

AGENDA

TOWN OF YADKINVILLE Board of Commissioners

MONDAY
FEBRUARY 3, 2014
7:00

PUBLIC HEARINGS

- 1) 6:50 - Rezoning of properties located on West Lee Avenue, Yadkinville, NC, Parcel Number (PIN) 5807(19)51-9155 and (PIN) 5807(19)61-1297, from MHP – Mobile Home Park District to R10 – Residential District.
- 2) 6:55 – Rezoning of properties located on Hwy 601 South, Yadkinville, NC ,Parcel Number (PIN) 5806(00)94-2303 and (PIN) 5806(00)93-2948, from R20 – Residential District to B2 – Highway Business District

1. CALL MEETING TO ORDER—MAYOR GREGORY
2. INVOCATION—MAYOR GREGORY
3. PUBLIC COMMENTS
4. APPROVAL OF MINUTES
 - 1) January 6, 2014 Regular Minutes
 - 2) January 6, 2014 Closed Minutes
 - 3) January 9, 2014 Special Called Meeting – Regular Minutes
 - 4) January 9, 2014 Special Called Meeting – Closed Minutes
5. REQUEST TO SET PUBLIC HEARING FOR MARCH 3, 2014
 - Issuance of the Recreational Facilities Revenue Bonds for the YMCA of Northwest North Carolina
6. CONSENT AGENDA (ITEMS 1-7)
BUDGET AMENDMENTS:
 - 1) BA#16 WIRING 8 POLES FOR CHRISTMAS LIGHTS \$1,182
 - 2) BA #17 PURCHASE GUNS WITH FERERAL DRUG MONEY
\$1,539
 - 3) BA #18 INSTALL 13 DECORATIVE DOWNTOWN LIGHTS \$20,000
 - 4) BA#19 PURCHASE BULLET PROOF VEST \$1,000
INVOICES:
 - 5) JAMES RIVER EQUIPMENT \$107,747.53 BACKHOE
CONTRACTS/AGREEMENTS:
 - 6) PITNEY BOWES LEASE AGREEMENT-POSTAGE METER
 - 7) ON-CALL BUSINESS SERVICE AGREEMENT WITH WITHERS AND RAVENEL

7. ACTION FROM PUBLIC HEARINGS

8. VERNIA WILSON – RPO COORDINATOR FOR NCDOT – UPDATE ON YADKIN COUNTY CTP

9. EVERETT STILES – N.C. HOUSING FINANCE AGENCY – PRESENTATION ON FORECLOSURE PREVENTION FUND

10. FIRE CHIEF'S REPORT

11. POLICE CHIEF'S REPORT

12. PUBLIC WORKS DIRECTOR'S REPORT

13. MANAGER'S REPORT
 - 2014-2015 Budget Calendar
 - NCCCMA February 5-7
 - TDA Appointment Request (3-year term)

14. COMMISSIONER COMMENTS

15. ADJOURNMENT

REZONING ANALYSIS

PETITION: 14-01

APPLICANT: Town of Yadkinville

PROPERTY LOCATION: W. Lee Avenue (PIN# 5807 (19) 51-9155 & 5807 (19) 61-1297)

REQUESTED ACTION: The applicant proposes a zoning map amendment for the contiguous properties from MHP to R-10

DEVELOPMENT POTENTIAL: Residential subdivision; Medical-Office

CURRENT USE: Manufactured Home Park

SURROUNDING LAND USE:

E- Residential

S- Residential and agricultural

W- Church

N- Medical Office

SURROUNDING ZONING:

E- R-10

S- R-10;

W- R-10

N- R-O; R-10

ACREAGE: Approximately 7.8 ac.

