valley HS	5.7	WCES
Pilgrim Forest	Weddington MS	4.8	Sun Valley MS	2.6	WCES
	Weddington HS	4.8	Sun Valley HS	3.5	WCES
Potters Bluff	Weddington MS	4.4	Sun Valley MS	3.9	WCES
	Weddington HS	4.4	Sun Valley HS	4.8	WCES
Potters Trace	Weddington MS	4.2	Sun Valley MS	3.8	WCES
	Weddington HS	4.2	Sun Valley HS	4.7	WCES
Price Mill	Weddington MS	3.3	Sun Valley MS	3.1	WCES
	Weddington HS	3.3	Sun Valley HS	4.0	WCES
Providence Forest Estates	Weddington ES	4.4	Antioch ES	3.7	14
Providence Hills	Antioch ES	3.0	Indian Trail ES	3.3	10
	Weddington MS	7.2	Sun Valley MS	5.6	12
	Weddington HS	7.2	Sun Valley HS	5.6	22
Providence Woods South	Weddington ES	3.7	Antioch ES	1.6	23
Quintessa	Weddington MS	2.7	Sun Valley MS	4.0	WCES
	Weddington HS	2.7	Sun Valley HS	4.9	WCES
Sheridan	Weddington MS	4.6	Sun Valley MS	1.9	WCES
	Weddington HS	4.6	Sun Valley HS	2.8	WCES
Spring Hill	Antioch ES	2.6	Indian Trail ES	2.3	28
	Weddington MS	6.8	Sun Valley MS	4.7	14
	Weddington HS	6.8	Sun Valley HS	4.7	17
Twin Cedars	Weddington MS	4.2	Sun Valley MS	3.1	WCES
	Weddington HS	4.2	Sun Valley HS	4.0	WCES
Waybridge	Weddington ES	2.6	Antioch ES	3.0	11
Weddington Heritage	Weddington ES	2.2	Antioch ES	3.0	5
Weddington Downs	Weddington ES	2.1	Antioch ES	3.1	8
Weddington Manor	Weddington ES	3.8	Antioch ES	3.2	2
Weddington Oaks	Weddington ES	2.6	Antioch ES	2.2	10
Weddington Woods	Weddington ES	3.6	Antioch ES	3.0	1
Wellington Place	Weddington MS	4.5	Sun Valley MS	5.3	WCES
	Weddington HS	4.5	Sun Valley HS	6.2	WCES
Wellington Woods	Weddington MS	4.5	Sun Valley MS	5.3	WCES
	Weddington HS	4.5	Sun Valley HS	6.2	WCES
Wendover at Curry Place	Antioch ES	2.9	Indian Trail ES	2.3	20
	Weddington MS	7.0	Sun Valley MS	4.6	10
	Weddington HS	7.0	Sun Valley HS	4.6	18

**Weddington Cluster
Distances and Students**

Wensley Park	Wesley Chapel ES	1.6	Rocky River ES	2.7	9
	Weddington MS	4.9	Monroe MS	8.0	6
	Weddington HS	4.9	Monroe HS	8.3	9
Wesley Chase	Weddington MS	2.2	Sun Valley MS	4.9	WCES
	Weddington HS	2.2	Sun Valley HS	5.8	WCES
Wesley Downs	Weddington MS	4.7	Sun Valley MS	2.7	WCES
	Weddington HS	4.7	Sun Valley HS	3.6	WCES
Wesley Estates	Weddington MS	4.4	Sun Valley MS	3.9	WCES
	Weddington HS	4.4	Sun Valley HS	4.8	WCES
Wesley Glen	Weddington MS	4.5	Sun Valley MS	2.8	WCES
	Weddington HS	4.5	Sun Valley HS	3.7	WCES
Wexford	Weddington MS	4.7	Sun Valley MS	2.2	WCES
	Weddington HS	4.7	Sun Valley HS	3.1	WCES
Williamsburg	Weddington ES	2.6	Antioch ES	2.6	16
Willow Oaks	Weddington ES	3.2	Antioch ES	2.0	21
Winding Creek	Weddington MS	5.3	Sun Valley MS	4.8	WCES
	Weddington HS	5.3	Sun Valley HS	5.7	WCES

Weddington Cluster Data

Watch Level	Cap Level	ADM	Forecast 20th Day ADM				
			2013-2014	2014-2015	2015-2016	2016-2017	2017-2018

Before Reassignment

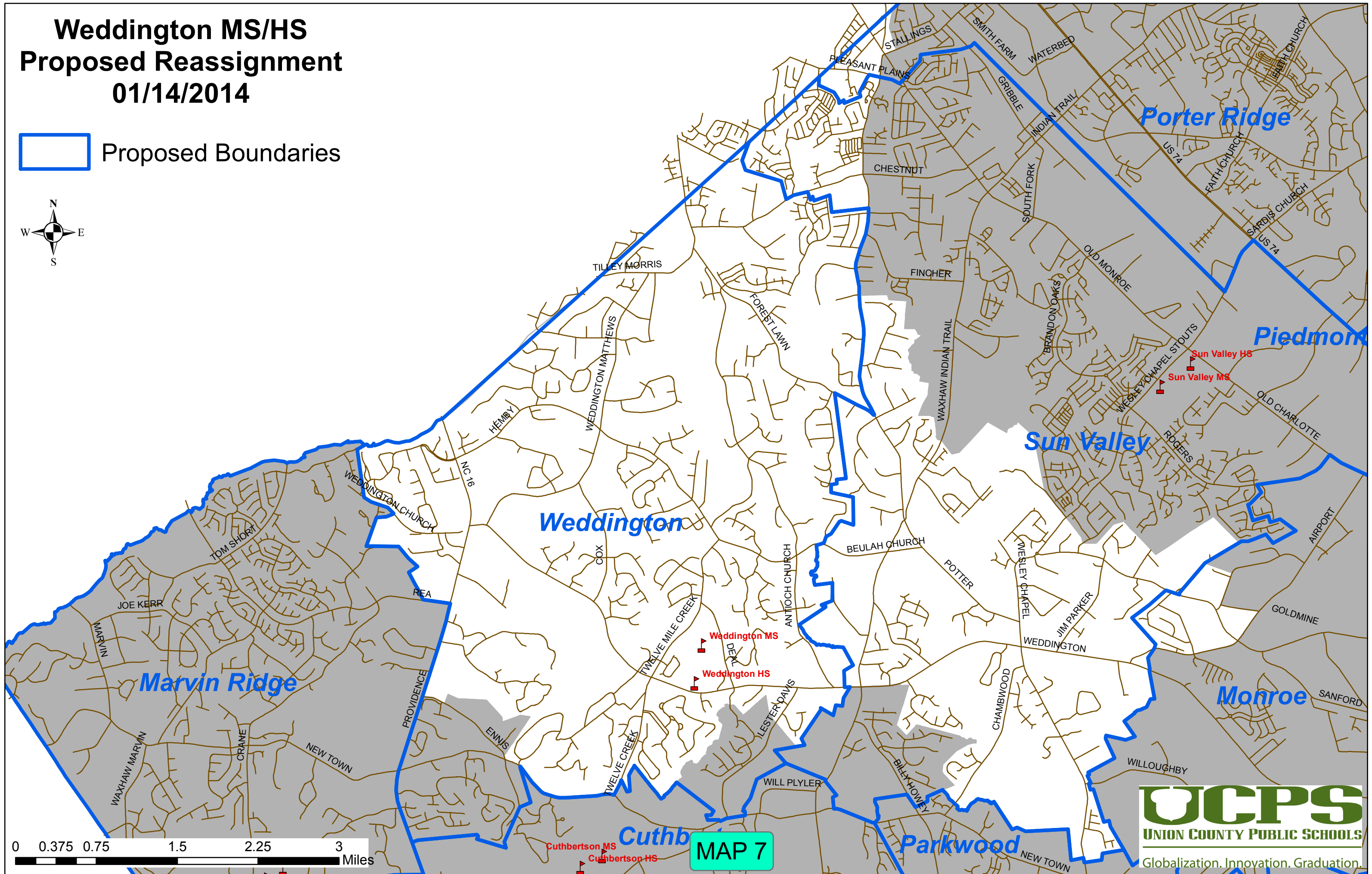
Antioch ES	904	1000	844	860	839	847	825	817
Weddington ES	904	1000	725	783	800	825	789	800
Wesley Chapel ES	770	870	515	510	491	485	485	486
Weddington MS	1150	1250	1152	1198	1292	1286	1350	1280
Weddington HS	1600	1700	1440	1473	1499	1599	1632	1747

