



**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, JUNE 13, 2022 – 7:00 P.M.  
WEDDINGTON TOWN HALL  
1924 WEDDINGTON ROAD WEDDINGTON, NC 28104  
AGENDA**

Moment of Silence

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. Approval of Budget Amendment for FY 2021-2022
  - B. Approval of May 9, 2022 Special Town Council Meeting Minutes
  - C. Approval of May 9, 2022 Regular Town Council Meeting Minutes
  - D. Approval ARPA Grant Project Ordinance
  - E. Approval ARPA Eligible Project Policy
  - F. Approval of Resolution R-2022-01 to accept Westlake Drive, Lindstrom Way, Morrowick Circle, and Campbell Court into State Maintained Secondary Road System
9. Public Hearings
  - A. Weddington Glen Conditional Zoning/Preliminary Plat Amendment
  - B. Fiscal Year 2022-2023 Proposed Budget and Set the Tax Rate
10. Old Business
  - A. Discussion and Consideration of Approval of Solid Waste Contract with Active Waste Solutions.
11. New Business
  - A. Discussion and Consideration of Weddington Glen Conditional Zoning/Preliminary Plat Amendment
  - B. Discussion and Consideration of Fiscal Year 2022-2023 Proposed Budget Ordinance and Set the Tax Rate
  - C. Discussion of Possible Changes to Town of Weddington Form of Government
12. Update from Town Planner
13. Code Enforcement Report
14. Update from Finance Officer and Tax Collector
15. Transportation Report
16. Council Comments
17. Adjournment



# Union County Sheriff's Office

## Events By Nature

For the Month of: May 2022

Date of Report

6/1/2022

9:00:51AM

<u>Event Type</u>	<u>Total</u>
911 HANG UP	92
911 TESTING	6
ABANDONED VEHICLE	1
ACCIDENT EMD	2
ACCIDENT PD ONLY	20
ALARMS LAW	36
ANIMAL BITE FOLLOW UP	1
ANIMAL BITE REPORT LAW	1
ANIMAL COMP SERVICE CALL LAW	10
ASSAULT	2
ASSAULT W/ INJURIES	1
ASSIST EMS OR FIRE	2
ASSIST OTHER AGENCY LAW	1
ATTEMPT TO LOCATE	3
BOLO	3
BURGLARY HOME OTHER NONBUSINESS	3
BURGLARY VEHICLE	1
BUSINESS CHECK	15
CARDIAC RESPIRATORY ARREST EMD	2
CARELESS AND RECKLESS	8
COMMERCIAL STRUCTURE FIRE	1
DISTURBANCE OR NUISANCE	2
DOMESTIC DISTURBANCE	4
ESCORT	5
FOLLOW UP INVESTIGATION	9
FOOT PATROL	3
FRAUD DECEPTION FORGERY	9
FUNERAL ESCORT	2

<u>Event Type</u>	<u>Total</u>
HARASSMENT STALKING THREATS	1
ILLEGAL DUMPING LITTERING	1
IMPROPERLY PARKED VEHICLE	1
INVESTIGATION	7
INVOLUNTARY COMMITMENT	2
JURISDICTION CONFIRMATION LAW	1
LARCENY THEFT	10
LIVE STOCK ON HIGHWAY	1
LOST OR FOUND PROPERTY	4
MENTAL DISORDER	3
MISSING PERSON	3
MOTORIST ASSIST	10
NOISE COMPLAINT	6
POISONING EMD	1
PREVENTATIVE PATROL	596
PROP DAMAGE VANDALISM MISCHIEF	1
PUBLIC SERVICE	1
RADAR PATROL INCLUDING TRAINIG	17
REFERAL OR INFORMATION CALL	9
RESIDENTIAL CHECK	1
SERVE CIVIL PAPER	17
SERVE CRIMINAL SUMMONS	1
SERVE DOMESTIC VIOL ORDER	1
SERVE WARRANT	1
SHOTS FIRED	2
STRUCTURE FIRE EFD	2
SUSPICIOUS CIRCUMSTANCES	4
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	10
TRAFFIC HAZARD	8
TRAFFIC STOP	95
TRESPASSING	3

<u>Event Type</u>	<u>Total</u>
WANTED PERSON	1
WELL BEING CHECK	5

***Total Calls for Month: 1,075***

**Weddington**

**5/2022**

UCR Code	Description	Date of Report	Incident ID	
<b>13A</b>				
13A	ASSAULT BY STRANGULATION	5/24/22	202203749	
			Total:	1
<b>13B</b>				
13B	ASSAULT ON FEMALE	5/21/22	202203688	
			Total:	1
<b>13C</b>				
13C	COMMUNICATING THREATS	5/20/22	202203671	
			Total:	1
<b>220</b>				
220	BREAKING/ENTERING-FELONY	5/4/22	202203198	
220	BREAKING/ENTERING-FELONY	5/4/22	202203199	
220	BREAKING/ENTERING-FELONY	5/5/22	202203234	
220	BREAKING/ENTERING-FELONY	5/5/22	202203235	
220	BREAKING/ENTERING-FELONY	5/5/22	202203237	
220	BREAKING/ENTERING-FELONY	5/5/22	202203238	
220	BREAKING/ENTERING-FELONY	5/5/22	202203239	
220	BREAKING/ENTERING-FELONY	5/5/22	202203236	
			Total:	8
<b>23H</b>				
23H	LARCENY-FELONY	5/10/22	202203382	
			Total:	1
<b>250</b>				
250	FORGERY OF BANK NOTES/CHECKS	5/9/22	202203342	
250	FORGERY OF BANK NOTES/CHECKS	5/20/22	202203653	
			Total:	2
<b>26A</b>				
26A	IDENTITY THEFT	5/10/22	202203388	
26A	OBTAINING PROPERTY BY FALSE PRETENSES	5/15/22	202203526	
26A	OBTAINING PROPERTY BY FALSE PRETENSES	5/18/22	202203613	
26A	OBTAINING PROPERTY BY FALSE PRETENSES	5/30/22	202203903	
			Total:	4
<b>290</b>				
290	INJURY TO PERSONAL PROPERTY	5/24/22	202203750	
290	INJURY TO PERSONAL PROPERTY	5/30/22	202203898	
290	INJURY TO REAL PROPERTY	5/31/22	202203939	
			Total:	3
<b>90J</b>				
90J	TRESPASS - 2ND DEG	5/3/22	202203169	
			Total:	1

## Weddington

### 5/2022

UCR Code	Description	Date of Report	Incident ID	
<b>999</b>				
999	ACCIDENT NO VISIBLE INJURY	5/2/22	202203160	
999	OVERDOSE	5/4/22	202203207	
999	INVESTIGATION	5/6/22	202203282	
999	LOST PROPERTY	5/7/22	202203312	
999	ANIMAL CALL	5/9/22	202203336	
999	RECOVERED PROPERTY	5/11/22	202203409	
999	ACCIDENT NO VISIBLE INJURY	5/11/22	202203412	
999	ANIMAL CALL	5/13/22	202203464	
999	DOMESTIC	5/14/22	202203501	
999	ACCIDENT NO VISIBLE INJURY	5/17/22	202203568	
999	ACCIDENT POSSIBLE INJURY	5/19/22	202203631	
999	ACCIDENT POSSIBLE INJURY	5/19/22	202203633	
999	ACCIDENT NO VISIBLE INJURY	5/20/22	202203652	
999	ACCIDENT NO VISIBLE INJURY	5/20/22	202203660	
999	ACCIDENT NO VISIBLE INJURY	5/25/22	202203774	
999	FOUND PROPERTY	5/27/22	202203833	
999	ACCIDENT NO VISIBLE INJURY	5/30/22	202203902	
999	MISSING PERSON	5/30/22	202203905	
999	ACCIDENT NO VISIBLE INJURY	5/31/22	202203921	
999	ANIMAL CALL BITE	5/31/22	202203919	
			Total:	<b>20</b>
<b>9999</b>				
9999	MENTAL HEALTH INVESTIGATION	5/16/22	202203555	
			Total:	<b>1</b>

Monthly Crime Total

**43**

**TOWN OF WEDDINGTON  
PROPOSED AMENDED BUDGET  
FYE 6/30/2022**

	<b>FY2022 ORIGINAL BUDGET</b>		<b>FY2022 AMENDED BUDGET</b>		<b>FY2022 FINAL AMENDED BUDGET</b>	
<b>Revenues</b>						
Ad Valorem Taxes	\$ 1,554,500		\$ 1,554,500		\$ 1,551,860	
State-Collected Revenues	865,000		940,000	{a}	940,000	
ARPA Federal Funds					165,000	{d}
Zoning and Subdivision Revenues	\$ 40,000		\$ 44,700		\$ 44,700	
Other Revenues	\$ 6,080		\$ 1,380	{b}	\$ 1,380	
<b>Total Revenues</b>	<b>\$ 2,465,580</b>		<b>\$ 2,540,580</b>		<b>\$ 2,702,940</b>	
<b>Expenditures</b>						
Administrative Expenditures	\$ 699,965		\$ 719,715	{c}	\$ 842,015	{d}
Planning and Zoning Expenditures	604,040		584,290	{c}	624,350	{d}
General Government Expenditures	1,236,575		1,236,575		1,236,575	
<b>Total Expenditures</b>	<b>\$ 2,540,580</b>		<b>\$ 2,540,580</b>		<b>\$ 2,702,940</b>	
<b>Net Revenues/(Fund Balance Appropriation)</b>	<b>\$ (75,000)</b>		<b>\$ -</b>		<b>\$ -</b>	

**AMENDMENT EXPLANATIONS**

- {a} Sales tax revenue higher than expected despite reduction in overall tax rate
- {b} Reduced interest income due to change in banks; reduction in alarm fee revenue
- {c} Changes in salary structure due to personnel changes
- {d} ARPA federal funds transferred from special revenue fund used for general govt purposes

**TOWN OF WEDDINGTON  
TOWN COUNCIL SPECIAL MEETING  
MONDAY, MAY 9, 2022 0 4:00 P.M.  
WEDDINGTON HIGH SCHOOL AUDITORIUM  
4901 WEDDINGTON ROAD, WEDDINGTON, NC 28014  
MINUTES  
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**1. Open the Meeting**

Mayor Horn called the meeting to order at 4:03 p.m.

**2. Determination of Quorum**

Quorum was determined with all Councilmembers present: Mayor Craig Horn, Mayor Pro Tem Janice Propst, Councilmembers Anne Pruitt, Jeff Perryman, and Brannon Howie

Staff present: Town Administrator/Clerk Karen Dewey, Interim Planner Leamon Brice, Planner Robert Tefft, Finance Officer Leslie Gaylord, Town Attorney Karen Wolter, Admin assistant/Deputy Clerk Debbie Coram

**3. Additions, Deletions and/or Adoption of the Agenda**

*Motion:* Councilmember Perryman made a motion to adopt the agenda as presented.  
*Vote:* The motion passed with a unanimous vote.

**4. Discussion of Conditional Rezoning Application for Mixed-use Development Weddington Green**

Mr. Brice presented background on the application: Provident Development submitted a Conditional Zoning application for a mixed-use pedestrian friendly main street type development. This includes a two-sided main street surrounded by single family homes on varying lot sizes and open space. Currently, the property is zoned R40 and RCD Conservation Subdivision. If approved the property will then be a conditional zoning district and the change will only apply to this parcel. Development on the parcel must follow the plan and the development standards in the plan and these standards only apply to this parcel and project. Conditional Zoning allows the Town to ask for additional improvements and the developer to request deviations to current regulations. Both parties must agree for a condition to be a part of the plan.

The applicant held a community meeting on January 27, 2022

The application was presented to Planning Board on February 28, 2022.

The Planning Board recommended approval of the plan with 11 recommendations and questions to the Town Council. Town Council held a public hearing on March 14, 2022 at All Saints Anglican Church and continued at Weddington High School on April 11, 2022.

Provident has provided an amended plan and development standards with positive response to the Planning Board questions and recommendations that can be legally met.

While Town Council has been reviewing the plans and plan amendments, tonight is the first opportunity for them to discuss the plan as a group. The Council course of action can be to 1) Deny, 2) Approve, 3) Approve with additional conditions or 4) Recommend further review by the Planning Board.

If the Council elects to approve the plan, the Council must adopt a Land Use Plan consistency statement. An inconsistent statement from the Planning Board or the Council does not prevent approval of the application.



The LUP was amended and adopted in 2019 and the Unified Development Ordinance was adopted in 2021. The Land Use Plan is not an ordinance. It is a guide for future planning and development. The Weddington Green Conditional Zoning Application is consistent with the Land Use Plan as follows:

It meets neighborhood business description, conserves open space at 38.5 acres or 48%, limits development in environmentally sensitive areas, minimizes visual effects on surrounding properties with a 70 foot buffer on Providence Road, 50 foot buffer on Weddington Road, and 20 foot buffer to abutting properties, maintains single family character and provides broader housing options, commercial is small scaled to serve Weddington residents and is designed to be pedestrian friendly, provides a park for community gathering space and limited recreation for Weddington residents, architecture standards meet the Land Use Plan design goal to enhance aesthetic quality. The Land Use Plan also states, "The town should explore zoning alternatives that allow for better integration of the town center and residential development within and adjacent to the center." Weddington Green is a good example of denser residential development feathering out to one acre lots away from the town center.

Mayor Pro Tem Propst asked Mr. Brice if there has been any discussion of a phase 2 of this project. Mr. Brice answered that if there was going to be a phase 2, it would have to go through the same conditional zoning process as this application.

Councilmember Perryman stated his thanks and respect for the town staff and the Council. He wanted to clarify some of the arguments being shared on social media. First, that Weddington only allows 1 house on 1 acre. He explained that Residential Conservation Subdivisions could have a minimum of 12,000 sq. ft. lots. That density could be 3.3 houses per acre. Councilmember Perryman addressed the Town of Weddington 2021 Resolutions against high density. Two of the resolutions were opposing high density multifamily homes surrounded by single family zoning and the third was for a large apartment complex. Councilmember Perryman reviewed the Executive Summary of the Land Use Plan stating that it is not an ordinance, but to serve as a guide for future development. In response to comments that conditional zoning will destroy the town, he listed current conditional zonings within town limits: Polivka in 2012, Weddington Fitness Center in 2018, the Water Tower in 2013. Councilmember Perryman stated that the reason this application is being considered is from the 2018 Town Survey results.

Councilmember Perryman acknowledged the reduction in single family housing density within the project. He asked why there hasn't been any renderings of the park or developments. Mr. Waters responded that this project has evolved and has been halved in size and the types of homes have changed but he understands the need to see exact representation of what residences and commercial buildings will look like. He tried to give feel with uses of architectural elements. Mr. Waters stated that he is working with builders and will not be moving forward without them. He stated that he would like to see residents and town representatives on architectural review committees and in the development standards, they tried to put specific restrictions so nothing would be objectionable.

Councilmember Perryman asked if they would consider changing the location of the park. Mr. Waters responded that the current placement of the park is on perfect topography. There is a linear park leading to the central park. Mr. Jenest stated that for the park to be successful, it has to have good edges, and this would be at the heart of the community. Providence Road is a hostile environment and he would like to see this done right.

Councilmember Pruitt asked to clarify architectural standards for the buildings in the development standards to match the plan that only shows 2 stories. She asked if the Weddington Green Homeowners Associations

would be responsible for all BMT, even in park land. Mr. Waters responded that they would and for the roads around the park with on street parking. Councilmember Pruitt asked for clarification on the brewery. Mr. Waters responded that this is not a distribution site, any product produced on site would be consumed on site. Councilmember Pruitt asked how the proposed pump station differs from current pump stations in Weddington. Mr. Waters responded that criteria for pump stations is overseen by the state. This would follow all the regulations and be more modern and efficient because it is a new system.

Councilmember Howie acknowledged that the town homes have been changed to single family homes. She asked what the use of the carriage home is. Mr. Waters responded that these are essentially living spaces above the garage to be used as an in-law suite, hobby area, home office, or for an adult child. She asked where the public restrooms would be located. Mr. Waters responded that would be decided by what he was hoping would be a committee of residents and town leaders to select the best location and that would be noted in the development standards. Councilmember Howie asked what the projected price point would be. Mr. Waters responded that it would be hard to project for 2 years from now, but it will be around \$680,000-\$700,000 to just over \$1 million. Councilmember Howie asked why the brew pub layout was changed. Mr. Waters responded that the survey revealed larger trees to save and it was decided to have the green space on the street rather than behind the building.

Mayor Pro Tem Propst asked how many parking spaces are around the park and overall parking associated with the retail space. Mr. Jenest responded that there is parking on both sides of the street all the way around the park and parking behind retail buildings and 3 additional parking lots to total 4 ¼ spaces to 1,000 square feet of retail space.

Mayor Pro Tem Propst asked for details on the greenway and who would maintain it. Mr. Jenest reviewed the location of the greenway loop and the maintenance would be the responsibility of the homeowner's association.

