

**TOWN OF WEDDINGTON  
REGULAR TOWN COUNCIL MEETING  
MONDAY, JULY 13, 2015 - 7:00 P.M.  
MINUTES**

The Town Council of the Town of Weddington, North Carolina, met in a Regular Session at the Weddington Town Hall, 1924 Weddington Road, Weddington, NC 28104 on July 13, 2015, with Mayor Bill Deter presiding.

**Present:** Mayor Bill Deter, Mayor Pro Tem Don Titherington, Councilmembers Michael Smith, Pamela Hadley and Barbara Harrison, Attorney Bobby Sullivan, Finance Officer Leslie Gaylord, Planning Board Chairman Dorine Sharp, and Town Administrator Peggy Piontek

**Absent:** Town Planner Julian Burton

**Visitors:** Bill Price, Chris Duggan, Barbara Gutierrez, Philip Gutierrez, Jane Duckwall, Max McLeod, Janice Propst, Elizabeth Propst, Mikki Weaver, John Houston, Brian Smith, R.W. Matens, Michael James, Don Sinclair, John Fisher, Phil and Bev Langford, Joe Dietrich, Charlotte Woodley, Kenny Schott, Eric Anderson, Mary Ann DeSimone, Joe DeSimone, Anna Burke, George Burke, Nancy Anderson, Gina Fisher, Britt Lowry, Cindy Ferguson

Mayor Bill Deter offered the Invocation prior to the opening of the meeting. He acknowledged Leslie Gaylord's 15 years of Service to the Town of Weddington, thanking her for her hard work, dedication and presented Ms. Gaylord with a certificate and flowers.

**Item No. 1. Open the Meeting.** Mayor Deter opened the July 13, 2015 Regular Town Council Meeting at 7:00 p.m.

**Item No. 2. Pledge of Allegiance.** Mayor Deter led in the Pledge of Allegiance.

**Item No. 3. Determination of Quorum.** There was a quorum.

**Item No. 4. Presentation from Richard Matens, Director of Union County Human Services on the Community Development Block Grant (CDBG)**

Mr. Matens explained this is a program from HUD, it began in 1974 and is one of the longest continuously run programs. It provides annual grants on a formula basis to 1209 general units of local government and States. It is allocated between States and local jurisdictions called "non-entitlement" and "entitlement" communities respectively. Entitlement communities are

comprised of metropolitan cities with populations of at least 50,000; qualified urban counties with populations of 200,000 or more (excluding the populations of entitlement cities). Recent data shows that Union County has approximately 230,000 residents. "Due to the number of residents living in municipalities, Union County as part of our process we must come to the municipalities and engage them and ask if they want to participate in this program. It's a year long process to apply the first time which requires a 3 year plan for these funds. Since we are an entitlement community we are not competing, we get the funds simply by filling out the applications correctly and providing a fundable plan. It provides decent housing, suitable living environment and opportunities to expand economic opportunities, principally for low and moderate-income families.

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services. We will be a 3 year period in terms of our plan. Not less than 70 percent of these funds must be used for activities that benefit low and moderate-income persons. In addition each activity must meet one of the national objectives for the program:

1. Benefit low-and moderate-income persons; 2. Prevention or elimination of slums or blight; 3. Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available." Mr. Matens provided 28 examples of fundable projects and advised what the non fundable projects are. "Based on previous formula dollars allocated to the program, Union County would receive approximately \$1,120,000 in the first year of the grant and every year after that. The amount may shift slightly in years based upon the formula calculation by the federal government. Entitlement communities develop their own programs and funding priorities and as part of the application process we must develop and follow a detailed plan that provides for and encourages low or moderate income citizens participation. Once that plan is created we can not deviate from it."

Mr. Matens explained the plan must provide citizens with the following: reasonable and timely access to local meetings; an opportunity to review proposed activities and program performance; provide for timely written answers to written complaints and grievances; and identify how the need of non-English speaking residents will be met and how they can be reasonably expected to participate.

Mr. Matens concluded his presentation with a timeline that Union County is the HUD Regions #1 Priority; consequently we received an extension on the timeline; the municipality's letters of participation are now to be sent to HUD by July 24<sup>th</sup>; and Cooperation Agreements can be worked on as soon as letters are submitted. Mr. Matens acknowledged that most of the money will not come to Weddington, but that Weddington will have a voice in the plan of where these

funds go by participating. If Union County does not go for this, these funds will go to another State and jurisdiction.

Mayor Deter confirmed with Mr. Matens that the more municipalities that buy into this it is better. It is his opinion that although Weddington may not benefit from this directly it will assist the County in getting these funds. Mr. Matens confirmed he was correct and if we do not get these funds County dollars will be used.

Councilwoman Harrison inquired how they will determine where the funds go; Mr. Matens replied that it's up to your representation on this committee. If you opt out you don't get any say in terms of where the funds go.

Councilwoman Hadley inquired if they needed 200,000 people participation. Mr. Matens replied he was advised that 100,000 would do it but they encourage that more municipalities get involved to make a stronger case for the funds. Ms. Hadley inquired how many municipalities have signed onto this plan. Mr. Matens replied that by this time next week he will have gone to 7 municipalities, and as of now Waxhaw and Stallings confirmed their participation.

Mayor Deter informed the audience and Council that this matter is on the consent agenda for consideration later in the meeting.

**Item No. 5 Public Comments:**

Christopher Duggan, Hunter Lane, Weddington, NC is not only here as a citizen and resident but also the attorney for PVFD. He stated that "You all have the power to stop this madness and stop this train. I know the train has left the station but you can call it back and now's the time to call it back. You are presented with a unique opportunity to stand up, look at what's going on and change it. I ask every one of you to change it. We have not only filed a claim for breach of contract, which you all know is \$750,000.00 termination fee; we also recently filed claims which we will ask the court to redress. As part of those claims and the redress we're asking for that property back. My clients would never have transferred a \$1,600,000.00 piece of property to this town if within months of signing the FSA it's breached. What right person would do that unless they were under a good faith assumption that this Council and town would abide by it? Now though those claims are not limited to the request of that property back; we also asked for damages, attorney's fees, we asked for the damages to be three times. Now your attorneys are inevitably going to file claims back that say we should pay their attorney's fees. This is too important an issue; you all know this has been going on a long time, longer than I've been practicing law; this issue's been going on in this County between these two departments. It seems to me that it's a little silly to be here, but I tell you what, if this town is going to consider tonight transfer of the piece of property that's \$1,600,000.00 if not more without an assessment of that property, it's a pure waste of taxpayer dollars. Me as a resident, I don't appreciate that.

\$750,000.00 is the contract termination fee; anything less than \$1,600,000.00 to transfer to any department; this is a company that's been here 60 years, has given their loyalty and service. Now is the time to change it. I fear that we are all going to be together a lot in the coming days if this is not changed. I ask this Council tonight to reconsider their action, come to the table, let's talk; we're always willing to talk."

Eric Anderson, 13616 Providence Road, Weddington, NC referred to Mayor Deter's comments at the last meeting about people passing out flyers and "you said you didn't know who they were; one of them was me. I was the one going through your neighborhood pushing my dog in a wheelbarrow because he had surgery the day before passing out flyers. You also made comments that fire service would not change, but if WCVFD does provide exactly the same level of service that PVFD does it doesn't address the fact that the Weddington residents currently being serviced by Stallings because their fire station is much closer, so their fire service definitely will change. According to the Town's budget this will save \$42,000.00 a year. Two contracts were broken, Providence and Stallings, so if this is really all about saving money, if you would just cancel the contract with Stallings and tell Providence this is now your territory, it seems to me it would save the town \$58,000.00 a year instead of \$42,000.00 a year. That seems about 50% increase in savings. That is why when you look at people and tell them this is all about the money they do the math in their heads, people don't believe you or there's numbers that they don't see. This has really divided the town, caused a lot of anguish and a lot of time that people have spent that they would much rather be doing something else."

Andrew Moore, 3200 Michelle Drive, Weddington, NC, "Here we still stand at an impasse with the fire service in the town of Weddington: that is, what Mayor Deter, Councilmen Harrison, Smith and Titherington want to give away causing an increase in cost versus what the residents want to maintain and pay for efficient fire service. The difference is due to an impasse which forces PVFD to pursue legal measures, and so more time and tax-payers' money is being wasted. While this proceeding is pending in our legal system, I feel that any vote for a change of ownership and/or lease of this building is premature. Any attempt to sell or donate a town-owned approximate \$1,600,000.00 asset to WCVFD, or any other town for that matter, for \$750,000.00 only demonstrates Mr. Deter's biases and resentment towards PVFD. You say you are a businessman, Mr. Deter. Would you make that same type of offer if the building was bought with your money or your company's money? I know you won't answer any questions, sir. Over the past 2-4 years I have done everything I could to assist PVFD to continue with their excellent service – obviously, with the help of many other people in this room. I will continue to do all I can to save PVFD. Apparently the situation is in the hands of the attorneys, thanks to you; but rest assured, Mr. Deter, win, lose or draw I will devote my time, energy and money, as I have to PVFD, to remind all Weddington citizens this fall of your comment regarding shutting down PVFD." You said, "The train has left the station and this will become a distant memory and I will get reelected in November." My memory is still pretty good, and I feel it's my job to remind the people who may have forgotten. The only train that is leaving the station is the one you are going to be on leaving Town Hall in November."

Mayor Deter closed the Public Comments portion of the meeting.

**Item No. 6 Additions, Deletions and/or Adoption of the Agenda:**

Councilwoman Barbara Harrison moved to approve amending the agenda as follows: moving item 8D Approval of Landscape items for medians to New Business 11H; adding CCOG Code Enforcement Services as item 8D; adding the Computer Hardware Proposal as item to 11A1; deleting item 11E Planning Board appointment.

Councilwoman Hadley asked to move, under new business 11G to 11A and move the other matters down accordingly. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Councilwoman Harris made a motion to approve the agenda as amended. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

**Item No. 7 Consent Agenda**

- A. Approval of Resolution for CSU Multi-Jurisdiction Hazard Mitigation Plan (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)
- B. Approval of Authorization for Tax Collector to collect 2015 taxes (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)
- C. Approval of Community Block Grant Resolution (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)
- D. Approval of CCOG Statement of Work for Code Enforcement Services - *this matter was added as a result of a motion made in Additions/Deletions* (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)

Approval of Landscape items for medians – *this matter was moved to 11H as a result of a motion made in Additions/Deletions*

Councilwoman Harrison moved to approve all matters on the Consent Agenda. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

**Item No. 8 Approval of Minutes:**

- A. **May 11, 2015 Regular Town Council Meeting**

**B. February 25, 2015 Special Town Council Meeting**

**C. February 26, 2015 Special Town Council Meeting**

**D. April 28, 2015 Special Town Council Meeting**

**E. June 8, 2015 Regular Town Council Meeting**

Councilwoman Hadley requested the following modifications: February 25, 2015 page 47 paragraph 4 should read 18 volunteer fire departments, and the minutes state 8, it's probably a typo; page 55, last paragraph should read \$10,000.00 for the fire study not \$2,000.00. The April 28, 2015 minutes, please re-listen to the recording on the CCOG contract extension as I was in favor of it, but the minutes reflect my vote as being opposed to it. The June 8, 2015 minutes, on page 90 of the packet I referred to a tax rate of 3 cents but the minutes reflect 3.8 cents, please change accordingly.

Mayor Pro Tem Titherington requested that on page 85 of the actual packet, the June 8, 2015 minutes, paragraph 3 should state staggered shrubs, not fence; and paragraph 8 should read shrubs not stuff.

Attorney Sullivan inquired if Councilwoman Hadley would like the June 8<sup>th</sup> minutes resubmitted for approval after the Clerk listens to the recording. Councilwoman Hadley replied she will be more than happy to take the Clerk's word for it. Attorney Sullivan stated they can be approved now and if there is a correction you can always amend them at a later time.

Mayor Pro Tem Titherington moved to approve all sets of minutes as amended. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 9 Public Hearing and Consideration of Public Hearing**

**A. Public Hearing – Conditional Zoning Application for All Saints Anglican Church**

**B. Consideration of Conditional Zoning Application for All Saints Anglican Church**

Town Clerk Piontek stated that the Public Hearing has already been heard and this is for Council consideration of the matter.

Dorine Sharp stated that as the Town Clerk mentioned last month you have already conducted a Public Hearing on the All Saints Anglican Church Conditional Rezoning request and advised she has verified that the conditions have been updated based on your discussion from last month and the item was tabled to this meeting due to traffic concerns on Hemby Road. Planner Burton provided a map on how they are planning to address the ingress and egress on Hemby Road.

Councilwoman Harrison said that we asked them to put the "pork chop" in so no lefts can be made and advised that she and Mayor Pro Tem Titherington met with representatives from the church to address our concerns and this is the result of that meeting.

Mayor Deter advised there was a concern about the two entrances to the Church from Hemby Road and there was a concern that people coming in and turning into the first entrance, the west entrance, that traffic could back up on Hemby Road at the curve. "Mayor Pro Tem Titherington and Councilwoman Harrison met with the church and came up with a creative solution by asking for the "pork chop" in there that prohibits a left hand turn in. You have to go a little bit further down to the east entrance to make the turn in there, creating a little bit more lane space to improve it from the line of site and curve."

Mayor Pro Tem Titherington advised "this was a good compromise to get thru Phase I based on the fact the TIA didn't require any left or right hand turn lanes and with the concern being a traffic back up. It's was alleviated by moving it down from the line of site.

There was a conversation with their engineering representatives as they go to Phase II, based off of traffic, we may require a lane at that point. They need to be prepared for that which will be addressed when that comes up in a few years." He advised that this was a good compromise to get through Phase I and also address the safety issue the Town Council had. "The other question was on number 13 which dealt with hours of operation, which we were struggling with knowing they were in a neighborhood area. The compromise of hours of operation instead of it being 8am to 9:30pm all scheduled activities will occur between 7am -9:30 pm, allowing them to conduct their activities with the exception of Maundy Thursday through Easter Sunday, Christmas Eve and Christmas Day as obviously those are typical times you have service outside of those hours. If down the road, the congregation has other days they want us to look at, we will be more than welcome to address that. They have special light designs that will shut them down at 9:30pm.

13. All scheduled activities, exempting the Easter and Christmas holidays, are restricted to 7 am to 9:30 pm."

Condition 14 has been modified to: Applicant must receive Town Council approval for any and all lights that will remain on for security purposes past 9:30 pm. exempting the Easter and Christmas holiday services.

Mayor Pro Tem Titherington stated that is correct and "then the lights beyond 9:30pm are off, security lights which we know are really more motion detector at the door will be addressed in construction phase; we were talking parking lot lights and any auxiliary non security at the door."

Chairman Sharp asked about also modifying Condition 14 to – “Applicant must receive Town Council approval for any or all lights that will remain on for security purposes past 9:30pm, exempting the Easter and Christmas holiday services.

