

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JUNE 13, 2016 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD
WEDDINGTON, NC 28104
AGENDA**

Prayer – Mayor Bill Deter

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Special Presentation
 - A. Certificate of Recognition for Eagle Scout Christopher Wilson

PUBLIC ADDRESS TO THE COUNCIL

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

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

CONSENT AGENDA

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

7. Consent Agenda
 - A. Call for Public Hearing for Review and Consideration of Text Amendment to Section 58-4 to define the term "Foundation Survey"
 - B. Call for Public Hearing for Review and Consideration of Text Amendment to Section 58-234 to further clarify the relationship between foundation surveys and a setback variance request.
8. Approval of Minutes - *None*

PUBLIC HEARINGS

The Public must sign up before the beginning of the meeting to speak on an item under Public Hearings. The Mayor will recognize speakers in the order in which their names appear on the sign-up sheet. The Council sets the rules for the Public Hearing. The rules may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for

the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the Town Hall; and for providing for the maintenance of order and decorum in the conduct of the hearing.

Each speaker must address the Council from the lectern and begin their remarks by giving their name and address. Each speaker will have three (3) minutes to make remarks. A speaker may not yield any of his or her time to another speaker. Speakers must be courteous in their language and presentation. Personal attacks on the Council or members of the public will not be tolerated.

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

9. Public Hearing and Consideration of Public Hearing

A. Review and Consideration of Fiscal Year 2016-2017 Budget and to set the Tax Rate

B. Consideration of Budget Ordinance Adopting the Fiscal Year 2016-2017 Budget and to Set the Tax Rate

10. Old Business

A. Review and Consideration of Town of Weddington Landscape Contracts

11. New Business

A. Review and Consideration of Proposals for Audit Services

B. Review and Consideration of COG Code Enforcement Contract

C. Review and Consideration of Budget Amendment for Fiscal Year 2015-2016

12. Update from Planner

13. Code Enforcement Report

14. Update from Finance Officer and Tax Collector

15. Public Safety Report

Radar trailer and car counting devices update

16. Transportation Report

17. Council Comments

18. Adjournment

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, JUNE 13, 2016 – 7:00 P.M.
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on June 13, 2016, with Mayor Bill Deter presiding.

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

Visitors: Kurt Wilson, Bill Price, Barbara Harrison, Rob Dow, Ashley Gaylord, Marcos Bilbao, Gordon Wilson, Christopher Wilson, Matthew Wilson, Michael Wilson, Doreen Wilson, Daley Ryan and Judy Ryan.

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

Item No. 1. Open the Meeting Mayor Deter opened the June 13, 2016 Regular Town Council Meeting at 7:00 p.m.

Item No. 2. Pledge of Allegiance Mayor Deter asked Eagle Scout Christopher Wilson to lead in the Pledge of Allegiance.

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

Item No. 4. Special Presentation

A. Certificate of Recognition for Eagle Scout Christopher Wilson

Mayor Deter read the Certificate of Recognition that he and Mayor Pro Tem Titherington presented to Eagle Scout Christopher Wilson. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Item No. 5. Public Comments

Kurt Wilson, 3601 Fox Run, Weddington – I have lived at my current address for 11 years and am glad to be a part of this community. My topic this evening is about yard waste burning. We moved here in 2005 and inherited a yard waste pile which I used. After doing so for about a year I decided to discontinue burning because of excessive smoke and out of consideration for my neighbors. That was a personal decision I made and I realize the Town of Weddington has no restrictions on yard waste burning. I am bringing this before the Council and appreciate the opportunity to do so. When I decided not to burn my yard waste I made a choice to dispose of it either in the wooded area behind my house for composition or a trash container for the sanitation company to pick up. Currently I have two neighbors within 200 feet of my property that burn waste at various times making it impossible to let my

dog out or for me to go outside because of the smoke and fumes. I am submitting a report to the Council about the hazards of burning yard waste. It's a known and documented threat as you can see in that report and I've highlighted pertinent sections that apply to our community. My question to the Council is what can be done to restrict the burning of yard waste in Weddington for the safety and well being of others?

Item No. 6. Additions, Deletions and/or Adoption of the Agenda

Mayor Pro Tem Titherington moved to adopt the agenda as submitted. All were in favor, with votes recorded as follows:

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

Item No. 7. Consent Agenda

- A. Call for Public Hearing for Review and Consideration of Text Amendment to Section 58-4 to define the term "Foundation Survey"
- B. Call for Public Hearing for Review and Consideration of Text Amendment to Section 58-234 to further clarify the relationship between foundation surveys and a setback variance request

Mayor Pro Tem Titherington moved to approve the Consent Agenda as written. All were in favor, with votes recorded as follows:

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

Item No. 8. Approval of Minutes - None

Item No 9. Public Hearing and Consideration of Public Hearing

A. Review and Consideration of Fiscal Year 2016-2017 Budget and to set the Tax Rate

Mayor Deter opened and closed the Public hearing as no one had signed up to speak.

Town Finance Officer Leslie Gaylord – You have in your packets the proposed budget for next Fiscal Year ending June 30, 2017. It has revenues of \$1,992,650.00 and corresponding expenditures of \$1,992,650.00 so it is a balanced budget. We do it at a department level and it's included in your Budget Ordinance. There was an incorrect date on the packet copy so a revised copy was placed on your desk this evening with the accurate date. The numbers are unchanged for the last couple of months and I am here to answer any questions.

Mayor Pro Tem Titherington – Finance Officer Gaylord and I briefly spoke on Contract and Labor consultants which are larger increases. For the record would you please provide the reasons behind that?

Town Finance Officer Gaylord – The contract labor number has funds in it to redo our website. We originally budgeted that for this year but we postponed it until next year. The amount budgeted for that is \$9,000.00. We have some funds to do some consulting work related to classification and pay study which is the reason for the increase in the contract labor number. The consulting number seems higher because the current fiscal year is unusually low because we received a refund in July which brought that number artificially down for the year. The tax rate remains unchanged at \$0.052 per each \$100 of assessed valuation of taxable property.