Mayor Pro Tem asked about the process with the US Army Corps of Engineers (USACE) for the wetlands. Mr. Waters responded that a consultant walked the 81 acres to identify the wetland issues. USACE verifies wetlands. This site doesn't have much wetland other than the buffer on the creek. She asked about the ponds and the spray feature. Mr. Waters confirmed that it would be a wet pond.

Mayor Pro Tem Propst asked for clarification on the maintenance of the main street. Mr. Waters responded that it will not be maintained by NCDOT because of specific features. The road will be 800 ft from Providence Road to the park perimeter road with planted medians and brick crosswalks. NCDOT doesn't allow those on their maintained roads. The plan will enhance the main street with parking on both sides cared for by the retail partner or the HOA, not the town.

Mayor Pro Tem Propst asked about TIA and process.

Mr. Waters responded that the TIA is under NCDOT review and a professional company does current and future traffic counts and as a result, will provide improvements road to mitigate any traffic issues. The improvements include: at Lenny Stadler a full turning lane improvement; at the roundabout, there will be an additional right turn lane and improvements will be made to provide a second entrance to the project and a pedestrian crossing will be added; at Wheatberry, full turn movements will be added so through traffic will not be impacted by left turns into Weddington Green; and a 425 ft left turn lane on east bound Rea Road on to Providence. All road improvements are planned to be a part of the initial development.

Mayor Pro Tem Propst asked how the housing is age targeted. Mr. Waters responded that those home designs include a master bedroom downstairs with the living areas to be easily accessible. The upstairs is for hobby rooms or guest rooms. All living is on one floor and a small lot for easier maintenance with a smaller footprint.

Mayor Pro Tem Propst asked about the parking for the homes. Mr. Waters responded that the majority of homes' garages will be accessed by back alleys to avoid front loading garages. Front loading garages will be set back from the front of the house 20 feet off street.

Mayor Horn asked if all houses will have garages. He expressed concern about the space between the houses. Mr. Jenest clarified that all homes will have garages and the front-loading garages will be on the larger, 60-foot lots.

Mayor Horn asked for difference between age targeted and age restricted. Mr. Jenest responded that they geared toward same type of housing, but age restricted has specific rules. They're both geared toward empty nesters. Age targeted gives more flexibility.

Mayor Horn expressed concern that the Development Guidelines and Standards used the word "may" where the word "must" should be used. He would like to see that solidified. Specifically, permits for the stream restoration should be a must. Mr. Jenest agreed that it can be changed to "must" and he commented that this stream restoration is not requirement of development.

Mayor Horn asked about the reduction of the buffer on Providence Road to provide visibility of tenants of commercial bldgs. Mr. Jenest responded that there is a 70ft buffer with part of an easement and they intend to plant throughout, but they want the two corner buildings to be visible from Providence. There is no buffer in front of corner buildings and they plan a masonry wall in front of the parking are with additional buffer for the residential lots. There is only no buffer in front of corner buildings for visibility. There is still a 70 ft. setback, and there will be 2 to 3 rows of specific trees to feel more natural.

Councilmember Perryman asked who will develop the commercial area. Mr. Waters responded that they will retain an interest in the commercial development and bring partners in. conditions will be defined specifically in the standards.

Councilmember Perryman asked if the 14 homes on the south side of the church and the parking lot could be eliminated to bring the park to Weddington Road. It would leave nothing adjacent to the church and provide more open green space and would reduce density to 1.7 homes/acre and number of homes to 144.

Mayor Pro Tem Propst asked why the sidewalks along the park are wider. Mr. Waters responded that with perimeter parking and an 8 ft. sidewalk to make it comfortable to walk around park and it will connect to pedestrian bridges and walking trail. He stated that he would like to include stakeholders from the Town for park planning.

Mayor Pro Tem asked the size of the linear park. Mr. Waters responded that at the roundabout it is about 90 feet wide and tapers to 50 feet. There will be a sign for the Town park at the entrance to Weddington Green.

Mayor Horn stated that he counted 7 ponds on the plans. Mr. Jenest responded that only 2 will have a water feature, the others are for storm water and won't have water all the time.

Councilmember Pruitt asked if there was a chance to reclaim water for irrigation or any other sustainable or green features to be incorporated into the plan. Mr. Jenest agreed to look into it.

Ms. Wolter discussed options for the Council.

Council had no further questions.

Councilmember Perryman stated that if the applicant can take what has been discussed and consider those suggestions, the Council will be in a better position to make a decision.

Mayor Pro Tem Propst asked that the Applicant be allowed to present changes at regular meeting to allow the public to see changes.

Council discussed the Applicant reviewing changes at the beginning of the regular meeting. Councilmember Howie stated that the plans are available to the public on the website.

Mr. Jenest asked for confirmation on the requested changes. Mr. Brice responded the requests were to remove the 14 lots to bring the park land up to the road and to change the development standards to read that commercial will not exceed two stories.

## 5. Adjournment

**Motion:** Councilmember Pruitt made a motion to adjourn the May 9, 2022 Special Meeting at 5:48 p.m.

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

Approved: \_\_\_\_\_

\_\_\_\_\_  
Craig Horn, Mayor

\_\_\_\_\_  
Karen Dewey, Town Administrator/Clerk

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY MAY 9, 2022 – 7:00 P.M.  
WEDDINGTON HIGH SCHOOL AUDITORIUM  
4901 WEDDINGTON ROAD WEDDINGTON, NC 28104  
MINUTES  
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**1. Open the Meeting**

Mayor Horn called the meeting to order at 7:02 p.m.

**2. Pledge of Allegiance**

The Council led the Pledge of Allegiance

**3. Determination of Quorum**

Quorum was determined with all Councilmembers present: Mayor Craig Horn, Mayor Pro Tem Janice Propst, Councilmembers Anne Pruitt, Jeff Perryman, and Brannon Howie

Staff: Town Administrator/Clerk Karen Dewey, Interim Planner Leamon Brice, Planner Robert Tefft, Finance Officer Leslie Gaylord, Administrative Assistant Debbie Coram, Town Attorney Karen Wolter

Visitors: attendance attached for the record.

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

Mayor Horn requested item number 6. *Public Safety Report* and item number 14. *Public Comments* be switched.

**Motion:** Mayor Pro Tem Propst made a motion to amend the agenda as presented.

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

**5. Mayor/Councilmember Reports**

Councilmember Perryman reported that the April WUMA meeting had Jim Joyce from the UNC School of Government give a good presentation on extra-territorial jurisdiction (ETJ). He stated that ETJ is permitted according to the North Carolina General Statutes for up to 1 mile for municipalities with up to 10,000 residents and up to 2 miles for municipalities between 10,000 and 25,000 residents. The towns of Monroe and Wingate both have ETJ in Union County. The next WUMA meeting is the 4<sup>th</sup> Thursday of May at 4:00 p.m. in Mineral Springs.

Mayor Horn reported that the Weddington High School Marching Band is participating in Pearl Harbor Day this year in Hawaii and are raising money for the trip. It's a great opportunity for the kids and reflects well on the high school as well as the town. Coffee with the Mayor will be Wednesday, May 18<sup>th</sup> from 5 to 7 p.m. at Town Hall.

**6. Public Comments**

With the possible consideration of the rezoning application on the agenda, Mayor Horn asked Tom Waters, the applicant to review the plan changes presented during the earlier work session.

Mr. Waters reviewed the changes:

Playground area with safety fence

Restroom facility in park

1-mile greenway trail system

Reduction in commercial space from 137,600 sq.ft to 117,600 sq.ft. (parking spaces left the same)

Decrease in residential density to 158 homes

Townhomes changed to single family detached homes

Mainstreet courtyard

Alley fed 2 car garages

8 ½ acre park

Mr. Jenest stated that after the earlier meeting, the linear park would be revised to about 100 feet in width with the removal of one of the homes in order to get the park edges closer to Weddington Road.

Walt Hogan: 5009 Laurel Grove-Mr. Hogan wants more details about the project standards. He did not agree with the potential cost to the citizens.

Neeraj Singh-720 Farmer Mill Lane: Mr. Singh spoke against the density, commercial establishments, private roads, and the pedestrian crosswalk through the roundabout.

Bill Deter-401 Havenchase Drive: Mr. Deter disputed Councilmember Perryman's claim on the RCD density. He listed the standards for this project that would have to be made conditions to meet the UDO.

Rob Dow-6712 Weddington Matthews Road: Mr. Dow stated that it would be helpful to know what will happen if this project gets approved. Will Mr. Waters develop it or will he sell it? The conditions for this rezoning will be with the property.

Bill Cathey-6734 Tree Hill: Mr. Cathey asked where the sewer would be pumped to and what the homeowners' dues would be.

Chris Drost-1203 Delaney Drive: Mr. Drost stated that not one question had been asked about the wetlands study and what the results of that were.

Jackie Groome-3016 Twelve Mile Creek: Ms. Groome stated that she's not against change, she would just like to see that a majority of the citizens approve of it.

Joyce Plyler-1046 Bromley Drive: Ms. Plyler commented on email chains between council, planning board, and the developer that gave the impressions that the developer was being coached on how to get approval.

Dorothy Cooper-113 Chasestone Court: Ms. Cooper is a 25-year resident opposed to the development.

Kim Topalian-130 Bluebird Lane: Ms. Topalian stated that the proposal is scary and will set a precedent. She asked about an EPA study done and the creek's upkeep. She commented that the developer had unpaid judgements and civil actions filed against him.

Jack Plyler-1015 Estate Lane: Mr. Plyler commented on an ethics complaint he filed last month. He stated that commercial and parking square footage shouldn't be included when computing the yield plan. He commented on the Board of County Commissioners denial of the sewer pump station for this project.

Kelly Myers-9033 Pine Laurel Drive: Mr. Myers commented that the process is confusing and asked why traffic studies are being done on things that may or may not happen. He asked why this project is still being discussed with the denial of the sewer pump station.

Michael Luedtke-401 Amanda Drive: Mr. Luedtke asked how an educated decision can be made if the council doesn't know what is going to happen. He asked the Council to listen to the residents that put them in office.

Chris Martin-stated his opposition to the project and his disappointment in how it was presented to the town.

Kelly Luedtke-401 Amanda Drive: commented that her family came here for 1-acre lots. She expressed concern over school traffic, possible crime, and security issues

Allan Bartolucci-918 Osprey Lane: commented on the opposition to project.

Bill Turnblum Providence Woods South: commented on Mr. Waters

John: Aeroplantation: Commented on the density and sewer pump station and stated his opposition to the project.

Cathy Killough-5012 Longview Ct: stated her concern that this project will depreciate property values.

Ken Taylor-462 Cottonfield Circle: commented that Weddington should stay residential and doesn't need commercial

Frank Trammell-433 Landsbury Drive: commented that he moved to Weddington for the large lots and he doesn't see any reason for this development.

## **7. Consent Agenda**

**A. April 11, 2022 Town Council Regular Meeting Minutes**

**B. April 12, 2022 Town Council Work Session Meeting Minutes**

**C. Appoint Robert Tefft as Zoning Administrator and Erosion and Sediment Control Administrator**

**D. Call for Public Hearings on June 13, 2022 at 7:00 p.m. at Weddington Town Hall to receive comment on:**

**1. Proposed Fiscal Year 2022-2023 Budget and set the tax rate.**

**2. Conditional Zoning Amendment for Weddington Glen Residential Conservation Subdivision**

**Motion:** Councilmember Perryman made a motion to approve the Consent Agenda as presented.

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

## 8. Old Business

### A. Discussion and Possible Consideration of Conditional Rezoning Application for mixed use development-Weddington Green

No further discussion. Ms. Wolter gave options to the Council for action.

**Motion:** Mayor Pro Tem Propst made a motion to refer the Conditional Rezoning Application for a mixed-use development back to the Planning Board for further study

**Vote:** The motion passed with a 2-2 vote.  
Mayor Pro Tem Propst and Councilmember Pruitt voted in favor of the motion.  
Councilmembers Howie and Perryman voted against the motion.  
Mayor Horn voted in favor of the motion.

Councilmember Perryman stated that he hasn't seen enough changes to send this application back to the Planning Board.

Mayor Horn called for a recess at 8:10 p.m.  
Mayor Horn called the meeting back to order at 8:17 p.m.

Mayor Horn asked the crowd to quiet down and let the Council deliberate. Councilmember Perryman asked for discussion among the Council. He stated that his vote at this time would be against the rezoning because of the park. He believes that from the beginning the park has been promoted as the Town Park. He thinks it doesn't meet what it should.

Councilmember Pruitt: had a good work session earlier got some clarification that satisfied questions. If the project goes back to the Planning Board, the development standards get nailed down.

Councilmember Howie: expressed concern over the carriage houses inviting unwanted interactions into community and the brewery as a drinking destination is incongruent with the family-oriented community.

Mayor Pro Tem Propst: agreed with Councilmember Pruitt. A lot of positive aspects of the plan and it meets the Goals of the Land Use Plan. She asked Councilmember Perryman to clarify why the park is an issue for him. Councilmember Perryman responded that he feels it's a subdivision with a park rather than a town park with houses around it.

Councilmember Pruitt commented that she would have like to have received emails and seen attempts at collaboration to bring something positive to Weddington. She stated her disappointment with the lack of cooperation to make this opportunity something that would be great for Weddington. She expressed the importance of working together to move forward. She stated that the sum of what each individual can bring to the Town, collectively, will be so much greater than any one individual.



**Motion:** Councilmember Perryman made a motion to reconsider the previous motion to refer the Conditional Rezoning Application back to the Planning Board for further study.

**Vote:** The motion passed 3-1  
Councilmembers Perryman, Howie, and Pruitt in favor  
Mayor Pro Tem Propst opposed

**Motion:** Councilmember Perryman made a motion to deny the conditional rezoning application for a mixed-use development-Weddington Green.

**Vote:** The motion passed 2-2  
Councilmembers Perryman and Howie voted in favor of the motion  
Mayor Pro Tem Propst and Councilmember Pruitt voted against the motion.  
Mayor Horn voted in favor of the motion.

Mayor Horn called a recess at 8:30 p.m.

Mayor Horn called the meeting back to order at 8:35 p.m.

## **B. Discussion of Preliminary FY 2022-2023 Budget**

Ms. Gaylord presented the preliminary budget for the Fiscal Year 2022-2023. The public hearing for the budget will be held at the June 13, 2022 Regular Town Council meeting. The proposed budget with the 4.8 cent tax rate can be found on the website. The American Rescue Plan Funds are kept separate with the SCIF funds as they are not part of the general fund. Staff proposes to use the funds for the Deputies contract and internal salaries.

Mayor Horn asked to clarify the anticipated revenues for FY 2022-2023 doesn't include the ARPA or SCIF funds. Ms. Gaylord confirmed. Mayor Horn asked if the proposed use of those funds included in the budget. Ms. Gaylord The line item budget is available online.

Mayor Horn asked if there is a reason the uses for the ARPA funds isn't included. Ms. Gaylord responded that the project ordinances haven't been completed yet, until those are done, it is just a proposed spending. Mayor Horn asked if staff was clear on the directions for use of the monies. Ms. Gaylord responded that the rules are not straight forward. It's easier and less bureaucratic to spend on internal expenditures like the deputy contract and town salaries.

## **9. New Business**

### **A. Discussion and Consideration of Preliminary and Final Plats for Hemby Place Subdivision**

Mr. Brice presented the staff report. Toll Bothers submitted a preliminary plat and final plat application for 35 lots on 43.16 acres located at the southeast corner of Hemby and Providence Road. The sketch plan was approved by Planning Board on January 28, 2019 with requirements for a left turn lane on Hemby Road into subdivision, a right turn deceleration lane on Hemby Road, more information on traffic projections for Hemby Road and Providence Road to be included in the preliminary plat to help decide whether an access to Providence Road should be required. Additionally, they requested an assessment of the feasibility of saving old growth trees outside the building pads on lots to be included in the preliminary plat. The Planning Board reviewed the plats at the April meeting and recommended approval. The Plats are in conformance with the sketch plan and the Weddington Zoning and Subdivision Ordinance therefore staff recommends approval

**Motion:** Councilmember Perryman made a motion to approve the preliminary and final plats for Hemby Place Subdivision.

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

## **10. Update from Town Planner**

Mr. Brice presented an update: Weddington Glen has applied for a conditional zoning amendment to remove the existing home from plat. It still meets all criteria for a conservation subdivision. Beechwood held a community meeting in April and the amendment will come before the Planning Board at their May meeting.

Bell Mar is getting a final plat in order. Their process will follow the UDO standards, so the final plat will be approved by staff.

## **11. Code Enforcement Report**

No discussion.

## **12. Update from Finance Officer and Tax Collector**

Ms. Gaylord gave the update: the monthly financial reports are in the packet. The first ARPA report has been filed, using some of the funds to pay for staff salaries. The June report will have a budget amendment to show those funds used for this fiscal year.