ENVIRONMENTAL: No floodplain; no watershed

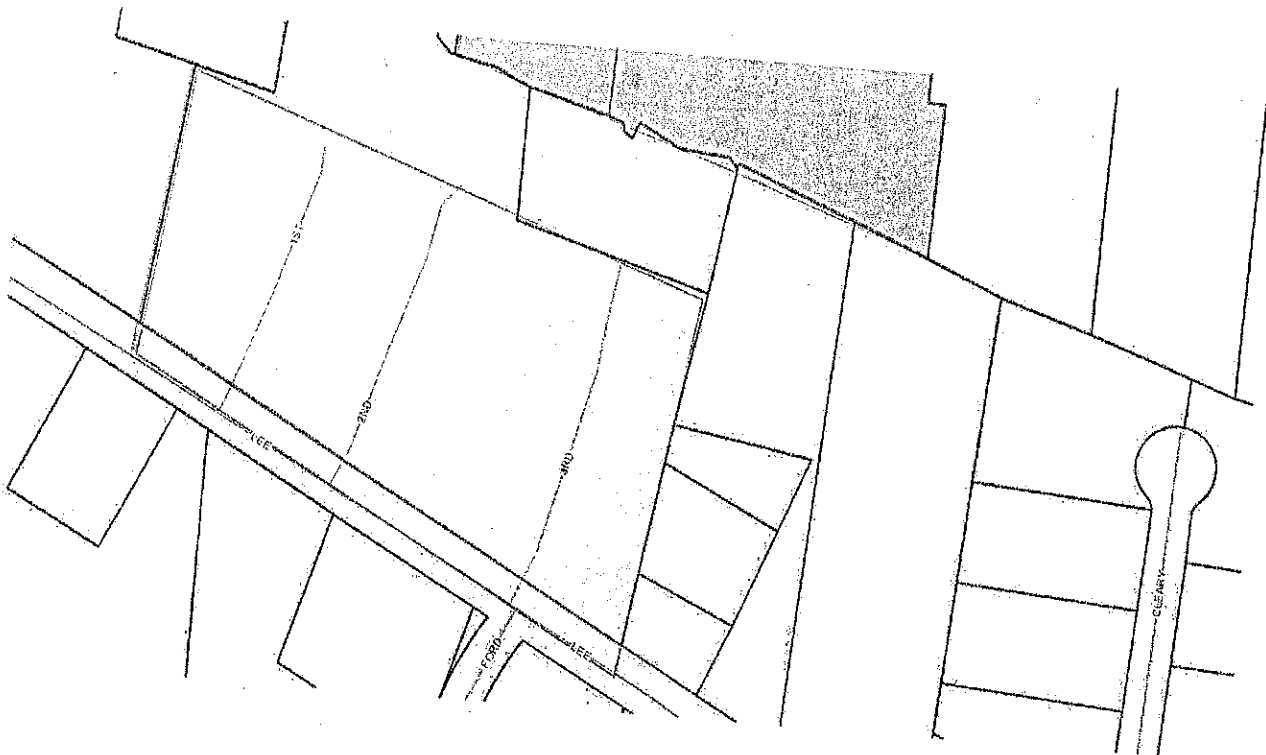
ACCESS: Access from Lee Ave

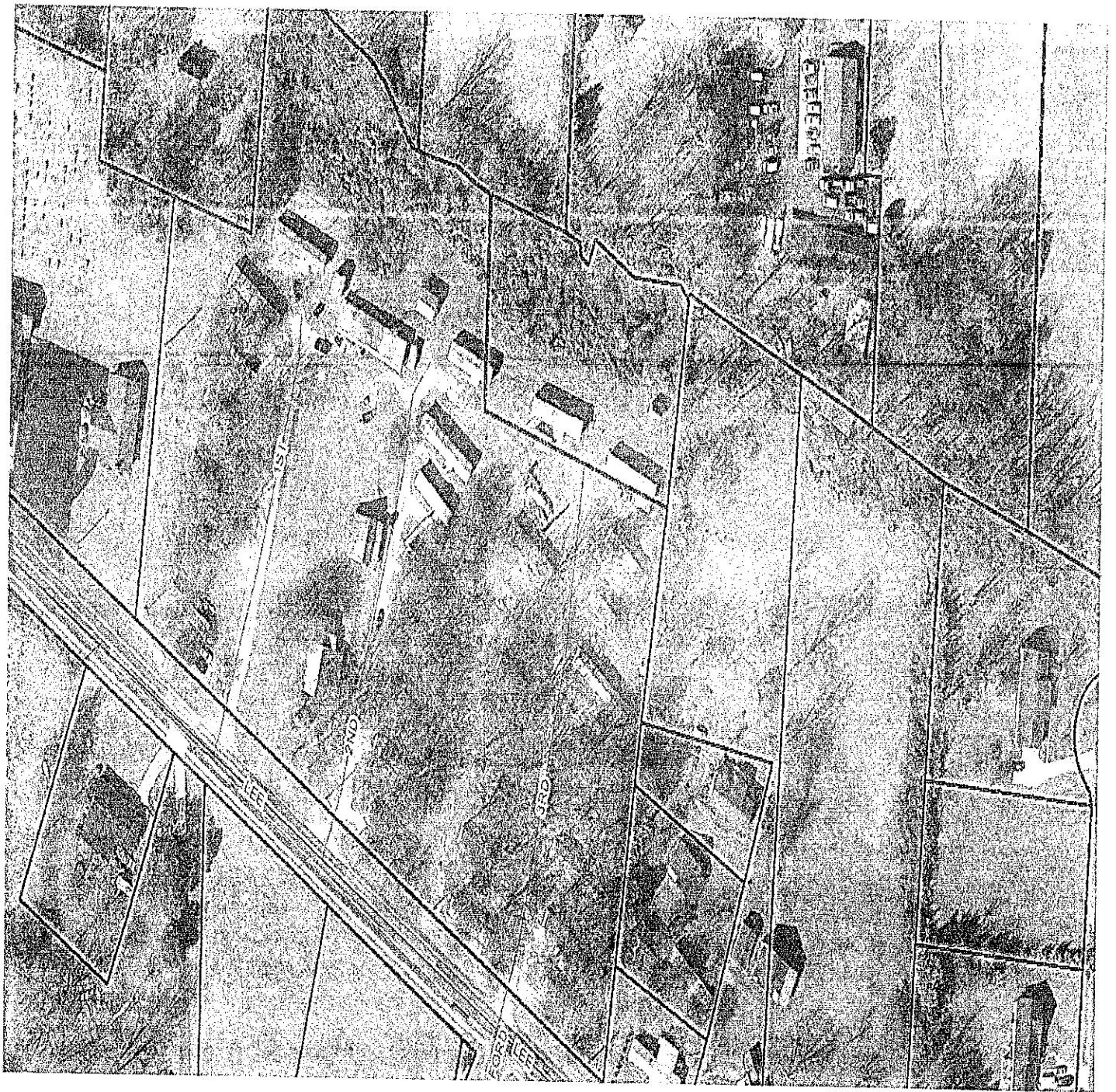
WATER AND SEWER: Water and Sewer available

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. **Existing land uses within the general vicinity of the subject property:** There is primarily single family residential with a sprinkling of church; undeveloped; and medical office uses in the immediate vicinity of the property.
2. **The zoning classification of property within the general vicinity of the subject:** Residential primarily
3. **The suitability of the subject property for the uses permitted under the existing zoning classification:** Suitable for residential or R-O
4. **The extent to which rezoning will detrimentally affect properties within the general vicinity of the subject property:** Would affect single beneficially.
5. **The extent to which rezoning will cause public services including roadways, water and sewer, and police protection to fall below acceptable levels:** Would Not
6. **Compliance with Land Use Plan:** Future land use map calls for mod density residential use in this area.

MAP:





REZONING ANALYSIS

PETITION: 14-02

APPLICANT: Town of Yadkinville

PROPERTY LOCATION: W. Lee Avenue (PIN# 5806 (00)94-2303 & 5806 (00) 93-2948)

REQUESTED ACTION: The applicant proposes a zoning map amendment for the contiguous properties from R-20 to B-2

DEVELOPMENT POTENTIAL: Highway Commercial

CURRENT USE: Undeveloped

SURROUNDING LAND USE:

E- Residential

S- Agricultural

W- Undeveloped; Residential

N- MHP

SURROUNDING ZONING:

E- R-10

S- R-20

W- R-20

N- R-8a; MHP

ACREAGE: Approximately 19.3 ac.

