

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, MAY 11, 2020 – 7:00 P.M.
WEDDINGTON TOWN HALL
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104
AGENDA**

*PLEASE NOTE: DUE TO THE CURRENT STATES OF EMERGENCY RELATED TO COVID-19, THE GOVERNOR'S EXECUTIVE ORDER NO. 121 PLACING LIMITS ON CERTAIN GATHERINGS AND REQUIRING CERTAIN SOCIAL DISTANCING METHODS, AND THE IMPORTANCE OF ENSURING THE SAFETY OF TOWN RESIDENTS, STAFF, AND THE TOWN COUNCIL, THE MEETING WILL BE CONDUCTED VIRTUALLY AND HAVE LIMITED PHYSICAL ATTENDANCE. THE MEETING WILL BE AVAILABLE FOR VIEWING AFTER THE MEETING HAS CONCLUDED ON THE TOWN'S WEBSITE.

Prayer – Reverend Doctor Haven O. Anderson, Marvin AME Zion Church (tentative)

1. Open the Meeting
2. Pledge of Allegiance
3. Determination of Quorum
4. Additions, Deletions and/or Adoption of the Agenda
5. Mayor/Councilmember Reports
6. Public Comments
7. Public Safety Report
8. Consent Agenda
 - A. Call for a Public Hearing to be held Monday, June 8, 2020 at 7:00 p.m. at Weddington Town Hall for the Fiscal Year 2020-2021 Proposed Budget and to set the tax rate.
 - B. Approve Release of Performance and Maintenance Bonds for Bromley Subdivision Phases 7, 8, and 9
 - C. Authorize Staff to enter into an Agreement with Union County for Urban Forester Services
 - D. Approve Proclamation P-2020-01 Recognizing May 15, 2020 as Peace Officers' Memorial Day and May 10 through May 16 as National Police Week
 - E. Approve Resolution R-2020-02 to Adopt the Cabarrus Stanly Union Regional Hazard Mitigation Plan
 - F. Approve Budget Amendment for FY 2019-2020
 - G. Approve staff to enter into contract with H&S Paving for an amount not to exceed \$19,150.00
9. Approval of Minutes
 - A. March 9, 2020 Town Council Meeting Minutes
10. Presentation for a Private School on Weddington Matthews Road
11. Old Business
 - A. Discussion and Consideration of Social Media Policy
 - B. Update on Critical Intersection Analysis and Consideration of an Alternative Design for Forest Lawn at Potter Road.
 - C. Discussion of the FY 20-21 Proposed Budget
12. New Business
 - A. Approval of new Title VI policy for NCDOT
 - B. Discussion and Consideration of Contract with Diversified Demolition to Remove Asbestos from house located at 6924 Weddington Matthews Road

- C. Discussion and Consideration of Contract for Edmunds Financial Software
- D. Discussion and Consideration of BUILD Grant Resolution for County
- E. Discussion of hosting a drive-in movie night at Hunter Farm

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

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FYE 6/30/2021**

Tax Rate 5.2 cents

Revenues		
Ad Valorem Taxes		\$ 1,257,250
State-Collected Revenues		855,000
Zoning and Subdivision Revenues		\$ 78,500
Other Revenues		8,500
Total Revenues		\$ 2,199,250
Expenditures		
Administrative Expenditures		\$ 523,740
Planning and Zoning Expenditures		647,460
General Government Expenditures		1,217,050
Total Expenditures		\$ 2,388,250
Total Fund Balance Appropriation		\$ 189,000

FUND BALANCE ASSIGNMENTS

Capital Projects

Town Hall -- Buildings	\$45,000
Town Hall -- Sidewalks	\$21,000
Park	\$385,000

Infrastructure

Rea Road Improvements	\$100,000
Other	\$65,000
Tilley-Morris Roundabout	\$189,000

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

MEMORANDUM

TO: Mayor and Town Council
FROM: Lisa Thompson, Town Administrator/Planner
DATE: May 11, 2020
SUBJECT: Bond Release for Bromley Subdivision

Toll Brothers is requesting a performance and maintenance bond releases for Phases 7, 8, and 9 of the Bromley Subdivision. A letter verifying final satisfactory completion of the development improvements is attached.

Staff recommends releasing performance bond #0632814 in the amount of \$125,332.00 for Map 7; maintenance bond #0632815 in the amount of \$17,391.38 for Map 7; performance bond #0632827 in the amount of \$73,280.00 for Map 8; maintenance bond #0632828 in the amount of \$9,988.62 for Map 8, performance bond #0632831 in the amount of \$24,420.00 for Map 9; and maintenance bond #0632832 in the amount of \$3,731.25 for Map 9.

March 5, 2020

Ms. Lisa Thompson, Zoning Administrator/Town Planner
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Bromley Development Phases 7, 8, and 9
Release of Performance Bonds

Dear Lisa:

LaBella conducted a field inspection to verify satisfactory completion of all development improvements previously bonded by the developer, for the purposing of releasing the performance bonds. Our inspections confirmed satisfactory completion of all bonded items. An as-built survey drawing of the storm drainage system for the three phases has been submitted to the Town. NCDOT has inspected these streets and approved of the construction (Attachment 1), and Union County Public Works (Attachment 2) has accepted the water and sewer utilities. Therefore, the performance bonds for Phases 7, 8, and 9 may be released.

Sincerely,

LaBella Associates



Bonnie A. Fisher, PE
Project Manager

cc: Vincent Keene, PE



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 4, 2019

Lisa Thompson
Town of Weddington
1924 Weddington Road
Weddington, NC 28104

SUBJECT: Inspection of Bromley Subdivision Streets in Union County

Dear Ms. Thompson:

This letter is to advise that this office has made a recent inspection of the roads under construction for the Bromley Subdivision Maps 7,8,9. These roads appear to be constructed in accordance with NCDOT standards with regards to subgrade, stone base, seeding and mulching, drainage, curb and gutter. Also, the roadway profiles were found to be in accordance with NCDOT standards.

If you have any questions, please contact me at the number below.

Sincerely,

A handwritten signature in black ink that reads "Mac Outen".

Mac Outen
Engineering 1
704-218-5107

Attachment 1

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
130 S. SUTHERLAND AVENUE
MONROE, NC 28112

Telephone: (704) 218-5100
Fax: (704) 292-1800
Customer Service: 1-877-368-4968

6
Website: www.ncdot.gov

Location:
130 S. SUTHERLAND AVENUE
MONROE, NC 28112



UNION COUNTY PUBLIC WORKS

September 4, 2015

Mr. Jeremy Schumacher
250 Gibraltar Road
Horsham, PA 19044

**RE: Letter of Final Acceptance for the Development: Bromley Maps 7, 8, and 9
(Lots 19-29; 35; 42; 51; 55-60; 69-73; 36-41; 43-50; 104-111; 30-34)**

Mr. Jeremy Schumacher,

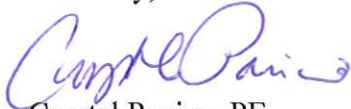
This Letter of Final Acceptance pertains to the Development Phase referenced above. If you have requested that UCPW accept less than the entire Development Phase Project, such reduced portion of the Development Phase Project for which acceptance is given is identified on Exhibit A, attached and incorporated herein by reference. That part of the Development Phase Project for which acceptance is given, whether the entire Development Phase Project or only such portion as identified on Exhibit A, shall be referred to in this letter as the "Accepted Portion of the Development Phase Project." Article 5 of the Union County Water and Sewer Extension Ordinance (the "Ordinance") is enclosed for your convenience. Capitalized terms in this letter shall have the meanings set forth in the Ordinance, unless otherwise clearly required by the context.

UCPW has determined that all conditions imposed pursuant to Section 5.1 of the Ordinance for the Accepted Portion of the Development Phase Project have been satisfied. As to the Accepted Portion of the Development Phase Project, UCPW will release authorization to set water meters in accordance with the provisions in Section 5.2 of the Ordinance. The date of this letter will begin the warranty required pursuant to Section 5.5 of the Ordinance. You are requested to contact UCPW three months prior to expiration of the applicable warranty in order that a warranty inspection may be conducted in accordance with Section 5.6 of the Ordinance.

Attachment 2

Please contact UCPW should you have any questions.

Sincerely,



Crystal Panico, PE
Project Manager

Cc: (Via Email)

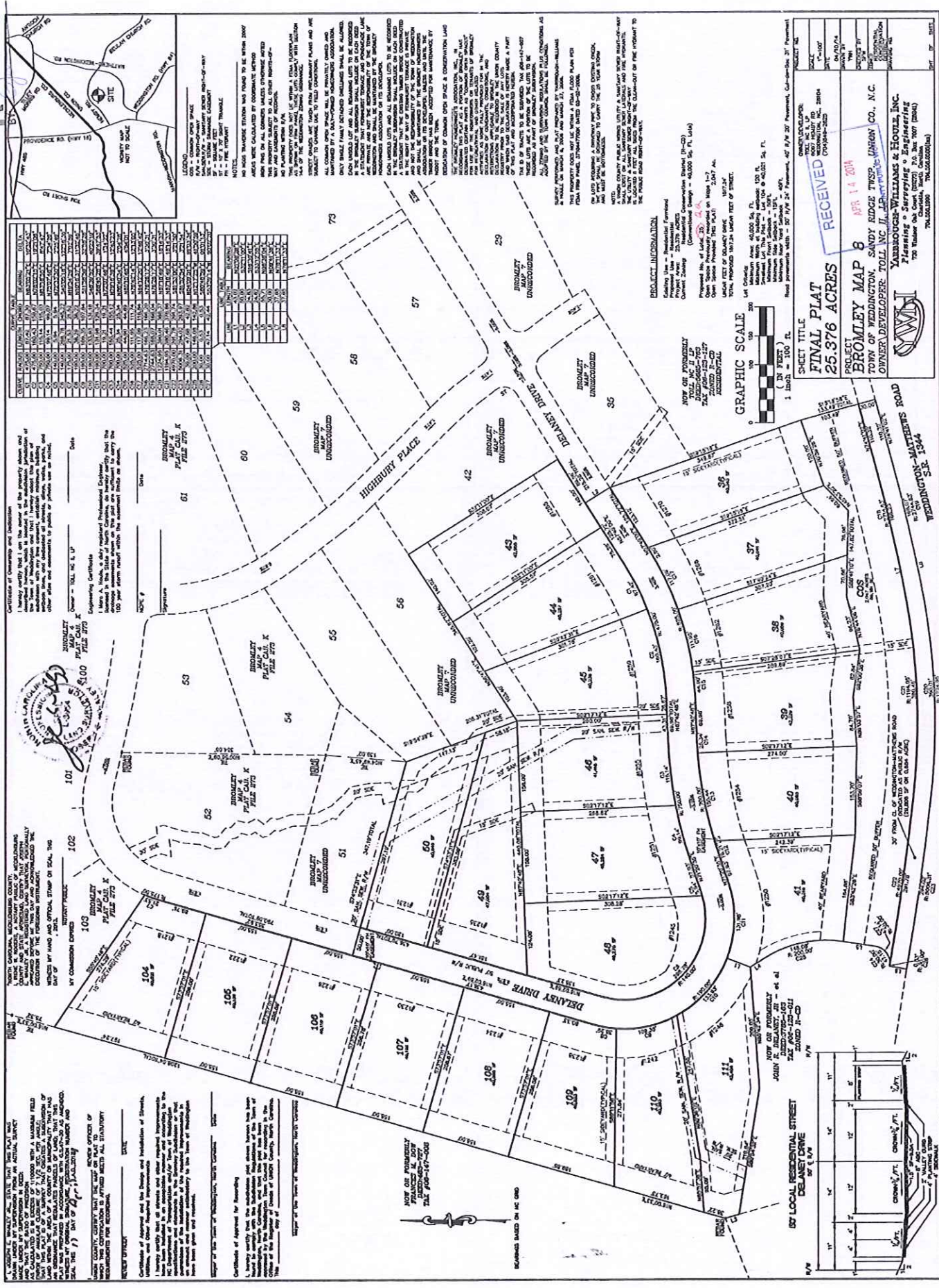
Julian Burton at jbarton@townofweddington.com

Marc Houle at march@y-wh.com

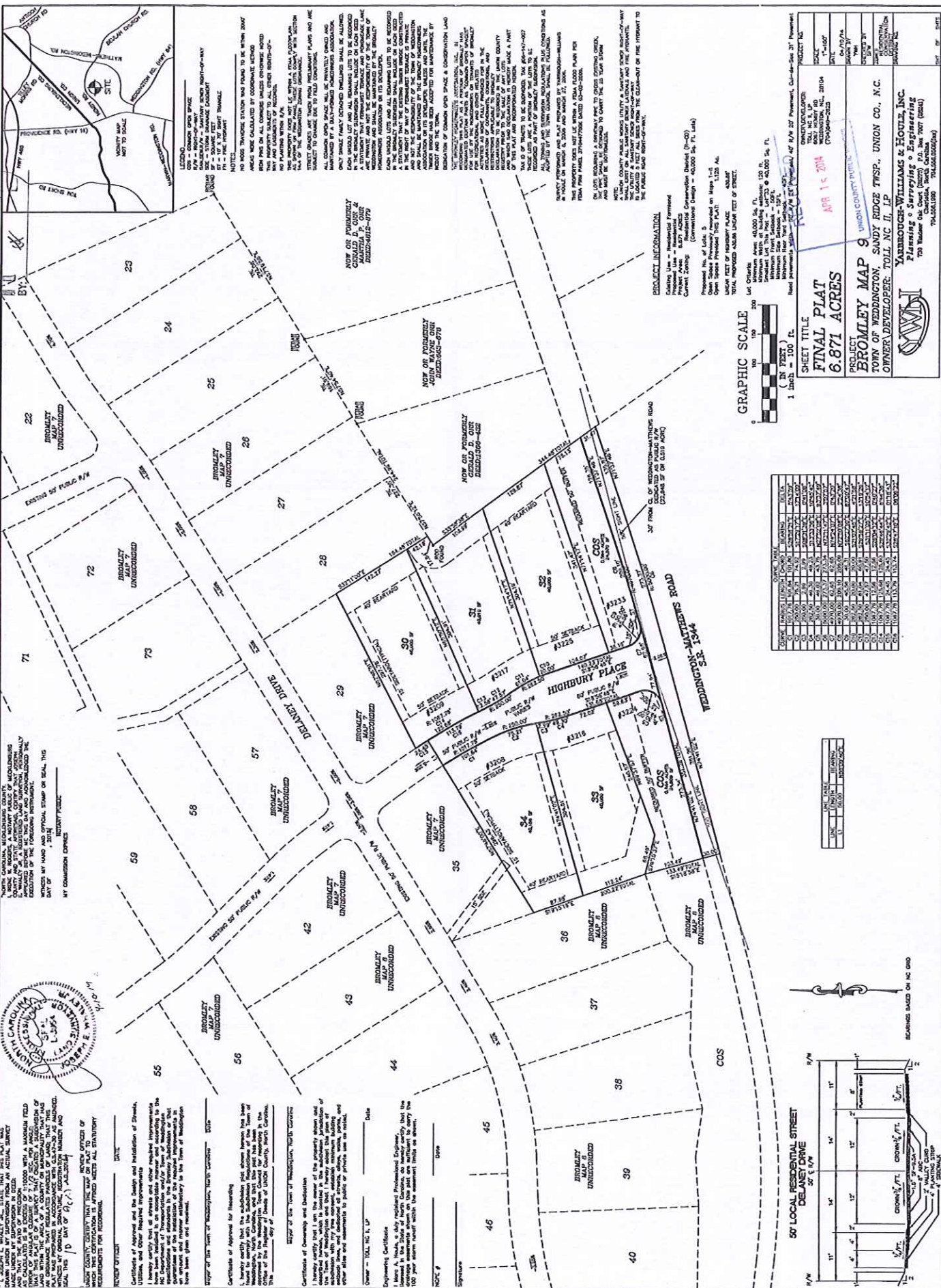
Richard Jenson at lee.jenson@unioncountync.gov

James King at james.king@unioncountync.gov

RECEIVED
APR 11 2014



RECEIVED
1 APR 15 2014





YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering

730 WINDSOR OAK CT (28273)
P. O. BOX 7007 (28241)
CHARLOTTE, N.C.
Phone: 704-556-1990
Fax: 704-556-0505

Bromley Map 7

MAP 7 REMAINING IMPROVEMENT BONDS

CONSTRUCTION BOND				
REMAINING IMPROVEMENTS				
2'-6" STANDARD CURB & GUTTER	LF	0	8.58	\$0.00
2'-0" VALLEY CURB & GUTTER	LF	0	6.60	\$0.00
1'-6" UPRIGHT CURB & GUTTER	LF	0	6.88	\$0.00
8" CONCRETE APRON W/ 8" ABC	SY	0	33.25	\$0.00
L/D PAVING - 8"/1.5"	SY	0	10.43	\$0.00
FINAL 1" OF ASPHALT SURFACE COURSE	SY	0	6.00	\$0.00
4' CONCRETE SIDEWALK	LF	0	13.00	\$0.00
WHEELCHAIR RAMPS	EA	0	600.00	\$0.00
DOUBLE CURB INLET	EA	0	3000.00	\$0.00
CURB INLETS	EA	0	1320.00	\$0.00
DROP INLET	EA	0	1210.00	\$0.00
FLARED END SECTIONS	EA	0	583.00	\$0.00
FES RIP RAP APRON	EA	0	450.00	\$0.00
15"RCP	LF	0	18.15	\$0.00
15"RCP CLASS 4	LF	0	20.46	\$0.00
18"RCP	LF	0	19.25	\$0.00
24"RCP	LF	0	33.65	\$0.00
36"RCP	LF	0	44.00	\$0.00
42"RCP	LF	0	44.00	\$0.00
CURB INLET ADJUSTMENT	EA	0	150.00	\$0.00
SEED & MULCH	SF	0	0.03	\$0.00
TOTAL				\$0.00
STORMWATER				
CONVERSION TO DETENTION POND	EA	0	8600	\$0.00
SEDIMENT BASIN REMOVAL	EA	0	2000	\$0.00
PUBLIC WORKS				
TOTAL BOND AMOUNT OF COMPLETED (20%)				\$0.00
TOTAL ROADWAY & DRAINAGE				\$0.00
TOTAL X 1.5				\$0.00