Councilwoman Hadley asked “With the exception of Easter and Christmas they can’t enter their building except between 7:00am – 9:30pm?” Mayor Pro Titherington advised they can get into their building but not use it for scheduled activities. However if repairs are permissible at any time. Chairman Sharp inquired if that includes any meetings, scheduled services, bible studies etc.

Councilwoman Hadley read: Applicant must seek Town Council approval before extending church uses to any additional activity such as day care, mother’s morning out. “I have some concerns here because it just feels big government to me. When I read conditions 13 through 16 I feel big government telling someone what they could and could not do with their building. I think the exemptions are good, I think it’s admirable you have agreed to these, but before anything I am just a small government gal.”

Mayor Pro Tem Titherington stated that “We went through the PIMs and spoke with the Pastor and he said we’re not doing anything else, we’re not doing day care, we’re not scheduling at this point a school, when we look at the road structure what we need to handle, we’ll approve it with a “pork chop” based off the usage you said you were going to have. I think those were important to have in there because if it does change that changes the entire Conditional Use. That doesn’t prevent them on Phase II from when they build the sanctuary, saying “now we do want to do something else”. Well, that may require additional infrastructure; we know what’s happened with Christian Academy when it started on top of a Christian preschool, and you have 200 students just for preschool and when the school opened it changed the traffic pattern. So I think it’s just recognition of what the intended use is.”

Councilwoman Hadley stated to the applicant that the main thing is that they are comfortable with it.

Britt Lowery stated: What we’re trying to say we’re anxious to get a shovel in the ground and the one thing that I want to portray is that we want to be part of the community. We understand your primary concerns are safety and the good order of that community. If that means because of our proximity to neighbors that we will need to work with them, control the lights, sound and traffic, we are very open and are willing to work with the community to achieve those goals. We won’t have a building for another year; I suspect there will be more conversations. Bottom line we would like to work with you for the good of the community to achieve those goals.



Councilwoman Harrison clarified that Mr. Lowery advised that he lives by the schools and the lights are on until midnight shining into his bedroom; and she explained to him that's what this Council was trying to avoid is things like that in the future for developments that are surrounding.

Mayor Pro Tem Titherington moved to approve All Saints Anglican Church with conditions so noted and agreed upon. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

Attorney Sullivan advised there is a new requirement in North Carolina Law that the Council needs to approve a short statement explaining why it's deemed reasonable in the public interest and consistent with the Town's Land Use Plan.

Chairman Sharp explained the reasonableness is that the Town has many churches and most of them are next to residential neighborhoods. There is currently an existing church on Hemby Road. These churches are in harmony with neighboring uses.

For the consistency with the Town's Land Use Plan: The church is providing the required open space. The Council, through conditions, has minimized visual effects on surrounding property, and this rezoning is consistent with the Town's quality and aesthetic values.

Mayor Pro Tem Titherington moved to adopt the statement. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

#### **Item No. 10 Old Business**

##### **A. Fire Service Update – *Councilwoman Hadley requested this item***

Councilwoman Hadley stated that "One of the main issues the town has been having is that they have not been keeping the residents apprised; they are asking for more transparency and I thought it would behoove us to have the attorney give a concise statement to the public about where we stand. I think we're all caught up that Providence has received the contract to terminate their contract with the Town and Wesley Chapel has signed one that's to go into effect on July 29<sup>th</sup>. There have been some legal issues that have been presented to the Town, so I thought it would benefit the public if the attorney were to give a brief synopsis of where we stand as far as the legal issues."

Attorney Sullivan confirmed that the Council as a body would approve. Mayor Deter suggested Mr. Sullivan provide a high level overview of general public record.

Attorney Sullivan stated that the status is that the Fire Suppression with Providence was terminated by the Town, as was the lease with Providence. "We have a potential lease for the fire station on tonight's agenda. As for litigation, you are aware that Providence has sued the Town originally asking for \$750,000.00. On Friday they filed an amendment making some additional claims seeking additional monetary damages and asking the court to give the fire station back to Providence. They are asking the court to prevent a handover of the fire station from Providence to the Town and presumably to Wesley Chapel. We are reviewing this, we don't think the case has merit and will reply accordingly at the appropriate time, that's where things stand as of Friday."

Councilwoman Hadley stated "In the shuffle with the discussion of change of fire service, Stallings has been left out of the conversation much of the time because it's a small piece of Weddington and the monetary amount from the Town was smaller. The municipal district that was put into effect in 2012 was done to ensure that all residents of Weddington received the same level of service and paid the same amount of "fire tax" because before that it was not the case." She presented a map (**COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD**) that shows the closest facility service pointing out, down to the parcel, which station is closest to everyone in Weddington. "With our new service model that will not be the case for our citizens in a certain northeast section of town." She wanted to state that there is a portion of Weddington that will not be served by the quickest and closest facility.

Mayor Deter stated that it's an interesting chart because he worked with Curtis Teague and "took every parcel in that Stallings area and used the road miles and Google with the drive times. Every area in the report he had was either the same or shorter distance just on miles. When it came to drive time sometimes it was the same distance but a shorter drive time from the station over on Waxhaw Indian Trail Road because of the way the roads have to go to come in there."

Councilwoman Hadley stated that the County actually provided this map as well.

Councilwoman Harrison asked Councilwoman Hadley and Mayor Deter to give the maps to the Clerk for the public record. (**COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES**)

Councilwoman Hadley apologized to the public for the fire service not being addressed in the newsletter. Although I am not making excuses, but we were in an interim situation not having a Town Administrator and then having a new Administrator who is doing a wonderful job. She believes that was as a result of being in an interim position, but I know it concerned a lot of you

and so I wanted to apologize to you. I normally don't put it on my calendar when the newsletter goes out, so I really did not think to ask about it, but it's on my calendar now, so I will be asking to review what's in it. Again, my apologies to the public."

Mayor Deter said that he doesn't believe there is a need to apologize. "Peggy is a very good Administrator. She actually called me and said "should we put the fire issue into the newsletter?" I asked "which side?" so I told Peggy not to put it in the newsletter because it was such a political issue, just like we don't put it on Facebook. That was the course we took. I can survey Council, I don't remember if I spoke to Council about it, but generally I think the consensus was let's not muck up the newsletter. Then we will end up putting in things like All Saints Church; let's put the stuff about having the issues with the lighting with the place across the street. Or issues about whether or not to have left hand turn lanes when you go into Weddington Falls. I was under the impression and I view the quarterly newsletter as a communication of activities that's going on in the Town, that not every political issue that's on the radar screen is included. I believe we have a policy on Facebook on tonight's agenda, trying specifically to address those kinds of issues."

Mayor Deter commented that we got a letter from Commissioner Goodwin that the action plan was approved and now they have to come down and do an onsite and if it matches the action plan we will have a rating of 6.

#### **Item No. 11 New Business**

**A. Discussion and consideration of the lease/sale of the Hemby Road Fire Station -**  
*this matter was moved up as a result of a motion made in Additions/Deletions*

Mayor Deter commented "There is a copy of the document in the packet; it's pretty much the same as the one with PVFD with the exception of paragraph 3 dealing with the rent - it went from \$1.00 per year to \$1.00 per month, paragraph 11 pertaining to ownership of improvements, a sentence has been added to the end about the purchase option, under tenant it has WCVFD (page 8) typo listing Hemby Road Station with Jack Parks, under landlord it still shows Amy McCollum as Town Administrator and it should be Peggy Piontek. Those were the changes to the lease document."

Councilwoman Hadley stated that the biggest difference between this lease and the lease we provided PVFD is #41 the option to purchase, her question is how the Council came up with the \$750,000.00 amount as the purchase price.

Mayor Deter replied there's been discussion during the whole time period with figures from \$500,000.00 – \$750,000.00 to \$1,600,000.00. It's been all over the place. I tried to take the investment the town has in the fire station and lay in a 30 year depreciation schedule and plugged in at the end of the depreciation period a \$200,000.00 residual value. Then laid into that what depreciation has taken place and applied it against that. Leslie pointed out a couple of things that were incorrect, with a 30 year depreciation schedule it was \$750,000.00 – \$780,000.00. If you used a 20 year depreciation schedule it would be significantly less, so that was the approach for

logic on the numbers. Personally I would imagine there are quite a few people who think that fire station is worth \$1,600,000.00.

I also examined other ways you come up with an appraisal on commercial property; one of the big ones is based on how much revenue the building generates. Based on capital rate you then know what the value of that property is, like an office building as an example. This building generates \$1 a year. So obviously that's not going to give us the number. Those were some of the approaches I took, trying to come up with a number."

Councilwoman Hadley replied "That's how you came up with the \$750,000.00?" Mayor Deter confirmed she was correct. She stated she has received a lot of communication from the public and this email captures what she believes to be the citizen's impressions on the \$750,000.00. The transaction appears to be an admission that the likelihood of the defeat on the lawsuit the Town is subject to and it just seems odd to me that \$750,000.00 and the penalty payment for the breach of contract if we are found that's without cause happens to be one and the same. "The perception is that we're trying to sell the building and pay for the penalty. My question is how we are going to justify the \$923,000.00 that we spent to renovate the building? We have \$923,000.00, we have possible \$750,000.00 which is for a building worth \$1,600,000.00 but yet \$750,000.00 shows up as the purchase price. Once again it appears and I agree with the person that emailed me that it appears to be an admission of a likelihood of a defeat.

As I understand it the option to purchase starts on the commencement date until 90 days prior to the expiration date. As soon as the commencement date of the lease agreement starts they have the option to purchase the Town's asset. I'm wondering why that the option to purchase is in the lease agreement; I wanted to know the reason for the \$750,000.00 and I'd like to know the reason we are considering selling the real property at Hemby Road."

Mayor Deter stated, "I explained the \$750,000.00. I can go through it again but it's going to be the same thing. It is coincidental that the \$200,000.00 residential value I used is also the Union County tax value they came up with as the tax value. You get a sense of conspiracy theory that's been in the works for three or four years now, so in terms of why both documents are together we just don't have to go through it again. We have a \$750,000.00 asset that is depreciating yearly that the town is earning \$1.00 for."

Mikki Weaver, Greystone subdivision, "Just me personally, if I were someone who owned a piece of property and especially if I got it for a song and had the opportunity to rent it and make money on it and one of your chief complaints about the fire department is that it's a financial black hole for the town, why not let this property be something we retain as an asset and rent it to Wesley Chapel and make money on it?" Mayor Deter replied that he personally and some Council Members agree that we don't want to be in the fire business, that's why we didn't want to purchase a fire truck probably next year.

Mayor Pro Tem Titherington stated he is struggling with the purchase price and doesn't agree with the appraisal. "When you go back and look at it as well, when you start comparing residential property to commercial property it is an issue. I'm not getting caught up in the dollar amount there. I would like to see is if it's to be sold that we are renewing a 1 year contract,

which I agree was the original intent when we went to the municipal fire district. The concern I have is that we have a good contract with Wesley Chapel which was signed in the spring with a cap that it doesn't go up any more than a percentage of our Ad Val rate per year and that renews every year. So we have an asset here and if it's going to be sold I'd like it to be tied to the Town's option each year and that it is a binding contract that the Town has the sole option to renew or not. That way we're locked into a growth rate, and its outline has been an agreement."

The contract with Wesley Chapel now states that it can't go up any more than the percentage increase in the Ad Val rate.

Councilwoman Hadley replied there's a big loop hole with that cap as far as the percent. Mayor Deter stated if the Town says as an example instead of four people we want eight people at the station this allows for an increase above the increase of the Ad Val. Mayor Pro Tem Titherington replied that would be at the Town's discretion based off the current agreement the contract was tied to which he agrees with. So the cap is that Wesley Chapel can't increase any more percentage wise off the base at the start of the contract. "The increase in our ad valorem percentage year over year - read it - that is the one part that allows the increase in the contract." So I'm just saying that if the property is having a lease buy out option I'd like to say that if it can be bought that this option is renewable at the Town's discretion every year as an automatic roll over and caps it at that percentage. It just protects the financial interest of the Town."

Councilwoman Hadley clarified that Mayor Pro Tem Titherington is not addressing the purchase price. Mayor Pro Tem Titherington replied "I don't agree with the purchase price, I don't have issues selling it based off of where we are; I don't agree with the purchase price and I'd like to see some caps tied to that." Councilwoman Hadley and Mayor Pro Tem Titherington had a lengthy conversation on his comments. Mayor Pro Tem Titherington explained that we have a one year lease with the option to buy; so next April we will start negotiating again what the contract price is for the fire service. Councilwoman Hadley stated all of that's put to bed, this is the lease and she did not get the connection between the FSA and the lease. "I don't get the cap, you're saying that you want that cap rolled over every year, but that's in the FSA and what we're talking about tonight is the lease." Mayor Pro Tem Titherington replied "with the option to buy" and all I'm saying is that contract, if you read the contract, it says it's at Wesley Chapel's discretion and Weddington discretion and all I'm saying is make it at the Town's discretion only; making it a firmer contract. We're going to sell an asset I think we get something for it, then roll over the FSA agreement the year to year service, not the option to buy." Councilwoman Hadley said she still thinks we're talking about two different things. "So by approving the lease, we're also approving the sale is that correct?" Mayor Deter replied we're approving the option to buy.

Bobby Sullivan stated if you are going to approve it tonight you mentioned there are a couple of typo's that needs to be corrected and there are a couple of blanks that need to be filled in like the commencement date. "I think the plan, as it was written, was for it to take effect about July 29<sup>th</sup>. If the litigation does delay the Town being in possession of the fire station it might have to be pushed out. It's also the legal description of the list of furnishing's to be had, so if there is a motion to approve I would recommend you also authorize the Mayor or whoever will sign the lease to approve the corrected typo's and fill those blanks in before it actually is executed. Also we will need to post a legal notice so we will need a motion to authorize staff to publicize sale."

Mayor Pro Tem Titherington suggested that if you want to do a lease with the option to buy there's nothing that says you have to have the price today.

Councilman Smith moved to accept the lease with option to buy as presented by legal counsel, authorizing to fix the typo's and fill in the blanks as suggested by legal counsel and to authorize staff to post a legal notice and the Mayor to sign the lease.

