

# Agenda

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## *Town of Fairview*



### **Agenda** Town Council Meeting **February 11, 2020** 6:30 pm

*Meeting will be in the Fairview Town Hall Meeting Room*

**1. Call the meeting to order: ---Mayor Thomas**

Invocation  
Pledge of Allegiance

- a. Agenda Changes
- b. Approval of Agenda

**2. Public Comments\*\* / Presentations:**

Presentation: Joey Bennett, Census Bureau Representative

**3. Consent Agenda:**

- a) Financial and Tax Reports--- *Report Accepted as Information (including Pending Bills documentation provided at meeting)*
- b) Land Use Report---*Report Accepted as Information*
- c) Fund Balance Worksheet 2019-2020 --- *Report Accepted as Information*
- d) Approve a Budget Amendment to the 2019-2020 Budget for \$2000.00 from fund balance to the park festival line item
- e) Fairview Park Event January Draft Minutes (*No January Meeting*)

# Agenda

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g) Approve Council Minutes for January 14, 2020

**4. Items of Business:**

**Item 1: Discuss/Approve** Audit Contract with J.B. Watson & Co., P.L.L.C. for 2020 in the amount of \$7,750.00 --- *Darrell Baucom*

**Item 2: Discuss/Approve** Agreement with N-Focus to update Fairview Land Use Ordinance --- *Ed Humphries*

**5. Council Comments:**

**6. Adjournment**

AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS

**\*\* Public Comments are limited to 3 minutes**

# Consent Agenda

A consent agenda is an effective means of managing the length of a meeting. It is normally made up of routine items that are not controversial in nature and upon which no further discussion is anticipated. Action on the consent agenda usually occurs early in the meeting with all items listed being approved by one motion and vote.

If any member of the governing body feels the need to discuss one or more of the items more fully, the item may be removed from the consent agenda and placed on the regular agenda.

**Town of Fairview  
 Balance Sheet  
 As of January 31, 2020**

	Jan 31, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
American Community Bank	348,735.65
<b>Total Checking/Savings</b>	348,735.65
<b>Other Current Assets</b>	
Franchise Tax Receivable	32,225.72
Investments	
Investments NCCMT	1,012.77
<b>Total Investments</b>	1,012.77
Sales Tax Receivable	4,950.12
Taxes receivable	1,212.05
Taxes receivable - ad valorem	-409.70
Taxes receivable - motor veh	859.25
<b>Total Other Current Assets</b>	39,850.21
<b>Total Current Assets</b>	388,585.86
<b>Fixed Assets</b>	
Accumulated Depreciation	-214,943.05
Building and Improvements	1,181,642.75
Computer Equipment	12,643.66
Furniture and Equipment	1,698.00
Land	734,289.94
Land improvements	17,545.00
Leasehold improvements	27,486.25
Park equipment	148,928.88
Rental House	137,436.59
<b>Total Fixed Assets</b>	2,046,728.02
<b>TOTAL ASSETS</b>	2,435,313.88
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	8,000.00
<b>Total Accounts Payable</b>	8,000.00
<b>Other Current Liabilities</b>	
Accrued payroll	4,753.15
Deferred revenue - ad valorem	1,523.09
Payroll Liabilities	953.04
Security deposit - rental house	850.00
<b>Total Other Current Liabilities</b>	8,079.28
<b>Total Current Liabilities</b>	16,079.28
<b>Long Term Liabilities</b>	
Note payable on park land	600,000.00
<b>Total Long Term Liabilities</b>	600,000.00
<b>Total Liabilities</b>	616,079.28
<b>Equity</b>	
Amount to be provided for LTD	-600,000.00
Equity	
Fixed assets	2,046,728.02
Total Fund Balance	1,207,568.00
<b>Total Equity</b>	3,254,296.02