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730 WINDSOR OAK CT (28273)
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Phone: 704-556-1990
Fax: 704-556-0505

Bromley Map 8

MAP 8 REMAINING IMPROVEMENT BONDS

CONSTRUCTION BOND				
REMAINING IMPROVEMENTS				
2'-6" STANDARD CURB & GUTTER	LF	0	8.58	\$0.00
2'-0" VALLEY CURB & GUTTER	LF	0	6.60	\$0.00
1'-6" UPRIGHT CURB & GUTTER	LF	0	6.88	\$0.00
8" CONCRETE APRON W/ 8" ABC	SY	0	33.25	\$0.00
L/D PAVING - 8"/1.5"	SY	0	10.43	\$0.00
FINAL 1" OF ASPHALT SURFACE COURSE	SY	0	6.00	\$0.00
4' CONCRETE SIDEWALK	LF	0	13.00	\$0.00
WHEELCHAIR RAMPS	EA	0	600.00	\$0.00
DOUBLE CURB INLET	EA	0	3000.00	\$0.00
CURB INLETS	EA	0	1320.00	\$0.00
DROP INLET	EA	0	1210.00	\$0.00
FLARED END SECTIONS	EA	0	583.00	\$0.00
FES RIP RAP APRON	EA	0	450.00	\$0.00
15"RCP	LF	0	18.15	\$0.00
15"RCP CLASS 4	LF	0	20.46	\$0.00
18"RCP	LF	0	19.25	\$0.00
24"RCP	LF	0	33.65	\$0.00
30"RCP	LF	0	44.00	\$0.00
42"RCP	LF	0	44.00	\$0.00
HEADWALL	EA	0	1500.00	\$0.00
CURB INLET ADJUSTMENT	EA	0	150.00	\$0.00
SEED & MULCH	SF	0	0.03	\$0.00
TOTAL				\$0.00
STORMWATER				
CONVERSION TO DETENTION POND	EA	0	8600	\$0.00
SEDIMENT BASIN REMOVAL	EA	0	2000	\$0.00
PUBLIC WORKS				
TOTAL BOND AMOUNT OF COMPLETED (20%)				\$0.00
TOTAL ROADWAY & DRAINAGE				\$0.00
TOTAL X 1.5				\$0.00





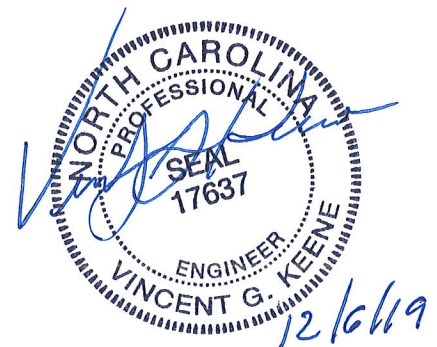
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730 WINDSOR OAK CT (28273)
P. O. BOX 7007 (28241)
CHARLOTTE, N.C.
Phone: 704-556-1990
Fax: 704-556-0505

Bromley Map 9

MAP 9 REMAINING IMPROVEMENT BONDS

CONSTRUCTION BOND				
REMAINING IMPROVEMENTS				
2'-6" STANDARD CURB & GUTTER	LF	0	8.58	\$0.00
2'-0" VALLEY CURB & GUTTER	LF	0	6.60	\$0.00
1'-6" UPRIGHT CURB & GUTTER	LF	0	6.88	\$0.00
8" CONCRETE APRON W/ 8" ABC	SY	0	33.25	\$0.00
L/D PAVING - 8"/1.5"	SY	0	10.43	\$0.00
FINAL 1" OF ASPHALT SURFACE COURSE	SY	0	6.00	\$0.00
4' CONCRETE SIDEWALK	LF	0	13.00	\$0.00
WHEELCHAIR RAMPS	EA	0	600.00	\$0.00
DOUBLE CURB INLET	EA	0	3000.00	\$0.00
CURB INLETS	EA	0	1320.00	\$0.00
DROP INLET	EA	0	1210.00	\$0.00
FLARED END SECTIONS	EA	0	583.00	\$0.00
FES RIP RAP APRON	EA	0	450.00	\$0.00
15"RCP	LF	0	18.15	\$0.00
15"RCP CLASS 4	LF	0	20.46	\$0.00
18"RCP	LF	0	19.25	\$0.00
24"RCP	LF	0	33.65	\$0.00
36"RCP	LF	0	44.00	\$0.00
42"RCP	LF	0	44.00	\$0.00
HEADWALL	EA	0	1500.00	\$0.00
CURB INLET ADJUSTMENT	EA	0	150.00	\$0.00
SEED & MULCH	SF	0	0.03	\$0.00
TOTAL				\$0.00
STORMWATER				
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SEDIMENT BASIN REMOVAL	EA	0	2000	\$0.00
PUBLIC WORKS				
TOTAL BOND AMOUNT OF COMPLETED (20%)				\$0.00
TOTAL ROADWAY & DRAINAGE				\$0.00
TOTAL X 1.5				\$0.00





Budget Management

500 N. Main St.
Suite #809
Monroe, NC 28112

T. 704.283.3608

www.unioncountync.gov

MEMORANDUM

To: Town of Weddington

From: Union County Budget Management

Date: March 6, 2020

RE: Contract Urban Forester Cost for FY2021

The attached agreement has established the fiscal year 2020-21 contract cost for the Union County Urban Forester position which provides urban forester services to your municipality. The amount of \$4,585.23 has been established for fiscal year 2020-21.

This letter will serve as notification that the amount of \$4,585.23 is due to Union County from your municipality for the fiscal year 2020-21.

If you need any additional information, please let us know.

Sincerely,

Adrienne Rorie
Budget Analyst

cc: Andrew Baucom, Union County Extension Director
Bill Smith, Union County Urban Forester



STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of the _____ day of _____, 2011, by and among Union County, the Village of Lake Park, the Town of Marshville, the Village of Marvin, the Town of Mineral Springs, the City of Monroe, the Town of Stallings, the Town of Unionville, the Town of Waxhaw, the Town of Weddington, and the Town of Wingate, shall modify as indicated that agreement among the parties dated December 28, 2010, hereinafter referred to as the "Agreement."

W I T N E S S E T H:

WHEREAS, Union County and each of the municipalities participating in this Amendment (hereinafter collectively referred to as the "parties") deem it to be in their mutual interest to have the urban forester position continued; and

WHEREAS, the parties therefore desire to amend the Agreement to extend the term of the Agreement, and to continue to fund the cost of the urban forester position; and

WHEREAS, this Amendment is made under the authority of N.C. Gen. Stat. § 160A-460 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. Section 2 of the Agreement shall be modified as follows:

The term of this Agreement shall begin on July 1, 2010 and shall continue until June 30, 2011. On each July 1st thereafter, this Agreement shall automatically renew for subsequent, successive one year terms unless Union County provides notice to each municipality participating (at that time) under this Agreement of an intent not to renew this Agreement. Each party to this Agreement shall have the right to withdraw its participation under this Agreement at any time upon thirty (30) days by giving written notice to the other parties to this Agreement at least sixty (60) days in advance of the July 1st automatic renewal date. Such a withdrawal will be effective as of said July 1st automatic renewal date. A withdrawal of this nature shall not otherwise affect the effectiveness of this Agreement as to

the other parties. Should any municipality listed herein fail to execute this Agreement, that failure shall not affect this Agreement's effectiveness as to and among the other parties.

Section 2 shall now read:

The term of this Agreement shall begin on July 1, 2010 and shall continue until June 30, 2011. On each July 1st thereafter, this Agreement shall automatically renew for subsequent, successive one year terms unless Union County provides notice to each municipality participating (at that time) under this Agreement of an intent not to renew this Agreement. Each party to this Agreement shall have the right to withdraw its participation under this Agreement by giving written notice to the other parties to this Agreement at least sixty (60) days in advance of the July 1st automatic renewal date. Such a withdrawal will be effective as of said July 1st automatic renewal date. A withdrawal of this nature shall not otherwise affect the effectiveness of this Agreement as to the other parties. Should any municipality listed herein fail to execute this Agreement, that failure shall not affect this Agreement's effectiveness as to and among the other parties.

2. Section 3 of the Agreement shall be modified as follows:

Union County estimates that its direct costs (consisting of salary and benefits) in continuing the urban forester position for the 2010-2011 Fiscal Year will amount to \$60,671. In consideration of the services of the urban forester, a Union County employee, the municipalities participating under this Agreement agree to pay a portion of Union County's expenses for the urban forester position as indicated below for each fiscal year (July 1 – June 30) occurring during the term of this Agreement:

Town of Fairview:	\$1,204.36
Town of Hemby Bridge:	\$461.34
Town of Indian Trail:	\$6,454.84
Village of Lake Park:	\$794.88
Town of Marshville:	\$745.00
Village of Marvin:	\$654.91
Town of Mineral Springs:	\$595.85
City of Monroe:	\$8,925.60
Town of Stallings:	\$2,811.99

Town of Unionville:	\$1,854.81
Town of Waxhaw:	\$940.06
Town of Weddington:	\$2,356.60
Village of Wesley Chapel:	\$1,189.47
Town of Wingate:	\$1,010.29

As Union County's costs for the urban forester position increase, Union County may increase the portion to be paid by the parties to this Agreement on a pro rata basis by giving each party to this Agreement notice of the applicable increase no later than the April 1st immediately preceding the July 1st automatic renewal date for which the increase will be effective. These aforementioned annual, nonrefundable amounts shall be due within thirty (30) days of receipt of an invoice from Union County, following the start of the applicable fiscal year. Payments shall be sent to the address indicated on the invoice. If Union County increases the portion to be paid by the municipalities participating in this Agreement, then such municipalities may withdraw their participation from this Agreement by giving sixty (60) days notice in advance of the automatic renewal date as described in Section 2 of this Agreement.

Section 3 shall now read:

Union County estimates that its direct costs (consisting of salary and benefits) in continuing the urban forester position for the 2010-2011 Fiscal Year will amount to \$60,671. In consideration of the services of the urban forester, a Union County employee, the municipalities participating under this Agreement agree to pay a portion of Union County's expenses for the urban forester position as indicated below for each fiscal year (July 1 – June 30) occurring during the term of this Agreement:

Village of Lake Park:	\$794.88
Town of Marshville:	\$745.00
Village of Marvin:	\$654.91
Town of Mineral Springs:	\$595.85
City of Monroe:	\$8,925.60
Town of Stallings:	\$2,811.99
Town of Unionville:	\$1,854.81
Town of Waxhaw:	\$940.06
Town of Weddington:	\$2,356.60
Town of Wingate:	\$1,010.29

As Union County's costs for the urban forester position increase, Union County may increase the portion to be paid by the parties to this Agreement on a pro rata basis by giving each party to this Agreement notice of the applicable increase no later than the April 1st immediately preceding the July 1st automatic renewal date for which the increase will be effective. The aforementioned annual, nonrefundable amounts shall be due within thirty (30) days of receipt of an invoice from Union County, following the start of the applicable fiscal year. Payments shall be sent to the address indicated on the invoice. If Union County increases the portion to be paid by the municipalities participating in this Agreement, then such municipalities may withdraw their participation from this Agreement by giving sixty (60) days notice in advance of the automatic renewal date as described in Section 2 of this Agreement.

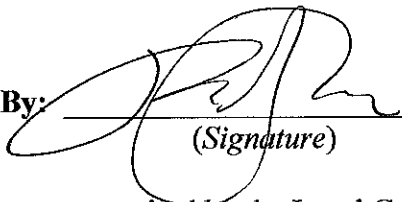
3. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect. Should any municipality listed herein fail to execute this Amendment, that failure shall not affect this Amendment's effectiveness and the Agreement's effectiveness (as herein amended) as to and among the other parties. Should any municipality listed herein fail to execute this Amendment, that municipality shall be deemed to have withdrawn its participation under the Agreement as of July 1, 2011.

4. This Amendment may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto confirm that any facsimile copy or photocopy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

VILLAGE OF LAKE PARK:

Attest: Cheri Clark

By: 
(Signature)

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

Cheryl Bennett
Finance Director

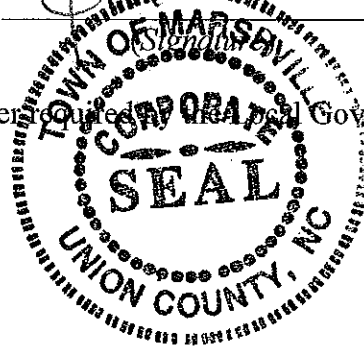
TOWN OF MARSHVILLE:

Attest: Yonya Johnson

By: _____

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

Yonya Johnson
Finance Director



VILLAGE OF MARVIN:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MINERAL SPRINGS:

Attest: _____

By: _____
(Signature)

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

Finance Director

CITY OF MONROE:

Attest: _____

By: _____
(Signature)

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

Finance Director

TOWN OF MARSHVILLE:

Attest: _____ By: _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: _____ By: _____
(Signature)

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

Finance Director



TOWN OF MINERAL SPRINGS:

Attest: _____ By: _____
(Signature)

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

Finance Director

CITY OF MONROE:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF MARSHVILLE:

Attest: _____ By: _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF MINERAL SPRINGS:

Attest: Vicky Brooks By: [Signature]
(Signature)



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

[Signature]
Finance Director

CITY OF MONROE:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF MARSHVILLE:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

VILLAGE OF MARVIN:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

TOWN OF MINERAL SPRINGS:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

CITY OF MONROE:

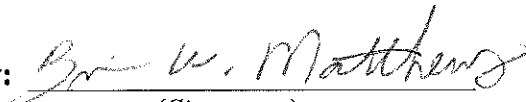
Attest: Bridgette P. Robinson **By:** W. J. [Signature]
(Signature)

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


Gregory D. [Signature]
Finance Director

TOWN OF STALLINGS:

Attest: 

By: 
(Signature)

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


Finance Director

TOWN OF UNIONVILLE:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF WAXHAW:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF STALLINGS:

Attest: _____ By: _____
(Signature)

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

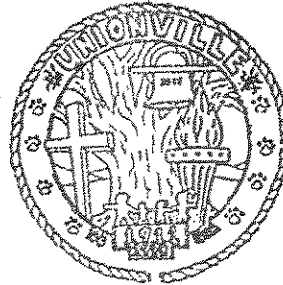
Finance Director

TOWN OF UNIONVILLE:

Attest: *Dwight N. Gaddy* By: *Larry B. Lipe*
(Signature)

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

Danell H. Barr
Finance Director



TOWN OF WAXHAW:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF WEDDINGTON:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF STALLINGS:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF UNIONVILLE:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF WAXHAW:

Attest: Bonnie D. McManus By: Michael W. Lee
Town Clerk (Signature)

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

Michael W. Lee
Finance Director

TOWN OF WEDDINGTON:

Attest: _____ By: _____
(Signature)

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

Finance Director

TOWN OF STALLINGS:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

TOWN OF UNIONVILLE:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

TOWN OF WAXHAW:

Attest: _____ **By:** _____
(Signature)

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

Finance Director

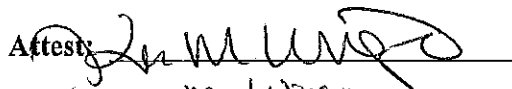
TOWN OF WEDDINGTON:

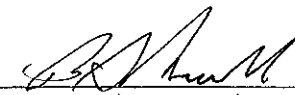
Attest: Amy S. McCollum **By:** Nancy Anderson, Mayor
(Signature)

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

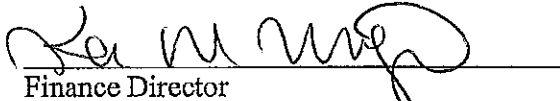
Leshi Baylona
Finance Director

TOWN OF WINGATE:

Attest: 
Karen M. Wingo

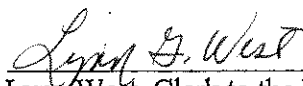
By: , Mayor
Bill Braswell (Signature)

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


Finance Director

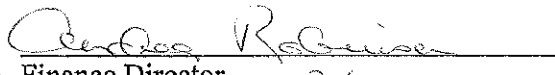



UNION COUNTY:

Attest: 
Lynn West, Clerk to the Board

By: 
Cynthia A. Coto, County Manager

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


Finance Director
 2/15/2012

APPROVED AS TO LEGAL FORM 

Urban Forester 2020-21 Municipal Contributions

Contributions are based on percentage of total county population

<u>Participating in 2020-21</u>	2020-21
Village of Lake Park	1,572.49
Village of Marvin	3,027.53
Town of Mineral Springs	1,294.92
City of Monroe	14,926.40
Town of Stallings	6,713.29
Town of Unionville	2,863.60
Town of Waxhaw	6,019.99
Village of Wesley Chapel	3,872.92
Town of Wingate	1,733.88
Town of Weddington	4,585.23
	46,610.25

<u>Non-participating in 2020-21</u>	
Town of Fairview	1,594.04
Town of Hemby Bridge	672.60
Town of Indian Trail	16,642.96
Town of Marshville	1,041.85
Non-participating absorbed by Union County	19,951.45
Union County population percentage	31,651.32
Union County Total Expense (Pop%+Absorbed)	51,602.77

Summary		
Participating Municipalities	46,610.25	47.5%
Union County Total Expense	51,602.77	52.5%
Total Budget	98,213.02	100.0%



**TOWN OF WEDDINGTON
PROCLAMATION
P-2020-01**

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

WHEREAS, the members of the law enforcement agencies of Union County and North Carolina play an essential role in safeguarding the rights and freedom of the citizens of the State; and

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

WHEREAS, the citizens of Weddington recognize and appreciate the contributions made by law enforcement officers at all levels of government; and

NOW, THEREFORE, I, Elizabeth Callis, Mayor of the Town of Weddington, North Carolina, call upon all citizens of Weddington to observe May 15, 2020 as

PEACE OFFICERS' MEMORIAL DAY

In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice to their community or have become disabled in the performance of duty.