Councilwoman Hadley made a motion to amend Councilman Smith's motion to include before the mayor's signature that the final draft goes before the entire Council. The votes were recorded as follows:

Ayes: Councilwoman Hadley

Nays: Council members Harrison, Smith and Mayor Pro Tem Titherington

Council then voted on Councilman Smith's motion to accept the lease with option to buy as presented by legal counsel, authorizing to fix the typo's and fill in the blanks and authorize staff to post a legal notice. The votes were recorded as follows:

Ayes: Council members Smith and Harrison

Nays: Councilwoman Hadley and Mayor Pro Tem Titherington

Mayor Deter broke the tie and voted in favor of the motion, the motion was approved. **(COPY ATTACHED HERewith AND MADE A PART OF THE MINUTES)**

*Council took a 5 minute break.*

#### **A. Consideration of approval of an Information Technology Provider**

Town Administrator Piontek explained that staff has been experiencing some issues with our current provider. We searched, interviewed and obtained cost quotes from two additional vendors that are familiar with municipalities, which are in your packet. Ms. Piontek advised that Council was invited to meet with the recommended provider Compunet World. In full disclosure, she has worked with this organization for the last 9 years; it is strictly a professional relationship. They are providing the service for \$1,499.00 per month, providing all services, storing information off site, they will come here to resolve issues if necessary at no additional cost for travel time; they will pull all archived emails if a request for information is received for this flat rate. The other company was charging us for usage overage, travel time so by the time we were done, our current provider should have been \$2,800 per month, but we have paid them a lot more because of all the added expenses. Her recommendation to you is Compunet World. Mayor Deter and Councilwoman Harrison met with the owner and seemed to express their approval.

Mayor Deter stated this is a local company from Indian Trail, advising his concern when meeting with them was if they worked with other municipalities. They currently work for five other municipalities, Stallings, Pineville, Indian Trail, Fairview, and Lake Park. He asked if there is

much difference between working with towns verses businesses, he confirmed yes there is; assuring Mayor Deter they understand the differences and they currently work with other towns.

Councilwoman Harrison advised she went into the technology part, expressing her concerns on the email addresses not changing; because we're cloud based it has its merits but also restrictions so we will have some cloud base. She specifically tried to trip him up about deleting emails every couple of years, to which he replied no you can not do that as a government entity; assuring her he was familiar with our government guidelines. We currently still have and will continue to have VC3 as our phone service because our contract runs to 2019, but he can integrate that seamlessly when the time comes. She liked the fact that they have disaster recovery off site and that it's backed up every evening. She addressed with him the power outage issue and how that would be addressed and he was confident that they can cover it all. She was comfortable from a technical standpoint and also the fact that he works with towns, is not a big organization but small enough that we matter, she doesn't believe we mattered to VC3 because of our size.

Mayor Deter complimented Peggy Piontek for searching this out. He believes what happens is one develops work arounds because the system is not always working right so you get comfortable, then you get a new set of eyes coming in they make you aware that this is not the way it should be.

Councilwoman Harrison stated that she would come in and find out that our Finance person could not get in. The staff is not IT people and should not be expected to boot servers or trouble shoot technology issues. **(COPY ATTACHED HERewith AND MADE A PART OF THE MINUTES)**

Councilwoman Harrison moved to approve Compunet World as the Town's Information Technology Provider. All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

**1. Approval of Hardware Proposal** *this matter was added as a result of a motion made in Additions/Deletions*

Mayor Deter explained that this matter is to determine if we want to lease or purchase the equipment. "We are all aware that the shelf life of technology equipment is short lived."

Mayor Pro Tem Titherington moved to approve leasing the hardware from Compunet World as staff recommended. **(COPY ATTACHED HERewith AND MADE A PART OF THE MINUTES)**

All were in favor with the votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

### **B. Discussion on a Social Media Policy for the Town**

Mayor Deter explained that the Town Clerk provided Council with several examples from other jurisdictions; we currently do not have one.

Councilwoman Harrison stated that the purpose of having a Facebook Page was to provide the residents another way to get information, not political issues. Mayor Deter stated we can go with an existing policy or direct staff to put together a policy for Council to review.

Councilwoman Hadley inquired if this is going to be a medium to only advertise events or an opportunity for there to be a discussion. She believes the policy revolves around the purpose that you want it to serve. If you are going to open it up then you absolutely need to have “reserves the right to ban people; comments will be related to a particular comment; no foul language; discourteous communications etc. etc. You don’t even have to worry about that if you make it a post only.”

Mayor Deter said he would recommend a post only that communicates out. People want to make comments on some of the various issues, that is a good reason to engage them in public comments at Council meetings. For Council’s consideration and discussion, based on what I’ve seen I think we spend a lot of time trying to control stuff.

Mayor Pro Tem Titherington stated the biggest challenge is we don’t have a large staff and resources are thin to be constantly monitoring the site. “I look at some of these examples and they are big cities which probably have an infrastructure for that. It was originally intended as a post site because it was an easier access than the town website that has the same material, I’m good with that. That’s what I call a bulletin board site. Otherwise we are asking someone to make a discretionary call, possibly putting a staff member in that situation.”

Councilman Smith stated that it’s also a drain of staff resources, so he’s hoping to just close it down.

Mayor Pro Tem Titherington moved to approve to direct staff to create and implement a social media policy that will be a bulletin board based concept mirrored to the website to be used for communication of official Town events with all postings getting approval of the Town Administrator.

The votes were recorded as follows:

AYES: Councilmembers Harrison, Smith and Mayor Pro Tem Titherington

NAYS: Councilwoman Hadley



Councilwoman Hadley clarified that she voted against it because she feels it's a good way to engage the public, it will take some monitoring but if rules were posted it wouldn't be time expensive and can be used as an opportunity to communicate with the public.

Mayor Deter stated he agreed with the motion because we can get into the gray areas; if someone puts a post on the Town Facebook page directing you to a location to donate funds for a lawsuit against the Town, you won't put that on there and he doesn't want the staff to worry about it.

Councilman Smith stated he would prefer the person come to the meetings and speak at public comments.

Mayor Pro Tem Titherington stated in addition to that we do have town voicemail for them to engage with all Councilmembers.

### **C. Consideration of Electrician Bid**

Councilwoman Harrison thanked the Administrator for meeting with the electricians. She went onto advise she checked all four names with the Better Business Bureau and Angie's List and explained the work that is to be done and reviewed each bid and stated it was narrowed down to Hargett (\$6,825.00) and David Long Electrical (\$5,185.00). Although not the cheapest bid, she recommends Hargett Electric because he has done work on Town Hall previously and was the only one who recommended replacing the panel in the storage room because the breakers keep tripping.

Mayor Pro Tem Titherington advised he knows the people at Hargett and will refrain from voting.

Councilwoman Harrison moved to approve the Hargett Electric bid for electrical work to be done at Town Hall, using generic contract and ensuring they have certificate of insurance, for a total of \$6,825.00. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES)**  
All were in favor, with votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith

ABSTAIN: Mayor Pro Tem Titherington

NAYS: None

### **D. Review and consideration of appointment to Public Safety Advisory Committee**

Councilman Smith stated there are two vacancies and we have three applicants. He has reviewed the applications and he recommends Jim Burke and Gordon Wilson. Councilwoman Harrison advised she interviewed Gordon Wilson and agrees with that recommendation; she was unable to interview Mr. Burke.

Councilwoman Hadley inquired if the applicant Steve Belk was interviewed; Councilman Smith replied he did not. Councilwoman Hadley advised she did and she liked him.

Councilman Smith moved to approve the appointment of Jim Burke and Gordon Wilson to the Public Safety Advisory Committee. The votes were recorded as follows:

AYES: Councilmembers Harrison, Smith and Mayor Pro Tem Titherington

NAYS: Councilwoman Hadley

**E. Review and consider of appointment to Planning Board** *this matter was deleted as a result of a motion made in Additions/Deletions*

**F. Land Use Plan Annual Update**

Chairman Sharp stated that the current plan states: the Town should conduct an annual review every July to determine it's progress in achieving Plan goals, objectives and strategies, during this review the Town should evaluate development decisions. For example zoning changes, subdivisions, building permits and public works projects that have been made by the town and other jurisdictions, growth trends and the progress made in accomplishing the strategies listed in this plan element. The result of the annual review may be to recommend revisions to policies, the future Land Use Map or the Implementation Program.

"The first document is a summary of what the town has enacted during the past 12 months. The Town of Weddington continues to meet the goals and policies of the land use plan. This has been approved by the Planning Board, this is the first step and if you have had a chance to read it then you saw that one of the items that you considered was the Town Overlay District. When it talks about making amendments to the Land Use Plan, the Planning Board felt that the Land Use Plan should reference the Downtown Overlay. One should know about it and not have to go to the ordinances to find it. As a result, there are a couple of text changes that the Planning Board is recommending:

This item pertains to Neighborhood Business

1. All new commercial development in the Town Center is subject to additional requirements found in the Downtown Overlay District.

The second item pertains to Commercial Development:

2. In May of 2015, the Town Council adopted a Downtown Overlay District to provide additional regulations for the above-mentioned 34 acres already designated future business on the Future Land Use Map. The Overlay District policies are based on the Goals, Policies, and Strategies already included in this Land Use Plan, and will help create an attractive, accessible, and unified Town Center."

Chairman Sharp stated those are the Planning Boards recommendations. She expressed that they were uncertain if a Public Hearing was needed to make these changes. Attorney Sullivan advised that a Public Hearing was not necessary; Council can adopt the changes this evening.

Mayor Pro Tem Titherington - When we think about the 12 items that you have accomplished in 12 months it is outstanding work, the board worked very hard and we appreciate it. These are all things that residents stated when we look back at the surveys for the last 10-12 years about what they value of Weddington.

Mayor Pro Tem Titherington moved to approve the text amendment changes as outlined in exhibit 1 and exhibit 2 as recommended by staff. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE RECORD)** The votes were recorded as follows:

AYES: Councilmembers Harrison, Smith, Hadley and Mayor Pro Tem Titherington  
NAYS: None

**G. Approval of Median Landscape items** *this matter was added as a result of a motion made in Additions/Deletions*

Councilwoman Harrison explained that half of the grass did not come up alive. We went back to the nursery and they would change it out with more muhly grass, but that wasn't cutting it any more. We asked the nursery if we can change it to Carissa hollies so this is to take all the muhly grass out, put the Carissa hollies in, additionally there was a brush fire across from Anderson Farm. The knockout roses survived, Indian Hawthorne's not so much, so that's why that's in the cost. Additionally on Hemby Road one of the Kaleidoscope Abelia's gets run over periodically

Mayor Pro Tem Titherington motioned to approve the landscape items. **(COPY ATTACHED HEREWITH AND MADE A PART OF THE MINUTES)**

All were in favor with the votes recorded as follows:

AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington  
NAYS: None

**Item No. 12 Update from Town Planner**

Town Planner Julian Burton was absent and Dorine Sharp, Vice Chairman of the Planning Board provided the update; advising that the Planning Board will review the following items at the July 27th meeting: Temporary Use Permit application for the Weddington Country Festival; a Conditional Zoning application for The Falls at Weddington Amenity Site and the Final Plat application for the Highclere Subdivision.

She informed Council that staff received a sketch plan application for a major subdivision located at the intersection of Weddington-Matthews Road and Antioch Church Road. Public Involvement Meetings will likely be scheduled for late July or early August.

There is a vacancy on the Planning Board; she sent a copy of Jeff Perryman's resignation. The vacancy needs to be filled for the remainder of his term. There are three Boards – Planning Board, Board of Adjustment and Historic Preservation. Ms. Sharp informed Council when these Boards meet and asked Council to consider the applicants location and occupation so that the

members are not in the same field or location in the town. Council directed the Town Clerk to advertise the opening on the web site, newspaper and sunshine list with a deadline for July 31, 2015.

Mayor Pro Tem Titherington asked about the illegal sign advertising a subdivision in Weddington on Weddington Matthews Road. They recommended that we have our Code Enforcement handle it.

**Item No. 13 Public Safety Report**

None

**Item No. 14 Update from Finance Officer and Tax Collector**

Town Finance Officer Leslie Gaylord advised they have a balance sheet but the statement of revenues was not in the packet. The balance sheet does not balance and it will be revised and if they have any questions, she'll be happy to answer them. However she assured Council we are in good shape and are in compliance and both July and June reports will be in next month's packet. There were no questions.

**Item No. 15 Transportation Report**

Councilwoman Harrison reported that at the last Charlotte Regional Transportation Planning Organization meeting in June there was not a quorum because Charlotte did not show up nor did they have a back up. Charlotte gets 31 votes and Union County gets 15, Mecklenburg 12, so there was Mecklenburg and Union County sitting there but could only hear presentations and were not able to vote. "Every year we have to redo the prioritization of roads and they are deleting a lot of projects on the list. The ones you see in red are just Union County projects that are going away unless we fight for them; all the green ones are going to be reprioritized. They are going to reprioritize widening Providence Road. I keep hearing it's going to get a good score; it was number six and now it's down to number 12. Rea Road extension has already been approved; it's on their website with 3 different route possibilities. If they start next year they have to pick one, there are two that go through Rea Road - one very close to Stratford, another kind of in the middle. The third option is to widen 84 and add the other project to widening it all the way to Wesley Chapel. The good news is if they pick widening 84 the sidewalks are part of that deal and we don't have to pay for it. One of the ones you see there was supposed to be a round about on Beulah Church/Waxhaw Potter Road, that's gone." She spoke to Mayor Hovarth because it's more Wesley Chapel than Weddington and he said he wasn't going to fight it. She received her packet and Rea Road has now gone from 2016 to 2017. **(A COPY OF THE MAP IS ATTACHED HERETO AND MADE A PART OF THE MINUTES).**

Mayor Pro Tem Titherington asked what the three green boxes were on the left hand side of the map. Ms. Harrison replied one is Rea Road Extension (they call it that but it's actually the widening of Providence from Rea Road). "I talked to Peter and told him if the Town wants to put a left turning lane what would it cost to do it and would you give us the credit back? Everyone I spoke with gave me a different story and then it ended up with NCDOT who said to

me there's money on the STP-DA that we could do that and prioritize it if Weddington paid for it. STP-DA stands for Strategic Transportation Projects – Direct Attributed Funding. It's small we have a bigger bucket, but we have to request it.” She told them the train has left the station for Rea Road.

Mayor Pro Tem Titherington stated the seminary is up for sale and that intersection is a nightmare to try and come out of. There is more and more traffic and once they start Rea Road we're going to get all that bypass traffic again and that is a problem. So do we get with DOT on that asking what's the solution? Is that ultimately a round about?

There was a brief discussion on the status of a letter sent to NCDOT pertaining to the request to lower the speed limit on Matthews Weddington Road and McKee Road. Ms. Piontek advised “we have not had any response from them but will pursue it and inform Council.”

#### **Item No. 16 Council Comments**

Councilwoman Harrison thanked Peggy for picking up the tiles in the round about this afternoon that fell off a truck.

Councilwoman Hadley had no comments.

Mayor Deter stated he wants to thank our Easter Bunny who is also a day laborer; he was out here digging a hole to connect the downspouts and making a drain. He requested confirmation from Ms. Gaylord about the savings of \$42,000.00; he thought at last council meeting we looked at fire service budget to budget it was significantly more than that.