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**Town of Fairview**  
**Profit & Loss Budget vs. Actual**  
 July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Ad Valorem taxes	60,400.69	76,000.00	-15,599.31
Alcoholic beverage	0.00	16,000.00	-16,000.00
Donation	1,294.86	1,094.86	200.00
Donation - vendors	1,650.00		
Fund balance appropriated	0.00	54,946.34	-54,946.34
Interest on delinquent taxes	171.44		
Investment income	1,417.48	2,400.00	-982.52
Misc income	404.25		
Motor vehicle taxes	5,860.43	9,600.00	-3,739.57
Park rental income	1,970.80	3,020.80	-1,050.00
Rental house income	5,950.00	10,200.00	-4,250.00
Sales and use tax	15,049.04	28,000.00	-12,950.96
Sales and use tax refund	2,513.90		
Utility Franchise taxes	70,032.87	140,000.00	-69,967.13
Zoning fees	6,910.00	15,000.00	-8,090.00
<b>Total Income</b>	<b>173,625.76</b>	<b>356,262.00</b>	<b>-182,636.24</b>
<b>Expense</b>			
Advertising and Promotion	263.68	1,500.00	-1,236.32
Audit fees	8,050.00	7,800.00	250.00
Bank Service Charges	429.79	0.00	429.79
Debt repayment	63,400.00	63,400.00	0.00
Dues and Subscriptions	5,366.00	6,000.00	-634.00
Elections expense	3,094.85	3,300.00	-205.15
Festival expense	14,217.68	15,000.00	-782.32
Fire Dept Grant	5,833.31	10,000.00	-4,166.69
Fire Dept Truck Payment	39,426.93	52,568.00	-13,141.07
Grants	2,750.00	3,500.00	-750.00
Insurance Expense	4,639.45	4,200.00	439.45
Internet and website	4,318.80	9,400.00	-5,081.20
Legal fees	4,503.67	7,500.00	-2,996.33
Miscellaneous Expense	96.44	1,000.00	-903.56
Office expense	4,574.44	10,000.00	-5,425.56
Office utilities	1,800.72	4,800.00	-2,999.28
Park Maintenance	13,540.94	23,000.00	-9,459.06
Park Utilities	1,127.86	2,600.00	-1,472.14
Payroll Expenses	58,189.28	95,173.00	-36,983.72
Payroll taxes	32.52	7,281.00	-7,248.48
Postage and Delivery	110.00		
Professional Fees	0.00	3,000.00	-3,000.00
Rent Expense	12,000.00	12,000.00	0.00
Rental house repairs, etc	100.00	2,000.00	-1,900.00
Solid Waste Manage cost share	0.00	8,000.00	-8,000.00
Tax collection fees	1,095.77	1,440.00	-344.23
Telephone Expense	507.35	900.00	-392.65
Training expense	0.00	500.00	-500.00
Travel Expense	243.47	400.00	-156.53
<b>Total Expense</b>	<b>249,712.95</b>	<b>356,262.00</b>	<b>-106,549.05</b>
<b>Net Ordinary Income</b>	<b>-76,087.19</b>	<b>0.00</b>	<b>-76,087.19</b>
<b>Net Income</b>	<b>-76,087.19</b>	<b>0.00</b>	<b>-76,087.19</b>

