



**Town of Marshville
Town Council Meeting
Monday, April 4, 2016, 7:00 PM
Marshville Town Hall**

Regular Meeting Minutes

Council Members Present: Mayor Deese; Mayor Pro-Tem Morgan; Council Members Margaret Bivens, Norma Carpenter, Ernestine Staton and Jim Rowell

Staff Present: Town Manager, Fern Shubert; Clerk/Finance Officer, Tonya Johnson; Director of Public Works, Bivens Steele; Police Chief, Matt Tarlton; Park & Recreation Director, Eddie Mitchell; and Town Attorney, Bobby Griffin

Call to Order/Invocation/Pledge of Allegiance

The meeting was called to order at 7:00 pm by Mayor Frank Deese. Mayor Deese welcomed everyone attending the meeting. The invocation was offered by Council Member Margaret Bivens. The Pledge of Allegiance was given by everyone.

Adoption of Agenda for the Meeting

Council Member Staton made a motion to add to the agenda a discussion of additional members to the Park and Recreation Committee. The motion was seconded by Council Member Bivens and passed by unanimous vote. Mayor Deese recommended that this be added as item #8.

Consent Agenda

Council Member Rowell made a motion to accept the consent agenda and the items thereon. The motion was seconded by Council Member Staton and passed by unanimous vote.

Call for a public hearing to amend the Town of Marshville Code of Ordinances, Title VII, Chapter 75: Traffic Schedules

The town manager stated that a public hearing should have been this evening but the hearing did not get properly advertised. The manager reported that no one has identified any other streets that need to be considered in the ordinance amendment. The council members were asked to make staff aware of any other town streets affected by tractor trailer truck traffic by April 12, 2016. Council Member Rowell made a motion to call for a public hearing to amend the Town of Marshville Code of Ordinances, Title VII, Chapter 75: Traffic Schedules for Monday, May 2, 2016 at 7 pm at Town Hall. The motion was seconded by Council Member Staton and passed by unanimous vote.

Discussion and possible action concerning a resolution for a 12 month lease for the property at 107 N. Elm Street

The town manager reported that the current tenant is satisfied and desires to continue the lease. The rent will increase by \$25 per month. Mayor Pro-Tem Morgan made a motion to approve the resolution for a 12 month lease for the property at 107 N. Elm Street for 12 months to include a \$25 per month increase in the rent. The motion was seconded by Council Member Bivens and passed by unanimous vote.

Discussion and possible action concerning additional ABC Board appointments

Council Member Rowell provided several names to be considered as additional appointments to the ABC Board. Council Member Rowell recalled that, at the last council meeting, the ABC Board requested that two additional members be appointed. The following names were mentioned for consideration: Bobby Boggan, Olin Marsh and Patrick Gauthier. The manager pointed out that the state ABC Commission may have a rule on

the number of members. Discussion ensued regarding the number of board members allowed by the North Carolina ABC Commission. Mayor Deese recommended that this item be tabled until the next regular meeting, at which time two appointees will be named.

Park & Recreation Committee

Council Member Staton recommended that Robin McAdams, Sheila Nelson and Barney Harris be appointed to the Park and Recreation Committee. Council Member Staton pointed out that these three individuals have experience with leagues and teams with the children of Marshville. Council Member Staton commented that some of the current members of the committee are not regularly attending meetings. Council Member Staton emphasized that these individuals formed an organization that is not a part of the Town of Marshville. The organization was formed in an effort to provide opportunities for the children of Marshville.

Ms. McAdams stated that the group organized a basketball program that began with only three teams and thirty children. The program now has up to 150 children participating. Ms. McAdams explained that the program cost is \$85. It is designed to be affordable, even offering a payment plan. Ms. McAdams stated that she, Ms. Nelson and Mr. Harris are volunteering to serve on the Park and Recreation Committee.

Eddie Mitchell, Park & Recreation Director, commented that he would love to meet with Ms. McAdams, Ms. Nelson and Mr. Harris and have them involved.

Council Member Rowell commented that he sees no issue in adding Ms. McAdams, Ms. Nelson and Mr. Harris to the Park and Recreation Committee.

Council Member Staton made a motion to add Robin McAdams, Sheila Nelson and Barney Harris to the Park and Recreation Committee. The motion was seconded by Mayor Pro-Tem Morgan and passed by unanimous vote.

Budget Discussion

Mayor Deese stated that the finance officer and staff have put together some preliminary budget figures for review. No revenue projections have been completed to date. Mayor Deese asked council members to look at a calendar provided and to plan a budget meeting. Discussion ensued regarding various dates for scheduling a budget work session. It was the consensus of the council to hold a budget meeting on Wednesday, April 20, 2016 at 6:30 pm at Town Hall. Mayor Deese called for a special meeting for a budget work session and directed the clerk to properly advertise said meeting.