Ms. Gaylord replied the amount for 2016 saving is less because of the contract extension and existing contracts going through July 29<sup>th</sup>. Going forward the savings would be about \$230,000.00.

Mayor Deter told the Clerk on her notes on Mr. Moore's comment “and I quote from the Mayor” then he rambled on (factiously) – not to put all of that in quotes.

Mayor Pro Tem Titherington had no comments

Councilmember Mike Smith had no comments

#### **Item No. 17 Adjournment**

Mayor Pro Tem Titherington made a motion to adjourn. All were in favor, with votes recorded as follows:

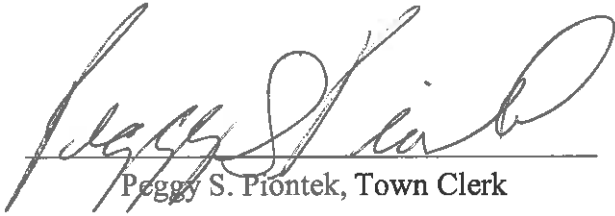
AYES: Councilmembers Harrison, Hadley, Smith and Mayor Pro Tem Titherington

NAYS: None

The meeting adjourned at 9:33 p.m.

A handwritten signature in black ink, appearing to read "Bill Deter", written over a horizontal line.

**Bill Deter, Mayor**

A handwritten signature in black ink, appearing to read "Peggy S. Prontek", written over a horizontal line.

**Peggy S. Prontek, Town Clerk**

**RESOLUTION TO ADOPT THE  
CABARRUS STANLY UNION REGIONAL HAZARD MITIGATION PLAN**

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

WHEREAS, the Town of Weddington desires to seek ways to mitigate the impact of such hazard risks; and

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

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

WHEREAS, it is also the intent of the Weddington Town Council to fulfill its obligations under Chapter 166A of the North Carolina General Statutes, the North Carolina Emergency Management Act, and Section 322 of the Federal Disaster Mitigation Act of 2000 in order to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Weddington; and

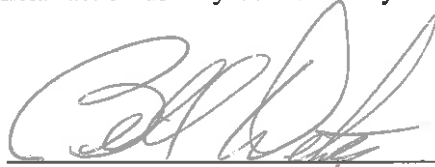
WHEREAS, the Town of Weddington, in coordination with Cabarrus County, Concord, Harrisburg, Kannapolis, Midland, Mount Pleasant, Stanly County, Albemarle, Badin, Locust, Misenheimer, New London, Norwood, Oakboro, Red Cross, Richfield, Stanfield, Union County, Fairview, Hemby Bridge, Indian Trail, Lake Park, Marshville, Marvin, Mineral Springs, Monroe, Stalling, Unionville, Waxhaw Weddington, Wesley Chapel, and Wingate, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Cabarrus Stanly Union Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures.

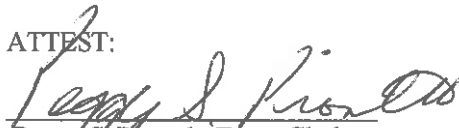
NOW, THEREFORE, BE IT RESOLVED that the Town Council of Town of Weddington hereby:

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

Adopted on July 13, 2015, 2015.

  
\_\_\_\_\_  
Bill Deter, Mayor

ATTEST:

  
\_\_\_\_\_  
Peggy S. Piontek, Town Clerk



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TOWN OF  
**WEDDINGTON**

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1924 Weddington Road • Weddington, North Carolina 28104

**TO:** Mayor and Town Council  
**FROM:** Kim H. Woods, Tax Collector  
**DATE:** July 13, 2015  
**SUBJECT:** 2015 Real Property Taxes

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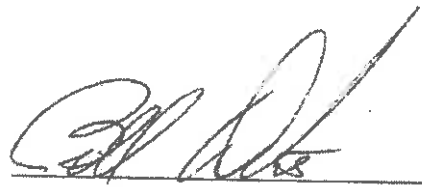
In accordance with General Statutes 105.321, I am hereby requesting authorization to collect the 2015 Real Property Taxes for the Town of Weddington.

State of North Carolina  
Town of Weddington


To the Tax Collector of the Town of Weddington

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Town of Weddington Collections Department and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Weddington, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal this 13th day of July, 2015.

  
\_\_\_\_\_  
Bill Deter, Mayor

Attest:

  
\_\_\_\_\_  
Peggy Florio, Town Clerk

Telephone (704) 846-2709 • Fax (704) 844-6372





## COOPERATIVE AGREEMENT

### Union County "Urban County" Community Development Block Grant Program

THIS AGREEMENT made and entered into this 13<sup>th</sup> day of July, 2015 by and between the Town of Weddington, North Carolina hereinafter referred to as the "Community", and the County of (Union), a body politic and corporate of the State of North Carolina, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Union County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Union County; and

WHEREAS, this agreement covers the Community Development Block Grant Entitlement Program; and

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the County shall have final responsibility for selecting Community Development Block Grant activities and annually filing a Consolidated Plan with HUD; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, Community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and



## COOPERATIVE AGREEMENT

### Union County "Urban County" Community Development Block Grant Program

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be **Federal Fiscal Years**, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal Years 2016-2018, appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Union County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and



## COOPERATIVE AGREEMENT

### Union County "Urban County" Community Development Block Grant Program

THAT this Agreement remains in effect until the CDBG funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CPR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on, hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and



## COOPERATIVE AGREEMENT

Union County "Urban County"  
Community Development Block Grant Program

THAT pursuant to 24 CFR 570.501(b), the Community is subject to the same requirements applicable to sub recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have adopted and authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

COUNTY OF UNION

Name: [Signature]  
Title: COUNTY MANAGER  
Signature & date: 7-22-15

Name: [Signature]  
Title: COUNTY CLERK  
Signature & date: 7-22-15

TOWN OF WEDDINGTON

Name: Bill Deter  
Title: MAYOR  
Signature & date: [Signature] 7/17/15

Name: Peggy S. Piontek  
Title: TOWN CLERK  
Signature & date: [Signature]

### CERTIFICATION BY COUNTY CORPORATION COUNSEL

The undersigned, Corporation Counsel for the County of Union, certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing in cooperation with local units of government.

Name: Carolyn A. Mayer  
Title: CORPORATION COUNSEL - Staff Attorney  
Signature & date: [Signature] 7/21/15



## **EXHIBIT E**

### **Statement of Work**

#### **Town of Weddington Code Enforcement Services**

This Statement of Work ("SOW"), dated as of the 1st day of July, 2015 (the "Effective Date"), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 525 North Tryon Street, 12<sup>th</sup> Floor, Charlotte, North Carolina 28202 ("CCOG"), and the Town of Weddington, a local government member having a principal place of business at 1924 Weddington Road, Weddington, NC 28104 ("Member"), pursuant to which CCOG will provide to Member planning and/or management services (the "Services"). CCOG and Member have simultaneously entered into a Services Agreement (the "Agreement"). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work or other items expressly permitted by the Agreement.

#### **I. Introduction**

This document outlines the services, which Centralina (or "we") shall perform under the contract to provide code enforcement compliance services requested by the Town of Weddington. It is very difficult to estimate the total amount of time it will take to bring all code enforcement properties into compliance; therefore we will address as many structures as possible within the allotted dollar amount specified in this Statement of Work.

#### **II. Code Compliance Services**

Centralina will perform the following activities:

1. Investigate/ inspect substandard building, housing, zoning and nuisance complaints and notify owners of violations.
2. Prepare case files, take photographs of violations, and remove signs.
3. Prepare, post and mail notices of violations and/or condemnations, and notifications of hearings.
4. Schedule, coordinate, and attend fact-finding hearings and condemnation hearings.
5. Perform routine follow-up investigation to ensure compliance and notify concerned parties of action(s) taken.
6. Advise property owner(s) on the appropriate actions necessary to bring property into compliance.

7. Coordinate activities as needed with local government staff and local government attorney.
8. Attend local government meetings as requested to address code enforcement and/or condemnation cases, and answer questions from the local government Council/Commission, property owner(s) and from the general public.

**III. Compensation**

Centralina staff will perform the tasks identified in this SOW and as detailed herein for a sum of \$15,600.

**IV. Terms of Compensation**

Notwithstanding any prior estimate or communication given, the Town of Weddington hereby agrees to pay the full contract costs outlined by CCOG in this Statement of Work attached as an exhibit to the Services contract. In order to retain Code Enforcement services the local government will be billed a 50% retainer fee at the execution of this SOW, and 25% of the entire contract amount upon expiration of half of the contract term, and the remaining 25% of the entire contract upon CCOG's completion of the SOW. It is expressly agreed and understood that the total amount to be paid by the Town of Weddington under this SOW shall not exceed \$15,600.

If total of requested work approaches 90% of the full contract amount prior to the full term period of contract, CCOG will notify the Town's project manager prior to performing any services in excess of the contract amount. The local government may then choose to approve the additional services cost or reduce the scope of work as they may choose. The additional services if approved will be billed at a fixed rate per hour for the personnel performing the services.

**V. Time of Performance**

The SOW service of Centralina provided for the FY 15-16 Code Enforcement Services shall start on July 1, 2015 and end on June 30, 2016.

[Signatures on following page.]

This Agreement has been executed by each Party's duly authorized representative as of the date below such Party's signature.

**TOWN OF WEDDINGTON**

By: *Peggy S. Picotter*

Name: *Peggy S. Picotter*

Title: *Town Administrator*

Date: *7/14/15*

**CENTRALINA COUNCIL OF GOVERNMENTS**

By: *Jim Prosser*

Name: *Jim Prosser*

Title: *Executive Director*

Date: *7/7/15*

"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."

# Legend

## Closest Station Overlay

### Name

Station 20 : 0 - 26400

Station 26 : 0 - 26400

Station 31 : 0 - 26400

Station 32 : 0 - 26400

## Closest Station - Streets

### FacilityID

31

32

26

20

Weddington





# Miles from Wesley Chapel VFD station and Stallings VFD station

ADDRESS	SVFD	WCVFD	ADDRESS	SVFD	WCVFD
100 Plymouth Dr	4.0	2.5	409 Devonport Dr	4.8	3.9
101 Plymouth Dr	4.0	2.5	416 Devonport Dr	4.8	3.9
108 Plymouth Dr	4.1	2.6	500 Devonport Dr	4.9	4.0
109 Plymouth Dr	4.1	2.6	501 Devonport Dr	4.9	4.0
116 Plymouth Dr	4.1	2.6	508 Devonport Dr	4.9	4.0
117 Plymouth Dr	4.1	2.6	509 Devonport Dr	4.9	4.0
125 Plymouth Dr	4.1	2.7	516 Devonport Dr	4.9	4.1
200 Plymouth Dr	4.2	2.7	517 Devonport Dr	4.9	4.1
201 Plymouth Dr	4.2	2.7			
208 Plymouth Dr	4.2	2.7	102 Auckland Ln	4.0	3.1
209 Plymouth Dr	4.2	2.8	200 Auckland Ln	4.1	3.2
216 Plymouth Dr	4.2	2.8	208 Auckland Ln	4.2	3.3
217 Plymouth Dr	4.2	2.8	209 Auckland Ln	4.1	3.2
			300 Auckland Ln	4.2	3.3
5100 Panhandle Cir	4.3	2.8	307 Auckland Ln	4.2	3.3
5101 Pandhandle Cir	4.3	2.8	308 Auckland Ln	4.2	3.3
5114 Pandhandle Cir	4.3	2.8	309 Auckland Ln	4.2	3.3
5117 Panhandle Cir	4.3	2.8	316 Auckland Ln	4.2	3.4
5121 Panhandle Cir	4.4	2.9	324 Auckland Ln	4.3	3.4
5122 Pandhandle Cir	4.3	2.9	325 Auckland Ln	4.3	3.4
5130 Panhandle Cir	4.4	2.9	400 Auckland Ln	4.4	3.5
5138 Panhandle Cir	4.4	2.9	401 Auckland Ln	4.0	3.5
5139 Panhandle Cir	4.4	2.9	500 Auckland Ln	4.4	3.5
5146 Panhandle Cir	4.4	3.0	501 Auckland Ln	4.4	3.5
5147 Pandhandle Cir	4.4	3.0	515 Auckland Ln	4.4	3.5
5155 Panhandle Cir	4.4	3.0	516 Auckland Ln	4.4	3.5
5163 Panhandle Cir	4.4	3.1	517 Auckland Ln	4.4	3.5
108 Devonport Dr	4.4	3.5	104 Oxford Ter Rd	4.3	3.5
124 Devonport Dr	4.5	3.6	109 Oxford Ter	4.4	3.5
125 Devonport Dr	4.5	3.6	117 Oxford Ter	4.4	3.5
200 Devonport Dr	4.5	3.6	124 Oxford Ter	4.4	3.5
201 Devonport Dr	4.5	3.6	125 Oxford Ter	4.4	3.5
208 Devonport Dr	4.5	3.7			
305 Devonport Dr	4.6	3.8	100 Canterbury Ln	4.2	3.3
310 Devonport Dr	4.6	3.7	108 Canterbury Ln	4.2	3.3
312 Devonport Dr	4.6	3.7	109 Canterbury Ln	4.2	3.3
317 Devonport Dr	4.7	3.8	116 Canterbury Ln	4.3	3.4
401 Devonport Dr	4.7	3.8	117 Canterbury Ln	4.3	3.4
408 Devonport Dr	4.8	3.9	124 Canterbury Ln	4.3	3.4