And the week of May 10 through May 16, 2020 as

NATIONAL POLICE WEEK

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Weddington to be affixed this the 11th day of May 2020.

Elizabeth Callis, Mayor

Attest:

Karen Dewey, Town Clerk

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: May 11, 2020

SUBJECT: Cabarrus Stanly Union (CSU) Regional Hazard Mitigation Plan

The regional Cabarrus Stanly Union (CSU) Hazard Mitigation Plan is required to be adopted before the old Plan expires on June 18, 2020. Each jurisdiction is required to approve a resolution adopting the updated plan prior to this date to ensure federal reimbursement in the unlikely event of a disaster in our jurisdiction.

A link to the plan is below:

https://drive.google.com/file/d/1tgAqYN8DMcFpIEaEnQ2_B8cZLvIJx_VJ/view?usp=sharing

Staff recommends approving resolution 2020-02 to adopt the Cabarrus Stanly Union Regional Hazard Mitigation Plan.

**TOWN OF WEDDINGTON
RESOLUTION TO ADOPT THE
CABARRUS STANLY UNION REGIONAL HAZARD MITIGATION PLAN
R-2020-02**

WHEREAS, The Town of Weddington is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, The Town of Weddington desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Weddington Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Weddington Town Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Weddington; and

WHEREAS, The Town of Weddington, in coordination with Cabarrus, Stanly, and Union Counties and the participating municipalities within those Counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency are reviewing the Cabarrus Stanly Union Regional Hazard Mitigation Plan for legislative compliance and will approve the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Town of Weddington Town Council hereby:

1. Adopts the Cabarrus Stanly Union Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on 11 May 2020

Elizabeth Callis, Mayor

ATTEST:

Karen Dewey, Town Clerk

**TOWN OF WEDDINGTON
AMENDED BUDGET
FYE 6/30/2020**

Tax Rate 5.2 cents

**ORIGINAL
BUDGET**

**BUDGET
AMENDMENT 1**

**4/30/2020
BUDGET
AMENDMENT 2**

Revenues					
Ad Valorem Taxes		\$ 1,229,250	\$ 1,229,250		\$ 1,244,250 {D}
State-Collected Revenues		885,000	875,000		840,000 {E}
Zoning and Subdivision Revenues		\$ 48,250	\$ 48,250		\$ 53,250
Other Revenues		22,750	47,750 {A}		42,750
Total Revenues		\$ 2,185,250	\$ 2,200,250		\$ 2,180,250
Expenditures					
Administrative Expenditures		\$ 626,900	\$ 472,900 {B}		\$ 575,075 {F}
Planning and Zoning Expenditures		516,240	403,240 {C}		278,565 {F}
General Government Expenditures		1,155,110	1,324,110 {A} {B} {C}		1,326,610
Total Expenditures		\$ 2,298,250	\$ 2,200,250		\$ 2,180,250
Total Fund Balance Appropriation		\$ 113,000	\$ (0) {C}		\$ (0)

{A} Driveway easement renewal revenue not included in initial budget

{B} Reclass park expenditures to fire station repairs and to correct underbudgeting of attorney fees

{C} Remove encumbered portion of Tilley-Morris roundabout because project has been delayed until FY21

{D} Adjust to actual collection percentage

{E} Estimated reduced sales tax revenue due to COVID-19

{F} Reclass remaining Tilley-Morris RAB budget to use for purchase of new financial software

TOWN OF WEDDINGTON
AMENDED BUDGET AS OF 4/30/20
FY2020

	PRELIMINARY BUDGET FY2020	AMENDMENT ADJUSTMENT	11/30/19 AMENDED BUDGET FY2020	AMENDMENT ADJUSTMENT	4/30/20 AMENDED BUDGET FY2020	AMENDMENT EXPLANATION
REVENUE:						
10-3101-110 AD VALOREM TAX - CURRENT	1,120,000.00		1,120,000.00	10,000.00	1,130,000.00	Adjusting to actual collection %
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	3,000.00		3,000.00		3,000.00	
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	2,000.00		2,000.00		2,000.00	
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	102,000.00		102,000.00	5,000.00	107,000.00	Adjusting to actual avg mthly collections
10-3115-180 TAX INTEREST	2,250.00		2,250.00		2,250.00	
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	370,000.00		370,000.00	-35,000.00	335,000.00	Estimated COVID19 effect
10-3322-220 BEER & WINE TAX	45,000.00		45,000.00		45,000.00	
10-3324-220 UTILITY FRANCHISE TAX	470,000.00	-10,000.00	460,000.00		460,000.00	
10-3340-400 ZONING & PERMIT FEES	35,000.00		35,000.00		35,000.00	
10-3350-400 SUBDIVISION FEES	13,250.00		13,250.00	5,000.00	18,250.00	Adjusting for previously unidentified fees
10-3830-891 MISCELLANEOUS REVENUES	1,750.00	25,000.00	26,750.00		26,750.00	
10-3831-491 INVESTMENT INCOME	21,000.00		21,000.00	-5,000.00	16,000.00	Adjust for decreased rates due to COVID19
TOTAL REVENUE	2,185,250.00		2,200,250.00		2,180,250.00	
GENERAL GOVERNMENT EXPENDITURE:						
10-4110-126 FIRE DEPT SUBSIDIES	772,810.00		772,810.00		772,810.00	
10-4110-127 FIRE DEPT CAPITAL/BLDG MAINTENANCE	21,000.00	130,000.00	151,000.00		151,000.00	
10-4110-128 POLICE PROTECTION	297,275.00	2,000.00	299,275.00		299,275.00	
10-4110-192 ATTORNEY FEES - GENERAL	30,000.00	30,000.00	60,000.00		60,000.00	
10-4110-193 ATTORNEY FEES - LITIGATION		5,000.00	5,000.00		5,000.00	
10-4110-195 ELECTION EXPENSE	3,500.00		3,500.00	9,000.00	12,500.00	Adjust for municipal election cost
10-4110-340 PUBLICATIONS	10,500.00		10,500.00		10,500.00	
10-4110-341 WEDDINGTON FALL EVENT			0.00	3,500.00	3,500.00	Turkey Trot contract
10-4110-342 HOLIDAY/TREE LIGHTING	6,000.00		6,000.00	-2,000.00	4,000.00	Decrease for holiday decorations deferred to FY21
10-4110-343 SPRING EVENT	10,175.00		10,175.00	-6,500.00	3,675.00	COVID19 cancellation
10-4110-344 OTHER COMMUNITY EVENTS	1,850.00		1,850.00		1,850.00	
10-4110-495 EVENT PUBLIC SAFETY	2,000.00	2,000.00	4,000.00	-1,500.00	2,500.00	COVID19 cancellation
TOTAL GENERAL GOVT EXPENDITURE	1,155,110.00		1,324,110.00		1,326,610.00	
ADMINISTRATIVE EXPENDITURE:						
10-4120-121 SALARIES - CLERK	22,825.00		22,825.00		22,825.00	
10-4120-123 SALARIES - TAX COLLECTOR	51,250.00		51,250.00		51,250.00	
10-4120-124 SALARIES - FINANCE OFFICER	10,850.00		10,850.00		10,850.00	
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	25,200.00		25,200.00		25,200.00	
10-4120-181 FICA EXPENSE	8,425.00		8,425.00		8,425.00	
10-4120-182 EMPLOYEE RETIREMENT	11,725.00		11,725.00		11,725.00	
10-4120-183 EMPLOYEE INSURANCE	13,475.00		13,475.00		13,475.00	
10-4120-184 EMPLOYEE LIFE INSURANCE	175.00		175.00		175.00	
10-4120-185 EMPLOYEE S-T DISABILITY	175.00		175.00		175.00	
SALARY ADJUSTMENTS	3,500.00		3,500.00		3,500.00	
10-4120-191 AUDIT FEES	8,750.00		8,750.00		8,750.00	
10-4120-193 CONTRACT LABOR	103,750.00	-71,000.00	32,750.00	16,500.00	49,250.00	Park grading
10-4120-200 OFFICE SUPPLIES - ADMIN	12,000.00	3,000.00	15,000.00	5,000.00	20,000.00	Workroom cabinets
10-4120-210 PLANNING CONFERENCE	500.00		500.00		500.00	
10-4120-321 TELEPHONE - ADMIN	3,000.00		3,000.00		3,000.00	
10-4120-325 POSTAGE - ADMIN	2,000.00		2,000.00		2,000.00	
10-4120-331 UTILITIES - ADMIN	6,000.00		6,000.00		6,000.00	
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	15,000.00	-3,000.00	12,000.00	-4,825.00	7,175.00	Workroom cabinets
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	75,000.00		75,000.00		75,000.00	

TOWN OF WEDDINGTON
AMENDED BUDGET AS OF 4/30/20
FY2020

	PRELIMINARY BUDGET FY2020	AMENDMENT ADJUSTMENT	11/30/19 AMENDED BUDGET FY2020	AMENDMENT ADJUSTMENT	4/30/20 AMENDED BUDGET FY2020	AMENDMENT EXPLANATION
10-4120-354 REPAIRS & MAINTENANCE - GROUNDS	90,050.00		90,050.00	-7,500.00	82,550.00	Park landscaping savings
10-4120-355 REPAIRS & MAINTENANCE - PEST CONTRL	1,500.00		1,500.00		1,500.00	
10-4120-356 REPAIRS & MAINTENANCE - CUSTODIAL	6,000.00		6,000.00		6,000.00	
10-4120-500 CAPITAL EXPENDITURES	100,000.00	-90,000.00	10,000.00	95,000.00	105,000.00	Financial software purchase
10-4120-370 ADVERTISING - ADMIN	1,000.00		1,000.00		1,000.00	
10-4120-397 TAX LISTING & TAX COLLECTION FEES	250.00		250.00		250.00	
10-4120-400 ADMINISTRATIVE TRAINING	4,000.00	1,000.00	5,000.00		5,000.00	
10-4120-410 ADMINISTRATIVE TRAVEL	5,000.00	2,000.00	7,000.00	-1,000.00	6,000.00	COVID19 travel restrictions
10-4120-450 INSURANCE	14,500.00		14,500.00		14,500.00	
10-4120-491 DUES & SUBSCRIPTIONS	20,000.00	4,000.00	24,000.00	-1,000.00	23,000.00	
10-4120-498 GIFTS & AWARDS	3,000.00		3,000.00		3,000.00	
10-4120-499 MISCELLANEOUS	8,000.00		8,000.00		8,000.00	
TOTAL ADMINISTRATIVE EXPENSE	626,900.00		472,900.00		575,075.00	
PLANNING & ZONING EXPENDITURE:						
10-4130-121 SALARIES - PLANNER/ADMINISTRATOR	73,175.00		73,175.00		73,175.00	
10-4130-122 SALARIES - ASST ZONING ADMINISTRATOR	500.00		500.00		500.00	
10-4130-123 SALARIES - ADMINISTRATIVE ASSISTANT	18,000.00		18,000.00		18,000.00	
10-4130-124 SALARIES - PLANNING BOARD	5,200.00		5,200.00		5,200.00	
10-4130-125 SALARIES - SIGN REMOVAL	8,500.00		8,500.00		8,500.00	
10-4130-181 FICA EXPENSE - P&Z	7,725.00		7,725.00		7,725.00	
10-4130-182 EMPLOYEE RETIREMENT - P&Z	14,940.00		14,940.00		14,940.00	
10-4130-183 EMPLOYEE INSURANCE - P&Z	15,925.00		15,925.00	1,825.00	17,750.00	Adjust for add'l coverage
10-4130-184 EMPLOYEE LIFE INSURANCE - P&Z	250.00		250.00		250.00	
10-4130-185 EMPLOYEE S-T DISABILITY - P&Z	175.00		175.00		175.00	
	3,500.00		3,500.00		3,500.00	
10-4130-193 CONSULTING	60,000.00		60,000.00	-10,000.00	50,000.00	Adjust to estimated actual
10-4130-194 CONSULTING - COG	26,500.00		26,500.00	-18,000.00	8,500.00	Remove budget for remedy costs not to be incurred
10-4130-200 OFFICE SUPPLIES - PLANNING & ZONING	5,000.00		5,000.00		5,000.00	
10-4130-201 ZONING SPECIFIC OFFICE SUPPLIES	2,500.00		2,500.00		2,500.00	
10-4130-215 HISTORIC PRESERVATION	350.00		350.00		350.00	
10-4130-220 INFRASTRUCTURE	262,000.00	-113,000.00	149,000.00	-98,500.00	50,500.00	Tilley-Morris RAB delay (reclass budget to financial software)
10-4130-321 TELEPHONE - PLANNING & ZONING	3,000.00		3,000.00		3,000.00	
10-4130-325 POSTAGE - PLANNING & ZONING	2,000.00		2,000.00		2,000.00	
10-4130-331 UTILITIES - PLANNING & ZONING	6,000.00		6,000.00		6,000.00	
10-4130-370 ADVERTISING - PLANNING & ZONING	1,000.00		1,000.00		1,000.00	
TOTAL PLANNING EXPENSE	516,240.00		403,240.00		278,565.00	
TOTAL EXPENDITURES	2,298,250.00		2,200,250.00		2,180,250.00	
NET OPERATING REVENUES/(EXPENDITURES)	(113,000.00)		0.00		0.00	

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: May 11, 2020

SUBJECT: Paving Contract for Ambassador Court

Staff requested a quote for paving Ambassador Court for the road to be accepted into the state maintenance system. A contract was prepared and approved in 2018 however Council requested the execution be delayed until the town received funds from adjacent property owners. These funds were received in April 2020. Upon receiving the money, the town agreed to execute the contract, oversee the contract scope of work; and handle the road transfer to NCDOT for maintenance.

Staff recommends entering into contract with H&S Paving for an amount not to exceed \$19,150.00.

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made and entered into to be effective 5/11/2020 ("Effective Date") between **Town of Weddington** ("the Town") and **H&S Paving LLC** ("the Service Provider"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Service Provider - The Service Provider agrees to **furnish all necessary supervision, labor, equipment and materials to complete the removal and replacement/paving of Ambassador Court to NCDOT standards** (the "Services") as more particularly described in Scope of Services attached hereto and incorporated herein by reference as **Exhibit 1** (the "Scope of Services") for **Ambassador Court within the Town**.

The Service Provider shall obtain a 'built-to-suit' letter from NCDOT prior to final payment.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The term of this Contract shall be from the Effective Date until **June 30, 2020**.

The Service Provider shall begin work immediately upon issuance of a written notice to proceed. The Service Provider agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Service Provider represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of the Town. The Town hereby agrees to pay to the Service Provider for the faithful performance of this Contract a total not to exceed \$19,150.00
3. The Town's Project Coordinator. **Lisa Thompson, Town Administrator**, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Service Provider's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Primary Client Contact for the Service Provider. The Authorized Representative on the signature page is designated as the Primary Contact for the Service Provider. The Primary Contact is fully authorized to act on behalf of the Service Provider in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to the Town's Project Coordinator. The Town will not pay in advance without the prior approval of the Town's Finance Officer. The Service Provider to submit invoices upon completion of work. The final invoice shall not be sent until the Town receives a 'built-to-suit' letter from NCDOT.
6. Standard Terms and Conditions: The Service Provider agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

IN WITNESS WHEREOF, the Town and the Service Provider have executed this Contract on the day and year first written above.

the Service Provider Name

Signature of Authorized Representative	Date
--	------

Signature of Authorized Representative	Date
--	------

the Service Provider's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Town of Weddington

Owner

Signature of Authorized Representative	Date
--	------

Signature of Authorized Representative	Date
--	------

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

Finance	Date
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Finance	Date
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EXHIBIT 1 – SCOPE OF WORK

Furnish all the necessary supervision, labor, equipment and materials to complete the work listed below

Job Description: Remove & Replace Road & Cul de sac, (Approx. 605 Square Yards)

- Saw cut area.
- Excavate areas to a depth of 2 inches.
- Haul off all debris.
- Patch soft areas prior to paving.
- Pave areas with 2 inches of Type RS 9.5 B Asphalt Mix.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation 2018 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Attachment A

Standard Terms and Conditions (Service Contracts)

1. Contract Documents. The Service Provider's execution of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for qualifications), and (iv) any other terms and conditions of a written agreement signed by the Service Provider and the Town that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Service Provider and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Service Provider's quotation, acknowledgment, invoice, or in any other communication from the Service Provider to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. Nondiscrimination. During the performance of the Contract, the Service Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
3. Conflict of Interest. The Service Provider represents and warrants that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. The Service Provider shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
4. Gratuities to the Town. The right of the Service Provider to proceed may be terminated by written notice if the Town determines that the Service Provider, its agent or another representative offered or gave a gratuity to an official or employee of the Town in violation of policies of the Town.
5. No Kickbacks to the Service Provider. The Service Provider shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Service Provider has grounds to believe that a violation of this clause may have occurred, the Service Provider shall promptly report to the Town in writing the possible violation.
6. E-Verification. The Service Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
7. Indemnification. The Service Provider shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Service Provider's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Service Provider's breach of the terms and conditions of the Contract. In the event the Service Provider, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Service Provider agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
8. Insurance. Unless such insurance requirements are waived or modified by the Town, the Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile - the Service Provider shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - the Service Provider shall maintain commercial general liability insurance that shall protect the Service Provider from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to the Service Provider, the Service Provider shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. The Service Provider shall also provide any other

insurance or bonding specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Service Provider to the Town and shall contain the provision that the Town be given 30 days' written notice of any intent to amend or terminate by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to the Service Provider. If the Contract is terminated by the Town in accordance with this paragraph, the Service Provider will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
10. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Service Provider. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Service Provider shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
11. Contract Funding. It is understood and agreed between the Service Provider and the Town that the Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town's Finance Officer and until the Service Provider receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. the Town shall not be liable to the Service Provider for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
12. Improper Payments. The Service Provider shall assume all risks attendant to any improper expenditure of funds under the Contract. The Service Provider shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Service Provider shall make such refunds within 30 days after the Town notifies the Service Provider in writing that a payment has been determined to be improper.
13. Contract Transfer. The Service Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
14. Contract Personnel. The Service Provider agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
15. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Service Provider.
16. Relationship of Parties. The Service Provider is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Service Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Service Provider and the Town. Employees of the Service Provider shall remain subject to the exclusive control and supervision of the Service Provider, which is solely responsible for their compensation.
17. Advertisement. The Contract will not be used in connection with any advertising by the Service Provider without prior written approval by the Town.
18. No Pre-Judgment or Post-Judgment Interest. In the event of any action by the Service Provider for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Service Provider specifically waives any claim for interest.
19. Background Checks. At the request of the Town's Project Coordinator, the Service Provider (if an individual) or any individual employees of the Service Provider shall submit to the Town criminal background check and drug testing procedures.
20. Confidential Information. Employee Personnel Information: If, during the Service Provider's performance of the Contract, Service Provider should obtain any information pertaining to employees of the Town's personnel records, Service Provider agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) the Service Provider agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Service Provider in connection herewith or procured, developed, produced, manufactured or fabricated by the Service Provider in connection herewith or procured, developed, produced, manufactured or fabricated by the Service Provider in connection with the Service Provider's performance hereunder (collectively, "Information"). The Service Provider shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Service Provider shall not, without the prior written consent of

the Town, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of the Service Provider hereunder. Any technical knowledge or information of the Service Provider which the Service Provider shall have disclosed or may hereafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.