Town Manager's Report

The manager commented that the Economic Visioning session held earlier today was a good meeting with positive dialogue. The manager reported that, as directed by the council, she notified the attorneys regarding the sewer issue.

Mayor and Town Council Member Comments

Council Member Bivens stated that she attended the Economic Visioning Session and reported that it was a good meeting.

Mayor Pro-Tem Morgan asked Attorney Griffin whether the town's ordinances regulate code enforcement for commercial property. Attorney Griffin responded that he could not answer without research. Mayor Pro Tem Morgan expressed safety concerns regarding the type of housing at Anderson Healthcare. She stated that the structures appear to be modular homes and she is concerned about proper permitting. The manager stated that she has asked the planning/zoning staff to visit the property and will ask that they make a visit when they are in the office this week. Council Member Rowell commented that Union County should have an inspector keeping track of the project. Mayor Deese pointed out that this can be easily resolved by having a conversation

with the county. The manager was directed to contact Union County and request to make certain everything is according to what was permitted.

Council Member Staton questioned the criteria used in the past when hiring a town manager. She mentioned a questionnaire received and the purpose of the questionnaire. Mayor Deese briefly explained the process that the town went through in transitioning from an administrator to a manager. Council Member Carpenter reported that she has taken an educational session regarding qualities to look for in a town manager. The clerk/finance officer stated that in the past information was received from Mr. Hartwell Wright with the NC League of Municipalities.

Council Member Rowell reported that the Economic Visioning session went well. Council Member Rowell reported that the Marshville Chamber will meet on Thursday, April 7, 2016 at 12 pm at Dave's Pizza. Council Member Rowell inquired where the town stands with the attorney. The manager reported that she spoke with the firms earlier today to make them aware of the council's decision.

Council Member Carpenter reported that she attended the Easter Egg Hunt. Council Member Carpenter commented that things are moving in a good direction in Marshville.

Mayor Deese stated that he missed the meeting several weeks back but he understood there to be a discussion regarding having work sessions in addition to regular meetings. Mayor Deese stated that the council may be moving too fast in making decisions on various issues. Mayor Deese commented that at the meeting at which he was absent, he understands that it was decided to work with Habitat for Humanity and to provide them things in exchange for demolishing the house. Mayor Deese pointed out that there was no written agreement, only a proposal. Mayor Deese stated that he talked with Attorney Griffin, who stated that he was conferred with via telephone but was never provided an agreement to review. Mayor Deese emphasized that a written, executed agreement needs to be in place as soon as possible.

Mayor Deese also emphasized the need for a written agreement to be in place for the park director to live in one of the town's properties. He added that fair market rent needs to be established and that this amount will be added the park director's W-2 at the end of the year as taxable income. Mayor Deese concluded by stating that the town is getting ready to deal with Union County and everything it does will be scrutinized.

Adjourn

A motion to adjourn was made by Council Member Bivens. The motion was seconded by Council Member Staton. There being no further comments the meeting adjourned at 7:45 pm.

These minutes approved this 2nd day of May, 2016.

By: _____

Franklin D. Deese, Mayor

ATTEST:

Tonya D. Johnson, Town Clerk

FUND 10 EXPENDITURES	
Expenses	
10-4100 Governing Body	
10-4200 General Government	
10-4500 Community Development	
10-5000 Public Buildings	
10-5100 Police	
10-5600 Streets & Highways	
10-5700 Powell	
10-5800 Sanitation	
10-6200 Parks & Recreation	
10-6600 Contingency	
10-9800 Transfer to Enterprise Fund	
10-9840 Transfer to 40 Fund	
Total Expenses for Fund 10	

2015-2016

Budget		YTD	Percent
		as of 02/29/16	
	73,100.00	40,752.66	56%
	258,500.00	150,576.27	58%
	211,725.00	88,237.11	42%
	24,150.00	9,522.10	39%
	703,689.00	434,776.59	62%
	127,350.00	69,215.90	54%
	121,800.00	33,996.09	28%
	252,680.00	154,755.47	61%
	177,050.00	122,835.88	69%
	10,000.00	0.00	
	0.00	0.00	
	0.00	0.00	
	1,960,044.00	1,104,668.07	56%

2014-2015

Budget		YTD	Percent
		as of 02/28/15	
	73,990.00	35,983.71	49%
	255,200.00	139,300.26	55%
	136,505.00	89,558.93	66%
	37,400.00	30,212.54	81%
	604,925.00	375,444.34	62%
	149,940.00	84,584.45	56%
	56,000.00	20,757.85	37%
	218,485.00	138,764.59	64%
	71,817.00	34,515.61	48%
	10,000.00	0.00	
	0.00	0.00	
	0.00	0.00	
	1,614,262.00	949,122.28	59%