After Reassignment

Antioch ES	904	1000	844	760	739	747	725	717
Weddington ES	904	1000	725	815	832	857	821	832
Wesley Chapel ES	770	870	515	661	642	636	636	637
Weddington MS	1150	1250	1152	1021	1115	1109	1173	1103
Weddington HS	1600	1700	1440	1328	1268	1368	1401	1516


Weddington MS/HS Proposed Reassignment 01/14/2014

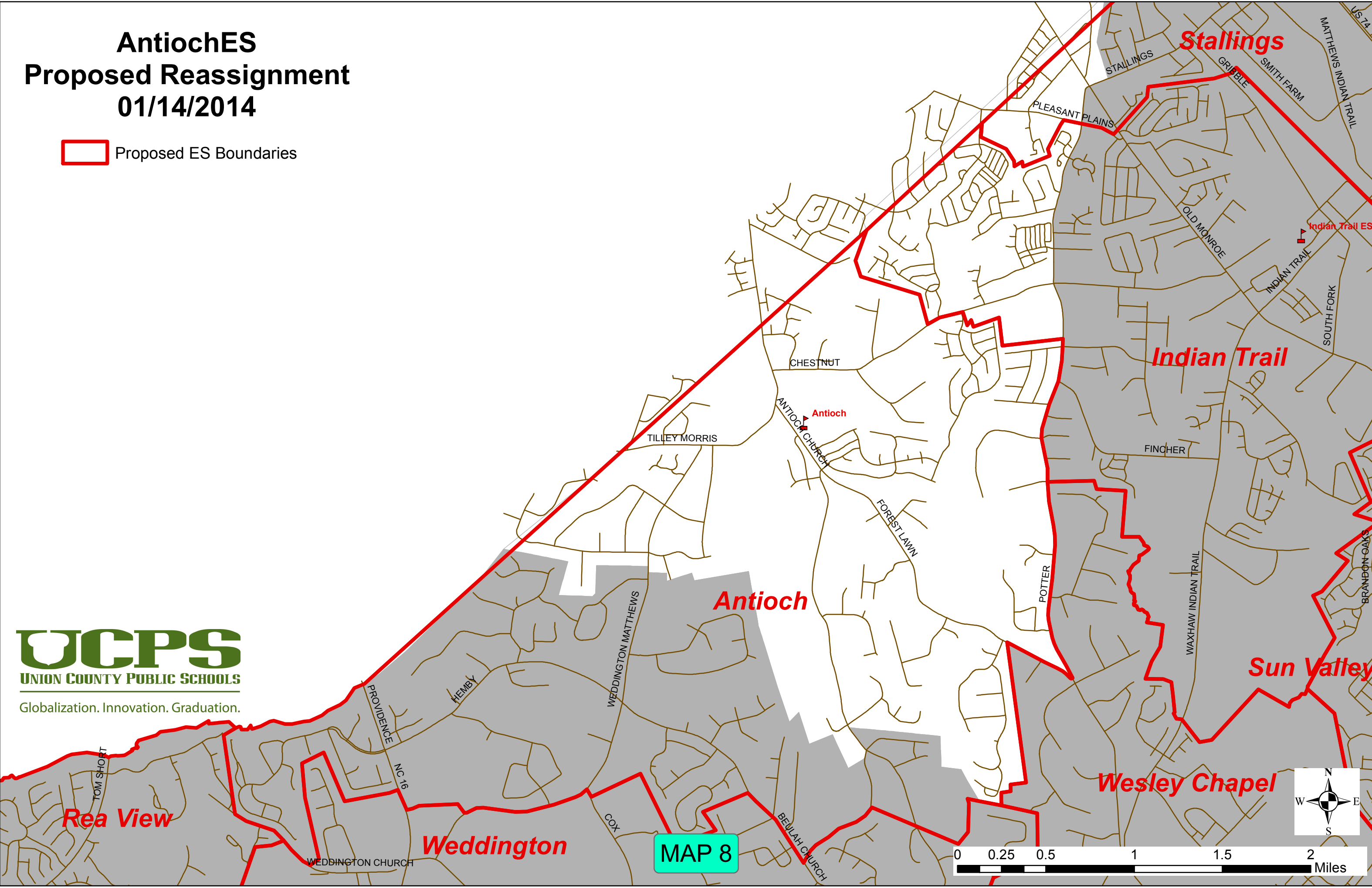
 Proposed Boundaries



MAP 7

AntiochES Proposed Reassignment 01/14/2014


 Proposed ES Boundaries