Mayor Deter – In terms of Fire Department subsidies what is our increase?

Town Finance Officer Gaylord – It is 1.75% from the monthly contract from last year to this year which is less than the growth factor that we had in Ad Valorem base.

Mayor Deter – Just for clarity, we have not transferred any capital assets off the balance sheet?

Town Finance Officer Gaylord – No we have not.

Mayor Deter – Deputies were up about 4%?

Town Finance Officer Gaylord – Correct.

Mayor Pro Tem Titherington moved to approve the General Fund Budget, Ordinance No O-2016-7 as amended with correct dates. As recommended by staff with a tax rate of .052. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**. All were in favor with the votes recorded as follows:

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

NAYS: None

Item No. 10. Old Business

A. Review and Consideration of Town of Weddington Landscape Contracts

Councilwoman Janice Propst – Every couple of years the Town has to look at their vendors and ensure they are in line with the current market out there. I sent out a Request for Proposal (RFP) to several landscaping companies in the Weddington/South Charlotte area. We had four companies respond, one of which was our current vendor who rode through the Town with me to ensure I had a clear understanding of the scope of the work required and marked the areas with flags so the other vendors had a clear understanding of the scope of the work as well. You have before you the four proposals which contain two separate quotes, one for Town Hall and the other for the medians in the roadways throughout Town. I would like to point out that our current vendor is responsible for all the beautiful plantings within the Town and when I drive around on the weekends I see him out there as well. He also does the Christmas tree installation and hangs the banners.

Mayor Pro Tem Titherington – I think Daryl has done an outstanding job and it's my recommendation to Council that we keep the same vendor for both the Town Hall and medians to keep continuity. Daryl's

contract came out to \$37,680.00 which made him the second lowest bidder, is there any flexibility on that?

Councilwoman Propst – I did ask him and the Town Hall is pretty clear but the medians are a big project and he said he would be willing to bring his contract down to \$36,750.00. I think Daryl does a good job and is always there when we ask him to.

Town Administrator Peggy Piontek – You indicated that he does the Christmas trees and banners. To clarify that is not included in this contract?

Councilwoman Propst – Correct.

Town Attorney Fox – This is a service contract and is not required to be bid. When you do bid them there is no requirement that you award to the lowest bidder. You award them to the bidder that has the best performance quality and price as considerations.

Councilwoman Propst moved to approve Daryl's Lawn Care for the Town Hall contract at \$540.00 per month or \$6,480.00 annually. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**. All were in favor with the votes recorded as follows:

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

NAYS: None

Councilwoman Propst moved to approve Daryl's Lawn Care for town and roadways and medians at \$2,522.50 per month or \$30,270.00 annually. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**. All were in favor with the votes recorded as follows:

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

NAYS: None

Item No. 11. New Business

A. Review and Consideration of Proposals for Audit Services

Finance Officer Gaylord – Our auditors are no longer able to perform our audits. I sent out an RFP to 12 companies and received five back. After reviewing them I am recommending Rowell, Craven and Short for an annual fee of \$8,300.00 for this current fiscal year. It is proposed to go up to \$8,500 for fiscal year 2017 and \$8,670.00 for fiscal year 2018. This selection was based on their nearby location, municipality experience and a recommendation from the Finance Officer at the Town of Mint Hill who contracts for their services.

Town Attorney Fox – Are you recommending a contract that's renewable for up to three years or is it a contract that's for three years as opposed to a one year?

Town Finance Officer Gaylord – I believe it's a contract for three years but either party have the option to discontinue. Each year with our previous auditors we received an annual contract that is approved by the LGC. The intent was that it would be for three years.

Town Attorney Fox – If they are amenable to it you can enter into a contract for one year that's subject to be renewed for two additional years at the prices they indicated.

Mayor Pro Tem Titherington moved to approve Rowell, Craven & Short as our new Town auditors for a one-year contract with the Town's option to renew for years two and three with the prices outlined by Rowell, Craven & Short as staff has recommended. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**. All were in favor with the votes recorded as follows:

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

NAYS: None

B. Review and Consideration of COG Code Enforcement Contract

Town Planner Burton – Right now Code Enforcement is very sporadic. Some months are busy and some months there is not much going on. Currently we have an annual contract that we are paying COG and I'm going to try and see if there is any possibility of doing an as needed contract. Whenever we need them we pay them an hourly rate as opposed to paying one lump sum for the whole year. I have not had that conversation but that is my goal.

Town Attorney Fox – There are retired Code Enforcement Officers out there that would be willing to do this on an hourly basis. Also any outstanding issues that COG has participated in we may still need the ability to have their assistance if we get into a situation where their testimony will be helpful.

Mayor Pro Tem Titherington made a motion to take staff recommendation to let our contract with COG for Code Enforcement expire on June 30, 2016. All were in favor with the votes recorded as follows:

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

NAYS: None

C. Review and Consideration of Budget Amendment for Fiscal Year 2015-2016

Town Finance Officer Gaylord – This is an amendment for the current fiscal year. We are less than one month away from the end of it and statutory requirements are that we have to be within budget. We made some departmental reclasses throughout the year and this encompasses those in total. It also increases the overall budget by \$45,000.00 because our Ad Valorem and State revenues came in higher than we budgeted. It was easy to re-appropriate those funds and use them to cover any potential legal expenditures we may have related to litigation and other legal issues.

Councilwoman Propst moved to approve the budget amendment for Fiscal Year 2015-2016. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**. All were in favor with the votes recorded as follows:

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

Item No. 12. Update from Planner

Town Planner Burton – There is a short memo in the packet but the one thing you probably haven't seen before is Atherton Estates having submitted a Conditional Zoning Application for the amenities center and that will be on the June Planning Board agenda. Everything else is outstanding items that continue to be outstanding.