21. Intellectual Property. The Service Provider agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
22. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
23. No Third-Party Benefits. The Contract shall not be considered by the Service Provider to create any benefits on behalf of any third party. The Service Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
24. Force Majeure. If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
25. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
26. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Service Provider hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. the Service Provider may not assign, pledge, or in any manner encumber the Service Provider's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

**TOWN OF WEDDINGTON
E-VERIFY AFFIDAVIT**

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Weddington;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the _____ day of _____, 2020.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2020.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

**TOWN OF WEDDINGTON
REGULAR TOWN COUNCIL MEETING
MONDAY, MARCH 9, 2020 – 7:00 P.M.
WEDDINGTON TOWN HALL
MINUTES
PAGE 1 OF 7**

Prayer - Filmore Strunk - Reverend, All Saints Anglican Church

1. Open the Meeting

Mayor Callis called the meeting to order at 7:01 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 and Anne Pruitt present. Councilmember Mike Smith was absent.

Staff present: Town Planner/Administrator Lisa Thompson, Town Clerk Karen Dewey, Finance Officer Leslie Gaylord, Town Attorney Kevin Bringewatt

Visitors: Mike Morse, Rocky Caponigro, Steve Godfrey, Don Titherington, Trevor Smith, Anne Marie Smith, Ann Craven,

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

Mayor Callis request to change agenda item 9 to read Presentation of the Fiscal Year *2018-2019* Audit by Rowell, Craven, and Short.

Motion: Mayor Pro Tem Propst made a motion to adopt the agenda as amended.
Vote: The motion passed with a unanimous vote.

5. Mayor/Councilmember Reports

Mayor Callis thanked Mayor Pro Tem Propst for stepping in to run the February meeting in her absence. She stated that the Spring Litter Sweep and Shredding Event is Saturday April 25th.

Councilmember Pruitt thanked Antioch Elementary School for including her in the Read Across America Event along with Mayor Callis and Mayor Pro Tem Propst

Mayor Pro Tem Propst agreed that the Read Across America Event was a lot of fun and something she looks forward to every year.

Councilmember Perryman stated that the Teen Driver Safety Class is on Saturday, March 28th and there are still spots available for 15- to 19-year olds with their driver's license or learner's permit.

6. Public Comments

Don Titherington-Mr. Titherington expressed concern about the resolution regarding ending municipal fire service. He believes it is important to keep the citizens informed of strategies and considerations as to why this is being deliberated now as opposed to what was previously considered 4 -5 years ago. Mr. Titherington had questions for the Council to consider for the citizens:

- What is the plan for coverage? Once the fire service is turned over to the county, the contract is currently capped based on revenue changes and the Town can control the finances.
- What is the plan for the Hemby Road station? Will it convey to the county?
- Will the county commit to the 5-mile coverage radius?
- Will there be a minimum ISO the county will be required to maintain?
- What will be the net effect on the Town's public safety budget? What will be the impact on Weddington tax rates?
- What services will be provided by the Town? Fire service is one of the few things Weddington provides to residents. Will Weddington become a "paper town"?
- What conversations have been held with the County Commissioners? Are they willing to agree to this?

Mr. Titherington also expressed concern with the fact that the sign on the Hemby Road Fire Station has been down for many months and the fire station hasn't been identified for 5-6 months. It needs a sign to identify it in case of an emergency.

Mr. Titherington expressed concern regarding the safety of the road shoulders in Union County.

7. Public Safety Report

Deputy Hunt was unable to attend the meeting.

8. Special Recognition of Trent Maton, Eagle Scout

Mayor Callis presented a certificate to Trent Maton recognizing his accomplishment of receiving his Eagle Scout award.

9. Presentation of the Fiscal Year 2018-2019 Audit by Rowell, Craven, & Short

Ms. Ann Craven presented the Fiscal Year 2018-2019 Audit of the Town of Weddington. She compared financials to two years ago. Tax collection rate increased from 99.17 to 99.38 percent. Revenues exceeded the budget and expenses were lower. The town is in a strong position with zero debt even with the on-going litigation.

Mayor Pro Tem Propst asked if the town needs a credit risk policy. Ms. Craven responded that she didn't think so, unless the town starts to accrue debt. If that should happen, the town should look at implementing one.

10. Consent Agenda

11. Approval of Minutes

A. February 7, 2020 Town Council Retreat Meeting Minutes

Motion: Councilmember Perryman made a motion to approve the February 7, 2020 Town Council Retreat Meeting Minutes.

Vote: The motion passed with a unanimous vote.

B. February 10, 2020 Regular Town Council Meeting Minutes

Motion: Mayor Pro Tem Propst made a motion to approve the February 10, 2020 Regular Town Council Meeting Minutes.

Vote: The motion passed with a unanimous vote.

12. Old Business

A. Discussion of Fiscal Year 2020-2021 Budget

Ms. Gaylord presented most current working budget. She stated that staff is considering pushing expenses into this fiscal year, for example, new financial software. The net operating budget revenue has remained the same. Some event expenses and potential sponsorship revenue were changed. New town banners were added. The WCWAA/Optimist Park funding request is not in budget yet. It is a tight budget year. There is \$207,000 left to appropriate at the end of the year which is the exact amount for the Tilly-Morris round-a-bout.

13. New Business

A. Discussion and Consideration of a Resolution 2020-01 to Cease Providing Municipal Fire Protection Services Pursuant to G.S. 160A-209 and Article 14 of Chapter 160A and Consenting to the Inclusion of its Incorporated Territory with the Existing Weddington Municipal Fire Service Lines within the Volunteer Fire Department Districts as Created by Union County.

Ms. Thompson stated: She, Ms. Gaylord, and Ms. Wolter met with Patrick Niland, Assistant County Manager, to review the 80/20, 60/40 proposed fire tax methodology that the county is looking to adopt. When asked if county would take the fire service from the town, Mr. Niland asked the town to do a formal request. Ms. Wolter will meet with the county attorney to discuss an agreement. This resolution serves to notify the county that Weddington is releasing town tax authority back to county and the Wesley Chapel Volunteer Fire Department district will assume the town boundary as they are currently. As the town has to set the tax rate by July 1, 2020, that is the effective date of the resolution.

Ms. Gaylord explained the Weddington tax rate and the county tax rate are getting closer. Fire costs are rising. Preparing an individual budget for the town is an administrative headache for Chief McClendon and it limits what funds from Weddington can be used.

Chief McLendon confirmed the ISO rating will remain the same, coverage will remain the same. This move will simplify the budget process and remove any issue with the possibility of changing services for the town.

Councilmember Perryman stated that this will simplify the budget process for the town and the fire department. He asked what it will do to the tax rate as the operating costs are continuing to go up. This move will spread increasing future costs across the entire fire district. Ms. Gaylord stated that if the county agrees to taking the fire service, Weddington would be in a position to lower taxes. To

deal with any changes in the sales tax returns to the town, fair market rent for the fire station would off-set any decrease.

Councilmember Perryman asked about the status of the Hemby Rd. fire station. If there might be any chance or indication that the station would shut down or be relocated. Chief McLendon responded that there has been no discussion, nor would it be practical to shut that fire station down. As the community continues to grow, new fire stations may be built in other areas, but he does not project at any time closing fire stations. They are finalizing the plans for the new station on Rea Road due to the growth and traffic congestion and widening of Providence Road. Expect to see new fire stations in new areas but closing the Hemby station is not in future plans.

Chief McLendon explained the 80/20 funding methodology. All residents in Union County pay 1.33 cents that historically has been used for rural fire departments to fill any budget shortfall when they aren't able to raise enough revenue. In Weddington, all that money (1.33 cents) has left the area. Union County has identified a different methodology, the 80/20 model. 80% of budget is funded locally. 20% funded from county wide rate. The dividend comes from all citizens and all organizations are receiving that percentage. For Weddington specifically, currently, residents are paying into the county tax rate and all that money is leaving the area. Once fire service is returned to the county, Weddington residents will still pay the county rate, but the 20% revenue will stay in the area.

Mayor Pro Tem Propst stated that the cap on the contract has been increasing every year. Ms. Gaylord explained that the contract does allow the town to cap, but the fire department can request more.

Mayor Pro Tem Propst also thanked Chief McLendon for his help with Bill Price, who had an emergency last week.

Councilmember Pruitt asked to clarify that the residents will see no difference in service. The difference will be who is collecting the taxes. Weddington taxes will go down, there will be no service impacts, except probably an improvement and financial savings.

Ms. Gaylord stated that this resolution puts the ball in the county's court as a formal process. The Town tax rates will be set by 1 July, if the county doesn't take the fire service by then, the fire tax will stay in Weddington's budget.

Motion: Mayor Pro Tem Propst made a motion to approve Resolution 2020-1 to Cease Providing Municipal Fire Protection Services Pursuant to G.S. 160A-209 and Article 14 of Chapter 160A and Consenting to the Inclusion of its Incorporated Territory with the Existing Weddington Municipal Fire Service Lines within the Volunteer Fire Department Districts as Created by Union County.

Vote: The motion passed with a unanimous vote.

B. Discussion and Consideration of Town Events Sponsorship Packet

Councilmember Pruitt presented the sponsorship application packet. It shows all town events with opportunities to provide sponsorship and to ensure the town can thank and recognize sponsors for their help.

Motion: Mayor Pro Tem Propst made a motion to approve the Town Events Sponsorship Packet.

Vote: The motion passed with a unanimous vote.

C. Discussion and Consideration of entering into contract with Start2Finish for event management services

Councilmember Pruitt requested to enter into contract to help with all aspects of the first annual Weddington 5K Turkey Trot to be held on Thanksgiving Day.

Motion: Mayor Pro Tem Propst made a motion to approve staff to enter into contract with Start2Finish for event management services.

Vote: The motion passed with a unanimous vote.

14. Update from Town Planner

Ms. Thompson presented the update: Tomorrow evening is a public meeting in Indian Trail. The county is soliciting comments on the comprehensive plan and critical intersection analysis including the Forest Lawn and Potter Road intersection improvements. The public can comment online to give feedback or attend the meeting. Ms. Thompson has spoken with Bjorn Hansen to ask for county help with the project to submit it for DA funds. He is supportive and will present to the commissioners for \$150,000 in addition to the money the town will put toward it. It should be selected in the fall for DA funds. The Town received erosion control delegation last week. Staff is currently working with the erosion control inspector and town engineer setting up meetings with project managers for all current developments. Atherton is currently in violation and will stay under state delegation until it's in compliance. Staff will look to adjust the fee schedule to cover inspection costs and monthly reporting. Planning Board held their March meeting. They discussed RV and boat storage and agreed that it should be regulated by HOAs as we are a rural town. Discussion was also held about temporary use permits for events to align with the event policy. The board questioned authority for TUP approval. It will continue to be discussed. An application for Atherton Phase 5 was submitted. There was concerns with the connector road. The town will require them to cul-de-sac it and put in an emergency access to Shadowmere. After sketch plan approval, the next step is for them to submit construction plans and a Preliminary Plat.

15. Code Enforcement Report

The only new violation added to the report is at Highway 84 at 12 Mile Creek Road. The tenant has been evicted.

16. Update from Finance Officer and Tax Collector

Ms. Gaylord presented the financial statements (attached for the record). She stated that staff met with software companies to review new financial software. It will be included in the budget, if there are funds for it.

17. Transportation Report

Mayor Callis stated that tomorrow night there is a public meeting at Indian Trail Town Hall for feedback on the critical intersection options. Residents can go online to give feedback until March 27.

18. Council Comments

Councilmember Perryman: I have three things I'd like to mention. First off, congratulations to Trent. It is an awesome accomplishment you should be very proud of that, I'm sure your parents are. Thank you for being here tonight and allowing us to say thank you and congratulations. Also, thank you to everybody for showing up tonight. It's always nice to see a full room. The only thing I'd ask you to do is next time bring a friend. This is how we get the word out and this is how people understand what is going on. And lastly, I can't say thank you enough to Leslie and the town staff. When you hear the independent auditor stand up and talk about the good financial shape our town is in, that is not only a reflection on our residents, but a reflection on the folks here everyday day in and day out minding the store. And so, I thank you for that. It's awesome. We've got the best town staff in the county.

Mayor Pro Tem Propst: Thank you Trent. Thank you for your service and participating in scouts. I think it's wonderful, Congratulations. That's really an admirable accomplishment and I'm very proud of you. Thank you for being a part of our community and thank you for your service to the scouts. Thank you everybody for coming out. I hope we answered everybody's questions regarding fire service. If there are more questions, I'm sure we will be able to answer them. We feel like this is the right process or we wouldn't be going that way and fire service is a commodity that we have to have the best service we can possibly have. Thank you everybody for coming out.

Councilmember Pruitt: Trent, congratulations. That's really exciting. Thank you guys for coming out tonight and I'll see you on Thanksgiving.

Mayor Callis: Our wonderful Deputy Romana Marks has been moved within the county and we are sad to see her go. We love our deputy Jackson Hunt, so we are glad you're back-welcome back!

19. Adjournment

Motion: Councilmember Pruitt made a motion to adjourn the March 9, 2020 Regular Town Council Meeting at 7:58 p.m.
Vote: The motion passed with a unanimous vote.

Approved: _____

Elizabeth Callis, Mayor

Karen Dewey, Town Clerk



Social Media Policy

Social Media includes websites, blogs, video postings, Facebook, Twitter, Instagram, YouTube, chat rooms and other social networking sites or forms of online journals, diaries, or personal newsletters. All social media sites will only be used as a vehicle for communicating the Town's message and shall not be utilized as a public forum or for engagement between the public and town staff. Questions or messages from the public will be directed to contact town staff directly via email.

All government related communication through social media outlets should remain professional in nature and should always be conducted in accordance with the organization's communications policy, practices, and expectations. Employees should be mindful that inappropriate usage of social media can be grounds for disciplinary action per the Personnel Handbook and keep a distinct separation between personal views and those held by the organization.

Content of posts and comments:

Communication should include no form of profanity, obscenity, or copyright violations. Confidential or non-public information may not be shared. There will be no political information or usage for political activity.

Posts and comments are public records. Communication via government related social networking sites is a public record and is subject to the North Carolina Public Records Statutes.

The Town of Weddington will include the following statement on their social media sites:

The purpose of social media usage is to present matters of public interest in the Town of Weddington, including the residents, businesses, and visitors. Please note this is a moderated-page and is not intended to be a public forum. Once posted, the Town of Weddington reserves the right to delete submissions that contain vulgar language or material, personal attacks of any kind or offensive comments that target or disparage any individual based on their race, color, religion, gender, sexual orientation, national origin, physical or mental disability, genetic information, age, military or veteran status, or any other status protected by federal, state, or local law. The Town of Weddington further reserves the right to remove comments that:

- Are spam or include links to other sites;
- Advocate illegal activity;
- Promote or advertise particular businesses, services, or political organizations;
- Infringe on copyrights or trademarks;
- Use personally identifiable information;
- Contain confidential information
- Contain opinions or endorsements regarding candidates for office, political issues, or municipal, county, state, or federal initiatives.

The comments posted do not reflect the opinions of the Town of Weddington or the elected and appointed officials and employees. The Town records retention schedule shall be followed when comments are removed. Questions or comments should be directed to town staff directly via email

DISCLAIMER

The materials and information contained on or obtained from this social media platform are distributed "as is" without warranties of any kind. Information contained on the Town of Weddington social media platforms, including information obtained from external links thereon, is provided without any representation of any kind as to accuracy or content and should be verified by the user. The Town of Weddington is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the social media platform and/or the materials contained on the platform whether the materials contained on the platform are provided by the Town of Weddington, or by a third party. Data contained on the platform are subject to change without notice.