ENVIRONMENTAL: Partial floodzone in far SW corner of southernmost property

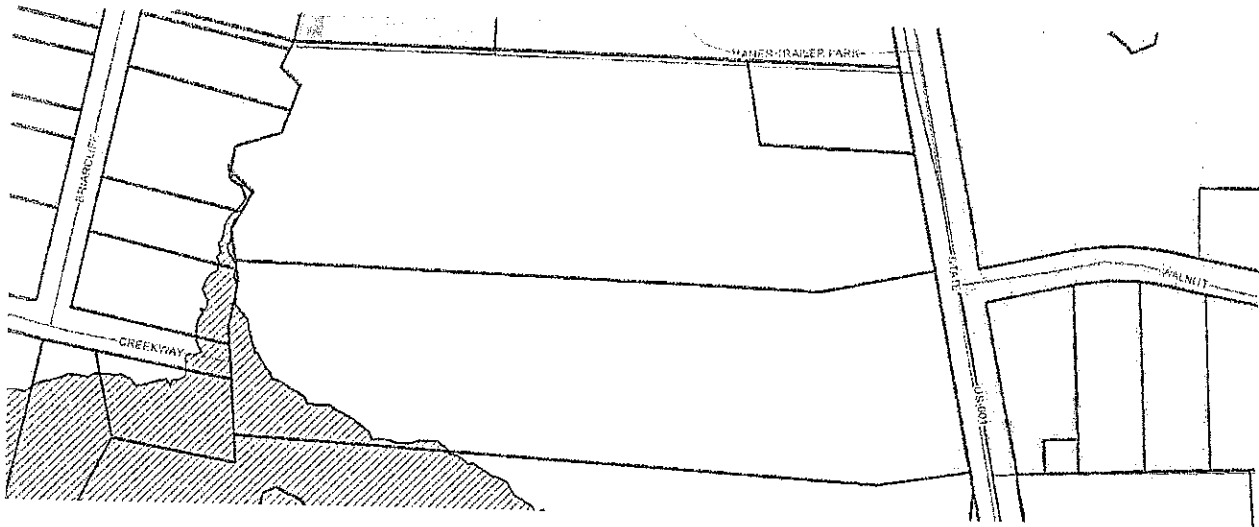
ACCESS: Access from Highway 601 s

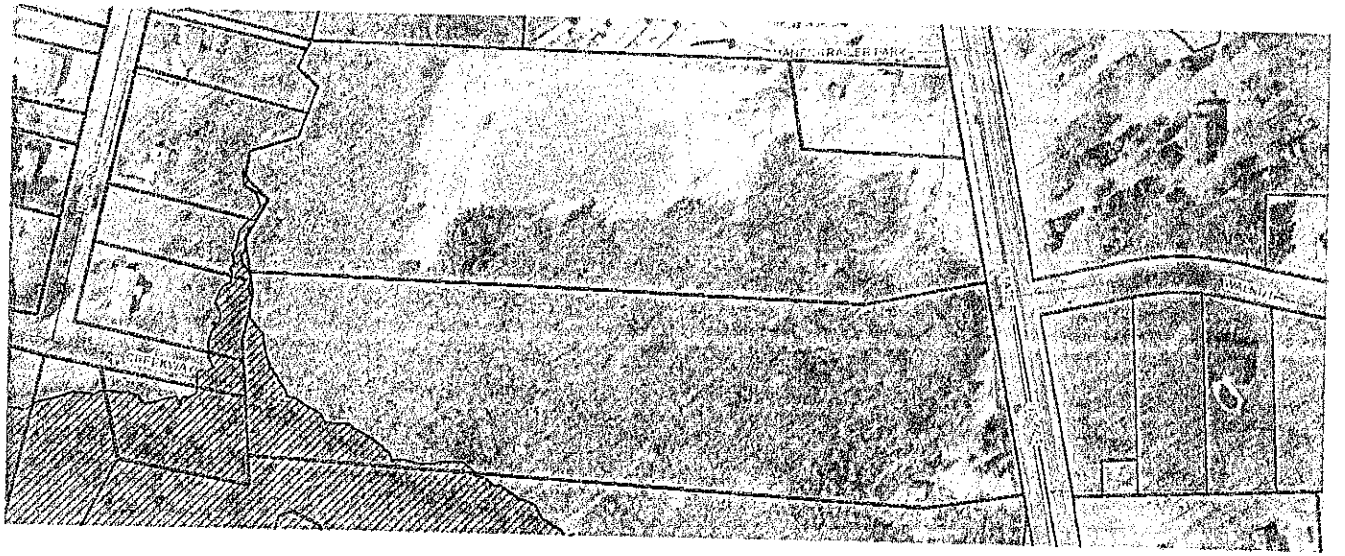
WATER AND SEWER: Water and Sewer available

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, review bodies shall consider the following factors:

1. **Existing land uses within the general vicinity of the subject property:** There is primarily UNDEVELOPED/AG with a sprinkling of LOW DENSITY RESIDENTIAL; and APTS. AND MHP uses in the immediate vicinity north of the property.
2. **The zoning classification of property within the general vicinity of the subject:** Low Density Residential primarily
3. **The suitability of the subject property for the uses permitted under the existing zoning classification:** n/a
4. **The extent to which rezoning will detrimentally affect properties within the general vicinity of the subject property:** Would affect single beneficially.
5. **The extent to which rezoning will cause public services including roadways, water and sewer, and police protection to fall below acceptable levels:** Would Not
6. **Compliance with Land Use Plan:** Future land use map calls for mod density residential use in this area.

MAP:





TOWN OF YADKINVILLE
BOARD OF COMMISSIONERS
MONTHLY MEETING MINUTES
LOCATION: COMMISSIONERS CHAMBERS
213 VAN BUREN STREET
YADKINVILLE, NC 27055
JANUARY 6, 2014

OFFICIALS PRESENT: Mayor Hubert Gregory
Commissioners: Betty Driver, Tony Hall, Eddie Norman, Kelly Oliver
STAFF PRESENT: Town Manager: Christopher Ong
Town Clerk: Carmen Headen
Public Works Director: Perry Williams

OFFICIALS ABSENT: Commissioner Gene Branon

Quorum (4) is met – Meeting proceeded

1. CALL TO ORDER

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

2. INVOCATION

Mayor Gregory offered the invocation.

3. PUBLIC COMMENTS

No one signed up to speak during the Public Comment Section of the meeting.