Mayor Pro Tem Titherington – The Public Safety Committee was able to get us the data for Antioch Church Road so we are prepared for Graham Allen. So I'd like to thank them for that.

Town Planner Burton – If and when they resubmit the preliminary plat it will be a discussion before they go before the Planning Board.

13. Code Enforcement Report

No comments.

14. Update from Finance Officer and Tax Collector

Town Finance Officer Gaylord – You have the monthly financial statements in your packet. I want to draw your attention to the updated budget changes that informs you of what the reclasses were. We are looking good and it's been a good year.

Mayor Pro Tem Titherington – Any changes of State Sales Tax that we need to be aware of?

Town Finance Officer Gaylord – Nothing.

15. Public Safety Report

Town Public Safety Committee Member Gordon Wilson – We did the deployment of the traffic counter on May 19th and collected just under 13 days of data and you have that information in your packets. There are two counters still deployed just north of the electric company and before you get to the Marathon gas station. We have provided quite a bit of data for you to go through at your leisure. Two people are required to deploy the traffic counter across the road; Officer Rodriguez and I were able to do that together. The highlights are that we have a north bound traffic count of about 3,855 vehicles on an average daily basis broken down by time of day, day of week and speed limits. The southbound count was similar. The average speed was about 20 mph. The data was compared to our current map that was presented to the Council in the past which has historical data provided by NCDOT for Union County. That specific collection point in 2014 was measured at just fewer than 700 vehicles a day on an annualized basis. Our data for the weekday counting was approximately 8,300 which is a pretty close correlation with the NCDOT data. We now have a school session set of data for 13 days and we will have about two weeks of data for the same location after school was let out. That will provide us with

the difference between before and after. That information will be useful if an argument is to be made about the NCDOT data accuracy.

Mayor Pro Tem Titherington – It will also be interesting to see the speed counts now that school's out.

Town Public Safety Committee Chairman Marcos Bilboa – A quick update on damage/repairs to the speed trailer. I have been working with Councilman Smith and Officer Rodriguez. The speed trailer is just a trailer with radar on it. It was struck and caused damage that we are working on getting it repaired.

16. Transportation Report

Councilman Buzzard – The CRTPO meeting was fairly light with any sort of information. I want to thank Peggy for getting the information out on the website quickly on the ongoing Comprehensive Plan Input and hopefully the Town of Weddington residents can be heard.

17. Council Comments

Councilwoman Propst – I'd like to thank everyone for coming out tonight.

Councilman Smith – Thanks for coming out.

Mayor Pro Tem Titherington had no comments.

Councilman Buzzard – Thanks everyone for coming out.

Mayor Deter – I want to thank everyone for coming out. We are still working on the festival plans. Peggy and Tonya are doing a lot of work. I want to remind everyone the COG salary study will be starting in July; the contract has been approved. I'm sure they will be reaching out on that. Probably in the next couple of weeks I will be checking with you on dates to try and get a work session set up to finish up the employee handbook.

18. Adjournment

Councilwoman Propst moved to Adjourn. All were in favor, with votes recorded as follows:

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

NAYS: None

The meeting ended at 7:46pm p.m.

Bill Deter Mayor

Attest:

Peggy S. Piontek, Town Clerk

CERTIFICATE OF RECOGNITION

IN RECOGNITION OF FOR ACHIEVING THE RANK OF EAGLE SCOUT

WHEREAS, The Boy Scouts of America was founded on February 8th, 1910, and has been at the forefront of instilling timeless values in our youth; and

WHEREAS, The Boy Scouts of America is committed to helping millions of youth succeed by providing the support, friendship, and mentoring necessary for character building, citizenship training, and personal fitness; and

WHEREAS, Christopher Wilson has earned 36 merit badges is indicative of commitment to succeed in the Boy Scouts starting as a Tiger Cub in 2004. Christopher has followed the example of his Dad who has been a Boy Scout Troop Leader for the past 12 years and his older brother Matthew who also achieved Eagle Scout; and

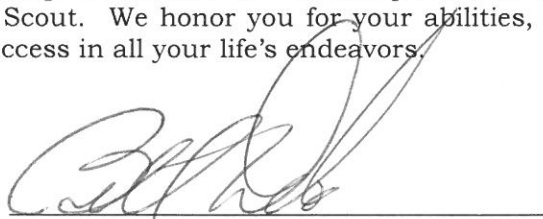
WHEREAS, Christopher recently completed an Eagle project consisting of the construction of a paver patio at the House of Pearls, a half way house located in Wingate; and

WHEREAS, Christopher is a senior in High School and will be attending the University of North Carolina in Charlotte in the fall; and

WHEREAS, Christopher has achieved the coveted rank of Eagle Scout, the highest and most distinguished award earned by a Boy Scout, which reflects determination, dedication and leadership; and

NOW THEREFORE, I, Bill Deter, the Mayor of the Town of Weddington along with the Weddington Town Council recognize **Christopher Wilson** for his exceptional commitment and hard work in achieving the rank of Eagle Scout. We honor you for your abilities, achievements and citizenship and wish you continued success in all your life's endeavors.

Presented this 13th day of June, 2016



Mayor Bill Deter

Mayor Pro Tem Don Titherington

**TOWN OF WEDDINGTON, NORTH CAROLINA
2016-2017 GENERAL FUND BUDGET ORDINANCE
O-2016-7**

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

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of Weddington Government and its activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017, according to the following summary and schedules:

SUMMARY

<u>FUND</u>	<u>ESTIMATED REVENUES</u>	<u>FUND BALANCE APPROPRIATION</u>	<u>TOTAL APPROPRIATION</u>
General	\$1992,650	\$0	\$1,992,650

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

<u>GENERAL FUND</u>	<u>AMOUNT</u>
Administrative	\$ 484,170
Planning & Zoning	292,400
General Government	<u>1,216,080</u>
TOTAL APPROPRIATIONS – GENERAL FUND	<u>\$1,992,650</u>