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

MEMORANDUM

TO: Mayor and the Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: May 11, 2020

SUBJECT: Design Alternatives for Potter Road at Forest Lawn

The Town of Weddington in cooperation with Union County, the NCDOT, Waxhaw, Monroe, Stallings, and Unionville, has developed two alternative designs at six intersections identified through the 2019 Critical Intersection Analysis. The intersections are below:

1. NC 75 and NC 16 (Waxhaw)
2. NC 75 and Old Providence (Waxhaw)
3. Forest Lawn and Potter (Weddington)
4. Sutherland and Walkup (Monroe)
5. Lawyers and Stevens Mill (Stallings)
6. NC 200 and Old Camden (Unionville)

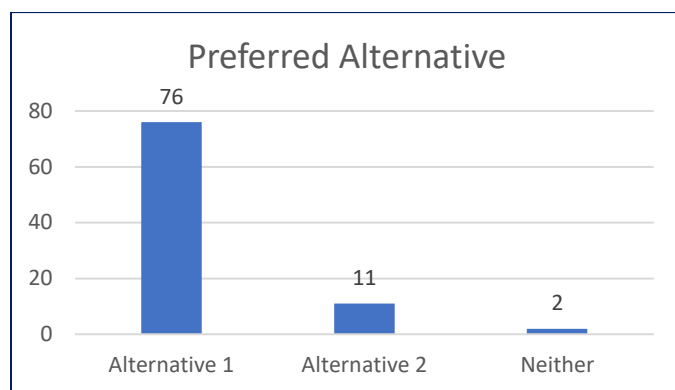
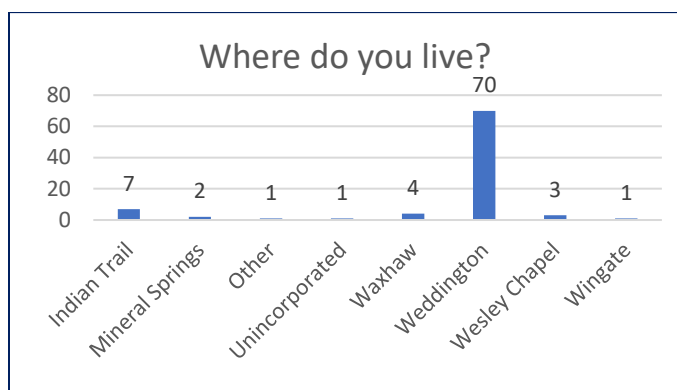
Staff will go through the two alternatives for Forest Lawn at Potter Road and provide an update of the process and public feedback to date. A link with the details can be found here:

<https://arcg.is/09r1LD>

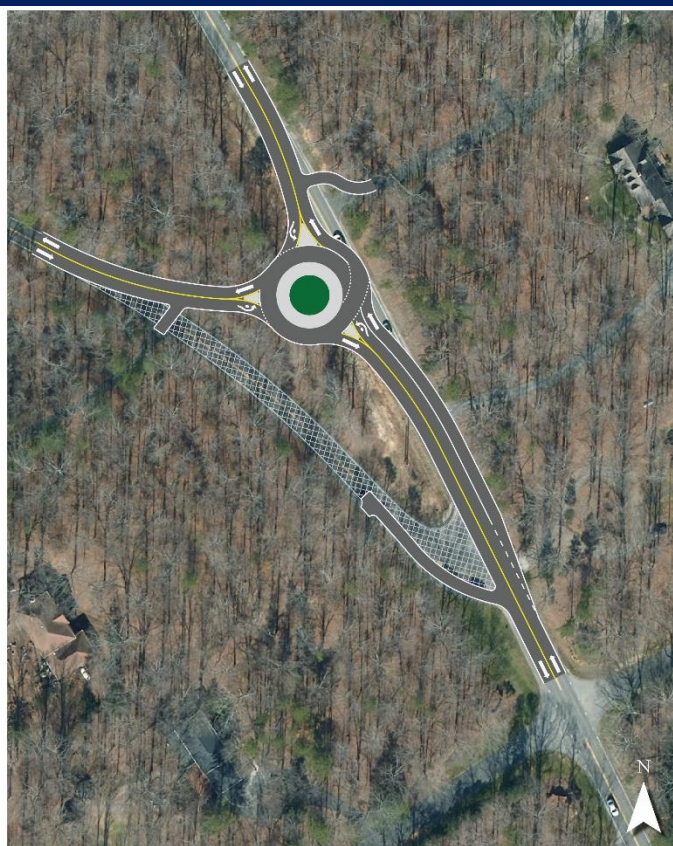
The project is scheduled for completion in June.

Staff recommends approving an alternative for the Potter Road at Forest Lawn intersection.

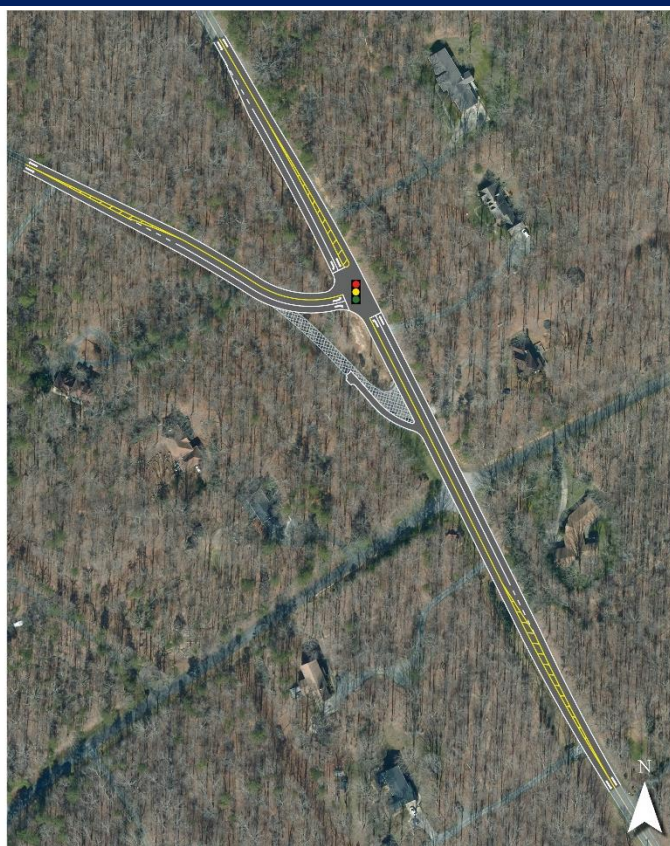
Forest Lawn Drive and Potter Road, Weddington >> 89 total responses



ALTERNATIVE 1 (ROUNDBOUT)



ALTERNATIVE 2 (SIGNALIZED INTERSECTION)



Likes	<ul style="list-style-type: none"> Improved safety Traffic calming effect Keeps traffic moving/less delay 	<ul style="list-style-type: none"> Improved safety Lower cost than Alternative 1
Dislikes	<ul style="list-style-type: none"> Cost None 	<ul style="list-style-type: none"> Additional delay Does not preserve "small town feel"
Other	<ul style="list-style-type: none"> Exiting Wellington Woods is dangerous, consider extending improvements to cover entrance 	

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FYE 6/30/2021**

Tax Rate 5.2 cents

Revenues		
Ad Valorem Taxes		\$ 1,257,250
State-Collected Revenues		855,000
Zoning and Subdivision Revenues		\$ 78,500
Other Revenues		8,500
Total Revenues		\$ 2,199,250
Expenditures		
Administrative Expenditures		\$ 523,740
Planning and Zoning Expenditures		647,460
General Government Expenditures		1,217,050
Total Expenditures		\$ 2,388,250
Total Fund Balance Appropriation		\$ 189,000

FUND BALANCE ASSIGNMENTS

Capital Projects

Town Hall -- Buildings	\$45,000
Town Hall -- Sidewalks	\$21,000
Park	\$385,000

Infrastructure

Rea Road Improvements	\$100,000
Other	\$65,000
Tilley-Morris Roundabout	\$189,000

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FY2021**

Changes in yellow	ACTUAL AS OF 4/30/20	AMENDED BUDGET FY2020	FINAL AMENDED BUDGET FY20	PROPOSED BUDGET FY21	NOTES
REVENUE:					
10-3101-110 AD VALOREM TAX - CURRENT	1,136,853.39	1,120,000.00	1,130,000.00	1,145,000.00	Increase in property values; reduced collection %
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	3,430.04	3,000.00	3,000.00	3,000.00	
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	3,092.65	2,000.00	2,000.00	2,000.00	
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	84,191.42	102,000.00	107,000.00	105,000.00	Anticipated collection % reduction
10-3115-180 TAX INTEREST	1,925.82	2,250.00	2,250.00	2,250.00	
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	275,754.08	370,000.00	335,000.00	350,000.00	\$35-\$50k reduction for est COVID impact
10-3322-220 BEER & WINE TAX	0.00	45,000.00	45,000.00	45,000.00	
10-3324-220 UTILITY FRANCHISE TAX	334,913.68	460,000.00	460,000.00	460,000.00	
10-3340-400 ZONING & PERMIT FEES	33,375.00	35,000.00	35,000.00	25,000.00	
10-3350-400 SUBDIVISION FEES	20,405.00	13,250.00	18,250.00	53,500.00	The Woods sketch plan revenue
10-3830-891 MISCELLANEOUS REVENUES	26,355.12	26,750.00	26,750.00	1,500.00	
10-3831-491 INVESTMENT INCOME	14,069.29	21,000.00	16,000.00	7,000.00	Reduction in interest rates by Federal Reserve
TOTAL REVENUE	1,934,365.49	2,200,250.00	2,180,250.00	2,199,250.00	
GENERAL GOVERNMENT EXPENDITURE:					
10-4110-126 FIRE DEPT SUBSIDIES	636,498.30	772,810.00	772,810.00	789,500.00	Estimated; fire svc to remain w/ Town
10-4110-127 FIRE DEPT CAPITAL/BLDG MAINTENANCE	108,218.00	151,000.00	151,000.00	10,000.00	
10-4110-128 POLICE PROTECTION	297,268.96	299,275.00	299,275.00	305,425.00	Includes contract increase of \$6150
10-4110-192 ATTORNEY FEES - GENERAL	45,000.00	60,000.00	60,000.00	75,000.00	Includes \$15k for UDO
10-4110-193 ATTORNEY FEES - LITIGATION	5,000.00	5,000.00	5,000.00	5,000.00	
10-4110-195 ELECTION EXPENSE	11,225.51	3,500.00	12,500.00	3,500.00	
10-4110-340 PUBLICATIONS	5,410.00	10,500.00	10,500.00	2,500.00	Newsletter to be done in-house; no contract
10-4110-341 WEDDINGTON FALL EVENT	3,500.00	0.00	3,500.00	4,100.00	Estimated net costs
10-4110-342 HOLIDAY/TREE LIGHTING	3,783.83	6,000.00	4,000.00	6,000.00	New decorations (deferred from FY20)
10-4110-343 SPRING EVENT	2,185.47	10,175.00	3,675.00	10,175.00	
10-4110-344 OTHER COMMUNITY EVENTS	650.02	1,850.00	1,850.00	1,350.00	
10-4110-495 EVENT PUBLIC SAFETY	330.00	4,000.00	2,500.00	4,500.00	Deputy/EMT costs for events
TOTAL GENERAL GOVT EXPENDITURE	1,119,070.09	1,324,110.00	1,326,610.00	1,217,050.00	
ADMINISTRATIVE EXPENDITURE:					
10-4120-121 SALARIES - CLERK	20,292.54	23,600.00	23,600.00	23,600.00	
10-4120-123 SALARIES - TAX COLLECTOR	39,758.68	52,950.00	52,950.00	52,950.00	
10-4120-124 SALARIES - FINANCE OFFICER	9,116.60	11,200.00	11,200.00	11,200.00	
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	21,000.00	25,200.00	25,200.00	25,200.00	
10-4120-181 FICA EXPENSE	6,897.37	8,700.00	8,700.00	8,700.00	
10-4120-182 EMPLOYEE RETIREMENT	9,061.20	12,125.00	12,125.00	12,500.00	
10-4120-183 EMPLOYEE INSURANCE	11,870.00	13,475.00	13,475.00	14,500.00	
10-4120-184 EMPLOYEE LIFE INSURANCE	126.00	175.00	175.00	175.00	
10-4120-185 EMPLOYEE S-T DISABILITY	120.00	175.00	175.00	200.00	
SALARY ADJUSTMENTS			0.00	5,075.00	Increase in employer retirement rate; merit
10-4120-191 AUDIT FEES	8,300.00	8,750.00	8,750.00	8,500.00	
10-4120-193 CONTRACT LABOR	9,290.00	32,750.00	49,250.00	50,100.00	Park \$36;forester \$5k;misc \$5k;banners \$4
10-4120-200 OFFICE SUPPLIES - ADMIN	5,446.03	15,000.00	20,000.00	14,000.00	
10-4120-210 PLANNING CONFERENCE	410.72	500.00	500.00	2,500.00	
10-4120-321 TELEPHONE - ADMIN	1,637.60	3,000.00	3,000.00	2,250.00	Change in provider
10-4120-325 POSTAGE - ADMIN	1,315.28	2,000.00	2,000.00	2,000.00	
10-4120-331 UTILITIES - ADMIN	4,036.34	6,000.00	6,000.00	5,040.00	Change in internet provider
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	440.00	12,000.00	7,175.00	7,500.00	
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	38,037.08	75,000.00	75,000.00	66,500.00	
10-4120-354 REPAIRS & MAINTENANCE - GROUNDS	61,980.50	90,050.00	82,550.00	118,500.00	Contract \$45k; landscaping \$15k; park \$58k
10-4120-355 REPAIRS & MAINTENANCE - PEST CONTRL	566.08	1,500.00	1,500.00	1,500.00	
10-4120-356 REPAIRS & MAINTENANCE - CUSTODIAL	2,900.00	6,000.00	6,000.00	6,250.00	
10-4120-500 CAPITAL EXPENDITURES		10,000.00	105,000.00	27,000.00	Financial software implementation costs
10-4120-370 ADVERTISING - ADMIN	783.30	1,000.00	1,000.00	1,000.00	
10-4120-397 TAX LISTING & TAX COLLECTION FEES	-1,012.75	250.00	250.00	0.00	
10-4120-400 ADMINISTRATIVE:TRAINING	3,471.38	5,000.00	5,000.00	4,500.00	
10-4120-410 ADMINISTRATIVE:TRAVEL	5,097.70	7,000.00	6,000.00	6,000.00	
10-4120-450 INSURANCE	13,399.63	14,500.00	14,500.00	14,500.00	

**TOWN OF WEDDINGTON
PROPOSED BUDGET
FY2021**

Changes in yellow					
	ACTUAL AS OF 4/30/20	AMENDED BUDGET FY2020	FINAL AMENDED BUDGET FY20	PROPOSED BUDGET FY21	NOTES
10-4120-491 DUES & SUBSCRIPTIONS	18,701.50	24,000.00	23,000.00	22,000.00	
10-4120-498 GIFTS & AWARDS	922.30	3,000.00	3,000.00	2,500.00	
10-4120-499 MISCELLANEOUS	3,219.72	8,000.00	8,000.00	7,500.00	
TOTAL ADMINISTRATIVE EXPENSE	297,184.80	472,900.00	575,075.00	523,740.00	
PLANNING & ZONING EXPENDITURE:					
10-4130-121 SALARIES - PLANNER/ADMINISTRATOR	62,983.28	75,450.00	75,450.00	75,450.00	
10-4130-122 SALARIES - ASST ZONING ADMINISTRATOR	400.00	500.00	500.00	500.00	
10-4130-123 SALARIES - ADMINISTRATIVE ASSISTANT	15,943.12	18,550.00	18,550.00	18,550.00	
10-4130-124 SALARIES - PLANNING BOARD	3,450.00	5,200.00	5,200.00	5,200.00	
10-4130-125 SALARIES - SIGN REMOVAL	4,212.18	8,500.00	8,500.00	7,500.00	
10-4130-181 FICA EXPENSE - P&Z	6,356.59	7,950.00	7,950.00	7,950.00	
10-4130-182 EMPLOYEE RETIREMENT - P&Z	12,433.29	15,390.00	15,390.00	15,750.00	
10-4130-183 EMPLOYEE INSURANCE - P&Z	14,740.00	15,925.00	17,750.00	22,000.00	
10-4130-184 EMPLOYEE LIFE INSURANCE - P&Z	196.00	250.00	250.00	250.00	
10-4130-185 EMPLOYEE S-T DISABILITY - P&Z	120.00	175.00	175.00	175.00	
SALARY ADJUSTMENTS			0.00	17,100.00	Hrs increase; Increase in employer retirement rate; merit
10-4130-193 CONSULTING	30,749.61	60,000.00	50,000.00	54,500.00	
10-4130-194 CONSULTING - COG	6,035.25	26,500.00	8,500.00	11,500.00	
10-4130-200 OFFICE SUPPLIES - PLANNING & ZONING	6,248.29	5,000.00	5,000.00	5,000.00	
10-4130-201 ZONING SPECIFIC OFFICE SUPPLIES		2,500.00	2,500.00	1,500.00	
10-4130-215 HISTORIC PRESERVATION		350.00	350.00	250.00	
10-4130-220 INFRASTRUCTURE	25,500.00	149,000.00	50,500.00	394,000.00	TilleyMorris RAB \$189; Forest Lawn \$150; Antioch \$35; Amba
10-4130-321 TELEPHONE - PLANNING & ZONING	1,637.69	3,000.00	3,000.00	2,250.00	
10-4130-325 POSTAGE - PLANNING & ZONING	1,315.31	2,000.00	2,000.00	2,000.00	
10-4130-331 UTILITIES - PLANNING & ZONING	4,117.08	6,000.00	6,000.00	5,035.00	
10-4130-370 ADVERTISING - PLANNING & ZONING	783.30	1,000.00	1,000.00	1,000.00	
TOTAL PLANNING EXPENSE	197,220.99	403,240.00	278,565.00	647,460.00	
TOTAL EXPENDITURES	1,613,475.88	2,200,250.00	2,180,250.00	2,388,250.00	
NET OPERATING REVENUES/(EXPENDITURES)	320,889.61	0.00	0.00	(189,000.00)	Amount included in assigned fund balance for T/M RAB

1 cent tax = approximately \$220,000

FUND BALANCE ASSIGNMENTS

Capital Projects	
Town Hall -- Buildings	\$45,000
Town Hall -- Sidewalks	\$21,000
Park	\$385,000
Infrastructure	
Rea Road Improvements	\$100,000
Other	\$65,000
Tilley-Morris Roundabout	\$189,000

