

W. Town of Wingate

Board of Commissioners Regular Meeting
3910 U.S. 74, Wingate, NC 28174
September 17, 2013 at 7:00PM

AGENDA

1) Call to Order / Pledge of Allegiance / Moment of Silent Reflection

2) Agenda Approval / Amendment(s)

3) Approval of Minutes:

4) Swearing In Ceremony – Donnie Gay

5) Public Comment:

Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Each speaker is asked to limit comments to **3 minutes**. Although the Council is interested in hearing your concerns, speakers should not expect action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff and other speakers.

6) New Business:

- a) Revert To Ownership Program
- b) Park Use Refunds
- c) Schedule of Fees Amendment
- d) Union County Tax Charges & Releases
- e) ABC Board Appointment
- f) Town Hall Lease
- g) Farm City Banquet
- h) Union County Sewer Capacity
- i) Condemnation Resolution
- j) MUMPO
- k) USDA Town Hall-Police Department

7) Reports:

- a) Public Works
- b) Police
- c) Grants

8) Adjourn

9) Closed Session

~ Please remember to silence cell phones ~

W. Town of Wingate

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6) **New Business:**

a) Revert To Ownership Program

This program was created based on request from multiple landlords to avoid service interruption between tenants. The provisions state that the town is not responsible for any cost/damage incurred from automatically reverting service to the owner.

b) Park Use Refunds

This change would make the refund policy consistent for the community center and the park.

c) Schedule of Fees Amendment

This proposed amendment is based on a request from a customer that the rental periods for the community center be expanded

d) Union County Tax Charges & Releases

We need to authorize Union County to collect taxes on behalf of the Town

e) ABC Board Appointment

Robert Stedje-Larsen was appointed to serve the remainder of Walt Perry's term, this term has expired and we need to reappoint Robert for a one year term.

f) Town Hall Lease

The lease we had for the Jesse Helms Center expired and we need to approve the new terms. The lease went from \$1,000 to \$1,500 a month. This increase has been accounted for in the budget.

g) Farm City Banquet

We need to decide if the Town would like to participate in the Farm City Banquet

h) Union County Sewer Capacity

W. Town of Wingate

Union County has requested a resolution stating our intent to secure additional capacity; our contract expired 4 years ago and it is staffs intent to present a draft contract to the board by December 2013

- i) Condemnation Resolution
For Phase II of the waterline replacement we had to condemn 6 properties, the names and maps are included in this packet.
- j) MUMPO
I will discuss this item in detail at the meeting.
- k) USDA Town Hall-Police Department
Update on the status of USDA application for the Town Hall & Police Department

7) Reports:

- a) Public Works
- b) Police
- c) Grants

8) Adjourn

9) Closed Session

~ Please remember to silence cell phones ~

W. Town of ingate

Oath of Office

I, Donnie Michael Gay, do solemnly swear that I will support and maintain the Constitution and laws of the United States; and the Constitution and laws of North Carolina, not inconsistent herewith.

I will not be influenced in any matter on account of personal bias or prejudice. I will faithfully and impartially execute the duties of my office as Police Chief according to the best of my skills and abilities; so help me, God.

Sworn and signed this 17th day of September, 2013.

Donnie Michael Gay

Oath administered by:



Brent Moser,
Mayor Pro-Tem



Mayor Bill Braswell

Town Commissioners
Barry Green
Gary Hamill
John Mangum
Brent Moser
Blair Stegall

P.O. BOX 367 • Wingate NC 28174 • TEL: (704) 233-4411 • FAX: (704) 233-4412

Subject: Revert to Owner (RTO) Service Program Application

Thank you for your interest in our Revert to Owner Service Program. This convenient program directs Town of Wingate to switch the utility service account(s) automatically for your rental property(s) into your company's name when residents move out.

If you would like to participate, please review the enclosed program provision, complete the authorization form and return it via email, fax or mail as noted. We will process your request within seven working days after receiving the form.

To learn more about this service, visit our website at www.TownofWingateNC.gov.

If you have additional questions about the Revert to Owner Service Program, please call us during regular business hours at 704-233-4411.

Sincerely,

Town of Wingate Customer Service





Mayor Bill Braswell

Town Commissioners
Barry Green
Gary Hamill
John Mangum
Brent Moser
Blair Stegall

P.O. BOX 367 • Wingate NC 28174 • TEL: (704) 233-4411 • FAX: (704) 233-4412

Revert to Owner Service Program Authorization Form

I request to participate in the Town of Wingate Revert to Owner (RTO) Service Program that is available to owners or property managers who wish to maintain utility service at their properties between residents without having the service disconnected. The following information should be used to establish accounts between residents:

Date: _____

Legal Name of Owner/Property Manager: _____

Complex Name(s) (if applicable): _____

Mailing Address: _____

Federal Tax ID: _____ or Social Security #: _____

Contact Name: _____ Contact Phone: _____

Email Address: _____

I acknowledge that I have read, understand, and agree to the provisions of the program as outlined below.

Authorized Signature: _____ Title: _____

*The Legal Name of the Company is the RTO account name.

Please return this form and your property address listing complete with complex name(s) and individual street addresses by email, fax or mail as follows:

By Email: arorie@townofwingatenc.gov, Subject: RTO Service Program

By Fax: (704) 233-4411, Attn: RTO Service Program

By Mail: Town of Wingate, Attn: RTO Service Program, PO Box 367, Wingate, NC 28174



Revert to Owner Service Program Provisions

1. When a resident requests disconnection of a rental property, service will not be disconnected. Instead, Town of Wingate will read the meter and automatically set up the account in the name shown on the RTO Application with the following exception:
 - The service will not be automatically transferred into the RTO account name if service to a resident has been disconnected for nonpayment of bill or violation of Town of Wingate Utility Customer Service Policy.
2. In order to participate in the Revert to Owner Service Program, the owner or property manager will identify the service address as shown on Town of Wingate records. Thereafter, the owner or property manager must notify Town of Wingate of accounts to be added or deleted from the RTO Service by submitting a list of revisions, additions or deletions to the list due to sale of the property or any other reason. The RTO participant is responsible for all usage incurred at any location in the RTO account name until the Town of Wingate receives notice to remove the account from the RTO Program and disconnects the service to the location.
3. All accounts (residential and commercial) established in the owner's or property manager's name will be set up with the same services as the previous occupant.
4. Revert to Owner Service will apply to all utility service agreements on the designated account (e.g., multiple meters, fixed services, etc.).
5. Failure to pay any bills while service is in the name of the property owner or manager may result in the transfer of the outstanding balance to another account, submission of the unpaid amount to NC Debt Setoff, disconnection of service and/or removal from this Program.
6. If satisfactory payment history is not maintained, accounts will be removed from RTO. It takes a minimum of one year to establish a satisfactory payment record. Once satisfactory payment history is established, you may reapply for the program.
7. A new customer will need to apply for utility service based on Town of Wingate Utility Customer Service Policies and pay necessary fees (e.g., deposit, etc.) as necessary.
8. Town of Wingate is not responsible for any costs or damages incurred from automatically reverting services to an owner or property manager's account (e.g., leaks, etc.).



Town of Wingate Park Use Application

PO Box 367

Wingate, NC 28174

Phone: 704/233-4411

Fax: 704/233-4412

(Applications must be made at least 48 hours prior to time requested.)

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Reserve Date: ____/____/____ From: ____ a.m./p.m. To: ____ a.m. / p.m. (4 hour increments)

Area(s) to be reserved: ____ Shelter ____ Field #2 ____ Field # 3 ____ Bathrooms

Activity that will take place: _____

<i>Fees:</i>	<i>In Town Residents:</i>	<i>Out of Town Residents:</i>
Deposit: (per area)	\$50	\$50
Picnic Shelter:	\$25	\$100
Field:	\$25	\$100
Bathroom Deposit:	\$25	\$25

**** Restroom key must be returned the next business day or bathroom deposit will be forfeited ****

I hereby certify that the above information is, to the best of my knowledge, true and correct. I understand that incorrect or missing information may cause a delay in the issuance of a park use permit, a denial of a park use permit, or the revocation of a park use permit that has been issued as a result of the information included in this application. I further agree to provide the Town with any additional information that may be required to show compliance with the Parks and Recreation Ordinance. I further warrant and understand that any damage, vandalism, or littering that occurs during, or as a result of, my use of the park will cause me to forfeit my deposit. I will also be responsible for all costs that are a result of any damage, vandalism, or littering that results during or as a result of, my use of the park that are above the amount of the deposit.

Signature: _____ Date: _____

OFFICE USE ONLY Date Application Received: _____ Received by: _____

Deposit(s) Paid: \$ _____

Fee(s) Paid: \$ _____

Total Paid \$ _____

Deposit will be refunded within 14 business days.

The named applicant on this form has provided the necessary information and is authorized to use the facility at the agreed date and time.

Town of Wingate Park Use Application

PO Box 367

Wingate, NC 28174

Phone: 704/233-4411

Fax: 704/233-4412

(Applications must be made at least 48 hours prior to time requested.)

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

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Fee(s) Paid: \$ _____

Total Paid \$ _____

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The named applicant on this form has provided the necessary information and is authorized to use the facility at the agreed date and time.



Mayor Bill Braswell

Town Commissioners
Barry Green
Gary Hamill
John Mangum
Brent Moser
Blair Stegall

P.O. BOX 367 • Wingate NC 28174 • TEL: (704) 233-4411 • FAX: (704) 233-4412

Community Center Rental Application

Reservation Date: ____ / ____ / ____ Start: ____ am / pm End: ____ am / pm

Description of activity that will take place: _____

Applicant Information

Name: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

RENTAL GUIDELINES

1. Building is rented in 4 hour increments (including set-up and clean-up time).
2. All rentals are on a first-come; first-serve basis. The full payment must be received in order to place a reservation on the calendar.
3. Reservations and cancellations require a one week notice.
4. Maximum building occupancy is 96 people.
5. Alcoholic beverages are prohibited and smoking/tobacco use is not permitted.
6. Building key must be returned to Town Hall the next business day after rental.
7. Deposit will be refunded within 14 business days, if building is left in original condition.
8. Contract holder will be billed for damages that exceed the amount of the deposit.
9. Contract holder shall indemnify and hold the Town harmless from any damages or injuries incurred during, or as a result, of such use.

I understand and agree to the community center rental guidelines listed above.

Signature: _____ Date: ____ / ____ / ____

OFFICE USE ONLY

Date application/fees received: ____ / ____ / ____ Received by: _____

Hours	2	3	4
Deposit	\$100	\$100	\$100
Fees	\$75	\$125	\$150
Total	\$175	\$225	\$250

\$50 Per Extra Hour

Payment Method:

Cash _____
 Check _____
 Credit Card _____

PLEASE KEEP THIS COPY AS PROOF OF YOUR BUILDING USE AUTHORIZATION!





Fiscal Year 2013-2014 Fee Schedule
Attachment A

Appendix E

Utility Fees

	<u>Inside</u>	<u>Outside</u>
Water		
Base Monthly Charge		
3/4" Meter	\$10.88	\$21.75 Includes 1 st 2,000 gallons
1" Meter	\$15.66	\$31.32 Includes 1 st 2,000 gallons
1 1/2" Meter	\$31.14	\$62.25 Includes 1 st 2,000 gallons
2" Meter	\$52.07	\$104.14 Includes 1 st 2,000 gallons
3" Meter	\$146.55	\$293.09 Includes 1 st 2,000 gallons
4" Meter	\$325.65	\$651.31 Includes 1 st 2,000 gallons
6" Meter	\$455.88	\$911.74 Includes 1 st 2,000 gallons
Fire Protection	\$10.88	\$21.75 Includes 1 st 2,000 gallons
Usage Fee	\$3.40	\$6.80 Per 1,000 gallons; 2,001 – 19,999 gallons
	\$4.06	\$8.24 Per 1,000 gallons; over 20,000 gallons
All Meter Sizes		
Water Tap Fee		
3/4" Meter	\$400.00	N/A
1" Meter	\$525.00	N/A
1 1/2" Meter	\$2,600.00	N/A
2" or Larger	Material Cost plus 10%	
Water Capacity Fee		
3/4" Meter	\$500.00	N/A
1" Meter	\$1,250.00	N/A
1 1/2" Meter	\$2,500.00	N/A
2" Meter	\$4,000.00	N/A
3" Meter	\$11,250.00	N/A
4" Meter	\$25,050.00	N/A
6" Meter	\$35,050.00	N/A