## **13. Transportation Report**

## **14. Public Safety Report**

Officer Kropp gave the public safety report, he has an update in the newsletter. Council thanked him for monitoring the roads.

## **15. Council Comments**

Mayor Pro Tem Propst: Leamon, thank you so much for all you've done for this community and all the support you've given us over the past year. I appreciate you. We're going to miss you. And thank you to the staff for all you do for this town. It's much appreciated. It's been a very tumultuous time and you've put a lot of hours into all this and I deeply appreciate it. Thank you to my councilmembers for your persistence in getting the end results you wanted, and I thank you for your efforts for our community.

Councilmember Howie: I just echo Janice.

Councilmember Pruitt: Leamon, thank you, much appreciated. I enjoy your friendship and also your work and your work ethic.

Councilmember Perryman: Leamon, thank you for the work you've done for the town. It was certainly beyond what I think you initially thought. You are a professional and I appreciate all the time you put up with my meetings and my questions. I appreciate it very much. I echo that to our attorney, Karen Wolter and to Karen Dewey. Again, as I've said before, we have the best town staff in the state. Leslie, Kim, and everybody. You are awesome.

Mayor Horn: Thank you all very much. It's been a tough couple of months, putting it mildly I appreciate the diligence this Council has put forth and doing their homework and really thinking this thing through and all things we do through. I greatly appreciate it. I appreciate Leamon, for your efforts and that you hung in there with us. We learned a lot from you, and I hope we don't leave you too scarred up. With sincere heartfelt appreciation, we wish you Godspeed and look forward to you coming back to visit. With that said, we welcome you Robert to the Town of Weddington. My guess is that this project we've dealt with tonight we will see a lot more of those because Weddington is a great place to be. I appreciate all those who stuck around this evening.

## 16. Adjournment

**Motion:** Mayor Pro Tem Propst made a motion to adjourn the May 9, 2022 Regular Town Council Meeting at 8:48 p.m.  
**Vote:** The motion passed with a unanimous vote.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Craig Horn, Mayor

\_\_\_\_\_  
Karen Dewey, Town Administrator/Clerk

**Grant Project Ordinance for the Town of Weddington American Rescue Plan Act of 2021:  
Coronavirus State and Local Fiscal Recovery Funds**

**BE IT ORDAINED** by the Town Council of the Town of Weddington, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Weddington (Town) has received the first tranche in the amount of \$817,593.75 of CSLFRF funds. The total allocation is \$1,635,187.50, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**Section 2:** The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Law enforcement services for period of July 1, 2022 through December 31, 2024	6.1	Salaries & Benefits	\$476,950
			Operating Costs	\$205,972.50

002	General administration services for period of July 1, 2021 through December 31, 2024	6.1	Salaries	\$409,550
			Benefits	\$145,170
003	Economic and physical development services for period of July 1, 2021 through December 31, 2024	6.1	Salaries	\$297,625
			Benefits	\$ 99,920
	<b>TOTAL</b>			\$1,635,187.50

**Section 4:** The following revenues are anticipated to be available to complete the projects:

**ARP/CSLFRF Funds:** \$1,635,187.50

**General Fund Transfer:** \$0

**Total:** **\$1,635,187.50**

**Section 5:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 6:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 7:** Copies of this grant project ordinance shall be furnished to the Finance Officer and to the Clerk to Town Council.

**Section 8:** This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

**TOWN OF WEDDINGTON ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

**WHEREAS** the Town of Weddington has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

**WHEREAS** US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

**WHEREAS** the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

**BE IT RESOLVED** that the Town of Weddington hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

## Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how the Town of Weddington will spend its ARP/CSLFRF funds.

### I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

### II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);

2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the [Local Government Name] to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town of Weddington, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

### III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town of Weddington employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
  - a. Brief description of the project
  - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
  - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
  - d. Proposed budget, broken down by cost item, in accordance with the Town of Weddington's Allowable Cost Policy.
  - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Town Finance Officer for approval. All requests will be reviewed by the Finance Officer for ARP/CSLFRF compliance and for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final written approval by the Finance Officer.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.



5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Finance Officer and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Finance Officer and Town Administrator immediately.
6. The Finance Officer must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The Town Finance Officer must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.



## MEMORANDUM

**TO:** Mayor and Town Council

**FROM:** Karen Dewey, Town Administrator/Clerk

**DATE:** June 13, 2022

**SUBJECT:** Weddington Preserve Subdivision Roads

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NCDOT received a petition to add Weddington Preserve Subdivision Roads Campbell Court, Westlake Drive, Lindstrom Way, and Morrowick Circle into the State Maintained Road System upon receipt of a resolution from the Town.

The NCDOT will inspect the materials and workmanship of the road system which have been installed in the above-mentioned subdivision and once found acceptable, they will be accepted into the State Maintained Road system.

Staff recommends approval of Resolution 2022-01.

*Attachments:*  
SR2 Resolution  
NCDOT Petition for  
Road Addition  
Plat Maps



**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM  
TOWN OF WEDDINGTON, NORTH CAROLINA**

**R-2022-01**

**North Carolina**

**County of Union**

**Road Descriptions: Campbell Court, Westlake Drive, Lindstrom Way, and Morrowick Circle in the Weddington Preserve Subdivision in the Town of Weddington in Union County, North Carolina**

**WHEREAS**, the attached petition has been filed with the Town Council of the Town of Weddington, Union County, requesting that the above described roads, the location of which has been indicated on the attached maps, be added to the Secondary Road System; and,

**WHEREAS**, the Town of Weddington is of the opinion that the above described roads should be added to the Secondary Road System, if the roads meet minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

**NOW, THEREFORE**, be it resolved by the Town of Weddington of the County of Union that the Division of Highways is hereby requested to review the above-described roads, and to take over the roads for maintenance if they meet established standards and criteria.

Adopted this 13<sup>th</sup> day of June 2022.

---

D. Craig Horn, Mayor

Attest:

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Karen Dewey, Town Administrator/Clerk

**North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition**

**ROADWAY INFORMATION:** (Please Print/Type)

County: Union County Road Name: Westlake Drive  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Weddington Preserve Length (miles): .80 miles

Number of occupied homes having street frontage: 48 Located (miles): .60 miles

miles N ☐ S ☐ E ☒ W ☐ of the intersection of Route NC-16 and Route SR-1318.  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Weddington Preserve in  
Union County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: DeMaurio Page Phone Number: 704-819-7845

Street Address: 11121 Carmel Commons Blvd Suite 450 Charlotte NC 28226

Mailing Address: 11121 Carmel Commons Blvd Suite 450 Charlotte NC 28226

**PROPERTY OWNERS**

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
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Pulte Home Company LLC	11121 Carmel Commons Blvd Suite 450 Charlotte NC 28226	704-543-4922

**INSTRUCTIONS FOR COMPLETING PETITION:**

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block

☐ Rural Road    ☐ Subdivision platted prior to October 1, 1975    ☒ Subdivision platted after September 30, 1975

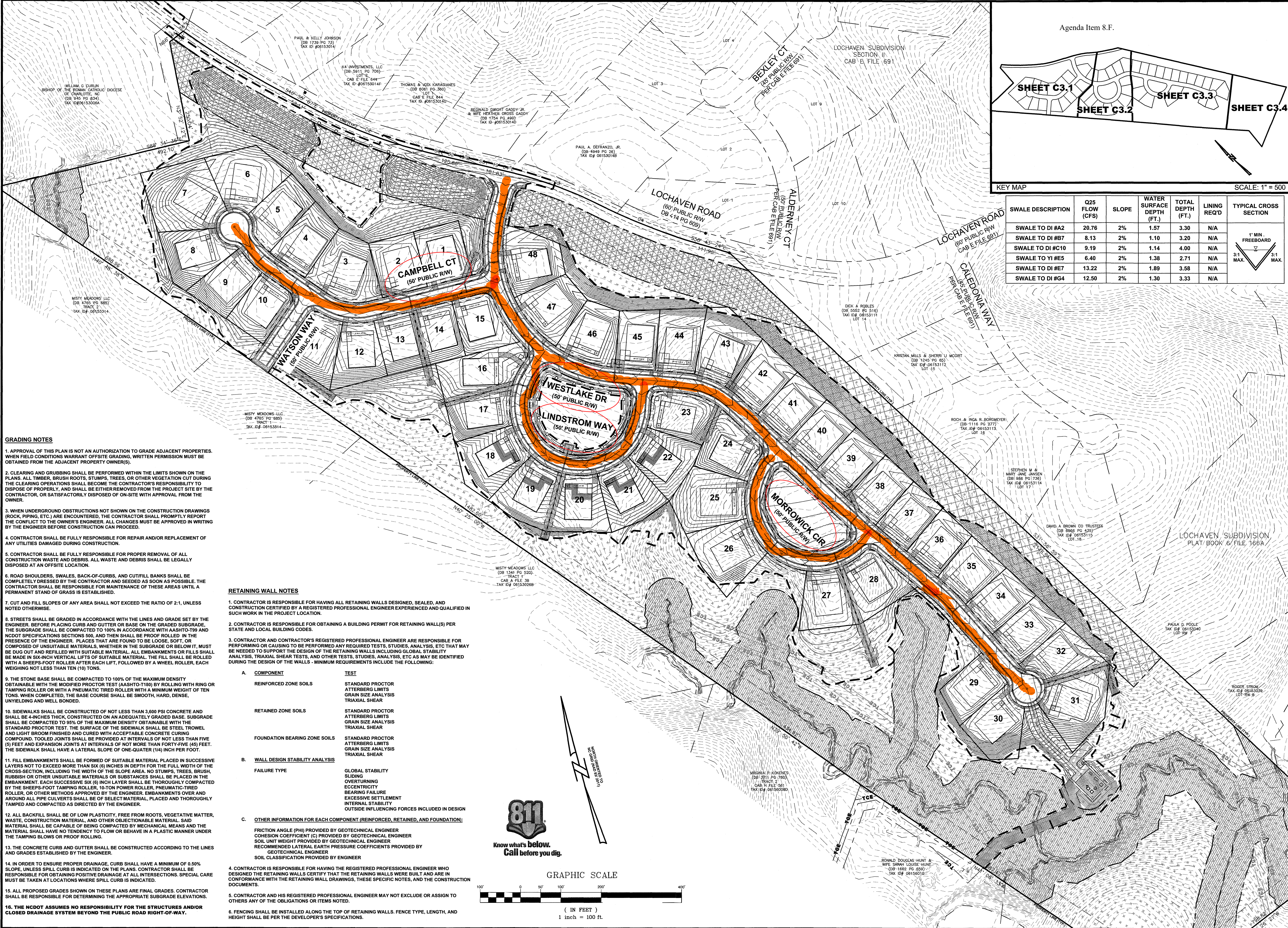
**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
Lindstrom Way	8	.13Miles			
Morrowick Circle	5	.10 Miles			
Campbell Court	15	.15 Miles			
Watson Way	0	.04 Miles			
Westlake Dr	20	.39 Miles			





GRADING NOTES

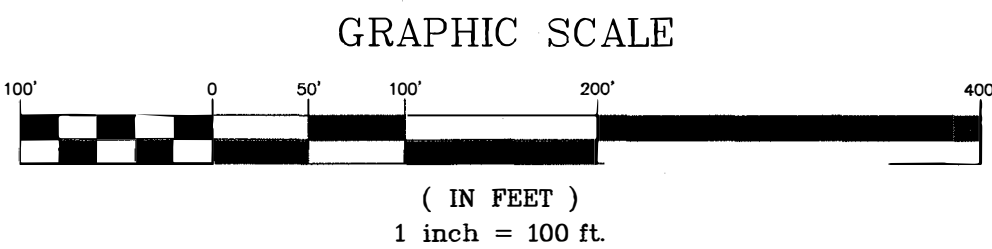
1. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFFSITE GRADING, WRITTEN PERMISSION MUST BE OBTAINED FROM THE ADJACENT PROPERTY OWNERS(S).
2. CLEARING AND GRUBBING SHALL BE PERFORMED WITHIN THE LIMITS SHOWN ON THE PLANS. ALL TIMBER, BRUSH, ROOTS, STUMPS, TREES, OR OTHER VEGETATION CUT DURING THE CLEARING OPERATIONS SHALL BECOME THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF PROPERLY, AND SHALL BE EITHER REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR, OR SATISFACTORILY DISPOSED OF ON-SITE WITH APPROVAL FROM THE OWNER.
3. WHEN UNDERGROUND OBSTRUCTIONS NOT SHOWN ON THE CONSTRUCTION DRAWINGS (ROCK, PIPING, ETC.) ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY REPORT THE CONFLICT TO THE OWNER'S ENGINEER. ALL CHANGES MUST BE APPROVED IN WRITING BY THE ENGINEER BEFORE CONSTRUCTION CAN PROCEED.
4. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ANY UTILITIES DAMAGED DURING CONSTRUCTION.
5. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR PROPER REMOVAL OF ALL CONSTRUCTION WASTE AND DEBRIS. ALL WASTE AND DEBRIS SHALL BE LEGALLY DISPOSED AT AN OFFSITE LOCATION.
6. ROAD SHOULDERS, SWALES, BACK-OF-CURBS, AND CUT/FILL BANKS SHALL BE COMPLETELY DRESSED BY THE CONTRACTOR AND SEEDED AS SOON AS POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THESE AREAS UNTIL A PERMANENT STAND OF GRASS IS ESTABLISHED.
7. CUT AND FILL SLOPES OF ANY AREA SHALL NOT EXCEED THE RATIO OF 2:1, UNLESS NOTED OTHERWISE.
8. STREETS SHALL BE GRADED IN ACCORDANCE WITH THE LINES AND GRADE SET BY THE ENGINEER. BEFORE PLACING CURBS AND GUTTER OR BASE ON THE GRADED SUBGRADE, THE SUBGRADE SHALL BE COMPACTED TO 100% IN ACCORDANCE WITH AASHTO T99 AND NCDOT SPECIFICATIONS SECTIONS 500, AND THEN SHALL BE PROOF ROLLED IN THE PRESENCE OF THE ENGINEER. PLACES THAT ARE FOUND TO BE LOOSE, SOFT, OR COMPOSED OF UNSUITABLE MATERIALS, WHETHER IN THE SUBGRADE OR BELOW IT, MUST BE DUG OUT AND REFILLED WITH SUITABLE MATERIAL. ALL EMBANKMENTS OR FILL SHALL BE MADE IN SIX-INCH VERTICAL LIFTS OF SUITABLE MATERIAL. THE FILL SHALL BE ROLLED WITH A SHEEPS-FOOT ROLLER AFTER EACH LIFT, FOLLOWED BY A WHEEL ROLLER, EACH WEIGHING NOT LESS THAN TEN (10) TONS.
9. THE STONE BASE SHALL BE COMPACTED TO 100% OF THE MAXIMUM DENSITY OBTAINABLE WITH THE MODIFIED PROCTOR TEST (AASHTO T99) BY ROLLING WITH RING OR TAMPING ROLLER OR WITH A PNEUMATIC TIRED ROLLER WITH A MINIMUM WEIGHT OF TEN TONS. WHEN COMPLETED, THE BASE COURSE SHALL BE SMOOTH, HARD, DENSE, UNYIELDING AND WELL BONDED.
10. SIDEWALKS SHALL BE CONSTRUCTED OF NOT LESS THAN 3,600 PSI CONCRETE AND SHALL BE 4-INCHES THICK, CONSTRUCTED ON AN ADEQUATELY GRADED BASE. SUBGRADE SHALL BE COMPACTED TO 100% OF THE MAXIMUM DENSITY OBTAINABLE WITH THE STANDARD PROCTOR TEST. THE SURFACE OF THE SIDEWALK SHALL BE STEEL TROWEL AND LIGHT BROOM FINISHED AND CURED WITH ACCEPTABLE CONCRETE CURING COMPOUND. TOOLED JOINTS SHALL BE PROVIDED AT INTERVALS OF NOT LESS THAN FIVE (5) FEET AND EXPANSION JOINTS AT INTERVALS OF NOT MORE THAN FORTY-FIVE (45) FEET. THE SIDEWALK SHALL HAVE A LATERAL SLOPE OF ONE-QUARTER (1/4) INCH PER FOOT.
11. FILL EMBANKMENTS SHALL BE FORMED OF SUITABLE MATERIAL PLACED IN SUCCESSIVE LAYERS NOT TO EXCEED MORE THAN SIX (6) INCHES IN DEPTH FOR THE FULL WIDTH OF THE CROSS-SECTION, INCLUDING THE WIDTH OF THE SLOPE AREA. NO STUMPS, TREES, BRUSH, RUBBISH OR OTHER UNSUITABLE MATERIALS OR SUBSTANCES SHALL BE PLACED IN THE EMBANKMENT. EACH SUCCESSIVE SIX (6) INCH LAYER SHALL BE THOROUGHLY COMPACTED BY THE SHEEPS-FOOT TAMPING ROLLER, 10-TON POWER ROLLER, PNEUMATIC-TIRED ROLLER, OR OTHER METHODS APPROVED BY THE ENGINEER. EMBANKMENTS OVER AND AROUND ALL PIPE CULVERTS SHALL BE OF SELECT MATERIAL, PLACED AND THOROUGHLY TAMPED AND COMPACTED AS DIRECTED BY THE ENGINEER.
12. ALL BACKFILL SHALL BE OF LOW PLASTICITY, FREE FROM ROOTS, VEGETATIVE MATTER, WASTE, CONSTRUCTION MATERIAL, AND OTHER OBJECTIONABLE MATERIAL. SAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND THE MATERIAL SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOWS OR PROOF ROLLING.
13. THE CONCRETE CURB AND GUTTER SHALL BE CONSTRUCTED ACCORDING TO THE LINES AND GRADES ESTABLISHED BY THE ENGINEER.
14. IN ORDER TO ENSURE PROPER DRAINAGE, CURB SHALL HAVE A MINIMUM OF 0.50% SLOPE, UNLESS SPILL CURB IS INDICATED ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING POSITIVE DRAINAGE AT ALL INTERSECTIONS. SPECIAL CARE MUST BE TAKEN AT LOCATIONS WHERE SPILL CURB IS INDICATED.
15. ALL PROPOSED GRADES SHOWN ON THESE PLANS ARE FINAL GRADES. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE APPROPRIATE SUBGRADE ELEVATIONS.
16. THE NCDOT ASSUMES NO RESPONSIBILITY FOR THE STRUCTURES AND/OR CLOSED DRAINAGE SYSTEM BEFORE THE PUBLIC ROAD RIGHT-OF-WAY.