FUND 10 REVENUES	
Revenues	
10-3010-0000 Ad Valorem Taxes	
10-3010-0100 Motor Vehicles	
10-3010-0500 Prior Year Tax Collect	
10-3170-0000 Tax Penalties & Interest	
10-3250-0000 Privilege Licenses	
10-3260-0000 Vehicle Rental Tax	
10-3290-0000 Interest on Investments	
10-3317-0000 Controlled Substance Tax	
10-3318-0000 Police Grant	
10-3318-0050 Pedestrian Planning Gr	
10-3318-0200 CMAQ Revenue	
10-3319-0000 Police Calendar Sales	
10-3319-0100 Police Protection Rev	
10-3319-0200 National Night Out Proceeds	
10-3350-0000 Miscellaneous	
10-3350-0100 Sale of Fixed Assest	
10-3350-0200 Cash Short	
10-3360-0000 Insurance Proceeds	
10-3360-0100 Reimbursement Proceeds	
10-3370-0000 Franchise Tax - Utilities	
10-3370-0100 Franchise Tax - Cable TV	
10-3370-0200 Solid Waste Disposal Tax	
10-3430-0000 Powell Bill Allocation	
10-3450-0000 Local Option SalesTax	
10-3450-0010 Sales Tax Art. 39	
10-3450-0020 Sales Tax Art. 40	
10-3450-0030 Sales Tax Art. 42	
10-3450-0040 Sales Art. 44	
10-3450-0050 Sales Tax Hold Harmless	
10-3450-0200 Beer & Wine Tax Distr	
10-3491-0000 Planning/Zoning Fees	
10-3510-0000 Court Cost Fees & Charges	
10-3590-0000 Refuse Collection Fees	
10-3610-0000 Cemetery - Sale of Lot	
10-3610-0100 Cemetery - Donations	
10-3610-0200 Cemetery - Grave Opening	
10-3650-0000 Recreation Activity Fees	
10-3650-0100 Grant for Park	
10-3650-0120 Community Development	
10-3650-0130 Skatepark Donations	
10-3650-0200 Park Concessions	
10-3650-0300 Facilities Rental Fee	
10-3710-0400 Late Fee	
10-3834-0000 Property Leases	
10-3984-0000 Transfer From 40 Fund	
10-3990-0000 Encumbered Fund Balance	
10-3990-0100 Encumbered Powell Bill	
10-3990-0200 Encumbered Cont. Substance	
10-3990-0300 Encumbered Solid Waste	
Total Revenues for Fund 10	

2015-2016			
Budget	YTD	as of 02/29/16	Percent
670,384.00	693,071.27		103%
69,550.00	50,536.44		73%
11,000.00	14,143.40		129%
4,500.00	3,375.52		75%
0.00	30.00		
0.00	0.00		
3,800.00	320.14		8%
0.00	0.00		
13,549.00	0.00		
0.00	0.00		
0.00	0.00		
300.00	280.00		93%
900.00	972.00		
0.00	0.00		
1650.00	2,256.28		137%
0.00	0.00		
0.00	0.74		
15614.00	15,614.20		
0.00	0.00		
185,000.00	107,474.96		58%
0.00	1,780.00		74%
1,600.00	1,178.20		74%
69,500.00	69,660.91		100%
0.00	0.00		
80,000.00	52,829.26		66%
55,000.00	36,765.09		67%
42,000.00	28,055.70		67%
0.00	7.45		
52,000.00	36,670.77		71%
10,500.00	0.00		%
2,000.00	2,847.00		142%
1,100.00	1,164.79		106%
183,500.00	132,854.82		72%
3,750.00	6,000.00		160%
0.00	0.00		
0.00	0.00		
500.00	355.32		71%
0.00	0.00		
0.00	0.00		
0.00	0.00		
0.00	0.00		
2,500.00	2,260.00		90%
0.00	0.00		
65,000.00	44,931.90		69%
0.00	0.00		
292,734.00	0.00		
121,800.00	0.00		
313.00	0.00		
0.00	0.00		
1,960,044.00	1,303,656.16		67%

