# TOWN OF WEDDINGTON REGULAR TOWN COUNCIL MEETING MONDAY, JULY 09, 2018 – 7:00 P.M. WEDDINGTON TOWN HALL 1924 WEDDINGTON ROAD WEDDINGTON, NC 28104

#### **AGENDA**

Prayer - Shane Freeman, Senior Pastor, Southbrook Church

- 1. OPEN THE MEETING
- 2. PLEDGE OF ALLEGIANCE
- 3. DETERMINATION OF QUORUM
- 4. ADDITIONS, DELETIONS AND/OR ADOPTION OF THE AGENDA
- 5. Public Comments
- 6. Consent Agenda
  - A. Approve the Union County Community Development Block Grant Cooperative Agreement
  - B. Authorize the Tax Collector to Collect the 2018 Real Property Taxes for the Town of Weddington
- 7. APPROVAL TOWN COUNCIL MINUTES
  - A. June 11, 2018 Town Council Regular Meeting Minutes
  - B. June 26, 2018 Town Council Special Meeting Minutes
- 8. OLD BUSINESS
  - A. Discussion and Consideration of Disposal of Surplus Personal Property Policy
  - B. Discussion of Meeting with Randall Arendt
- 9. New Business
  - A. Discussion of Extra Territorial Jurisdiction
  - B. Discussion of House Renovation and Property Development Ideas
  - C. Discussion and Consideration of a Modification of the Subdivision Ordinance Section 46-76(g) Cul de Sac for Weddington Acres (formerly Graham Allen) Subdivision
- 10. UPDATE FROM TOWN PLANNER
- 11. CODE ENFORCEMENT REPORT
- 12. UPDATE FROM FINANCE OFFICER AND TAX COLLECTOR
- 13. TRANSPORTATION REPORT
- 14. COUNCIL COMMENTS
- 15. ADJOURNMENT

# TOWN OF WEDDINGTON REGULAR TOWN COUNCIL MEETING MONDAY, JULY 09, 2018 – 7:00 P.M. WEDDINGTON TOWN HALL MINUTES Page 10f 8

Prayer - Shane Freeman, Senior Pastor, Southbrook Church

#### 1. OPEN THE MEETING

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

#### 2. PLEDGE OF ALLEGIANCE

Mayor Callis led the Pledge of Allegiance.

#### 3. DETERMINATION OF QUORUM

Quorum was determined with Mayor Elizabeth Callis, Mayor Pro Tem Janice Propst, Councilmembers Jeff Perryman, Mike Smith and Scott Buzzard present.

Staff Present: Town Administrator/Planner Lisa Thompson, Town Clerk Karen Dewey, Finance Officer Leslie

Gaylord

Visitors: Curtis Blackwood, Audrey Blackwood, Sean Paone, Graham Allen, Randy Allen, Bill Deter, Rob

Dow, Sunil Kothapalli, Alix Pavlic Phillips, Brian Bednar, Betsy King, Walt Hogan, Carol Hogan

#### 4. ADDITIONS, DELETIONS AND/OR ADOPTION OF THE AGENDA

Councilmember Smith requested to remove item 8B Discussion of Meeting with Randall Arendt.

Motion: Mayor Pro Tem Propst made a motion to approve the agenda as amended.

**Vote:** The motion passed with a unanimous vote.

#### 5. PUBLIC COMMENTS

Mayor Callis read a brief statement of the public comment policy: Please be aware that the meetings are recorded. Comments are limited to 3 minutes per speaker; you may not give your 3 minutes to another speaker to increase that person's allotted time. All comments are to be directed to the entire Council as a whole and not individuals. Speakers will be expected to be civil in their language and presentation and act within reasonable standards of courtesy. We ask the audience, as well as the speakers, maintain order and decorum in your conduct throughout the Public Comment period. Speakers may not engage in slander, name calling, personal attacks or threatening or otherwise aggressive speech or behavior that the Town Council reasonably believes will imminently result in a disruption of the meeting.

Curtis Blackwood -1401 Hawkstone Drive: Mr. Blackwood spoke on the petition presented requesting the Town of Weddington to exercise Extra Territorial Jurisdiction over a defined area, including Chatsworth Subdivision.

Sunil Kothapalli – 1500 Hawkstone Drive: Mr. Kothapalli also spoke to the Extra Territorial Jurisdiction petition. He stated his desire for Weddington to take control of the zoning surrounding the Chatsworth Subdivision so commercial development in that area would be limited.

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 2 of 8

#### 6. CONSENT AGENDA

A. Approve the Union County Community Development Block Grant Cooperative Agreement

B. Authorize the Tax Collector to Collect the 2018 Real Property Taxes for the Town of Weddington

*Motion:* Councilmember Smith made a motion to approve the consent agenda as presented.

**Vote:** The motion passed with a unanimous vote.

#### 7. APPROVAL TOWN COUNCIL MINUTES

#### A. June 11, 2018 Town Council Regular Meeting Minutes

**Motion**: Councilmember Smith made a motion to approve the June 11, 2018 Town Council

Regular Meeting Minutes as presented.

**Vote:** The motion passed with a unanimous vote.

#### B. June 26, 2018 Town Council Special Meeting Minutes

*Motion*: Councilmember Smith made a motion to approve the June 26, 2018 Town Council

Special Meeting Minutes as presented.

**Vote:** The motion passed with a unanimous vote.

#### 8. OLD BUSINESS

#### A. Discussion and Consideration of Disposal of Surplus Personal Property Policy

Ms. Thompson stated NCGS 160A-266 allows a city governing board to adopt a policy for the procedure for disposing of personal property valued at less than \$30,000. The governing board may authorize an individual to conduct sales at any time without published notice. The policy for Council consideration requires the Town Administrator to secure fair market value and to keep a record of the property sold, to whom it was sold, and the sale price. Ms. Thompson added a statement to paragraph 3 of the draft policy that requires Town Council notification for any items being sold 30 days prior to disposal.

Councilmember Smith asked for any thoughts from the Council.

Councilmember Buzzard stated that he would like the Council to have a say in what property should be disposed of. He agrees with streamlining the process; however he wants clarification on how the process will happen.

Councilmember Smith stated that he wants checks and balances. His concern is that policy is open ended. He would like to see some collaboration between staff and Council.

Councilmember Perryman stated that he believes we need the policy, yet he agrees it needs some tweaking. He would like to see oversight given to the Council. He thinks Council and family members should be added to the list of people not receiving preferential treatment.

Councilmember Smith asked if we can achieve the streamlining of this process without encumbering Staff with the red tape.

Ms. Thompson explained this policy will exempt staff from the statutory resolution requirement. She

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 3 of 8

stated that staff could get internal approval of items to be sold by taking a straw poll of council members.

Councilmember Smith stated that an internal straw poll for approval of items to be disposed of would be acceptable.

Councilmember Buzzard stated that this will give everybody some protection. He stated that Council doesn't want the administrator getting in trouble over disposing of something that shouldn't be disposed of.

Council agreed that Ms. Thompson would edit the policy and bring it back to the next meeting.

#### \*\* B. Discussion of Meeting with Randall Arendt

#### 9. NEW BUSINESS

#### A. Discussion of Extra Territorial Jurisdiction

Ms. Thompson presented the staff report: Extra Territorial Jurisdiction (ETJ) allows municipalities to apply zoning regulations to a perimeter around the town. With the town's population being over 10,000, Weddington has the right to consider an ETJ boundary up to 2 miles outside the limits. Staff received a petition (petition and map of area attached for the record) from Union County residents requesting ETJ. The Town last considered ETJ in 2002 and at that time, the County did not approve an agreement to release zoning authority to the Town. In order to consider agreeing to ETJ, the County needs a resolution from the Town requesting it.