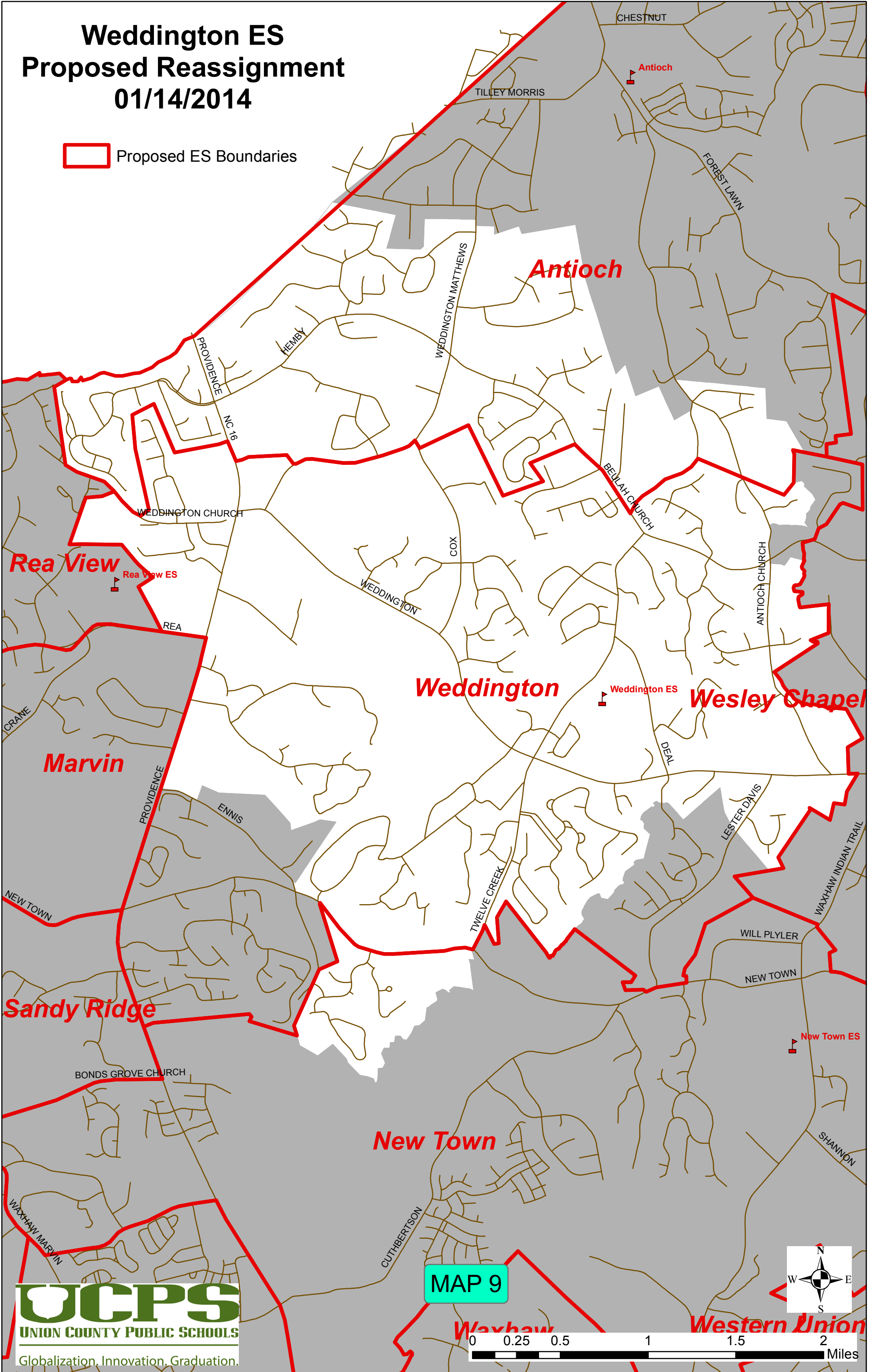


MAP 8

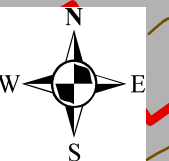


Weddington ES Proposed Reassignment 01/14/2014


 Proposed ES Boundaries

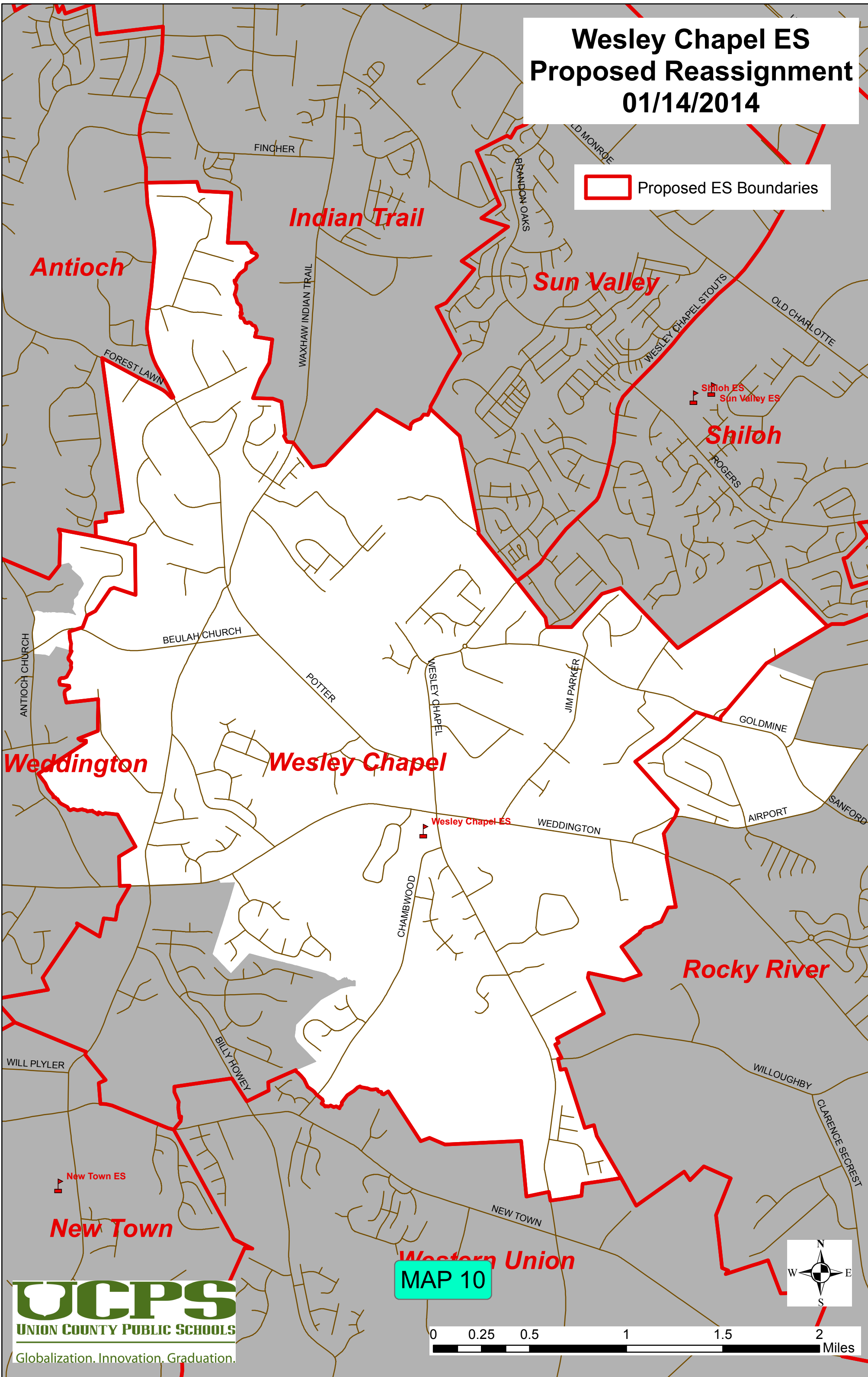


MAP 9



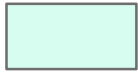

Wesley Chapel ES Proposed Reassignment 01/14/2014

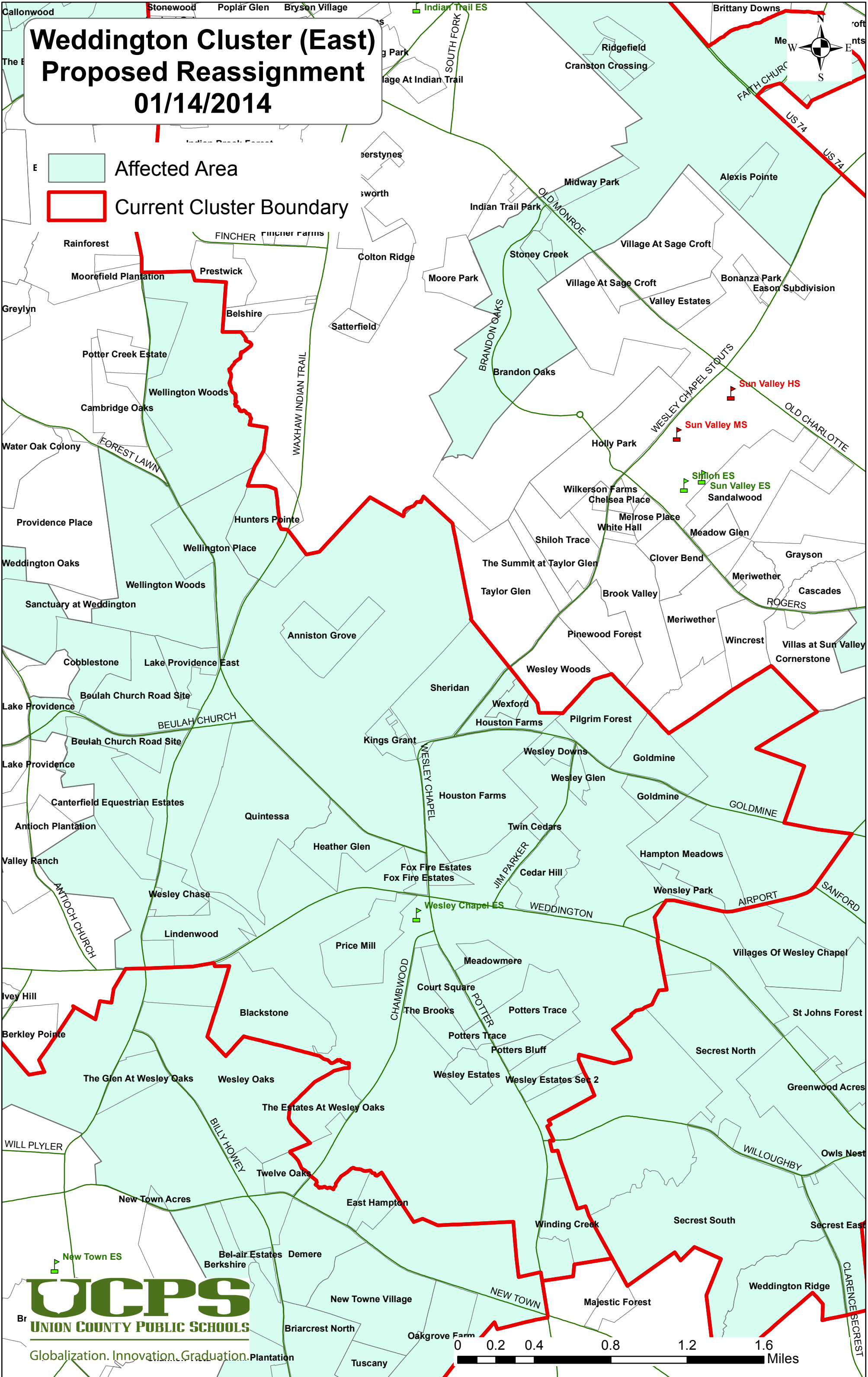
 Proposed ES Boundaries



MAP 10

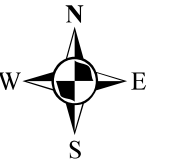
Weddington Cluster (East) Proposed Reassignment 01/14/2014