8:25 AM  
02/01/20  
Accrual Basis

**Town of Fairview  
Transactions by Account  
As of January 31, 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>American Community Bank</b>							357,810.03
Check	01/03/2020	Draft	Spectrum	Draft for internet, TV and voice		246.44	357,563.59
Deposit	01/03/2020			Deposit	850.00		358,413.59
Deposit	01/03/2020			Deposit	1,020.80		359,434.39
Deposit	01/06/2020			Deposit	2,562.19		361,996.58
Bill Pmt -Check	01/11/2020	102900	Clark, Griffin and Mc...	Legal and retainer for Jan 2020		475.00	361,521.58
Bill Pmt -Check	01/11/2020	102901	CompuNetworld			377.69	361,143.89
Bill Pmt -Check	01/11/2020	102902	Darrell H. Baucom_	Expense reimbursement		94.30	361,049.59
Bill Pmt -Check	01/11/2020	102903	Ed Humphries_	Staples		12.63	361,036.96
Bill Pmt -Check	01/11/2020	102904	Fairview VFD and Re...			13,975.64	347,061.32
Bill Pmt -Check	01/11/2020	102905	Heat and Air Direct	Office HVAC repairs		79.00	346,982.32
Bill Pmt -Check	01/11/2020	102907	McCollum Trucking &...	Park maintenance - stone		2,001.56	344,980.76
Bill Pmt -Check	01/11/2020	102908	Patricia Kindley_	Holiday Lights contest		46.61	344,934.15
Bill Pmt -Check	01/11/2020	102909	Scott Cuthbertson	Festival reimbursement		455.76	344,478.39
Bill Pmt -Check	01/11/2020	102910	Taylor's Landscaping ...	December lawn care		1,337.50	343,140.89
Bill Pmt -Check	01/11/2020	102911	Union County Board ...	Election cost for 2019		3,094.85	340,046.04
Bill Pmt -Check	01/11/2020	102912	Union County Public ...			56.99	339,989.05
Bill Pmt -Check	01/14/2020	102922	Lisa Thomas	Festival expense reimbursement		171.29	339,817.76
Paycheck	01/14/2020	102914	Darrell H. Baucom			900.80	338,916.96
Paycheck	01/14/2020	102921	Teresa Gregorius			1,230.71	337,686.25
Paycheck	01/14/2020	102915	Edward D Humphries			2,356.27	335,329.98
Paycheck	01/14/2020	102916	Gary H Wilfong			138.52	335,191.46
Paycheck	01/14/2020	102917	Jerry C. Clontz			900.29	334,291.17
Paycheck	01/14/2020	102918	John A Biggers, Jr.			138.52	334,152.65
Paycheck	01/14/2020	102919	Patricia H. Kindley			138.52	334,014.13
Paycheck	01/14/2020	102920	Phillip C Thomas			184.70	333,829.43
Check	01/14/2020	102923	Teresa Clontz	Cleaning town hall		100.00	333,729.43
Check	01/14/2020	102924	FNB Commercial Cre...	Credit card payment		1,630.66	332,098.77
Check	01/14/2020	102925	Waste Management	Garbage		86.61	332,012.16
Check	01/14/2020	102926	Great American Fina...	Copier lease		269.77	331,742.39
Check	01/14/2020	102927	Clark, Griffin and Mc...	Research		125.00	331,617.39
Check	01/15/2020	Draft	Great American Fina...	copier		132.25	331,485.14
Deposit	01/17/2020			Deposit	18,950.52		350,435.66
Deposit	01/17/2020			Deposit	878.00		351,313.66
Liability Check	01/21/2020	To Print	IRS	55-0789092		2,061.04	349,252.62
Check	01/23/2020	Draft	Spectrum	Bank draft		246.44	349,006.18
Deposit	01/24/2020			Deposit	300.00		349,306.18
Check	01/28/2020	Draft	Duke Energy	Park account		111.30	349,194.88
Check	01/28/2020	Draft	Duke Energy	office		459.23	348,735.65
Total American Community Bank					24,561.51	33,635.89	348,735.65
<b>TOTAL</b>					<b>24,561.51</b>	<b>33,635.89</b>	<b>348,735.65</b>