Councilmember Perryman stated that he is wary of exercising the zoning right and perhaps having other municipalities doing it to us. It should be approached with the understanding that we are going outside of the town boundaries to ask for something.

Mayor Pro Tem Propst stated that she supports property rights. For the Town to have control over someone's property, that property should be within town limits. She stated that she isn't supportive of ETJ, she thinks the property owners should pay Weddington taxes. If the property owners don't pay taxes, Weddington shouldn't tell them what to do. Mayor Pro Tem Propst believes that if there are some neighborhoods that would like to be a part of Weddington, annexation is something to consider. Some of the parcels being considered for rezoning within the ETJ requested area, are already rezoned. Mayor Pro Tem Propst has issue with ETJ over only a certain area. If Town is considering ETJ, it should include the perimeter of the whole town.

Councilmember Buzzard stated that he is not a fan of spot zoning. It may be different if property owners wanted to be part of the town. He stated that he would be supportive of voluntary annexation. He is very reluctant to look at a spotty ETJ.

Councilmember Smith stated that he agrees with what the rest of the Council has stated.

Council directed Ms. Thompson to let the petitioners know.

#### B. Discussion of House Renovation and Property Development Ideas

Ms. Thompson stated that staff received quotes to make property structurally sound. In order to start the

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 4 of 8

process, staff had to figure out the occupancy. It was figured at a maximum of 50 persons and considered a business occupancy under the building code. While this occupancy will not require a sprinkler system, it still does require male and female bathrooms. Environmental health conducted a septic inspection and determined the current system will handle the proposed use. Staff received quote for approximately \$40,000 to get the floor structure up to business code. Staff also received 2 quotes for the roof repair, the best one is \$17,000. Contractors will need to be scheduled about 60 days out from beginning work, so with an August decision, work will be extending into the fall and winter months. Ms. Thompson referred to the survey results asking for more park and open space. She suggested hiring a landscape architect to get site planning and land use ideas for the parcel.

Councilmember Perryman stated that if the house can be salvaged, it would be a benefit in the long term. He stated that he is also in favor of getting a bigger area for town events.

Councilmember Buzzard stated that he had opportunity to look at house. He believes that Council needs to decide what to do with the space. He stated that he believes that trying to make the structure only accessible to 50 persons to avoid putting in sprinklers, is not necessarily the best use. He is not sold on tearing it down, however he stated that 50 people can be put in a room designed for 100, but 100 people cannot be put in a room designed for 50. If the Town wants the opportunity to have large gatherings, limiting the occupancy to only 50 people will limit what can be done with the house. He stated that there are fantastic structures unique with that house that can be incorporated into a building that will fit what the Town actually wants.

Councilmember Smith stated that when the Town first bought the property the intent was that as the town grows, it could be used for extra space if a new town hall was needed. He believes the Council needs to determine what is cost effective to meet the Town needs. He stated the need to discuss what is wanted to be done with this structure. He stated that after speaking with Ms. Thompson, he believes it is a good idea to have someone come in and help with a master plan and options of what it can be used for. Time is running short on house because it is in ill repair. The roof needs repair and it will destroy the house if not done soon. There is a general concept of what to use it for: a gathering place. What needs to be discussed is what to do with house. To fix it up or build something that will accommodate town use. If there isn't a use for the house, then Council should figure out what the town needs in its place.

Mayor Pro Tem Propst stated her agreement. She stated that initially that property was purchased just for the property. When the driveway is moved, the Town will then have 5 contiguous acres. She referred to the survey results that stated residents asked for more open green space for Town events. When the property was purchased, it wasn't known if the house was salvageable. It needs a new roof and the quotes are reasonable. It is a 1930s bungalow and cannot be replaced. She asked if it can it be incorporated into a plan. She also stated the current town hall does not have enough room for the deputies. Mayor Pro Tem Propst believes the house has lots of character that won't be in a new structure. She agreed that getting Ms. Thompson moving forward on getting designs of what can be done with the structure and five acres.

Councilmember Perryman agreed with Councilmembers Buzzard and Smith: the size of the house is a limitation. He stated his interest to see designs for incorporating house into a structure to accommodate more people. He stated his agreement with Mayor Pro Tem Prost that he would like to save the house, but he understands the economics.

Mayor Callis stated that she loves the property, but she believes it is about finding a number: what is too much to invest in the house? She believes Council can work with Ms. Gaylord to come up with budget of

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 5 of 8

what is a reasonable amount to salvage the house.

Councilmember Smith stated that Council needs to decide on a maximum amount to be spent on repairs and renovations.

Councilmember Buzzard stated that it is more of an issue of use. If it costs \$100,000 to save the house, but doesn't match what the Town had in mind for uses, the amount spent is a moot point. He believes it would be more beneficial to see the uses, and then come up with a budget.

Council gave Ms. Thompson direction to get ideas and plans from landscape architect for the property.

## C. Discussion and Consideration of a Modification of the Subdivision Ordinance Section 46-76(g) Cul de Sac for Weddington Acres (formerly Graham Allen) Subdivision

Ms. Thompson presented the staff report: Graham Allen is requesting a modification of the subdivision ordinance from Section 46-76(g), related to cul-de-sac length. Originally the Planning Board reviewed a 1026' cul de sac for this subdivision on November 14, 2016 and recommended approval. The Town Council requested the applicant bring back an alternative that eliminated a flag lot; however it created two double frontage lots. The plan that was approved was a 762' cul de sac. The applicant is re-applying for a modification to go back to the original plan. Since that approval, the applicant has agreed to construct a right turn lane taper off of Weddington Matthews Road and has rearranged the lots to remove the flag lots. In doing so, the cul de sac length was increased from 1,026' to 1,060'. The Planning Board reviewed the latest modification request on June 25, 2018 and unanimously agreed to forward the Subdivision Modification Application to Town Council with an unfavorable recommendation.

Councilmember Perryman asked to clarify that the Planning Board originally recommended approval for the 1026' cul de sac and the Town Council made some changes to that plan. He asked Ms. Thompson if she would consider the changes made (the elimination of flag lots, the addition of a taper off Weddington Matthews Road, and the extra 34' to the cul de sac) as compared to original approved plan, as improvements to the plan.

Ms. Thompson stated that she would.

There was no further Council discussion. Ms. Thompson read the Findings of Fact:

(1) There are special circumstances or conditions affecting said property such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land.

Testimony was previously presented with regards to the characteristics of the adjoining property and the limitations of ingress and egress of the adjoining properties to the current site.

(2) The modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner.

The modification provides for a more fluid development and addresses some of the concerns. The 162 foot requested variance is not that substantial relative to what was being originally proposed.

(3) The circumstances giving rise to the need for the modification are peculiar to the parcel and

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 6 of 8

#### are not generally characteristic of other parcels in the jurisdiction of this chapter.

The back side of the property is surrounded by two RCD conservation districts. There is an issue with power lines with respect to the easement of the power lines. The two front areas are abutted by two different roads – Antioch Church and Matthews-Weddington Roads.

(4) The granting of the modification will not be detrimental to the public health, safety and welfare or be injurious to other property in the territory in which said property is situated.

There is now a through road rather than a turnaround as originally presented. By allowing the 162 foot modification, instead of having two homes with roads on both the front and the back, there will only be one home in a circular so there will be less flag and double frontage lots.

(5) The modification will not vary the provisions of Chapter 58 applicable to the property.

The subdivision regulations provide for modifications by Council and in the judgment of the Council the modification meets the standards and objectives of the Chapter.