2014-2015			
Budget	YTD	as of 02/28/15	Percent
727,000.00	727,590.97		100%
58,200.00	47,964.37		82%
11,000.00	8,034.11		73%
4,500.00	2,551.66		57%
2,500.00	2,394.50		96%
0.00	0.07		
7,000.00	234.35		3%
0.00	188.75		
0.00	0.00		
0.00	0.00		
0.00	0.00		
300.00	330.00		110%
0.00	968.00		
0.00	210.00		
2,300.00	2,386.40		104%
0.00	4455.00		
0.00	-206.23		
2,300.00	2,299.80		
0.00	14.32		
170,000.00	94,922.97		56%
1,600.00	0.00		%
1,500.00	1,167.57		78%
69,000.00	70,095.76		102%
0.00	0.00		
61,000.00	53,035.76		87%
47,000.00	37,326.14		79%
30,000.00	28,217.03		94%
0.00	9.44		
48,000.00	37,256.06		78%
10,000.00	0.00		%
1,000.00	3,560.00		356%
1,200.00	714.50		60%
196,500.00	134,701.62		69%
3,750.00	3,750.00		100%
5940.00	5940.00		
0.00	0.00		
300.00	360.00		120%
0.00	0.00		
200.00	200.00		
0.00	0.00		
0.00	0.00		
2,200.00	1,794.17		82%
0.00	0.00		
63,100.00	38,661.48		61%
0.00	0.00		
20,950.00	0.00		
56,000.00	0.00		
0.00	0.00		
9922.00	0.00		
1,614,262.00	1,311,128.57		81%

2015-2016

FUND 30 REVENUES			
Revenues	Budget	YTD as of 02/29/16	Percent
30-1350-0000 Utility Refunds	0.00	0.00	
30-2290-0100 Contrib. - Spec. Rev.	0.00	0.00	
30-3290-0000 Interest on Investments	1,500.00	287.91	19%
30-3350-0000 Miscellaneous Income	0.00	353.00	
30-3350-0100 Sales of Fixed Assets	0.00	0.00	
30-3350-0300 Donated Assets	0.00	0.00	
30-3350-0400 Grant Proceeds	0.00	4,021.45	
30-3360-0000 Insurance Proceeds	0.00	0.00	
30-3360-0100 Reimbursements Proceeds	0.00	0.00	
30-3710-0000 Charges Utilities Water	655,400.00	442,706.72	68%
30-3710-0100 Charges Utilities Sewer	759,000.00	525,749.29	69%
30-3710-0300 Delinquent Fees	18,000.00	14,000.00	78%
30-3710-0400 Late Fees	25,000.00	22,700.00	91%
30-3710-0500 Returned Check Fee	0.00	450.00	
30-3710-0600 Service Initiation Fee	3,500.00	2,800.00	80%
30-3710-0700 Service Call Fee	0.00	0.00	
30-3710-0800 After Hours Reconnect	0.00	80.00	
30-3710-0900 Tampering Fee	0.00	557.00	
30-3730-0000 Tap Fees - Water	10,800.00	2,400.00	
30-3730-0100 Tap Fees - Sewer	31,500.00	7,000.00	
30-3740-0000 Bad Debts	0.00	0.00	
30-3750-0100 Capacity Fees - Water	12,900.00	2,882.00	
30-3750-0200 Capacity Fees - Sewer	29,600.00	6,594.00	
30-3800-0000 Capital Contributions	0.00	0.00	
30-3940-0000 Transfer From Gen Fund	0.00	0.00	
30-3990-0000 Encumbered Fund Balance	0.00	0.00	
Total Revenues for Fund 30	1,547,200.00	1,032,581.37	67%

2014-2015

	Budget	YTD as of 02/28/15	Percent
	0.00	-2382.74	
	0.00	0.00	
	9,000.00	124.63	1%
	0.00	0.00	
	0.00	0.00	
	0.00	0.00	
	0.00	0.00	
	0.00	0.00	
	0.00	41.79	
	571,600.00	436,746.27	76%
	759,170.00	506,647.54	67%
	18,000.00	14,000.00	78%
	25,000.00	18,581.12	74%
	0.00	575.00	
	3,500.00	3,050.00	87%
	0.00	0.00	
	0.00	200.00	
	0.00	934.00	
	4,800.00	0.00	
	14,000.00	0.00	
	0.00	0.00	
	0.00	0.00	
	0.00	0.00	
	0.00	0.00	
	0.00	0.00	
	1,405,070.00	978,517.61	70%

2807a2

FUND 30 EXPENDITURES	
Expenses	
30-6310 Safety	
30-6601 Contingency	
30-7000 Transfer	
30-8280 Water Operations	
30-8290 Sewer Operations	
Total Revenues for Fund 30	30

Budget	*YTD as of 02/29/16	Percent
	0.00	
	5,000.00	0.00
	0.00	0.00
	700,600.00	348,545.99
	841,600.00	412,592.07
	1,547,200.00	761,138.06
		49%