TOWN OF WEDDINGTON
POTENTIAL NON-OPERATING REVENUES & EXPENDITURES

Changes in yellow		PROPOSED FY2021	APPROVED FY2020	APPROVED FY2019
ESTIMATED OPERATING REVENUES (reduced for estimated COVID impact)		425,875.00		
Zoning & Permit Fees		15,000.00	25,000.00	25,000.00
Subdivision Fees				
	The Woods sketch plan	38,500.00	8,250.00	
	Future unidentified	5,000.00	5,000.00	20,000.00
Driveway easement			25,000.00	
Reduce sales tax revenues due to temporary effects of COVID-19		(20,000.00)		
TOTAL ADJUSTED NET OPERATING REVENUES		464,375.00		
<u>Proposed non-operating expenditures to be funded</u>				
WCVFD	Fire service contract increase (estimated at 2.5%)	20,000.00	20,450.00	10,300.00
	Audit	4,500.00	4,500.00	4,500.00
	Building maintenance	5,000.00	151,000.00 *	25,000.00
Police	Increase in contract price	6,150.00	8,675.00	24,425.00
Public Safety	New radar trailer - \$6000-\$6500 each + software/repairs			10,000.00
Attorney	UDO FY21; litigation FY's '18 & '19	15,000.00		25,000.00
Parks & Rec	Spring Event (B30Shredding)	500.00	500.00	350.00
	Historic committee (FY20 replace historic designation sign)	250.00	350.00	1,000.00
	Tree lighting/Christmas cards & decorations	6,000.00	6,000.00	7,500.00
	Litter sweeps	1,350.00	1,350.00	250.00
	Deputies/EMTs (Food Truck Fridays/Litter Sweeps/Turkey Trot)	4,500.00	2,000.00	500.00
	Contract labor (i.e. patriotic banner installation, photographer, etc.)	4,000.00	4,000.00	2,000.00
	Food trucks	4,000.00	4,000.00	4,500.00
	Activities	6,175.00	6,175.00	
	Turkey Trot	12,100.00		
	Turkey Trot registration fees	(3,500.00)		
	Event sponsorship revenue	(5,000.00)		
	WCWAA	0.00		
Office supplies	lpads/laptops/etc (replacement upgrade)	2,500.00	1,500.00	2,500.00
	Cellphones for council/administrator		3,000.00	
	Town banners	4,000.00		
Grounds maintenance	Landscape upgrades/medians/roundabout	10,000.00	10,000.00	10,000.00
	Winter maintenance & mulching (every other year)		17,500.00	
	New property/park grading and landscaping	58,500.00	5,000.00	8,000.00
	Contract adjustments for new landscapers		17,000.00	
Building Maintenance	Matthews property (house demolition; preliminary construction phases)	2,500.00	70,000.00 *	50,000.00
	Electrical repairs			5,000.00
	Interior painting			5,000.00
	Town Hall		7,500.00	
Technology	Smartfusion Upgrade	28,500.00	90,000.00 **	
	Net savings from IT service contract	(1,425.00)		10,000.00
	Social media archiving		2,750.00	
Consulting/	Code Enforcement contract	8,000.00	8,000.00	8,000.00
Contract Labor	Code Enforcement (funds for remedies; Ambassador Ct)	3,500.00	18,500.00	3,500.00
	Planning Conference/Retreat mediator	2,000.00		
	USI Inspection (included in operating budget FY20+)			28,075.00
	Misc projects (FY20 - branding; FY19 Cardno park design/survey)	5,000.00	5,000.00	5,000.00
	Consultant (FY21/20 Park; FY19 Randall Arendt)	36,500.00	92,000.00 *	15,000.00
	Union County Road Network Stormwater Study municipality match			
	Urban Forester	4,600.00		
	Publications (if Janet's hours are increased & she assumes this)	(8,000.00)		
Salary adj	Merit/Bonus/Taxes/Benefits	7,500.00	6,726.32	6,925.80
	Retirement benefits increase due to increase in rates	3,675.00		2,690.00
	Family medical insurance			3,000.00

	Salary adjustments for increased time (FY21 Janet; FY20 sign)	11,000.00	4,500.00	
Infrastructure	Rea Road cost share reserve			50,000.00
	Cost participation for DOT projects/Ambassador Ct cost share	20,000.00	20,000.00	35,000.00
	Tilley-Morris roundabout	189,000.00	207,000.00 **	121,000.00
	Municipal participation in critical intersection funding			
	Town participation in stoplights at Antioch Church/Forest Lawn & 12 Mile	35,000.00	35,000.00	
	Stoplight at Potter & Forest Lawn	150,000.00		
	Total cost of non-operating expenditures	653,375.00		
	Net revenues over expenditures (fund balance appropriation)	(\$189,000.00)		

* Park funding postponed & reclassified to fire station repairs
** Tilley-Morris postponed & reclassified to park, software

FUND BALANCE ASSIGNMENTS

Capital Projects				
	Town Hall -- Buildings	\$45,000	\$45,000	\$45,000
	Town Hall -- Sidewalks	\$21,000	\$18,000	\$15,000
	Park	\$385,000	\$385,000	
Infrastructure				
	Rea Road Improvements	\$100,000	\$100,000	\$100,000
	Other	\$65,000	\$65,000	\$89,500
	Tilley-Morris Roundabout	\$189,000	\$113,000	

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: May 11, 2020

SUBJECT: Title VI Policy

The Town received a notice from NCDOT stating it and subrecipients and contractors must comply with Title VI and related nondiscrimination authorities. Title VI of the Civil Rights Act of 1964 (42 USC § 2000(d)), *et al* states:

No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance.

Creation of this policy was prompted by the request from NCDOT and is necessary should the Town seek federal funds through grants, loans, or other programs. In short, the federal government requires that any recipient of federal funds have these non-discrimination policies in place. Each recipient is further required to attest that subcontractors and others associated with the funds are also implementing these non-discrimination policies. Generally, Weddington will not be directly administering federal programs - that will be handled by NCDOT (roads) or the County (utility infrastructure). However, Weddington may wish at some point to seek federal grants for parks, arts, law enforcement, economic development, etc. and having this policy will be an easy box to check when the Town makes those applications. Moreover, as the beneficiary of federal funds through NCDOT (and possibly County) projects, Weddington should have this policy in place to avoid problems with payment of federal funds for those projects.

Town of Weddington



Date Adopted:
May 12, 2020

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Town of Weddington, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Town Council, have **reviewed and hereby adopt** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Town of Weddington(Town) services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964.

Signature of Authorizing Official

DATE

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

The Town of Weddington (Town) establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered by Town, and will be updated periodically to incorporate changes and additional responsibilities as they are made.

1.0 DESCRIPTION OF PROGRAMS AND SERVICES

1.1 PROGRAM(S) AND SERVICES ADMINISTERED

Town provides planning and local government support to projects within the town limits of Weddington, North Carolina.

1.2 FUNDING SOURCES / TABLES

For the purpose of federally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

1.3 DECISION-MAKING PROCESS

Town is governed by the elected Town Council. All decisions regarding Town business are made by the Town Council.

Board or Committee Name	Appointed	Elected	# of Members
Mayor and Town Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5

1.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for the Town, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Lisa Thompson
Town Administrator
1924 Weddington Road
Weddington, NC 28104

(704) 846-2709
Lthompson@townofweddington.com

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by any regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

1.5 CHANGE OF TITLE VI COORDINATOR OR TOWN ADMINISTRATOR

If Title VI Coordinator or Town Administrator changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Town Administrator.

1.6 ORGANIZATIONAL CHART

Town indicated 1 FTE employee and 5 PTE staff on the FY2020 budget documents which consist of the following departments:

- General Government (2)
- Tax (1)
- Administration/Planning (1)
- Clerk (1)
- Finance (1)

1.7 SUBRECIPIENTS

Town does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of The Town of Weddington to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the

Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Lisa Thompson, Town Administrator

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Town Administrator of the Town of Weddington and re-signed whenever a new person assumes that position.
- The signed statement will be posted in a conspicuous place in Town Hall and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- The Town of Weddington operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with the Town.
- For more information on the Town's civil rights program, and the procedures to file a complaint, contact (704) 846-2709; email ltompson@TownofWeddington.com; or visit our administrative office at 1924 Weddington Road, Weddington, NC 28104, Attention: Title VI Program Coordinator. For more information, visit www.TownofWeddington.com.
- If information is needed in another language, contact (704) 846-2709.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices.
- Ads in newspapers and other publications shall include the following: "The Town of Weddington operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on the Town of Weddington Title VI program or how to file a discrimination complaint, please contact (704) 846-2709; ltompson@TownofWeddington.com."
- The statement will be posted or provided in languages other than English, when appropriate.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. The Town of Weddington will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Employee Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Employee Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of the Town of Weddington are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Lisa Thompson at (704) 846-2709; email lthompson@townofweddington.com; or to our administrative office at 1924 Weddington Road, Weddington, NC 28104.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the Town of Weddington Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of the Town's programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, applicable employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form, if applicable.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

The Town of Weddington ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. The Town and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA

may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Town of Weddington, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by the Town of Weddington to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to Town programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.
 Complaints may be submitted to the following entities:
 - **Town of Weddington**, Attention: Title VI Program Coordinator, 1924 Weddington road, Weddington, NC 28104; (704) 846-2709
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	

Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
3. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
4. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
5. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
3. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Town of Weddington

DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with the Town of Weddington, within 180 days after the discrimination occurred.

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:		City	State	Zip
Home Telephone:	Work Telephone:	E-mail Address		

Identify the Category of Discrimination:

- ☐ RACE
 ☐ COLOR
 ☐ NATIONAL ORIGIN
 ☐ SEX
☐ CREED (RELIGION)
 ☐ DISABILITY
 ☐ LIMITED ENGLISH PROFICIENCY
 ☐ AGE

**NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.*

Identify the Race of the Complainant

- ☐ Black
 ☐ White
 ☐ Hispanic
 ☐ Asian American
☐ American Indian
 ☐ Alaskan Native
 ☐ Pacific Islander
 ☐ Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. **(Attach additional page(s), if necessary).**

The law prohibits intimidation or **retaliation** against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DISCRIMINATION COMPLAINT FORM (continued)

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ NC Department of Transportation _____
- ☐ Federal Transit Administration _____
- ☐ US Department of Transportation _____
- ☐ US Department of Justice _____
- ☐ Federal or State Court _____
- ☐ Other _____

Have you discussed the complaint with any Town representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

TOWN OF WEDDINGTON
ATTN: TITLE VI COORDINATOR
1924 Weddington Road
WEDDINGTON, NC 28104

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: ☐ NCDOT ☐ FTA Date Referred: _____

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits ☐

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against **Town of Weddington** since the previous Title VI Program submission to NCDOT.

Signature of Title VI Coordinator or Other Authorized Official

Date

Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

TEMPLATE/SAMPLE Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

III. APPLICABLE LAW/REGULATION
[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53)]

IV. COMPLAINT BASIS(ES)
[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability)]

V. ISSUES/ALLEGATIONS
[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, creed, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]

VI. BACKGROUND
[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]

VII. INVESTIGATIVE PROCEDURE
[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]

VIII. ISSUES / FINDINGS OF FACT
[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

IX. CONCLUSION
[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

X. RECOMMENDED ACTIONS
[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table QT-P3, Race and Hispanic or Latino Origin: 2010 (Town of Weddington):

Race and Ethnicity	Number	Percent
Total Population	24,390	100
White	21,525	88.3
Black or African American	1,418	5.8
American Indian or Alaska Native	73	0.3
Asian	521	2.1
Native Hawaiian and Other Pacific Islander	8	0.0
Some other Race	452	1.9
Two or More Races	393	1.6
HISPANIC OR LATINO (of any race)	1,311	5.4
Mexican	656	2.7
Puerto Rican	175	0.7
Cuban	77	0.3
Other Hispanic or Latino	403	1.7

8.2 AGE & SEX

The following table was completed using data from Census Table QT-P1, Age Groups and Sex: 2010 (Town of Weddington):

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	24,390	11,923	12,467	100%	100%	100%
Under 5 years	1,589	809	780	6.5	6.8	6.3
Under 18 years	5,630	2,842	2,788	23.1	23.8	22.4
18 to 64 years	16,267	7,941	8,326	66.7	66.6	66.8
65 years and over	2,493	1,140	1,353	10.2	9.6	10.9
Median Age	37.8	37.3	38.3			

8.3 DISABILITY

There was no data for Weddington, NC available from Census Table S1810, Disability Characteristics.

8.4 POVERTY

There was no data for Weddington, NC available from Census Table S1701, Poverty Status in the Past 12 Months.

8.5 HOUSEHOLD INCOME

There was no data for Weddington, NC available from Census Table S1901, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars).

8.6 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. A Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. Environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how the Town will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Traditional outreach methods.
- Use of social media and other resources.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations.

10.2 PUBLIC NOTIFICATION

Impacted citizens and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated throughout this document. Additional measures may be determined dependent upon program scope and impact.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained by the Title VI Coordinator.

10.4 MEETINGS AND OUTREACH

A variety of comprehensive and targeted public participation methods may be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) may include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative and educational, rather than confrontational and prescriptive.
- Media plans typically involve multiple channels of communication like mail, radio, TV, and newspaper.
- Abstract objectives will be avoided in meeting announcements.
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We may partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials may be made available in a variety of formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner's request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group's choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys may occasionally be used to obtain input from targeted groups or the general public.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT's LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: <i>The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.</i>

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population
Total (population 5 years and over):	24,370	+/-460	100%
Speak only English	22,231	+/-843	91.20%
Spanish or Spanish Creole:	862	+/-446	0.04%
Speak English "very well"	425	+/-212	0.02%
Speak English less than "very well"	437	+/-357	0.02%
Vietnamese:	288	+/-338	0.01%
Speak English "very well"	162	+/-226	N
Speak English less than "very well"	126	+/-123	N
French (incl. Patois, Cajun):	177	+/-173	N
Speak English "very well"	169	+/-171	N
Speak English less than "very well"	8	+/-13	N

No LEP groups exceeded 5% of the population.

Factor #2: The frequency with which LEP individuals come in contact with the program.

Extremely low likelihood of coming into contact with any related Town programs.

Factor #3: The nature and importance of the program, activity, or service provided by the recipient to people's lives.

The Town of Weddington (Town) is not a direct recipient of the majority of Federal funding programs.

Factor #4: The resources available to the recipient and costs.

The Town of Weddington (Town) relies on County and State assistance in providing LEP resources.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (LAP) was not required. However, reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Making a concerted effort to inform LEP persons of available language assistance via public notice.
- Providing translation and interpretive services when appropriate (upon request or predetermined)

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Training: All applicable employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation for applicable employment positions will also explain these procedures to new hires. Applicable employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed to determine if our assistance measures and staff training are working. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated periodically.

11.0 STAFF TRAINING

All applicable employees will receive basic Title VI training. Applicable new hires will receive this training within 60 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, may receive refresher training. Trainings will be provided or organized by the Title VI Coordinator and should coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 RECORD-KEEPING AND REPORTS

Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It may occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received

- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings

- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

Appendix A

Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity)

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: May 11, 2020

SUBJECT: Contract with Diversified Demolition

During the 2019 retreat Council requested staff to move forward with removing the structure at 6924 Weddington Matthews Road. Staff contacted Chief McLendon with the Wesley Chapel Volunteer Fire Department who agreed to conduct a practice burn on the home, however asbestos must be removed prior to the burn. Staff received a few similar quotes and requests to enter into contract with Diversified Demolition in an amount not to exceed \$2500 which includes the asbestos removal and the company cleaning up the site after the burn.

Staff recommends entering into contract with Diversified Demolition for an amount not to exceed \$2,500.00

**Edmunds GovTech
MCSJ Contract - Weddington, NC**

A. Introduction

This contract dated ___ of May 2020 defines the responsibilities of the Weddington, NC (client) purchasing MCSJ computer system application software and/or hardware from Edmunds GovTech (vendor). The attached Proposal for MCSJ Application Software dated 27th of March 2020 is an addendum to this contract.

B. Vendor Responsibilities and Mutual Promises and Covenants

Whereas, Edmunds GovTech is responsible for providing all hardware, system software, and MCSJ application software on the attached proposal, and

Unless otherwise noted training of MCSJ application software and installation of system software and hardware is the responsibility of the vendor, and

Whereas, Edmunds GovTech is committed to providing the client with the highest level of support that is needed to ensure a successful installation.

Now therefore, in consideration of the mutual promises and covenants, the parties hereto agree that the client shall pay Edmunds GovTech, an amount as set forth herein, for services set forth in this document and in the vendor's response to the RFP (or attached proposal), all of which are hereby incorporated into and made part of this Contract. In addition, the parties hereto agree as follows:

C. Client Responsibilities

The client is expected to maintain the training schedule that is agreed upon and strict adherence to this schedule and performance of the tasks assigned to the client will greatly assist in the implementation of the client's new software application system.

The client's staff must dedicate adequate time and their undivided attention during training and completion of required tasks between sessions.

D. Confidentiality

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain Confidential/Personal Information of the other party. The duty to protect any such Information shall survive the termination of this Agreement. The Recipient of any such Information shall use the same level of care to protect the Information of the Discloser that Recipient takes to protect its own confidential information.

Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient may only use the Information disclosed by the Discloser as necessary to perform its obligations under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Information facilitated by Recipient's breach of these confidentiality obligations.

E. Hardware

All hardware provided by the vendor will either meet or exceed the specifications listed on the latest proposal, and unless noted otherwise, the manufacturer's product listed on the proposal will be that provided by the vendor.

Now therefore, no responsibility is assumed for hardware not purchased from Edmunds GovTech, and the original manufacturer warrants all hardware proposed for one year.

F. Third Party Software

Whereas, all third-party software purchased by the client is covered by the original manufacturer's warranty and is bound by the stated license agreement, and the vendor assumes no responsibilities for these products.

Now therefore, support for these products is solely from the original software manufacturer and not from the vendor and this includes off the shelf software products such as MS Office, Lotus, and the like.

G. MCSJ Application Software

Whereas, all Edmunds GovTech MCSJ application software is covered by a one-year warranty that includes any upgrades or modifications made to the application software during this time period, and client is licensed to use each MCSJ application software module purchased from the vendor at one site and may copy the software for backup purposes only.