RETAINING WALL NOTES

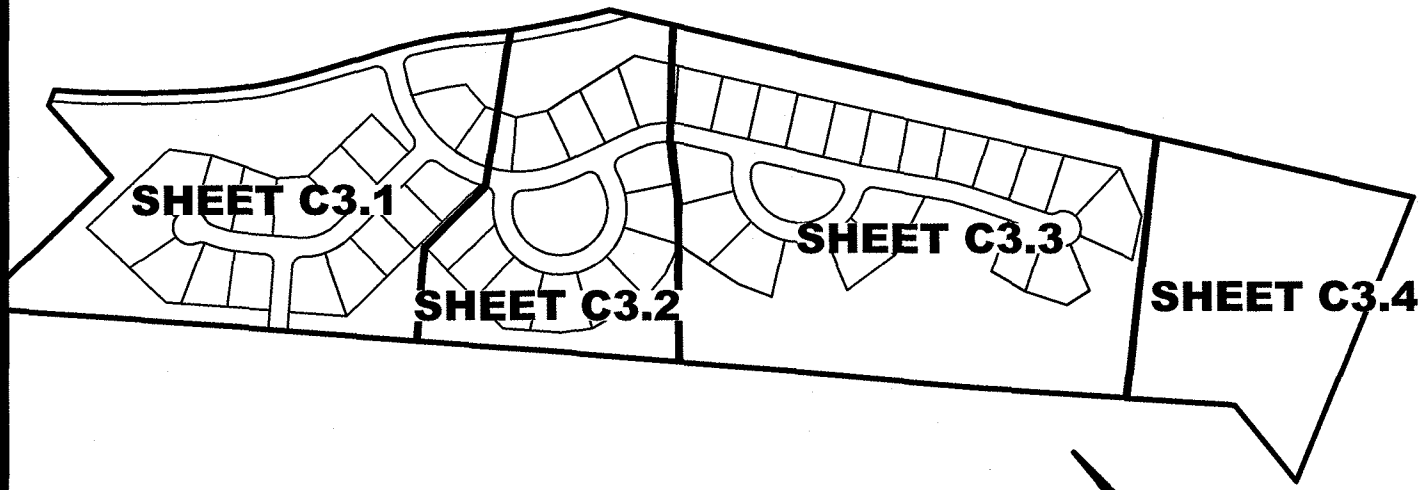
1. CONTRACTOR IS RESPONSIBLE FOR HAVING ALL RETAINING WALLS DESIGNED, SEALED, AND CONSTRUCTION CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER EXPERIENCED AND QUALIFIED IN SUCH WORK IN THE PROJECT LOCATION.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A BUILDING PERMIT FOR RETAINING WALL(S) PER STATE AND LOCAL BUILDING CODES.
3. CONTRACTOR AND CONTRACTOR'S REGISTERED PROFESSIONAL ENGINEER ARE RESPONSIBLE FOR PERFORMING OR CAUSING TO BE PERFORMED ANY REQUIRED TESTS, STUDIES, ANALYSIS, ETC THAT MAY BE NEEDED TO SUPPORT THE DESIGN OF THE RETAINING WALLS INCLUDING GLOBAL STABILITY ANALYSIS, TRIAXIAL SHEAR TESTS, AND OTHER TESTS, STUDIES, ANALYSIS, ETC AS MAY BE IDENTIFIED DURING THE DESIGN OF THE WALLS - MINIMUM REQUIREMENTS INCLUDE THE FOLLOWING:

A. COMPONENT		TEST
REINFORCED ZONE SOILS	RETAINED ZONE SOILS	STANDARD PROCTOR
		ATTERBERG LIMITS
		GRAIN SIZE ANALYSIS
FOUNDATION BEARING ZONE SOILS	FAILURE TYPE	GLOBAL STABILITY
		SLIDING
		OVERTURNING
OTHER INFORMATION FOR EACH COMPONENT (REINFORCED, RETAINED, AND FOUNDATION):	FRICTION ANGLE (PHI) PROVIDED BY GEOTECHNICAL ENGINEER	COHESION COEFFICIENT (C) PROVIDED BY GEOTECHNICAL ENGINEER
		SOIL UNIT WEIGHT PROVIDED BY GEOTECHNICAL ENGINEER
		RECOMMENDED LATERAL EARTH PRESSURE COEFFICIENTS PROVIDED BY GEOTECHNICAL ENGINEER

4. CONTRACTOR IS RESPONSIBLE FOR HAVING THE REGISTERED PROFESSIONAL ENGINEER WHO DESIGNED THE RETAINING WALLS CERTIFY THAT THE RETAINING WALLS WERE BUILT AND ARE IN CONFORMANCE WITH THE RETAINING WALL DRAWINGS, THESE SPECIFIC NOTES, AND THE CONSTRUCTION DOCUMENTS.
5. CONTRACTOR AND HIS REGISTERED PROFESSIONAL ENGINEER MAY NOT EXCLUDE OR ASSIGN TO OTHERS ANY OF THE OBLIGATIONS OR ITEMS NOTED.
6. FENCING SHALL BE INSTALLED ALONG THE TOP OF RETAINING WALLS. FENCE TYPE, LENGTH, AND HEIGHT SHALL BE PER THE DEVELOPER'S SPECIFICATIONS.



Agenda Item 8.F.



SWALE DESCRIPTION	Q25 FLOW (CFS)	SLOPE	WATER SURFACE DEPTH (FT.)	TOTAL DEPTH (FT.)	LINING REQ'D	TYPICAL CROSS SECTION
SWALE TO DI #A2	20.76	2%	1.57	3.30	N/A	
SWALE TO DI #B7	8.13	2%	1.10	3.20	N/A	
SWALE TO DI #C10	9.19	2%	1.14	4.00	N/A	
SWALE TO YI #E5	6.40	2%	1.38	2.71	N/A	
SWALE TO DI #E7	13.22	2%	1.89	3.58	N/A	
SWALE TO DI #G4	12.50	2%	1.30	3.33	N/A	

ESP Associates, P.A.  
P.O. Box 7030  
Charlotte, NC 28241  
3475 Lakemont Blvd.  
Fort Mill, SC 29708  
704-563-4648 (NC)  
803-802-2440 (SC)  
www.espaceassociates.com

**ESP**

NORTH CAROLINA  
LICENSE NO. C-0587  
ESP ASSOCIATES, P.A.

NORTH CAROLINA  
PROFESSIONAL  
SEAL  
025775  
ENGINEER  
DAVIS E. SIMMONS  
5-14-15

BY	REVISION	DATE	NO.	DESCRIPTION
KED	1	12/16/2014	1	REVISED FORCE MAIN EASEMENT
WRT	2	01/30/15	2	REVISED PER NCDOT COMMENTS
WRT	3	02/11/15	3	REVISED PER TOWN OF WEDDINGTON COMMENTS
KED	4	02/24/15	4	REVISED PER NCDOT COMMENTS
WRT	5	04/28/15	5	REVISED FOR DISTURBANCE LIMITS REVISIONS

OVERALL GRADING PLAN

**WEDDINGTON PRESERVE**

PULTE HOME CORP.

TOWN OF WEDDINGTON, NC

PROJECT INFORMATION

PROJECT MANAGER: MRR

DESIGNED BY: CAP

DRAWN BY: CAP

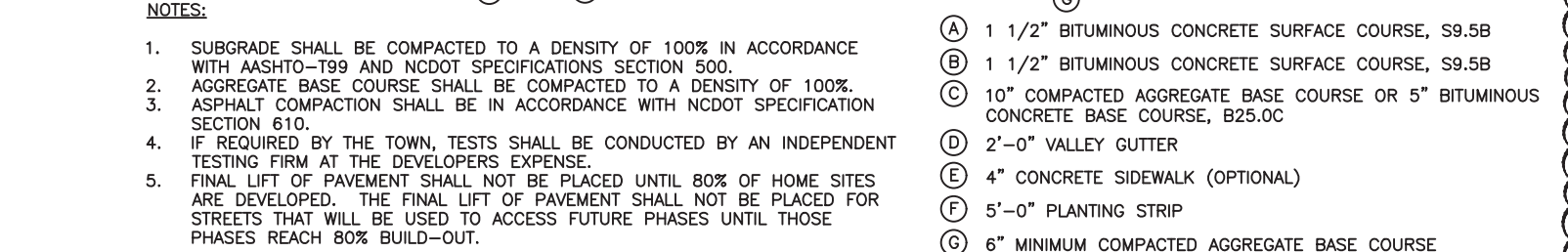
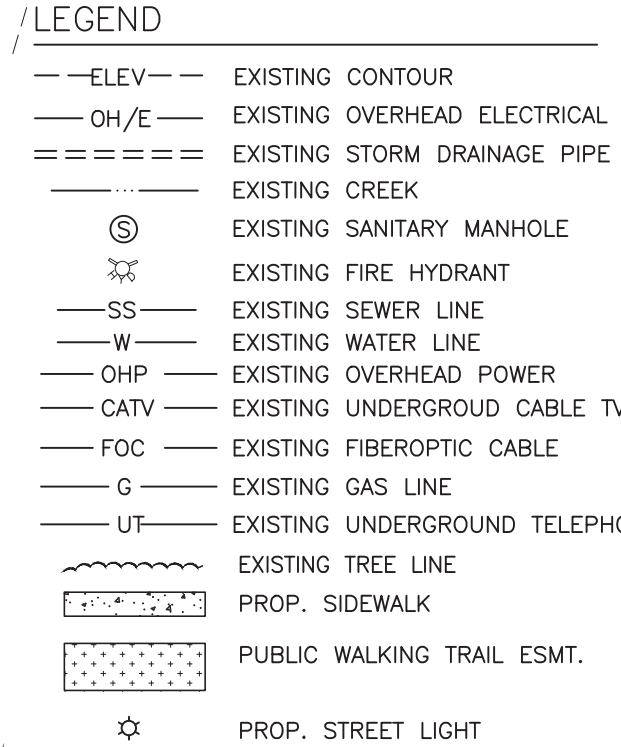
PROJECT NUMBER: BS27.400





ORIGINAL DATE: 12/05/14

SHEET: **C3.0**



TOWN OF WEDDINGTON, NORTH CAROLINA



PLANT SOURCE CODE	BOTANICAL NAME / COMMON NAME		QTY.	SIZE	SPACING
	QUFH	QUERCUS PHELLOS 'HIGHTOWER' / HIGHTOWER WILLOW OAK	26	2" CAL. MIN.	±40' O.C.
	PRXY	PRUNUS X YEDOENSIS / YOSHINO CHERRY	39 	12'-14" HEIGHT 2" CAL. MIN.	±25' O.C.
	ICBN	ILEX CORNUTA 'BURFORDII NANA' / DWARF BURFORD HOLLY	(183)	2" HT. 3/8" SPRD	4' O.C.

SPACING

±40' O.C.
±25' O.C.
4' O.C.

4

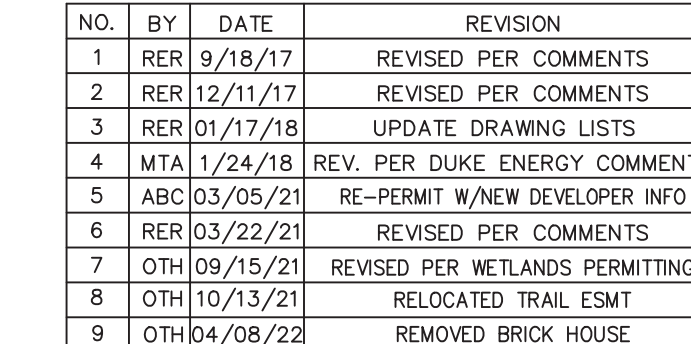
2. ALL VEGETATION IN THE EASEMENT MUST COMPLY WITH GUIDELINES & RESTRICTIONS ( AREA 'A' ) - NO TREES WITHIN WIRE ZONE (MEASURED 15' FROM OUTERMOST CONDUCTOR)

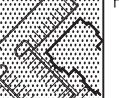

3. ALL VEGETATION IN THE EASEMENT MUST COMPLY WITH GUIDELINES & RESTRICTIONS ( AREA 'A' ) - NO TREES WITHIN WIRE ZONE (MEASURED 15' FROM OUTERMOST CONDUCTOR)

4. DUKE ENERGY HAS THE RIGHT TO REMOVE ANY/ALL VEGETATION WITHIN EASEMENT

NOTES:

1. SPECIES MAY BE SUBSTITUTED SO LONG AS THEY ARE FROM THE APPROVED LIST IN APPENDIX 1.
2. REQUIRED TREES AND SHRUBS WITHIN THE BUFFER SHALL MEET THE FOLLOWING STANDARDS:
  - a. SPECIES MUST BE APPROPRIATE TO THE REGION.
  - b. ALL TREES SHALL HAVE A MINIMUM CALIPER OF TWO INCHES MEASURED SIX INCHES ABOVE THE TRUNK. THE TOP OF THE TRUNK MUST BE FREE OF DAMAGE.
  - c. SHRUBS SHALL BE EVERGREEN AND AT LEAST THREE FEET TALL WHEN PLANTED WITH AN AVERAGE HEIGHT OF SIX FEET IN THREE TO FOUR YEARS. HOWEVER, 25 PERCENT OF THE SHRUBS MAY VARY FROM THE ABOVE STANDARDS. THE ALLOWED VARIATIONS ARE AS FOLLOWS:
    1. SHRUBS MAY BE DECIDUOUS
    2. SHRUBS MAY BE TWO FEET TALL WHEN PLANTED, PROVIDED AN AVERAGE HEIGHT OF THREE TO FOUR FEET IS EXPECTED IN NORMAL GROWTH BUFFER FOUR YEARS
    3. SHRUBS PLANTED ON A BERM MAY BE OF LESSER HEIGHT, PROVIDED THE COMBINED HEIGHT OF THE BERM AND PLANTINGS IS AT LEAST EIGHT FEET AFTER FOUR YEARS.
  - d. SHRUBS MUST BE FREE FROM DISEASE AND INSEST PESTS UPON PLANTING TO CHAPTER 5B.
  - e. ALL SPECIFICATIONS FOR THE MEASUREMENT, QUALITY, AND INSTALLATION OF TREES AND SHRUBS SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, THE AMERICAN NATIONAL STANDARD FOR TREE AND SHRUB NURSERY, AND FREE OF DISEASE AND INSEST.
  - f. TWENTY-FIVE PERCENT OF ALL TREES WILL BE EVERGREEN.
3. THE DEVELOPER SHALL REPLACE ANY PLANT MATERIAL WHICH HAS NOT REMAINED VIALR OR HAS FAILED TO STABILIZE THE SOIL THROUGH TWO CONSECUTIVE GROWING SEASON.
4. ALL VEGETATION IN DE EASEMENT MUST COMPLY WITH GUIDELINES & RESTRICTIONS ( AREA "A" ) - NO TREES WITHIN WIRE ZONE ( MEASURED 15' FROM OUTERMOST CONDUCTOR)
5. DUKE ENERGY HAS THE RIGHT TO REMOVE ANY/ALL VEGETATION WITHIN EASEMENT



	Project: <b>WEDDINGTON GLEN</b> WEDDINGTON, NORTH CAROLINA		
	Title: <b>COVER SHEET</b>		
	File #: 16157-SP.DWG	Date: 06/28/17	Project Egr: ABC
	 <b>THE ISAACS GROUP</b> CIVIL ENGINEERING DESIGN AND SURVEY		Design By: ABC Drawn By: RER Scale: 1"=1'
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335			



# Agenda Item 9.B.

**TOWN OF WEDDINGTON  
SUMMARY PROPOSED GENERAL FUND BUDGET  
FYE 6/30/2023**

<b>Tax Rate 4.8 cents</b>	<b>FY2022 AMENDED BUDGET</b>	<b>FY2023 PROPOSED BUDGET</b>
<b>Revenues</b>		
Ad Valorem Taxes	\$ 1,551,860	\$ 1,517,000
State-Collected Revenues	940,000	1,042,500
ARPA Federal Funds	165,000	
Zoning and Subdivision Revenues	\$ 44,700	\$ 30,000
Other Revenues	\$ 1,380	\$ 2,000
<b>Total Revenues</b>	<b>\$ 2,702,940</b>	<b>\$ 2,591,500</b>
<b>Expenditures</b>		
Administrative Expenditures	\$ 842,015	\$ 552,540
Planning and Zoning Expenditures	624,350	780,085
General Government Expenditures	1,236,575	1,258,875
<b>Total Expenditures</b>	<b>\$ 2,702,940</b>	<b>\$ 2,591,500</b>
<b>Appropriation from Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>





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## MEMORANDUM

**TO:** Mayor and Town Council  
**FROM:** Karen Dewey, Town Administrator/Clerk  
**DATE:** June 13, 2022  
**SUBJECT:** Solid Waste Collection Contract with Active Waste Solutions

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At the September 13, 2021 Regular Town Council meeting, Council unanimously voted to enter into contract negotiations for solid waste collection with Active Waste Solutions. Staff has negotiated a contract with Active Waste Representatives and has presented it to Council with updated bid amounts. Staff requests direction on entering into a contract with Active Waste Solutions for solid waste collection beginning in January 2023.