#### Two conditions:

• The amendments to the construction plans shall be reviewed and approved by staff.

• The revised final plat shall be reviewed by the Planning Board and approved by Town Council

**Motion:** Councilmember Perryman made a motion to adopt findings of fact as read into the

record by staff and approve the modification of the subdivision ordinance 46-76(g), cul de sac for Weddington Acres Subdivision allowing a cul de sac length of

1.060 feet.

**Vote:** The motion passes with 3 votes for and 1 against. Mayor Pro Tem Propst,

Councilmembers Smith and Perryman voted in favor. Councilmember Buzzard

voted against.

#### 10. UPDATE FROM TOWN PLANNER

Ms. Thompson presented the update: she met with Union Power regarding the work on the transmission lines. She stated that the goal is to get Beulah Church Road and Hemby Road transmission lines up before the start of the school year. Then, Union Power will work behind the Bromley subdivision and down Providence Road in the fall and winter.

The Town has received conditional rezoning plans Christ Lutheran Church for the Reid Dairy Farm property – about 12 acres next to Walden at Providence. Public Information Meetings and Planning Board review are expected in August.

Staff had a meeting with Union County Parks and Recreation about the development of a wayfinding system. The County is developing a master plan and design for the entire county, and hopes the towns will be able to implement the plan. They are looking to identify schools, historic sites, and town halls having all municipalities in the county match the master plan but allow town specific emblems or symbols.

Ms. Thompson spoke with Justin Carroll regarding the Tilley Morris roundabout. She wanted to review concerns with design and traffic count projections. The Town wants to be sure NCDOT is considering the Waverly connection and the new I-485 – Weddington Road connection and the transfer of traffic into that roundabout to

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 7 of 8

ensure it is done right the first time and get the turn lanes needed.

#### 11. CODE ENFORCEMENT REPORT(hereby incorporated for the record)

Ms. Thompson stated: the only new item on the report is number 5 - 3824 Beulah Church Road - general trash and debris in the back yard around trash containers and utility building. A courtesy letter was sent.

Staff received grass and junk complaints on Huntington drive. Last week, staff received 2 complaints from Providence Woods, so the junk complaints continue. Staff has received a junk ordinance from the town attorney and Councilmembers Smith and Perryman reviewed it with her today. Ms. Thompson hopes to have a draft next month.

Councilmember Buzzard asked if the Town has started anything with Ambassador Court house. Ms. Thompson stated that she pulled up the old report and will schedule meeting with code enforcement to review it and come up with a checklist of things to look at.

#### 12. UPDATE FROM FINANCE OFFICER AND TAX COLLECTOR (hereby incorporated for the record)

Ms. Gaylord presented the last financial statement of fiscal year. She stated that it is not final as there are some sales tax distributions and June expenses not included. The Town finished the year at around \$258,000 net revenue, about half of that is due to the Tilley Morris roundabout payment being pushed into the next fiscal year. Council had no questions.

#### 13. TRANSPORTATION REPORT

Councilmember Buzzard stated that the last meeting of the CRTPO the majority of the members from outside of Charlotte made it for the meeting, however the Charlotte representatives didn't show up, so there wasn't a quorum. There are some issues with the Charlotte representation.

#### 14. COUNCIL COMMENTS

Councilmember Perryman: I would just like to thank everybody for being here this evening. It's always good to see folks coming out to our meetings. Enjoy the summer. I just spent 4 days at the beach with the family and had a great time.

Councilmember Smith: I will keep it short and just echo what he said: thank you for coming out.

Mayor Pro Tem Propst: Thank you everybody for coming out. Have a great summer. Stay safe.

Councilmember Buzzard: And the same. Thank y'all.

Mayor Callis: I would like to give special thanks to thank Pastor Shane Freeman from Southbrook Church for taking time to come out and pray over our meeting. That was very thoughtful. Thank you

#### 15. ADJOURNMENT

*Motion:* Councilmember Smith made a motion to adjourn the July 9, 2018 Town Council Regular Meeting at 7:48 p.m.

Town of Weddington Town Council Regular Meeting 07/09/2018 Page 8 of 8

Vote:

The motion passed with a unanimous vote

Adopted: Aug 13 2018

Elizabeth Callis, Mayor

Karen Dewey, Clerk

## CDBG Agreement

THIS AGREEMENT made and entered into this 9th day of 501, 2018 by and between the 100 Town of Weddington, North Carolina hereinafter referred to as the "Community", and the 100 County of Union, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "County".

#### WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974 as amended (the "Act") provides for the distribution of federal funds through the Community Development Block Grant ("CDBG") program to eligible public entities; and

WHEREAS, those public entities which are eligible to receive said federal funds are cities with a population more than 50,000, "hold harmless" public entities, and urban counties; and

WHEREAS, public entities that do not otherwise come within the definition of an eligible public entity may cooperate and participate with an eligible public entity such as an Urban County; and

WHEREAS, since County has heretofore qualified as an "Urban County" under the Act, County again solicits the cooperation and co-participation of public entities such as Community in its application for federal assistance under the Act for the Federal Fiscal Years of 2019, 2020 and 2021 and subsequent three-year periods thereafter; and

WHEREAS, Community, having a population of less than 50,000, desires to cooperate and co-participate with County in this venture; and

WHEREAS, this Agreement by and between Community and County establishes the formal relationship to cooperate and co-participate; and

WHEREAS, County has received a communication from the United States Department of Housing and Urban Development ("HUD"), regarding additional language which must be included in this Agreement; and

WHEREAS, the Agreement with this additional language must be executed by the parties and submitted to HUD by July 20, 2018; and

WHEREAS, Community has previously, by an official act of pronouncement, expressed its intent and desire to jointly participate in the housing and community development programs of the Urban County and to submit a joint application to establish or re-establish the Urban County for the fiscal years 2019, 2020 and 2021 and subsequent three-year periods thereafter, as required by the U.S. Department of Housing and Urban Development; and

WHEREAS, Community now desires to enter into this Agreement with County so that it may qualify, under applicable provisions of the Act and HUD regulations, as co-participant with County in eligible activities under the Act.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereto agree as follows:

#### 1. Purpose:

County and Community agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; economic development, neighborhood facilities, housing rehabilitation, and other appropriate housing assistance to primarily benefit lower and moderate-income people. This Agreement includes participation in the CDBG Program.

#### 2. <u>Term</u>:

The term of this Agreement shall be for the Federal Fiscal Years of 2019, 2020 and 2021, after which the term shall be automatically renewed unless action is taken by the Community to terminate this Agreement. As provided by HUD rules and regulations, this Agreement shall automatically be renewed for participation in successive three-year qualification periods, unless County or Community provides written notice electing not to participate in a new qualification period, provided however, that this Agreement shall remain in effect until CDBG, HOME and ESG funds and income received with respect to the three-year qualification period are expended and the funded activities are completed. County and Community cannot terminate or withdraw from this Agreement while the Agreement remains in effect.

By the date specified in HUD's Urban County Qualification Notice CPD-18-02, and for a subsequent qualification period of three years, County will notify Community in writing of its right not to participate. Should there be changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year Urban County qualification period, amendment(s) to this Agreement shall be executed between County and Community and then submitted to HUD. Failure to do so will void the automatic renewal of such qualification period.

#### 3. County's Responsibility as Applicant:

a. County, as applicant, has ultimate responsibility for executing the housing and community development programs on behalf of the Urban County, following its Consolidated Plan, which provides for an analysis of housing and non-housing community development needs of the geographic area, and meeting the requirements of other applicable laws, including but not limited to the National Environmental Policy Act, the Uniform Relocation Act, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and the Americans with Disabilities Act of 1990.