The client's MCSJ application software license is renewed on an annual basis by payment of a software support and license fee.

Now therefore, MCSJ software end user documentation is for the client's use only and may not be distributed outside of the client's site.

H. Support Agreements and Fees

Whereas, vendor provides annual support and licensing agreements for both MCSJ application software and any hardware or system software provided by us.

Edmunds & Associates breaks down support into two areas; MCSJ application software and hardware and/or system software. The application software support and licensing are mandatory to continue the use of the vendors MCSJ application systems.

The hardware and system software maintenance agreement are strongly recommended but is not mandatory to receive service on these items. If a hardware agreement has not been executed, the client will be billed on a time and materials basis.

I. Payment Terms and Costs

Payment I	Due upon execution the of contract	\$105,355.00
Payment II	Due 60 days after the effective date	\$19,912.50
Payment III	Due upon the earlier of project acceptance or first production use	\$19,912.50

Any one-time License Fees: 100% will be due upon execution of the contract (Effective Date) the customer has the rights to use the software as long as it maintains an active customer support agreement in good standing.

Any one-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Any one-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Any annual Support Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

Any annual Hosting Services Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

*There are no travel expenses provided for in this agreement. Any travel or associated expenses required for this project will be approved by client prior to booking and expenses will be submitted for reimbursement as incurred.

The term of the support agreement is 36 months commencing upon 90 days after the Effective

Date All invoices are payable with Net 30 terms.

J. Conversion of Existing Data

Whereas, if Edmunds GovTech agrees to convert some or all of the clients existing data, the cost and detail of this project will be on the attached proposal. Any increase of conversion scope will be an additional cost and will not proceed without client acceptance and approval.

It is the client's responsibility to get the data in a format acceptable to the vendor. If a third party is used to assist in the conversion, and for any reason the third party does not perform, is laggard in performing this task, or performs in error, Edmunds GovTech is not liable or susceptible to any damages and reconciliation of converted data is solely the responsibility of the client.

K. Software License

Whereas, Edmunds GovTech hereby grants to Client a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software accessed or obtained by Client hereunder solely in accordance with the applicable Request for Proposal and for no other purposes.

Now therefore, client shall not, and shall not permit End Users to (a) distribute, sell, assign, transfer, or sublicense the software, or any part thereof, to any Third Party; adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the software or any part thereof; (c) copy the software, in whole or in part, without including appropriate copyright notices; (d) except for providing electronic banking services to Client's customers, use the software in any manner to provide service bureau, time sharing, or other computer services to Third Parties; (e) export the software outside the United States, either directly or indirectly.

L. Merchant Service Provider

Edmunds GovTech does not support any 3rd party merchant service provider payment services or interfaces other than MCSJ WIPP (Web Inquiry/Payment Portal) which is fully integrated. Any 3rd party integration, reconciliation, support or technical services will be billable at \$225 per hour.

M. Acceptance

In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written above.

EDMUNDS GOVTECH

By: _____

Name: Eric Snyder

Title: CRO

Date: _____

Weddington, NC

By: _____

Name: _____

Title: _____

Date: _____



**Edmunds GovTech
Cloud Hosting Agreement - Weddington, NC**

The purpose of this Agreement is to provide a long-term contract arrangement under which Edmunds GovTech will provide exclusive MCSJ Hosting services on behalf of the Weddington, NC.

TERMS

Subject to the terms and conditions of this Agreement and the MCSJ Software License Agreement, Edmunds GovTech will provide MCSJ Hosting services for an initial 3-year contractual term of service. (“term”) Service shall begin upon installation on a mutually agreed upon date.

This Agreement will automatically renew for successive three (3) year terms. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Client’s account.

ANNUAL COST AND PAYMENT TERMS

Payments are due annually as per the schedule below:

Hosting Fees	Annual Hosting Fees
Year 1 Hosting Fees - Level I (Under 10 concurrent users)	\$4,800.00
Year 2 - Hosting Fees - Level I	\$3,750.00
Year 3 - Hosting Fees - Level I	\$3,950.00

- Does NOT include database engine; Pervasive or MSSQL
- AWS Relational Database Services is utilized for MCSJ in the cloud
- Includes scheduled redundant back ups

PAYMENT

Vendor may at its sole discretion suspend client’s right to use any product or services if payment is in arrears for more than 30 days.

PROPRIETARY INFORMATION

Proprietary information exchanged hereunder shall be treated as such by Vendor and Client. This information shall include, but not be limited to, product and services information. Client further agrees to not decompose, disassemble, decode or reverse engineer any Edmunds GovTech program, code or technology delivered to Client or any portion thereof.

WARRANTIES

Edmunds GovTech makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Edmunds GovTech also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Edmunds GovTech is at Client's own risk, and Edmunds GovTech specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Client acknowledges that Vendor does not control the transfer of data over the internet and that service may be subject to limitations, delays and other problems inherent in the use of such communication facilities. Vendor is not responsible for any delays, delivery failures or other damage resulting from such problems.

Connection speed represents the speed of an end-to-end connection. Edmunds GovTech does not represent guarantees of speed or availability of end-to-end connections. Edmunds GovTech expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Edmunds GovTech specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Hosting Services provided will be performed with the highest standards of the vendor's industry providing greater than 99% up time. Client shall be solely responsible for properly configuring and operating its hardware and internet connections to permit access to and use of the Hosted Services.

CLIENT DATA AND OWNERSHIP

Client shall remain the sole and exclusive owner of its data. Vendor will not release any data or records unless compelled by a court or agency with jurisdiction. Client acknowledges that Vendor has no delivery obligation of the MCSJ programs to you as part of the Hosted Services. Vendor retains all ownership and intellectual property rights to the services and MCSJ programs.

TERMINATION

Edmunds GovTech may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Edmunds GovTech of said failure, 2) upon mutual agreement in writing of Edmunds GovTech and Client.

INDEMNIFICATION

Client shall indemnify and hold Edmunds GovTech harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Edmunds GovTech directly or indirectly arising from or in connection with any breach of this Agreement by Client.

GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of NJ. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

ACCEPTANCE

In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written below.

EDMUNDS GOVTECH

By: _____

Name: Eric Snyder

Title: CRO

Date: _____

Weddington, NC

By: _____

Name: _____

Title: _____

Date: _____



Proposal Presented to:

Weddington, NC

3/27/2020

Expires: 7/25/2020

Kara Matthews, Regional Account Executive

KaraM@EdmundsGovTech.com

301 Tilton Road | Northfield, NJ 08225

Phone: 888.336.6999

www.EdmundsGovTech.com

Investment Summary	Fees/Costs	
Software License Fees	\$45,300.00	
Implementation Services	\$48,150.00	
Hosting Service Fees	\$4,800.00	
Annual Maintenance Fees	\$15,430.00	
Data Conversion Fees	\$31,500.00	
Total Proposed Year 1 Cost:		\$145,180.00

Payment Terms

- Any one-time License Fee: 100% will be due upon execution of the contract (Effective Date) The customer has the rights to use the software as long as it maintains an active customer support agreement in good standing.
- Any one-Time Implementation Fee: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date. The remaining 25% will be invoiced upon the earlier of project acceptance or first production use.
- Annual Support Fee: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually 60 days prior to the anniversary of the term date.
 - The term of the support agreement is 36 months commencing upon 90 days after the Effective Date
- All invoices are payable with Net 30 terms.

Please forward all Purchase Orders to:

Edmunds GovTech
c/o Melanie Rowan
301 Tilton Road | Northfield, NJ 08225
P: 888.336.6999 | F: 609.645.3111
Email: MelanieR@EdmundsGovTech.com
www.EdmundsGovTech.com

Software License	One-Time Fees
Finance Super Suite I	\$11,250.00
Payroll I	\$7,875.00
Real Property Tax Billing I	\$7,500.00
WIPP Tax (Online Inquiry and Payments)	\$900.00
WIPP Virtual Terminal (Integrated Credit Card Processing)	\$0.00
Accounts Receivable & Business Licensing I	\$3,375.00
WIPP AR (Online Inquiry and Payments)	\$900.00
WIPP Virtual Terminal (Integrated Credit Card Processing)	\$0.00
Permitting & Code Enforcement I	\$7,875.00
Permitting Self-Service I	\$5,625.00
Sub Total:	\$45,300.00

With an Edmunds GovTech solution, a true Windows application with a graphical user interface is delivered. All applications are ODBC compliant and utilize a SQL database which allows for seamless integration with products such as MS Excel™, MS Word™ and many GIS packages, to name a few.

Smart Phone Apps – All applicable Smart Phone Apps are included with the associated mcsj module at no additional cost.

Security - The software features a single sign-on approach that allows for user-based security. This provides access to modules based on the employee's security profile. The security is module and task specific.

Integration - All modules are fully integrated. A single source of entry minimizes data entry errors and streamlines organizational processes. The system dynamically posts all related entries to the appropriate modules.

Reporting - Along with standard system reports, customized reporting is also provided. Through built-in custom reporting tools, users can create and save personalized reports that can be exported directly into MS Excel™. Reporting flexibility allows users to create unlimited custom reports that are accessible at any time.

PDF Forms - All required forms can be generated within the application. This reduces the need to have pre-printed forms, such as pre-printed checks or utility bills. Create customized letters by merging in any field from the system. Letters can be created, printed, and documented in the corresponding record.

Attachments - The ability to attach any type of file to records, accounts, and employees along with scanning images directly into the software is provided. There is no limitation with the amount or size of those items you wish to attach.

Implementation Services	One-Time Fees
Standard AR/Business Licensing Implementation I	\$3,150.00
Standard Finance Implementation I	\$11,100.00
Standard Personnel Implementation I	\$12,300.00
Standard Tax Implementation I	\$10,500.00
Standard Permitting Implementation I	\$11,100.00
Sub Total:	\$48,150.00

Implementation & Project Management

Edmunds GovTech has a goal to make the transition from a legacy system as painless as possible. Project management includes planning, monitoring, and reporting of progress to ensure the success of the software implementation. The Client's Project manager and an Edmunds GovTech Project Manager will work in concert to identify the scope of the project, estimate the work involved, and create a project schedule with appropriate resources. The project plan is then developed to describe the tasks that will lead to a successful implementation. The project is carefully planned, implemented, monitored and controlled. Problem resolution, risk management, opportunity management, change management, software configuration management, and data management are included, identified, and documented throughout the project. Project Managers and Training and Implementation employees have been involved in hundreds of similar successful projects.

Hosting Fees	Annual Fees
Year 1 Hosting Fees - Level I (Under 10 concurrent users)	\$4,800.00
The future year's cost for hosting services are:	
Year 2 - Hosting Fees - Level I	\$3,750.00
Year 3 - Hosting Fees - Level I	\$3,950.00
Sub Total:	\$4,800.00

Hosting

The fees proposed represent the first year's cost for hosting services. Each additional year is defined in the contract. There is a three (3) year minimum contract for hosting services. The hosting fees are in an addition to the application license fees and annual maintenance costs as represented in this proposal (see page 2, "Proposal Summary"). MCSJ hosted solutions include a redundant backup to multiple locations.

Annual Maintenance Fees	Annual Fees
Finance Super Suite I	\$3,410.00
Payroll I	\$2,390.00
Real Property Tax Billing I	\$2,275.00
WIPP Tax (Online Inquiry and Payments)	\$1,240.00
Accounts Receivable & Business Licensing I	\$975.00
WIPP AR (Online Inquiry and Payments)	\$1,240.00
Permitting & Code Enforcement I	\$2,275.00
Permitting Self-Service I	\$1,625.00
Sub Total:	\$15,430.00

Edmunds GovTech has a dedicated support team that is available Monday through Friday, 8am to 5pm.

The training of the support team builds an understanding of the processes required to run local and county government as well as authorities. The technical support team continuously receives outstanding evaluations from our current customer base; therefore, the client retention rate is 98%. Success is measured by tracking our response time to customer issue. We closely monitor our performance adding additional staff when needed.

Edmunds GovTech provides the most comprehensive support and maintenance program in our industry and it contains many unique features no competitor can match. Our annual software support includes under 2-hour call response, free application upgrades and enhancements, customer support portal, educational webinars and seminars, and user group membership and conferences.

Data Conversion Services	One-Time Fees
Finance - Chart of Accounts	\$0.00
Finance - Vendor Master File	\$0.00
Finance - COA Transaction Summary Balances	\$7,500.00
Tax - Transaction History - Detail	\$12,000.00
Tax - Real Property Master File	\$4,500.00
Accounts Receivable - Customer Master File	\$5,000.00
Permitting - Contractor Master File	\$2,500.00
Sub Total	\$31,500.00

See Appendix A for detailed data conversion information.

Optional Hardware	Quantity	Unit Price	Cost
Motorola Bar Code Scanner	1	\$480.00	\$480.00
Credit Card Swipe Device	1	\$125.00	\$125.00
Cash Drawer	1	\$300.00	\$300.00
Epson Receipt / Validator	1	\$775.00	\$775.00
Sub Total			\$1,680.00

Edmunds GovTech is a reseller of the hardware components listed, the cost of these items are **NOT** included in the proposal total. ***Please include the quantity of each item desired with the cost on the purchase order to ensure accurate purchasing.***

Proposal Notes:

Here is the quote you requested.

Appendix A

Data Conversion Scope

Finance - Chart of Accounts

What is included?	What is not included?
Includes account number, account types: Asset, Liability, Fund Balance, Revenue & Expenditure. Checking account master information, class IDs and class descriptions. Segment & Fund definitions	Does not include financial history or historical information (see COA Transaction History Summary line item below)

Finance - Vendor Master File

What is included?	What is not included?
Includes all applicable vendor demographic information: PO Address, Check Address, AP 1099 Address, Notes, Taxid/SS#, contract number, customer account number, brc # (in NJ), E-Verify Info, State Contract#.	Does not include vendor AP check history, vendor 1099 AP check history, or attachments.

Finance - COA Transaction History (Detail)

What is included?	What is not included?
Includes transaction detail for 3 years + current. Specifically, this includes budgets, balances, GL transactions, ap vendor check history, open purchase orders, paid purchase orders/ap vouchers/ap invoices, commodity codes, projects/tracking ids, class ids	Does not include attachments, requisitions, or contracts via contracts module

Finance - COA Transaction History (Summary)

What is included?	What is not included?
Includes 3 years + current year of summary financial information. This includes: budgets, year to date summary activity, unexpended balances, un-realized balances, open and ending trial balances.	Does not include detail transactions such as GL transactions, Vendor AP Check History, Open/Closed Purchase Orders, AP Invoices, AP Vouchers, Department Requisitions, or Attachments.

Finance – Fixed Assets

What is included?	What is not included?
Includes Capital, Non Capital, Construction in Progress assets, GASB class groupings, depreciation amounts, book value, removals, and fixed asset components where applicable	In some cases clients request that removals be omitted from the conversion

Escrow - Developer Master File

What is included?	What is not included?
Includes all developer demographic information	Does not include transactional history relating to developer demographic information

Escrow - Project Master File

What is included?	What is not included?
Includes escrow project, parcel/BLQ, developer, and balances	Does not include disbursement or cash receipt history.

Payroll – Employee Master File

What is included?	What is not included?
Includes all employee's demographic information including salary, pension, deductions, employee benefits, health benefits, tax status, direct deposit information and leave time balances.	Does not include detailed leave time transactions, attachments or salary history.

Payroll – Employee Pay History

What is included?	What is not included?
Includes employee payroll check history for the current payroll year. Wages, Taxes, earnings, deductions, and employer benefit information included.	Does not include attachments.

Tax – Real Property Master File

What is included?	What is not included?
Includes real property tax customer demographic information for owners and tenants, assessments, billing cycles, location/parcel information, direct withdrawal and notes.	Does not include occupational tax, business tax receipts or attachments.

Tax – Transaction History (Detail)

What is included?	What is not included?
Includes transaction history for billings, payments, penalties and interest for the current year + 3 years prior.	Does not include attachments.

Accounts Receivable - Customer Master File

What is included?	What is not included?
Includes customer demographic information and notes.	Does not include attachments.

Accounts Receivable - Open Invoices

What is included?	What is not included?
Includes open miscellaneous billing invoices	Does not include attachments.

Accounts Receivable – Prior Year Invoices

What is included?	What is not included?
Includes occupational tax, business tax receipts and business license records for 1 year and business customer records	Does not include billing, payment history, or attachments.

Utility – Master File

What is included?	What is not included?
Includes utility customer demographic information for owners and tenants, rate codes, billing cycles, meters, service, location/parcel information, direct withdrawal, guarantor, employer, co-applicant, and notes	Does not include attachments, work orders, or parcel import file.

Utility – Transaction History (Detail)

What is included?	What is not included?
Includes 3 years + current history for meter readings, billings and payments, deposits, and penalty/interest	Does not include attachments, work orders, or parcel import file.

Animal Licensing – Animal Maintenance

What is included?	What is not included?
Includes animals, breeds and demographic information	Does not include animal license history or attachments.

Animal Licensing – License Maintenance

What is included?	What is not included?
Includes animal license history for the current year + 1 year prior	Does not include detailed cash receipts, billing information, or attachments.

Animal Licensing – Owner Maintenance

What is included?	What is not included?
Includes owner demographic information.	Does not include owner history, payment history or attachments.

Permitting – Parcel Master File

What is included?	What is not included?
Includes customer demographic information for owners and tenants and location/parcel information.	Does not include owner history or attachments.

Permitting – Contractor Master File

What is included?	What is not included?
Includes contractor demographic information, state license #, trade information, etc.	Does not include contract license history or attachments.

Permitting – Open Permits/Violations

What is included?	What is not included?
Includes all open permits and open violations.	Does not include closed permits, closed violations or attachments.

Work Orders – Open Orders

What is included?	What is not included?
Includes all open work orders	Does not include closed work orders, work order history, or attachments.

Fleet – Master File

What is included?	What is not included?
Includes general fleet information.	Does not include fixed asset record, work order history, usage/assignment history or attachments.