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8:24 AM

02/01/20

Accrual Basis

**Town of Fairview**  
**Transaction Detail By Account**  
 July 2019 through June 2020

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>Park Maintenance</b>							
Bill	07/02/2019	07022019	Bill Riffe	Pressure washing picnic shelter	25.00		25.00
Bill	07/26/2019	1333	Taylor's Landscaping Services Inc.	Lawn care for July 2019	1,337.50		1,362.50
Bill	08/06/2019	24588	Sign Masters	Ornamental post and sign	581.79		1,944.29
Check	08/13/2019	102729	RCS, Inc.	Mulch for park	1,000.00		2,944.29
Check	08/13/2019	102730	FNB Commercial Credit Card	Metroline Mulch	564.65		3,508.94
Bill	09/03/2019	1338	Taylor's Landscaping Services Inc.	August lawn maintenance	1,337.50		4,846.44
Bill	09/19/2019	09192019	Bill Riffe	Wireless security	301.97		5,148.41
Bill	09/30/2019	1345	Taylor's Landscaping Services Inc.	Mowing for September	1,337.50		6,485.91
Bill	10/10/2019	10102019	William Riffe	Hard drive for security	69.95		6,555.86
Bill	10/14/2019	10012019	FNB Commercial Credit Card	Pay off credit card	109.97		6,665.83
Bill	10/22/2019	33426	Kiker Plumbing Service Inc.	Repaired commode	136.64		6,802.47
Check	11/12/2019	102856	Taylor's Landscaping Services Inc.	Monthly landscaping	1,337.50		8,139.97
Bill	12/02/2019	1365	Jerry C. Clontz	Reimburse park expenses	234.05		8,374.02
Bill	12/12/2019	1009057	Taylor's Landscaping Services Inc.	Lawn maintenance for November	1,337.50		9,711.52
Bill	01/02/2020	1371	McCollum Trucking & Grading, Inc.	Park maintenance - stone	2,001.56		11,713.08
Bill	01/14/2020	102924	Taylor's Landscaping Services Inc.	December lawn care	1,337.50		13,050.58
Check			FNB Commercial Credit Card	Credit card payment	490.36		13,540.94
					13,540.94	0.00	13,540.94
<b>TOTAL</b>					<b>13,540.94</b>	<b>0.00</b>	<b>13,540.94</b>

**Town of Fairview**  
**Transaction Detail By Account**  
July 2019 through June 2020

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Festival expense	07/14/2019	07142019	Todd Donaldson	Reimburse festival expenses	32.10		32.10
Bill	09/10/2019	102758	Elizabeth Medlin	Festival expense reimbursement	192.30		224.40
Check	09/10/2019	102760	FNB Commercial Cr...	Credit card bill	200.00		424.40
Bill	10/01/2019	10012019	Gayle Brock	Festival supplies	44.04		468.44
Bill	10/01/2019	10012019	Lisa Thomas	Festival expenses	74.31		542.75
Bill	10/05/2019	10052019	Sandra L. Shaw	Security for festival	210.00		752.75
Bill	10/05/2019	10052019	Zachary L. Herman	Music for Festival	300.00		1,052.75
Bill	10/05/2019	10052019	Terry C. Tomberlin	Music for festival	450.00		1,502.75
Bill	10/05/2019	10052019	Lyn Greene	Music for festival	500.00		2,002.75
Bill	10/05/2019	10052019	Lee Ward	Music for festival	1,500.00		3,502.75
Bill	10/05/2019	10052019	Chad Price	Music for festival	0.00		3,502.75
Bill	10/05/2019	10052019	Mike Mills	Music for festival	300.00		3,802.75
Bill	10/05/2019	10052019	Homelown Heroes	music for festival	500.00		4,302.75
Bill	10/05/2019	10052019	UCAT	Parking for festival	300.00		4,602.75
Bill	10/05/2019	10052019	RCS, Inc.	Antique cars for festival	600.00		5,202.75
Bill	10/07/2019	110289	John Biggers_	Ponta Jon rental	366.84		5,569.59
Bill	10/08/2019	10082019	Allison Plyler	Festival expenses	174.89		5,744.48
Bill	10/14/2019	10012019	FNB Commercial Cr...	Fall festival expenses	979.40		6,723.88
Bill	10/29/2019	10292019	Fairview Elementary...	Manning the game booths for festival	1,500.00		8,223.88
Bill	10/29/2019	10292019	Boy Scout Troop 161	Support for festival	150.00		8,373.88
Bill	11/06/2019	11062019	John Biggers_	Batteries for Festival	278.03		8,651.91
Check	11/12/2019	102854	Tracy Biggers	Festival exp reimbursement	281.46		8,933.37
Check	11/12/2019	102855	FNB Commercial Cr...	credit card bill	1,176.93		10,110.30
Check	11/12/2019	102857	Waste Management	Extra pickup	52.30		10,162.60
Check	12/10/2019	102888	FNB Commercial Cr...	Payment on credit card	854.28		11,016.88
Bill	12/12/2019	12122019	Lisa Thomas	Festival expense	41.00		11,057.88
Bill	12/12/2019	12122019	Jimmy Huntley	Music for Winter festival	450.00		11,507.88
Bill	12/12/2019	12122019	Dennis Rushing	Santa for Winter festival	125.00		11,632.88
Bill	12/12/2019	12122019	Ground 40	Donation for parking cars at Festival	200.00		11,832.88
Bill	12/14/2019	12142019	Lisa Thomas	Festival expense reimbursement	171.29		12,004.17
Bill	12/14/2019	12112019	Tracy Biggers	Winter Festival expenses	143.04		12,147.21
Bill	12/21/2019	12122019	Scott Cuthbertson	Winter Festival expense	0.00		12,147.21
Bill	12/21/2019	12142019	Ronald Thomas	Winter Festival expense	153.27		12,300.48
Bill	12/21/2019	12142019	Allison Plyler	Winter Festival expense	392.73		12,693.21
Bill	12/21/2019	12212019	Scott Cuthbertson	Festival reimbursement	455.76		13,148.97
Check	01/14/2020	102924	FNB Commercial Cr...	Credit card payment	1,068.71		14,217.68
					14,217.68	0.00	14,217.68
					14,217.68	0.00	14,217.68