*Attachments:  
Final Draft Contract for Services with Active Waste Solutions  
Exhibit 1 Summary of Services and Prices (edited)*

## CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") between **The Town of Weddington** ("Town") and **Active Waste Solutions, LLC** ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Bulk/E-Waste, Yard Waste, and Storm Debris and other additional collection and disposal Services (collectively the "Services"), as more particularly described and in accordance with the terms and conditions stated herein including the Summary of Services and Prices attached hereto and incorporated herein by reference as Exhibit 1, the Request for Proposals For Solid Waste Collection Services (the "RFP") a copy of which is attached hereto and incorporated herein by reference as Exhibit 2, and Active Waste Solutions Response to RFP a copy of which is attached hereto and incorporated herein by reference as Exhibit 3. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control. The Contractor shall begin collection Services on July 1, 2022.

The Term of this Contract is set forth below.

The Contractor 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 Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (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 complete the Services, (iv) it shall perform 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 Town.** Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis.

Accordingly, see Section 14 of the Standard Terms and Conditions.

3. **Initial Term and Town Options to Extend.** The term of this Agreement and performance shall commence on the Effective Date and terminate on June 30, 2027 (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), additional two-year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Town does not opt to renew the Contract, or the Town and Contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this Contract under the terms set forth herein for a period of six months total for the purpose of completion of Services started prior to current Contract expiration or until anew Contract can be established.

4. Fuel Surcharge. The section titled “Fuel Surcharge” on page 20 of the Solid Waste Services Request for Proposals is hereby deleted in its entirety and replaced with the following:

*“Fuel Surcharge: All Proposals shall include their current cost for fuel in their proposal. The starting cost of fuel will be on June 1, 2022. The cost of fuel will be based on using the prices for the lower Atlantic Region of the US Energy Information Administration Index: <https://www.eia.gov/petroleum/gasdiesel/>. If the cost of fuel increases more than 10% in the six (6) months following July 1<sup>st</sup>, 2022, the Town will negotiate a monthly fuel adjustment fee to be added to the next monthly billing. If the cost of the fuel decreases more than 10% in the six (6) months following July 1<sup>st</sup>, 2022, the Town will negotiate a reduction in price that will be reflected in the next monthly billing.\* The percentage of pricing per household per month allocated to the cost of fuel is \_\_\_\_\_.*

5. Liquidated Damages. The section titled “Liquidated Damages/Negative Adjustments” on page 21 of the Solid Waste Services Request for Proposals is hereby deleted in its entirety and replaced with the following:

*Liquidated Damages: Quality customer service is of the utmost importance to the Town. It is the intent of the parties that the Contractor shall provide high quality collection Services to the Town. To that end, the Contractor shall cure all failures to provide service in accordance with and within the time limits set forth in the contract. If the Contractor fails to remedy such failures, provided such failure is not caused by action or inaction by the Town, the Town, without waiving other remedies it may have under the contract, at law, or in equity, may deduct from any amounts otherwise payable to the Contractor as liquidated damages according to the following schedule. The amount of the liquidated damages set forth below is not intended as a penalty and is reasonably calculated based upon the Town’s potential costs in completing the work or otherwise interfering with the Town’s operations and resident Services.*

*Liquidated Damages may be deducted from the monthly payment to the Contractor.*

#### ***Liquidated Damages***

#	<b><i>Incident</i></b>	<b><i>Cost Schedule</i></b>
1.	<i>Failure to complete any route within 24 hours of the regular service day, without notification to Town’s authorized representative.</i>	<i>\$500 per route</i>
2.	<i>Failure to deliver any residential solid waste, yard waste or recyclables to a designated facility.</i>	<i>\$1,000 per incident</i>
3.	<i>Collection and disposal of recyclables as if solid waste or trash.</i>	<i>\$1,000 per incident</i>
4.	<i>Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) within 24 hours of written notice of such spillage is received provided by the Town, subject to any clearance by the fire department .</i>	<i>\$3,000 per incident</i>
5.	<i>Failure to correct deficiencies in cleanliness, safety, or sanitation of equipment within 48 hours of written request.</i>	<i>\$100 per incident</i>
6.	<i>Failure to deliver container for new service, or replace lost, stolen or damaged container within two (2) business days of request. If extenuating circumstances exist that may prohibit a new cart, a temporary cart will be allowed upon written request from the Town representative but under no circumstances shall a used cart be allowed more than 3 months.</i>	<i>\$100 per incident</i>
7.	<i>Failure to repair damage to customer property upon written</i>	<i>\$100 per incident</i>

	<i>notice from respective Town and determination of Proposer's liability.</i>	
8.	<i>Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Town. failure to notice Town of emergency unload.</i>	<i>\$500 per incident</i>
9.	<i>Failure to properly display Proposer's name, phone number, on collection vehicles and service vehicles.</i>	<i>\$100 per incident</i>
10.	<i>Misrepresentation by Contractor in records or reporting.</i>	<i>\$1500 per incident</i>
11.	<i>Failure to notify Town of emergency unload or other emergency situation.</i>	<i>\$500 per incident</i>
12.	<i>Failure to collect and clean-up emergency unload on day of incident upon fire department clearance.</i>	<i>\$3000 per incident</i>

In addition to the liquidated damages provided above, the Town reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches including the right to pursue actual damages if easily calculable and to terminate the Contract.

6. Project Coordinator. **Karen Dewey, Town Administrator**, is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.
7. Contractor Supervisor. **Heather Hamilton** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
8. Methods of Payment. Town will make payment after invoices are approved on a net 30-day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Town's Finance Department to establish mutually acceptable billing documents. The Town will retain full auditing rights of Contractor's accounting records as they pertain to the Town's Contract. Town will not pay for any Services in advance without the prior approval of the Finance Officer. After commencement of collection Services, Contractor shall submit invoices on the following schedule: by the fifteenth (15<sup>th</sup>) day of the month, beginning August 15, 2022.
9. Notice. |  

Town of Weddington Attn: Town Administrator 1924 Weddington Road  
Weddington, NC 28104  
Email: [kdewey@townofweddington.com](mailto:kdewey@townofweddington.com)  
Phone: 704.846.2709

To Contractor: Active Waste Solutions, LLC.  
Name: Heather Hamilton  
Address: PO Box. 10 Waxhaw, NC, 28173  
Email: [hhamilton@activewastesolutions.com](mailto:hhamilton@activewastesolutions.com)  
Phone: (704)303-3234
10. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.
11. 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.

**Exhibit/Attachment List:**

**Attachment A:** Standard Terms and Conditions

**Exhibit 1:** Summary of Services and Prices

**Exhibit 2:** Request for Proposals For Solid Waste Collection Services

**Exhibit 3:** Active Waste Solutions Response to RFP

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY] [SIGNATURES  
ON NEXT PAGE]**

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

**ACTIVE WASTE SOLUTIONS, LLC.**

<hr/>	
Signature of Authorized Representative	Date
<hr/>	
Contractor's Federal Identification # [if Contract is with Organization or Social Security Number if individual]	

**TOWN OF WEDDINGTON**

<hr/>	<hr/>
Town Administrator	Date

<hr/>	<hr/>
Mayor	Date

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

<hr/>	<hr/>
Town Finance Officer	Date

## **ATTACHMENT A**

### **Standard Terms and Conditions**

1. **Entire Agreement.** The terms and provisions set forth in the Contract, the Summary of Services and Prices, these Standard Terms and Conditions, the RFP, and the Active Waste Solutions, LLC. Response to RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by 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 Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. 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 Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
2. **Invoices.** It is understood and agreed that Services will be provided at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
3. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. **Nondiscrimination.** During the performance of the Contract, Contractor 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.
5. **Conflict of Interest.** Contractor represents and warrants that no member of 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. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. **Gratuities to Town.** The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
7. **No Kickbacks to Contractor.** Contractor 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 Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
8. **E-Verification.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. **Indemnification.** Contractor shall indemnify and hold harmless 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 Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless 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.
10. **Insurance.** Insurance requirements are specifically set forth in the RFP, a copy of which is attached hereto and incorporated herein by reference as Exhibit 2.

11. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, 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 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for Services actually performed through the date of termination.
12. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or Services and any expenses incurred in connection therewith.
13. Transition in Service. In the event Services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of Services and minimal inconvenience to customers served.
14. Contract Funding. It is understood and agreed between Contractor and Town that 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 Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to 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. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
17. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
20. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfulfilled part of the Contract without any liability whatsoever.
23. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
24. Background Checks. At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
25. 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.

26. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor 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.
27. Force Majeure. If 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 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 Town.
28. Strict Compliance. 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.
29. General Provisions. 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 Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
30. 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. Nondiscrimination. During the performance of the Contract, Contractor 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.
31. Monitoring and Evaluation. Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the Services of Contractor's employee.
32. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. Inspection at Contractor's Site. Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

## **EXHIBIT 1**

### **Summary of Services and Prices**

#### **Services below are billed directly to the Town**

Weekly Curbside Residential for One (1) 96 GL Rollout Household Trash	\$10.15 Per Household Per Month
Residential for One (1) 96GL rollout every other week single stream recycling	\$4.80 Per Household Per Month
One (1) 45GL Rollout for every other week Glass Recycling	\$2.46 Per Household Per Month

#### **Services below billed directly to Residents**

Extra Carts	96 GL Rollout Household Trash:\$30 delivery/\$10 per month for weekly service 96 GL Rollout Recycling: 45 GL Rollout Glass Recycling:
Bulk Pick-up	\$18.00 service fee plus cost of item
Acceptable Bulk Waste Items:	<ul style="list-style-type: none"><li>▪ Air conditioners - Window units only not to exceed 45 lbs. -\$75.00</li><li>▪ Appliances (residential stoves, microwaves, dishwashers, washer, dryer); must be empty; refrigerators/freezers- remove doors -\$125.00 per item</li><li>▪ Basketball goal (portable) - Remove concrete base &amp; dismantle; concrete will not be collected - \$85.00 per item</li><li>▪ Bed and bed frames - Dismantle. \$50.00 per item</li><li>▪ Bicycles \$25.00 per item</li><li>▪ Carpet/floor coverings- Roll &amp; cut no longer than 4 ft.; Up to 4- rolls accepted (max. 25-lbs each) \$35.00</li><li>▪ Couches/Chairs \$125.00 per item</li><li>▪ Computers \$25.00 per item</li><li>▪ China cabinet hutches - Empty; tape any glass - \$120.00 per item</li><li>▪ Desks/Dressers - Empty. \$50.00 per item</li><li>▪ Entertainment centers - Empty; tape any glass - \$60.00 per item</li><li>▪ Fencing – wood fencing only, no metal fences. Remove or flatten protruding nails; limited to 45 lbs. \$35.00 for one bundle</li><li>▪ Fireplace inserts - Remove bricks; no bricks collected. \$25.00 per insert</li></ul>

	<ul style="list-style-type: none"> <li>▪ Garbage cans - Tag with a note indicating to take the can \$10.00 per can</li> <li>▪ Glass doors, windows, table inserts - Using tape, make an X over the glass and place at curbside \$40.00 per item.</li> <li>▪ Grills - Remove propane tanks; 45 lbs. or less; no commercial grills. \$35.00 per item</li> <li>▪ Gutters - 4 ft. or less. \$25 per bundle of 5 4 ft pieces</li> <li>▪ Lawnmowers - Remove gasoline and battery, if applicable. \$35.00 per item</li> <li>▪ Linoleum - Roll &amp; cut no longer than 4 ft.; Up to 4- rolls accepted (max. 10-lbs each) \$50.00</li> <li>▪ Mattresses – can be rejected upon sight of any contamination or not accepted at all based on regulation at landfills \$100.00 per mattress</li> <li>▪ Patio furniture - \$40.00 per item</li> <li>▪ Pianos or organs - 45 lbs. or less; dismantle. \$50.00 per item</li> <li>▪ Play sets/swing sets- Remove concrete base and dismantle, remove or flatten nails - \$125.00 per item</li> <li>▪ Plumbing materials - \$20 per item</li> <li>▪ Plywood &amp; paneling - No larger than 1 in. thick x 4 ft. x 4 ft. - \$50.00</li> <li>▪ Pool Covers - Folded; only folded cover; 45 lbs. or less will be collected. \$75.00</li> <li>▪ Space heaters, oil and kerosene heaters; Must be emptied -\$50 per item</li> <li>▪ Televisions - no consoles – weight limit 45 lbs. \$50.00 per item</li> <li>▪ Toys (large) \$10 per toy</li> <li>▪ Windows- Tape and all glass – not to exceed 45 lbs. \$40.00 per item</li> </ul>
Yard Waste	<p>\$12.00 for 5 25 gallon clear plastic bags</p> <p>\$2.00 for Each additional bag</p>

**EXHIBIT 1**

**Summary of Services and Prices**

**Services below are billed directly to the Town**

Weekly Curbside Residential for One (1) 96 GL Rollout Household Trash	<del>\$8.20</del> <u>10.15</u> Per Household Per Month
<del>Weekly</del> Residential for One (1) 96GL rollout <u>every other week single stream</u> recycling	<del>\$5.50</del> <u>4.80</u> Per Household Per Month
One (1) 45GL Rollout for <u>every other week</u> Glass Recycling	<del>\$1.00</del> <u>2.46</u> Per Household Per Month

**Services below billed directly to Residents**

Extra Carts	96 GL Rollout Household Trash: <u>\$30 delivery/\$10 per month for weekly service</u> 96 GL Rollout Recycling: 45 GL Rollout Glass Recycling:
Bulk Pick-up	<del>\$15.00</del> <u>18.00</u> service fee plus cost of item
Acceptable Bulk Waste Items:	<ul style="list-style-type: none"> <li>▪ Air conditioners - Window units only not to exceed 45 lbs. -\$75.00</li> <li>▪ Appliances (residential stoves, microwaves, dishwashers, washer, dryer); must be empty; refrigerators/freezers- remove doors -\$125.00 per item</li> <li>▪ Basketball goal (portable) - Remove concrete base &amp; dismantle; concrete will not be collected - \$85.00 per item</li> <li>▪ Bed and bed frames - Dismantle. \$50.00 per item</li> <li>▪ Bicycles \$25.00 per item</li> <li>▪ Carpet/floor coverings- Roll &amp; cut no longer than 4 ft.; Up to 4- rolls accepted (max. 25-lbs each) \$35.00</li> <li>▪ Couches/Chairs \$125.00 per item</li> <li>▪ Computers \$25.00 per item</li> <li>▪ China cabinet hutches - Empty; tape any glass - \$120.00 per item</li> <li>▪ Desks/Dressers - Empty. \$50.00 per item</li> <li>▪ Entertainment centers - Empty; tape any glass - \$60.00 per item</li> <li>▪ Fencing – wood fencing only, no metal fences. Remove or flatten protruding nails; limited to 45 lbs. \$35.00 for one bundle</li> <li>▪ Fireplace inserts - Remove bricks; no bricks collected. \$25.00 per insert</li> </ul>

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Yard Waste	<p><del>\$10.00</del>12.00 for 5 <u>25 gallon clear plastic Biodegradable</u> bags</p> <p>\$2.00 for Each additional bag</p>



## MEMORANDUM

**TO:** Planning Board, Mayor and Town Council  
**FROM:** Robert G. Tefft, Town Planner  
**DATE:** May 23, 2022 (REVISED June 8, 2022)  
**SUBJECT:** Weddington Glen, R-CD Conservation Subdivision, Conditional Zoning and Preliminary Plat Amendment

### APPLICATION INFORMATION:

**SUBMITTAL DATE:** March 5, 2021 (Original); April 8, 2022 (Amendment)  
**PROPERTY LOCATION:** Southwest corner of Weddington-Matthews Road and Hemby Road  
**PARCEL ID#:** 06123012 (portion), 06120003, and 06120002B  
**LAND USE:** Residential Conservation  
**ZONING:** Residential Conservation District (R-CD)

### PROJECT HISTORY:

The project originally held its PIMs on February 20, 2017, with a sketch plan subsequently approved by the Planning Board on February 27, 2017, and a preliminary plat recommended for approval on December 18, 2017. The Town Council approved the Preliminary Plat on February 12, 2018.