County is the lead agent for carrying out the Urban County CDBG Program. Therefore, County requires Community, and Community agrees to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, strictly adhere to the Consolidated Plan as approved and to all assurances and certifications provided to HUD, including taking all actions necessary to comply with the Urban County's certifications under Section 104(b) of Title I of the Act, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively further fair housing. All parties to the Cooperation Agreement must comply with 24 CFR § 91.225(a) and to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. County requires Community, and Community agrees to comply with all other applicable laws.

This Agreement shall also prohibit the Urban County from funding activities in or in support of, any cooperating unit of general local government that does not affirmatively

further fair housing within its own jurisdiction or that impedes County's actions to comply with its own fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may

constitute noncompliance by the grantee (i.e. the Urban County) that may, in turn, provide cause for funding sanctions or other remedial actions by HUD.

County shall not provide CDBG funds for activities in, or in support of Community that does not affirmatively further fair housing within its own jurisdiction or for activities that impede County's actions to comply with its fair housing certification. In addition, County and Community are responsible for taking all required actions to comply with the provisions of the National Environmental Policy Act of 1969.

- b. Further, pursuant to 24 CFR § 570.501(b), County, as applicant, has the responsibility for ensuring that CDBG funds are used in accordance with all program requirements, determining the adequacy of performance under agreements and procurement contracts, and taking appropriate action when performance problems arise. Therefore, before disbursing any CDBG funds to Community or projects in Community, County will require Community, and Community agrees to enter into a written agreement for each individual project.
- c. Community may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds on exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement applies to the qualification and requalification of an Urban County and is contained in the Transportation, Housing and Urban Development, and Related Agencies

#### 4. Community Subject to Same Requirements as Subrecipients:

Pursuant to 24 CFR § 570.501(b), Community is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR §570.503. As applicant, County has the responsibility for ensuring that CDBG funds are used in accordance with all program requirements, determining the adequacy of performance under agreements and procurement contracts, and taking appropriate action when performance problems arise. Therefore, before disbursing any CDBG funds to Community or projects in Community, County will require Community, and Community agrees to enter into a written agreement for each individual project.

#### 5. Community 's Adoption and Enforcement of Policies:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

#### 6. Community Eligibility for CDBG, HOME and ESG Funding

By executing this Agreement, the Community understands that it:

- May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Urban County's CDBG Program;
- b. May participate in HOME Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, Community cannot form a HOME Consortium with other local governments; and
- c. May receive a formula allocation under the ESG Program only through the Urban County, although this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the State allows.

#### 7. Affirmative Action:

Under County's ultimate supervision and responsibility, Community covenants and agrees that it will abide by and enforce all applicable affirmative action requirements

including, but not limited to Executive Order No. 11246, the Equal Employment Opportunities Act, and local affirmative action plans.

#### 8. County's Responsibility to Community:

In addition to the foregoing obligations:

- a. County shall, in preparing Consolidated Plans, Annual Action Plans, and any relevant future plans ("plan") under the Act, solicit to the extent allowed by the Act and all lawful HUD regulations, Community 's participation in the development of such future plans which refer to Community 's activities under the Act.
- b. In accordance with instructions from HUD, County agrees to permit Community carry out the essential community development and housing assistance activities provided for in the application and in future Consolidated and/or Annual Action Plans.
- c. County agrees to distribute funding it receives from its current Annual Action Plan and in future Consolidated and/or Annual Action Plans, in accordance with the terms and provisions therein contained, or in accordance with such terms and conditions as required by the Act or HUD.

#### 9. Community 's Responsibilities to County:

In addition to the foregoing obligations:

- a. Community agrees to expend any funds received by virtue of any of the Urban County's plans only in accordance with the terms and conditions stated therein, or as amended by HUD.
- b. Community agrees to cooperate with the Urban County, as it has heretofore, with the development of current and future Consolidated Plans for the Urban County in which housing and community development activities are funded by CDBG to be continued or undertaken by Community within its boundaries are included.

#### 10. Program Income

- a. Community must inform County of any income generated by the expenditure of CDBG, HOME or ESG funds received by Community.
- b. Any such program income must be paid to County, or Community may retain the program income subject to requirements set forth in this Agreement.
- c. Any program income Community is authorized to retain may only be used for eligible activities in accordance with all CDBG, HOME or ESG requirements as may then apply.

- d. County has the responsibility for monitoring and reporting to HUD on the use of any such program income, and County shall require appropriate recordkeeping and reporting by Community as may be needed for this purpose.
- e. In the event of close-out or change in status of Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to County.

## 11. Acquisition, Change in Use, and Disposition of Real Property Acquired or Improved with CDBG Funds:

If at any time after CDBG funds are allocated, in whole or in part, for the acquisition or improvement of real property, which is within the control of Community, and if there is a change in the proposed use of said property, including disposition, Community shall notify County of the proposed change. Community shall reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations at any time prior to or subsequent to the close-out, change of status or termination of this Agreement between County and Community.

#### 12. Headings

The headings in this document are merely for the convenience of the parties, and do not form a material part of this document. Headings shall not be considered in the construction of this document.

#### 13. Minor Amendments to the Agreement

Notwithstanding paragraph 2 above, should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively by Community Manager of Community.

All remaining provisions of said Agreement shall remain in full force and effect for the term provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Name: Cindy Coto
Title: COUNTY MANAGER
Signature & date:

Name: Lynn West
Title: COUNTY CLERK
Signature & date: Apr. D. West
Title: TOWN ADMINISTRATOR
Signature & date: Apr. Devey
Title: TOWN CLERK
Signature & date: Apr. Devey

## Legal Certification By Union County's Counsel

As the legal counsel for Union County, I hereby state that the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, including but not limited to, (a) acquisition of property for disposition for private reuse, especially for low and moderate income housing, (b) direct rehabilitation of or financial assistance to housing, (c) low rent housing activities, and (d) disposition of land to private developers for appropriate redevelopment.

Carølyn A. Maye Staff Attorney

Union County, North Carolina

July 18, 2018

Date



#### TOWN OF

## WEDDINGTON

1924 Weddington Road • Weddington, North Carolina 28104

TO:

Mayor and Town Council

FROM:

Kim H. Woods, Tax Collector

DATE:

July 09, 2018

**SUBJECT:** 

2018 Real Property Taxes

In accordance with General Statutes 105.321, I am hereby requesting authorization to collect the 2018 Real Property Taxes for the Town of Weddington.

State of North Carolina Town of Weddington

To the Tax Collector of the Town of Weddington

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

Witness my hand and official seal this 9th day of July, 2018.

Elizabeth Callis, Mayor

Karen Dewey, Town Clerk

#### TOWN OF WEDDINGTON

#### **MEMORANDUM**

TO: Mayor and Town Council

**FROM:** Lisa Thompson, Town Administrator/Planner

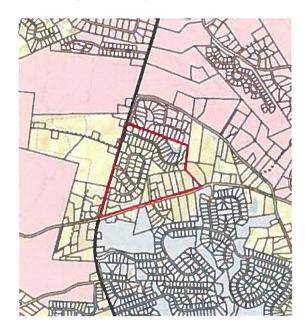
**DATE:** July 9, 2018

**SUBJECT:** ETJ Petition

Extraterritorial planning jurisdiction (ETJ) allows municipalities to apply their land development regulations to a perimeter area around the town. In a School of Government survey 85% of towns with a population over 10,000 people have adopted ETJ. This authority is described and regulated by GS 160A-193. With the Town's population being over 10,000 the town has the right to consider an ETJ boundary up to 2 miles outside the Town limits.