**Town of Fairview**  
**Transaction Detail By Account**  
July 2019 through June 2020

Type	Date	Num	Adj	Name	Memo	Debit	Credit	Balance
Office expense								
Bill	07/01/2019	97135033		All-Points Waste Se...	Waste service for July	86.61		86.61
Bill	07/02/2019	RT1771		Heat and Air Direct	Seasonal tune-up	125.00		211.61
Bill	07/09/2019	07092019		Teresa Clontz	Cleaning	100.00		311.61
Check	07/15/2019	Draft		Great American Fin...	Copier	137.01		448.62
Bill	08/01/2019	98101615		All-Points Waste Se...	Garbage service	535.23		660.23
Bill	08/08/2019	351793		Killingsworth Enviro...	Spraying inside baseboard cra...	86.61		760.23
Check	08/13/2019	102727		Teresa Clontz	Cleaning for August	125.00		1,237.25
Check	08/13/2019	102730		FNB Commercial Cr...	Pay credit card bill	100.00		1,237.25
Check	08/15/2019	Draft		Great American Fin...	Copier	0.00		1,237.25
Check	08/15/2019	Draft		Great American Fin...	Copier leasing	132.77		1,370.02
Check	09/03/2019	09032019		Teresa Clontz	Office cleaning	100.00		1,470.02
Bill	09/10/2019	102760		FNB Commercial Cr...	Credit card bill	18.47		1,488.49
Check	09/17/2019	Draft		Great American Fin...	Copier	139.05		1,627.54
Check	09/27/2019	0002252...		Waste Management	Garbage service	86.61		1,714.15
Bill	10/07/2019	0007124...		Duke Energy_	Office utilities draft	263.01		1,977.16
Bill	10/08/2019	10082019		Waste Management	Waste service for October	86.61		2,063.77
Bill	10/14/2019	10012019		Teresa Clontz	Cleaning	100.00		2,163.77
Check	10/15/2019	Draft		FNB Commercial Cr...	Pay off credit card	336.33		2,500.10
Bill	10/15/2019	134393		Great American Fin...	copier charges	145.58		2,645.68
Bill	11/12/2019	11122019		Killingsworth Enviro...	bimonthly pest control	125.00		2,770.68
Check	11/12/2019	102855		Ed Humphries_	office	8.55		2,779.23
Check	11/12/2019	102857		Teresa Clontz	Cleaning office	100.00		2,879.23
Check	11/15/2019	Draft		Waste Management	credit card bill	157.69		3,036.92
Check	12/10/2019	102887		Great American Fin...	dumpster etc	173.22		3,210.14
Check	12/10/2019	102888		Waste Management	copier lease	145.62		3,355.76
Check	12/15/2019	Debit		Great American Fin...	copier lease	100.00		3,455.76
Check	12/21/2019	12162019		Teresa Clontz	Office repairs - light fixture	220.00		3,675.76
Bill	01/14/2020	01142020		Brian C. Austin	monthly prime charge	13.09		3,688.85
Bill	01/14/2020	01142020		FNB Commercial Cr...	auto draft for copier	114.48		3,803.33
Check	01/14/2020	102923		Great American Fin...	Monroe Hardware	4.76		3,808.09
Check	01/14/2020	102924		Teresa Clontz	Office HVAC repairs	79.00		3,887.09
Check	01/14/2020	102925		Ed Humphries_	Staples	12.63		3,899.72
Check	01/14/2020	102926		Darrell H. Baucom_	Expense reimbursement	3,914.22		4,014.22
Check	01/14/2020	102925		FNB Commercial Cr...	Cleaning town hall	100.00		4,085.81
Check	01/14/2020	102926		Waste Management	Credit card payment	71.59		4,172.42
Check	01/15/2020	Draft		Great American Fin...	Garbage	86.61		4,442.19
Check	01/15/2020	Draft		Great American Fin...	Copier lease	269.77		4,574.44
Check	01/15/2020	Draft		Great American Fin...	copier	132.25		4,574.44
Total Office expense						4,574.44	0.00	4,574.44
<b>TOTAL</b>						<b>4,574.44</b>	<b>0.00</b>	<b>4,574.44</b>