Appendix E

Fiscal Year 2013-2014 Fee Schedule
Attachment A

Sewer

Item	Amount	Unit
Base Monthly Charge (based on the size of the water meter and the nature of the service that is provided)		
3/4" Meter	\$29.23	\$58.46
1" Meter	\$35.62	\$71.25
1 1/2" Meter	\$73.84	\$147.67
2" Meter	\$118.06	\$236.11
3" Meter	\$332.21	\$664.43
4" Meter	\$738.26	\$1,476.49
6" Meter	\$1033.46	\$2,066.93
All Meter Sizes	\$3.81	\$7.61 Per 1,000 gallons
Sewer Tap Fee		
4" Service Connection	\$630.00	
Larger than 4"	Material Cost plus 10%	
Sewer Capacity Fee		
3/4" Meter	\$2,650.00	N/A
1" Meter	\$6,675.00	N/A
1 1/2" Meter	\$13,275.00	N/A
2" Meter	\$21,225.00	N/A
3" Meter	\$59,725.00	N/A
4" Meter	\$132,725.00	N/A
6" Meter	\$185,825.00	N/A
Miscellaneous Utility Fees		
Late Payment Fee	\$ 10.00	
Delinquency Fee for Non-Payment	\$ 30.00	
Utility Deposit	\$0 - \$150	Depending on credit check
Residential Account	Deposit based on credit check	
Commercial Account	\$ 100.00	
Meter Tampering Fee	\$ 30.00	Plus per gallon charge for water and sewer usage
Temporary Service (72 hours or less)	\$ 30.00	
Suspend Account (up to 3 months)	\$ 30.00	
Pool Meter Late Fee	\$2.00 per day	



**Fiscal Year 2013-2014 Fee Schedule
Attachment A**

Appendix E

Parks & Recreation Fees

Park Rental	Park reserved in 4-hour increments and can not be consecutive periods	
	<u>In-Town Residents</u>	<u>Out-of-Town Residents</u>
Deposit	\$50.00	\$ 50.00
Playing Field	\$25.00	\$100.00
Picnic Shelter	\$25.00	\$100.00
	<u>Private Use</u>	
Community Center	\$100.00	
Deposit	\$75.00	
2-Hour Rental	\$125.00	
3-Hour Rental	\$150.00	
4-Hour Rental	\$ 50.00	
Per Hour After First Four Hours		

The town will refund deposits if facilities require no cleanup or repair. Fees and deposits apply per use. One advance registration allowed per facility. All revenues received will be used for park operations and maintenance.

Deposit and rental fees will be refunded minus \$25.00 if rental is cancelled at least 3 business days before reservation.

Concessions

Concession prices shall be set by the Recreation Director and approved by the Town Administrator. However the Board of Commissioners reserves the right to adjust prices at their discretion.

Solid Waste

Garbage & Recycling	<u>In-Town Residents</u>	<u>Out-of-Town Residents</u>
Bulk Garbage Pickup	\$18.91	\$36.00 Per month
	\$35.00	N/A Plus landfill tipping fee

Zoning Fees



Fiscal Year 2013-2014 Fee Schedule
Attachment A

Zoning Permit Application

Residential - \$75
Commercial - \$250
\$25

Accessory Building Permit

Zoning Use Permit

\$25

Zoning Verification Letter

\$25

Air Quality Letter

\$25

Rezoning Application

0 - 2 acres - \$300

2 - 10 acres - \$500

10+ acres - \$1000 + \$25 per acre (rounded to the nearest acre)

\$400

Zoning Text Change

\$350

Conditional Use Permit Application

\$700 + \$2.50 per adjacent owner

Parallel Conditional Use Rezoning Application

\$350

Telecommunication Tower Plan & Supporting

\$700 + \$2.50 per adjacent owner

Doc Review Fee

\$3,500

Variance Application

\$300

Zoning Appeal

\$200

Major Development Permit Application

\$250

Minor Subdivision Permit Application

\$150 + \$50 per lot

Major Subdivision Permit Application

0 - 10 acres - \$1000 + \$150 per acre (rounded to the nearest acre)

10+ acres - \$1500 + \$150 per acre (rounded to the nearest acre)

\$250 + \$10 per lot

\$1,000

Final Subdivision Plat Review

\$700 deposit - Deposit will be applied to actual costs with applicant paying all actual costs

Surcharge for Planned/Cluster Developments

\$50

Surcharge for Traffic Impact Analysis

\$100

Bond Renewal

\$50

Bond Release or Reduction

\$100

Sign Permit Application

\$50

Temporary Sign/Banner

\$10

Reinspection Fee

\$60

Sketch Plan Review

\$150

Permit Revision

Minor - \$100
Major - \$500

Engineer Review & Inspection Fee

\$100 per hour (minimum of one hour)

Attorney Fee

\$200 per hour or actual costs if higher

Construction Inspection Testing Fee

\$50 per lot with minimum charge of \$750

Application for Annexation

\$500

Request for Special Board of Adjustment Meeting

\$475



Fiscal Year 2013-2014 Fee Schedule

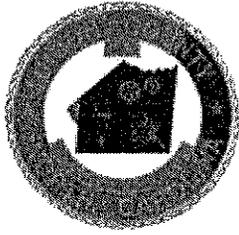
Attachment A

Request for Special Planning Board Meeting	\$475
Copy of Land Use Ordinance	\$35
Copy of Zoning Map	\$5 – small \$15 – large

Subdivision Ordinance	\$10
Copy Comprehensive Land Use Plan	\$50

Miscellaneous Fees

Mowing		
Mow or weed eat at the request of the property owner	\$75.00 per hour	Minimum of 1 hour
Bush hog at the request of the owner	\$125.00 per hour	Minimum of 1 hour
Mow and/or weed eat as a result of code enforcement	\$100.00 administrative fee	Plus \$75.00 per hour; minimum of 1 hour
Bush hog as a result of code enforcement	\$100.00 administrative fee	Plus 125.00 per hour; minimum of 1 hour
Returned Check Charge	\$25.00	
Copy Charge	\$0.25 per page	
Credit Card Usage Fee	\$2.00 per transaction	
Notary Charge	Free for in-town residents	
Fax Charge	\$5.00 for out-of-town residents	
Cemetery	\$1.00 per page outgoing	
Plots – sold in pairs	\$0.25 per page incoming	
Grave Marking Fee	\$600 for in-town residents	
Cremation Lot	\$1,200 for out-of-town residents	
Grave Marking	\$100 during business hours	
	\$200 after business hours	
	\$100.00	
	\$25.00	
Copy of Accident Report	\$2.00	



UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main Street
P.O. Box 38
Monroe, NC 28111-0038

704-283-3848
704-283-3897 Fax

PRELIMINARY REPORT FOR FISCAL YEAR 2012-2013

TO: Town of Wingate Board of Commissioners
The Honorable Bill G. Braswell, Mayor

FROM: Vann Harrell, Assistant Collector of Revenue
John Petoskey, Tax Administrator

CC: Patrick Niland, Town Manager
Karen Wingo, Finance Officer

RE: Annual Settlement

DATE: July 30, 2013

In compliance with N.C.G.S. 105-373(a)(3), attached hereto is a report entitled "Settlement for Current Real Estate and Personal Property Taxes for Fiscal Year 2012-2013" dated July 30, 2013, setting forth my full settlement for all real and personal property taxes in my hands for collection for the fiscal year 2012-2013.

In compliance with N.C.G.S. 105-373(a)(4)(b), attached hereto is a report entitled "Fiscal Year 2012-2013 Settlement for Delinquent Real and Personal Property Taxes for Tax Year 2008 - 2011" dated July 30, 2013, setting forth my full settlement for all delinquent real and personal property taxes collected during the fiscal year 2012-2013.

Be advised that all delinquent accounts from the current and prior years will remain in the hands of the Collector for further collection activities pursuant to the North Carolina General Statutes.

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary as prescribed and allowed by law.

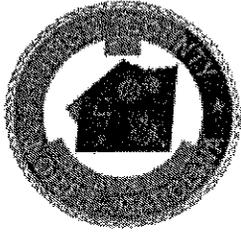
Respectfully Submitted,

Vann Harrell, Asst. Collector of Revenue

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of September, 2013

My Commission expires:

Notary Public



UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main Street
P.O. Box 38
Monroe, NC 28111-0038

704-283-3848
704-283-3897 Fax

**SETTLEMENT FOR CURRENT REAL AND PERSONAL PROPERTY TAXES
FOR FISCAL YEAR 2012-2013**

TO: Town of Wingate Board of Commissioners
The Honorable Bill G. Braswell, Mayor

FROM: Vann Harrell, Assistant Collector of Revenue
John C. Petoskey, Tax Administrator

CC: Patrick Niland, Town Manager
Karen Wingo, Finance Officer

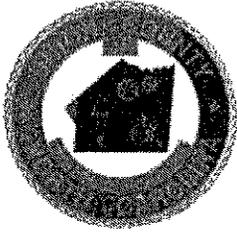
DATE: July 30, 2013

CHARGES TO TAX COLLECTOR

1.	Total amount of all taxes & late list penalties placed in the Tax Collector's hands for collection for the year:	\$	463,321.78
2.	All interest, costs, and fees collected by the Tax Collector	\$	1,025.16
TOTAL:		\$	464,346.94

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or receipted for by the proper official:	\$	452,174.71
2.	Releases allowed by the governing body:	\$	615.25
3.	The principal amount of outstanding ad valorem taxes:	\$	11,556.98
4.	Minimum bill and small under/over payments write-off:	\$	-
TOTAL:		\$	464,346.94



UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main Street
P.O. Box 38
Monroe, NC 28111-0038

704-283-3848
704-283-3897 Fax

FISCAL YEAR 2012-2013
SETTLEMENT FOR DELINQUENT REAL AND PERSONAL PROPERTY
TAXES FOR YEAR 2008 – 2011

TO: Town of Wingate Board of Commissioners
The Honorable Bill G. Braswell, Mayor

FROM: Vann Harrell, Assistant Collector of Revenue
John C. Petoskey, Tax Administrator

CC: Patrick Niland, Town Manager
Karen Wingo, Town Clerk

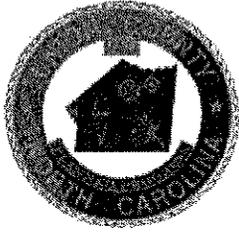
DATE: July 30, 2013

CHARGES TO TAX COLLECTOR

1.	Total amount of delinquent taxes placed in the Tax Collector's hands for collection for this year:	\$	24,596.60
2.	All interest, costs, and fees collected by the Tax Collector	\$	1,251.70
TOTAL:		\$	25,848.30

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or receipted for by the proper official:	\$	10,654.10
2.	Releases allowed by the governing body:	\$	1,510.17
3.	Write-offs allowed by governing body:	\$	0.00
4.	The principal amount of outstanding ad valorem taxes:	\$	13,684.03
TOTAL:		\$	25,848.30



UNION COUNTY
Office of the Tax Administrator
Collections Division
 500 N. Main Street
 P.O. Box 38
 Monroe, NC 28111-0038

704-283-3848
 704-283-3897 Fax

**FY 12-13 Breakdown of Settlement for Delinquent Real and Personal Property
 Taxes for Tax Year 2008 - 2011**

Charges to the Collector					
	Beginning Balance	Levy Added	Supplementals	Total Balance	
2011	\$ 11,468.49	\$ 77.42	\$ -	\$	11,545.91
2010	\$ 6,303.63	\$ 77.42	\$ -	\$	6,381.05
2009	\$ 3,108.35	\$ 77.42	\$ -	\$	3,185.77
2008	\$ 3,406.45	\$ 77.42	\$ -	\$	3,483.87
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 24,286.92	\$ 309.68	\$ -	\$	24,596.60

Credits to the Collector						
	Sums Deposited	Releases	Write-offs	Balance of credits to Collector	Principal amount outstanding	
2011	\$ 5,947.51	\$ 457.98	\$ -	\$ 6,405.49	\$	5,140.42
2010	\$ 3,080.44	\$ 350.73	\$ -	\$ 3,431.17	\$	2,949.88
2009	\$ 207.57	\$ 350.73	\$ -	\$ 558.30	\$	2,627.47
2008	\$ 166.88	\$ 350.73	\$ -	\$ 517.61	\$	2,966.26
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 9,402.40	\$ 1,510.17	\$ -	\$ 10,912.57	\$	13,684.03

* The dollar amounts shown are not reflective of interest amount shown collected on previous page

** FINAL TOTALS **

PROPERTY TYPE	COUNT	NET VALUE	PRINCIPAL TAX	LATE LIST PENALTY	TOTAL TAX LEVY	OTHER BILLING CHARGES	TOTAL AMOUNT
---------------	-------	-----------	---------------	-------------------	----------------	-----------------------	--------------

RATE YEAR-2013 RGCD-100 UNIT-300 116690134 455,092.10 1,013.03 456,105.13 456,105.13

** NORMAL END OF JOB **

STATE OF NORTH CAROLINA

LEASE

COUNTY OF UNION

This lease is made this 1st day of July, 2013 between THE JESSE HELMS CENTER FOUNDATION ("Lessor"), and THE TOWN OF WINGATE, a municipality located in Union County, North Carolina ("Lessee"), both Lessor and Lessee having its respective offices in the Town of Wingate, North Carolina;

WITNESSETH:

That subject to the terms and conditions herein set out, the Lessor does hereby let and lease unto the Lessee, and the Lessee does hereby accept as tenant of the Lessor a certain two-story former dwelling house (white frame), now or formerly used as Lessor's offices, along with paved parking lot located on east side of the house, said properties being located at 3918 U.S. Highway 74 East, Wingate, North Carolina, and being all of Tract #1 (0.70 acre) and Tract #2 (0.83 acre) as shown on Exhibit A, attached and made a part of this lease. This property is located at the southwest intersection of U.S. Highway 74 and North Main Street, Wingate, North Carolina.