-  Affected Area
-  Current Cluster Boundary

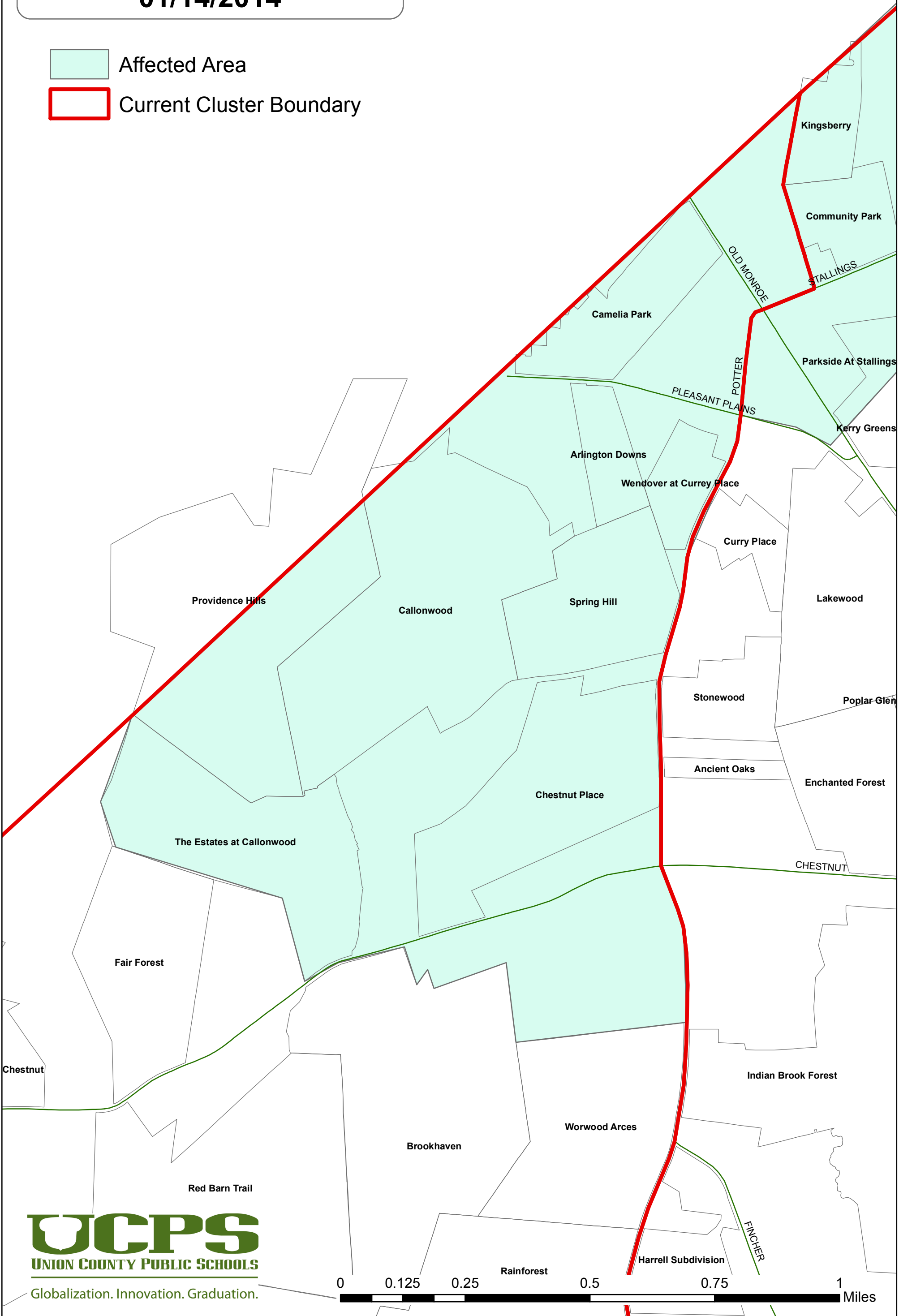


Globalization. Innovation. Graduation. Plantation

Weddington Cluster (North) Proposed Reassignment 01/14/2014

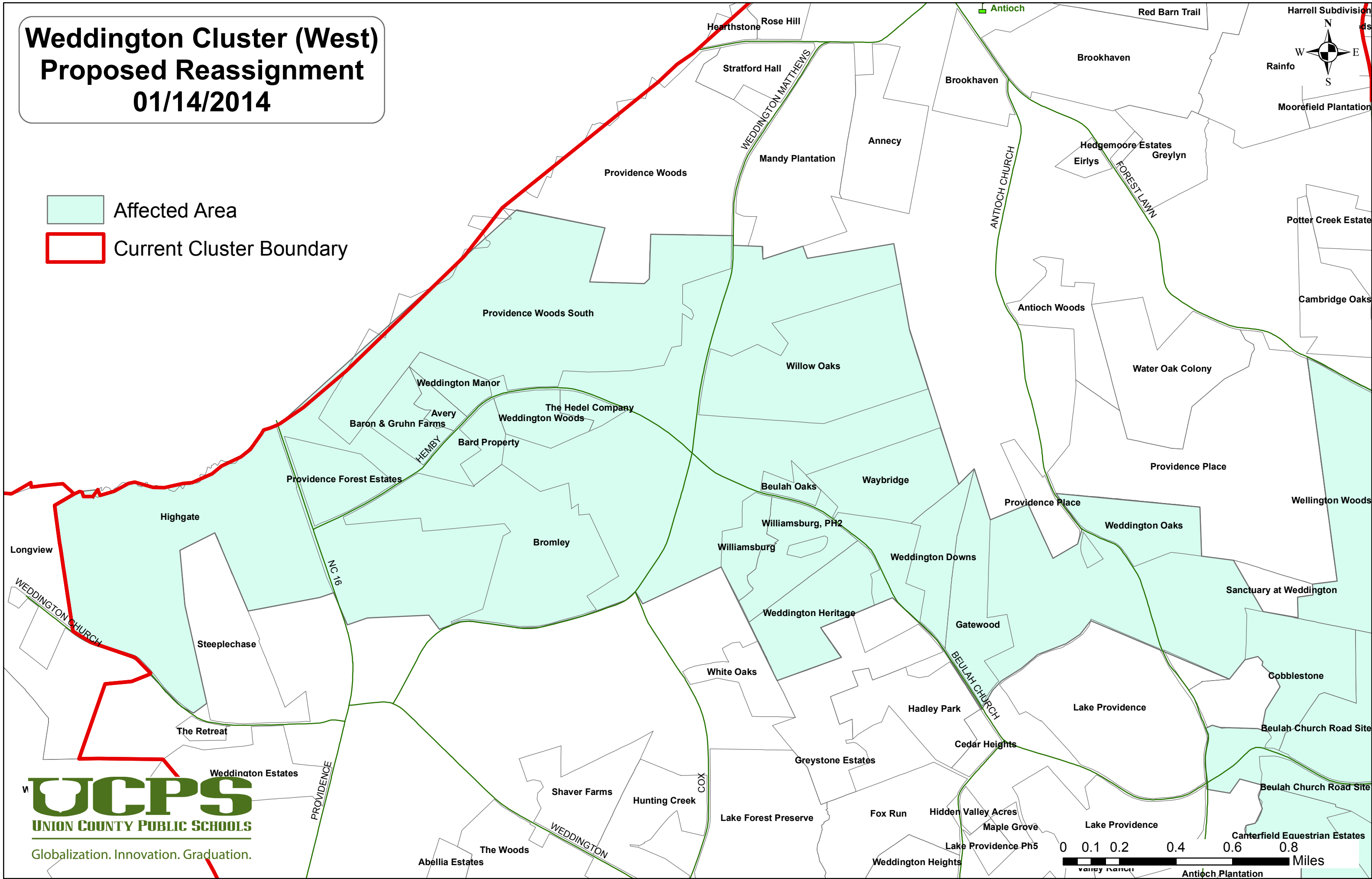
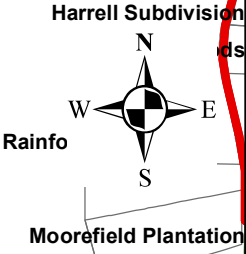


-  Affected Area
-  Current Cluster Boundary

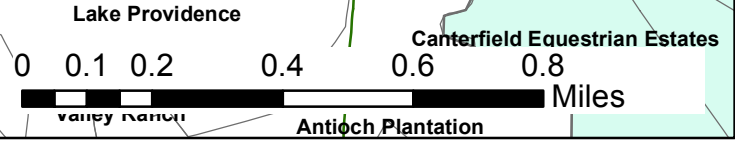


Weddington Cluster (West) Proposed Reassignment 01/14/2014

- Affected Area
- Current Cluster Boundary



UCPS
UNION COUNTY PUBLIC SCHOOLS
Globalization. Innovation. Graduation.



STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT, made and entered into this 13th day of July, 1999, by and among Union County, North Carolina, hereinafter referred to as "Union," the Town of Weddington, North Carolina, hereinafter referred to as the "Town," and the Sheriff of Union County, hereinafter referred to as the "Sheriff."