Staff received a petition from citizens in Union County requesting ETJ (attached). A map of the area being petitioned for ETJ is outlined in red is below. This is the northeast corner of New Town and Providence Roads.

The Town last considered an ETJ in 2002. At that time, the County did not approve an agreement to release zoning authority to the Town. Staff reached out to the Union County Manager to see what the process is for the County to consider agreeing to ETJ and she stated that they will need a resolution from the Town requesting ETJ. Staff provided a summary of procedural requirements for ETJ as governed by 160A-193.



## PETITION TO THE TOWN OF WEDDINGTON

We, the undersigned citizens of Union County, hereby petition the Town of Weddington, NC to take zoning control (ETJ) of the area from the Weddington town limits down the Left side of Providence Road to its junction with New Town Road and then left up New Town Road to the creek coming from Victoria Lake and from that point return to the Town Limits of Weddington. We feel that the Town of Weddington would understand our needs and is more in line with our desire to maintain an upscale residential community.

Candace Baroni 1623 HawkstmeDr. 704.942.6081 Cendace Baron MATTHEW BARONI 1623 HAWKST AUFDR 704-942-5675 Make Ken Frank v. Through an 1618 townstone MOA-619-2826 Trade W. Jung Paul Shives 1619 Howkston Dr. 864-634-3227 GPal Shi Patricia Black 1526 Nowkstone Dr. 984-634-3227 GPal Shi Portrafill 1526 Nowkstone Dr. 980.215.5470 Duight Coffix				4/28/18
Candace Baxon 1623 HawksmeDr. 704 942.6081 Curdace Balon MATHEW BARON I 1623 HAWKSTONEDR 704-942-5675 Will W. Jung 1618 townstrone 704-619-2926 Viole W. Jung Poul Shives 1618 townstrone MA-619-2926 Viole W. Jung Poul Shives 1618 townstrone Dr. 864-634-3227 Cpal Shi Jung 1526 Nowkstone Dr. 980-256-3647 Yuturin G. Klack 1526 Nowkstone Dr. 980-256-3647 Yuturin G. Klack Jung 1525 Nowkstone Tod-966-2300 Fozar J. 605522 July Jane 1525 Nowkstone Tod-966-2300 Fozar J. 605522 July Jane 1525 Nowkstone Tod-968-2300 Jung Cowing in Tod 968-2400 Jung Cowing in Tod 968-2750 July Jung 11 11 11 11 11 11 11 11 11 11 11 11 11	Name	Address	Phone Number	Signature
MATHEW BARONI 1623 HAWKSTONE 704-942-5675  TROSK N. MONGONI 1618 HOWKSTONE 404-619-2826 World W. Gloung Paul Shives 1618 Howkstone Dr. 864-634-3271 CPaul Shives 1619 Howkstone Dr. 864-634-3271 CPaul Shives Poul Shives 1526 Howkstone Dr. 864-634-3271 CPaul Shives 1526 Howkstone Dr. 866-2300 Tobar J. Const. 1525 Michard 780. 215. 5470 Duight College Michard McGinnes 1601 Hawkstone Dr. 704-296-2400 Duoys Consonial Pouls of Markstone Dr. 296-2400 Duoys Consonial Pouls of Markstone Dr. 296-2730 Delta Hardine Duoys Consonial Pouls of Markstone 704 242-1061 Durate Blackers 1401 Howkstone 704 242-1061 Durate Blackers Michard Costellars 1513 Howkstone To 292-27041 Clealing Malliane Michard Costellars 1513 Howkstone To 292-273-1871 Durate Blackers 1513 Howkstone To 292-273-2000 Michard Michard Markstone Dr. 704-273-3000 Michard Michard Markstone Dr. 704-293-3000 Michard Markstone Dr. 704-293-3000 John Markstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Hawkstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-497-2845 Michard Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-497-2845 Michard Acry	Jean Shivers	1619 HANKStone Dr	864-634-3221	Durish
MATHEW BARONI 1623 HAWKSTONE 704-942-5675  TROSK N. MONGONI 1618 HOWKSTONE 404-619-2826 World W. Gloung Paul Shives 1618 Howkstone Dr. 864-634-3271 CPaul Shives 1619 Howkstone Dr. 864-634-3271 CPaul Shives Poul Shives 1526 Howkstone Dr. 864-634-3271 CPaul Shives 1526 Howkstone Dr. 866-2300 Tobar J. Const. 1525 Michard 780. 215. 5470 Duight College Michard McGinnes 1601 Hawkstone Dr. 704-296-2400 Duoys Consonial Pouls of Markstone Dr. 296-2400 Duoys Consonial Pouls of Markstone Dr. 296-2730 Delta Hardine Duoys Consonial Pouls of Markstone 704 242-1061 Durate Blackers 1401 Howkstone 704 242-1061 Durate Blackers Michard Costellars 1513 Howkstone To 292-27041 Clealing Malliane Michard Costellars 1513 Howkstone To 292-273-1871 Durate Blackers 1513 Howkstone To 292-273-2000 Michard Michard Markstone Dr. 704-273-3000 Michard Michard Markstone Dr. 704-293-3000 Michard Markstone Dr. 704-293-3000 John Markstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Hawkstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-661-6123 Pouls Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-497-2845 Michard Acry KR ISHNA Kovan 1500 Howkstone Dr. 704-497-2845 Michard Acry	Candace Baron	1623 HawksmeDr.	704.942.6081	Curdace Basson
Paul Shives 1619 Howkston D. 864-634-3222 CPaul Slitterin Black 1526 Mukston D. 864-634-3222 CPaul Slight 1526 Mukston D. 104-256-3647 Vatrain G / Clack Marks (All 1525 Mukston 1704-966-2300 To Bart J. Conson July Jones 1601 Hawkstone R 704-24000 July Conson Survey a Mis 1101 11 11 11 11 11 11 11 11 11 11 11 1	MATTHEW BARONI	1623HAWKSTAUEDR		that he
Patricia Black 1526 Nowk street 104-256-3647 Patricia a Black of 1512 Hankstone 104-256-3647 Patricia a Black of 1525 Mukorone 104-968-2300 To3507 J. Consonia 104 J. Garel 1525 Mukorone 104-968-2300 To3507 J. Consonia 104 J. Garel 1601 Hankstone OR 704-256-3730 Defte J.		4 1618 towkstone	70A-619-2826	Trade W. Gloup
Hongher fall 1512 Hamkstone 1980. 215. 5470 DNIGHT Colling Total 1525/MUKSTONE 704-968-2300 To3art J. CONST. July Jane 1. 100 - 968-2400 July J. Const. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		1619 Hankston Dr.		GPaul Shi
John Josel 1525 Mukstone 704-966-2300 Togget J. Consoling John John M. Jonel 1001 Hawkstone OR 704-256-3730 Jahr John M. Grinis 1601 Hawkstone OR 704-256-3730 Jahr John M. G. 1978 11 11 11 11 11 11 11 11 11 11 11 11 11	Patricia Black	1526 Ankstreed	104-256-3647	Tutucin a Block
Richard McGinnis 1601 Hawkstone DR 704-256-3730 Destruction of 11 11 11 11 11 11 11 11 11 11 11 11 11	Hospitallo			Dwight Collins
Richard McGINNS 1601 Hawkstone DR 704 256-3730 Della Molling III II II II III VILLE MILLER III MILLER MARKETINE 704 242-1001 Buth Blacker Machine Marketine 704 242-1001 Buth Blacker Machine Machine Marketine 704 242-1001 Clerkay Kladenam Nichard Castellara 1513 Hawkstone Dr. 704-875-7877 Dr. Land Marketine Dr. 704-243-200 Milleday Kladenam Nov. 24-575-6488 Milleday Kladenam Nov. 264-243-200 Milleday Kladenam Nov. 264-2661-6123 Pouta Acry KR ISHNA Kavan 1500, Hawkstone Dr. 264-661-6123 Pouta Acry KR ISHNA Kavan 1500, Hawkstone Dr. 264-497-2845 Milleday Kladenam Nov. 264-2497-2845 Milled	april Coral	1525 /AWKSTONE	704-968-2300	ROBERT J. CONSOLI
anolya M6 1998 11  11  11  11  11  11  11  11  11  11	July & Jones			Judy S. Conson
Listing Blackwood 140/ Howkatine 704 242-1061 Butte Blackwood 140/Howkstone 12 704 242-1061 Butte Blackwood 140/Howkstone 15 704 242-1061 Butte Blackwood 1513 Howkstone 15 704-1575-1871 De Garallua 1513 Howkstone 15 704-1575-1871 De Garallua 1517 Howkstone 15 704-243-3000 Plengt 1517 Howkstone 15 704-243-3000 Plengt 1410 Howkstone 15 704-243-3000 Plengt 1410 Howkstone 15 704-999315 Hoesela Caus Of alvin that Hofankistone 15 704-5649045 Joseph Sol French 1500, Howkstone 15 704-661-6123 Pout Acry KRISHNAKOVAN 1500, Howkstone 15 704-497-2845	/ 1		704 256-3730	
Michael Castellars 1513 Howkstone Jr 704 242-1041 Cluba, Blockerone Nichael Castellars 1513 Howkstone Jr 764-875-7871 20 48 Stand Strip Costellars 1513 Howkstone Dr. 24-875-6428 Might 1517 Haykstone 764-243-3105 Michael 1517 Haykstone Dr. 704-243-300 Michael 1610 Haykstone Dr. 704-243-300 Michael 1610 Haykstone Dr. 704-864-9045 Meedal Cus Of alvin Hunter Hoffankstone Dr. 704-564-9045 Joseph 20 PRITI AERY 1406 Hawkstone Dr. 704-661-6123 Prute Aery KR ISHNA Kavan 1500, Hawkstone Dr. 704-497-2845 Michael Michael 1500, Hawkstone Dr. 704-497-2845 Michael 1600, Hawkstone Dr. 704-497-2845	. // 1		14 5 4	live graff finges
Michael Castellars 1513 Howkstoned 764-875-1871 Page 1513 Howkstoned 764-875-6408 [AMM]  Bild Night 1517 Hawkstone 764-243-3005 [Michael 1617]  Michael La Vine 1 1517 Hawkstone or 704-243-3005 [Michael 1610]  Calvin tunter (410 Howkstone Dr. 70499955 Heerdan Caus Of 2018 Howkstone Dr. 7045649045 [Joseph Log PRITI AERY 1406 Hawkstone Dr. 704-661-6123 Poute Aery KR ISHNA Kovani 1500, Hawkstone or 704-497-2845 [Michael 1600]	De la Market	TO HOURS	Time 109 242-106	
Sis Cestellias 1513 Howkstone D. 24-575-6408 [M. W. Miser 1517 Hampstone 764-243-300 Mine of 1517 Hampstone or 704-243-300 flight adia Vowell 410 Ham Streed 704 999955 According Course of Mine of Manufacture of 704 999955 According Course of Manufacture of Manu	Many gradus	1513 Howkstone De	764 272-1061	
Bid Night 1517 Haykstand 764.243.3105  M: Va Aixin 1517 Haykstand or 704.243.300 flyings  Pacadia Vinell 410 Hawkstand 70499915 Heerdankand Cand of  alvin Hunter Hofankstand 30 92895 by Aixin  YOGESH AERY 1406 Hawkstone Dv. 7045649045 Joger Log  PRITI AERY 1406 Hawkstone Dv. 704-661-6123 Pruta Aery  KRISHNA Kavani 1500, Hawkstone Dv. 704-497-2845 151/				The state of the s
M: va Aixin 1517 Haukstone or 704-243-300 flight Paradia Vowell 410 Haukstone Dr. 70499915 Heedalaw Of alvin Hunter Hotankistone Dr. 7045649045 Joseph Log PRITI AERY 1406 Hawkstone Dr. 704-661-6123 Parti Aery KRISHNA Kavani 1500, Hawkstone Dr. 704-497-2845 Koll		_	7-4213,3105	The state of the s
PRITI AERY 1406 Hawkstone DV 704-661-6123 Prite Aery KRISHNA Kavan 1500, Hawkstone DV 704-497-2845 (S)	1.			Minst
AVINTUNTER HOTANKSTONED 30 922895 Bla Anter YOGESH AERY 1406 Hawkstone Dr. 7045649045 Joseph Log PRITI AERY 1406 Hawkstone Dr. 704-661-6123 Poute Aery KRISHNA Kavani 1500, Hawkstone Dr. 704-497-2845 KSK				Harada Vana Da
PRITI AERY 1406 Hawkstone Dr. 7045649045 Goger Dog PRITI AERY 1406 Hawkstone Dr. 704-661-6123 Prite Aery KRISHNA Kavan 1500, Hawkstone Dr. 704-497-2845 KSK			0 7 - (1)	Ol Kyles
KRISHNAKavan 1500, Hawkstone or 704-497-2845 15/1	YOGESH AERY	1406 Hawkstone Dr.	7045649045	Josep Los
KRISHNAKavan 1500, Hawkstone or 704-497-2845 15/1	-			Preto Acard
UNIL KOTHAPAZLI (500 HAWKSTOWFOR 704293735)				1/5/1
	SUNIL KOTHAPALLI	(500 HAWKSTOWED.	r 7042937351	J.