4. CLOSED SESSION N.C.G.S. 143-318.11(a)(3) (consult with attorney)

At 7:01 p.m., Commissioner Eddie Norman made a motion to go into "Closed Session" under NCGS 143-318-11(a)(3) to consult with the attorney. Commissioner Betty Driver seconded the motion.

Vote: 4/0

With no action taking place in "Closed Session," Commissioner Norman made a motion to come out of "Closed Session" at 8:50 p.m. Commissioner Driver seconded the motion.

Vote: 4/0

5. APPROVAL OF MINUTES

Commissioner Tony Hall made a motion to approve the December 2, 2013 Regular Meeting Minutes. Commissioner Driver seconded the motion.

Vote: 4/0

6. ELECTION OF MAYOR PRO TEMPORE

Commissioner Driver nominated Commissioner Norman for Mayor Pro Tempore. Commissioner Kelly Oliver seconded the motion. Commissioner Gene Branon, who is absent, gave his opinion to the Town Manager in support of Commissioner Norman as Mayor Pro Tem.

Vote: 4/0

7. FY 2013 FINANCIAL AUDIT PRESENTATION – CRAIG HOPKINS, CPA

Mr. Craig Hopkins, CPA with Canon & Company presented the Fiscal Year 2013 Audit report. The audit turned out well and the accounts organized and operate using the fund accounting concept.

See attachment #1

8. CONSENT AGENDA (1-4)

A motion was made by Commissioner Norman to accept the Consent Agenda, as presented by the Town Manager, with the exception of two Utilities Write Off Accounts; Days Inn, Account 3572 for the amount of \$440.82 and Days Inn, Account 3573 in the amount of \$92.88. These two accounts need to be turned over and collected by the tax attorney. The motion was second by Commissioner Hall.

Vote: 4/0

See Attachment #2 – Agenda #8

9. DISCUSSION ON COUNTY WATER – MAYOR GREGORY

A disagreement between the Mayor and Town Attorney prohibited any discussion on this issue at this time. This disagreement prompted Mr. Ben Harding to resign as Town Attorney. Commissioner Norman stated that the Board would not accept his resignation and asked for the Board to have a "Special Called" meeting this week to discuss the issues between the Mayor and Mr. Harding. It was asked of Mr. Harding to rescind his resignation until such meeting. Mr. Harding withdrew his resignation and left the meeting. The Consensus of the Board was to meet on Thursday, January 9 at 11:00 a.m. and for Mr. Ong to contact Commissioner Gene Branon to see if he will be able to attend this meeting.

10. DISCUSSION OF SIDEWALK ALONG EAST SIDE OF VAN BUREN STREET FROM MAIN ST. TO CHERRY ST. – COMMISSIONER BRANON

With Commissioner Branon absent, Town Manager Christopher Ong discussed the possibility of running a sidewalk on the west side of Van Buren Street (currently to where Whisper and Wings is) to Cherry Street (jail site). Mayor Gregory suggested that the Board get a quote on this project. Mr. Ong read from an email that Commissioner Branon wrote to him. "I think a sidewalk on Van Buren Street from Main to Cherry for walking traffic from the new parking lot to the new jail would look good for our relationship with the County." The consensus of the Board was for the Public Works Director to get a quote to bring back to the February meeting.

At this time, Mayor Gregory finished discussion on Agenda Number 9.

Mayor Gregory reported that the meeting between the Town and County was good and productive. It was agreed upon both parties to come back at a later date to follow up on everything that was discussed.

11. YADKIN VOLUNTEER FIRE DEPARTMENT

No one was present from Yadkin Volunteer Fire Department to report.

12. POLICE DEPARTMENT

No one was present from Police Department to report.

13. PUBLIC WORKS DEPARTMENT

Public Works Director Perry Williams had nothing to report.

14. MANAGER'S REPORT

- Updated the Board on the leaky roof at the Town Hall. The roofer fixed the leak and made Mr. Ong aware that the shingles are faulty and need to be replaced. The shingles are under a 40 year warranty (put on in 1999). Mr. Ong has contacted GAF, manufacturer of the shingles, and opened a claim with them. The insurer has been contacted also. Mr. Ong will keep everyone abreast of the situation.
- Preliminary Downtown Decorative Lighting Project Proposal:
This proposal keeps the existing 25' wooden street lights, as Duke Energy estimates \$10,000 a piece to remove each pole. The decorative light poles are staggered in between the existing poles. They are placed a certain length away from the existing poles, upon the advisement of the Duke Energy Engineer. Per the engineer, if placed too close to the working street lights, the working street lights will offset the operation of the photocells on the decorative lights. There are currently nine existing street lights and thirteen proposed decorative lights, not including the six that are being installed around the new parking lot. The Town will be responsible for digging into the concrete sidewalks and asphalt roads to run the line to the power poles. Rough estimate on materials for this project is \$15,000 to \$20,000. The consensus of the Board was to move forward on this project. Town Manager Christopher Ong will come back at the February Meeting with a more accurate estimate.
See attachment #3 - Proposal
- Met with a Duke Engineer to discuss wiring the poles for additional Christmas decorations, running from Hemlock Street to the Yadkinville Community Park. The engineer did not seem to have any clearance issues with the current decorations. The project will include eight poles, starting at Hemlock Street and will go about a quarter of the way into the Park. If the Town builds the electric boxes, the cost of the materials will be \$1,180.20. The consensus of the Board was to move forward on this project.
- Board of Adjustment Vacant Position-- There is a vacant position open on the Board of Adjustments, due to Kelly Oliver becoming a Town Commissioner. Commissioner Kelly Oliver suggested Alan Styers. The consensus of the Board was to wait on filling this position at this time. This issue was tabled.

Commissioner Betty Driver made it know that the Town will need to seek a new ABC Commissioner for Yadkinville. The current commissioner, Tim Hutchens, will not be able to fulfill this position due to health issues.

- Mr. Ong asked the Board if there are interested in rezoning the Hauser properties located on Hwy 601 South to a Highway Business. It was also mentioned to include Holcomb Mobile Home Park located at 719 West Lee Avenue in this rezoning meeting. Mr. Ong will arrange a meeting with the Planning Board this week.
- Town Hall will be closed January 20 to observe Martin Luther King Holiday.
- Mr. Ong reminded the Board of the Yadkin County Chamber of Commerce Board of Investors Dinner on January 28, 2014.
- Mr. Ong will be out of the office on January 29 – January 31 for a Downtown Main Street Conference.