Union Co. Sewer expense as of 2/29/16 = \$159,855.87 (Included in YTD Expense line even though payment to Union Co. has been withheld)

Budget	YTD as of 02/28/15	Percent
	0.00	0.00
	5,000.00	0.00
	0.00	0.00
	640,900.00	306,374.07
	759,170.00	387,802.06
	1,405,070.00	694,176.13
		49%

Union Co. Sewer as of 2/28/15 = \$136,641.88 (Included in YTD Expense line even though payment to Union Co. has been withheld)

Town of Marshville

AMENDMENT

#2016 - 09

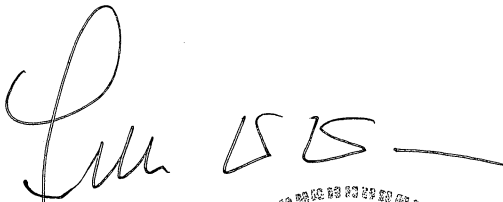
2015 - 2016 Budget Ordinance

BE IT ORDAINED by the Marshville Town Council that the 2015 - 2016 Budget Ordinance be amended as follows:

Section1. General Fund

Increase	10-4200-5710	Settlement Costs	\$2,135.72
Total Increase			<u>\$2,135.72</u>
Decrease	10-4200-0200	Salaries	\$2,135.72
Total Decrease			<u>\$2,135.72</u>

Adopted this 4th day of April, 2016.

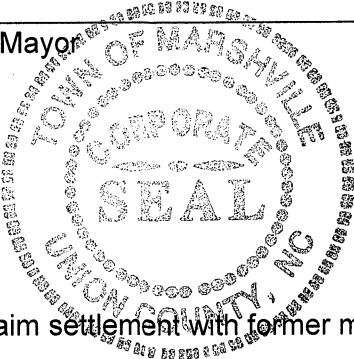


Franklin D. Deese, Mayor

ATTEST:



Tonya Johnson, Town Clerk



This Budget Amendment provides for: Disputed claim settlement with former manager, A. Reid, as approved by the Town Council.

Town of Marshville

AMENDMENT
#2016 - 10

2015 - 2016 Budget Ordinance

BE IT ORDAINED by the Marshville Town Council that the 2015 - 2016 Budget Ordinance be amended as follows:

Section2. Enterprise Fund

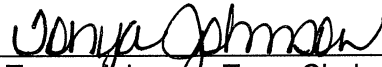
Increase	30-8290-9800	Contribution to Capital Project Fund	\$67,319.24
Total Increase			<u>\$67,319.24</u>
Increase	30-3990-0000	Encumbered Fund Balance	\$67,319.24
Total Increase			<u>\$67,319.24</u>

Adopted this 4th day of April, 2016.

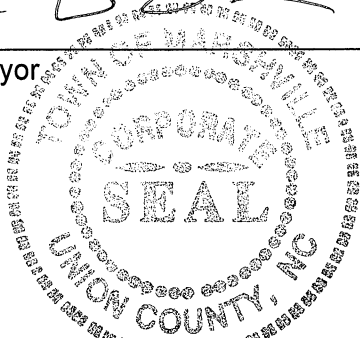


Franklin D. Deese, Mayor

ATTEST:



Tonya Johnson, Town Clerk



This Budget Amendment provides for: Transfer to Capital Project Fund for Duke Energy Inv. N0927166401 - Services performed at 7418 E. Marshville Blvd. - New Pump Station for the Anderson Healthcare Project. (The Enterprise Fund will be reimbursed once the grant proceeds have been received).

Town of Marshville

AMENDMENT
#01

Town of Marshville FY13 CDBG Economic Development Project
Budget Ordinance

BE IT ORDAINED by the Marshville Town Council that the FY13 CDBG Economic Development Project Budget Ordinance be amended as follows:

Section 3. Revenues

Increase	50-3450-3000	Town Funds	\$67,319.24
Total Increase			<u>\$67,319.24</u>

Section 4. Appropriations

Increase	50-8290-2000	NCRC - Sewer Construction	\$67,319.24
Total Increase			<u>\$67,319.24</u>

Adopted this 4th day of April, 2016.

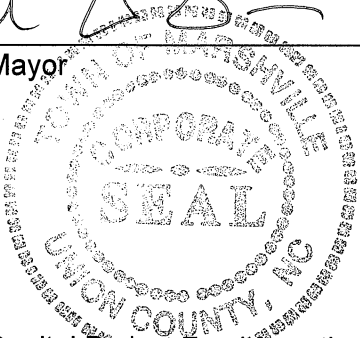


Franklin D. Deese, Mayor

ATTEST:



Tonya Johnson, Town Clerk



This Budget Amendment provides for: Transfer to Capital Project Fund from the Enterprise Fund for Duke Energy Inv. N0927166401 - Services performed at 7418 E. Marshville Blvd. - New Pump Station for the Anderson Healthcare Project. (Grant funds are anticipated to reimburse the town for this expense).