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# Zoning Permits 2020

2020

<u>Date</u>	<u>CK#</u>	<u>Permit #</u>	<u>Type</u>	<u>Fee</u> \$	<u>Name</u>	<u>Address</u>	<u>Parcel #</u>
2-Jan	CC	Comp-20-001	Comp	\$100	Peter Long	321 E Old Dutch Road	08183005
14-Jan	1056	H 20-002	Home	\$75	Helms	8212 Old Ferry	08120033B
14-Jan	1056	H 20-003	Home	\$75	Helms	8220 Old Ferry	08120033C
16-Jan	1469	H 20-004	Home	\$75	Incentive Builders	7807 Surry Lane	8222090
16-Jan	CC	H 20-005	Home	\$75	AME Building Group	9260 Ahavah Lane	08228025G
16-Jan	N/A	A 20-006	H-Repair	N/A	Doug Buchanan	513 Heritage View	8213032
16-Jan	1641	A 20-007	Accessory	\$75	Robert Forquer Teresa Brown-	9112 Mill Grove Road	8282024
28-Jan	2122	C-20-008	Compliance	\$100	McCarver	116 W Old Dutch Road	08216006Do1
28-Jan	143	H 20-009	Home	\$125	Serge Baygulow	7302 Tesh Road	8153018
30-Jan	5229	C 20-010	Compliance	\$100	Anderson	6813 West Duncan	8258017
<b>Totals</b>	<b>10</b>			<b>\$800</b>			

## FUND BALANCE WORKSHEET 2019/2020

Beginning Spendable Fund Balance      **\$354,518**  
(as of 6/30/2019)

POLICY - Reserve in Spendable Fund Balance      **\$200,000**

Spendable Fund Balance      **\$154,518**  
(as of 6/30/2019)

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
1	7/9/2019	Sod for Park	Park Maintenance	3,000.00
<b>New Spendable Fund Balance</b>				<b>151,518.00</b>

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
2	1/14/2020	Park Event Donations	Fund Balance	850.00
<b>New Spendable Fund Balance</b>				<b>152,388.00</b>