## PETITION TO THE TOWN OF WEDDINGTON

We, the undersigned citizens of Union County, hereby petition the Town of Weddington, NC to take zoning control (ETJ) of the area from the Weddington town limits down the Left side of Providence Road to its junction with New Town Road and then left up New Town Road to the creek coming from Victoria Lake and from that point return to the Town Limits of Weddington. We feel that the Town of Weddington would understand our needs and is more in line with our desire to maintain an upscale residential community.

Name	Address	Phone Number	Signature
ALLEN PARRIS	1505 Hawkstone Dr	704.243.461	& allen Parris
LIWDA PARRIS	1505 Hawfestonel		
Laticit Garad	1501 HAWKstove Dr	704-843-4533	Letur Here
KEUIN GAMICK	1501 HARDKStone	704-843-4533	How Gevel
Jae Hong	1407 Hawkstone Dr	704-256-3347	6-3
Tieun Lee	1407 Hawkstone 172	704-256-3347	out
DALE BLACK	1526 HAWKSTONEU	704-256-3647	12 touk
Megan Zepp	1605 Hawkstone	704.930.8371	Dex 3000
JETE LEPP"	1605 Hunkotone	704 2806789	John hand
NIKI KAMPIZIUNES	1611 Hawlittone	704-299-6437	well
Terry Kampizions	1611 Hawkstone	843. 7300981	Tunkazznie
Doina Rossi	1615 Hawkstone	919-349-4577	amazu
DID ROSSI	165 11	704-2563229	W/2.
SUPHI BANGAR	4311 Haupte	910 633 9274	Jus
Vidhya Bangalore	8311 Hampion jave 1044	7042887148	violaya Byngalouce
	8401 Hampha FAM W		Thong &.
Laguisma Parks	8401 Hompton Fore Un	9192199026	Hacks
DAUD TALOBUS	1600 Hawkstone Drive	704-243-3013	15,00
Jeniler Lacobus	600 Hawfsbur Drave	704-771-3094	Clan Hart
Bong Chur Pak	148 Hank Gone Dr	704 A40 4106	Dupo
Jungmee Pak ,	1418 Hawkstone or	704 840 4/03	Jarge you
DAndra Briston 1	402 Hawkstone Dr	709-650-5960	Sunda Greker
		•	