# Miles from Wesley Chapel VFD station and Stallings VFD station

ADDRESS	SVFD	WCVFD	ADDRESS	SVFD	WCVFD
125 Canterbury Ln	4.3	3.4	3001 Scottsdale Ln	3.7	3.5
133 Canterbury Ln	4.3	3.5	3024 Scottsdale Ln	3.5	3.5
140 Canterbury Ln	4.4	3.5	3040 Scottsdale Ln	3.8	3.6
141 Canterbury Ln	4.4	3.5	3072 Scottsdale Ln	3.9	3.7
148 Canterbury Ln	4.4	3.5	5024 Scottsdale Ln	3.9	3.6
149 Canterbury Ln	4.4	3.5			
			104 Wellington Dr	4.0	3.0
5001 Cambridge Oaks Dr	3.6	3.4	112 Wellington Dr	4.0	3.2
5003 Cambridge Oaks Dr	3.7	3.5	120 Wellington Dr	4.1	3.2
5007 Cambridge Oaks Dr	3.7	3.5	121 Wellington Dr	4.1	3.2
5017 Cambridge Oaks Dr	3.7	3.5	128 Wellington Dr	4.1	3.2
5019 Cambridge Oaks Dr	3.8	3.5	200 Wellington Dr	4.2	3.3
5023 Cambridge Oaks Dr	3.8	3.6	208 Wellington Dr	4.2	3.3
5027 Cambridge Oaks Dr	3.8	3.5	216 Wellington Dr	4.3	3.4
5031 Cambridge Oaks Dr	3.8	3.6	217 Wellington Dr	4.2	3.4
5035 Cambridge Oaks Dr	3.9	3.6	300 Wellington Dr	4.3	3.4
5039 Cambridge Oaks Dr	3.9	3.7	308 Wellington Dr	4.4	3.5
5043 Cambridge Oaks Dr	3.9	3.7	312 Wellington Dr	4.4	3.5
5047 Cambridge Oaks Dr	3.9	3.7	315 Wellington Dr	4.4	3.5
5055 Cambridge Oaks Dr	4.0	3.8	316 Wellington Dr	4.4	3.5
5059 Cambridge Oaks Dr	4.1	3.9	318 Wellington Dr	4.4	3.5
5060 Cambridge Oaks Dr	4.0	3.8	319 Wellington Dr	4.4	3.5
5064 Cambridge Oaks Dr	4.0	3.8			
5072 Cambridge Oaks Dr	4.1	3.9			
5080 Cambridge Oaks Dr	4.0	3.9			
5088 Cambridge Oaks Dr	4.2	4.0			
5090 Cambridge Oaks Dr	4.2	4.0			
5092 Cambridge Oaks Dr	4.2	3.9			
5096 Cambridge Oaks Dr	4.2	4.0			
3000 Scottsdale Ln	3.7	3.5			
3008 Scottsdale Ln	3.8	3.6			
3009 Scottsdale Ln	3.7	3.5			
3016 Scottsdale Ln	3.8	3.6			
3017 Scottsdale Ln	3.8	3.6			
3025 Scottsdale Ln	3.9	3.6			
3048 Scottsdale Ln	3.8	3.6			
3056 Scottsdale Ln	3.9	3.7			
3064 Scotts Dale Ln	3.9	3.7			
5040 Scottsdale Ln	3.9	3.7			

## WCVFD

315 Waxhaw Indian Trail Rd S  
Waxhaw, NC

## STALLINGS VFD

4616 Old Monroe Road  
Indian Trail, NC

# Miles & Minutes from Wesley Chapel VFD station and Stallings VFD station

ADDRESS	MILES		MINUTES		ADDRESS	MILES		MINUTES	
	SVFD	WCVFD	SVFD	WCVFD		SVFD	WCVFD	SVFD	WCVFD
204 Reefton Rd	3.8	3.9	8	7	300 Nelson Rd	3.8	3.9	9	8
212 Reefton Rd	3.8	4.0	9	7	303 Nelson Rd	3.8	4.0	9	8
213 Reefton Rd	3.8	4.0	9	7	308 Nelson Rd	3.8	4.0	9	8
220 Reefton Rd	3.8	4.0	9	7	311 Nelson Rd	3.8	4.0	9	8
221 Reefton Rd	3.8	4.0	9	7	322 Nelson Rd	3.8	4.0	8	8
229 Reefton Rd	3.9	4.0	9	7					
304 Reefton Rd	3.9	4.1	8	8	6700 Tree Hill Rd	4.6	4.6	10	9
305 Reefton Rd	3.9	4.1	10	8	6701 Tree Hill Rd	4.4	4.6	10	9
313 Reefton Rd	3.9	4.1	9	8	6701 Tree Hill Rd	3.9	4.1	10	9
					6709 Tree Hill Rd	4.4	4.5	10	9
1533 Riverton Rd	4.0	4.2	10	8	6710 Tree Hill Rd	4.4	4.5	10	9
207 Riverton Rd	3.9	4.1	9	8	6717 Tree Hill Rd	4.3	4.5	10	9
214 Riverton Rd	3.9	4.1	10	8	6718 Tree Hill Rd	4.3	4.5	10	9
215 Riverton Rd	4.0	4.1	10	8	6725 Tree Hill Rd	4.3	4.5	10	8
222 Riverton Rd	4.0	4.1	10	8	6726 Tree Hill Rd	4.3	4.4	10	9
223 Riverton Rd	4.0	4.2	10	8	6733 Tree Hill Rd	4.2	4.4	10	8
225 Riverton Rd	4.0	4.2	10	8	6734 Tree Hill Rd	4.2	4.4	10	9
230 Riverton Rd	4.0	4.2	10	8	6741 Tree Hill Rd	4.2	4.4	10	8
300 Riverton Rd	4.1	4.2	10	8	6749 Tree Hill Rd	4.1	4.3	10	8
306 Riverton Rd	4.1	4.2	10	8	6757 Tree Hill Rd	4.0	4.2	10	8
307 Riverton Dr	4.1	4.2	10	8	6760 Tree Hill Rd	4.1	4.2	10	8
315 Riverton Rd	4.1	4.2	8	8	6768 Tree Hill Rd	4.0	4.2	10	8
6900 Riverton Dr	3.9	4.1	9	8	6800 Tree Hill Rd	4.0	4.2	9	8
					6801 Tree Hill Rd	4.0	4.2	10	8
2101 Potter Cove Ln	3.2	3.9	8	7	6809 Tree Hill Rd	3.9	4.1	9	8
2212 Potter Cove Ln	3.4	4.0	8	7	6817 Tree Hill Rd	3.9	4.1	9	7
2215 Potter Cove Ln	3.4	4.0	8	7	6825 Tree Hill Rd	3.9	4.0	9	7
2208 Potter Cove Ln	3.4	4.0	8	7	6901 Tree Hill Rd	3.8	4.0	9	7
2105 Potter Cove Ln	3.2	3.9	8	7	6909 Tree Hill Rd	3.8	3.9	9	7
2216 Potter Cove Ln	3.4	4.0	8	8	6916 Tree Hill Rd	3.8	3.9	8	7
2204 Potter Cove Ln	3.3	4.0	8	8	6917 Tree Hill Rd	3.7	3.9	9	7
					6925 Tree Hill Rd	3.7	3.8	8	7
101 Nelson Rd	3.5	3.6	8	7	6931 Tree Hill Rd	3.6	3.8	8	7
201 Nelson Rd	3.6	3.8	8	7	6932 Tree Hill Rd	3.6	3.8	9	7
202 Nelson Rd	3.6	3.8	9	7	6936 Treehill Rd	3.5	3.7	8	7
209 Nelson Rd	3.7	3.8	8	8					
217 Nelson Rd	3.7	3.9	8	8					
218 Nelson Rd	3.7	3.8	9	8					
224 Nelson Rd	3.8	3.9	9	8					
225 Nelson Rd	3.7	3.9	9	8					

## LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT WITH OPTION TO PURCHASE ("Lease") is made as of the 27 day of July, 2015 ("Effective Date"), by and between the TOWN OF WEDDINGTON, a North Carolina municipal corporation ("Landlord"), and WESLEY CHAPEL VOLUNTEER FIRE DEPARTMENT, a duly organized rural fire department ("Tenant").

### WITNESSETH:

WHEREAS, Landlord will lease to Tenant, and Tenant will lease from Landlord, the Premises (defined below) as provided in this Lease; and

WHEREAS, the Tenant provides certain firefighting services to the Landlord under the terms of that certain Fire Suppression Agreement dated 27 JULY, 2015 (hereinafter the "FSA").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. **Leased Premises.** Pursuant to the terms of this Lease, Landlord leases to Tenant that certain lot, tract or parcel of improved real estate, with all improvements thereon, situate, lying and being in the Town of Weddington, County of Union, State of North Carolina, containing approximately 1.259 acres ("Land"), and more particularly described on Exhibit A attached hereto, together with all improvements ("Improvements") constructed on the Land (including a (i) 8,329 square foot volunteer fire station building located thereon, and (ii) 1,500 square foot metal building located in the rear of the Land) (collectively, the "Building") (the Land and the Improvements (including the Building) are collectively referred to as the "Premises").

2. **Term.** The initial term of this Lease ("Initial Term") shall be for a period of ~~one (1)~~ <sup>P.W.D.</sup> ~~year,~~ commencing on 29 JULY 2015, ("Commencement Date") and expiring on 30 JUNE 2016 <sup>PER</sup> ("Expiration Date"), unless extended or sooner terminated as herein provided. So long as Tenant is not in default hereunder, it is agreed that this Lease will automatically renew for successive terms of one (1)-year (each, a "Renewal Term"), upon the same terms and conditions unless either party notifies the other party in writing of its intention not to renew this Lease at least sixty (60) days prior to the expiration of the existing Term. "Term" means the Initial Term and the Renewal Term(s).

### 3. **Rent.**

(a) **Base Rent.** Beginning on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord annual base rent in the amount of \$12.00, payable in twelve (12) equal monthly payments of \$1.00 ("Base Rent"). Base Rent shall be payable on the first (1<sup>st</sup>) day of each calendar month without notice, offset or deduction. Any delinquent installment of Rent shall bear interest at the rate of eighteen percent (18%) per annum, compounded monthly, from the due date of such Rent until such late Rent and all interest accrued thereon is paid in full. In the event any payment of Rent is more than ten (10) days past due, an administrative charge equal to five percent (5%) of such past due sum shall be due and payable by Tenant to Landlord immediately upon written demand therefor. Tenant acknowledges that the aforementioned late charge and interest are in addition to Landlord's other rights and remedies available under this Lease, at law or in equity. If Landlord shall at any time accept any Rent after the same shall become due and payable, then such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights under this Lease, at law or in equity.

(b) Additional Charges. Any sums payable to Landlord under this Lease (other than Base Rent) are referred to in this Lease as "**Additional Charges**" and shall be due and payable in full, without setoff, thirty (30) days after demand unless otherwise provided in this Lease. Base Rent and any Additional Charges are collectively referred to in this Lease as "**Rent**." Additional Charges include charges arising from Tenant's failure to perform its maintenance, repair and replacement obligations under Section 9, the Impositions under Section 12, and Tenant's failure to maintain the insurance coverages required by Section 14.

(c) Payment. All monetary payments to Landlord from Tenant shall be sent to Landlord at the address set forth in Section 26 hereof. If Landlord accepts any Rent after it is due and payable, then that acceptance shall not constitute a waiver of any of Landlord's rights under this Lease.

4. Condition: Acceptance of Possession. Landlord has not made any representations or warranties as to (a) the condition of the Premises; (b) the compliance of the Premises with any federal, state or local law, statute, regulation, rule, ordinance, code, order, injunction or other governmental requirements, including, but not limited to, those related to zoning, subdivision and construction (collectively, "**Laws**"); or (c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES. Tenant accepts the Premises "**AS IS**" and "**WHERE IS**." Tenant agrees that, by leasing the Premises and taking possession of the Premises, Tenant has examined the Premises and has approved all matters concerning the Premises which Tenant deems material to Tenant's leasing and use of the Premises.

5. Ownership: Quiet Enjoyment. Landlord covenants that (i) Landlord is the owner of fee simple title to the Premises, subject to all conditions, covenants, restrictions, easements and other matters of record, any matters that would appear on a current and accurate survey of the Premises, the access/utility easements and all Laws; and (ii) Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly enjoy the Premises for the Term subject to the terms of this Lease, without disturbance from anyone claiming through Landlord.

6. Intentionally Deleted.

7. Use. The Premises shall be used by Tenant for its exclusive use and operation as a volunteer fire department. The Premises shall house firefighters providing fire suppression and first responder emergency medical services. The Premises also may be used for those services incidental to the operation of a fire station, including, but not limited to: all activities reasonably required of Tenant pursuant to the terms of the FSA, firefighter training, fire vehicle and apparatus maintenance, equipment storage and maintenance and occasional fundraising. ("**Permitted Use**"). Any other use of the Premises shall require the prior written consent of Landlord, which may be withheld in the sole and absolute discretion of Landlord.

Tenant and Landlord agree that the Training Room on the Premises may serve as an occasional meeting place for the public and for Landlord. Such room shall be available to Landlord without charge and Landlord's use of the Training Room shall be unlimited, provided that such uses do not conflict with the Tenant's planned uses. Notwithstanding the above, the Landlord shall have a right to no less than four (4) events/uses during any calendar year regardless of conflict with Tenant's planned use. In these situations, Landlord shall endeavor to provide Tenant with a minimum of thirty (30) days written notice of its intent to reserve the Training Room, including the intended use. The Landlord's use shall be restricted to the following hours: 9:00 a.m. to 12:00 a.m. Tenant may deny the Landlord's use only where Landlord fails to provide Tenant with the notice required under this section. Landlord shall be responsible for incidental charges arising from Landlord's use. Notwithstanding any provision herein to the contrary, in no event shall Landlord be entitled to any use of the Training Room which, in Tenant's

reasonable opinion, may interfere with the firefighting and emergency services operations of the Tenant pursuant to the FSA.

Tenant also may make the Training Room available to the public for civic and community functions, provided that such use does not interfere with the firefighting and emergency services operations of the Tenant. Tenant may charge reasonable rental fees for such use. Where the Premises are rented pursuant to this section, Tenant shall require and obtain insurance coverage at the limits and coverages provided in Section 14 of this Lease. Tenant also shall require and obtain indemnification and hold harmless agreements indemnifying the Landlord and holding Landlord harmless from any and all liability arising from such use. Tenant shall maintain a current log of all rentals, fundraising activities and uses occurring on the Premises. The log shall be provided to the Town on a quarterly basis and shall contain a listing of all rental charges and fees collected during the quarter.

8. **Risk of Loss.** Tenant shall use the Premises at Tenant's own risk. Landlord shall not be liable to Tenant or to any of Tenant's employees, volunteers, agents, licensees or invitees or to any other person or entity for any loss, injury or damage to property or person occasioned by theft, force majeure or any other cause (other than gross negligence or willful misconduct arising directly from the acts or omissions of Landlord). All property placed on, in or about the Premises by, at the direction of, or with the consent of Tenant or any of Tenant's employees, agents, licensees or invitees shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable for any loss of or damage to that property resulting from any cause (other than gross negligence or willful misconduct arising directly from the acts or omissions of Landlord).

9. **Maintenance and Repair.** Tenant shall, at Tenant's expense, be responsible for all routine maintenance and/or repair of the Premises due to normal wear and tear, including, but not limited to, all unscheduled and single maintenance and/or repair items that require an expenditure of \$4,999.99 or less. Tenant may pay for these maintenance expenses from Tenant's building maintenance budget that is appropriated annually to Tenant. Except as expressly provided to the contrary as being Tenant's obligation in this Lease, Landlord shall be responsible for only the unscheduled and single maintenance and/or repair item of a structural, mechanical, electrical or plumbing nature that requires an expenditure of \$5,000.00 or more ("**Expenditures**"). Consistent with Landlord's policy, Tenant will be required to submit three (3) estimates from licensed contractors to the Town of Weddington Council for approval of the aforementioned maintenance and repair Expenditures. Except as provided herein, Tenant shall be responsible for all maintenance and repair to the Premises.