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
3	1/14/2020	Farming Rental	Fund Balance	1,020.80
<b>New Spendable Fund Balance</b>				<b>153,388.80</b>

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
4	1/14/2020	Amer. Legion Donation	Fund Balance	244.86
<b>New Spendable Fund Balance</b>				<b>153,633.66</b>

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
<b>New Spendable Fund Balance</b>				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
<b>New Spendable Fund Balance</b>				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
<b>New Spendable Fund Balance</b>				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
<b>New Spendable Fund Balance</b>				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
<b>New Spendable Fund Balance</b>				



**Town of Fairview  
Fairview Park Facility Committee Meeting  
January 16, 2020**

The following Fairview Park Facility Committee members were present: Jane Link, Penny Love, Mike Medlin, Bill Riffle and Leon Whitley

Others present: Teresa Gregorius, Town Clerk

**Public Comments**

None

**Items of Business**

A. Overflow Parking Area

Chairman Medlin expressed the need to pursue establishing a permanent overflow parking area. During the Winter Festival parking was a problem due to rain right before the festival and offsite parking had to be utilized.

B. Future Park Amenities

The Committee compiled a list of park facility needs and park amenity desires:

**Park Facility Projects**

Parking overflow lot  
Clearing wooded area behind rental house  
Clearing a trail along creek area on new park property  
Metal edging around trees with rock  
Lay sod

**Park Amenities Projects**

Pickle Ball  
Swings around the pond area  
Volleyball Court

Basketball goal  
New cornhole boards  
Tables w/checkerboard  
Cover over the playground equipment

Each Committee member was asked to rate each category from most important to least important and forward their list to the Town Clerk. The Clerk will compile the list and have it at the next meeting. The Committee will begin getting quotes for each item in order to submit items to include in next year's town budget.

C. Other Business

The Committee discussed a Spring cleanup day. They decided on March 14<sup>th</sup> with March 21<sup>st</sup> being the rain date. Contact will be made with the Piedmont Band to solicit their help.

The Piedmont Band will be having a BBQ at the Fairview Fire Department on February 8<sup>th</sup> and asked if they could use the field behind fire station for parking. The Committee agreed that would be okay unless there was a lot of rain before the BBQ date.

D. Minutes

Leon Whitley made a motion to approve the November 14, 2019 minutes. Bill Riffle seconded the motion. Committee members Link, Love, Medlin, Riffle and Whitley voted yes (5-0).

Leon Whitley made a motion to adjourn. Jane Link seconded the motion. Committee members Link, Love, Medlin, Riffle and Whitley voted yes (5-0).

Respectfully submitted,

\_\_\_\_\_  
Teresa Gregorius  
Town Clerk

\_\_\_\_\_  
Mike Medlin  
Chairman

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2020



**Town of Fairview  
Planning Board Meeting  
January 21, 2020**

The following Planning Board members were present: Kelvin Baucom, Doug Buchanan, Mike Medlin, Rick Pigg, Nancy Randall and Bill Thomas

Others present: Ed Humphries, Land Use Administrator / Deputy Clerk, Teresa Gregorius, Town Clerk

**Public Comments**

None

**Items of Business**

A. The Comprehensive Plan

Mr. Humphries stated that the Board will be reviewing the land development plan and changing the name to Fairview Comprehensive Plan. We will look at each section to make sure we have what is wanted/needed in our community.

B. Updates for Ordinance Requirements for 160D

Mr. Humphries stated that he plans to take to Council a contract with NFocus to update the land use ordinance to include all amendments and requirements of the new 160D chapter in the statute. We hope to have this completed by July 1, 2020.

C. Council 2020 Retreat

Mr. Humphries reported that the Council will have their 2020 Retreat on February 29<sup>th</sup> from 8:30 AM till 12:30 PM. Mrs. Randall will be attending and anyone else on the Planning Board is also welcome. Please let the Town Clerk know if you plan to attend so food arrangements can be completed.