RESOLUTION**AUTHORIZING EXECUTION OF
A 12 MONTH LEASE
FOR THE PROPERTY AT
107 N. ELM STREET, MARSHVILLE**

WHEREAS, the Town of Marshville owns a certain parcel of real estate that is not currently used by the town and is described as: The building located at 107 N. Elm Street, Marshville, NC 28103, and

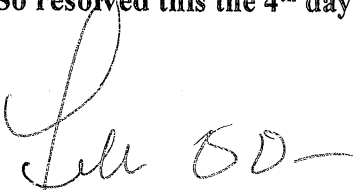
WHEREAS, NCGS 160A-272 authorizes the town to lease or rent such properties for such terms and upon such conditions as the Town Council may determine, and

WHEREAS, the Town Council of the Town of Marshville has determined the terms of a 12 month lease which include an annual lease amount of \$6,300.00 to be paid in twelve (12) equal monthly payments of five hundred twenty-five dollars and no cents (\$525.00) per month for the property located at 107 N. Elm Street, Marshville, NC 28103 and terms and payment amount has been deemed fair, adequate and reasonable to the Town of Marshville, and

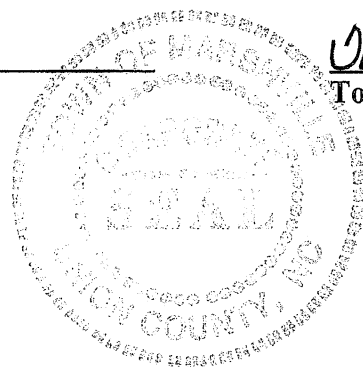
WHEREAS, the Town Council has determined that the above described property will not be needed by the Town for the term of the lease.

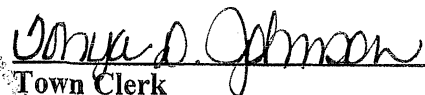
NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Marshville that the attached lease agreement by and between the Town of Marshville and Babubhai R. Patel D/B/A Tobacco & Cigar is hereby authorized and may be executed by the Mayor.

So resolved this the 4th day of April, 2016.



Mayor





Town Clerk

STATE OF NORTH CAROLINA,
COUNTY OF UNION.

LEASE AGREEMENT

This Lease Agreement is made pursuant to Resolution of the Town Council of the Town of Marshville, by and between Town of Marshville, Lessor, and Babubhai R. Patel, D/B/A Tobacco & Cigar, Lessee, this the 4th day of April 2016.

WITNESSETH:

That the Town Council has enacted a Resolution to lease the premises located at 107 N. Elm Street, Marshville, NC 28103 to the Lessee; and

Pursuant to that Resolution, the Town of Marshville does hereby let and lease to Babubhai R. Patel, D/B/A Tobacco & Cigar that property located at 107 N. Elm Street, Marshville, North Carolina.

TERM

The term of this lease is for one year, beginning April 15, 2016 and ending April 14, 2017 unless otherwise terminated as herein described, or as the law may otherwise provide.

LEASE PAYMENTS AND TERMS

The lease payment to be paid by the Lessee to the Lessor is \$525.00 per month for each month of the lease. Upon signing of the lease, Lessee shall pay one month's rent as security in addition to the first month's rent. Lessee shall make timely lease payments in the amount specified by the Town. Lease payments are due and payable on the first day of the first month following execution of the lease agreement. Lease payments are considered late if not received by the Town by the 10th day of each month. Any lease payment not received by the 10th day of the month in which it is due and payable to the Town shall be subject to a late fee equal to \$50.00. Any lease payment and late fee, as applicable, not received within 60 days of the date it is due is considered a delinquent debt. Any delinquent debt shall be subject to the Debt Setoff Program as authorized by NCGS Chapter 105 A. Lessee agrees to pay any required collection fee. Any delinquency in lease payments shall constitute a termination of lease and the Town may immediately pursue legal action to regain possession and remove Lessee from the property.

Further, Lessee agrees to provide to the Town sufficient form of identification, including Social Security Number, to positively establish identity. Lessee agrees that providing a Social Security Number is voluntary.

LIGHTS, HEAT, WATER, SEWERAGE, AND OTHER UTILITIES

During the term of this lease, the Lessee shall provide and pay for all light, heat, air conditioning, water and sewer, garbage, telephone, and all other utility charges upon said demised property.