The terms and conditions of this lease being as follows:

1. This lease shall begin as of the 1st day of July, 2013, and, unless sooner terminated as herein provided, shall exist and continue for a two-year period, ending the 30th day of June, 2015. The lease shall automatically renew for an additional two-year period, and shall continue to do so until either the Lessor or Lessee give notice in writing to the other party that it shall not be renewed. Notice to not renew the lease must be given at least ninety (90) days before the lease term is set to expire.

2. The rental to be paid by the Lessee to Lessor for said premises shall be One Thousand Five Hundred Dollars (\$1500.00) per calendar month, payable monthly in advance of the first day of each calendar month.
3. Lessee agrees to accept said premises in their present condition, except that Lessor agrees to be responsible for and bear total expense for major maintenance items, such as, but not limited to, exterior painting, HVAC system, electrical, plumbing, and roof. During the term of the lease Lessee agrees to make such repairs as may be necessary to maintain the premises in their present condition, ordinary wear and tear expected. Lessee agrees to be responsible for the general maintenance of the interior of the house and to pay all costs of same. Further, Lessee shall provide at its sole cost, regular trash service (dumpster) that will be shared by Lessor and Lessee. At termination of the lease Lessee agrees to surrender the premises to Lessor in as good condition as the same now are, acts of God, fire or other casualty, ordinary wear and tear excepted. Lessee agrees to bear the cost of and maintain the interior of the structure, including any painting that Lessee may elect to do. Lessee also agrees to provide for regular pest control services, the cost of which shall be paid by the Lessee. Lessee also agrees to pay for half of the cost to replace the digital projector bulb located in the small, downstairs conference room of the Jesse Helms Center that is regularly used by the Town.
4. Lessor will be responsible for and bear the cost of lawn care and maintenance and parking lot maintenance on a regular and reasonable basis, for the premises leased to Lessee during the full term of the lease. Lessor further agrees and does hereby grant to Lessee, its guests, employees and invitees, the easement, right and privilege to use the parking facilities that are a part of the Lessor's new facility next door to the leased premises, for so long as such parking does not interfere with the operation and activities of the Lessor, on a "need to" basis or under circumstances when guests or invitees of Lessee park there by mistake.
5. Lessee will pay all utilities associated with the leased premises, including but not limited to electricity, gas, water and sewage, telephone, etc., during the lease term.
6. During the lease term Lessee agrees that it will at all times, at its own expense, maintain and keep in force public liability insurance against claims for bodily injury, death or property damage occurring in or on or about the demised premises and will also provide at its sole cost and expense, such fire and extended coverage and vandalism and malicious mischief insurance covering the contents of the demised premises as Lessee deems advisable. Lessee agrees that Lessor will be named as an additional insured on Lessee's liability policy covering the leased

premises, including improvements thereon. Lessor, at its sole cost and expense, shall keep the premises and building and improvements thereon, to-wit: all of the property deemed to be real property under the terms of this lease insured to the extent of the full replacement cost thereof against loss or damage by fire, with extended coverage.

7. Lessor agrees that Lessee shall have access to Lessor's new meeting facilities (brick structure located next door and west of leased premises) on the 1st and 3rd Tuesday of each calendar month at 7:00 o'clock P.M. for Lessee's regularly scheduled meetings, and at other times when meeting dates and times must be changed and rescheduled, provided that such meeting does not conflict with Lessor's use of its premises. Lessee agrees to notify Lessor of a requirement to change meeting dates or times, and obtain Lessor's approval in order to avoid conflict. Lessee agrees to indemnify, save and hold harmless Lessor from any damages caused by Lessee (or its employees, guests and invitees) resulting from Lessee's use of Lessor's premises, and to include its (Lessee) use of the Lessor's said premises in the coverage provided by Lessee's policy of liability insurance and naming Lessor as additional insured therein.
8. It is agreed that either Lessor or Lessee, prior to the end of the term of this lease, may elect to terminate this lease, early, by providing the other party written notice no fewer than one hundred twenty (120) days prior to the date of termination, and upon the date of termination, the parties shall have no further liability under the terms of this lease.
9. It is agreed that if any monthly installment of rent as hereby called for be and remain overdue and unpaid for fifteen (15) days, at any time during such default Lessor may at its option terminate this lease and demand and receive possession of the premises.
10. A Memorandum of Lease, setting forth the essential terms hereof, has been executed by Lessor for recording in the Union County Registry.

In Testimony Whereof, said parties have executed this lease in duplicate originals, one of which is retained by each of them, the day and year first above written. This lease is approved for execution by the Board of Directors of the lessor, and by the Board of Commissioners of lessee. John Dodd, president of lessor, has been approved and directed to execute this lease on behalf of lessor, and Bill G. Braswell, mayor of lessee, has been approved and directed to execute this lease on behalf of lessee.

THE JESSEE HELMS CENTER FOUNDATION

By:  (SEAL)
John Dodd, President

THE TOWN OF WINGATE

By: _____
Bill G. Braswell, Mayor

Attest:

Karen Wingo, Town Clerk



2013 FARM-CITY CELEBRATION

Thursday
September 26, 2013
Doors open at 5:30 pm
Dinner Service at 6:15 pm
Program starts at 7:00 pm

Union County Agricultural Services and Conference Center
3230 Presson Road
Monroe, NC 28112

YES I would like to support the 2013 Farm City Celebration

PLEASE INVOICE ME FOR:

Gold Table(s) at \$160.00 Each

Regular Table(s) at \$120.00 Each

Or

Regular (Individual) Seating Tickets at \$20.00 Each

NAME: _____

BUSINESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (_____) _____

FAX: : (_____) _____

Mail or Fax to:

Union County Center c/o Extension Advisory Council 3230-D Presson Road Monroe, NC 28112	FAX: 704.283.3734 EMAIL: chris_u_austin@ncsu.edu
--	---

THANK YOU FOR YOUR SUPPORT

WASTEWATER CAPACITY RESOLUTION

WHEREAS, the Town of Wingate contracts with Union County for the treatment of wastewater; and

WHEREAS, the contract for treatment has expired and a new contract is currently being drafted; and

WHEREAS, preliminary budget information and financial data has been provided to the Town of Wingate by Union County; and

WHEREAS, subject to detailed analyses, the cost associated with the eastside collection system seem to be reasonable in nature; and

WHEREAS, the Town of Wingate will seek additional contracted capacity to better reflect both current usage and future growth; therefore, be it

RESOLVED, That the Town of Wingate supports a new agreement for wastewater treatment, and publically states its intention to secure additional capacity.

Brent Moser - Mayor Pro Tem

Karen Wingo Town Clerk

**A RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN
PROPERTY OR INTEREST IN PROPERTY OF TEMPORARY AND
PRERMANENT UTILITY RIGHT-OF-WAY/EASEMENT**

WEREAS, the governing body of the Town of Wingate hereby determines that it is necessary and in the public interest to acquire certain property or interest in property owned by the following person(s) (now or formerly):

1. Timothy M. Sims, Tax ID: 09-019-068
2. Bradley Darst, Tax ID: 09-019-068B
3. BB&T, as Trustee for Pattie McCollum Helms, deceased, Tax ID: 09-022-012
4. Julia Allen, Tax ID: 09-022-021
5. Ruth Robinson, Tax ID: 09-025-008
6. William C. Rushing, Tax ID: 09-019-082

For the following purpose:

- a. Temporary Construction
- b. Permanent Utility Right of Way/Easement

WHEREAS, the proper officials of representatives of the Town of Wingate have been unable to acquire the needed interest in these properties by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissions of the Town of Wingate, that:

1. The Town of Wingate shall acquire by condemnation, for the purposes stated above. The property or interest in property is described as follows:

Easement and right of way in and over and across certain land, located in the Town of Wingate and more particularly described on the attached surveys.

2. The attorney representing the Town of Wingate is directed to institute the necessary proceeding under Chapter 40A of the North Carolina General Statutes to acquire property or interest in property hereinabove described.

ADOPTED: This the 17th day of September, 2013.

Brent Moser – Mayor Pro Tem

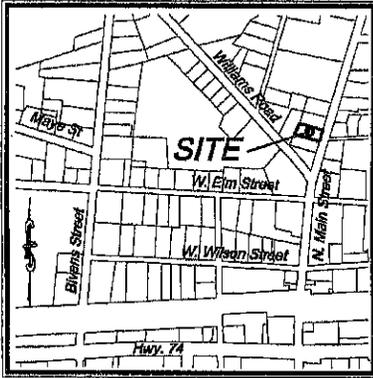
Karen Wingo – Town Clerk

Exhibit A

Certificate of Survey and Accuracy
State of North Carolina, Union County

I, F. Donald Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of acquisition of easements only, and is not intended to be a boundary survey of the property shown.

7th day of January, A.D., 2013
F. Donald Lawrence
F. Donald Lawrence, NCPLS L-1290



Vicinity Map

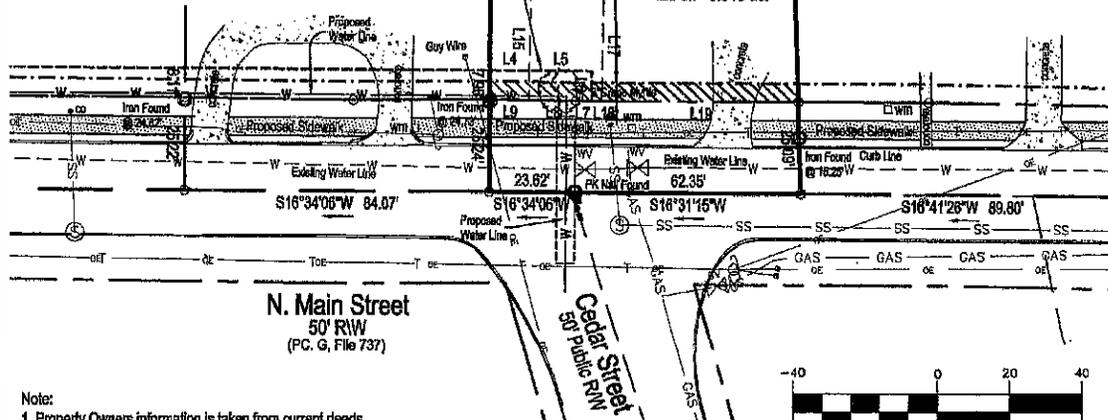
Legend	
Power Line.....	PP
Power pole.....	LP
Light pole.....	FP
Fire hydrant.....	WM
Water meter.....	WV
Water valve.....	

Tax #09-019-089
Union Inc.
Db. 3279, Pg. 505

CURVE TABLE				
Curve	Radius	Length	Chord	Chord Brg.
C1	1788.44	27.87	27.87	N36°11'54"W

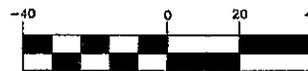
LINE TABLE		
Line	Bearing	Length
L1	S72°24'10"E	13.72
L2	N16°39'08"E	124.44
L3	N16°39'08"E	84.06
L4	N16°39'08"E	10.97
L5	N16°39'08"E	17.18
L6	S73°28'28"E	8.15
L7	S16°27'09"W	4.39
L8	S17°09'00"W	12.87
L9	S17°09'00"W	10.88
L10	S16°04'05"W	37.76
L11	S16°56'40"W	46.31
L12	S16°50'03"W	63.41
L13	S18°12'04"W	44.65
L14	S16°13'50"W	33.00
L15	N72°51'00"W	30.00
L16	N17°08'00"E	20.00
L17	S72°51'00"E	29.81
L18	N16°27'09"E	2.74
L19	N16°27'09"E	54.28
L20	N16°29'48"E	36.24
L21	N17°11'02"E	53.59
L22	N17°05'00"E	16.51
L23	N15°46'05"E	26.28
L24	N16°17'50"E	48.30

96 sf. - 0.016 ac.



- Note:
1. Property Owners information is taken from current deeds and tax records and are considered "now or formerly".
 2. May be subject to other right of ways, easements or restrictions either recorded or implied.
 3. Bearings based on N.C. Grid NAD83

Note: This survey was performed without benefit of a title commitment report. Lawrence Associates does not claim that all matters of record which may or may not affect the subject property are shown hereon.