Section 3. It is estimated that the following General Fund Revenues and Fund Balance Appropriations will be available during the fiscal year beginning July 1, 2016 and ending June 30, 2017 to meet the foregoing General Fund appropriations:

<u>REVENUE SOURCE</u>	<u>AMOUNT</u>
Ad Valorem Taxes	\$1,072,250
State-Collected Revenues	831,250

Zoning and Subdivision Revenues	83,150
Other Revenues	<u>6,000</u>

TOTAL REVENUE GENERAL FUND	<u>\$1,992,650</u>
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APPROPRIATION FROM FUND BALANCE	<u>\$ 0</u>
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Section 4. There is hereby levied for the fiscal year ending June 30, 2017 the following rate of taxes on each (\$100) assessed valuation of taxable property as listed as of January 1, 2016 for the purpose of raising the revenues from current year's property tax as set forth in the foregoing estimates of Revenues, and in order to finance foregoing appropriations:

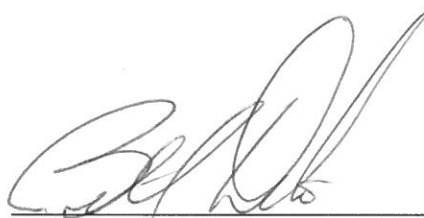
GENERAL FUND	<u>\$0.052</u>
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Section 5. The Finance Officer is hereby authorized to transfer appropriations within a fund contained herein under the following conditions:

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

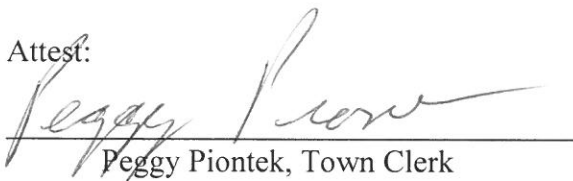
Section 6. All capital items, (items exceeding \$5,000), are to be approved in accord with the adopted budget. The Finance Officer will maintain a list of approved capital outlay items.

Adopted this 13^h day of June, 2016.



Bill Deter, Mayor

Attest:



Peggy Piontek, Town Clerk

**TOWN OF WEDDINGTON
FINAL BUDGET
FYE 6/30/17**

Revenues		
Ad Valorem Taxes		\$ 1,072,250
State-Collected Revenues		\$ 831,250
Zoning & Subdivision		\$ 83,150
Other Revenues		\$ 6,000
Total Revenues		\$ 1,992,650
Expenditures		
General Government		\$ 1,216,080
Administrative		\$ 484,170
Planning and Zoning		\$ 292,400
Total Expenditures		\$ 1,992,650

FUND BALANCE ASSIGNMENTS

Capital Projects	
Town Hall -- Buildings	\$45,000
Town Hall -- Sidewalks	\$12,000

TOWN OF WEDDINGTON
BUDGET
FY2017

BUDGET
FY2017

REVENUE:	
10-3101-110 AD VALOREM TAX - CURRENT	\$985,000
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	3,500
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	1,500
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	80,000
10-3115-180 TAX INTEREST	2,250
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	311,250
10-3322-220 BEER & WINE TAX	45,000
10-3324-220 UTILITY FRANCHISE TAX	475,000
10-3340-400 ZONING & PERMIT FEES	24,850
10-3350-400 SUBDIVISION FEES	58,300
10-3830-891 MISCELLANEOUS REVENUES	1,000
10-3831-491 INVESTMENT INCOME	5,000
TOTAL REVENUE	\$1,992,650
GENERAL GOVERNMENT EXPENDITURE:	
10-4110-126 FIRE DEPT SUBSIDIES	\$717,710
10-4110-127 FIRE DEPT CAPITAL/BLDG MAINTENANCE	10,000
10-4110-128 POLICE PROTECTION	258,620
10-4110-192 ATTORNEY FEES - GENERAL	95,000
10-4110-193 ATTORNEY FEES - LITIGATION	100,000
10-4110-195 ELECTION EXPENSE	3,500
10-4110-340 EVENTS & PUBLICATIONS	12,000
10-4110-341 WEDDINGTON FESTIVAL	10,000
10-4110-342 HOLIDAY/TREE LIGHTING	6,500
10-4110-343 SPRING EVENT	750
10-4110-344 OTHER COMMUNITY EVENTS	500
10-4110-495 COMMITTEE/OUTSIDE AGENCY FUNDING	1,500
TOTAL GENERAL GOVT EXPENDITURE	\$1,216,080

**TOWN OF WEDDINGTON
BUDGET
FY2017**

**BUDGET
FY2017**

ADMINISTRATIVE EXPENDITURE:	
10-4120-121 SALARIES - CLERK	\$73,150
10-4120-123 SALARIES - TAX COLLECTOR	47,650
10-4120-124 SALARIES - FINANCE OFFICER	14,250
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	25,200
10-4120-181 FICA EXPENSE	12,800
10-4120-182 EMPLOYEE RETIREMENT	19,650
10-4120-183 EMPLOYEE INSURANCE	26,000
10-4120-184 EMPLOYEE LIFE INSURANCE	400
10-4120-185 EMPLOYEE S-T DISABILITY	300
10-4120-191 AUDIT FEES	8,500
10-4120-193 CONTRACT LABOR	19,000
10-4120-200 OFFICE SUPPLIES - ADMIN	13,000
10-4120-210 PLANNING CONFERENCE	4,000
10-4120-321 TELEPHONE - ADMIN	3,500
10-4120-325 POSTAGE - ADMIN	2,500
10-4120-331 UTILITIES - ADMIN	4,250
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	22,500
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	65,000
10-4120-354 REPAIRS & MAINTENANCE - GROUNDS	63,520
10-4120-355 REPAIRS & MAINTENANCE - PEST CONTRL	1,000
10-4120-356 REPAIRS & MAINTENANCE - CUSTODIAL	6,000
10-4120-370 ADVERTISING - ADMIN	1,000
10-4120-397 TAX LISTING & TAX COLLECTION FEES	500
10-4120-400 ADMINISTRATIVE: TRAINING	4,000
10-4120-410 ADMINISTRATIVE: TRAVEL	5,000
10-4120-450 INSURANCE	15,500
10-4120-491 DUES & SUBSCRIPTIONS	18,000
10-4120-498 GIFTS & AWARDS	3,000
10-4120-499 MISCELLANEOUS	5,000