15. COMMISSIONER COMMENTS

No one had any issues or comments to make at this time.

16. ADJOURNMENT

With no further business to be discussed, Commissioner Norman moved that the meeting be adjourned. Commissioner Driver seconded the motion and the motion was approved unanimously. The meeting adjourned at approximately 9:36 p.m.

Vote: 4/0

Hubert Gregory, Mayor

Carmen Headen, Town Clerk

TOWN OF YADKINVILLE
BOARD OF COMMISSIONERS

SPECIAL CALLED MEETING MINUTES

LOCATION: COMMISSIONERS CHAMBERS

213 VAN BUREN STREET

YADKINVILLE, NC 27055

January 9, 2014

OFFICIALS PRESENT:

Mayor Hubert Gregory

Commissioners:

Gene Branon

Betty Driver

Tony Hall

Eddie Norman

Kelly Oliver

STAFF PRESENT:

Town Manager: Christopher Ong

Town Clerk: Carmen Headen

Public Works Director: Perry

Williams

Quorum (5) is met – Meeting proceeded

CALL TO ORDER

Meeting was called to order by Mayor Hubert Gregory at 11:00 a.m.

INVOCATION

Mayor Hubert Gregory offered the invocation.

PUBLIC COMMENTS

No one was present to speak during the Public Comment Section of the meeting.

SETTING PUBLIC HEARINGS

Commissioner Eddie Norman made a motion to approve setting the following public hearings:

1. A public hearing was set for 6:50 p.m. on February 3, 2014 to consider rezoning two parcels off of W. Lee Avenue known as Holcomb Mobile Home Park from MHP to R-10.
2. A public hearing was set for 6:55 p.m. on February 3, 2014 to consider rezoning of two unaddressed parcels owned by the Hauser family and identified as PIN# 580600942303 and 580600932948 located on US Highway 601 South from R-20 to B-2.

The motion was seconded by Commissioner Betty Driver and approved unanimously.

Vote: 5/0

INVOICE APPROVAL

Town Manager Christopher Ong requested Board approval of an invoice from Kenneth Moody's Garage, Inc. in the amount of \$6,330.82 for repairing a Town truck assigned to employee Brain King's (2006 Ford 250XL) that was hit while hanging Christmas decorations. Commissioner Gene Branon made a motion for approval. Commissioner Driver seconded the motion.

Vote: 5/0

BORING FEE FOR DARYL WILLIAMS-1541 FRED HINSHAW ROAD

Public Works Director Perry Williams asked to be advised about the bore charge for Daryl Williams' property on 1541 Fred Hinshaw Road. The consensus of the Board was to charge property owner \$600.00, half of the bore charge. A policy will need to be reviewed in the future.

CLOSED SESSION

At 11:02 a.m., Commissioner Norman made a motion to go into "Closed Session" under NCGS 143-318.11(a) (6) at 11:02 a.m. Commissioner Driver seconded the motion.
Vote: 5/0

No action was taken place on "Closed Session", Commissioner Norman made a motion to come out of "Closes Session" at 12:00 p.m. Commissioner Driver seconded the motion.

Vote: 5/0

WATER PLANT

Mayor Gregory discussed painting the tank at the Water Plant and gave the Board two options. One option was to paint "YADKINVILLE COMMUNITY WATER SYSTEM" and the other option was to paint "TOWN OF YADKINVILLE WATER SYSTEM" on the tank. It was the consensus of the Board to paint "TOWN OF YADKINVILLE WATER SYSTEM."

With no further business to be discussed, Commissioner Norman moved that the meeting be adjourned. Commissioner Driver seconded the motion and the motion was approved unanimously. The meeting adjourned at approximately 12:05 p.m.

Vote: 5/0

Hubert Gregory, Mayor

Carmen Headen, Town Clerk



Charla H. Tabb
*Attorney at Law, Licensed in Georgia only,
Not licensed in North Carolina.*
Telephone: 919.835.4656
Direct Fax: 919.834.4564
charlatabb@parkerpoe.com

Charleston, SC
Charlotte, NC
Columbia, SC
Raleigh, NC
Spartanburg, SC

January 28, 2014

Via Electronic Mail

Carmen Headen
cheaden@yadkinville.org

Re: Request to Approve the Issuance of the Recreational Facilities Revenue Bonds (YMCA of Northwest North Carolina) on Behalf of the YMCA of Northwest North Carolina

Dear Ms. Headen:

On behalf of our client, the YMCA of Northwest North Carolina, we hereby request that, at its February 3, 2014 meeting, the Board of Commissioners of the Town of Yadkinville, call a public hearing regarding the proposed issuance of the above-referenced bonds. After publication of a notice of public hearing by the YMCA, we request that on March 3, 2014, the Board of Commissioners (1) hold the public hearing regarding the proposed issuance and (2) adopt a resolution approving the issuance of the above-referenced bonds. Once the public hearing has been held and the approving resolution has been adopted, we ask that the Mayor execute the attached letter certifying that the public hearing was held.

Please see the attached for additional information concerning the proposed issuance. Please contact me at 919-835-4656 with any further questions.

Sincerely,

Charla H. Tabb

TOWN OF YADKINVILLE BOARD OF COMMISSIONERS
ACTION ITEM
MARCH 3, 2014

SUBJECT: YMCA of Northwest North Carolina TEFRA hearing

ACTION: (1) Open TEFRA public hearing and receive comments on the proposed financing.

- (2) Close public hearing and adopt resolution entitled: **RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF YADKINVILLE, NORTH CAROLINA, APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF ITS RECREATIONAL FACILITIES REVENUE BONDS (YMCA OF NORTHWEST NORTH CAROLINA), IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,500,000.**

STAFF CONTACT: Christopher Ong

BACKGROUND/JUSTIFICATION: The YMCA of Northwest North Carolina ("YMCA") is in the process of working out arrangements to refinance a portion of its existing debt and to finance certain improvements to the YMCA's facilities in northwest North Carolina. To accomplish this financing, the YMCA's financial advisor has arranged for the Public Finance Authority, a public body created under the laws of the State of Wisconsin, to issue bonds on behalf of the YMCA, which will allow the YMCA to obtain favorable financing terms that would not otherwise be available if the bonds were issued by a North Carolina issuer.