INSURANCE

Lessee shall maintain General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) for the full term of this lease. Lessee shall provide a certificate of insurance to the Town within fifteen (15) days of execution of this Lease Contract and annually thereafter during the existence of this Lease. Lessee is responsible for and shall pay for insurance on its contents.

TAXES

Lessee shall be responsible for and pay any taxes that may be assessed on its properties, if any, located on the premises.

LAWFUL USE AND NON-ASSIGNMENT

Lessee shall make no unlawful use of the premises and while using the premises, will not discriminate against any person or group of persons in violation of any Federal, State or Local law, regulation or Ordinance.

MAINTENANCE AND REPAIRS

Lessee accepts the property in its "as is" present condition and will maintain the property in substantially the same condition as when accepted, normal wear and use expected. Lessee shall be responsible and pay for normal "wear and tear" repairs, replacement and maintenance including, but not limited to: light bulbs and sockets, HVAC filters, faucets, water faucets, carpet, and painting. The Town shall be responsible and pay for structural and major mechanical component repairs not caused by tenant. Any structural changes to the premise or visible changes to the exterior or site require the prior written approval of Town.

SIGNAGE

Any permanent (more than one month) exterior signage to be erected on the premises by Lessee requires the prior written approval of Town.

INSPECTION

The Town reserves the right to reasonably inspect the premises at any time, with or without notice to Lessee. Lessee further agrees to promptly notify Town of any structural or mechanical failures on the premises.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet any of the premises without the prior written approval of the Town.

NOTICE

All notices under this Lease Contract shall be sent to the following:

Town of Marshville
Attn: Town Manager
201 West Main Street
Marshville, NC 28103

IN WITNESS WHEREOF, the parties have caused these presents to be signed in duplicate originals, authority having been duly given by the Town Council of the Town of Marshville, and .

TOWN OF MARSHVILLE,
Lessor

By: [Signature]

Title: Mayor

Date: 04/04/2016

✓ Lessee

By: [Signature]

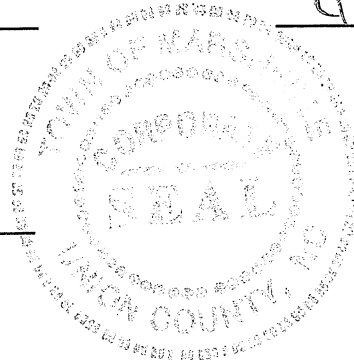
BARU. A. PATEL.

4-4-2016

Attest:

[Signature]

Tonya Johnson, Town Clerk



Babubhai R. Patel
DBA: Tobacco & Cigar
Lease Payment Schedule
Property: 107 N. Elm St.

Month	Begin Date	End Date	Payment Due Date
April 2016	Apr 16	May 16	May 10
May 2016	May 16	June 16	June 10
June 2016	June 16	July 16	July 10
July 2016	July 16	Aug 16	Aug 10
August 2016	Aug 16	Sept 16	Sept 10
September 2016	Sept 16	Oct 16	Oct 10
October 2016	Oct 16	Nov 16	Nov 10
November 2016	Nov 16	Dec 16	Dec 10
December 2016	Dec 16	Jan 17	Jan 10
January 2017	Jan 17	Feb 17	Feb 10
February 2017	Feb 17	Mar 17	Mar 10
March 2017	Mar 17	Apr 17	Apr 10

Lessee Information:
Babubhai R. Patel
DBA: Tobacco & Cigar
107 N Elm St
Marshville, NC 28103

To Whom It May Concern,

Sheila Nelson, Robin McAdams, Barney Harris would like to join the Marshville Parks and Recreation Committee. We think we would be a great access to the committee, because we already have an organization for the children already started.

Sheila Nelson 704-351-8600
108 Ridge Run
Marshville NC 28103
Robin McAdams 704-533-1802
106 Booker St
Marshville NC 28103
Barney Harris
704-475-3742

North Carolina

Union County

Agreement

This Agreement by and between Union-Anson Habitat for Humanity, Inc., a North Carolina non-profit corporation with its principal office in Union County, North Carolina, hereafter referred to as "Habitat" and Town of Marshville, a North Carolina municipality, hereafter "TOM."

WITNESSETH:

TOM is the owner of a debilitated dwelling located at 809 East Union Street, Marshville, North Carolina; and

TOM does not need the dwelling structure for any use or intended purpose and the dwelling does not serve a useful purpose for TOM; and

The dwelling structure may become a hazard if permitted to remain on the premises; and

Town Council of Marshville has determined that it is in the best interest of TOM that the structure be physically removed from the premises; and

Habitat desires to remove the structure, salvage any parts that may be useful to it; and

Habitat will accept the liability, costs and expense for the removal of all parts of the structure, save the concrete flooring; and

Habitat is willing to hold harmless TOM from any and all liability, costs, expense, and cleanup.