(IN FEET)
1 inch = 40 ft.

LAWRENCE ASSOCIATES
106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013 866-557-8051
F 704-283-9035
www.lawrenceurveying.com
Firm License Number: C-2856

Easement Survey of
Timothy M. Sims & Angela H. Sims Property
Town Of Wingate
Monroe Township, Union County, NC

Orig. scale: 1" = 40' Date: December 27, 2012 Drawn By: JLH

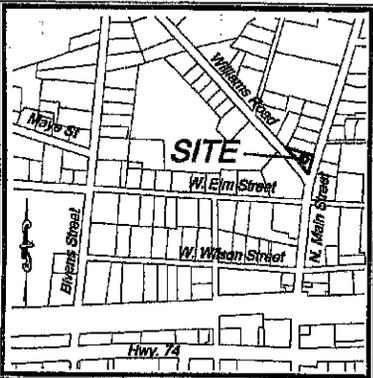
REVISIONS
1/04/13 JLH

Exhibit A

Certificate of Survey and Accuracy
State of North Carolina, Union County

I, F. Donald Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of aquisition of easements only, and is not intended to be a boundary survey of the property shown.

The day of January, A.D., 2013
F. Donald Lawrence
F. Donald Lawrence, NCPLS L-1290

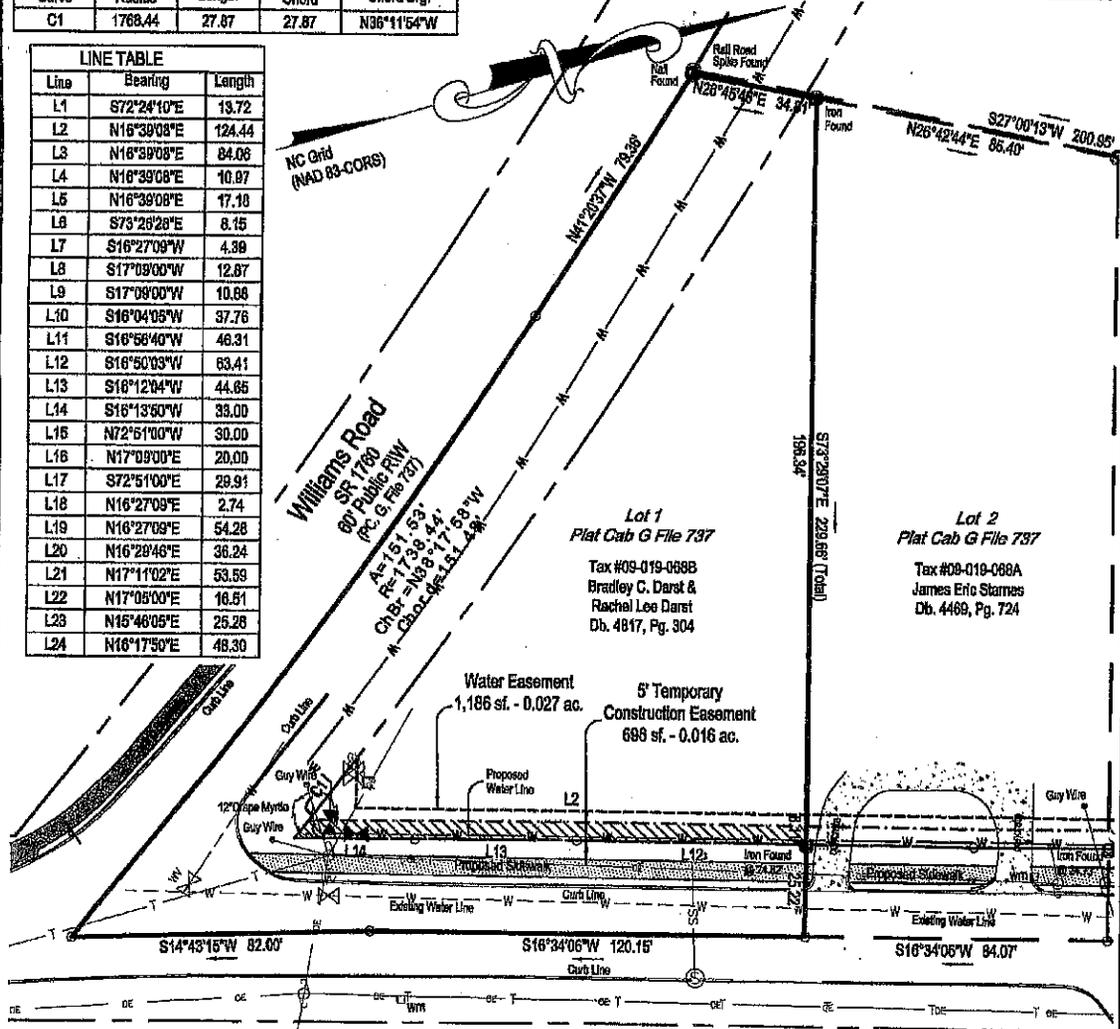


Vicinity Map

Curve	Radius	Length	Chord	Chord Brg.
C1	1768.44	27.87	27.87	N36°11'54"W

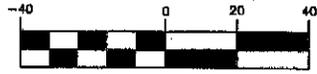
Line	Bearing	Length
L1	S72°24'10"E	13.72
L2	N16°39'08"E	124.44
L3	N16°39'08"E	84.08
L4	N16°39'08"E	10.87
L5	N16°39'08"E	17.18
L6	S73°26'28"E	8.15
L7	S16°27'09"W	4.39
L8	S17°09'00"W	12.87
L9	S17°09'00"W	10.66
L10	S16°04'05"W	37.76
L11	S16°58'40"W	46.31
L12	S16°50'03"W	63.41
L13	S16°12'04"W	44.65
L14	S16°13'50"W	33.00
L15	N72°51'00"W	30.00
L16	N17°09'00"E	20.00
L17	S72°51'00"E	29.91
L18	N16°27'09"E	2.74
L19	N16°27'09"E	54.28
L20	N16°28'46"E	36.24
L21	N17°11'02"E	53.59
L22	N17°05'00"E	16.51
L23	N16°48'05"E	25.28
L24	N16°17'50"E	48.30

Power Line.....	— — — — —	PP
Power pole.....	○	LP
Light pole.....	⊙	FH
Fire hydrant.....	⊕	WM
Water meter.....	⊗	WV
Water valve.....	⊘	



- Note:
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 3. Bearings based on N.C. Grid NAD83

Note: This survey was performed without benefit of a title commitment report. Lawrence Associates does not claim that all matters of record which may or may not affect the subject property are shown hereon.



(IN FEET)
1 inch = 40 ft.

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Monroe, North Carolina 28112
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F 704-283-9035
www.lawrenceurveying.com
Firm License Number: C-2856

**Easement Survey of
Bradley C. Darst & Rachel Lee Darst Property**
Town Of Wingate
Monroe Township, Union County, NC

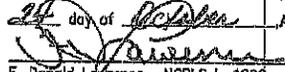
Orig. scale: 1" = 40' Date: December 27, 2012 Drawn By: J.L.H.

1/04/13	J.L.H.

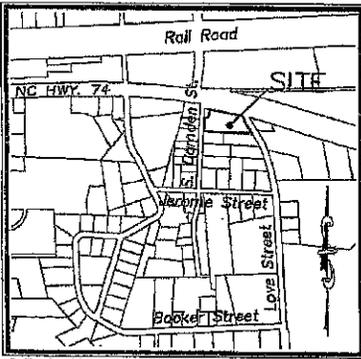
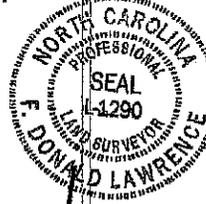
Exhibit B

Certificate of Survey & Accuracy
 State of North Carolina, Union County

I, **F. Donald Lawrence**, certify that this plot was drawn under my supervision and that the plot was prepared for the purpose of acquisition of easements only, and is not intended to be a boundary survey of the property shown.

24 day of *October*, A.D., 20*12*

 F. Donald Lawrence, NCPLS L-1290

Legend	
Water Line	w
Power Line	che
Power pole	cp PP
Fire hydrant	fh FH
Water valve	wv WV
Water meter	dm WM
IPF	Iron Pin Found



Vicinity Map

Tax# 09-022-013A
 Curlie V. Moore &
 Carolyn A. Moore
 Db. 314, Pg. 009

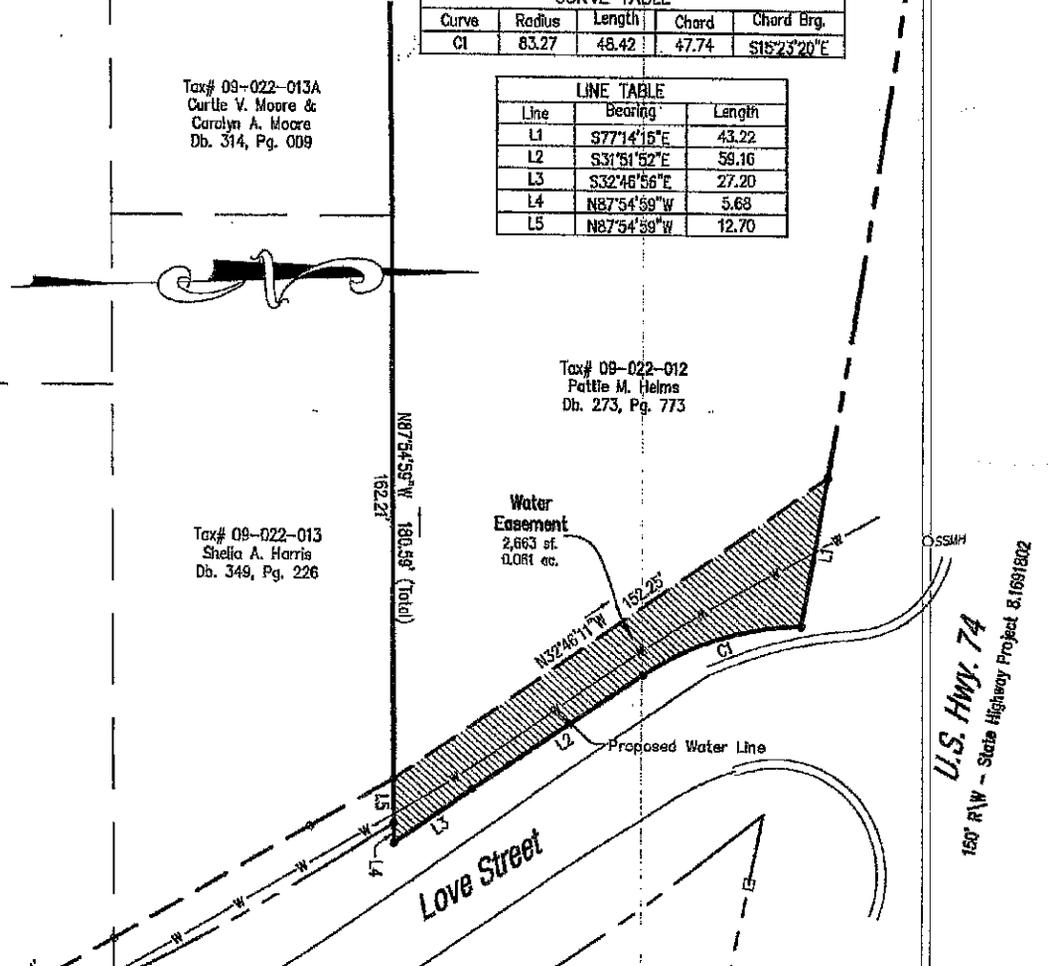
CURVE TABLE				
Curve	Radius	Length	Chord	Chord Brg.
C1	83.27	48.42	47.74	S15°23'20"E

LINE TABLE		
Line	Bearing	Length
L1	S77°14'18"E	43.22
L2	S31°51'52"E	59.16
L3	S32°48'56"E	27.20
L4	N87°54'59"W	5.68
L5	N87°54'59"W	12.70

Tax# 09-022-012
 Pattie M. Helms
 Db. 273, Pg. 773

Tax# 09-022-013
 Shelia A. Harris
 Db. 349, Pg. 226

Water Easement
 2,663 sq. ft.
 0.061 ac.



Note:

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3. May be subject to other right of ways, easements or restrictions either recorded or implied.
4. Bearings based on N.C. Grid NAD83

Note:

This Map has not been reviewed by a Local Government Agency for Compliance with applicable Land Development Regulations.



(IN FEET)

1 inch = 40 ft.