This approval, however, was voided because two-years passed without the submittal of a final plat per Section 46-44(d)(2).

On March 22, 2021, the Planning Board reviewed a new preliminary plat and expressed concerns over runoff into the Bromley subdivision and whether any downstream studies were completed. The Board discussed whether additional right-of-way was needed for future improvements at the intersection of Hemby and Weddington-Matthews Roads.



Figure 1 - Aerial

Additionally, the Board discussed sewer capacity and whether to put a stipulation regarding a fountain or aerator in the wet pond to keep it from becoming stagnant. The Town Council approved the Preliminary Plat on April 12, 2021.

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## PROJECT INFORMATION:

Beechwood Weddington, LLC has applied to amend their prior preliminary plat approval for 35 lots on 49.02 acres to remove 40,255 square feet located near the intersection of Weddington-Matthews and Hemby Roads. This portion of land contains an existing single-family dwelling which was previously proposed to be demolished as a part of this project.

The amended subdivision will consist of 35 lots on 48.096 acres at a density of 0.72 dwelling units per acre. There are no other changes proposed to the Preliminary Plat. All requirements of the Town's Code of Ordinances will continue to be met with this amendment, including the retention of 50% of the gross acreage as conservation land. The amended 48.096-acre site requires 24.05 acres of conservation land, and 24.16 acres will be provided.

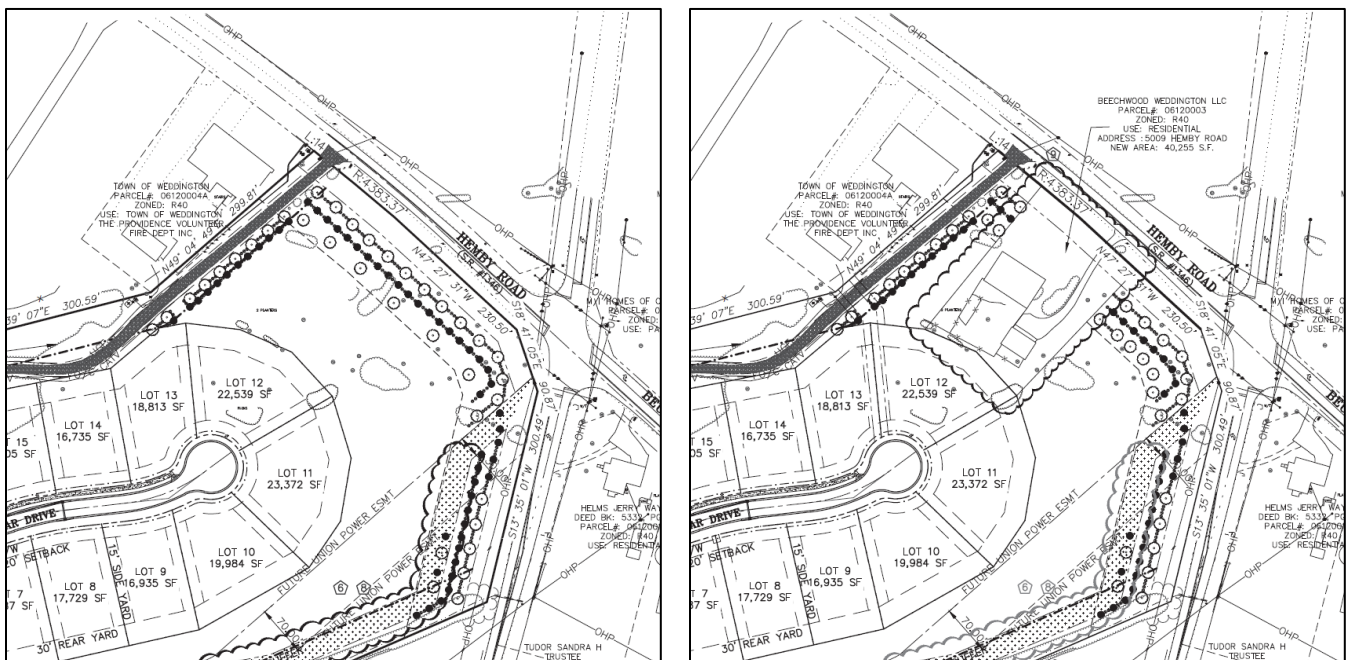


Figure 2: Preliminary Plat, Approved / Amended

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## RECOMMENDATION:

At their meeting of May 31, 2022, the Planning Board voted 7-0 recommend approval of the Conditional Zoning and Preliminary Plat amendment, subject to the condition that a sewer connection be made available for the property being removed from the plat.

Staff finds that the proposal is consistent with the prior approvals, as well as being consistent with the requirements of the Code (pre-2021); therefore, staff recommends approval, subject to the recommended condition of the Planning Board.

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## Attachments:

- Revised Preliminary Plat

**TOWN OF WEDDINGTON  
SUMMARY PROPOSED GENERAL FUND BUDGET  
FYE 6/30/2023**

<b>Tax Rate 4.8 cents</b>	<b>FY2022 AMENDED BUDGET</b>	<b>FY2023 PROPOSED BUDGET</b>
<b>Revenues</b>		
Ad Valorem Taxes	\$ 1,551,860	\$ 1,517,000
State-Collected Revenues	940,000	1,042,500
ARPA Federal Funds	165,000	
Zoning and Subdivision Revenues	\$ 44,700	\$ 30,000
Other Revenues	\$ 1,380	\$ 2,000
<b>Total Revenues</b>	<b>\$ 2,702,940</b>	<b>\$ 2,591,500</b>
<b>Expenditures</b>		
Administrative Expenditures	\$ 842,015	\$ 552,540
Planning and Zoning Expenditures	624,350	780,085
General Government Expenditures	1,236,575	1,258,875
<b>Total Expenditures</b>	<b>\$ 2,702,940</b>	<b>\$ 2,591,500</b>
<b>Appropriation from Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>



**TOWN OF WEDDINGTON  
PROPOSED GENERAL FUND BUDGET  
FY2023**

	ACTUAL AS OF 6/30/21	AMENDED BUDGET FY22	ACTUAL 5/31/2022	PROPOSED BUDGET FY23
REVENUE:				
10-3101-110 AD VALOREM TAX - CURRENT	1,202,284.82	1,425,000.00	1,420,223.07	1,400,000.00
10-3102-110 AD VALOREM TAX - 1ST PRIOR YR	11,498.68	2,360.00	1,979.75	2,500.00
10-3103-110 AD VALOREM TAX - NEXT 8 YRS PRIOR	3,551.04	2,250.00	3,245.96	2,250.00
10-3110-121 AD VALOREM TAX - MOTOR VEH CURRENT	115,454.70	120,000.00	91,723.30	110,000.00
10-3115-180 TAX INTEREST	4,396.38	2,250.00	3,101.97	2,250.00
10-3231-220 LOCAL OPTION SALES TAX REV - ART 39	492,486.94	470,000.00	529,320.07	540,000.00
10-3322-220 BEER & WINE TAX	46,610.27	45,000.00	52,534.98	45,000.00
10-3324-220 UTILITY FRANCHISE TAX	455,769.04	425,000.00	229,028.09	457,500.00
10-3329-220 ARPA FUNDS TRANSFERRED FROM SPEC REV		165,000.00		
10-3340-400 ZONING & PERMIT FEES	33,880.00	25,000.00	35,343.50	10,000.00
10-3350-400 SUBDIVISION FEES	10,902.50	3,500.00	2,360.00	10,000.00
10-3360-400 STORMWATER EROSION	4,346.12	16,200.00	16,800.00	10,000.00
10-3830-891 MISCELLANEOUS REVENUES	16,395.83	1,000.00	9,593.51	1,000.00
10-3831-491 INVESTMENT INCOME	2,548.84	380.00	270.78	1,000.00
TOTAL REVENUE	2,400,125.16	2,702,940.00	2,395,524.98	2,591,500.00
GENERAL GOVERNMENT EXPENDITURE:				
10-4110-126 FIRE DEPT SUBSIDIES	783,798.00	801,625.00	734,639.62	817,675.00
10-4110-127 FIRE DEPT CAPITAL/BLDG MAINTENANCE	0.00	10,000.00		10,000.00
10-4110-128 POLICE PROTECTION	303,422.92	316,925.00	317,333.70	334,775.00
10-4110-192 ATTORNEY FEES - GENERAL	72,640.50	65,000.00	52,800.50	67,500.00
10-4110-193 ATTORNEY FEES - LITIGATION		5,000.00		5,000.00
10-4110-195 ELECTION EXPENSE		13,000.00	12,753.37	3,000.00
10-4110-340 PUBLICATIONS		2,500.00		
10-4110-341 TURKEY TROT		0.00		
10-4110-342 HOLIDAY/TREE LIGHTING	3,606.90	4,500.00	2,521.12	4,500.00
10-4110-343 SPRING EVENT	520.93	10,175.00	1,650.00	10,175.00
10-4110-344 OTHER COMMUNITY EVENTS	527.19	4,850.00		2,250.00
10-4110-495 EVENT PUBLIC SAFETY		3,000.00	460.50	4,000.00
TOTAL GENERAL GOVT EXPENDITURE	1,164,516.44	1,236,575.00	1,122,158.81	1,258,875.00
ADMINISTRATIVE EXPENDITURE:				
10-4120-121 SALARIES - CLERK	28,187.24	54,275.00	44,465.38	50,500.00
10-4120-123 SALARIES - TAX COLLECTOR	50,081.17	58,500.00	50,260.74	53,000.00
10-4120-124 SALARIES - FINANCE OFFICER	16,314.82	18,000.00	16,872.88	13,500.00
10-4120-125 SALARIES - MAYOR & TOWN COUNCIL	25,200.00	27,000.00	24,638.80	25,200.00
10-4120-181 FICA EXPENSE	9,162.92	15,000.00	10,252.78	10,875.00
10-4120-182 EMPLOYEE RETIREMENT	12,696.90	25,000.00	17,518.07	17,150.00
10-4120-183 EMPLOYEE INSURANCE	14,764.50	16,000.00	12,760.00	15,000.00
10-4120-184 EMPLOYEE LIFE INSURANCE	157.92	200.00	187.20	180.00
10-4120-185 EMPLOYEE S-T DISABILITY	144.00	200.00	143.00	175.00
SALARY ADJUSTMENTS		0.00		9,010.00
10-4120-191 AUDIT FEES	8,500.00	8,750.00	8,500.00	8,750.00
10-4120-193 CONTRACT LABOR	42,121.50	103,000.00	86,863.58	51,500.00
10-4120-200 OFFICE SUPPLIES - ADMIN	6,167.97	17,000.00	8,243.67	9,000.00
10-4120-210 PLANNING CONFERENCE	328.19	1,000.00	307.98	750.00
10-4120-321 TELEPHONE - ADMIN	1,660.23	2,000.00	1,307.09	2,000.00
10-4120-325 POSTAGE - ADMIN	949.25	2,500.00	2,020.83	2,500.00
10-4120-331 UTILITIES - ADMIN	3,193.05	5,000.00	3,095.36	5,000.00
10-4120-351 REPAIRS & MAINTENANCE - BUILDING	11,506.38	12,500.00	5,067.00	7,500.00
10-4120-352 REPAIRS & MAINTENANCE - EQUIPMENT	69,436.42	80,000.00	63,863.39	72,450.00

**TOWN OF WEDDINGTON  
PROPOSED GENERAL FUND BUDGET  
FY2023**

Changes in yellow		ACTUAL	AMENDED	ACTUAL	PROPOSED
		AS OF 6/30/21	BUDGET FY22	5/31/2022	BUDGET FY23
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	50,440.96	92,500.00	40,379.00	102,500.00
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	450.08	1,500.00	973.36	1,500.00
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	5,600.00	6,000.00	4,300.00	6,000.00
10-4120-500	CAPITAL EXPENDITURES	75,984.33	105,000.00	88,514.11	19,500.00
10-4120-370	ADVERTISING - ADMIN	630.47	1,000.00	39.10	1,000.00
10-4120-397	TAX LISTING & TAX COLLECTION FEES	-1,458.62	500.00	265.30	500.00
10-4120-400	ADMINISTRATIVE:TRAINING	3,022.63	4,500.00	1,808.13	4,500.00
10-4120-410	ADMINISTRATIVE:TRAVEL	1,818.54	4,500.00	3,772.94	4,000.00
10-4120-450	INSURANCE	15,277.47	16,570.00	14,809.94	16,500.00
10-4120-491	DUES & SUBSCRIPTIONS	22,672.26	25,000.00	18,458.13	25,000.00
10-4120-498	GIFTS & AWARDS	528.57	2,000.00	682.63	2,000.00
10-4120-499	MISCELLANEOUS	3,692.25	17,020.00	8,958.88	15,500.00
10-4120-999	CONTINGENCY	0.00	120,000.00		
TOTAL ADMINISTRATIVE EXPENSE		479,231.40	842,015.00	539,329.27	552,540.00
PLANNING & ZONING EXPENDITURE:					
10-4130-121	SALARIES - PLANNER/ADMINISTRATOR	71,130.33	82,500.00	5,023.90	82,500.00
10-4130-122	SALARIES - ASST ZONING ADMINISTRATOR		500.00		0.00
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	30,769.47	30,000.00	24,207.87	18,250.00
10-4130-124	SALARIES - PLANNING BOARD	4,550.00	5,100.00	3,350.00	5,150.00
10-4130-125	SALARIES - SIGN REMOVAL	3,545.60	7,000.00	2,720.63	7,500.00
10-4130-181	FICA EXPENSE - P&Z	8,118.61	10,000.00	2,576.63	8,725.00
10-4130-182	EMPLOYEE RETIREMENT - P&Z	16,814.37	15,000.00	3,412.36	19,250.00
10-4130-183	EMPLOYEE INSURANCE - P&Z	15,470.00	17,500.00	4,640.00	15,000.00
10-4130-184	EMPLOYEE LIFE INSURANCE - P&Z	207.20	265.00	40.32	275.00
10-4130-185	EMPLOYEE S-T DISABILITY - P&Z	120.00	175.00	52.00	175.00
	SALARY ADJUSTMENTS		0.00		3,510.00
10-4130-192	CONSULTING STORMWATER EROSION CONTROL	58,706.13	90,000.00	60,443.05	84,000.00
10-4130-193	CONSULTING	57,135.86	63,560.00	34,098.03	60,000.00
10-4130-194	CONSULTING - COG	8,047.00	32,000.00	4,960.00	10,000.00
10-4130-200	OFFICE SUPPLIES - PLANNING & ZONING	5,582.16	7,500.00	7,953.67	7,500.00
10-4130-201	ZONING SPECIFIC OFFICE SUPPLIES	13,035.22	2,500.00	55.49	2,500.00
10-4130-215	HISTORIC PRESERVATION	0.00	250.00		250.00
10-4130-220	INFRASTRUCTURE	-113.95	250,000.00	173,058.00	445,000.00
10-4130-321	TELEPHONE - PLANNING & ZONING	1,660.33	2,000.00	1,307.11	2,000.00
10-4130-325	POSTAGE - PLANNING & ZONING	806.07	2,500.00	2,057.08	2,500.00
10-4130-331	UTILITIES - PLANNING & ZONING	3,360.54	5,000.00	3,595.81	5,000.00
10-4130-370	ADVERTISING - PLANNING & ZONING	509.77	1,000.00	39.10	1,000.00
TOTAL PLANNING EXPENSE		299,454.71	624,350.00	333,591.05	780,085.00
TOTAL EXPENDITURES		1,943,202.55	2,702,940.00	1,995,079.13	2,591,500.00
NET OPERATING REVENUES/(EXPENDITURES)		456,922.61	0.00	400,445.85	(0.00)