TOWN OF WEDDINGTON
BUDGET
FY2017

BUDGET
FY2017

TOTAL ADMINISTRATIVE EXPENSE	\$484,170
PLANNING & ZONING EXPENDITURE:	
10-4130-121 SALARIES - ZONING ADMINISTRATOR	\$58,750
10-4130-122 SALARIES - ASST ZONING ADMINISTRATOR	2,250
10-4130-123 SALARIES - RECEPTIONIST	25,725
10-4130-124 SALARIES - PLANNING BOARD	5,200
10-4130-125 SALARIES - SIGN REMOVAL	4,000
10-4130-181 FICA EXPENSE - P&Z	8,025
10-4130-182 EMPLOYEE RETIREMENT - P&Z	13,500
10-4130-183 EMPLOYEE INSURANCE	27,000
10-4130-184 EMPLOYEE LIFE INSURANCE	300
10-4130-185 EMPLOYEE S-T DISABILITY	150
10-4130-193 CONSULTING	10,000
10-4130-194 CONSULTING - COG	21,750
10-4130-200 OFFICE SUPPLIES - PLANNING & ZONING	5,000
10-4130-201 ZONING SPECIFIC OFFICE SUPPLIES	2,500
10-4130-215 HISTORIC PRESERVATION	2,500
10-4130-220 INFRASTRUCTURE	94,500
10-4130-321 TELEPHONE - PLANNING & ZONING	3,500
10-4130-325 POSTAGE - PLANNING & ZONING	2,500
10-4130-331 UTILITIES - PLANNING & ZONING	4,250
10-4130-370 ADVERTISING - PLANNING & ZONING	1,000
TOTAL PLANNING EXPENSE	\$292,400
TOTAL EXPENDITURES	\$1,992,650
NET REVENUES/(EXPENDITURES)	\$0

TOWN OF WEDDINGTON
BUDGET
FY2017

BUDGET
FY2017

FUND BALANCE ASSIGNMENTS

Capital Projects	
Town Hall -- Buildings	\$45,000
Town Hall -- Sidewalks	\$12,000

budget 2017 website

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement is entered this the 30th day of June, 2016 by and between TOWN OF WEDDINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town") and DARYL MATTHEWS D/B/A/ DARYL'S LAWN CARE, a citizen and resident of the County of Union, State of North Carolina (the "Contractor") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Town desires to contract with the Contractor for the provision of certain landscaping and maintenance services on the Town's property, as more particularly described in Exhibit A, (the "Services"), which is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor wishes to contract with the Town to provide the Services;
and

WHEREAS, the Town and the Contractor desire to reach an agreement for the Contractor to provide the Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of the Agreement shall be for a period of one (1) year, beginning July 1, 2016 and ending June 30, 2017 (the "Term"). This Agreement shall automatically renew for additional one year terms, up to a maximum of two additional years.
2. Scope of Services. During the Term, Contractor shall care for and maintain the Town Hall and the immediately surrounding area. All Services rendered shall be completed with the highest standard of care and workmanship prevailing in the field of landscape maintenance in the general geographic area in which the Town is located. The Contractor agrees to perform the Services set forth on "Exhibit A" as attached.
3. Termination. This Agreement may be terminated, by either party, upon ninety (90) days prior written notice.
4. Independent Contractor. The parties agree that the Contractor's relationship to the Town is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship. The Contractor may adopt such arrangements as it desires with respect to the means, method, and manner of performing the Services under this Agreement, provided that those arrangements are consistent with the proper accomplishment of those Services.
5. Billing. Billing shall occur on a monthly basis and the Town shall endeavor to remit all payments within thirty (30) days after receipt of a correct invoice.

6. Payment Schedule. The Town shall compensate the Contractor for providing the Services pursuant to this Agreement by paying the Contractor the following amounts during the Term of this Agreement:

a) Five Hundred Forty Dollars (\$540.00) per month or \$6,480.00 annually for the Services as outlined in Exhibit A.

b) Actual invoiced amount(s) upon receipt of a correct invoice for additional materials and supplies required such as Seed, Fertilizer, Weed Killer, etc.

7. Indemnification. The Contractor shall indemnify, defend and hold harmless the Town from and against any and all actions, causes of action, claims and demands and from all damages, losses, costs or expenses of any nature which arise from or occur in connection with the performance by the Contractor, its employees or agents, of any Services under this Agreement, unless such loss or damage results from the Town's gross negligence or willful misconduct.

8. Notices. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail, bearing the address shown in this Agreement for or such other address as may be designated in writing hereafter by such party.

If to the Contractor: Daryl's Lawn Care
225 Old Mill Road
Waxhaw, North Carolina 28173
Telephone: 704.846.5192

If to the Town: Town of Weddington
1924 Weddington Road
Weddington, North Carolina 28104
Telephone: 704.846.2709

9. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of North Carolina.

10. Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

11. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement and the attached Exhibits embody the entire agreement and understanding of the parties with respect to the subject matter and supercede all

prior and contemporaneous agreements or understandings, whether oral or written, related to its subject matter.