For the Benefit of the Town of Wingate

LAWRENCE ASSOCIATES

108 W. Jefferson St.
 Monroe, North Carolina 28112
 P 704-289-1013 868-557-8051
 F 704-283-9035
 www.lawrencsurveying.com
 Firm License Number: C-2856

Water Line Easement Survey Property Of:
Pattie M. Helms (Now or Formerly)
 Marshville Township, Union County, NC

Orig. scale: 1" = 40'

Date: Oct. 11, 2012

Drawn By: JH

REVISIONS

10/15/2012 JH

Job No. 0538-313 Love Street

Drawing file: Helms-Water Esmt.dwg

Drawing no. 12/103

Exhibit B

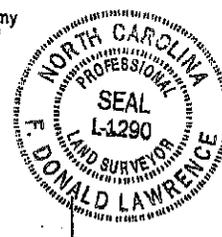
Certificate of Survey & Accuracy
 State of North Carolina, Union County

Legend	
Water Line	W
Power Line	oh
Power pole	PP
Fire hydrant	FH
Water valve	WV
Water meter	WM
IPF	Iron Pin Found

I, F. Donald Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of acquisition of easements only, and is not intended to be a boundary survey of the property shown.

Day of October, A.D., 2012

F. Donald Lawrence, NCPLS L-1290

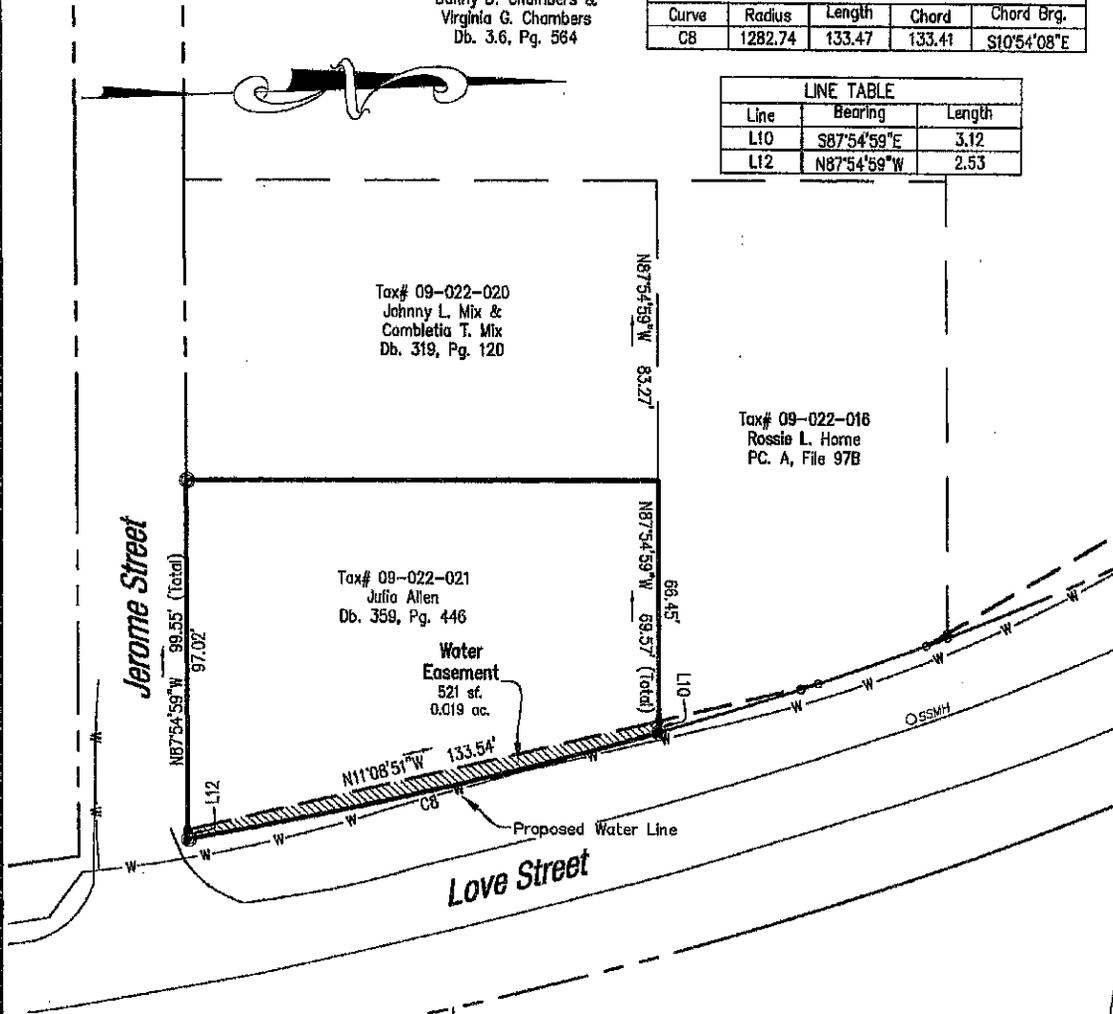


Vicinity Map

Tax# 09-022-019A
 Danny D. Chambers &
 Virginia G. Chambers
 Db. 3.6, Pg. 564

CURVE TABLE				
Curve	Radius	Length	Chord	Chord Brg.
CB	1282.74	133.47	133.41	S10°54'08"E

LINE TABLE		
Line	Bearing	Length
L10	S87°54'59"E	3.12
L12	N87°54'59"W	2.53



- Note:
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 - Bearings based on N.C. Grid NAD83

Note:
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(IN FEET)

For the Benefit of the Town of Wingate 1 inch = 40 ft.

LAWRENCE ASSOCIATES
 106 W. Jefferson St.
 Monroe, North Carolina 28112
 P 704-289-1013 866-557-8051
 F 704-283-9035
 www.lawrencesurveying.com
 Firm License Number: C-2856

Water Line Easement Survey Property Of:
Julia Allen (Now or Formerly)
 Marshville Township, Union County, NC

REVISIONS
10/15/2012 JLH

Orig. scale: 1" = 40' Date: Oct. 11, 2012 Drawn By: JLH

Job No. 0538-3113 Love Street Drawing file: Allen-Water Esmt.dwg Drawing no. 12/107

Exhibit B

Certificate of Survey & Accuracy

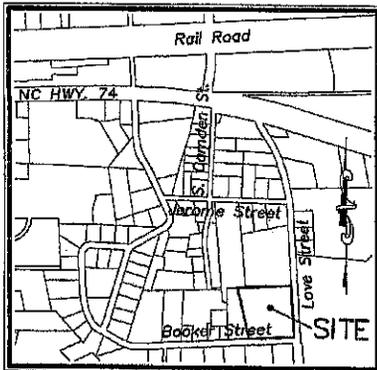
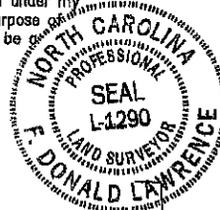
State of North Carolina, Union County

I, F. Donald Lawrence, certify that this plot was drawn under my supervision and that the plot was prepared for the purpose of acquisition of easements only, and is not intended to be a boundary survey of the property shown.

15 day of October, A.D., 2012

F. Donald Lawrence, NCPLS L-1290

Legend	
Water Line.....	w
Power Line.....	che
Power pole.....	cp
Fire hydrant.....	pp
Water valve.....	FH
Water meter.....	WV
IFP	WM
	Iron Pin Found



Vicinity Map

Tax# 09-025-004
Lester J. Robinson
Db. 1747, Pg. 827

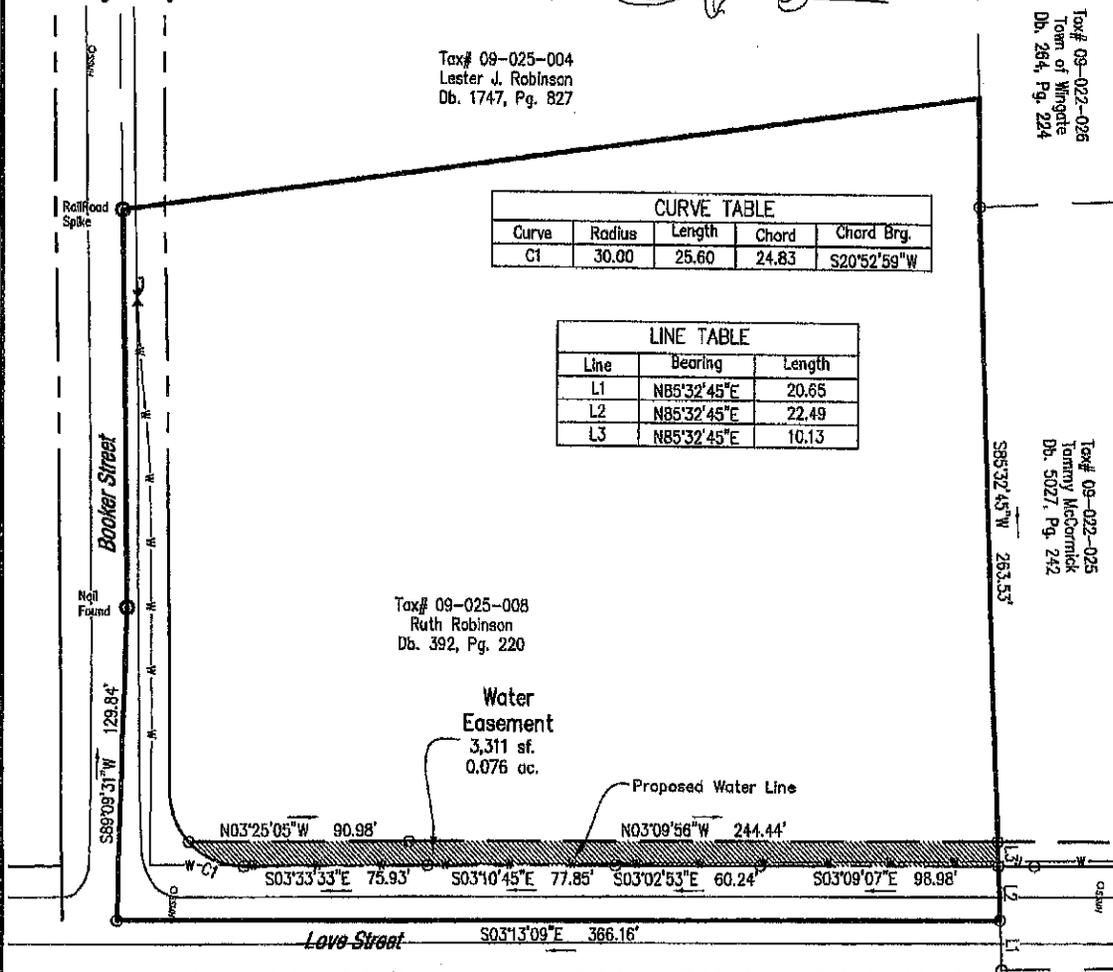
Tax# 09-022-026
Town of Wingate
Db. 284, Pg. 224

CURVE TABLE				
Curve	Radius	Length	Chord	Chord Brg.
C1	30.00	25.60	24.83	S20°52'59"W

LINE TABLE		
Line	Bearing	Length
L1	N85°32'45"E	20.65
L2	N85°32'45"E	22.49
L3	N85°32'45"E	10.13

Tax# 09-025-008
Ruth Robinson
Db. 392, Pg. 220

Tax# 09-022-025
Tammy McCormick
Db. 5027, Pg. 242



Note:

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4. Bearings based on N.C. Grid NAD83

Note:

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(IN FEET)

For the Benefit of the Town of Wingate 1 inch = 60 ft.

LAWRENCE ASSOCIATES
106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013 866-557-8051
F 704-283-9035
www.lawrencesurveying.com
Firm License Number: C-2856

Water Line Easement Survey Property Of:
Ruth Robinson (Now or Formerly)
Marshville Township, Union County, NC

REVISIONS

Orig. scale: 1" = 60' Date: Oct. 15, 2012 Drawn By: JLH

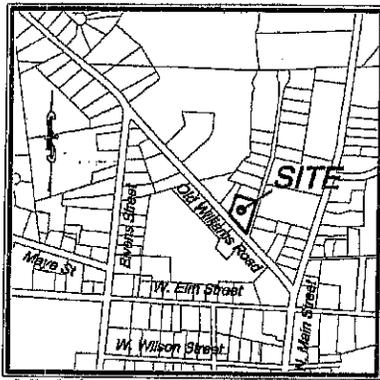
Job No. 0538-3113 Love Street Drawing file: Robinson-Water Esmt.dwg Drawing no. 12/112

Exhibit A

Certificate of Survey and Accuracy
State of North Carolina, Union County

I, F. Donald Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of acquisition of easements only, and is not intended to be a boundary survey of the property shown.