WITNESSETH

WHEREAS, the Sheriff provides law enforcement protection within the municipal limits of the Town of Weddington; and

WHEREAS, the Town desires to increase the level of law enforcement protection traditionally provided by the Sheriff; and

WHEREAS, pursuant to North Carolina General Statute 160A-160 et. seq., Union, the Town, and the Sheriff have agreed upon an arrangement for the purpose of providing additional law enforcement services to the Town, and desire to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. The Sheriff agrees to station three (3) Deputy Sheriffs within the municipal limits of the Town of Weddington, each for a period of one hundred sixty-one (161) hours per 28-day cycle. It is the intent of this Agreement that the schedule of hours worked within each cycle shall be as determined by the Sheriff. The respective work periods shall be reduced by vacation, sick leave, overtime and such other allowance required by the Union County Personnel Resolution, as amended or superseded, or required by State or Federal law.

In the event the Sheriff has assisted the Town in the successful application for a State or federal grant for the purpose of financing all or any part of the law enforcement services provided pursuant to this Agreement, then in such event the Sheriff agrees to exercise his best efforts to administer any such grant in accordance with its rules and regulations and to assist compliance by the Town with applicable grant terms.

2. The Deputy Sheriffs assigned to be within the municipal limits of the Town of Weddington shall patrol and answer calls only within the Town limits except as follows:
 - A. The Deputy Sheriffs may respond to any law enforcement emergencies, including but not limited to burglar alarms, anywhere within the patrol zone designated by the Sheriff in which the Town lies.
 - B. The Deputy Sheriffs may respond to other incidents outside of the municipal limits of the Town upon order of the Sheriff or shift supervisor in charge at the time.
3. The Deputy Sheriffs assigned to the Town shall at all times be employees of the Sheriff of Union County, and shall at no time be employees of the Town. The Deputy Sheriffs assigned to patrol the municipal limits of the Town shall be under the exclusive control, direction and supervision of the Sheriff of Union County. Neither the Town nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the Deputy Sheriffs assigned to patrol the Town's municipal limits.
4. Union shall be solely responsible for compensating the Deputy Sheriffs assigned under this Agreement, and shall be exclusively responsible for the provision of those benefits to the Deputy Sheriffs which accrue from the policies and regulations of the Union County Board of Commissioners.
5. The Deputy Sheriffs assigned to patrol the municipal limits of Weddington shall be independent of the Town.
6. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Union County Sheriff's Office.
7. The Town agrees to pay Union an annual amount equal to Ninety Percent (90%) of Union's actual cost for providing services pursuant to this Agreement, which annual amount shall cover services on a fiscal year basis, July 1 to June 30. Union's actual cost shall be determined annually by the Union County Finance Department on the basis of unit cost per Deputy Sheriff multiplied by the number of Deputy Sheriffs providing services pursuant to this Agreement, which amount shall be referred to as the "Contract Price." Not later than April 30 of each year, Union shall provide to the Town the Contract Price for the upcoming fiscal year. The Contract Price shall be paid by the Town, in advance, in four equal installments on the first day of each calendar quarter without receipt of invoice or

other notice from Union that the quarterly payment is due. Prior to execution of this Agreement, Union and the Town have reached agreement as to the Contract Price for the 1999-2000 fiscal year.

8. This Agreement constitutes the entire agreement of the parties. There are no other agreements, oral or written, other than those in this Agreement. Any amendments to this Agreement must be in writing and signed by all parties.
9. The term of this Agreement shall commence July 1, 1999, and shall continue until terminated by either party upon not less than ninety (90) days written notice to the other party.
10. To the extent permitted by applicable law, Union shall hold the Town harmless on account of any claim arising out of the performance by Union, its agents, or employees under the terms of this Agreement.
11. This Agreement shall supersede that agreement between the parties for additional law enforcement services dated July 13, 1998.

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

ATTEST:

UNION COUNTY

By: *Brenda W. Moore*
Clerk to the Board

By: *Gary A. Arnold*
County Manager

ATTEST

TOWN OF WEDDINGTON

By: *Alba A. Silby*
Town Clerk

By: *[Signature]*
Mayor

ATTEST:

SHERIFF OF UNION COUNTY

By: *Janice M. Evans*

By: *[Signature]*

Approved As To Legal Form *JSC*

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

(Town Finance Officer)

WEDDINGTON DEPUTIES

Schedule: Monday through Thursday - 9 a.m. to 9 p.m.
Friday, Saturday and Sunday – 12 p.m. to 12 a.m.
Deputy Gagnon works Monday-Thursday or Tuesday-Friday 6 a.m. to 4:30 p.m.

Deputies: Deputy Wayne Gagnon
Deputy Ryan Hedlund
Deputy Chris Byrum

Note from Deputy Gagnon:

Typically my day consists of patrolling neighborhoods from the time I get in to work in the morning, interrupted by usually false alarms, and an occasional report for a Breaking and Entering or Larceny. While driving around Weddington, there are always traffic violations to handle and most weeks we try to get together with Deputies from Marvin and Wesley Chapel to run LIDAR operations somewhere in Town. We also assist those towns with operations, as well. Some days we have help from the squad on duty, and have 6-8 Deputies writing tickets for speeding.

Overall, Weddington is a safe community, which I attribute to the amount of time spent driving through neighborhoods while most people are at work or school. There is, however, a lot of inattention which results in larcenies. People leave vehicles outside and unlocked, with valuables inside and plainly visible. Garage doors get left open, while no one is around. It should be more of a surprise that stuff isn't missing than when something is missing under these conditions.

A list of each month's call activity is available on the cork board in our office and on the Town website, if anyone would like to see what is going on in Weddington. I have not as yet received the end of year reports, so I can't speak to that issue.

Emergency Management Institute

**COMMUNITY
EMERGENCY
RESPONSE
TEAM**

*FEMA Training for Local
Community Preparedness*



"We will find ways to train and mobilize more volunteers to help when rescue and health emergencies arise."

President George W. Bush



FEMA

<http://training.fema.gov/EMIWeb/CERT/>

Training is designed to cover the following:

Disaster Preparedness

Fire Safety

Disaster Medical Operations–Triage and Treating Life Threatening Injuries

Disaster Medical Operations–Assessment, Treatment, and Hygiene

Light Search and Rescue

Team Organization

Disaster Psychology

Terrorism and CERT

Final Exercise

Sessions require about 20 hours to complete.

For more information about education and training opportunities, contact your local Emergency Manager.



**United States Fire Administration
Emergency Management Institute**



16825 South Seton Avenue
Emmitsburg, MD 21727



About CERT...

The Federal Emergency Management Agency, using the model created by the Los Angeles City Fire Department, began promoting nationwide use of the Community Emergency Response Team (CERT) concept in 1994. Since then, CERTs have been established in hundreds of communities.

CERT training promotes a partnering effort between emergency services and the people that they serve. The goal is for emergency personnel to train members of neighborhoods, community organizations, or workplaces in basic response skills. CERT members are then integrated into the emergency response capability for their area.

If a disastrous event overwhelms or delays the community's professional response, CERT members can assist others by applying the basic response and organizational skills that they learned during training. These skills can help save and sustain lives following a disaster until help arrives. CERT skills also apply to daily emergencies.

CERT members maintain and refine their skills by participating in exercises and activities. They can attend supplemental training opportunities offered by the sponsoring agency and others that further their skills base. Finally, CERT members can volunteer for projects that improve community emergency preparedness.

CERT Training will teach participants to:

1. Describe the types of hazards most likely to affect their homes and communities.
2. Describe the function of CERT and their roles in immediate response.
3. Take steps to prepare themselves for a disaster.
4. Identify and reduce potential fire hazards in their homes and workplaces.
5. Work as a team to apply basic fire suppression strategies, resources, and safety measures to extinguish a burning liquid.
6. Apply techniques for opening airways, controlling bleeding, and treating shock.
7. Conduct triage under simulated conditions.
8. Perform head-to-toe assessments.
9. Select and set up a treatment area.
10. Employ basic treatments for various wounds.
11. Identify planning and size-up requirements for potential search and rescue situations.
12. Describe the most common techniques for searching a structure.
13. Use safe techniques for debris removal and victim extrication.
14. Describe ways to protect rescuers during search and rescue.