In order to comply with federal law, the YMCA has requested that the Town of Yadkinville Board of Commissioners hold a public hearing and approve the bond issue. Federal law requires that a notice of public hearing be published in the local newspaper fourteen days before the hearing. In order to meet this requirement, the YMCA will coordinate the publication of the notice in the Yadkin Ripple on or after February 9, 2014. This approval **will not** make the Town responsible in any way for the bonds or the projects financed or refinanced with bond proceeds. **Hosting the public hearing and approving the issuance of the bonds are merely ministerial acts that will enable the YMCA to comply with federal tax law requirements.**

Representatives from the YMCA and from Parker Poe Adams & Bernstein LLP, the YMCA's bond counsel, are available to answer any questions any Board members might have about the bonds or the projects prior to the board meeting. If any questions should arise during the meeting, please feel free to contact Brandon Lewisohn at 704-572-4957 or Charla Tabb at 912-655-5728.

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

BA # 16

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

Dina S. Reilly

Finance Officer

DEPARTMENT: STREETS

DEPARTMENT HEAD SIGNATURE: _____

DATE: 01/24/14

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
CAPITAL OUTLAY - OTHER	10-560-73	1,000.00	1,182	2,182.00
FUND BALANCE APPROP.	10-399-01	289,781	1,182	290,963.00

EXPLANATION: BUDGET AMENDMENT FOR 8 CONDUIT BOXES FOR NEW CHRISTMAS LIGHTS GOING TO THE TOWN PARK

This instrument has been approved by the Board of Commissioners as requested.

Town Manager

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

BA # 17

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

Dina S. Reavis

Finance Officer

DEPARTMENT: POLICE DEPT

DEPARTMENT HEAD SIGNATURE: _____

DATE: 01/24/14

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
CAPITAL OUTLAY - EQUIPMENT	10-510-74	5,628.89	1,539	7,167.77
FUND BALANCE	10-399-01	257,781	1,539	259,320.00

EXPLANATION: BUDGET AMENDMENT TO USE FEDERAL DRUG MONEY TO PURCHASE GUNS

This instrument has been approved by the Board of Commissioners as requested.

Town Manager

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

BA # 18

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

Dina S. Reavis

Finance Officer

DEPARTMENT: STREETS

DEPARTMENT HEAD SIGNATURE: _____

DATE: 01/30/14

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
Contracted Services	10-560-45	2,432.00	16,800	19,232.00
CAPITAL OUTLAY - NON CAPITAL	10-560-75	1,000.00	3,200	4,200.00
FUND BALANCE APPROP.	10-399-01	289,781	20,000	309,781.00

EXPLANATION: BUDGET AMENDMENT TO USE FUND BALANCE FOR CONTRACT TO INSTALL 13 DECORATIVE STREETS LIGHTS ON MAIN STREET TO THE PARK. ALSO \$3,200 FOR CONCRETE AND BRICK

This instrument has been approved by the Board of Commissioners as requested.

Town Manager

BUDGET AMENDMENT FORM

(change in revenue and expenditure or transfers between departments or funds)

BA # 19

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

Dina S. Reavis

Finance Officer

DEPARTMENT: POLICE DEPT

DEPARTMENT HEAD SIGNATURE: _____

DATE: 01/30/14

LINE ITEM	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	NEW BUDGET
CAPITAL OUTLAY - EQUIPMENT	10-510-74	3,089.71	1,000	4,089.71
FUND BALANCE	10-399-01	257,781	1,000	258,781.00

EXPLANATION: BUDGET AMENDMENT TO USE FEDERAL DRUG MONEY TO PURCHASE BULLET PROOF VEST FOR OFFICER TIM JONES, SR.

This instrument has been approved by the Board of Commissioners as requested.

Town Manager

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE AND LOCAL TERM RENTAL**

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Agreement Number

Your Business Information

TOWN OF YADKINVILLE

Full Legal Name of Customer PO BOX 816	DBA Name of Customer YADKINVILLE	Tax ID # (FEIN/TIN) NC 27055-0816
Billing Address: Street	City	State Zip+4 17650524865

Billing Contact Name 213 VAN BUREN ST	Billing Contact Phone # YADKINVILLE	Billing CAN # NC 27055-8180
Installation Address (if different from billing address) : Street	City	State Zip+4 17650523867

Installation Contact Name	Installation Contact Phone #	Installation CAN #
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Fiscal Period (from - to)	Customer PO #	Delivery CAN #
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Your Business Needs

Qty	Business Solution Description
1	Mail Stream Solution - 1 DM125 Desktop Mailing System
1	IntelliLink Interface / PSD for DM125 / DM225
1	Accounting (10 Dept) Software
1	2lb Integrated Weighing
1	Integrated Weighing Platform
1	pbSmartPostage Free
1	Professional Installation for DM100/DM125
1	IntelliLink Subscription

Check items to be included in customer's payment

Service Level Agreement
Tier 1 - Provides repair and maintenance service for equipment ('Standard SLA')

Software Maintenance (additional terms apply) - Provides revision updates & technical assistance

Soft-Guard® Subscription - Provides postal and carrier updates
If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.

IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets
() Value Based Services
(x) Purchase Power® credit line

Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 8001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*
First 60	\$54	\$162

() Required advance check of \$() received
Tax Exempt# State Tax (if applicable)
() Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required

*Does not include any applicable taxes.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Customer Signature	Date
--------------------	------

Print Name	Title	Email Address
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Sales Information

Brian McDonald	473	
Account Rep Name	District Office	PBGFS Acceptance

TERM RENTAL TERMS AND CONDITIONS

This is a term rental agreement with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' financing company. PBGFS provides financing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased or sold.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You will make each Monthly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Agreement for any reason except as expressly set forth in Section L10 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Term. Your Monthly Payment will increase if your PBI Payments increase.

L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

L4.1 PBI owns any IntelliLink Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section L10.

L5. TERM

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section L10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

L6.1 If you default, or terminate this Agreement by non-appropriation under Section L10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

L9.1 You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.