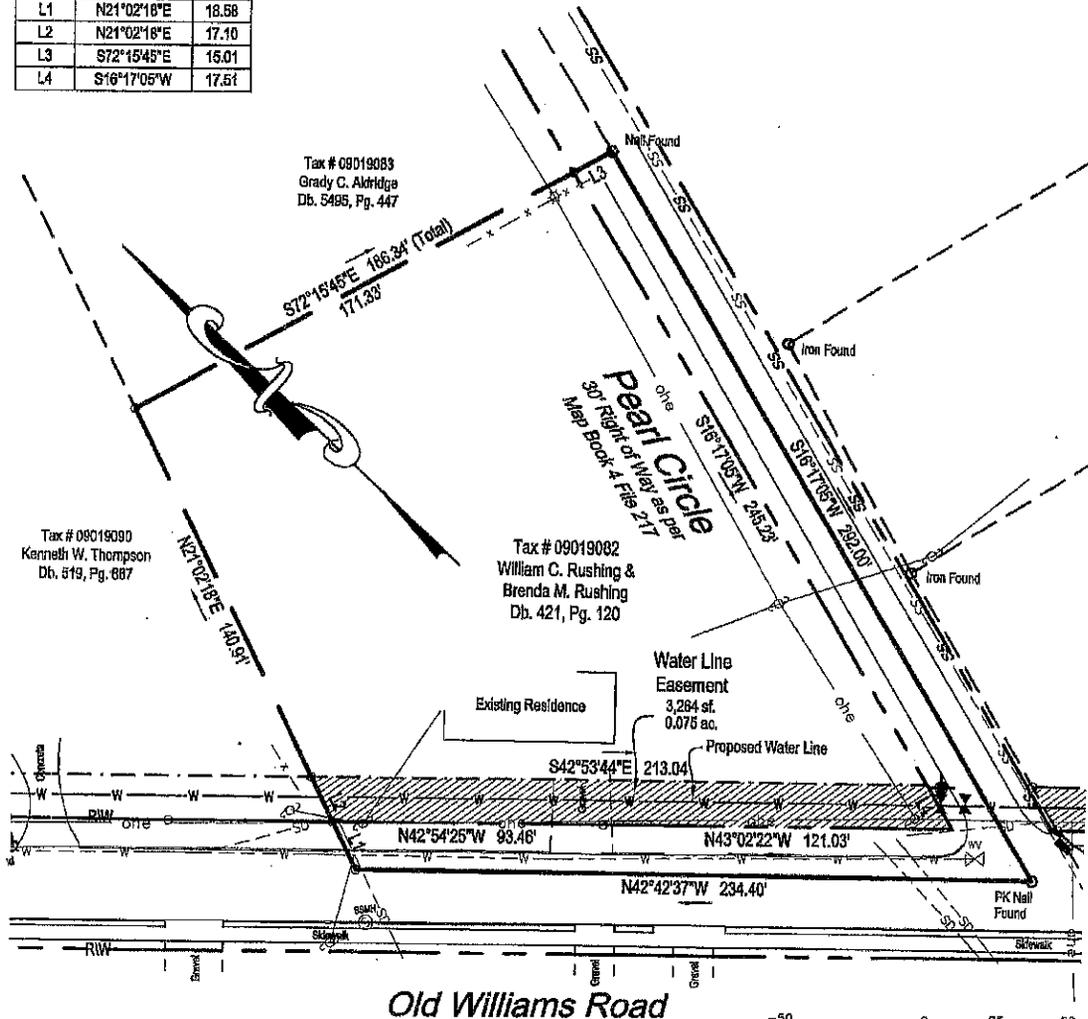
9th day of January, A.D., 2013
F. Donald Lawrence, NCPLS L-1290



Vicinity Map

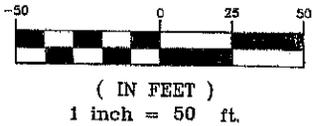
LINE TABLE		
Line	Bearing	Length
L1	N21°02'18"E	18.58
L2	N21°02'18"E	17.10
L3	S72°15'45"E	16.01
L4	S16°17'05"W	17.51

Legend	
Power Line.....	one
Power pole.....	PP
Light pole.....	LP
Fire hydrant.....	FH
Water meter.....	WM
Water valve.....	WV



Note:
1. Property Owners information is taken from current deeds and tax records and are considered "now or formerly".
2. May be subject to other right of ways, easements or restrictions either recorded or implied.
3. Bearings based on N.C. Grid NAD83

Note: This survey was performed without benefit of a title commitment report. Lawrence Associates does not claim that all matters of record which may or may not affect the subject property are shown hereon.



LAWRENCE ASSOCIATES
106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013 866-557-8051
F 704-283-9035
www.lawrenceurveying.com
Firm License Number: C-2856

Easement Survey of
William C. Rushing & Brenda M. Rushing Property
Town Of Wingate
Monroe Township, Union County, NC

REVISIONS
1/8/13 JLH
1/9/13 JLH

Orig. scale: 1" = 50' Date: January 7, 2013 Drawn By: JLH

Job No. 0104-3334 Drawing file: Rushing-Easement.dwg Drawing no. 13/020

**MEMORANDUM OF UNDERSTANDING
FOR**

COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

AMONG

THE GOVERNOR OF THE STATE OF NORTH CAROLINA,
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
THE CITY OF CHARLOTTE, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF FAIRVIEW,
TOWN OF HUNTERSVILLE, TOWN OF INDIAN TRAIL, IREDELL COUNTY, TOWN OF MARSHVILLE,
VILLAGE OF MARVIN, TOWN OF MATTHEWS,
MECKLENBURG COUNTY, TOWN OF MINERAL SPRINGS, TOWN OF MINT HILL, CITY OF MONROE,
TOWN OF MOORESVILLE, TOWN OF PINEVILLE,
TOWN OF STALLINGS, CITY OF STATESVILLE, TOWN OF TROUTMAN, UNION COUNTY, TOWN OF
WAXHAW, TOWN OF WEDDINGTON, VILLAGE OF WESLEY CHAPEL, TOWN OF WINGATE and the
METROPOLITAN TRANSIT COMMISSION, IN COOPERATION WITH THE UNITED STATES DEPARTMENT
OF TRANSPORTATION

WITNESSETH THAT:

WHEREAS, Section 134(a) of Title 23 of the United States Code states:

“It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities), which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems”; and,

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina requires that:

Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation.

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(b1-4) provides that:

After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities.

The municipality or the MPO shall provide opportunity for public comments prior to adoption of the transportation plan.

For portions of a county located within an MPO, the development of a comprehensive transportation plan shall take place through the metropolitan planning organization.

To complement the roadway element of the transportation plan, municipalities and MPOs may develop a collector street plan to assist in developing the roadway network. The Department of Transportation may review and provide comments but is not required to provide approval of the collector street plan.

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(d) provides that:

For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO.,

WHEREAS, it is the desire of these agencies that the previously established continuing, comprehensive, cooperative transportation planning process, as set forth in the Memorandum of Understanding dated September 2003 be revised and updated to comply with 23 U.S.C. subsections 134, as amended (Federal Highway Administration) and 49 U.S.C. 5303, 5305, 5306 and 5307 (Federal Transit Administration).

WHEREAS, the effective date of this document shall be the date on which it is signed by the Governor of the State of North Carolina, or his designee.

NOW THEREFORE the Memorandum of Understanding is amended to read as follows:

SECTION I. It is hereby agreed that the CITY OF CHARLOTTE, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF FAIRVIEW, TOWN OF HUNTERSVILLE, TOWN OF INDIAN TRAIL, IREDELL COUNTY, TOWN OF MARSHVILLE, VILLAGE OF MARVIN, TOWN OF MATTHEWS, MECKLENBURG COUNTY, TOWN OF MINERAL SPRINGS, TOWN OF MINT HILL, CITY OF MONROE, TOWN OF MOORESVILLE, TOWN OF PINEVILLE, TOWN OF STALLINGS, CITY OF STATESVILLE, TOWN OF TROUTMAN, UNION COUNTY, TOWN OF WAXHAW, TOWN OF WEDDINGTON, VILLAGE OF WESLEY CHAPEL, TOWN OF WINGATE, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION in cooperation with THE UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

- A. The area involved will consist of the Charlotte Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, in addition to that area beyond the existing urbanized area boundary that is expected to become urban within a twenty-year planning period. This area is hereinafter referred to as the Planning Area.

Portions of the Charlotte Urbanized Area located in the following counties are by agreement with adjacent metropolitan planning organizations (MPO) not part of the planning area of the Charlotte Regional Transportation Planning Organization (CRTPO): Cabarrus, Catawba, Gaston, Lancaster, Lincoln and York. The responsibility for implementing a continuing transportation planning process shall

be the responsibility of those MPOs, as noted in the mutually adopted agreements between CRTPO and the adjacent MPOs.

- B. The continuing transportation planning process will be a cooperative one and all planning discussions will be reflective of and responsible to the comprehensive plans for growth and development of the Planning Area.
- C. The continuing transportation planning process will be conducted in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
- D. The Charlotte Regional Transportation Planning Organization, hereinafter referred to as the CRTPO, is hereby established with responsibility for coordinating transportation policy of member local governments within the Planning Area and will consist of the Chief Elected Official or a single representative appointed by the Chief Elected Official from the following Boards of General Purpose Local Government as well as two members from the North Carolina Board of Transportation and one member representing the Metropolitan Transit Commission:

- 1. Charlotte City Council
- 2. Cornelius Board of Commissioners
- 3. Davidson Board of Commissioners
- 4. Fairview Town Council
- 5. Huntersville Board of Commissioners
- 6. Indian Trail Town Council
- 7. Iredell County Board of Commissioners
- 8. Marshville Town Council
- 9. Marvin Village Council
- 10. Matthews Board of Commissioners
- 11. Mecklenburg County Board of Commissioners
- 12. Metropolitan Transit Commission
- 13. Mineral Springs Town Council
- 14. Mint Hill Board of Commissioners
- 15. Monroe City Council
- 16. Mooresville Town Board of Commissioners
- 17. Pineville Town Council
- 18. Stallings Town Council
- 19. Statesville City Council
- 20. Troutman Board of Aldermen
- 21. Union County Board of Commissioners
- 22. Waxhaw Board of Commissioners
- 23. Weddington Town Council
- 24. Wesley Chapel Village Council
- 25. Wingate Board of Commissioners
- 26. North Carolina Board of Transportation-Division 10
- 27. North Carolina Board of Transportation-Division 12

The Chief Elected Official of the above member agencies is strongly encouraged to appoint an alternate, in accordance with the rules contained within the CRTPO Bylaws.

- E. The duties and responsibilities of the CRTPO are as follow:
 - 1. The CRTPO in cooperation with the State, and in cooperation with publicly owned operators of mass transportation services, shall be responsible for carrying out the urban transportation planning process specified by the U. S. Department of Transportation and shall develop the

Unified Planning Work Program, the Metropolitan Transportation Plan, and the Transportation Improvement Program..

2. The CRTPO shall be the forum for cooperative decision-making by elected officials of General Purpose Local Government. . However, this shall not limit the CRTPO's local responsibility for (1) insuring that the transportation planning process and the plans and improvement projects which emerge from that process are consistent with the policies and desires of local government; nor, (2) serving as a forum for the resolution of conflicts which arise during the course of developing the Metropolitan Transportation Plan and the Transportation Improvement Program.
3. The CRTPO shall review and approve the Unified Planning Work Program, Metropolitan Transportation Plan and Transportation Improvement Program.
4. The CRTPO as required shall review, approve, and endorse amendments to the Unified Planning Work Program, the Metropolitan Transportation Plan and the Transportation Improvement Program.
5. The CRTPO shall be responsible for adopting and amending the Comprehensive Transportation Plan. Action of the CRTPO in this regard (and this regard only) shall be construed as definitive action of any and all affected municipalities and shall meet the statutory requirement of G.S. 136-66.2(b) without further action of the local municipality(ies).
6. The CRTPO shall have the responsibility for keeping the Boards of General Purpose Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of these Boards; and ensuring meaningful citizen participation in the transportation planning process.
7. The CRTPO shall review, approve and endorse changes to the Federal-Aid Urban Area System and Boundary, in conformance with Federal regulations.
8. The CRTPO shall review, approve, and endorse a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process; and
9. The CRTPO shall conduct the transportation planning process in conformance with the Clean Air Act, as amended.
10. The CRTPO is responsible for conducting public involvement and technical analyses to determine the preliminary alignments for transportation projects (both road and transitway) included in the Comprehensive Transportation Plan and Metropolitan Transportation Plan. These alignments will be used by local jurisdictions through their land development ordinances for right-of-way protection purposes. Once the CRTPO has adopted an official alignment, it can be modified only by official CRTPO action as outlined in the bylaws of the governing body and Technical Coordinating Committee.

The CRTPO adopts the alignment for right-of-way purposes even if the alternatives are produced through a State or locally funded environmental study process. CRTPO decisions are subject to the voting guidelines contained in Section I.G of this Memorandum of Understanding.