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

DARYL'S LAWN CARE

By: _____
Its: _____

TOWN OF WEDDINGTON

By: 
Its: Mayor

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


Finance Officer

Exhibit A

1. Cut all grass areas as needed or as deemed necessary to maintain a high degree of curb appeal. Grass will be cut weekly during the accepted normal growth period except when weather dictates otherwise.
2. Edge all walkways, curbs, driveways, and or streets as needed during the growing season. Normally twice monthly edging will suffice to maintain a manicured appearance.
3. Clean all grass and debris from walkways curbs, driveways, and or streets after mowing and edging operations.
4. Police grounds to remove trash, limbs, litter prior to mowing.
5. Keep shrubbery, flower beds and mulched areas weeded and groomed at all times. Weed control will be accomplished with herbicides when possible and by hand pulling when danger to desirable plant material may exist.
6. Mulch all shrubbery, flower beds, and tree areas with hardwood mulch on an annual basis. Annual mulching is to occur between January 1, and February 28, any extra mulching to be additionally charged on a monthly basis.
7. Keep all shrubbery trimmed as needed on a year round basis. Shrubbery trimming will be performed a minimum of two (2) times per year.
8. Aerate all established grass areas in the fall before over seeding.
9. Fertilize all grassed areas four times annually with 2- slow release applications, 1-Crab Grass Pre-Emergent, 1-Crab Grass Pre-Emergent with Broadleaf Weed Killer Fertilize Application. Fertilize all trees and shrubbery at least once annually.
10. Control all vegetation in paved areas with the herbicides.
11. During the fall season, leaves will be blown from the grassed areas and removed from maintained ground area.
12. Debris will be removed from Gutters four (4) times per year.
13. During winter months, grounds will be policed periodically for trash and debris. Paved areas will also be blown clear.
14. Remove all dead plants and trees under 6" in diameter within the primary maintenance area. All contract tree removal will occur between November 1 and March 30, unless otherwise jointly agreed.
15. Perform work in a professional manner and minimize the inconvenience to management and / or resident.
16. Provide adequate supervision of employees to insure complete and satisfactory performance.
17. Groundskeeper will have periodic communications with the council member in charge / and or staff to maintain satisfaction for both parties.
18. Maintenance of traffic circle.
19. Seasonal flowers will be planted May and October of each year at town hall, in the front and back beds.

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement is entered this the 30th day of June, 2016 by and between TOWN OF WEDDINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (the "Town") and DARYL MATTHEWS D/B/A/ DARYL'S LAWN CARE, a citizen and resident of the County of Union, State of North Carolina (the "Contractor") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Town desires to contract with the Contractor for the provision of certain landscaping and maintenance services on Highway 84, Highway 16, Hemby Road and Rea Road, as more particularly described in Exhibit A, (the "Services"), which is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor wishes to contract with the Town to provide the Services;
and

WHEREAS, the Town and the Contractor desire to reach an agreement for the Contractor to provide the Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of the Agreement shall be for a period of one (1) year, beginning July 1, 2016 and ending June 30, 2017 (the "Term"). This Agreement shall automatically renew for additional one year terms, up to a maximum of two additional years.
2. Scope of Services. During the Term, Contractor shall care for and maintain the shoulders and medians for areas described in Exhibit B. All Services rendered shall be completed with the highest standard of care and workmanship prevailing in the field of landscape maintenance in the general geographic area in which the Town is located. The Contractor agrees to perform the Services set forth on "Exhibit A" as attached.
3. Materials, Supplies and Equipment. The Contractor will furnish all materials, supplies, equipment and labor necessary to perform the services.
4. Termination. This Agreement may be terminated, by either party, upon ninety (90) days prior written notice.
5. Independent Contractor. The parties agree that the Contractor's relationship to the Town is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship. The Contractor may adopt such arrangements as it desires with respect to the means, method, and manner of performing the Services under this Agreement, provided that those arrangements are consistent with the proper accomplishment of those Services.

6. Billing. Billing shall occur on a monthly basis and the Town shall endeavor to remit all payments within thirty (30) days after receipt of a correct invoice.

7. Payment Schedule. The Town shall compensate the Contractor for providing the Services pursuant to this Agreement by paying the Contractor the following amounts during the Term of this Agreement:

a) Two Thousand Five Hundred Twenty Two Dollars and Fifty Cents (\$2,522.50) per month or Thirty Thousand Two Hundred Seventy Dollars (\$30,270.00) annually for the Services as outlined in Exhibit B.

b) Fees includes all scheduled duties and responsibilities on shoulders and and medians. All other labor and materials will be extra and billed in the month of usage.

c) This contract price includes fuel surcharge, unless fuel prices reach \$4.00 a gallon, then there will be an additional fuel surcharge added to monthly bill.

8. Indemnification. The Contractor shall indemnify, defend and hold harmless the Town from and against any and all actions, causes of action, claims and demands and from all damages, losses, costs or expenses of any nature which arise from or occur in connection with the performance by the Contractor, its employees or agents, of any Services under this Agreement, unless such loss or damage results from the Town's gross negligence or willful misconduct. This shall include, but not be limited to, any and all actions, causes of action, claims and demands and from all damages, losses, costs or expenses resulting from any automobile accidents caused by or in connection with the Services.

9. Insurance. The contractor shall carry Worker's Compensation and Employer Liability Insurance in amounts complying with all the Federal, State and local laws, codes and ordinances applying to the Services covered by this Agreement. The Contractor shall carry General Liability Insurance in the amount of Three Hundred Thousand Dollars (\$300,000.00) coverage for each Occurrence with Three Hundred Thousand Dollars (\$300,000.00) aggregate coverage. The Contractor shall furnish Certificates of Insurance for the Worker's Compensation and Employer Liability Insurance and the General Liability Insurance prior to commencing work under the Agreement.

10. Compliance with Statutes and Regulations. The Contractor shall comply with all Federal, State and local laws, codes and ordinances applying to the Services covered by this Agreement, shall give adequate notices relating to the Services to any necessary authorities and shall secure and pay for any and all necessary licenses or permits needed to perform the Services. This includes, but shall not be limited to, the Occupational Safety and Health Act of 1970 (OSHA) and all rules and regulations applying to the Services as governed by the North Carolina Department of Transportation. Where there is an inconsistency between the provisions of this Agreement and an Federal, State and local laws, codes and ordinances, the Contractor shall, at no additional cost to the Customer, comply with said Federal State and local laws, codes and ordinance. In the event of such an inconsistency, the Contractor shall notify the Town of any

intent to deviate from the Agreement and shall obtain written permission from the Town prior to any such deviation.