10. **Alterations and Improvements by Tenant.** Without Landlord's prior written consent, Tenant shall not make any interior or exterior alterations, additions or improvements to any portion of the Premises that would materially change the exterior appearance of the Building (any change in the color of more than twenty percent (20%) of the exterior of the Building or any change in materials on more than twenty percent (20%) of the exterior of the Building shall be deemed a material change) or that would cost in excess of \$5,000.00 per occurrence (a series of related changes shall be deemed a single occurrence); except that if Tenant demonstrates a substantial need for additional truck bays to serve the applicable service area, then Landlord shall not unreasonably withhold Landlord's consent to the additional truck bays. Subject to the terms of this Section 10, Tenant shall have the right to make, without Landlord's prior written consent, interior alterations to the Premises. Upon any request by Tenant to make any exterior alterations, additions or improvements, Landlord reserves the right to require Tenant to submit to Landlord plans and specifications for Landlord's review and approval and to otherwise condition such consent on such terms and conditions as Landlord shall determine in Landlord's sole discretion. If Tenant performs any alterations, additions or improvements as permitted by this Section 10, then Tenant shall, at Tenant's sole cost and expense: (i) promptly and with due diligence perform such alterations, additions and improvements in a good and workmanlike manner and with

contractors approved in advance and in writing by Landlord; (ii) obtain all necessary permits, approvals and certificates necessary for the commencement and completion of such alterations, additions and improvements; (iii) perform such alterations, additions and improvements in compliance with all Laws; and (iv) furnish Landlord with full and final waivers of liens and contractors' affidavits and statements, in such form as may be required by Landlord, from all parties performing labor or supplying materials or services in connection with the alterations, additions and improvements showing that all of those parties have been compensated in full and waiving all liens in connection with the alterations, additions and improvements. Tenant shall not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed for the Premises by, or at the direction or sufferance of Tenant and if any such liens are filed against the Premises, Tenant shall promptly discharge the same within ten (10) days of filing. Tenant agrees to hold Landlord harmless against all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work.

11. **Ownership of Improvements.** During the Term, the Improvements, fixtures and personalty on the Premises from time to time shall belong to Tenant. At the expiration or sooner termination of the Term, the Improvements, fixtures, and furnishings listed on **Exhibit B** attached hereto, are the sole property of Landlord, except that all personal property and any fixtures that are specific to firefighting activities of Tenant shall belong to Tenant. If Tenant shall remove any fixture, any resulting damage to the Premises shall be repaired as necessary. Notwithstanding the foregoing, if Tenant exercises the Purchase Option (as defined in Section 41 below), the Improvements, fixtures and furnishings listed on **Exhibit B** shall become the property of Tenant upon the closing and sale of the Option Property.

12. **Impositions.** Tenant shall pay each Imposition prior to the applicable due date for such Imposition. Within ten (10) business days after written request from Landlord, Tenant shall provide written evidence to Landlord confirming payment of all Impositions. "Imposition" means all ad valorem taxes, general or special assessments, sewer charges or other governmental or quasi-governmental taxes, assessments or charges, insurance premiums for any liability insurance maintained by Landlord with respect to the Premises and all utility charges, connection fees, tap fees and impact fees which, at any time during the Term, are imposed on the Premises. Impositions shall be prorated on a calendar year basis for any partial calendar year coinciding with the first or last years of the Term. If Landlord receives invoices or statements for any Imposition, then Landlord shall forward those invoices or statements to Tenant for payment. Tenant may not contest the payment of any Imposition against the party imposing the Imposition without the prior written approval of Landlord.

13. **Compliance with Governmental Requirements.** Tenant, throughout the Term and at its expense, shall comply with all Laws.

14. **Insurance.** At all times during the Term, Tenant shall, at Tenant's expense, keep in force the following policies of insurance:

(a) Commercial general liability insurance covering death, bodily injury and property damage, with a contractual liability endorsement and with coverage limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any of Tenant's obligations under this Lease.

(b) Workers' compensation insurance in the amount required by the State of North Carolina.

(c) Special extended coverage property insurance (ISO Causes of Loss-Special Form) covering the Premises and all Improvements located on the Premises (including the Building), in an amount not less than one hundred percent (100%) of the full replacement cost thereof.

(d) Umbrella liability coverage in an amount equal to at least Four Million and no/100 Dollars (\$4,000,000.00) in excess of the liability coverage set forth in (a) above.

All insurance policies provided for in this Section 14 shall: (i) provide that such insurance shall be primary with respect to any policies carried by Tenant and that any coverage by Landlord shall be excess insurance; (ii) be issued by financially sound insurance companies authorized and licensed to do business in the State where the Premises is located and approved by Landlord; (iii) contain annual deductibles not to exceed \$10,000.00; (iv) contain a waiver of subrogation endorsement acceptable to Landlord; (v) provide that such insurance shall not be canceled; and (vi) be otherwise in a form acceptable to Landlord in Landlord's reasonable discretion. Tenant's general liability insurance and umbrella liability insurance shall name Landlord and Landlord's designees as "additional insureds." Landlord may, no more often than once every five (5) years during the Term, increase the limits of such general liability insurance and umbrella liability insurance required to be maintained under this Lease provided that such increases in coverage are available at commercially reasonable rates and the increased coverage amounts are similar to the coverage amounts maintained by other operators of facilities similar to the facilities to be operated on the Premises by Tenant. No later than the Effective Date, Tenant shall provide to Landlord proof of coverage and certificates of all insurance required of Tenant under this Lease. Tenant shall provide to Landlord, at least thirty (30) days prior to the expiration of any policy, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. All certificates of insurance delivered to Landlord shall contain an agreement by the company issuing said policy to give Landlord and Landlord's designees thirty (30) days' prior written notice of any cancellation, reduction or other adverse change with respect to the insurance. If Tenant fails to procure, or fails to maintain in full force and effect continuously during the Term, any of the insurance required under this Lease, then Landlord shall have the immediate right to obtain the insurance and Tenant shall reimburse Landlord upon demand for all costs and expenses of obtaining the insurance.

15. **Mutual Release.** Landlord and Tenant each waive on behalf of any insurer providing insurance to such party, any right of subrogation which the insurer might otherwise acquire against the other party or its representatives by virtue of losses to Landlord or Tenant. Notwithstanding anything in this Lease to the contrary, each party also waives any claim which arises in its favor against the other party during the Term for any loss of or damage to the waiving party's property, located on, or constituting a part of, the Premises, which loss or damage is caused by a peril covered and paid for by insurance of the party incurring the loss or, if greater, to the extent of the recovery under any insurance policy covering the party incurring the loss. Inasmuch as the mutual waivers in this paragraph will preclude the assignment of any claim by way of subrogation (or otherwise) to an insurance company (or any other party), each party immediately shall give to each insurance company which has issued to that party policies of property insurance, written notice of the terms of the mutual waivers of claims and of subrogation and have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of those waivers.

16. **Indemnification.** Tenant and Landlord shall each indemnify, defend (with counsel acceptable to Landlord) and hold the other and their respective members, managers, officers, agents, employees and representatives harmless from and against any and all claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Liabilities") arising out of or in connection with (a) any failure by the respective party to fully and promptly perform any of such party's obligations under this Lease, or (b) any injury to persons (including death) or damage to property occurring on the Premises if caused or occasioned wholly or in



part by any act or omission of such party or such party's agents, contractors, employees, invitees, licensees or representatives. Tenant shall give Landlord immediate notice of any occurrence on the Premises causing injury to any person (including death) that requires medical attention beyond common first aid or loss of time from employment or damage to property in excess of \$1,000.00. The terms of this Section 16 shall survive the expiration or earlier termination of this Lease.

17. **Landlord and Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord as follows:

Tenant has the lawful right, power and authority to lease the Premises in accordance with this Lease; all corporate action has been taken by Tenant to authorize the execution and delivery of this Lease and performance of its obligations under this Lease.

Landlord represents and warrants to Tenant as follows:

Landlord has the lawful right, power and authority to lease the Premises in accordance with this Lease; all municipal action has been taken by Landlord to authorize the execution and delivery of this Lease and performance of its obligations under this Lease.

18. **Assignment and Subletting.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet any or all of the Premises without Landlord's prior written consent, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, in any such case, such consent may be withheld in the sole and absolute subjective discretion of Landlord.

19. **Hazardous Materials.** Throughout the Term, Tenant and Tenant's agents, contractors, employees, invitees, licensees and representatives shall not cause, permit or allow any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous) deemed to be toxic or hazardous or the manufacture, handling, use, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority, or under any federal, state or local law, statute, ordinance, rule, regulation, order or common law related to the protection of the environment, health or safety (collectively, "**Environmental Laws**"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, polychlorinated biphenyls, radon, hazardous substances, toxic substances, hazardous waste, asbestos or asbestos-containing materials (collectively, "**Hazardous Materials**"), to be handled, placed, stored, dumped, released, manufactured, used, transported or located on, in, under or about the Premises; provided, however, Tenant shall be permitted to use, store and otherwise handle on the Premises any Hazardous Materials as are ordinarily and typically used, stored and handled as part of the Permitted Use (including without limitation aboveground storage tanks for the storage of fuel, provided that appropriate monitoring and secondary containment measures are established and maintained), so long as such Hazardous Materials are used, stored and handled in accordance with all Environmental Laws and in compliance with all required permits. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all Hazardous Materials from the Premises.

Tenant shall give Landlord immediate written notice of any spill, discharge, threatened discharge or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such spill, discharge, threatened discharge or discovery was caused directly or indirectly, in whole or in part, by the acts of omissions of Tenant or any of Tenant's agents, contractors, employees, invitees, licensees or representatives, then such notice shall include a description of measures proposed to be taken by Tenant to contain and/or remediate the release of such Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, air, soil,

surface water or groundwater). Upon Landlord's approval and at Tenant's own cost and expense, Tenant shall promptly take all steps necessary to clean up and remediate any release of such Hazardous Materials, notify all required governmental authorities, comply with all Environmental Laws and otherwise report and/or coordinate with Landlord and all appropriate governmental agencies.

Tenant shall indemnify, release, defend (with counsel acceptable to Landlord) and hold Landlord and Landlord's members, managers, officers, agents, employees and representatives harmless from and against all Liabilities incurred by Landlord or Landlord's members, managers, officers, agents, employees and representatives, as a result of the presence, disturbance, discharge, release, removal or cleanup of any Hazardous Materials on, in, upon or about the Premises or other property if caused directly or indirectly, in whole or in part, by the acts or omissions of Tenant or Tenant's agents, contractors, employees, invitees, licensees or representatives. The terms of this Section 18 shall survive the expiration or earlier termination of this Lease.

20. **Damage.** If, at any time during the Term, the Premises are damaged by fire, the elements or other casualty, then Tenant shall immediately notify Landlord. Within thirty (30) days after the occurrence of the damage, Tenant may by written notice to Landlord, terminate this Lease. If Tenant terminates this Lease, then (i) this Lease shall terminate on the thirtieth (30<sup>th</sup>) day after Landlord's receipt of such notice and (ii) Tenant shall promptly pay to Landlord all insurance proceeds paid (or payable) with respect to the Premises (which obligation shall survive the termination of this Lease) less that portion of the proceeds, if any, insuring Tenant's personal property and fixtures.

21. **Events of Default and Remedies.** If (a) Tenant fails to pay any installment of Rent within ten (10) business days after receipt of written notice of that failure from Landlord, (b) Tenant merges or otherwise conveys, transfers, assigns or relinquishes more than fifty-one percent (51%) ownership or interest of Tenant to a third party, (c) a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt or makes an assignment for the benefit of creditors, or an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment, (d) Tenant violates any term, condition or covenant on the part of Tenant therein contained in the FSA, (e) Tenant, before the expiration of said term, and without the written consent of the Landlord, vacates the Premises or abandons possession thereof, or ceases to use the Premises for the purposes herein expressed, or (f) Tenant fails to comply with any provision of this Lease (other than the payment of Rent), including, but not limited to, failure to maintain the premises in good order, and does not cure that failure within thirty (30) days after written notice from Landlord (but if the nature of the failure is that it cannot, in the exercise of reasonable diligence, be cured within that thirty (30) day period, then Tenant shall not be in default if it commences performance within that thirty (30) day period and diligently proceeds to cure the default within a reasonable time), then Tenant shall be in default under this Lease and Landlord may, in addition to all other remedies at law or in equity: (i) terminate this Lease and Tenant's right to possession; (ii) with or without terminating the Lease, terminate Tenant's right to possession, and re-enter and relet the Premises; or (iii) without terminating the Lease or Tenant's possession, keep this Lease in effect and collect Rent as it becomes due and payable under this Lease for the remainder of the Term. Furthermore, Tenant hereby acknowledges that a termination of the FSA shall likewise terminate this Lease. Notwithstanding any provision of this Section 21 to the contrary, the parties hereto acknowledge the special nature of their relationship and the unique responsibilities of the parties to provide continuous service to the citizens of the Town of Weddington. To that end, before exercising the remedies otherwise available hereunder, the parties agree to negotiate in good faith toward the resolution of any dispute under the terms of this Lease; failing that, the parties agree to enter into immediate mediation to resolve such dispute.

22. **Condemnation.**

(a) If all or any part of the Premises are Taken such that the Premises cannot be used for the Permitted Use, then this Lease shall automatically terminate thirty (30) days after the Taking Date. Tenant waives all rights in any Award arising from a Taking. Tenant shall promptly execute any instruments necessary for Landlord to receive an Award.

(b) As used in this Lease:

(i) "Award" means the award of proceeds of any condemnation.

(ii) "Taking" or "Taken" means the taking of all or any portion of the Premises resulting from exercise of eminent domain or condemnation or purchase under threat of or in lieu of eminent domain or condemnation.

(iii) "Taking Date" means the first date on which the condemning authority has the right to possession of the Premises which have been Taken.

23. **Liens.** Tenant shall indemnify and defend Landlord from all actions, liabilities and expenses (including reasonable attorneys' fees and court costs) resulting from liens for labor or material furnished to the Premises for Tenant.

24. **Utilities.** During the Term, Tenant shall arrange and pay for all utility services furnished to the Premises. Landlord shall not be responsible for the interruption of any utility services, nor shall any interruption relieve Tenant of its obligations under this Lease.

25. **Landlord's Right of Entry.** Landlord and Landlord's authorized agents shall have the right, without any liability to Tenant, to enter the Premises at all reasonable times (and at any time in the event of an emergency). Provided, however, that in no event shall Landlord make any entry into the Premises which may interfere with the firefighting and emergency services operations of the Tenant pursuant to the FSA.