11. The representatives from each General Purpose Local Government on the CRTPO shall be responsible for instructing the clerk of his/her local government to submit certified and sealed copies of minutes or resolutions to the secretary of the CRTPO when formal action involving the Comprehensive Transportation Plan is taken by his/her local government.

12. The CRTPO is responsible for the distribution of funds distributed to CRTPO's under the provisions of MAP-21, and successor legislation.
 13. The CRTPO shall adopt a set of Bylaws. Amendments to the Bylaws shall occur by a 3/4 vote of the CRTPO.
 14. The CRTPO shall maintain a centralized information repository including but not limited to the Metropolitan Transportation Plan; Comprehensive Transportation Plan; the Unified Planning Work Program (UPWP); transportation conformity analysis; CRTPO and TCC Bylaws and membership lists; copies of all final environmental studies, public hearing maps, roadway corridor official maps, and noise reports on projects within the CRTPO boundaries; copies of adopted transportation project alignments; the Transportation Improvement Program (TIP) (local and state); and any other appropriate archival information. The CRTPO shall endeavor through the affected local governments and appropriate technological means to make this information easily available to local governments, citizens, and individuals involved in land development and real estate transactions.
 15. The CRTPO shall have the primary responsibility for citizen input into the continuing transportation planning process.
 18. Any other duties identified as necessary to further facilitate the transportation planning process.
- F. CRTPO shall consist of both voting and non-voting members.

Voting membership in CRTPO will consist of representatives of the following General Purpose Local Government units, the Metropolitan Transit Commission and the North Carolina Board of Transportation, which shall have the indicated number of votes:

Unit	Number of votes
City of Charlotte	31
Town of Cornelius	2
Town of Davidson	1
Town of Fairview	1
Town of Huntersville	2
Town of Indian Trail	2
Iredell County	2
Town of Marshville	1
Village of Marvin	1
Town of Matthews	2
Mecklenburg County	2
Town of Mineral Springs	1
Town of Mint Hill	2
City of Monroe	2
Town of Mooresville	2
Town of Pineville	1
Town of Stallings	1
City of Statesville	2
Town of Troutman	1
Union County	2
Town of Waxhaw	1
Town of Weddington	1
Village of Wesley Chapel	1
Town of Wingate	1
N.C. Board of Transportation (Division 10)	1
N.C. Board of Transportation (Division 12)	1

Cities/Towns within the Planning Area must have local land use plans and development ordinances in place in order to be voting members. A county other than Iredell, Mecklenburg and Union that becomes part of the Planning Area in whole or in part with at least 5,000 persons in the unincorporated area will also be eligible for voting membership. (For the purpose of establishing membership and voting privileges, jurisdictional population figures shall be calculated based on the latest decennial Census reports of the population of each jurisdiction including, in Mecklenburg County, their Spheres of Influence, in Iredell, as outlined in Section J-2 of this document, and in Union County the area including their extra-territorial jurisdiction).

Members will vote on matters pursuant to the authority granted by their respective governmental bodies.

Non-voting membership. One representative from each of the following bodies will serve as a non-voting member:

Charlotte-Mecklenburg Planning Commission
Iredell County Planning Board
Union County Planning Board
U.S. Department of Transportation – FHWA, FTA

Other local, State, or Federal agencies impacting transportation in the Planning Area, as well as cities/towns in the Planning Area that do not otherwise qualify for voting membership can become non-voting members upon invitation by the CRTPO. Cities and towns which do not act to adopt this Memorandum of Understanding, and are otherwise eligible for voting membership, may request to participate in the CRTPO no more than three months after the Memorandum of Understanding's effective date. The effective date shall be defined as the date on which the Governor of the State of North Carolina, or his designee, signs the Memorandum of Understanding.

The term of any designated representative shall be one calendar year from the date of appointment. The CRTPO shall have a Chairperson and Vice-Chairperson and shall meet in accordance with the rules contained within the CRTPO Bylaws.

G. CRTPO Voting Policy

1. A simple majority (weighted) vote shall determine all issues except as provided in 2, 3 and 4 below.
2. When any project is on a road that does not carry an I, U.S., or N.C. route designation, and is totally contained within a single municipality's corporate limits or sphere of influence, its location shall be determined only with the consent of that municipality.
3. When any project is on a road that does not carry an I, U.S. or N.C route designation, the CRTPO cannot override the position of any individual local municipality when any portion of the project is within the municipality's corporate limits or sphere of influence, except by 3/4 majority vote of all votes eligible to be cast.
4. Amendments to the MOU or the CRTPO Bylaws require a 3/4 majority vote of all votes eligible to be cast
5. Quorum shall be established in accordance with rules contained within the CRTPO Bylaws.

6. Eligibility to vote on the CRTPO shall be limited to members in good standing. A member in good standing shall be defined as one having paid its share of funding as defined in Section J of this chapter.

H. A Technical Coordinating Committee, hereinafter referred to as the TCC, shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the Planning Area and with the responsibility for making recommendations to the respective local and State governmental agencies and the CRTPO regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Unified Planning Work Program (UPWP), Comprehensive Transportation Plan, Transportation Improvement Program, Federal-Aid Urban System and Boundary, Metropolitan Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Membership of the TCC shall be defined in its bylaws and shall include technical representation from all local, county and State governmental agencies directly related to and concerned with the transportation planning process for the planning area.

A TCC member (or alternate) cannot be an elected official holding office in any CRTPO member Town/City Council or County Commission. Representatives of the municipalities shall be the chief administrative officers (town managers) or their designees. Other entities may be represented by their chief administrative officers or their designees. TCC members must be employees of the jurisdiction they represent. Each TCC member shall have one vote.

If the chief administrative officer of a TCC member entity wishes to be represented on the TCC by an individual previously designated to represent another entity on the TCC, the requesting entity's CRTPO representative or chief administrative officer must seek and obtain written approval of such an arrangement from the TCC Chair. If a single individual is the designated representative or alternate for more than one of the above entities, the designated representative shall cast one vote for each entity represented.

I. Administrative coordination for the CRTPO and for the TCC will be performed by the Charlotte-Mecklenburg Planning Department's Transportation Planning Manager, who shall report to the Chair of the CRTPO. Administrative support shall be furnished by the Charlotte-Mecklenburg Planning Department's Director. The Transportation Planning Manager shall supervise additional CRTPO staff as necessary and approved in the annual work program. The Transportation Planning Manager will serve as the Secretary for the CRTPO and TCC with the responsibility for such functions as follows:

1. Arranging meetings and agendas
2. Maintaining minutes and records
3. Preparing a Prospectus and Unified Planning Work Program (UPWP)
4. Assembling and publishing the Transportation Improvement Program
5. Serving as custodian of the Metropolitan Transportation Plan
6. Collecting from local governments certified and sealed minutes and resolutions that document transportation plan revisions and submitting these for mutual adoption by the North Carolina Department of Transportation annually or more often if deemed necessary by the CRTPO or local governments involved.
7. Monitoring the transportation planning process to insure its execution is in accordance with goals and objectives
8. Performing other coordinating functions as assigned by the CRTPO
9. Taking lead responsibility for structuring public involvement in the transportation planning process
10. Preparing the annual PL Expenditure Report

11. Supervising CRTPO staff

The Transportation Planning Manager shall be hired by the Charlotte-Mecklenburg Planning Department's Director with the concurrence of the Chairs of the CRTPO and TCC. The Transportation Planning Manager shall regularly report to the TCC and CRTPO on coordination activities and shall electronically or in writing inform interested parties of actions scheduled for consideration by the TCC and CRTPO.

J. Federal Aid Planning Grant Funds

1. All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the CRTPO.
2. The required local match of the Federal Aid planning grant funds shall be shared among all municipal and county voting members of the CRTPO on a per capita basis. The population totals used to calculate a municipal or county share shall be based upon the most recent decennial Census. The method used to determine the total population shall be as follows:
 - Iredell County: the population calculation areas for Iredell County jurisdictions will consist of previously established future annexation areas agreed to by Mooresville, Troutman and Statesville. Further, because Statesville does not have a future annexation boundary to its north, the population calculation area line will be its northern extra-territorial jurisdiction line. Iredell County will be responsible for the area outside the municipalities' population calculation areas. The population calculation areas are depicted on a map entitled "Population Geographies for the MPO Portion of Iredell County," dated August 7, 2013.
 - Mecklenburg County: a municipality's share shall be based upon the total population contained within its corporate limits and Sphere of Influence, and the County share shall be based upon the total population of all areas not within a municipal Sphere of Influence.
 - Union County: a municipality's share shall be based upon the total population contained within its corporate limits and extra-territorial jurisdiction, and the County share shall be based upon the total population outside municipal corporate limits and extra-territorial jurisdictions in the CRTPO's planning area.
3. A member providing its share of the funding shall be considered a member in good standing. Any member not providing its share of the funding by the beginning of the next Federal Fiscal Year shall forfeit its right to be a voting member during the next two Federal Fiscal Years.

Administration of funding in support of the transportation planning process on behalf of the CRTPO will be conducted by the City of Charlotte which will execute appropriate agreements with funding agencies as provided by the Unified Planning Work Program.

SECTION II. Subscribing agencies to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 30 calendar days written notice to the CRTPO Chairperson prior to the date of termination. When annexation occurs and member municipality boundaries extend beyond the adopted urbanized area boundary, the new boundaries will automatically become part of the urbanized area and will be so designated on the Comprehensive Transportation Plan within 60 calendar days of the annexation. After 18 months from the effective date of this document, the terms of this agreement will be evaluated by the participating members. It is further agreed that these agencies will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, these agencies shall coordinate zoning and subdivision approval in accordance with the adopted Comprehensive Transportation Plan.

SECTION III. In witness whereof, the Division Administrator (Federal Highway Administration) on behalf of the United States Department of Transportation, and the Secretary of Transportation on behalf of the Governor of

the State of North Carolina have signed this Memorandum of Agreement and the other parties to this Memorandum of Understanding have authorized appropriate officials to sign the same, the City of Charlotte by its Mayor, the Town of Cornelius by its Mayor, the Town of Davidson by its Mayor, the Town of Fairview by its Mayor, the Town of Huntersville by its Mayor, the Town of Indian Trail by its Mayor, Iredell County by the Chair of its Board of Commissioners, the Town of Marshville by its Mayor, the Village of Marvin by its Mayor, the Town of Matthews by its Mayor, Mecklenburg County by the Chair of its Board of Commissioners, the Town of Mineral Springs by its Mayor, the Town of Mint Hill by its Mayor, the City of Monroe by its Mayor, the Town of Mooresville by its Mayor, the Town of Pineville by its Mayor, the Town of Stallings by its Mayor, the City of Statesville by its Mayor, the Town of Troutman by its Mayor, Union County by the Chair of its Board of Commissioners, the Town of Waxhaw by its Mayor, the Town of Weddington by its Mayor, the Village of Wesley Chapel by its Mayor, the Town of Wingate by its Mayor and the Metropolitan Transit Commission by its chair.

(Seal)

City of Charlotte

Clerk

By _____
Mayor

(Seal)

Town of Cornelius

Clerk

By _____
Mayor

(Seal)

Town of Davidson

Clerk

By _____
Mayor

(Seal)

Town of Fairview

Clerk

By _____
Mayor

(Seal)

Town of Huntersville

Clerk

By _____
Mayor

(Seal)

Town of Indian Trail

Clerk

By _____
Chairperson

(Seal)

Iredell County

Clerk

By _____
Mayor

(Seal)

Town of Marshville

Clerk

By _____
Mayor

(Seal)

Village of Marvin

Clerk

By _____
Mayor

(Seal)

Clerk

Town of Matthews

By _____
Mayor

(Seal)

Clerk

Mecklenburg County

By _____
Chairperson

(Seal)

Clerk

Town of Mineral Springs

By _____
Mayor

(Seal)

Clerk

Town of Mint Hill

By _____
Mayor

(Seal)

Clerk

City of Monroe

By _____
Mayor

(Seal)

Clerk

Town of Mooresville

By _____
Mayor

(Seal)

Clerk

Town of Pineville

By _____
Mayor

(Seal)

Clerk

Town of Stallings

By _____
Mayor

(Seal)

Clerk

City of Statesville

By _____
Mayor

(Seal)

Town of Stallings

Clerk

By

Mayor

(Seal)

Town of Troutman

Clerk

By

Mayor

(Seal)

Union County

Clerk

By

Chairperson

(Seal)

Town of Waxhaw

Clerk

By

Mayor

(Seal)

Town of Weddington

Clerk

By

Mayor

(Seal)

Village of Wesley Chapel

Clerk

By

Mayor

(Seal)

Town of Wingate

Clerk

By

Mayor

(Seal)

Metropolitan Transit Commission

Clerk

By

Chairperson

Department of Transportation

By

Secretary of Transportation

Patrick Niland

From: Hart, Allen - RD, Asheboro, NC <Allen.Hart@nc.usda.gov>
Sent: Friday, September 13, 2013 9:04 AM
To: Patrick Niland
Subject: RE: Meeting

Patrick:

I believe we will be well on the way by the end of September. I do not think that I can have loan approval by then though. Our funds for this fiscal year are essentially used up. My plan is to proceed with the loan process and get you guys in line for funding as soon as it becomes available after 10/1/13. The only thing that I do not know at this time is when we will receive our FY 2014 appropriation.