NOW THEREFORE IN CONSIDERATION OF MUTUAL PROMISES AND OTHER VALUABLE CONSIDERATION, Union-Anson Habitat for Humanity, Inc. and Town of Marshville agree as follows:

1. Habitat will deconstruct all the existing dwelling structure, save the concrete floor, located at 809 East Union Street, Marshville, North Carolina in a professional, workmanlike manner on or before September 30, 2016.
2. Habitat will be responsible for and timely pay for all the costs, expense, and cleanup of removal and demolition, taking care not to damage the grounds.
3. Habitat will hold harmless TOM from any and all liability, expense, costs and provide an assurance/liability bond, if requested by the Town Manager.
4. The work will be performed directly by or under the supervision of Habitat in a professional, workmanlike manner.
5. Habitat will clean the dwelling site down to the concrete floor. Habitat then will provide, at its costs and expense, sufficient in depth good soil on the concrete area and seed with appropriate grass seed on or before September 30, 2016.

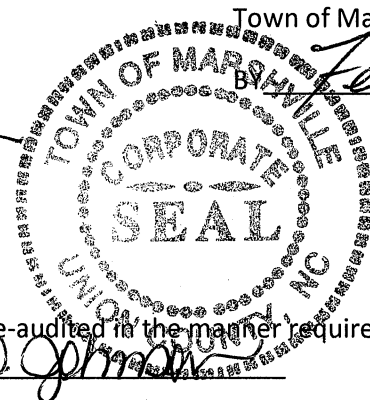
6. Deconstruct/demolition will commence in March 2016 and be completed no later than September 30, 2016, including the cleaning, soil and seeding in item 5. All items removed become the property of Habitat.
7. TOM shall provide one 4 inch sewer tap and one ¾ inch water tap, at no costs to Habitat at any of its on-going sites located inside the town limits of Marshville, at the completion of all work by Habitat.
8. TOM will turn off and remove utilities to the site before the start of deconstruction/demolition by Habitat.
9. TOM will provide uninterrupted access to the site to Habitat for its workers/volunteers during normal daylight hours.
10. Habitat certifies that it, its workers and volunteers are not on the Iran watch list.

This Agreement has been approved by the appropriate Board of Directors and Officers of Union-Anson Habitat for Humanity, Inc. on FEB. 23, 2016; and approved by Town Council of Marshville on March 7, 2016,

UNION-ANSON HABITAT FOR HUMANITY, INC.

BY Mike Reed Ex. Dir.
President UACRTH

Attest Whya D. Johnson
Clerk

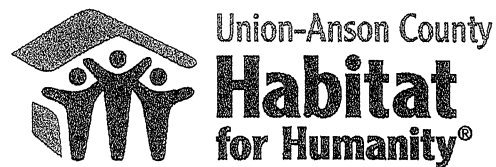


Town of Marshville
BY Fern H. Shubert

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act: Whya D. Johnson

This document has been approved as to form by Town Attorney:

[Signature]



**Union-Anson County Habitat for Humanity, Inc.
Hold Harmless Letter for the Town of Marshville**

TO: FERN SHUBERT, MARSHVILLE TOWN MANAGER

Union-Anson County Habitat for Humanity, Inc. does hereby release and forever discharge and hold harmless the Town of Marshville and its successors and assigns from any and all liability, claims and demands of whatever kind and nature either in law or in equity, which arise or may arise from any and all Union-Anson County Habitat for Humanity involvement in the deconstruction and demolition of a single family residence at 809 East Union Street in the Town of Marshville.

Union-Anson County Habitat for Humanity, Inc. has in place Workers Comp and liability insurance for all of our staff members and volunteers who will participating in this deconstruction/demolition project. We also have commercial vehicle insurance which provides coverage for any and all of our vehicles, trailers, box trucks and construction tools.

Union-Anson County Habitat for Humanity will also produce at request any and all liability waiver documents signed by all of our participants in the deconstruction/demolition process at 809 East Union Street. The safety of our staff members and volunteers is of the utmost importance to our organization during this project.

All of the materials collected by Union-Anson County Habitat for Humanity during the deconstruction and demolition of this house shall be used to support the construction of safe, affordable housing for the residents of Union County, NC. Union-Anson County Habitat for Humanity is a 501c3 non-profit organization recognized by both the federal government and the State of North Carolina

Signed this 17th day of March, 2016

A handwritten signature in black ink that reads "Mike Reece". The signature is written in a cursive, flowing style.

Mike Reece
Executive Director
Union-Anson County Habitat for Humanity, Inc.