Inventory – Item Master File

What is included?	What is not included?
Includes general inventory information – quantity by location, departments, costing and notes.	Does not include transactional data or attachments.

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

MEMORANDUM

TO: Mayor and Town Council

FROM: Lisa Thompson, Town Administrator/Planner

DATE: May 11, 2020

SUBJECT: BUILD Grant Resolution

In January 2020, the US Department of Transportation announced a solicitation for capital and planning projects for one (1) billion dollars in discretionary funding. This BUILD program was previously called the TIGER program and was started in 2009 as part of the economic investments stimulus package.

The Town of Indian Trail contacted Union County with a proposal for a county-wide stormwater study of the interaction of storm drainage and the road network, particularly its impact on drainage capacity. Union County would then serve as the project manager for the study. The intent is to identify a series of specific bridge, culvert, or roadbed modifications to reduce the frequency and duration of road closures due to flooding from stormwater. A secondary benefit of the study would be a series of regulatory recommendations for the municipalities and counties to implement to reduce peak runoff volumes from new developments.

Union County has consulted with the 14 municipalities, Union County Emergency Management, Union County's stormwater engineer, as well as Lancaster County, South Carolina. Ten of the 14 municipalities said they would like to participate in a study, with most willing to assist with local match. Union County's emergency management and stormwater staff likewise said the study would deliver value. The NCDOT also agreed that it would be able to use such analysis to guide the project selection process for future bridge replacements and other maintenance projects. Lancaster County was contacted due to the western flow of stormwater to the Catawba River resulting in increased impacts to them. They agreed with the value of this study and are willing to participate. The panhandle portion of the county would be included in the study area.

The estimated cost for the 18-month study is \$750,000, with 20 percent local match required. The cost will be refined through work with a stormwater consulting firm, who will assist in developing the proposed process, timeframe, and budget. The estimated Union county portion of the local match would be \$65,000, with funds not required until FY 22. The application is due by May 18, with award notices made in fall 2020.

The municipal match for Weddington is \$9,000.00. Staff is looking to commit funds for the grant, tentatively used in FY 22 and 23 and approve a resolution of support.

**RESOLUTION BY THE TOWN OF WEDDINGTON
IN SUPPORT FOR A BETTER UTILIZING INVESTMENTS TO LEVERAGE
DEVELOPMENT (BUILD) GRANT APPLICATION
R-2020-03**

WHEREAS, the US Department of Transportation is soliciting grant applications for transportation investments through its BUILD program; and

WHEREAS, Union County is one of the fastest growing counties in North Carolina and projected to grow by nearly 50,000 people per decade through 2050; and

WHEREAS, Union County regularly experiences road closures and damage due to flooding and other storm events; and

WHEREAS, these road closures impact safety, economic activity, and overall quality of life; and

WHEREAS, stormwater issues do not respect political boundaries, and are best addressed in a cooperative manner; and

WHEREAS, Union County has coordinated with 10 municipalities, two counties, and two state departments of transportation to lead a study to analyze stormwater and transportation issues in a multi-disciplinary and holistic manner, called “Building a Resilient Carolinas.”

NOW, THEREFORE BE IT RESOLVED that the Town of Weddington Town Council does hereby adopt this resolution supporting an application for a BUILD grant to study and identify improvements to the transportation and stormwater systems to reduce stormwater impacts on a study area of approximately 300,000 people across two states.

Adopted on 11 May 2020

Elizabeth Callis, Mayor

ATTEST:

Karen Dewey, Town Clerk

WEDDINGTON CODE ENFORCEMENT REPORT

April, 2020

1. 4005 Ambassador Ct., Inez B. McRae Trust
 - 1/31/19---Deterioration continues, building vacant and closed.
 - 4/30/20----Deterioration continues, building vacant and closed.
2. 416 Gatewood Ln.
 - 8/31/19—Camper has been removed.
 - 9/30/19—Vehicles have been placarded as junk vehicles.
 - 10/31/19—Owner to remove vehicles by 12/31/19
 - 4/30/20---Vehicles still not removed.
3. 2500 Greenbrook Parkway
 - 12/31/19---Pallets and junk on driveway in front of garage. Will contact owner to have it removed.
 - 1/31/20---Owner removed items piled in driveway at garaged.
 - 2/29/20---Items piled in driveway have been removed.
 - 4/30/20---Monitoring.
4. 150 Amanda Dr., Ritter Grading
 - 8/31/10—Office trailer and Pods removed.
 - 9/30/19—Some parking on vacant lot still on going. Still working on this one.
 - 10/31/19—Adjoining lot cleared of grading equipment.
 - 3/31/2-----Dozer and pontoon boat parked on adjacent vacant lot
 - 4/30/20----Dozer and pontoon boat parked on adjacent lot.
5. 7024 Stirrup Ct.
 - 7/31/19----Construction debris and weeds overgrown on site of house under construction. Gave owner 5 days to clean up (on 7/29/19) .
 - Home still under construction; old concrete pipe and some weeds along road ditch to be cleared/removed.
 - 9/30/19—monitoring.
 - 10/31/19—still needs to remove old culvert/pipe from front near road ditch
 - 2/29/20----Grading and drainage may be issue. To be checked by Town's Drainage/erosion control person.
 - 4/30/20----trees, bushes pushed up into pile at rear of property; notice to be sent owner to remove this debris
6. 1011 Heritage Acres

- Notice of Violation & Citation issued for illegal customary home occupation 10/7/19.
 - Owner has refused to allow inspection of property. No visible violation from exterior.
 - 2/29/20----Monitoring.
7. Hwy 84 @Twelve Mile Creek
- Yellow rental house, furniture, barrels, wheel barrows and other items in yard; mattresses and carpet on front porch.
 - 2/29/20---Owner has evicted tenant. Owner has been instructed to remove items left in yard and on porch of house.
 - 3/31/20----Owner has evicted tenant; will clean up debris left in yard and on porches by former tenant.
 - 4/30/20---Property owner has removed debris from porch and yard.
8. 3343 Ironwood Dr.
- 3/31/20---Owner has been ordered to remove vehicle from R/W.
 - 4/30/20---Vehicle still parked in R/W.
9. 3232 Michelle Dr.
- 3/31/20----property owner has been instructed to discontinue parking multiple commercial vehicles at his residence.
 - 4/30/20----vehicles (vans) still being parked at this residential property.
10. 3849 Beulah Church Rd.
- 3/31/20----couch at street---removed.
11. 1210 Flint Ct.
- 3/31/20----garage enclosure w/out permit. Owner sent notice to obtain necessary permits.
 - 4/30/20----Notice of violation & citation sent to owner.
12. 210 Hidden Haven Trail
- Commercial equipment on property—still checking on this one.

TOWN OF WEDDINGTON
BALANCE SHEET

FY 2019-2020

PERIOD ENDING: 04/30/2020

10

ASSETS

ASSETS

10-1120-000	TRINITY CHECKING ACCOUNT	1,946,718.97
10-1120-001	TRINITY MONEY MARKET	1,139,811.13
10-1170-000	NC CASH MGMT TRUST	557,951.43
10-1211-001	A/R PROPERTY TAX	19,265.68
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	4,302.66
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	6,358.96
10-1232-000	SALES TAX RECEIVABLE	2,924.50
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,356,559.00
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	10,895.00
10-1610-003	FIXED ASSETS - EQUIPMENT	18,445.58
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.00
10-1610-005	FIXED ASSETS - COMPUTERS	30,442.52
10-1610-006	FIXED ASSETS - COMPUTER SOFTWARE	58,044.00
TOTAL ASSETS		<u>6,178,570.43</u>

LIABILITIES & EQUITY

LIABILITIES

10-2120-000	BOND DEPOSIT PAYABLE	75,002.25
10-2620-000	DEFERRED REVENUE - DELQ TAXES	4,302.66
10-2625-000	DEFERRED REVENUE - CURR YR TAX	19,265.68
10-2630-000	DEFERRED REVENUE-NEXT 8	6,358.96
TOTAL LIABILITIES		<u>104,929.55</u>

EQUITY

10-2620-001	FUND BALANCE - UNASSIGNED	2,525,514.17
10-2620-003	FUND BALANCE-ASSIGNED	726,000.00
10-2620-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,501,237.10
CURRENT FUND BALANCE - YTD NET REV		320,889.61
TOTAL EQUITY		<u>6,073,640.88</u>
TOTAL LIABILITIES & FUND EQUITY		<u>6,178,570.43</u>

REVENUE:

10-3101-110	AD VALOREM TAX -	6,399.85	1,136,853.39	1,130,000.00	-1
10-3102-110	AD VALOREM TAX - 1ST	0.00	3,430.04	3,000.00	-14
10-3103-110	AD VALOREM TAX - NEXT 8	-12.54	3,092.65	2,000.00	-55
10-3110-121	AD VALOREM TAX -	8,374.64	84,191.42	107,000.00	21
10-3115-180	TAX INTEREST	201.73	1,925.82	2,250.00	14
10-3231-220	LOCAL OPTION SALES TAX	31,159.04	275,754.08	335,000.00	18
10-3322-220	BEER & WINE TAX	0.00	0.00	45,000.00	100
10-3324-220	UTILITY FRANCHISE TAX	0.00	334,913.68	460,000.00	27
10-3340-400	ZONING & PERMIT FEES	2,885.00	33,375.00	35,000.00	5
10-3350-400	SUBDIVISION FEES	0.00	20,405.00	18,250.00	-12
10-3830-891	MISCELLANEOUS REVENUES	0.00	26,355.12	26,750.00	1
10-3831-491	INVESTMENT INCOME	0.00	14,069.29	16,000.00	12
TOTAL REVENUE		<u>49,007.72</u>	<u>1,934,365.49</u>	<u>2,180,250.00</u>	<u>11</u>

AFTER TRANSFERS

<u>49,007.72</u>	<u>1,934,365.49</u>	<u>2,180,250.00</u>
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4110 GENERAL GOVERNMENT

EXPENDITURE:

10-4110-126	FIRE DEPT SUBSIDIES	63,649.83	636,498.30	772,810.00	18
10-4110-127	FIRE DEPARTMENT	18,328.00	108,218.00	151,000.00	28
10-4110-128	POLICE PROTECTION	74,317.24	297,268.96	299,275.00	1
10-4110-192	ATTORNEY FEES - GENERAL	5,000.00	45,000.00	60,000.00	25
10-4110-193	ATTORNEY FEES -	0.00	5,000.00	5,000.00	0
10-4110-195	ELECTION EXPENSE	0.00	11,225.51	12,500.00	10
10-4110-340	PUBLICATIONS	875.00	5,410.00	10,500.00	48
10-4110-341	WEDDINGTON FALL EVENT	0.00	3,500.00	3,500.00	0
10-4110-342	HOLIDAY/TREE LIGHTING	0.00	3,783.83	4,000.00	5
10-4110-343	SPRING EVENT	0.00	2,185.47	3,675.00	41
10-4110-344	OTHER COMMUNITY EVENTS	0.00	650.02	1,850.00	65
10-4110-495	COMMITTEE & OUTSIDE	0.00	330.00	2,500.00	87
TOTAL EXPENDITURE		<u>162,170.07</u>	<u>1,119,070.09</u>	<u>1,326,610.00</u>	<u>16</u>

BEFORE TRANSFERS

<u>-162,170.07</u>	<u>-1,119,070.09</u>	<u>-1,326,610.00</u>
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AFTER TRANSFERS

<u>-162,170.07</u>	<u>-1,119,070.09</u>	<u>-1,326,610.00</u>
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4120 ADMINISTRATIVE

EXPENDITURE:

10-4120-121	SALARIES - CLERK	2,005.20	20,292.54	23,600.00	14
10-4120-123	SALARIES - TAX COLLECTOR	4,088.07	39,758.68	52,950.00	25
10-4120-124	SALARIES - FINANCE OFFICER	917.18	9,116.60	11,200.00	19
10-4120-125	SALARIES - MAYOR &	2,100.00	21,000.00	25,200.00	17
10-4120-181	FICA EXPENSE	696.88	6,897.37	8,700.00	21
10-4120-182	EMPLOYEE RETIREMENT	938.02	9,061.20	12,125.00	25

10-4120-183	EMPLOYEE INSURANCE	1,187.00	11,870.00	13,475.00	12
10-4120-184	EMPLOYEE LIFE INSURANCE	12.60	126.00	175.00	28
10-4120-185	EMPLOYEE S-T DISABILITY	12.00	120.00	175.00	31
10-4120-191	AUDIT FEES	0.00	8,300.00	8,750.00	5
10-4120-193	CONTRACT LABOR	0.00	9,290.00	49,250.00	81
10-4120-200	OFFICE SUPPLIES - ADMIN	67.54	5,446.03	20,000.00	73
10-4120-210	PLANNING CONFERENCE	0.00	410.72	500.00	18
10-4120-321	TELEPHONE - ADMIN	95.02	1,637.60	3,000.00	45
10-4120-325	POSTAGE - ADMIN	0.00	1,315.28	2,000.00	34
10-4120-331	UTILITIES - ADMIN	425.71	4,036.34	6,000.00	33
10-4120-351	REPAIRS & MAINTENANCE -	0.00	440.00	7,175.00	94
10-4120-352	REPAIRS & MAINTENANCE	4,390.40	38,037.08	75,000.00	49
10-4120-354	REPAIRS & MAINTENANCE	3,750.00	61,980.50	82,550.00	25
10-4120-355	REPAIRS & MAINTENANCE	0.00	566.08	1,500.00	62
10-4120-356	REPAIRS & MAINTENANCE	0.00	2,900.00	6,000.00	52
10-4120-370	ADVERTISING - ADMIN	40.00	783.30	1,000.00	22
10-4120-397	TAX LISTING & TAX	-39.60	-1,012.75	250.00	505
10-4120-400	ADMINISTRATIVE:TRAINING	125.00	3,471.38	5,000.00	31
10-4120-410	ADMINISTRATIVE:TRAVEL	265.65	5,097.70	6,000.00	15
10-4120-450	INSURANCE	0.00	13,399.63	14,500.00	8
10-4120-491	DUES & SUBSCRIPTIONS	0.00	18,701.50	23,000.00	19
10-4120-498	GIFTS & AWARDS	168.65	922.30	3,000.00	69
10-4120-499	MISCELLANEOUS	0.00	3,219.72	8,000.00	60
10-4120-500	CAPITAL EXPENDITURES	0.00	0.00	105,000.00	100
TOTAL EXPENDITURE		<u>21,245.32</u>	<u>297,184.80</u>	<u>575,075.00</u>	<u>48</u>

BEFORE TRANSFERS	<u>-21,245.32</u>	<u>-297,184.80</u>	<u>-575,075.00</u>
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AFTER TRANSFERS	<u>-21,245.32</u>	<u>-297,184.80</u>	<u>-575,075.00</u>
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4130 PLANNING & ZONING

EXPENDITURE:

10-4130-121	SALARIES - ZONING	6,188.58	62,983.28	75,450.00	17
10-4130-122	SALARIES - ASST ZONING	0.00	400.00	500.00	20
10-4130-123	SALARIES -	1,479.60	15,943.12	18,550.00	14
10-4130-124	SALARIES - PLANNING	425.00	3,450.00	5,200.00	34
10-4130-125	SALARIES - SIGN REMOVAL	365.93	4,212.18	8,500.00	50
10-4130-181	FICA EXPENSE - P&Z	620.11	6,356.59	7,950.00	20
10-4130-182	EMPLOYEE RETIREMENT -	1,232.68	12,433.29	15,390.00	19
10-4130-183	EMPLOYEE INSURANCE	1,474.00	14,740.00	17,750.00	17
10-4130-184	EMPLOYEE LIFE INSURANCE	19.60	196.00	250.00	22
10-4130-185	EMPLOYEE S-T DISABILITY	12.00	120.00	175.00	31
10-4130-193	CONSULTING	1,497.15	30,749.61	50,000.00	39
10-4130-194	CONSULTING - COG	0.00	6,035.25	8,500.00	29
10-4130-200	OFFICE SUPPLIES -	115.65	6,248.29	5,000.00	-25
10-4130-201	ZONING SPECIFIC OFFICE	0.00	0.00	2,500.00	100

10-4130-215	HISTORIC PRESERVATION	0.00	0.00	350.00	100
10-4130-220	INFRASTRUCTURE	22,000.00	25,500.00	50,500.00	50
10-4130-321	TELEPHONE - PLANNING &	95.03	1,637.69	3,000.00	45
10-4130-325	POSTAGE - PLANNING &	0.00	1,315.31	2,000.00	34
10-4130-331	UTILITIES - PLANNING &	425.73	4,117.08	6,000.00	31
10-4130-370	ADVERTISING - PLANNING	40.00	783.30	1,000.00	22
TOTAL EXPENDITURE		<u>35,991.06</u>	<u>197,220.99</u>	<u>278,565.00</u>	<u>29</u>
BEFORE TRANSFERS		<u>-35,991.06</u>	<u>-197,220.99</u>	<u>-278,565.00</u>	
AFTER TRANSFERS		<u>-35,991.06</u>	<u>-197,220.99</u>	<u>-278,565.00</u>	
GRAND TOTAL		<u><u>-170,398.73</u></u>	<u><u>320,889.61</u></u>	<u><u>0.00</u></u>	

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

TO: Mayor and Town Council

FROM: Kim Woods, Tax Collector

DATE: May 11, 2020

SUBJECT: Monthly Report–April 2020

Transactions:	
Adjust Under 5.00	\$(29.44)
Interest Charges	\$252.02
Penalty and Interest Payments	\$(201.73)
Balance Adjustment	\$(44.18)
Refunds	\$355.73
Taxes Collected:	
2019	\$(6663.24)
As of April 30, 2020; the following taxes remain Outstanding:	
2009	\$511.72
2010	\$530.18
2011	\$52.18
2012	\$265.34
2013	\$297.09
2014	\$622.39
2015	\$1206.33
2016	\$885.24
2017	\$1988.49
2018	\$4302.66
2019	\$19,265.68
Total Outstanding:	\$29,927.30