I will keep you informed on the status of your application.

H. Allen Hart
Area Director
Rural Development
United States Department of Agriculture
847 Curry Drive, Suite 104
Asheboro, NC 27205
Phone: 336-629-4449 ext 125 Asheboro
Phone: 336-342-0460 ext 102 Wentworth
Cell: 336-932-9360

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From: Patrick Niland [<mailto:pniland@townofwingatenc.gov>]
Sent: Friday, September 13, 2013 8:59 AM
To: Hart, Allen - RD, Asheboro, NC
Subject: Meeting

Allen,

I have a board meeting Tuesday and I wanted to give them an update on the status of the loan application. Do you still think it we will have an answer by the end of September?

Patrick K. Niland

Town Manager
Town of Wingate
(704) 519-6820 – Cell
(704) 233-4411 – Office
(704) 233-4412 – Fax



DISCLAIMER: Pursuant to the Freedom of Information-Privacy Acts (FOIPA) and NCGS Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it may be considered public record and as such subject to request and review by anyone at any time. Please consider the environment before printing this email.

July/August 2013

CODE ENFORCEMENT

OWNER	ADDRESS	VIOLATIONS	STATUS	DATE
1. Dan Adrzjewski	2010 FGMN	WEEDS/GRASS	PENDING	8/25
2. IH2 Properties	2018 FGMN	TRASH WEEDS	CORRECTED	8/26
3. Joe Aperfine	237 Smith	Grass	CORRECTED	8/23
4. Jaime Cortez	202 Diane	Grass	CUT BY TOWN	7/28
5. Kay Long	210 Bivens	Water in Pool	PENDING	8/2/13
6. Reginald Johnson	210 Glencroft	Grass/Weeds	CUT BY TOWN	8/8/13
7. Greg Johnson	221 Glencroft	Grass/Weeds	CUT BY TOWN	7/23
8. Zhao Bao	228 S.Main	Grass/Weeds on fence	CORRECTED	7/24
9. Cecil Tomberlin	107 S. Main	Minimum Housing	PENDING	7/25
10. Diana Rollins	3618 Hwy. 74	Grass/Weeds	CORRECTED	7/3

PUBLIC WORKS

1. Made Sewer tap for new pharmacy.
2. Upgraded water tap for new pharmacy.
3. Repaired leak on 2" water main on Faculty Dr.
4. Repaired water leak on Wilson St. Replaced entire service line.
5. Cut vacant lots on Larkspur due to Code Violation not corrected.
6. Replaced water meter at 104 Ann Perry.

7. Relocated water meter at 213 Washington St.
8. Cleared sewer blockage at 106 Williams Rd.
9. Repaired 2" service line at Wingate East hit by Sewer Contractor.
10. Had Generator repaired at Diane St. lift station.
11. Repaired/Replaced street signs at Pearl and Williams Rd.
12. Repaired water main break at Bivens/Elm St.
13. Assisted State Utilities in Replacing/Adding Water Valves at Hwy. 74/ Main.
14. Repaired 8" water main break at N.Main/Wilson @ Post Office.
15. H/S paving patched water repair areas in town streets.
16. Cleared sewer blockage at Hwy. 74 and Love St.
17. Assisted sewer rehab crew during night work on replacing/repairing sewer/water Line at Hwy. 74 and Love St.
18. Bush hogged all Sewer Right of Ways.
19. Cleared brush off of Chaney St.
20. Cleared brush off of Circle Dr.
21. Cleared brush off of Gwynn St.
22. Monthly meter reads.
23. Weekly mowing town and both parks.

BS

Memo

To: Patrick Niland, Town Manager
From: Sandra T. Thomas, Grant Administrator
Date: August 16, 2013
Re: July / August Monthly Report

August / September Monthly Report

(1.) Closed / Pending Grants:

Clean Water Management Trust Fund: (Greenway Easement) Reimbursement received 07-27-13, \$14,339.24. Grant closed.

N.C. League of Municipalities: Body Armor for police officers reimbursement program. Reimbursement of \$1,500 has received. Closed.

The Rural Center: \$97,000. (Diane Street).

U. S. Department of Justice, Bulletproof Vest Program: Reimbursement request (\$2,422.57) was submitted to the Dept. of Justice on December 19, 2012, and was received on July 20, 2013. Grant closed.

(2.) New Working Grants:

North Carolina Department of Transportation, Division Enhancement Funds. On Friday, May 17th, Scott Hunsucker, Wingate University; Patrick Niland and I met with representative from the NC Department of Transportation in Albemarle reference our two grant applications. We went over the proposed projects and learned our proposals have been approved for funding. Understand state contracts are being prepared and will be forwarded for signatures.

(1) *Safe Routes to School* - Bivens - East and West, Bivens and Wilson intersection,
Bivens and Elm intersection, Bivens and Maye intersection.

(2) Enhancement Projects: (a.) Haskins Drive Sidewalk (b.) North Main Street Sidewalk.

(3.) Grant Research:

(1.) Police Department: Chief Gay and I met on August Tuesday, August 6th. Grant programs of interest include:

(A.) *Governor's Highway Safety Program.* On Thursday, August 15th, Chief Gay and I met with regional GHSP representative to discuss programs and possible funding assistance with future programs. Timeline opens January 30. Awards announced by mid-summer.

(B.) *Governor's Crime Commission.* Possible Project – "Up-date Agency Computer System". In October there will be a mandatory grant writing workshop to learn about their guideline for 2013-2014.



Community Night Out

WPD

- SWAT Truck & Equipment Display
- Mounted Patrol
- Neighborhood Watch Info
- McGruff Crime Dog
- DWI Simulation Golf Cart Challenge
- K-9 Demo
- CMC Medical Air (All Ambulance)

WFD

- Fire Truck Display
- Gear Display
- Fire Safety House
- Flow A Fire Hose
- Firefighters On Hand For
 - Safety Tips
 - Gear Demo
 - Answer Questions

Special Guests

- Safe Alliance
- Union County Community Shelter
- Alliance for Children
- Nurturing Parent and Support
- Union EMS
- Fitzgerald Senior Center
- CMC-Union
- Monroe Aquatics Center

Extras:

- Silent Auction
- Bike Rodeo
- Obstacle Course-Slide
- Moon Bounce
- SOUNDBIZ DJ Service
- Hotdogs/Soft Drinks



WINGATE POLICE

Date: October 1, 2013
 Location: Wingate Community Park
 315 W. Elm St. Wingate, 28174
 Time: 6-8:30pm

Contact: Chief Donnie Gay
 Phone: 704-233-1697
 E-mail: dgay@townofwingatenc.gov



(2.) Town of Wingate Youth Athletics: I've met with Adrienne Rorie several times working on several different proposals for our recreation program. E-mails were sent to major athletic sport stores sharing our 'needs list' including: batting helmets, batting tees, youth catcher's gear and mitts, t-ball bats, baseball bats, softball bats, t-balls, softballs and baseballs. Responses from the following programs have been received:

(A.) *Play It Again*, responded by saying they would be glad to help our program and have invited us to visit their store.

(B.) PUMA invited us to contact their sponsorship department and assured they will be able to assist us. Waiting for response from their sponsorship department.

(C.) *Dick's Sporting Goods* responded by sending us (2) Bonus Certificates (\$50 each = \$100), (10 - 2013 Team Sports Special Offers (each containing 100 coupons – 1,000 coupons). Coupons include: \$10 off purchase of \$50+; 10% off any pair of cleats; \$10 off any pair of athletic footwear \$59.99+; 20% off any regular price athletic item.

(D.) We were invited to prepare and submit an equipment grant to *Cal Ripken, Sr. Foundation*, which I did on August 12th. This is for their consideration of donating sports equipment to our program, no money is involved. Waiting to hear back on our request.

(4.) Grant Project Research / Proposal: (Asking for Council's consideration and support to continue.)

(A.) "**Lighting Charles Ray Williams Baseball Field**". After meeting with Patrick to discuss the possibilities of lighting this ball field, I started researching funding available. Field lighting is listed as a capital expenditure on the criteria list of *Baseball Tomorrow Fund*. First a letter of inquiry was submitted. Field lighting requires addition support materials, such as meeting with BTF partner, Musco Lighting, Inc. to discuss our field lighting plans. Musco Lighting, Inc. specializes in the design and manufacture of systems for lighting recreation and athletic fields. In order to streamline the BTF application and evaluation process and to ensure that your organization installs safe and effective lighting, Musco has agreed to provide free consultation to review our existing lighting plan and offer a Musco solution for our facility. Patrick and I met with Dina Neeley from Musco Lighting on May 23, 2013.

She submitted her proposal on June 24, 2013: Lights will be mounted on galvanized steel poles, concrete base and underground wire. Budget estimate based on a 300' field, 480/3 phase electrical located in outfield per Duke Engineer. She also included a copy of the warranty that eliminates 100% of Town Of Wingate's maintenance costs for 25 years. (Includes fixture repair, spot and group relamping) The budget estimate includes lighting equipment, installation and underground. Musco will provide their Light-Structure Green – engineered from foundation-to-pole top in 5 Easy Pieces and Control-Link systems.

Proposed Project Budget:

Musco - Baseball field at 50/30 foot-candles turnkey installation	\$175,000.00
Costs Related to Project: Planning – Site and Preliminary Design	10% \$ 17,500.00
Contingency	5% \$ 8,750.00
Total:	\$201,250.00

Project Budget Proposal:

(1.) <i>Baseball Tomorrow Fund</i> (50% / 50%)	\$100,625.00
(2.) North Carolina Parks and Recreation Trust Fund (50% / 50%)	\$100,625.00

Letter of Inquiry – Was submitted on August 14, 2013, to BTF. On August 16, 2013, we were not invited to submit a full applications due to the proposed budget, matching funding proposed. We were invited to submit another application in the future.

(B.) North Carolina Parks and Recreation Trust Fund (50% / 50%)

September – Attended program workshop to explain application process and requirements.

Since the Baseball Tomorrow 'letter of Inquiry' was not accepted, we are now looking at other park possibilities.

(C.) Game Time: Playground Grant – expanding and/or shade structures.

(D.) Park & Play: Playground Grant – expanding and/or shade structures.

(E.) American Academy of Dermatology – shade structures.

(F.) Nourishing North Carolina One Garden At A Time: Blue Cross Blue Shield of North Carolina and North Carolina Recreation & Park Association. Their goal is to establish a community garden at all 100 counties by the end of 2013. (Union County is still pending). \$3,000 grant, no matching money required. Priority will be given to applications where parks & recreation, the local health department and cooperative extension are involved. Priority will be given to gardens that will be sited on parks & recreation property. Funds may be requested to establish a new garden. Funds may be used for purchasing supplies, materials, plants, planting material, fencing, etc. Produce cannot be sold. At least 10% of produce must be donated to local food pantry, homeless shelter or food rescue organization. Program must have a committed 'garden team' with at least 10 team members.

(5.) 2013 Town Magazine:

In 2009 the town published our first town magazine. We printed 1,500 magazines, which cost \$2,327.78. There were some ads sold, totaling \$1,650. Therefore, the printing of the magazine cost the town \$677.78. I would like to propose a new 2013 town magazine. The topic of the magazine could include the Town of Wingate Today and Tomorrow. I am interested in approaching businesses to gain their support by buying ads to be printed in the magazine.

The ads will sell for:	<u>Size of Ad</u>	<u>Cost:</u>	
	1/8 Page	\$75.	(Business Card Size)
	1/4 Page	\$150.	
	1/2 Page	\$250.	
	Full Page	\$500.	(Within Magazine)
	Full Page	\$1,000.	(Cover Pages)

I will be making contact with Wingate University, Journalism Department, in seeking a student to work with me on this project. Their assistance with laying out the magazine and taking pictures will be greatly appreciated.

(After the first of next year, I will be proposing a 'sponsorship' program for our Summer Fun Festival.)

Up Coming Event: "Community Night Out" is scheduled for Tuesday, October 01, 2013, in the Wingate Community Town Park, 6:00 - 8:30 p.m. (There will not be a 'Health Fair' on the Monday before this Tuesday. Health care agencies will be invited to participate on Tuesday evening.) See attached flyer.