L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. REPRESENTATIONS

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

L12.1 If more than one customer is named in this Agreement, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

TASK ORDER NO. 5
TO AGREEMENT FOR ENGINEERING SERVICES

BETWEEN
OWNER AND ENGINEER
FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order and our FEE & EXPENSE SCHEDULE - Exhibit 2, is hereby included as an addition to and incorporated as part of the Agreement for Engineering services dated July 17, 2009 between THE TOWN OF YADKINVILLE (OWNER or TOWN), and Withers & Ravenel, Inc. (WR or ENGINEER) for professional engineering services to be rendered in connection with the Engineering Consultant Services, hereinafter sometimes referred to as the PROJECT.

A. BASIC SERVICES of the ENGINEER

SCOPE OF WORK

This Task Order will provide for the necessary and ongoing GIS, planning, landscape architecture, engineering and surveying services of Withers & Ravenel that are required by the Town of Yadkinville to support studies, design, and planning/development plan review for water, sewer, roadway, storm drainage, and environmental project responsibilities of the Town. Services provided under this Task Order will consist of small scope activities that are either ongoing or of insufficient size to justify an individual Task Order.

B. OPTIONAL CONSULTING SERVICES

Upon receipt of written authorization from the TOWN, the ENGINEER will provide additional consulting services as required.

C. ADDITIONAL SERVICES OF THE ENGINEER:

The ENGINEER shall undertake additional services only upon receipt of written authorization from the TOWN. Upon receipt of written authorization from the TOWN, the ENGINEER will provide additional services not considered normal or customary Basic Services. Such additional services may include (but not be limited to) any of the following:

1. Revising previously approved drawings and specifications to accomplish changes ordered by the TOWN.
2. Preparing drawings and specifications for public bidding of the PROJECT when so directed by the TOWN.

TASK ORDER NO. 5
TO AGREEMENT FOR ENGINEERING SERVICES

3. Providing services of special consultants other than the required normal civil and surveying services, and the other special services as specifically described under paragraph A. Basic Services of the Engineer.
4. Serving as an expert witness for the TOWN in any litigation involving the PROJECT.
5. Providing Construction Phase and Post Construction Phase Services, such as, performing construction staking.

D. THE OWNER'S RESPONSIBILITIES

During the performance of the ENGINEER'S services under this AGREEMENT, the OWNER will:

1. Provide full information as to its requirements for the PROJECT.
2. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous inspection data and reports, maps, old drawings, maintenance records and any other data relative to design and construction of the PROJECT.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
4. Give prompt written notice to the ENGINEER whenever the TOWN observes or otherwise becomes aware of any defect in the PROJECT.
5. Acquire all required land and easements acquisitions outside NCDOT right-of-way.
6. Pay all permit fees.

E. TIME OF PERFORMANCE

The ENGINEER will schedule the services to be provided under this Task Order to meet the schedule needs of the Town.

Should unusual field conditions be encountered or should other developments arise which are beyond the ENGINEER'S control and which result in delay of services to be rendered hereunder, it is agreed and understood that additional time may be required.

TASK ORDER NO. 5
TO AGREEMENT FOR ENGINEERING SERVICES

F. PAYMENTS TO THE ENGINEER

1. Fee Basis

The ENGINEER will perform the Services of this Task Order on the basis of hourly charges for all direct labor plus expenses. The rates to be charged shall be in accordance with the rates appearing in EXHIBIT 2, which is attached to this Task Order.

The 2014 budget for this Task Order will be a **Not To Exceed of \$3,000.**

2. Other Payment Provisions

Payment shall become due and payable monthly upon receipt of the ENGINEER'S itemized invoice. The monthly invoice shall provide a detailed breakdown of the labor hours and expenses incurred during the billing period to support the invoice amount.

Monthly invoices shall be cumulative and shall indicate the total charges incurred through the billing period.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of _____, 2014.

ATTEST:

-- S E A L --

TOWN OF YADKINVILLE (OWNER):

By: _____

Hubert Gregory

Title: _____

Mayor

ATTEST:

-- S E A L --

WITHERS & RAVENEL, INC:

By: _____

Michael R. Koser

Title: _____

Office Manager

JANUARY 2014

EXHIBIT II
FEE & EXPENSE SCHEDULE

Labor Code	Description	Hourly Rate
Civil		
PR	Principal	175
TC	Senior Technical Consultant	160
SP	Senior Project Manager	145
PM	Project Manager	130
SR	Senior Project Professional	120
PE	Project Professional	110
EN	Staff Professional	100
DE	Civil Designer	95
CD	CAD Technician	75
CM	Construction Manager	100
IN	Construction Observer	70
RP	Resident Project Representative	80
Planning & Landscape Architecture		
ZE	Zoning Consultant	160
LS	Senior Project Manager	145
PM	Project Manager	130
SR	Senior Project Professional	120
LA	Project Professional	110
LD	Landscape Designer	95
LP	Land Planner	85
PT	Planning Technician	75
Surveying		
PS	Survey Director	150
SM	Survey Project Manager	115
SB	Project Surveyor	90
ST	Survey Technician	75
S4	Survey Crew - 4 Person	185
S3	Survey Crew - 3 Person	155
S2	Survey Crew - 2 Person	125
S1	Survey Crew - 1 Person	110
SV	Survey Crew Supervisor	70
Administrative		
RS	Records Research	60
CL	Clerical	60
OA	Office Administration	50

Labor Code	Description	Hourly Rate
Environmental		
P5	Environmental Project Professional V	140
P4	Environmental Project Professional IV	125
P3	Environmental Project Professional III	115
P2	Environmental Project Professional II	105
P1	Environmental Project Professional I	100
E3	Environmental Staff Professional III	95
E2	Environmental Staff Professional II	85
E1	Environmental Staff Professional I	75
T3	Environmental Technician III	65
T2	Environmental Technician II	60
T1	Environmental Technician I	55
EO	Environmental Clerk II	50
EA	Environmental Clerk I	45
WB	Senior Biologist/Wetlands Scientist	110
BI	Biologist/Wetlands Scientist	85
Geological		
HG	Senior Hydrogeologist	150
G1	Project Geologist	95
GT	Staff Geologist	85
GIS/IT		
GG	GIS Manager	150
GT3	GIS Technician III	75
GC	GIS Technician II	60
GB	GIS Technician I	45
GM	GPS Crew	78
I3	IT Developer III	125
I2	IT Developer II	105
I1	IT Developer I	85
GC2	GIS Consultant II	100
GC1	GIS Consultant I	75
Expenses		
	Bond Prints	\$1.50 / Sht
	Mylar Prints	\$10.00 / Sht
	Mileage	56.5¢ / Mile
	Subcontractor Fees	Cost x 1.10
	Expenses (Repro., Shipping, Permits)	Cost x 1.10

Effective July 15, 2013

Foreclosure prevention group: 3,126 homes saved in Triad, NW N.C.