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

Changes in yellow

		PROPOSED FY2023	FY2022
ESTIMATED OPERATING REVENUES		610,345.00	559,440.00
Zoning & Permit Fees		5,000.00	15,000.00
Subdivision Fees			
Weddington Green??			
Future unidentified		5,000.00	5,000.00
Driveway easement			
TOTAL ADJUSTED NET OPERATING REVENUES		620,345.00	579,440.00
<u>Proposed non-operating expenditures to be funded</u>			
WCVFD	Fire service contract increase (requested 2%; actual ad valorem 1.59%)	16,050.00	17,625.00
Police	Increase in contract price (approx 4%)	17,850.00	13,815.00
Public Safety	New radar trailer	12,500.00	
Attorney	Board of Adjustment; miscellaneous	2,500.00	5,000.00
Parks & Rec	Spring Event (B30Shredding) - event now sponsored by Truliant	0.00	0.00
	Bunny Hop/Movie Nights/Back to School Drive	1,500.00	3,500.00
	Tree lighting/Christmas cards & decorations	4,500.00	4,500.00
	Litter sweeps	750.00	1,350.00
	Deputies/EMTs (Food Truck Fridays/Litter Sweeps/Turkey Trot)	4,000.00	4,000.00
	Contract labor (i.e. patriotic banner installation, photographer, etc.)	4,000.00	4,000.00
	Food trucks	4,000.00	4,000.00
	Activities	6,175.00	6,175.00
	Turkey Trot		
	Turkey Trot registration fees		
	Event sponsorship revenue		
Office supplies	lpads/laptops/etc (replacement upgrade)	2,000.00	2,000.00
	Town banners		5,000.00
Grounds maintenance	Landscape upgrades/medians/roundabout	22,500.00	22,500.00
	Town Hall park landscaping/mowing	5,000.00	
Building Maintenance	Town Hall		5,000.00
	Electrical repairs		
	Streaming	7,000.00	
Consulting/	Code Enforcement contract	10,000.00	9,685.00
Contract Labor	Code Enforcement (funds for remedies; Ambassador Ct)	0.00	20,000.00
	Planning Conferences		500.00
	Transportation consulting (i.e. Kimley Horn intersection studies)	22,500.00	15,000.00
	Misc projects	15,000.00	15,000.00
	Urban Forester	5,000.00	

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

Changes in yellow

		<b>PROPOSED FY2023</b>	<b>FY2022</b>
Salary adj	Merit/Bonus/Taxes/Benefits	11,000.00	5,500.00
	Retirement benefits increase due to increase in rates	1,520.00	2,000.00
	Personnel handbook benefit changes		32,000.00
	Salary adjustments for increased time (FY21 Janet; FY20 sign)		12,290.00
Infrastructure	Deal Road intersection improvement	40,000.00	40,000.00
	12 Mile @ Beulah Church cost participation	104,000.00	
	Tilley-Morris roundabout (FY23 budgets for 20% construction cost overrun)	145,000.00	189,000.00
	Municipal participation in critical intersection funding		
	Town participation in stoplights at Antioch Church/Forest Lawn & 12 Mile	35,000.00	35,000.00
	Roundabout at Potter & Forest Lawn	121,000.00	30,000.00
Park	Site improvements (est based on previous Cardno contract)		150,000.00
Trash	Trash customer svc (est 12 hrs@ \$18/hr for 12 mths)		
<b>Total cost of non-operating expenditures</b>		<b>620,345.00</b>	<b>654,440.00</b>
Net Revenues/(Fund Balance Appropriation)		0.00	(\$75,000.00)

**TOWN OF WEDDINGTON**  
**5 YEAR CAPITAL IMPROVEMENT PLAN - FY2022-FY2026**

<b>Capital Projects to be funded through fund balance appropriations</b>	<b>Existing Fund Balance</b>	<b>Transfers</b>	<b>Adjusted Fund Balance</b>	<b>FY2022</b>	<b>FY2023</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
Tilley-Morris RAB	\$ 189,000.00		\$ 189,000.00	\$ 189,000.00				
Park Design & Construction	\$ 385,000.00	\$ (385,000.00)	\$ -					
Forest Lawn @ Potter Roundabout	\$ 65,000.00	\$ 56,000.00	\$ 121,000.00		\$ 121,000.00			
Twelve Mile @ Beulah		\$ 104,000.00	\$ 104,000.00		\$ 104,000.00			
Antioch @ Beulah		\$ 105,000.00	\$ 105,000.00			\$ 105,000.00		
12 mile @ new town		\$ 135,000.00	\$ 135,000.00				\$ 135,000.00	
Rea Rd Improvements	\$ 100,000.00		\$ 100,000.00					\$ 10,000.00
Town Hall	\$ 45,000.00		\$ 45,000.00					
Sidewalks	\$ 21,000.00		\$ 21,000.00					
<b>Assigned Fund Balance</b>	<b>\$ 805,000.00</b>		<b>\$ 820,000.00</b>	<b>\$ 189,000.00</b>	<b>\$ 225,000.00</b>	<b>\$ 105,000.00</b>	<b>\$ 135,000.00</b>	<b>\$ 10,000.00</b>
<b>Unassigned Fund Balance</b>	<b>\$ 2,689,633.85</b>	<b>\$ (15,000.00)</b>	<b>\$ 2,674,633.85</b>					
<b>Total Available Fund Balance</b>	<b>\$ 3,494,633.85</b>		<b>\$ 3,494,633.85</b>					
<b>Capital Projects to be funded through Town operating budget</b>								
Antioch at Forest Lawn Light			\$ -		\$ 35,000.00			
Deal Rd at 84			\$ -		\$ 40,000.00			
Solid waste capital (assumes leasing or financing)			\$ -					
Code Enforcement Remedies			\$ -		\$ 5,000.00			
Park Design & Construction			\$ -	\$ 150,000.00				
Downtown sewer & water (ARP Funds?)			\$ -					
<b>Total</b>	<b>\$ 3,494,633.85</b>	<b>\$ -</b>	<b>\$ 3,494,633.85</b>	<b>\$ 528,000.00</b>	<b>\$ 530,000.00</b>	<b>\$ 210,000.00</b>	<b>\$ 270,000.00</b>	<b>\$ 20,000.00</b>

**TOWN OF WEDDINGTON  
PROPOSED ARPA SPECIAL REVENUE FUNDS  
BY FISCAL YEAR**

**ARPA REVENUES**

Deposit 8/16/21	817,593.75
Deposit 2 - To be received FY23	817,593.75
TOTAL	<u>1,635,187.50</u>

**ARPA EXPENDITURES (STANDARD ALLOWANCE METHOD)**

FY2022 (October 1, 2021- June 30, 2022)

Law Enforcement	
Town salaries & benefits (10/1/22-3/31/22)	96,233.51
Town salaries & benefits (4th qtr projection)	64,804.92
	<u>161,038.43</u>

FY2023 (July 1, 2022- June 30, 2023)

Law Enforcement	334,764.90
Town salaries & benefits	306,908.59
	<u>641,673.49</u>

FY2024 (July 1, 2023-June 30, 2024)

Law Enforcement	348,155.50
Town salaries & benefits	317,902.62
	<u>666,058.12</u>

FY2025 (July 1, 2024-June 30, 2025)

Law Enforcement	
Town salaries & benefits	179,068.21
Cap reduction	-12,650.75
	<u>166,417.46</u>

<b>TOTAL ARPA EXPENDITURES</b>	<u><u>1,635,187.50</u></u>
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**TOWN OF WEDDINGTON, NORTH CAROLINA  
2022-2023 GENERAL FUND BUDGET ORDINANCE  
O-2022-01**

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

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of Weddington Government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023, according to the following summary and schedules:

SUMMARY

<u>FUND</u>	<u>ESTIMATED REVENUES</u>	<u>TOTAL APPROPRIATION</u>
General	\$2,591,500	\$2,591,500

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

<u>GENERAL FUND</u>	<u>AMOUNT</u>
Administrative	\$ 552,540
Planning & Zoning	780,085
General Government	<u>1,258,875</u>
<b>TOTAL APPROPRIATIONS – GENERAL FUND</b>	<b><u>\$2,591,500</u></b>

Section 3. It is estimated that the following General Fund Revenues and Fund Balance Appropriations will be available during the fiscal year beginning July 1, 2022 and ending June 30, 2023 to meet the foregoing General Fund appropriations:

<u>REVENUE SOURCE</u>	<u>AMOUNT</u>
Ad Valorem Taxes	\$1,517,000
State-Collected Revenues	1,042,500

Zoning and Subdivision Revenues	30,000
Other Revenues	<u>2,000</u>
 TOTAL REVENUE GENERAL FUND	 <u>\$2,591,500</u>
 FUND BALANCE APPROPRIATIONS	 \$ <u>0</u>

Section 4. There is hereby levied for the fiscal year ending June 30, 2023 the following rate of taxes on each (\$100) assessed valuation of taxable property as listed as of January 1, 2022 for the purpose of raising the revenues from current year's property tax as set forth in the foregoing estimates of Revenues, and in order to finance foregoing appropriations:

GENERAL FUND	<u>\$0.048</u>
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Section 5. The Finance Officer is hereby authorized to transfer appropriations within a fund contained herein under the following conditions:

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

Section 6. All capital items, (items exceeding \$10,000), are to be approved in accord with the adopted budget. The Finance Officer will maintain a list of approved capital outlay items.

Adopted this 13<sup>th</sup> day of June 2022.

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D. Craig Horn, Mayor

Attest:

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Karen Dewey, Town Administrator/Clerk





# TOWN OF WEDDINGTON

[www.townofweddington.com](http://www.townofweddington.com)

1924 Weddington Road Weddington NC 28104 Tel: (704) 846-2709 Fax: (704) 844-6372

## MONTHLY REPORT / Active Cases – May 2022

1. **7239 Cobblecreek Dr.** – Complaint regarding unpermitted “accessory structure”. Site visit was conducted and a meeting with the homeowner was held. Homeowner confirmed that he failed to obtain a permit but agreed to obtain the permit. The owner has submitted the permit and is working with the Zoning Administrator to submit final documentation.
2. **130 Bluebird Lane** – Complaint regarding “Illegal Sign” on fence. Photos taken and CL issued on 3/3/22. No response. First NOV issued to owner on 3/25/22. Owner called and disputed validity of violation. Second NOV issued to homeowner on 4.1.22. Large sign removed 4/11/22. Smaller sign installed on 4/11/22.
3. **1406 Amanda Dr.** – Complaint regarding “Abandoned Van”. Conducted site visit and there was no abandoned van in the area. Follow-up site visits and no van was found in the area. **CASE CLOSED**
4. **1401 Highland Ridge Court** – Complaint regarding “Accessory Building” constructed without permit. Courtesy Letter dated 2/4/22 was issued requesting owner obtain a permit and requesting meeting on site on 2/11/22. Met owner on site, discussed violations and corrective actions. Owner agreed to file for permit. **CASE CLOSED**
5. **1408 Highland Ridge Court** – Complaint regarding “Accessory Building” constructed without permit. Met owner on site on 2/3/22. Owner stated he wasn’t aware a permit was required and agreed to obtain permit immediately. Courtesy Letter dated 2/4/22 was issued requesting owner obtain a permit and requesting meeting on site on 2/11/22. Met owner at site. Explained permit process. Conducted side-yard set-back measurements. Building appears to violate required setback requirement. Site visit 4/11/22 building has not been relocated. Owner hiring surveyor to identify property lines to assist with relocation of building. Owner has agreed to relocate building to rear yard area and is obtaining a “new” permit for building relocation.
6. **4125 Huntington Dr.** – Complaint regarding use of RV for residential purposes. Conducted site visit, confirmed violation and issued “Courtesy Letter dated January 24, 2022. Owner called and confirmed they were using the RV as a residence. Owner asked if the Town would allow them to stay in the RV until the end of the school year (**June 3, 2022**). Says they have kids in school and it would be difficult to relocate them during the school year. I forwarded the owners request to Town officials. **Town officials agreed to grant extension.** Issued “Compliance Deadline Extension Request APPROVAL” letter to owner dated February 25, 2022.
7. **3300 Greenhurst Dr.** – Complaint of Semi-Truck and Trailer parked in residential area. Conducted site visit, issued “Courtesy Letter” dated January 24, 2022. Owner called and complained about receiving the notice. Follow-up site visit conducted on 3/3/22. Trailer was still on site. Second NOV issued on 3/4/22. Site Visit on 4/11/22 Semi Truck and Trailer removed. **CASE CLOSED**
8. **233 Weddington Rd.** – Complaint filed regarding construction of an “Accessory Building” without a permit. Conducted site visit. Met owner at property. Accessory building is an addition to an existing building. Owner says he was not aware he needed a permit. Says he’ll apply for permit immediately. Issued Courtesy Letter dated January 13, 2022. Site visit 4/11/22 - Construction stopped. Building frame remains.



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9. **4915 Beulah Church Rd.** – Complaints filed regarding Junk, debris, junk vehicles and use of property as Salvage Yard. Site visit conducted and violations confirmed. Issued “Courtesy Letter” on January 13, 2022. Follow-up site visit conducted on 3/3/22. Clean-up activity in progress. Site clean-up in progress. Some vehicles remain. Site visit on 4/11/22 major improvement. Will continue to monitor.
10. **6900 Riverton Road**  
Complaint involving an “overgrown property”. - Conducted several site visits. Property not in violation of ordinance. **“CASE CLOSED”**
11. **8308 Potters Rd.** - (Utility building in front yard area without a permit)  
Site visit was conducted and confirmed that construction is in progress. Issued a letter requesting the owner obtain a permit and take the appropriate actions to comply with setback requirements. Met owners and owners representatives on site. Owner informed me that the “storage” building was “existing” when he purchased the property and he decided to enclose the storage building and install HVAC unit. The owner said his contractor failed to obtain the permit. I informed him the structure was in violation of Town Zoning ordinances (accessory buildings not allowed in front yard areas. 4/11/22 Site visit conducted. Structure still in violation.
12. **6939 Tree Hill** – (Donald Spaide / Eva Spaide) **Received another complaint regarding RV being used for residential purposes. Met the owner at the site. Complaint was not valid.** Received another complaint regarding trash and debris on property. Conducted follow-up site visit. No evidence of trash and debris. Will continue to monitor this case. **“CASE CLOSED”**
13. **6700 Tree Hill** - (Utility Building Being built in front yard area without a permit)  
Site visit was conducted and confirmed that construction is in progress. Issued a letter requesting the owner obtain a permit and take the appropriate actions to comply with setback requirements. Received phone call from owner, Misleine Neves (704-808-1930) on 11/2/21 stating the structure was actually a large wooden box that was being constructed for an exhibit in downtown Charlotte to be placed in front of the Wells Fargo Building. The exhibit box was removed on 10/23/21. Site Visit scheduled for 11/3/21. **Exhibit has been removed. CASE CLOSED.**
14. **5101 Laurel Grove Lane** – (Accessory Building (12 x 20 Garden Shed) being constructed within the side setback) 9/24/21-----Site visit was conducted and confirmed that construction is in progress. A permit has been issued. Requested copy of the permit. Letter drafted requesting a meeting at the site on 11/3/21. Spoke with Bill Cox by phone on 11/1/21. Bill says the structure is built behind the building line (front of house and outside of the side setback area (15 ft.) Bill is emailing pics of the structure and the Union County Inspection Approval. **Site visit conducted. Structure was built in compliance with zoning ordinance. CASE CLOSED.**



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**15. 7200 Forest Ridge Rd.9/30/20**

3/31/21----Notice of Violation issued ordering all sawing and related activity to stop.

4/30/21----Zoning Administrator met property owner; timeline developed to bring property into compliance.

5/31/21-----Owner still pursuing extension; violations continue.