Target Audience

- Neighborhoods
- Businesses
- Communities of Faith
- Scouting Organizations
- School Staff/Students
- Clubs/Organizations
- Amateur Radio Emergency Services

2013 PUBLIC SAFETY REQUESTS FROM RETREAT

- Mayor Pro Tem Barry asked that the Committee work with Providence VFD Chief Josh Dye on examining and getting dry hydrants installed in free standing ponds. Councilwoman Hadley advised that the bodies of water would need to be certified and letters of permission would be needed from HOAs if applicable, along with signage at the dry hydrants. Council felt that they should be identified and certified by October 1, 2013. Chairman Smith will work with Councilwoman Hadley on this item.
- Councilmember Thomisser asked that they work with all three fire departments to schedule adult and infant CPR classes and also if one of the fire departments could be available to provide infant/child seat installation training.
- Councilwoman Harrison asked that they study the feasibility of putting a street light at Weddington-Matthews Road and Tilley Morris Road and whether an easement would be needed from Stratford Hall.
- Email alerts to the citizens similar to what was done by former Deputy Ron Honeycutt. Determine the best way to give this information out to the public and see whether this is something that the Town deputies would take on. The public could voluntarily sign up for the public safety notices. Attorney Fox cautioned possible exposure from incomplete or erroneous information. Committee to determine if information will come from the Committee or Deputies.
- Committee to determine how to communicate monthly with the Council on public safety issues.
- Committee to work with deputies on being more visible in the Town and doing more community policing and to encourage them to be more relationship based in the neighborhoods. Committee to possibly do an annual review with the deputies on issues that may need to be addressed.
- Establish schedule for radar trailer.
- Mayor Pro Tem Barry asked that the deputies enforce traffic laws for bicyclists.
- Informing the public of the Map Nimbus program and possibly add some type of link from the Town's website.

GRANTS

Upcoming Grant Training

Wednesday, April 9 – Grant Writing

Wednesday, April 16 – Grants Management

9:30 – 3:30 p.m. – NC Arboretum (Asheville)

Kim had previously started the process of signing the Town up on the following websites to receive information regarding grants: Grants.gov and Foundationcenter.org

Email from Wingate on their Grants Position:

We have a part-time grant administrator. She has been with us about 12 years now. She came from the Sheriff's Office so she has experience in police grants. These are generally what I call smaller grants that are around \$30,000 range. She attends numerous workshops as most are required to apply for the grant. She also takes online grant writing classes from CPCC Community College.

Some of the grants she has secured are:

Rural Center - Town Master Plan - \$40,000

PARTF - to buy park land, equipment & build community center - \$500,000

NCDOT - streetscape and sidewalks safe routes to schools - \$700,000

A few she could not obtain:

NC Small Town Main Street - Usually do not receive funding the first try

Carolina Thread Trail - need to do more community service in order to apply

We have also received larger grants that she did not write the application for. They are just too complicated and required specialized engineers. These were for water-sewer repairs for about \$4 million. We contracted with All American of Mt. Airy to administer these and they charge a certain percentage of total project.

TOWN COUNCIL POLICY ON UTILIZATION OF TOWN ATTORNEY

The Mayor and each member of the Weddington Town Council shall have equal access to the Town Attorney. The Mayor and each Councilmember shall use their discretion when utilizing Town Attorney services since such services are provided on an hourly basis. Should the Mayor or Councilmember (upon consultation with the Town Attorney) determine that a request for Town Attorney legal services will generate legal fees in excess of two (2) hours of an attorney's work product time, then the item shall require prior approval of the Council before the work is performed.

Adopted this 10th day of May, 2010.

Nancy D. Anderson, Mayor

Attest:

Amy S. McCollum, Town Clerk

Permit Changes

Current process: Applicant brings in permit application and usually receives permit while they wait. Town Planner (Jordan) is handling 90% of the permits and Assistant Zoning Administrator (Kim) issues permits when that person is out, sick, or in a meeting, etc. *Process is reversed now since Jordan is only working 20 hours a week.*

Requested process: Applicant emails or hand delivers permit to Town Hall while we are open or through the lockbox, permit is date stamped and issued within 24 hours. Town Planner and Assistant Zoning Administrator would share the responsibility 50/50 to issue permits. This process would move more to the Town Planner during November – January (busiest months of the year for Tax Collector).

Reason for Request: Due to the number of permits requested, Town Planner or Assistant Zoning Administrator is continuously being interrupted which causes problems with productivity. This process would also allow time to review the permit thoroughly and review the ordinance before issuance.

If this change is acceptable, we would notify the public and developers through (email, Facebook, newsletter, Constant Contact) to advise them of new process. Jordan put the question out on the Planner’s Listserve and these are the responses we received.

Permit Turn Around Time					
Town	Same Day	48-72 hours	3 working days	5 working days	Additional comments
Topsail	X				
North-Wilkesboro	X				
Waxhaw		X			
Lowell	X				
Holly Springs				X	
Union County	X				
St. Paul	X				
Laurinburg	X for simple use				1-2 days for single family dwelling or major addition
Raeford	X				
Granite	X				
Perquimans	X				
Butner	X				
Elizabeth City			X		
Graham	X				
Warren	X				
Stallings					If received by noon – ready by 4. After noon, ready by 9 next day
Wesley Chapel	X				
Mineral Springs	X				
Marvin	X				Ordinance allows for 10 days
Wingate					Same Day are within 1 to 2 days

Privilege License Overview

Privilege Licenses can be taxed using a flat fee or by gross receipts or a combination of the two. There are restrictions by type of business which are listed below. The most notable are Professionals, Doctors, Dentist, etc. and they cannot be taxed by privilege license.

We currently have just the commercial at Weddington Corners. Some of those could be subject to privilege tax as well as convenience stores. The other businesses would be home based and we would mostly need to rely on the listing of business personal property with the County to identify them. A rough estimate of listed personal property taxes in Weddington is around 400.

Possible revenue would be difficult to estimate at this time. It would depend on method of taxation (gross receipts or flat fees) and we would need gross receipt amounts for current businesses. Union County does not issue privilege licenses and therefore could not provide me with gross receipt amounts.

Listed below are the restrictions by type of business. Also for your information is the Schedule of Fees from Stallings.

Stallings Schedule of Fees

CODE	CATEGORY	TAX	CODE	CATEGORY	TAX
102	Auctions	\$ 50.00	232	Specialty Market Operator	\$ 200.00
103	Advertisers	\$ 35.00	236	Janitorial Service	\$ 25.00
104	Outdoor Advertisers	\$ 35.00	237	Jewelry	\$ 25.00
105	Agriculture Machine Manufacturer	\$ 300.00	240	Junk Dealers	\$ 62.50
106	Alarm Systems	\$ -	243	Lawn Equipment-Sales/Repair	\$ 50.00
107	Amusements	\$ 25.00	242	Laundries	\$ 50.00
108	Antiques, second hand	\$ 37.50	244	Laundries, off site	\$ 50.00
111	Auto/Truck rental:10 or less	\$ 37.50	245	Lawn Maintenance/Landscaping	\$ 50.00
112	Auto/Truck rental:11 to 25	\$ 50.00	251	Loan Companies/Check Cashing	\$ 100.00
113	Auto/Truck rental:26 and up	\$ 75.00	252	Locksmiths	\$ 30.00
114	Auto Service/Repair	\$ 12.50	257	Lunchstands, per seat	\$ 0.50
115	Motorcycle Dealer/Service	\$ 12.50	263	Manufacturer:	
116	Motor Parts-Wholesale	\$ 37.50	263A	Up to \$ 50,000	\$ 50.00
117	Motor Vehicle Dealer*add rental fee if appl	\$ 25.00	263A	Up to \$ 100,000	\$ 100.00
118	Motor Vehicle Dealer-Temporary	\$ 300.00	263A	Up to \$ 200,000	\$ 150.00