#### WEDDINGTON CODE ENFORCEMENT REPORT

#### June, 2018

- 1. **404 Cottonfield Cir., James & Shannon Cox** *Home Occupation* 6/30/18---Legal action still underway.
- 2. 4005 Ambassador Ct., Inez B. McRae Trust- Abandoned Home
- 6/30/18---Deterioration continues, building vacant and closed.
- 3. 4716 Weddinton Matthews Rd. Home Occupation
  - 7/31/17—Dumpsters (5) on property. Owner instructed to remove them.
  - 8/31/17—All dumpsters except 1 removed. Additional permit issued for 2<sup>nd</sup> living unit and meter attached at rear of house.
  - 4/18/18 Notice of Violation & Citation, fines began 4/23/18. Violation continues.
  - 5/31/18—Owner was cited with Notice of Violation and Citation for dumpsters stored at this address. Dumpsters have been removed.
  - 6/30/18---Work continuing toward completion.
- 4. 4915 Beulah Church Rd. General junk
  - Junk vehicles, old camper, old lawn mower and piles of limbs in yard; sent owner letter on 1/30/18. (town does not have over grown lot or cleanliness of land ordinance but am trying to use broad standards of zoning ordinance to get some clean up)
  - No response from owner.
  - No response from owner, except to mow yard.
  - Monitoring.
- 5. 3824 Beulah Church Rd.
  - Trash and debris in back yard around trash containers and utility building. Courtesy letter has been sent to owner.
- 6. 3708 Beulah Church Rd. Home Occupation
  - Rental house-tenant repairing wrecked vehicles in driveway; owner sent notice to discontinue this illegal use 4/3/18.
  - Notice of Violation & Citation sent to owner 4/18/18; fines began 4/23/18. Still monitoring this one.
  - 5/31/18—Yard/driveway cleaned, with vehicle tarped. Still monitoring this one.
  - 6/30/18—Monitoring.
- 7. 501 Devonport Dr. General Junk and Abandoned Vehicles
  - Inspection—vehicles parked on driveway at garage. Did not see any violation issues.

## TOWN OF WEDDINGTON REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

06/01/2018 TO 06/30/2018

	CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
DEVENUE.				
REVENUE: 10-3101-110 AD VALOREM TAX -	2,435.42	1 052 217 19	1 025 000 00	2
10-3102-110 AD VALOREM TAX - 1ST	904.06	1,053,317.18 4,435.93	1,035,000.00 3,000.00	-2 -48
10-3103-110 AD VALOREM TAX - 131	1,354.04	2,405.25	1,000.00	-141
10-3110-121 AD VALOREM TAX -	9,161.53	89,499.34	89,000.00	-1
10-3115-180 TAX INTEREST	287.92	2,826.61	2,250.00	-26
10-3231-220 LOCAL OPTION SALES TAX	30,946.90	288,696.59	325,000.00	11
10-3322-220 BEER & WINE TAX	0.00	45,517.32	45,000.00	-1
10-3324-220 UTILITY FRANCHISE TAX	133,249.97	465,788.53	450,000.00	-4
10-3340-400 ZONING & PERMIT FEES	3,127.50	47,440.00	45,000.00	-5
10-3350-400 SUBDIVISION FEES	935.00	27,330.00	25,000.00	<b>-</b> 9
10-3830-891 MISCELLANEOUS REVENUES	100.00	1,719.81	1,000.00	-72
10-3831-491 INVESTMENT INCOME	5,087.21	9,838.54	5,000.00	-97
TOTAL REVENUE	187,589.55	2,038,815.10	2,026,250.00	-1
AFTER TRANSFERS	187,589.55	2,038,815.10	2,026,250.00	
4110 GENERAL GOVERNMENT				
EXPENDITURE:				
10-4110-126 FIRE DEPT SUBSIDIES	61,088.00	733,056.00	737,560.00	1
10-4110-127 FIRE DEPARTMENT	0.00	130.00	5,000.00	97
10-4110-128 POLICE PROTECTION	0.00	264,174.00	264,175.00	0
10-4110-192 ATTORNEY FEES - GENERAL		85,730.51	90,000.00	5
10-4110-193 ATTORNEY FEES -	0.00	141,481.16	145,000.00	2
10-4110-195 ELECTION EXPENSE	0.00	9,899.29	10,000.00	1
10-4110-340 PUBLICATIONS	0.00	6,445.47	9,000.00	28
10-4110-341 WEDDINGTON FESTIVAL	0.00	190.38	0.00	0
10-4110-342 HOLIDAY/TREE LIGHTING	0.00	7,874.99	6,500.00	-21
10-4110-343 SPRING EVENT	309.03	3,129.69	3,750.00	17
10-4110-344 OTHER COMMUNITY EVENT	S 0.00	1,329.22	1,000.00	-33
10-4110-495 COMMITTEE & OUTSIDE	0.00	0.00	1,500.00	100
TOTAL EXPENDITURE	66,963.53	1,253,440.71	1,273,485.00	2
BEFORE TRANSFERS	-66,963.53	-1,253,440.71	-1,273,485.00	
AFTER TRANSFERS	-66,963.53	-1,253,440.71	-1,273,485.00	
4120 ADMINISTRATIVE				
EXPENDITURE:				
10-4120-121 SALARIES - CLERK	1,690.50	21,837.38	22,000.00	1
10-4120-123 SALARIES - TAX COLLECTOR	•	42,611.37	47,250.00	10
10-4120-124 SALARIES - FINANCE OFFICE		10,229.16	14,500.00	29
10-4120-125 SALARIES - MAYOR &	2,100.00	25,200.00	25,200.00	0
10-4120-181 FICA EXPENSE	559.58	7,639.93	8,500.00	10
10-4120-182 EMPLOYEE RETIREMENT	669.28	8,545.72	10,930.00	22