26. **Notices.** Any notices or other communications to the parties contemplated by this Lease shall be in writing and effective upon receipt. If a notice is delivered by (i) pre-paid personal delivery, (ii) pre-paid messenger, pre-paid express or air courier or similar courier, or (iii) United States first class certified or registered mail, postage pre-paid, return receipt requested, addressed as provided below, then the notice shall be deemed received on the delivery date indicated by the United States Postal Service or courier service on the return receipt or on the date such delivery is refused or marked "undeliverable," or if the party is served personally, on the date of personal delivery. If a notice is delivered by fax, then the notice shall be deemed received on the date the fax sent, on condition that the sender receives and retains the "fax received" confirmation from the sender's facsimile machine and a copy of the notice is also sent the same day by any of the methods in clauses (i), (ii) or (iii) of the preceding sentence. Any party may from time to time designate a different address by giving notice in the manner provided above, and the new address shall be effective from and after the day that notice is received.

Tenant:

Wesley Chapel Volunteer Fire Department  
5025 Hemby Road  
Weddington, NC 28104  
Attention: Chuck Rohland, Board President  
Facsimile: 704-243-3212

With a copy to: Honeycutt Law Firm  
c/o John B. Honeycutt, Esq.  
2101 Rexford Road  
Suite 160  
Charlotte, NC 28211  
Facsimile: 877-554-6209

Landlord: Town of Weddington  
1924 Weddington Road  
Weddington, NC 28104  
Attn: Peggy Piontek, Town Administrator  
Facsimile: (704) 844-6372

With a copy to: Parker Poe Adams & Bernstein LLP  
c/o Anthony A. Fox, Esq.  
401 South Tryon Street, Suite 3000  
Charlotte, North Carolina 28202  
Facsimile: 704-935-9565

27. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, then Tenant's occupancy of the Premises shall be deemed to be at sufferance.

28. **Short Form Lease.** The parties shall execute and record a memorandum of this Lease in the Union County Register of Deeds. The memorandum shall include a description of the Premises, the Term and other provisions that either party may request (except rental payment terms) or as required by law, and shall incorporate by reference the other provisions of this Lease.

29. **Successors and Assigns.** This Lease shall bind and benefit the parties' successors and assigns.

30. **Relationship of Parties.** The parties intend to create the relationship of Landlord and Tenant, and no other relationship except as set forth in the FSA. Unless expressly provided otherwise in this Lease, nothing shall be construed to make one party liable for any of the debts, liabilities or obligations of the other party.

31. **Governing Law.** This Lease shall be governed by North Carolina law.

32. **Partial Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable, then the validity and enforceability of the remaining provisions shall not be affected.

33. **Waiver.** Failure by either party to complain of any action or non-action by the other party shall not be deemed a waiver by either party of any of its rights under this Lease. No waiver of any provisions of this Lease by either party shall be construed as a waiver of any other provisions of this Lease. A waiver of any provision of this Lease shall not be construed as a waiver at any subsequent time of the same provision.

34. **Lease Construction.** There shall be no presumption applied in the construction of this Lease against the party that initially drafted the Lease.

35. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all counterparts shall constitute the same instrument.

36. **Entire Agreement.** This Lease and the FSA contain the entire agreement between Landlord and Tenant relating to the Premises, and there are no other agreements, oral or written, express or implied, between Landlord and Tenant with respect to the subject matter of this Lease.

37. **Transfers by Landlord.** Landlord may sell or transfer its interest in the Premises and this Lease at any time. Upon any such transfer, Landlord shall provide Tenant with a subordination, attornment and non-disturbance agreement from Landlord's successor in form reasonably acceptable to Tenant's counsel, and Landlord be released from any obligations under this Lease accruing after the date of such sale or transfer and Tenant shall attorn to the transferee as Landlord.

38. **Surrender of Premises.** At the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in good condition, except for reasonable wear and tear and, subject to the terms of this Lease, condemnation and damage by fire, force majeure or other casualty.

39. **Force Majeure.** If either party is delayed in performance of an obligation due to an act of God, labor dispute or other event beyond its reasonable control, and the delayed party gives the other party written notice of the event causing the delay within ten (10) days after the event occurs, then the time for performance shall be extended for the reasonable period of the delay.

40. **Amendment.** This Lease may not be amended except by written instrument executed by Landlord and Tenant.

41. **Option to Purchase.** Landlord grants to Tenant the option to purchase ("Purchase Option") the Premises ("Option Property"), on the following terms and conditions:

(a) At any time during the Term, and provided (i) a commitment letter is obtained, in form and substance acceptable to Landlord, which consent shall not be unreasonably withheld, for the financing of the Purchase Option; and (ii) Tenant is not in default under this Lease, Tenant may exercise the Option by delivering written notice of exercise to Landlord ("Option Notice") (the date on which Landlord receives that notice is the "Option Exercise Date"). If Tenant fails to deliver written notice to Landlord of the exercise of the Option within the Option Exercise Period, then Tenant shall be deemed to have forfeited Tenant's right to exercise the Option. As used herein the term "Option Exercise Period" shall mean the period beginning on the Commencement Date and ending on the date that is 90 days prior to the Expiration Date. If the Option is exercised, Tenant shall be required to purchase the entire Option Property.

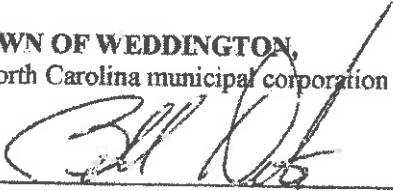
(b) The purchase price shall be Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00). The parties agree that only normal and customary closing costs shall be applicable at closing except that in no event shall any commissions be paid from the purchase price. The parties shall execute an Agreement for Purchase and Sale of Real Property upon terms and conditions to be negotiated between Landlord and Tenant within ten (10) days following the Option Exercise Date ("Purchase Contract"). The terms of the Purchase Contract shall govern the sale of the Premises by Landlord to Tenant.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by its duly authorized official(s) as of the Effective Date.

**LANDLORD:**

**TOWN OF WEDDINGTON,**  
a North Carolina municipal corporation

By:  (SEAL)  
Name: Bill Deter  
Title: Mayor

Attest:

  
Town Clerk

**TENANT:**

**WESLEY CHAPEL VOLUNTEER FIRE  
DEPARTMENT,**  
a duly organized rural fire department

By:  (SEAL)  
Name: Chuck Rholland  
Title: Board President

Attest:

  
Secretary of VFD

## EXHIBIT A

### PROPERTY

BEGINNING at a point 3.78 feet south of the center line of Hemby Road (North Carolina State Road No. 1346), said point being located S 49°18'42" E 421.14 feet west of a nail located at the intersection of the center line of Hemby Road with the center line of Weddington-Matthews Road; running thence with the westerly border of the lands of Ollie H. Manus, Trustee (see Deed Book 4163, at Page 522 of the Union County Public Registry) S 51°41'16" W, crossing an iron found at 31.02 feet, a total distance of 330.51 feet to an iron found in the northerly border of the lands of Leila L. Morris (see Deed Book 202, at Page 523 of the Union County Public Registry); thence with the northerly boundary of the aforesaid Morris land N 52°29'38" W 121.73 feet to an iron found; thence with the easterly border of another tract owned by Leila Morris (see Deed Book 1403, at Page 533 of the Union County Public Registry) N 34°30'07" E, crossing an iron at 290.43 feet, a total distance of 320.43 feet to a point 2.42 feet south of the center line of Hemby Road; thence two calls as follows: (1) S 55°31'45" E 58.91 feet to a point in the center line of Hemby Road and (2) S 51°32'26" E 160.68 feet to the point and place of BEGINNING, containing 1.259 acres, more or less, per plat and survey by Carroll L. Rushing, NCPLS dated July 10, 2013, and being a portion of the property conveyed to Gerald Lee Morris by deed recorded in Book 198, at Page 316 of the Union County Public Registry.

## EXHIBIT B

### LIST OF FURNISHINGS

Dream Seat (Day Room Furniture)  
Baxley Woodworks (custom lockers)  
Motorola (Radios) -- purchased from out of state  
Queen City TV & Audio (TVs)  
Audio Video  
Staples (Training Room Chairs) -- billed from out of state  
Audio Video (wiring for amplifiers/speakers/radio/tvs)  
Carow - Best Buy (Training Room Computer)  
Parks (Refrigerator)  
Parks (TV Mounts)  
All A Board Inc. (Bunk Bed)  
Parks (Material for Traing Room Tables)  
Parks (Kitchen Prep Table)  
Parks (Material for Traing Room Tables)  
Audio Video  
Audio Video

XZ418301RHTBLK	XCalibur XZipit home theater recliner (5 black)
ZA7759001SOLPK	XCalibur sofa (black )
Custom	Prefinished woodcore maple plywood linen lockers (45 total lockers with doors on each)
M227RS9PW1	APX4500 7/800 mobile radio serial #471CQF1213 with: 3600 or 9600 trunking baud (model #QA02756) control station power supply (model #G91) base station APEXWWM (model #W665) multikey (model #969) 3 yr SFS lite (model #G398AU) control station desk gcai mic (model #382) dash mount 02 WWM (model #G66) APX 02 control head (model #GA00804) programming over P25 - OTAP (model #G996) radio packet data (model #W947)
LC70C7500	70" Smart 240" LED TV
LC60LE650U	60" 120hz 1080p LED
UN40F5000	2 40" DLED
GB2FHDXWB	Whirlpool 22' bottom mount refrigerator
SPECO 70 VOLT	Station ALERT system (10 in-ceiling speakers, 3 outdoor



**EXHIBIT B**  
**(Continued)**

LUTRON LIGHTING	rated horn speakers, 2 pendant speakers & 10 tile bridges for mounting of the in-ceiling speakers lighting control (automated lighting including 4 radio RA 2 switches, 2 accessory switches and the radio RA 2 main repeater
LUTRON VISOR	
RCVR	Station ALERT system radio RA2 visor control receiver
MISC	Contact closure relays & relay mounting bases
QSC CMX300V	QSC 300 watt amplifier
OTHER	Single Cat5e balun, 5x1 hdmi switch for controlling input to TV, lutron radio RA2 switch, 3 - 8" 10 watt speakers and mini amplifier
LUTRON 8 AMP	8 amp neutral switch, white
LUTRON 8 AMP	8 amp neutral switch, white
257178	50 Flash furniture Hercules
3275029	Lenovo Ideacentre C560 Touch
7016127	Microsoft Office Home & Student 2013
2904153	Brother HL-2280DW monochrome
9664127	Logitech R400 wireless
4854433	Apple TV
WM-SM-SS-EE	2 TV wallmount bracket (23"-42" single arm articulating)
IMP760P	Peerless-AV TV in-wall mount bracket
WM-LG-TSED	TV wallmount bracket (37"-63" dual arm articulating)
PSWTS6R	4 RCA 6-outlet surge protector w/ swivel outlets
602-XL	Open end bunk bed – xl
MISC	Misc materials to make training table tops Stainless steel kitchen prep table
MEWF1003458	3 5x8 3/4 desert glow WF100 2s pb flakeboard (material for training room tables)



**CompuNetWorld**

Delivering a Complete Suite of IT Solutions

## INFORMATION TECHNOLOGY SERVICE PROPOSAL

### OVERVIEW

THIS PROPOSAL is prepared on July 2, 2015, by COMPUNETWORLD, INC., a North Carolina corporation (the "Company") for THE TOWN OF WEDDINGTON (the "Client") and

The Company is in the business of providing Information Technologies solutions and the Client has determined that it has a need to obtain/utilize the services of Information Technology provider.

This Proposal shall be effective for 90 days and it may be reviewed and amended if required during 90 days period.

The Company will treat all financial, statistical, personnel and other data related to the business of the Client with care and discretion in order to maintain its confidentiality. Under no circumstances shall the Company disclose any financial, statistical and/or personnel data related to the Client without the express permission of the Client.

The Company will perform this Proposal at its location and that of the Client as appropriate.

The Company will execute 30 days evaluation period of the current infrastructure, needs and scope to identify and conclude a program, but not limited to, hardware, software, systems and instruments needed to meet the Clients requirements for normal business operations. At the end of 30 days evaluation period the Company will determine a required solution, data to be transferred and transition process from a current vendor.

The Company will plan and design an infrastructure required for the Clients normal business operations, the Company will implement all required servers and network equipment. All equipment and infrastructure will be tested prior to an execution of a production state. All software will be implemented and tested. All current data will be transferred and tested from a current vendor.

The Company will conduct a review of the system (all hardware and software) and provide a recommendation for necessary upgrades if required.

The Company agrees to respond to any request within 1 hour of being contacted during evaluation period and thereafter.

## SERVICE DESCRIPTION AND FEES

CNW Unlimited Services allows you to run your business while we provide worry free IT services for you. No need to monitor time; simple, flat and unlimited. Utilize our Data Center, utilize our server equipment combined with Flat Fee Support; use your capital dollars on other projects. We provide server and network equipment, we maintain and support. CNW Unlimited Services are completely unrestricted on how much time we spend or how many resources we provide to maintain and grow IT Infrastructure. Preliminary review provides combination of up to 6 physical and virtual servers between the Companies's Data Center and the Client's physical location. The Company will also provide all security software for all workstations and unlimited storage space for all backups, archives and any future growth.

Below you will find items that are included but not limited to in our CNW Unlimited Services.

Equipment/Included Data	Network Management	Server Management	Server Applications	Workstations/Mobile Device Management
Virtual Host(s)	No Location Limits	Unlimited Phone Support	Backup Monitoring And Administration	Unlimited Phone Support
Virtualization Software	Network Management	Unlimited Remote Control Support	Major Database/Critical Application	Unlimited Remote Control Support
Active Directory Server	ISP Management	Unlimited On-site Support	Microsoft Exchange Maintenance & Administration	Microsoft Application Support
Exchange Mail Server	Router Management	Microsoft Patch Management	Offsite Server Backup	Emergency After Hours Support
File Storage Server	Gateway Appliance Management	Event Log Monitoring	Exchange Hosting	Unlimited Mobile Device Support
SQL Server	Firewall Management	Log File Maintenance	Mobile Device Hosting	On-site Support
Application Server(s) (GIS, Laserfiche, Finance etc.)	VPN Management	Hardware Resource Monitoring	Domain And Sub Domain Hosting And SSL Certificate	Automated Desktop Optimization & Management
Backup Server(s)		Maintain Offsite System For Disaster Recovery	Email Security	Spyware & Adware Management
Replication Server(s)		User Account Administration	Email Logging And Archive	VPN Client/Remote Desktop Management
Unlimited Storage		File Sharing Permission Administration	Unlimited Public Information requests	Anti-virus Software Management
Security Software for Workstations, Servers and Gateway Appliance		Security Administration		Software Patch Management
Gateway Appliance		Virus Definition & Prevention		Anti-virus License
Network Switch				Email Security

The following items are not provided as part of this Proposal, unless items are listed in the table above and provided by the Company.