119	Assembly Auto Parts	\$ 600.00	263B	Up to \$ 300,000	\$ 200.00
120	Awning,Tent makers/Installation	\$ 22.50	263B	Up to \$ 400,000	\$ 300.00
121	Baker, Wholesale	\$ 150.00	263B	Up to \$ 500,000	\$ 400.00
122	Baker, Retail	\$ 37.50	263B	Up to \$ 750,000	\$ 500.00
123	Balloons, Flags, Novelties-Year	\$ 37.50	263C	Up to \$ 1,000,000	\$ 600.00
124	Balloons, Flags, Novelties-Week	\$ 15.00	263C	Up to \$ 2,000,000	\$ 700.00
125	Balloons, Flags, Novelties-Day	\$ 4.50	263C	Up to \$ 3,000,000	\$ 800.00
126	Barber-Beauty Shop (per person)	\$ 2.50	263C	Up to \$ 4,000,000	\$ 900.00
127	On-premises malt beverage	\$ 15.00	263C	Over \$ 4,000,000	\$ 1,000.00
128	Off-premises malt beverage	\$ 5.00	275	Retail Merchants-\$ 15.00 plus .40 per	
129	Wholesale, beer & wine	\$ 62.50		\$1,000 over \$5,000 (maximum \$1,000)	
130	Bicycle Dealer/Repair	\$ 25.00	276	Ice cream - retail	\$ 2.50
131	Bankrupt or Fire Sale	\$ 450.00	277	Wholesale Merchants (see # 275)	
132	Banks,Savings & Loans,Credit Unions	\$ -	284	Movie Theatre	\$ 200.00
133	Wholesaler, beer only	\$ 37.50	285	Movie Theatre (3 days or less)	\$ 100.00
134	Wholesaler, wine only	\$ 37.50	286	Theatre, outdoor	\$ 100.00
135	On-premises wine	\$ 15.00	287	Music Machines (each)	\$ 5.00
136	Off-premises wine	\$ 10.00	290	Newsstand	\$ 30.00
139	Bowling Alley, per lane	\$ 10.00	293	Oil Dealers	\$ 25.00
141	Pawnbroker	\$ 275.00	301	Package Delivery	\$ 75.00
142	Building Contractor*must be state licensed	\$ 10.00	302	Painting Contractor (each)	\$ 15.00
148	Campgrounds	\$ 12.50	303	Packing Houses - Meat	\$ 100.00
149	Carnival Companies	\$ 100.00	310	Peddler-Farm Only	\$ 25.00
150	Carpet Cleaners	\$ 37.50	311	Peddlers (foot)	\$ 10.00
153	Catering Trucks (each)	\$ 50.00	312	Peddlers (vehicle)	\$ 25.00
154	Chain/Branch Store	\$ 50.00	313	Arcades/Pinball Machine	\$ 25.00
155	Child Care Home	\$ 10.00	318	Pistols or Cartridges	\$ 50.00
156	Child Care Center:less than 50 children	\$ 50.00	322	Pool Tables (each business location)	\$ 25.00
	50 - 99 children	\$ 100.00	328	Promotion Show - Profit	\$ 100.00
	100-149 children	\$ 200.00	329	Private detective/investigator	\$ -
	150-199 children	\$ 300.00	330	Professional (*See below)	\$ -
	more than 199 children	\$ 400.00	333	Repair/Fix-It Shop	\$ 25.00
157	Christmas Tree Dealer	\$ 50.00	334	Restaurant (0-4 seats)	\$ 25.00
158	Community Antenna/\$1000	\$ 15.00	336	Restaurant (5 or more seats)	\$ 42.50
159	Circuses/Animals (per day)	\$	335	Salvage	\$ 100.00

		25.00			
163	Collection Agencies	\$ 50.00	337	Sundries (per location)	\$ 4.00
164	Commissioned Brokers	\$ 50.00	349	Service Company	\$ 50.00
165	Cottage Industries - see # 275		355	Sign Hanger	\$ 100.00
173	Curb Market	\$ 18.75	356	Sign Painter	\$ 37.50
174	Dances (Amusement)	\$ 25.00	358	Skating Rink (Amusement)	\$ 25.00
175	Special Contractors	\$ 50.00	360	Sprinkler Systems (located in town)	\$ 100.00
	(Plumbers, Ht & AC, Elect., etc.)		366	Tailoring, Custom	\$ 37.50
176	Computer Services, etc.	\$ 50.00	367	Tailoring/Alterations	\$ 15.00
178	Dog/Cat Breeders	\$ 10.00	368	Taxicabs, Limos (per vehicle)	\$ 15.00
180	Dry Cleaners (solicits within county)	\$ 50.00	369	Tanning Beds (each)	\$ 15.00
181	Dry Cleaners (solicits outside county)	\$ 100.00	370	Tobacco Warehouse	\$ 50.00
185	Electronics Sales/Service (#275)		380	Travel Agency	\$ 37.50
186	Elevator Systems (located in town)	\$ 100.00	384	Undertaker	\$ 50.00
187	Employment Agencies/Emigrant	\$ 100.00	385	Mini Storage (per unit) *maximum \$200	\$ 5.00
188	Engravers/Printing	\$ 50.00	386	Warehouse-Merchandise Storage	\$ 75.00
190	Exhibitions (per day)	\$ 15.00	387	Watch, Jewelry Repair	\$ 25.00
191	Firearms (Dealer Shows - per day)	\$ 50.00	390	Welders	\$ 37.50
192	Dealers in other weapons	\$ 200.00	398	Wrecker Service (per wrecker)	\$ 15.00
200	Florist - \$25,000 or more	\$ 50.00	407	Flea Markets	\$ 100.00
201	Florist - less than \$ 25,000	\$ 25.00	408	Bar, Tap Room, Lounge	\$ 100.00
205	Fortune Tellers	\$ 200.00	414	Leasing Equipment *not vehicle	\$ 100.00
210	Fur Wholesalers	\$ 450.00	417	Security Guard Service	\$ 55.00
211	Games each, not video	\$ 20.00	423	Video Games (each)	\$ 5.00
214	Gasoline	\$ 12.50	424	Video Rental	\$ 25.00
227	Gyms (Amusement)	\$ 25.00	425	Video Taping Service	\$ 25.00
228	Hotel, Motel, per room (min. \$25.00)	\$ 1.00	450	Internet Sweepstakes Cafes	\$ **3,000.00
229	House Moving/Wrecking	\$ 37.50		** plus \$2,500/machine	
230	Itinerant Merchant	\$ 100.00	500	Adult Establishment	\$ 1,000.00
231	Ice Cream/Ice Vehicle	\$ 75.00			
			999	BL Copy	\$ 10.00
	FEES LIMITED BY THE STATE OF NC				
*330	Professional: attorney, physician, veterinarian, surgeon, osteopath, chiropractor, chiropodist, dentist, ophthalmologist, optician, optometrist, engineer, land surveyor, architect, photographer, real estate broker, salesman, loan broker or appraiser, public accountant, embalmer, mortician, massage therapist, faith healer - see G.S. 105-41.				

Table 1: Restrictions on Local Privilege License Taxes

Notes:

Two citations are provided for restrictions that were originally created by statutes since repealed; the original (and now repealed) statute is listed first, followed by the current statute that incorporates the repealed statutes.

Highlighted restrictions are created by state and federal laws other than the Schedule B provisions and the provisions that authorize city and county privilege license taxes (G.S. 153A-152 (counties) and G.S. 160A-211 (cities)).

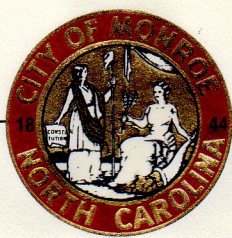
Type of Business	Statute	City PLT (maximum)	County PLT (maximum)
Alarm System Installers & Servicers	G.S. 105-51.1 (G.S. 160A-211)	None	None
Auctioneers	G.S. 85B-6	None	None
Automatic Machine Sellers & Renters Air Conditioners Calculators Cash Registers Computers Copiers Printers Refrigerators Washers & Dryers	G.S. 105-102.5(b)(3) (G.S. 160A-211 & G.S. 153A-152)	None	None
Automobile Dealers	G.S. 105-89 (G.S. 160A-211 & G.S. 153A-152)	\$25	\$25
Automobile Parts Wholesalers	G.S. 105-89 (G.S. 160A-211 & G.S. 153A-152)	\$37.50	\$37.50
Bail Bondsmen	G.S. 58-71-190	None	None
Banks and Savings & Loan Associations	G.S. 105-102.3 G.S. 105-228.24(b)	None	None
Barbershops/Beauty Shops	G.S. 160A-211(b)	\$2.50 per barber/stylist	None
Beer & other Malt Beverage Retailers	G.S. 105-113.77 G.S. 105-113.78	\$15 (on-premises) \$5 (off-premises)	\$25 (on-premises) \$5 (off-premises)
Beer & Wine Wholesalers	G.S. 105-113.79	\$37.50	None
Bicycle Sellers and Bicycle Parts & Accessory Sellers	G.S. 105-102.5(b)(2) (G.S. 160A-211 & G.S. 153A-152)	\$25	None
Billboards/Outdoor Advertising	G.S. 105-86 (G.S. 160A-211)	\$35	None