Richard Craver/Winston-Salem Journal | Posted: Tuesday, January 21, 2014 11:45 pm

A statewide foreclosure prevention advocacy group said Tuesday it assisted 3,126 Triad and Northwest North Carolina homeowners in keeping their homes last year following the loss of a job.

The N.C. Housing Finance Agency, based in Raleigh, offers support through the N.C. Foreclosure Prevention Fund, which is funded by the U.S. Treasury Department.

The agency makes mortgage payments for qualified unemployed workers, including returning veterans, while they look for jobs or complete job training. Other hardships include homeowners pursuing employment following divorce. There is no cost to homeowners requesting assistance.

The group said it assisted 734 households in Forsyth County with a combined property value of \$96 million, and 1,001 households in Guilford County with a combined property value of \$130.4 million.

The property value preserved for the 14 counties of the Triad and Northwest N.C. was \$459.1 million. The household assistance count was 223 in Alamance, 24 in Alleghany, 76 in Ashe, 230 in Davidson, 62 in Davie, 233 in Randolph, 110 in Rockingham, 81 in Stokes, 96 in Surry, 88 in Watauga, 121 in Wilkes and 47 in Yadkin.

Statewide, the program helped about 15,000 households. The group said there is enough remaining funding in the program to serve another 6,000 homeowners.

“Since the end of 2010, the N.C. Foreclosure Prevention Fund has saved more than \$2.1 billion in property, stabilizing property values and strengthening local economies,” said Robert Kucab, executive director of the state Housing Finance Agency. “The retention rate has been much higher than we could have hoped.”

He said that 8,850 of the homeowners who received loan assistance, or 59 percent, have completed the assistance period and resumed responsibility for their mortgage payments.

“So far, fewer than 2 percent of those have ended in foreclosure,” Kucab said.

Assistance is offered in two forms:

A zero-interest, deferred loan of up to \$36,000, paying mortgage and related costs for up to 36 months, while the unemployed homeowner seeks or retrains for a job.

A zero-interest loan to pay off a second mortgage. This can reduce the homeowner's total monthly payment to an affordable level, and can help a homeowner who finds a new job, but at reduced income.

Homeowners do not need to be behind on their mortgage payments to apply.

"Our agency uses the loan amount to make the homeowner's mortgage payments on their behalf," said Margaret Matrone, the agency's director of government relations and communications.

"Assistance ends when the person finds a job that can support their mortgage, or when the loan amount is used up, whichever comes first."

Eligible homeowners can apply through 40 participating U.S. Housing and Urban Development-approved counseling agencies, or online at www.NCForeclosurePrevention.gov. For more information, call (888) 623-8631, or go to www.NCForeclosurePrevention.gov.

rcraver@wsjournal.com

(336) 727-7376

Town of Yadkinville
2014-2015 Budget Development Calendar

- **February 17** Provide Budget Worksheets to Department Heads
- **March 10** Departmental Budget Requests Due to Budget Officer
- **March 11-14** Departmental Budget Meetings
- **March 14** Special Appropriation Letters Sent
- **April 4** Special Appropriation Requests Due to Town Hall
- **April 11** 9:00 AM- Budget Workshop- Review Initial Departmental Budgets; Capital Request Priorities and Funding Requests from Outside Agencies; Identify Goals and Priorities
- **April 18** Final Tax Base Information Received from Yadkin County
- **April 19** Revenues Projected by Town Manager
- **April 25** 9:00 AM- Budget Workshop-Review Draft Budget
- **May 5** Town Board Meeting
 - Present Town Manager's Recommended Budget
 - Call for Public Hearing on Recommended Budget
- **May 5** Make Copy of Recommended Budget Available to Media/Public
- **May 8** Publish Notice of Public Hearing on Recommended Budget and its availability for public inspection at Town Hall
- **June 2** Town Board Meeting
 - Public Hearing on Recommended Budget
 - FY 2014-2015 Budget Approval on First Reading
 - Adjourn Board Meeting to June 30 at 10 a.m. for the purpose of making any final budget adjustments, to pay remaining invoices and to officially Adopt FY 2014-2015 Budget
- **June 30** Town Board Meeting 10 a.m. – 10:30 a.m.
 - Continued from June 2 for the purpose of making any final budget adjustments, to pay final invoices and to officially Adopt FY 2009-2010 Budget
- **June 30** Notification of Tax Rate Sent to Tax Administrator
- **June 30** Notify Organizations Requesting Special Appropriations
- **July 1** New Fiscal Year Begins



January 30, 2014

Mayor & Board of Commissioners
Town of Yadkinville
P O Box 816
Yadkinville NC 27055

At the regularly scheduled meeting of the Town of Yadkinville Tourism Development Authority held on January 8, 2014, the Authority voted unanimously to request the following reappointment to the Authority:

Chairman Sandra Thomas
Owner of Vintage Inn Bed & Breakfast

This appointment expires February 28, 2017. By Legislation, at least one of the three appointments to the Town of Yadkinville Tourism Development Board are reserved for members of businesses that collect the tourism tax, and at least two appointments are reserved for individuals currently active in the promotion of travel and tourism in Yadkinville. This appointment will satisfy this requirement.

We respectfully request that Sandra Thomas be reappointed to the Town of Yadkinville Tourism Development Authority for a three year term. Thank you for your consideration and continuing service to the citizens of Yadkinville.

Sincerely,

Jamie Johnston
Staff Administrator for Tourism
Development Authority

205 South Jackson Street PO Box 1840 Yadkinville N.C. 27055-1840
Telephone 336-679-2200 Fax 336-679-3034 www.yadkinchamber.org