- a. Purchase of any workstations, laptops, printers, scanners, copiers, mobile devices or any other devices required or requested by the Client (lease option is available).
- b. Hardware purchases to replace failed components upgrade or enhance performance or increase functionality of the Client's equipment that is not provided by the Company. The Client shall approve all hardware purchases prior to purchase.
- c. The purchase of any application software upgrades or any new application software that is not provided by the Company. The Client shall approve all software purchases prior to purchase.
- d. Network cabling or any other type of cable installations that requires a subcontractor.

NOTE: The Company will assist in providing a subcontractor, however, in case when the Client selects a subcontractor, the Company shall have an option to review and approve quality of network cabling or any other type of cable installations that require a subcontractor not selected by the Company.

The Company agrees to provide all necessary Information Technology related services and solutions including (up to 6 in-house and in-data center hosted servers and related server software, 1 Gateway Security Appliance, 1 Network Switch, security software for workstations and servers, support for up to 10 users and unlimited mobile devices) to the Client for the flat rate of \$1,499.00/month. This is no additional charge for travel time and it includes unlimited hours.

#### ACCEPTANCE

The parties warrant that the individuals whose signatures appear below have been duly authorized to sign this Proposal and to bind each party thereto.

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

CompuNetWorld, Inc.

P.O. Box 832

Indian Trail, NC 28079

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Weddington

1924 Weddington Rd

Weddington, NC 28104

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CompuNetWorld

Delivering a Complete Suite of IT Solutions

## Proposal

Address	Bill To	Proposal Date	Proposal #
CompuNetWorld, Inc. P.O. Box 832 Indian Trail, NC 28079	Town of Weddington 1924 Weddington Rd Weddington, NC 28104 USA	7/9/2015/	1273

Item	Description	Qty	Rate	Total
-- MONTHLY LEASE --				
HARD/SOFT	HARDWARE: WORKSTATION (Windows 7 Pro); MONITOR (22" Flat Panel) -OR- ALL-IN-ONE WORKSTATION; UPS BATTERY SOFTWARE: Microsoft Office 2013, Adobe Acrobat Standard  NOTE: CNW responsible for any software/hardware upgrades or replacement.	6	55.89	335.34
	Sales Tax		0.00%	0.00

Thank you for your business.

**Total**

**\$335.34**

SIGNATURE \_\_\_\_\_

Phone	Fax	Email	Web Site
(704) 544-5528	(866) 335-1002	accounting@compuNetWorld.net	www.compuNetWorld.net

July 8, 2015

**TOWN OF WEDDINGTON**

1924 Weddington Road  
Weddington, N.C.


Attention: Peggy S. Piontek  
Town Administrator

**Project: Electrical Upgrades**

1. Check power to front lamp post
2. Add GFI outlets on left and right of front door
3. Check lights tripping in outside storage area
4. Change panel in storage room to 50AMP by adding larger feeder if existing is in conduit all the way.
5. Run (3) 120V circuits from panel in storage room thru attic crawl space to exterior wall at carport.
  - A. Set switch for pole light
  - B. Trench (60-70ft +/-) to end of concrete drive
  - C. Run conduit with 3 circuits -- (1) for lights and (2) for 120V GFI outlets.
  - D. Furnish 16 feet acorn pole and pole base
  - E. Furnish permit for above mentioned project.

**TOTAL: \$6825.00**

**HARGETT ELECTRIC COMPANY, INC.**



Ron Reed  
Vice President

**LAND USE PLAN AMENDMENT (Reference to Overlay District – Page 17)**

**Land Use Policies:**

- Policy 1: Preserve open space and scenic views through appropriate zoning regulations. Require open space preservation in both conventional and conservation subdivisions and commercial developments.
- Policy 2: Preserve the Town's natural resources. Depending upon the fragility of the resource, restrictions should limit or prohibit construction, grading, and even vegetative clearing.
- Policy 3: Limit development to areas of the Town that have suitable soil and topographic characteristics for development.
- Policy 4: Limit development in designated 100-year floodplains, wetlands and along natural waterways to reduce the risk of significant damage and injury to life and property.
- Policy 5: Ensure that development is consistent with the Town's quality and aesthetic values, thereby protecting property values.
- Policy 6: Retain the character of the community by ensuring that new residential development consists of single-family homes.
- Policy 7: Continue to allow manufactured housing in Weddington on individual lots within Residential (R) zoning districts in accordance with NCGS 160A-383.1.
- Policy 8: Prohibit medium and high-density residential development and large-scale commercial development that could create potential traffic and safety problems for the Town.
- Policy 9: Ensure that the scale and design of commercial development is consistent with the unique small-town character of Weddington. Limit such development to small-scale retail and service businesses, serving Town residents and surrounding communities, particularly specialty shops and restaurants and prohibit regional scale retail and service commercial establishments. Provide for open space preservation in new and/or expanded commercial developments.
- Policy 10: Minimize the number of street curb cuts to avoid traffic congestion and ensure public safety.
- Policy 11: Ensure that land uses abutting residential development are compatible with the scale, intensity and overall character of existing and planned neighborhoods.
- Policy 12: Consider land use descriptions shown in **Exhibit 1** and the Future Land Use Map shown in **Exhibit 2** in making zoning and development decisions.

### Exhibit 1: Future Land Use Categories

Land Use	Description
Traditional Residential	This category applies to areas where most of the lots and parcels are less than six acres in area. Most of this area is platted and is, or will be zoned for 40,000 square foot lots at a density of approximately one dwelling unit per acre, in accordance with the Town's current Residential (R-40, R-40D, R-60, R-80, RE and RCD conventional) zoning districts.
Conservation Residential	This category applies to the areas within the Town that are currently zoned RCD or are six acres or greater in area. Some of this area has not been developed while some of the area is currently a conventional or conservation subdivision. Conventional subdivisions shall have minimum lot sizes of 40,000 square feet, plus be subject to a 10% open space requirement. Conservation subdivisions shall be subject to a conditional zoning permit and allow for smaller lot sizes, yet retain a density of approximately one dwelling unit per 40,000 square feet.
Neighborhood Business	Existing commercially zoned (MX, B-1(CD) or B-2(CD)) parcels that lie in the vicinity of the "Town Center" or near the intersection of New Town Road and NC 16. This area is intended for neighborhood scale businesses that serve the needs of Weddington's residents and surrounding communities. <u>All new commercial development in the Town Center is subject to additional requirements found in the Downtown Overlay District.</u>

Policy 13: Through the conditional zoning process, provide for alternative smaller lot sizes to accommodate a variety of age and income groups, which promotes community, residential, and population diversity.

Policy 14: Allow alternative smaller lots to promote residential and population diversity in the community.



## LAND USE PLAN AMENDMENT (Reference to Overlay District – Page 50)

**Commercial Development.** As indicated previously, the Town has very limited commercial activity. The only commercial area in Weddington is located at the intersection of NC 16 and NC 84. The existing commercial development is zoned for mixed uses, business, retail, and office uses. Uses are limited in nature and size; setback requirements are significant. Tenants in the shopping center include a grocery store, fitness center, three restaurants, a mail delivery center, a hair salon, nail salon, pet salon, drycleaners, and an animal hospital. Adjacent to the shopping center is a small professional office complex that contains a dentist office, orthodontic office, chiropractic office, two medical health office, an insurance company, a real estate agency, a law firm, clothing alteration and an interior design office. A convenience store and bank are located along NC 16. Adjacent to the shopping center is an indoor gymnasium facility. A 15,000 square foot office building was recently approved. Weddington's Town Hall lies adjacent to this shopping/office complex. All land that is currently zoned for commercial purposes in Weddington is found in the vicinity of the Town Center.

In May of 2015, the Town Council adopted a Downtown Overlay District to provide additional regulations for the above-mentioned 34 acres already designated future business on the Future Land Use Map. The Overlay District policies are based on the Goals, Policies, and Strategies already included in this Land Use Plan, and will help create an attractive, accessible, and unified Town Center.

Although commercial facilities are limited within Weddington itself, there are numerous commercial facilities within a short distance of Weddington. There are a number of existing shopping centers within five miles from Weddington, with more planned or under construction. A 2009 market study by Arnett Muldrow indicated that there were 7,174,000 square feet of existing or planned retail space within a 15 minute drive of Weddington.

The large amount of commercial development in southern Mecklenburg County and western Union County, close to Weddington, provides additional commercial development opportunities and supports existing Town demand. Future commercial development in the Town should therefore be limited due to existing traffic volumes on major thoroughfares and overall community sentiment as reflected in the 2010 land use survey. However, the survey also showed a preference for innovative commercial uses that blend in, rather than are differentiated from, adjacent areas. Such land uses, such as limited retail and office, if properly designed, can be both appealing and harmonious with adjacent land uses.

An existing shopping facility close to Weddington is the Arboretum, at Providence Road and NC 51. It contains over 500,000 square feet of retail floor area and contains a wide variety of stores;

including grocery, discount retail, clothing, restaurants, fast food, and movie theaters. It is one of the largest shopping centers in southern Mecklenburg County and serves many of the shopping needs of Weddington residents. The Promenade on Providence is located at the intersection of Providence Road and Ballantyne Commons Parkway. The Promenade offers over 450,000 square feet of commercial area. This includes a strip shopping center, retail uses, pharmacy, convenience store and a two "big box" home improvement stores, as well as an office complex. The Arboretum is located approximately five miles north of the Weddington "Town Center".

Two other shopping complexes, Stonecrest and Blakeney serve the Weddington area and are located along Rea Road. These two shopping centers plus Village Commons in Wesley Chapel, Rea Village Shopping Center at Providence Road and Ardrey Kell Road and Idlewild Village in Stallings serve the Weddington community.

In nearby Marvin, a fifteen-acre parcel was rezoned to accommodate a small shopping area along the west side of that portion of Rea Road Extension that lies in Marvin. A similar sized tract along the east side of Rea Road Extension that lies in unincorporated Union County is also zoned for commercial purposes.

Other existing shopping areas that are relatively close to Weddington include Plantation Market, on Weddington-Matthews Road in Matthews; Potter Square, which lies off Old Monroe Road in Stallings; and at the intersection of McKee Road and Potter Square in Stallings. There also are two other strip shopping centers that lie along US 74 in Indian Trail that provide many of the same shopping opportunities as are found in the other previously mentioned shopping facilities. The only true "downtown" shopping opportunities that are located nearby are found in Matthews and Waxhaw, which includes a limited number of specialty shopping stores, restaurants, and offices.



# Invoice

DATE	INVOICE #
6/29/2015	108682

**BILL TO:**

Town of Weddington  
1924 Weddington Rd.  
MATTHEWS, NC 28104

DESCRIPTION	AMOUNT
DELIVERED & INSTALLED 34 CARISSA HOLLIES IN MEDIANS	1,190.00
TRANSPLANTED 32 MUHLY GRASS	640.00
DELIVERED & INSTALLED 1 KALEIDOSCOPE ABELIA & 3 INDIAN HAWTHRONES	105.00

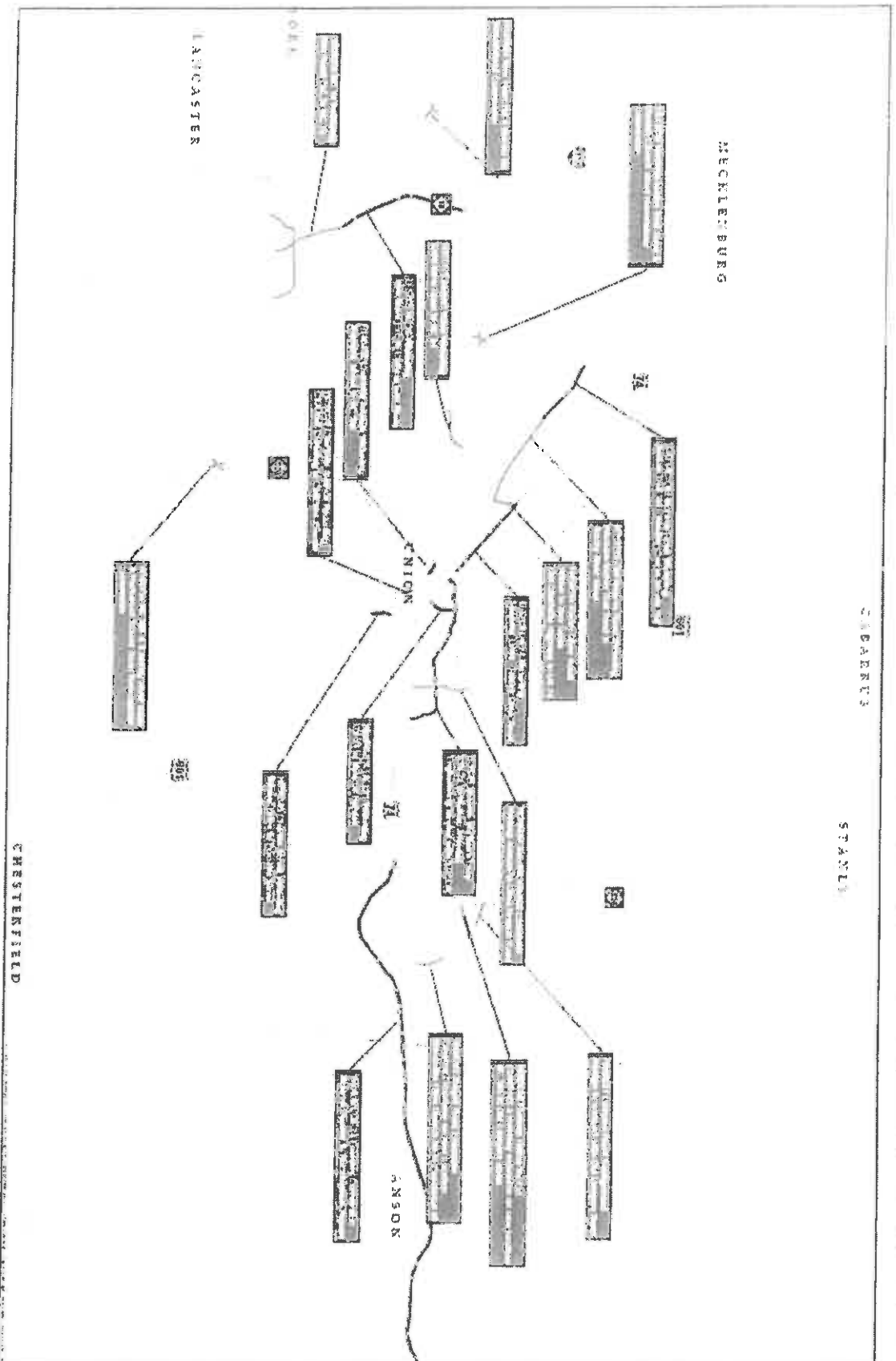
DUE BY JUNE 30TH

**TOTAL** \$1,935.00

# CRTP Union County Prioritization 4.0 Project Status

CADARUS

STANTIS



Ready for Review

Submitted for Review

Submitted for Review

Submitted for Review