11. Notices. All notices and other communications required or permitted under this Agreement shall be deemed to have been duly made if in writing and if served either by personal delivery to the party for whom intended or by being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail, bearing the address shown in this Agreement for or such other address as may be designated in writing hereafter by such party.

If to the Contractor: Daryl's Lawn Care
225 Old Mill Road
Waxhaw, North Carolina 28173
Telephone: 704.846.5192

If to the Town: Town of Weddington
1924 Weddington Road
Weddington, North Carolina 28104
Telephone: 704.846.2709

12. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of North Carolina.

13. Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

14. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

15. Entire Agreement. This Agreement and the attached Exhibits embody the entire agreement and understanding of the parties with respect to the subject matter and supercede all prior and contemporaneous agreements or understandings, whether oral or written, related to its subject matter.

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

DARYL'S LAWN CARE

By: _____
Its: _____

TOWN OF WEDDINGTON

By:

Its: Mayor

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

Joseph D. Jones
Finance Officer

Exhibit A

1. Cut grass along shoulders 10' – 15' behind sidewalks and medians as marked on the attached map. Grass will be cut as needed or as deemed necessary to maintain a high degree of curb appeal.
2. Edge all curbs, sidewalks and medians as needed during the growing season. Normally, once monthly edging will suffice to maintain a manicured appearance.
3. Weed eating around tree beds, signs, and along banks will be done after each mowing.
4. Clean all grass and debris from walkways, curbs, driveways, and / or streets after mowing and edging operations.
5. Police grounds to remove trash, limbs, litter prior to mowing. (There will be an extra labor charge for labor time of any excessive littering).
6. Weeds in joints of concrete and in mulched median beds and beds around trees will be treated with herbicides.
7. During the fall season, leaves will be blown from the grassed areas and removed from the maintained ground area.
8. During winter months, grounds will be policed periodically for trash and debris. Paved areas will also be blown clear.
9. Remove all dead plants and trees under 6" in diameter within the primary maintenance area. All contract tree removal will occur between November 1 and March 30, unless otherwise jointly agreed.
10. Perform work in a professional manner and minimize the inconvenience to town staff and / or residents.
11. Provide adequate supervision of employees to insure complete and satisfactory performance.
12. Groundskeepers will have periodic communications with the council member in charge / and or staff to maintain satisfactory for both parties.
13. Shrubs and trees will be trimmed one time per year. Shrubbery trimming will include dead heading daylilies, but not include ornamental grasses.
14. Fertilize all trees and shrubbery once annually. This will occur in early spring.
15. Maintain median at intersections of Matthews- Weddington Road and Tilley Morris Road. This would include weed control with herbicide.
16. Mulch all medians and tree beds one time bi-annually. Mulching will be done December 2017 to February 28, 2018. Mulching will be applied at a minimum of 4" in depth. Pricing will be quoted and based on market value of mulch as of 2016 at Twenty Four Dollars (\$24.00) per yard delivered and spread at Forty Dollars (\$40.00) per yard. This price may change by December 2017 due to additional square footage of beds or mulch price decrease or increase per yard.