Bowling Alleys	G.S. 105-102.5(b)(6) (G.S. 160A-211 & G.S. 153A-152)	\$10 per alley	\$10 per alley
Breweries & Wineries	G.S. 105-113.70(d)	None	None
Bus Companies	G.S. 20-97(e)	None	None
Campgrounds & RV parks	G.S. 105-102.5(b)(4) (G.S. 160A-211 & G.S. 153A-152)	\$12.50	None
Chain Stores	G.S. 105-98 (G.S. 160A-211)	\$50	None
Collection Agencies	G.S. 105-45 (G.S. 160A-211)	\$50	None
Contractors	G.S. 105-54 (G.S. 160A-211)	\$10	None
Dry Cleaners	G.S. 105-74 (G.S. 160A-211)	\$50 (\$100 if solicits customers outside of county)	None
Electricity Providers	G.S. 105-116(e)	None (unless tax was in place as of 1947)	None
Electronic Video Games	G.S. 105-66.1 (G.S. 160A-211)	\$5 per machine	\$5 per machine
Elevators & Sprinkler System Installers & Servicers	G.S. 105-55 (G.S. 160A-211 & G.S. 153A-152)	\$100	\$100
Employment Agencies	G.S. 105-90 (G.S. 160A-211 & G.S. 153A-152)	\$100	\$100
Farming Cooperative Marketing Associations	G.S. 105-102.1 (G.S. 160A-211)	None	None
Firearms/Weapons Dealers	G.S. 105-80 (G.S. 160A-211 & G.S. 153A-152)	\$50 (firearms) \$200 (other weapons)	\$50 (firearms) \$200 (other weapons)
Fortune Tellers	G.S. 105-58 (G.S. 153A-152)	Unlimited	Unlimited
Gas Stations, Service Stations, & Automobile Parts Stores	G.S. 105-89 (G.S. 160A-211 & G.S. 153A-152)	\$12.50	\$12.50
Gasoline/Motor Fuel Wholesalers	G.S. 105-99 (G.S. 160A-211)	None	None
General amusements, dances, circuses, animal shows	G.S. 105-37.1	\$25	None
Hotels & Motels	G.S. 105-61 (G.S. 160A-211)	\$1 per room, \$25 minimum	None
Ice Cream Manufacturers and Wholesalers	G.S. 105-97 (G.S. 160A-211)	\$12.50 per freezer minimum; rate varies by type of freezer	None
Ice Cream Retailers	G.S. 105-	\$2.50	None

	102.5(b)(10) (G.S. 160A-211 & G.S. 153A-152)		
Installment Paper Dealers	G.S. 105-83	None	None
Internet Service Providers	47 U.S.C. §151	None	None
Jukeboxes/Music Machines	G.S. 105-65 (G.S. 160A-211)	\$25 per machine	None
Laundries	G.S. 105-85 (G.S. 160A-211)	\$50 (\$100 if solicits customers outside of county)	None
Loan Agencies & Check Cashing Businesses	G.S. 105-88	\$100	\$100
Motion pictures: selling, leasing, distributing	G.S. 105-36 (G.S. 160A-211)	None	None
Motor Vehicles	G.S. 20-97(b & (c))	\$5; additional \$5 permitted for cities that operate public transportation systems	None
Motorcycle Dealers	G.S. 105-89.1 (G.S. 160A-211 & G.S. 153A-152)	\$12.50	\$12.50
Movie Theaters: outdoor/drive-in	G.S. 105-36.1 (G.S. 160A-211)	\$100	None
Natural Gas Providers	G.S. 160A-211(c)(1)	None	None
Newsprint Users	G.S. 105-102.6	None	None
Pawnbrokers	G.S. 105-50 (G.S. 160A-211 & G.S. 153A-152)	\$275	\$275
Peddlers, Itinerant Merchants, and Specialty Market Operators	G.S. 105-53 (G.S. 160A-211 & G.S. 153A-152)		
Peddlers Farm Products Only		\$25	\$25
On Foot		\$10	\$10
With Vehicle		\$25	\$25
Itinerant Merchant		\$100	\$100
Specialty Market Operator		\$200	\$200
Piano Sellers and Repairers	G.S. 105-102.5(b)(9) (G.S. 160A-211 & G.S. 153A-152)	\$5	None
Plumbers, Heating Contractors, & Electricians	G.S. 105-91 (G.S. 160A-211)	\$50	None

Pool Tables	G.S. 105-102.5(b)(5) (G.S. 160A-211 & G.S. 153A-152)	\$25	\$25 (only for businesses outside of city limits)
Private Investigators	G.S. 105-42 (G.S. 160A-211)	None	None
Professionals: Accountants Architects Attorneys Chiropractors Dentists Home Inspectors Landscape architects Massage Therapist Morticians or embalmers Ophthalmologists Opticians Optometrists Osteopaths Photographers Physicians Professional engineers Real estate appraisers Real estate brokers Registered land surveyors Veterinarians	G.S. 105-41	None	None
Restaurants	G.S. 105-62 (G.S. 160A-211)	\$25 ≤ 4 seats \$42.50 > 4 seats	None
Sundries Sandwich sellers Vending Machines (<5) Soft Drink sellers Cigarette/Tobacco Sellers	G.S. 105-102.5(b)(7) (G.S. 160A-211 & G.S. 153A-152)	\$4	None
Swimming Pools, Skating Rinks, Pinball Machines	G.S. 105-102.5(b)(8) (G.S. 160A-211 & G.S. 153A-152)	\$25	\$25 (only for businesses outside of city limits)
Taxicabs	G.S. 20-97(d)	\$15 per vehicle	None
Telecommunications Service Providers	G.S. 160A-211(c)(2)	None	None
Television, Cable & Video Programming Providers	G.S. 160A-211(c)(3)	None	None
Tobacco Warehouses	G.S. 105-77 (G.S. 160A-211)	\$50	None
Trucking Companies	G.S. 20-97(b)	None	None
Trucking Companies	G.S. 20-97(e)	None	None
Vending Machines (5 or more)	G.S. 105-65.1 (G.S. 160A-211)	None	None
Video Rentals or Sales	G.S. 105-102.5(b)(1) (G.S. 160A-211 & G.S. 153A-152)	\$25	None

Wine Retailers	G.S. 105-113.77 G.S. 105-113.78	\$15 (on-premises) \$10 (off-premises)	\$25 (on-premises) \$25 (off-premises)



CITY OF MONROE

P.O. BOX 69 • MONROE, NORTH CAROLINA 28111-0069
FAX 704-283-9098

January 23, 2014

The Honorable Bill Deter
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

Dear Mayor Deter:

The City Council received a report on the progress of the General Assembly's "Revenue Laws Study Committee" regarding possible abolition of the Privilege License Statute. The City of Monroe collects the equivalent of three cents on their tax rate in Privilege License revenue per year. Abolition of this statute would cause an immediate increase in ad valorem tax or further reduction in City services.

We are just pulling out of the "Great Recession" and over the past three years have had to slash our budget and reduced our staff including Police and Fire Fighters. Reducing the budget by a further tax equivalent of three cents would add to our stretched city services.

I am enclosing a copy of a Resolution adopted by the City Council on January 21, 2014 for your information. We have sent a copy to the Union County legislative delegation in hope that they will understand the impact that abolition of the Privilege License statute will have on the City of Monroe.

I hope you will study your budget and recognize the impact that Privilege License revenue has on your General Fund and will join Monroe in letting our delegation know that abolition of the statute at the State level will only cause increases in property taxes or further reduction of services at the local level.

Thank you for your time and service. Please let me know if there is anything I can do to provide additional information in this matter.

Sincerely,

Bobby Kilgore
Mayor

BGK:rwh

Enclosure

cc: City Council
01231401

**RESOLUTION OPPOSING ABOLITION OF PRIVILEGE LICENSE FEE
R-2014-09**

WHEREAS, the NC General Assembly's Revenue Laws Study Committee is currently debating abolition of the municipal Privilege License Fee; and

WHEREAS, the fee is one of only two locally controlled revenues for funding North Carolina municipalities; and

WHEREAS, the City of Monroe collects in excess of \$900,000 per year in revenue from the sale of privilege licenses; and

WHEREAS, the elimination of the privilege license fee by the General Assembly would require the City of Monroe to either raises ad valorem taxes by three (3) cents or reduce spending by an equivalent amount; and

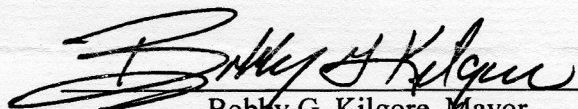
WHEREAS, the City has only recently been forced to reduce spending and service levels due to the recession.

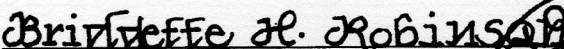
NOW, THEREFORE, BE IT RESOLVED that the City Council of Monroe opposes the elimination of the Privilege License fee by the NC General Assembly and further requests that members of the Revenue Laws Study Committee work with staff members of the NCLM to reach a compromise that protects the revenue derived from the fee while making it fairer to stakeholders from the business community.

BE IT FURTHER RESOLVED that the City Council further resolves that the Mayor be authorized to draft a cover letter explaining Monroe's position on this issue and send it with a copy of this resolution to the City's delegation to the NC General Assembly and to neighboring municipalities.

Adopted this 21st day of January, 2014.

Attest:


Bobby G. Kilgore, Mayor


Bridgette H. Robinson, City Clerk