6/31/21---- Continued monitoring case

7/31/21-----Continued monitoring case

**16. 4909 Beulah Church Rd.**

10/13/21 - Lot with fence and mobile home. Permit issued for home construction. Complaint of car carrier on lot over the weekend of 10/13/21/. Strange activity reported. **Continue monitoring.**

**17. Beulah Church Rd. / Homestead -** (Dispute between LPHOA and Property Owner (Proposed Construction Plans not approved by HOA)/ Building materials and Construction materials left on lot / lot not being maintained). Owner's Attorney and HOA initiated negotiations and an agreement. Owner moved bricks and other construction materials to rear of lot. **CASE CLOSED**

2022

Assets

10-1120-000	SOUTH STATE CHECKING ACCOUNT	1,628,023.07
10-1120-001	TRINITY MONEY MARKET	0.00
10-1120-002	CITIZENS SOUTH CD'S	0.00
10-1130-000	BB&T/TRUIST CHECKING	1,975,145.59
10-1130-001	BB&T/TRUIST MONEY MARKET	250,000.59
10-1140-000	WACHOVIA	0.00
10-1170-000	NC CASH MGMT TRUST	558,883.80
10-1205-000	A/R OTHER	0.00
10-1211-001	A/R PROPERTY TAX	29,917.83
10-1212-001	A/R PROPERTY TAX - 1ST YEAR PRIOR	2,236.41
10-1212-002	A/R PROPERTY TAX - NEXT 8 PRIOR YRS	4,482.67
10-1213-000	A/R PROPERTY TAX INTEREST RECEIVABL	2,985.35
10-1214-000	PREPAID ASSETS	15,825.90
10-1215-000	A/R INTERGOVT-LOCAL OPTION SALES TX	0.00
10-1216-000	A/R INTERGOVT - MOTOR VEHICLE TAXES	0.00
10-1217-000	A/R INTERGOVT	0.00
10-1232-000	SALES TAX RECEIVABLE	654.52
10-1240-000	INVESTMENT INCOME RECEIVABLE	0.00
10-1610-001	FIXED ASSETS - LAND & BUILDINGS	2,425,183.33
10-1610-002	FIXED ASSETS - FURNITURE & FIXTURES	9,651.96
10-1610-003	FIXED ASSETS - EQUIPMENT	17,747.14
10-1610-004	FIXED ASSETS - INFRASTRUCTURE	26,851.00
10-1610-005	FIXED ASSETS - COMPUTERS	10,155.51
10-1610-006	FIXED ASSETS - COMPUTER SOFTWARE	182,994.00
	Total Assets	<u>7,140,738.67</u>

Liabilities & Fund Balance

10-2110-000	ACCOUNTS PAYABLE	0.00
10-2115-000	ACCOUNTS PAYABLE ACCRUAL	0.00
10-2116-000	CUSTOMER REFUNDS	1,528.91
10-2120-000	BOND DEPOSIT PAYABLE	75,002.25
10-2151-000	FICA TAXES PAYABLE	0.00
10-2152-000	FEDERAL TAXES PAYABLE	0.00
10-2153-000	STATE W/H TAXES PAYABLE	0.00
10-2154-001	NC RETIREMENT PAYABLE	0.00
10-2155-000	HEALTH INSURANCE PAYABLE	0.00
10-2156-000	LIFE INSURANCE PAYABLE	0.00
10-2157-000	401K PAYABLE	0.00
10-2200-000	ENCUMBRANCES	0.00
10-2210-000	RESERVE FOR ENCUMBRANCES	0.00
10-2605-000	DEFERRED REVENUES- TAX INTEREST	2,985.35
10-2620-000	DEFERRED REVENUE - DELQ TAXES	2,236.41
10-2625-000	DEFERRED REVENUE - CURR YR TAX	29,917.83
10-2630-000	DEFERRED REVENUE-NEXT 8	4,482.67
	Total Liabilities	<u>116,153.42</u>
10-2640-001	FUND BALANCE - UNASSIGNED	2,674,633.85
10-2640-002	FUND BALANCE - RESERVE WATER/SEWER	0.00
10-2640-003	FUND BALANCE-ASSIGNED	820,000.00
10-2640-004	FUND BALANCE-INVEST IN FIXED ASSETS	2,672,582.94
10-2640-005	CURRENT YEAR EQUITY YTD	456,922.61
	Total	<u>6,624,139.40</u>
	Revenue	2,395,524.98
	Less Expenses	1,995,079.13

2022

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Net	<u>400,445.85</u>
Total Fund Balance	<u>7,024,585.25</u>
Total Liabilities & Fund Balance	<u><u>7,140,738.67</u></u>

Statement of Revenue and Expenditures

Revenue Account Range: First to Last		Include Non-Anticipated: Yes	Year To Date As Of: 05/31/22
Expend Account Range: First to Last		Include Non-Budget: No	Current Period: 05/01/22 to 05/31/22
Print Zero YTD Activity: No			Prior Year: 05/01/21 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
10-3101-110	AD VALOREM TAX - CURRENT	\$1,200,546.88	\$1,425,000.00	\$6,355.66	\$1,420,223.07	100%
10-3102-110	AD VALOREM TAX - 1ST PRIOR YR	\$11,406.09	\$5,000.00	\$0.00	\$1,979.75	40%
10-3103-110	AD VALOREM TAX - NEXT 8 YRS PRIOR	\$3,505.91	\$2,250.00	\$0.00	\$3,245.96	144%
10-3110-121	AD VALOREM TAX - MOTOR VEH CURRENT	\$95,132.86	\$120,000.00	\$0.00	\$91,723.30	76%
10-3115-180	TAX INTEREST	\$4,252.60	\$2,250.00	\$265.83	\$3,101.97	138%
10-3231-220	LOCAL OPTION SALES TAX REV - ART 39	\$356,656.41	\$470,000.00	\$38,561.97	\$529,320.07	113%
10-3322-220	BEER & WINE TAX	\$46,610.27	\$45,000.00	\$52,534.98	\$52,534.98	117%
10-3324-220	UTILITY FRANCHISE TAX	\$327,359.88	\$425,000.00	\$0.00	\$229,028.09	54%
10-3329-220	ARPA FEDERAL FUNDS	\$15,867.61	\$0.00	\$0.00	\$0.00	0%
10-3340-400	ZONING & PERMIT FEES	\$33,625.00	\$25,000.00	\$2,205.00	\$35,343.50	141%
10-3350-400	SUBDIVISION FEES	\$10,902.50	\$3,500.00	\$0.00	\$2,360.00	67%
10-3360-400	STORMWATER EROSION CONTROL FEES	\$0.00	\$16,200.00	\$400.00	\$16,800.00	104%
10-3830-891	MISCELLANEOUS REVENUES	\$528.22	\$1,000.00	\$0.00	\$9,593.51	959%
10-3831-491	INVESTMENT INCOME	\$1,083.79	\$380.00	\$0.00	\$270.78	71%
General Fund Revenue Total		\$2,107,478.02	\$2,540,580.00	\$100,323.44	\$2,395,524.98	94%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Balance	% Expd
10-4110-000	GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-120	FIRE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-126	FIRE DEPT SUBSIDIES	\$718,481.50	\$801,625.00	\$66,785.42	\$734,639.62	\$66,985.38	92%
10-4110-127	FIRE DEPARTMENT BLDG/MAINTENANCE	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0%
10-4110-150	POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-155	POLICE PROTECTION	\$303,422.92	\$316,925.00	\$94.50	\$317,333.70	-\$408.70	100%
10-4110-160	EVENT PUBLIC SAFETY	\$0.00	\$3,000.00	\$0.00	\$460.50	\$2,539.50	15%
10-4110-180	GOVERNING BOARD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-190	LEGAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-192	ATTORNEY FEES - GENERAL	\$66,940.50	\$65,000.00	\$5,000.00	\$52,800.50	\$12,199.50	81%

Statement of Revenue and Expenditures

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
10-4110-193	ATTORNEY FEES - LITIGATION	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0%
10-4110-320	OTHER GENERAL GOVERNMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4110-330	ELECTION EXPENSE	\$0.00	\$13,000.00	\$0.00	\$12,753.37	\$246.63	98%
10-4110-340	PUBLICATIONS	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0%
10-4110-342	HOLIDAY/TREE LIGHTING	\$3,606.90	\$4,500.00	\$0.00	\$2,521.12	\$1,978.88	56%
10-4110-343	SPRING EVENT	\$520.93	\$10,175.00	\$990.00	\$1,650.00	\$8,525.00	16%
10-4110-344	OTHER COMMUNITY EVENTS	\$527.19	\$4,850.00	\$0.00	\$0.00	\$4,850.00	0%
4110 Total		\$1,093,499.94	\$1,236,575.00	\$72,869.92	\$1,122,158.81	\$114,416.19	91%
10-4120-000	ADMINISTRATIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-120	SALARIES & EMPLOYEE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-121	SALARIES - CLERK	\$25,232.24	\$54,275.00	\$3,955.20	\$44,465.38	\$9,809.62	82%
10-4120-123	SALARIES - TAX COLLECTOR	\$46,064.41	\$58,500.00	\$4,248.01	\$50,260.74	\$8,239.26	86%
10-4120-124	SALARIES - FINANCE OFFICER	\$14,790.45	\$18,000.00	\$1,592.28	\$16,872.88	\$1,127.12	94%
10-4120-125	SALARIES - MAYOR & TOWN COUNCIL	\$23,100.00	\$25,200.00	\$2,100.00	\$24,638.80	\$561.20	98%
10-4120-181	FICA EXPENSE	\$8,352.32	\$15,000.00	\$910.00	\$10,252.78	\$4,747.22	68%
10-4120-182	EMPLOYEE RETIREMENT	\$11,572.31	\$25,000.00	\$1,657.13	\$17,518.07	\$7,481.93	70%
10-4120-183	EMPLOYEE INSURANCE	\$13,518.50	\$16,000.00	\$1,160.00	\$12,760.00	\$3,240.00	80%
10-4120-184	EMPLOYEE LIFE INSURANCE	\$144.20	\$200.00	\$15.68	\$187.20	\$12.80	94%
10-4120-185	EMPLOYEE S-T DISABILITY	\$132.00	\$200.00	\$13.00	\$143.00	\$57.00	72%
10-4120-190	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-191	AUDIT FEES	\$0.00	\$8,750.00	\$0.00	\$8,500.00	\$250.00	97%
10-4120-193	CONTRACT LABOR	\$14,816.50	\$103,000.00	\$13,472.50	\$86,863.58	\$16,136.42	84%
10-4120-200	OTHER ADMINISTRATIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4120-205	OFFICE SUPPLIES - ADMIN	\$4,865.04	\$17,000.00	\$349.37	\$8,243.67	\$8,756.33	48%
10-4120-210	PLANNING CONFERENCE	\$328.19	\$1,000.00	\$0.00	\$307.98	\$692.02	31%
10-4120-321	TELEPHONE - ADMIN	\$1,387.26	\$2,000.00	\$131.34	\$1,307.09	\$692.91	65%
10-4120-325	POSTAGE - ADMIN	\$949.25	\$2,500.00	\$0.00	\$2,020.83	\$479.17	81%
10-4120-331	UTILITIES - ADMIN	\$7,437.98	\$5,000.00	\$170.97	\$3,095.36	\$1,904.64	62%
10-4120-351	REPAIRS & MAINTENANCE - BUILDING	\$11,506.38	\$12,500.00	\$0.00	\$5,067.00	\$7,433.00	41%
10-4120-352	REPAIRS & MAINTENANCE - EQUIPMENT	\$63,167.58	\$80,000.00	\$2,270.38	\$63,863.39	\$16,136.61	80%

Statement of Revenue and Expenditures

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
10-4120-354	REPAIRS & MAINTENANCE - GROUNDS	\$42,740.96	\$92,500.00	\$0.00	\$40,379.00	\$52,121.00	44%
10-4120-355	REPAIRS & MAINTENANCE - PEST CONTRL	\$450.08	\$1,500.00	\$0.00	\$973.36	\$526.64	65%
10-4120-356	REPAIRS & MAINTENANCE - CUSTODIAL	\$4,700.00	\$6,000.00	\$0.00	\$4,300.00	\$1,700.00	72%
10-4120-370	ADVERTISING - ADMIN	\$504.80	\$1,000.00	\$0.00	\$39.10	\$960.90	4%
10-4120-397	TAX LISTING & TAX COLLECTION FEES	-\$1,635.25	\$500.00	\$0.00	\$265.30	\$234.70	53%
10-4120-400	ADMINISTRATIVE:TRAINING	\$1,707.63	\$4,500.00	\$175.00	\$1,808.13	\$2,691.87	40%
10-4120-410	ADMINISTRATIVE:TRAVEL	\$1,556.41	\$4,000.00	\$16.02	\$3,772.94	\$227.06	94%
10-4120-450	INSURANCE	\$15,277.47	\$16,570.00	\$450.00	\$14,809.94	\$1,760.06	89%
10-4120-491	DUES & SUBSCRIPTIONS	\$22,672.26	\$25,000.00	\$541.35	\$18,458.13	\$6,541.87	74%
10-4120-498	GIFTS & AWARDS	\$528.57	\$2,000.00	\$0.00	\$682.63	\$1,317.37	34%
10-4120-499	MISCELLANEOUS	\$2,915.23	\$17,020.00	\$171.56	\$8,958.88	\$8,061.12	53%
10-4120-500	CAPITAL EXPENDITURES	\$57,801.80	\$105,000.00	\$0.00	\$88,514.11	\$16,485.89	84%
	<b>4120 Total</b>	<b>\$396,584.57</b>	<b>\$719,715.00</b>	<b>\$33,399.79</b>	<b>\$539,329.27</b>	<b>\$180,385.73</b>	<b>75%</b>
10-4130-000	ECONOMIC & PHYSICAL DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-120	SALARIES & EMPLOYEE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-121	SALARIES - ZONING ADMINISTRATOR	\$71,130.33	\$42,440.00	\$5,023.90	\$5,023.90	\$37,416.10	12%
10-4130-122	SALARIES - ASST ZONING ADMINISTRATR	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
10-4130-123	SALARIES - ADMINISTRATIVE ASSISTANT	\$27,994.42	\$30,000.00	\$1,368.00	\$24,207.87	\$5,792.13	81%
10-4130-124	SALARIES - PLANNING BOARD	\$4,225.00	\$5,100.00	\$250.00	\$3,350.00	\$1,750.00	66%
10-4130-125	SALARIES - SIGN REMOVAL	\$3,322.86	\$7,000.00	\$278.43	\$2,720.63	\$4,279.37	39%
10-4130-181	FICA EXPENSE - P&Z	\$7,864.40	\$10,000.00	\$529.43	\$2,576.63	\$7,423.37	26%
10-4130-182	EMPLOYEE RETIREMENT - P&Z	\$16,446.67	\$15,000.00	\$665.67	\$3,412.36	\$11,587.64	23%
10-4130-183	EMPLOYEE INSURANCE	\$15,470.00	\$17,500.00	\$0.00	\$4,640.00	\$12,860.00	27%
10-4130-184	EMPLOYEE LIFE INSURANCE	\$207.20	\$265.00	\$0.00	\$40.32	\$224.68	15%
10-4130-185	EMPLOYEE S-T DISABILITY	\$120.00	\$175.00	\$0.00	\$52.00	\$123.00	30%
10-4130-190	CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-192	CONSULTING STORMWATER CONTROL	\$7,962.64	\$90,000.00	\$0.00	\$60,443.05	\$29,556.95	67%
10-4130-193	CONSULTING	\$87,035.35	\$63,560.00	-\$1,613.75	\$34,098.03	\$29,461.97	54%
10-4130-194	CONSULTING - COG	\$0.00	\$32,000.00	\$0.00	\$4,960.00	\$27,040.00	16%
10-4130-195	STORMWATER EROSION CONTROL	-\$10,455.00	\$0.00	\$0.00	\$0.00	\$0.00	0%



Statement of Revenue and Expenditures

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
10-4130-200	OTHER PLANNING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-4130-201	OFFICE SUPPLIES - PLANNING & ZONING	\$4,329.11	\$7,500.00	\$349.38	\$7,953.67	-\$453.67	106%
10-4130-202	ZONING SPECIFIC OFFICE SUPPLIES	\$13,035.22	\$2,500.00	\$0.00	\$55.49	\$2,444.51	2%
10-4130-215	HISTORIC PRESERVATION	\$0.00	\$250.00	\$0.00	\$0.00	\$250.00	0%
10-4130-220	INFRASTRUCTURE	-\$1,347.93	\$250,000.00	\$0.00	\$173,058.00	\$76,942.00	69%
10-4130-321	TELEPHONE - PLANNING & ZONING	\$1,387.34	\$2,000.00	\$131.35	\$1,307.11	\$692.89	65%
10-4130-325	POSTAGE - PLANNING & ZONING	\$806.07	\$2,500.00	\$0.00	\$2,057.08	\$442.92	82%
10-4130-331	UTILITIES - PLANNING & ZONING	\$2,789.07	\$5,000.00	\$33.01	\$3,595.81	\$1,404.19	72%
10-4130-370	ADVERTISING - PLANNING & ZONING	\$384.10	\$1,000.00	\$0.00	\$39.10	\$960.90	4%
4130 Total		\$252,706.85	\$584,290.00	\$7,015.42	\$333,591.05	\$250,698.95	57%
General Fund Expend Total		\$1,742,791.36	\$2,540,580.00	\$113,285.13	\$1,995,079.13	\$545,500.87	79%

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

**TO:** Mayor and Town Council

**FROM:** Kim Woods, Tax Collector

**DATE:** June 13, 2022

**SUBJECT:** Monthly Report–May 2022

<b>Transactions:</b>	
Balance Adjustments	\$(12.30)
<b>Taxes Collected:</b>	
2021	\$(6621.49)
<b>As of May 31, 2022; the following taxes remain Outstanding:</b>	
2011	\$52.18
2012	\$254.13
2013	\$273.66
2014	\$264.31
2015	\$668.87
2016	\$420.14
2017	\$857.36
2018	\$1079.78
2019	\$2123.14
2020	\$2452.61
2021	\$31,176.08
<b>Total Outstanding:</b>	<b>\$39,622.26</b>