KIM fl141r07

## TOWN OF WEDDINGTON REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

06/01/2018 TO 06/30/2018

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
10-4120-183	EMPLOYEE INSURANCE	1,014.50	12,175.50	12,780.00	5
10-4120-184	EMPLOYEE LIFE INSURANCE	12.60	151.20	175.00	14
10-4120-185	EMPLOYEE S-T DISABILITY	12.00	144.00	175.00	18
10-4120-191	AUDIT FEES	0.00	8,300.00	8,750.00	5
10-4120-193	CONTRACT LABOR	0.00	4,650.00	10,000.00	54
10-4120-200	OFFICE SUPPLIES - ADMIN	498.19	6,087.89	10,000.00	39
10-4120-210	PLANNING CONFERENCE	0.00	245.04	1,500.00	84
10-4120-321	TELEPHONE - ADMIN	298.72	1,877.89	3,500.00	46
10-4120-325	POSTAGE - ADMIN	0.00	1,599.03	2,000.00	20
10-4120-331	UTILITIES - ADMIN	523.53	5,109.32	4,725.00	-8
10-4120-351	REPAIRS & MAINTENANCE -	575.00	7,289.58	17,500.00	58
10-4120-352	REPAIRS & MAINTENANCE	3,243.13	60,558.41	63,000.00	4
10-4120-354	REPAIRS & MAINTENANCE	6,462.50	84,405.50	93,250.00	9
10-4120-355	REPAIRS & MAINTENANCE	500.00	1,166.80	1,000.00	-17
10-4120-356	REPAIRS & MAINTENANCE	540.00	5,280.00	6,000.00	12
10-4120-370	ADVERTISING - ADMIN	174.87	508.80	1,000.00	49
10-4120-397	TAX LISTING & TAX	-40.74	-399.85	250.00	260
10-4120-400	ADMINISTRATIVE:TRAINING	0.00	3,737.50	4,000.00	7
	ADMINISTRATIVE:TRAVEL	2,229.10	7,068.65	6,000.00	-18
	INSURANCE	0.00	14,161.75	15,750.00	10
	DUES & SUBSCRIPTIONS	87.11	14,724.08	16,000.00	8
	GIFTS & AWARDS	61.62	755.41	3,000.00	75
	MISCELLANEOUS	156.68	6,930.70	5,000.00	-39
	EXPENDITURE	24,893.59	362,590.76	413,735.00	12
E	BEFORE TRANSFERS	-24,893.59	-362,590.76	-413,735.00	
A	AFTER TRANSFERS	-24,893.59	-362,590.76	-413,735.00	
4130 PLANNING	& ZONING				
EXPENDITURE:					
	SALARIES - ZONING	5,833.34	71,018.45	71,500.00	1
	SALARIES - ASST ZONING	0.00	530.40	2,950.00	82
	SALARIES -	1,295.25	15,084.21	17,000.00	11
	SALARIES - PLANNING	425.00	4,850.00	5,200.00	7
	SALARIES - SIGN REMOVAL	278.43	3,042.81	3,500.00	13
	FICA EXPENSE - P&Z	596.93	7,204.55	7,750.00	7
	EMPLOYEE RETIREMENT -	911.76	10,932.66	11,200.00	2
	EMPLOYEE INSURANCE	1,014.50	12,172.50	12,780.00	5
	EMPLOYEE LIFE INSURANCE	19.60	235.20	250.00	6
	EMPLOYEE S-T DISABILITY	12.00	144.00	175.00	18
	CONSULTING	1,009.79	16,356.88	32,000.00	49
	CONSULTING - COG	0.00	7,915.00	10,000.00	21
	OFFICE SUPPLIES -	141.10	4,823.35	5,000.00	
	ZONING SPECIFIC OFFICE	0.00	175.00	2,500.00	4
	HISTORIC PRESERVATION	336.66	409.74	1,000.00	93 59
10 (130-213	III ONIO I RESERVATION	330.00	407.74	1,000.00	39
KIM					D

KIM fl141r07

Page

## TOWN OF WEDDINGTON REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

#### 06/01/2018 TO 06/30/2018

	CURRENT PERIOD	YEAR-TO-DATE	<u>BUDGETED</u>	% BUDGET REM
10-4130-220 INFRASTRUCTURE	0.00	0.00	145,000.00	100
10-4130-321 TELEPHONE - PLANNING &	298.74	2,068.08	3,500.00	41
10-4130-325 POSTAGE - PLANNING &	0.00	1,576.94	2,000.00	21
10-4130-331 UTILITIES - PLANNING &	523.55	5,218.26	4,725.00	-10
10-4130-370 ADVERTISING - PLANNING	174.87	441.01	1,000.00	56
TOTAL EXPENDITURE	12,871.52	164,199.04	339,030.00	52
BEFORE TRANSFERS	-12,871.52	-164,199.04	-339,030.00	
AFTER TRANSFERS	-12,871.52	-164,199.04	-339,030.00	
GRAND TOTAL	82,860.91	258,584.59	0.00	

## TOWN OF WEDDINGTON BALANCE SHEET

**ASSETS** 

FY 2017-2018 PERIOD ENDING: 06/30/2018

10

ASSETS	1100210	
TRINITY CHECKING ACCOUNT		1,118,801.30
TRINITY MONEY MARKET		1,119,284.71
NC CASH MGMT TRUST		539,196.85
A/R PROPERTY TAX		9,610.84
A/R PROPERTY TAX - 1ST YEAR PRIOR		6,282.87
A/R PROPERTY TAX - NEXT 8 PRIOR YRS		7,663.30
PREPAID ASSETS		2,935.63
SALES TAX RECEIVABLE		2,588.20
FIXED ASSETS - LAND & BUILDINGS		2,346,268.11
FIXED ASSETS - FURNITURE & FIXTURES		20,583.08
FIXED ASSETS - EQUIPMENT		118,306.60
FIXED ASSETS - INFRASTRUCTURE		26,851.01
	TOTAL ASSETS	5,318,372.50
LIABILITIES	LIABILITIES & EQUITY	
BOND DEPOSIT PAYABLE		75,002.25
FEDERAL TAXES PAYABLE		64.51
DEFERRED REVENUE - DELQ TAXES		6,282.87
DEFERRED REVENUE - CURR YR TAX		9,610.84

FOI	TITES /
PUH	HIV

**DEFERRED REVENUE-NEXT 8** 

FUND BALANCE - UNASSIGNED	2,199,653.14
FUND BALANCE-ASSIGNED	249,500.00
FUND BALANCE-INVEST IN FIXED ASSETS	2,512,011.00
CURRENT FUND BALANCE - YTD NET REV	258,584.59
TOTAL EQUITY	5,219,748.73
TOTAL LIABILITIES & FUND EQUITY	5,318,372.50

KIM fl141r06 TOTAL LIABILITIES

7,663.30

98,623.77

## TOWN OF WEDDINGTON

#### **MEMORANDUM**

TO:

Mayor and Town Council

FROM:

Kim Woods, Tax Collector

DATE:

July 9, 2018

**SUBJECT:** 

Monthly Report –June 2018

- ·	T	
Transactions:		
Penalty and Interest Payments	\$(378.66)	
Interest Charges	\$171.00	
Discoveries	\$2275.91	
Adjustments Under 5.00	\$(5.30)	
Releases	\$(31.63)	
Taxes Collected:		
2009	\$(29.02)	
2010	\$(29.02)	
2011	\$(29.02)	
2012	\$(50.30)	
2013	\$(126.47)	
2014	\$(131.53)	
2015	\$(968.22)	
2016	\$(904.06)	
2017	\$(2435.42)	
As of June 30, 2018; the following taxes remain		
Outstanding:	_	
2007	\$83.43	
2008	\$808.16	
2009	\$554.28	
2010	\$530.18	
2011	\$52.18	
2012	\$789.41	
2013	\$1119.76	
2014	\$1668.01	
2015	\$2057.89	
2016	\$6282.87	
2017	\$9610.84	
Total Outstanding:	\$23557.01	

## TOWN OF WEDDINGTON

#### **MEMORANDUM**

TO:

Mayor and Town Council

FROM:

Kim Woods, Tax Collector

DATE:

July 9, 2018

**SUBJECT:** 

Annual Settlement Statement - Fiscal Year 2017-2018

2017 Tax Charge	\$1,141,348.04
Discoveries	\$716.15
Convenience Charge CC	\$782.10
Interest Charges	\$2353.52
Refunds	\$6580.61
Late List Penalties	\$142.18
Adjustments Under \$5.00	\$(293.83)
Convenience Fee Payments	\$(779.06)
2017 Tax Exemptions	\$(57405.59)
2017 Tax Deferments	\$(20542.22)
2017 Tax Write-offs (<5.00)	\$(1069.48)
Balance Adjustments	\$(347.07)
Overpayments	\$(410.18)
Interest Payments	\$(1790.39)
Penalty Payments	\$(80.58)
Releases	\$(534.31)
2017 Taxes Collected:	\$(1,059,059.05)
2017 Unpaid Balance	\$9610.84