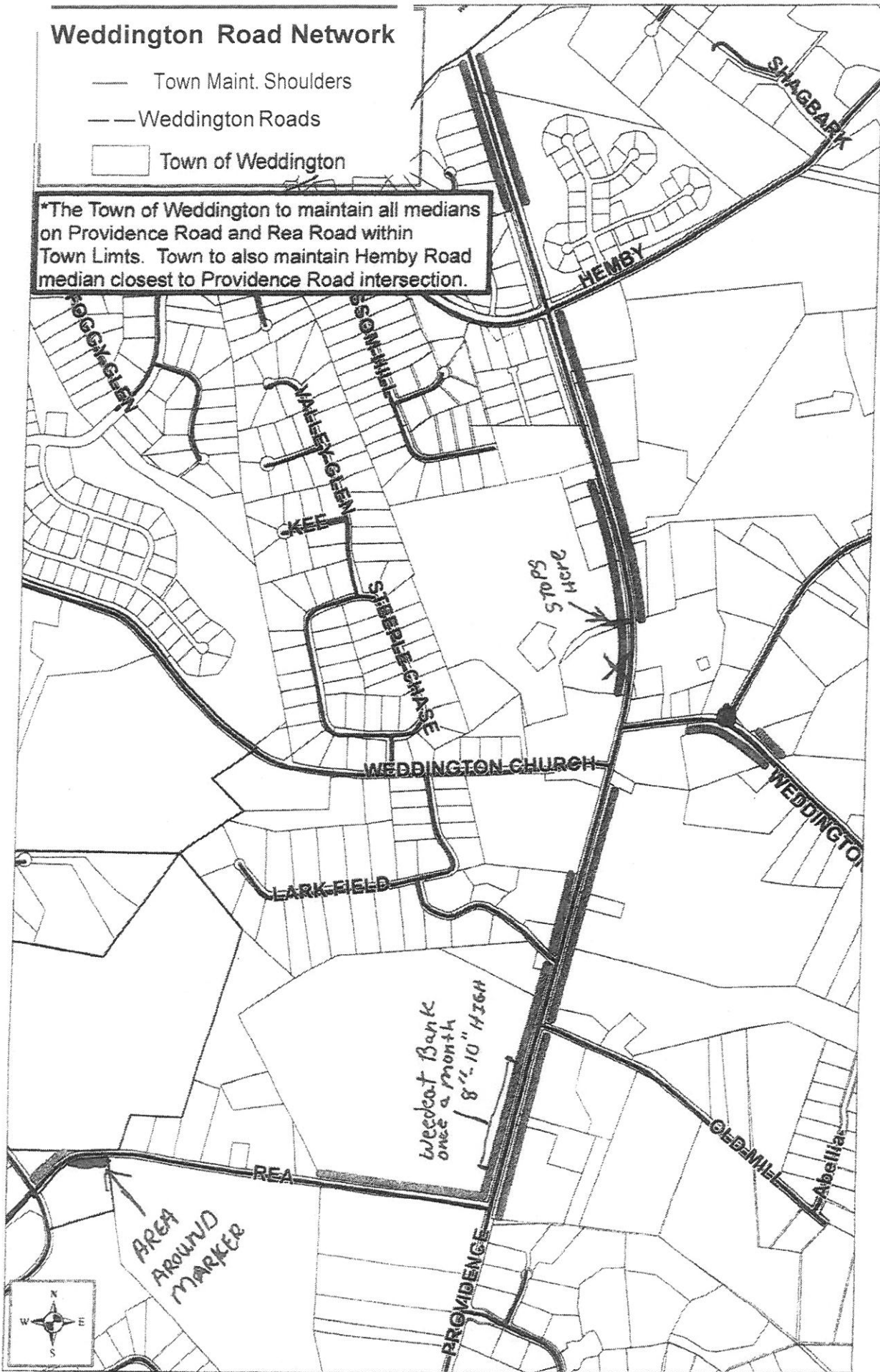
Weddington Road Network

----- Town Maint. Shoulders

— —Weddington Roads

☐ Town of Weddington

*The Town of Weddington to maintain all medians on Providence Road and Rea Road within Town Limts. Town to also maintain Hemby Road median closest to Providence Road intersection.



Features

C:J Median for Mowing

C::J Structures

O

1/. (fJedlO.46

taw + sf; o.y Weeds

TILLY MORRIS

MATTHEWS WEDDINGTON

WEDDINGTON MATTHEWS

CARI

Forest LAWN DR

STOP

CJ

O

30.0 Feet

0 75 150



Rowell, Craven & Short, PA
Certified Public Accountants

7540 Matthews-Mint Hill Road
Charlotte, NC 28227
Phone: 704-545-9771
Fax: 704-545-0946
www.rowellcravenshort.com

May 24, 2016

Ms. Leslie Gaylord
Finance Officer
Town of Weddington
1924 Weddington Road
Weddington, North Carolina 28104

Re: Proposal for Audit of Town of Weddington

Dear Ms. Gaylord:

We are pleased to have this opportunity to submit this quote of our fee and scope of the audit. The following information contains our procedures, time line and fee.

Fees and Scope

- The primary contact person at the Firm will be Ann R. Craven, CPA at 704-545-9771 (ext 103).
- We currently use governmental audit programs designed by Practitioners Publishing Company, and we modify them to meet the needs of each client.
- We use random sampling in our audit procedures to pull samples to test particular attributes.
- We will not use computer audit specialists.
- Management letter contents generally include control deficiencies in internal control and suggestions on how to improve upon those deficiencies. Operational cost-saving ideas are communicated where appropriate.
- We would appreciate assistance in preparing confirmation requests, locating vendor invoices as requested, preparing a listing of capital expenditures and preparation of account analysis where appropriate.
- A tentative schedule for completing the audit is as follows:

June 22-24, 2016 – Preliminary Work
August 11 – August 20, 2016 – Field Work

10 copies of report to be issued by October 31, 2016, if approved by the Local Government Commission.

- Fee quote for the June 30, 2016 audit is as follows:

Estimates are as follows:

On Site interim work (includes preplanning)	
Senior Staff 10 hours x \$145/hr	\$ 1,450
	<u>\$ 1,450</u>
On Site final field work	
Senior Staff 102 hours x \$145/hr	\$ 1,450
Senior Staff 28 hours x \$ 85/hr	2,380
	<u>\$ 3,830</u>
Office work (report preparation and discussions with LGC)	
Senior Staff 10 hours x \$145/hr	\$ 1,450
Senior Staff 8 hours x \$ 85/hr	680
Senior Staff Review 3 Hours x \$200	600
Clerical 5 hours x \$ 55/hr	275
	<u>\$ 3,005</u>
Total fee proposed	<u><u>\$ 8,285</u></u>
Round to next \$100	\$ 8,300

The above fee includes report preparation by our clerical staff and is based on providing you 10 copies of the report. We would charge an hourly rate of \$55 per hour to prepare additional report copies if it becomes necessary. This quote assumes that we encounter no major problems and all accounts are properly reconciled. If additional time is needed to reconcile accounts and perform bookkeeping procedures, we will charge an additional \$55-60 per hour. We will discuss this with you in advance of performing the procedures. There are no travel costs since we are a local firm.

We estimate the fee for the years ended June 30, 2017 and 2018 to be \$8,500 and \$8,670, respectively. This quote is based on an estimated inflation rate of 2%. It also assumes no major changes in the Town's method of operations, additions of major funds, and no additional reporting requirements.

We appreciate the opportunity to submit this quote. If you need further information or have additional questions you need answered, please contact us and we will provide a prompt response.

Sincerely,

Rowell, Craven & Short, P.A.
Rowell, Craven & Short, P.A.

**TOWN OF WEDDINGTON
PROPOSED BUDGET AMENDMENT
FYE 6/30/2016**

		Original Budget FY2016		Amended Budget FY2016	
Revenues					
Ad Valorem Taxes		1,024,825		1,039,825	[a]
State-Collected Revenues		751,000		776,000	[a]
Zoning & Subdivision		80,000		85,000	[a]
Other Revenues		6,000		6,000	
Total Revenues		1,861,825		1,906,825	
Expenditures					
General Government		1,124,872		1,247,872	[a] [b]
Administrative		470,053		473,553	[b]
Planning and Zoning		266,900		185,400	[b]
Total Expenditures		1,861,825		1,906,825	

[a] Actual revenues are higher than originally budgeted. Additional revenues are appropriated for potential legal expenditures related to policy updates, board of adjustment hearings and ongoing litigation.

[b] Line item reclasses between departments.