D. Minutes

Rick Pigg made a motion to approve the November 19, 2019 minutes. Kelvin Baucom seconded the motion. Board members Baucom, Buchanan, Medlin, Pigg, Randall and Thomas voted yes (6-0).

Doug Buchanan made a motion to adjourn. Bill Thomas seconded the motion. Board members Baucom, Buchanan, Medlin, Pigg, Randall and Thomas voted yes (6-0).

Respectfully submitted,

\_\_\_\_\_  
Teresa Gregorius  
Town Clerk

\_\_\_\_\_  
Nancy Randall  
Chair

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

DRAFT



**Town of Fairview  
Regular Town Council Meeting  
January 14, 2020**

The following Council members were present: Mayor Phil Thomas, John Biggers, Patricia Kindley, and Gary Wilfong. Jerry Clontz arrived at 6:50 PM

Others present: Joe McCollum, Town Attorney; Darrell Baucom, Financial Officer, Ed Humphries, Land Use Administrator / Deputy Clerk and Teresa Gregorius, Town Clerk

**Agenda Changes**

Patricia Kindley stated that she would like to add staff Christmas bonus discussion as Item 2. Mayor Thomas stated that he would like to add oaths of office as Item 3.

**Approval of Agenda**

John Biggers made a motion to approve the agenda as amended. Patricia Kindley seconded the motion. Council members Biggers, Kindley and Wilfong voted yes (3-0).

**Presentation**

Reid Helms, President of Union County Crime Stoppers spoke about the upcoming Crime Stoppers BBQ and money raising efforts of the organization.

**Public Comments**

None

**Consent Agenda**

- a) Financial and Tax Reports - Report Accepted as Information (including Pending Bills documentation provided at meeting)
- b) Land Use Report - Report Accepted as Information
- c) 2019 Year End Zoning Report - Report Accepted as Information
- d) Fund Balance Worksheet 2019-2020 - Report Accepted as Information

- e) Fairview Park Event December Draft Minutes (No December Meeting)
- f) Fairview Park Facility December Draft Minutes (No December Meeting)
- g) Planning Board December Draft Minutes (No December Meeting)
- h) Approve Council Minutes for December 10, 2019
- i) 2019 Year End Report – Picnic Shelter Revenue
- j) Approve a Budget Amendment to the 2019-2020 Budget as “donations” received from various donors totaling \$850.00 for Park Events
- k) Approve a Budget Amendment to the 2019-2020 Budget for \$1,020.80 received for farming rental of park property
- l) Revise the Budget Amendment adopted at the December 2019 Council meeting regarding a donation check from American Legion Post 535 baseball tournament. The correct amount of the check is \$244.86, not \$273.67 as stated at the December meeting.
- m) Council meeting dates for 2020 and days town office closed

Patricia Kindley made a motion to approve the consent agenda. Gary Wilfong seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

### **Items of Business**

#### **Item 1: Renew Order Granting Temporary Permit # TP 14-037 for Six Months**

Ed Humphries presented the renewal of the temporary permit # TP 14-037 for six months (new permit will expire July 2020) in the name of Gregory Morgan, 6508 Morgan’s Cove Road, Monroe, NC 28110 to maintain a manufactured home on his property (Parcel #08192012) for the purpose of caring for a relative—under Section 179 of the Fairview Land use Ordinance.

John Biggers made a motion to renew the temporary permit # TP 14-037 for six months to expire July 2020. Jerry Clontz seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

#### **Item 2: Approve Staff Christmas Bonus**

Patricia Kindley made a motion to give Darrell Baucom, Ed Humphries and Teresa Gregorius a \$50 gift card for Christmas. John Biggers seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

#### **Item 3: Administer Oaths of Office**

The Town Clerk administered the oaths of office to newly re-elected Councilman John Biggers and Jerry Clontz who was appointed Mayor Pro Tem.

### **Council Comments**

Jerry Clontz reported that the Park Facility Committee will be meeting on Thursday night to discuss additions and amenities for the park and start getting pricing to present the Council at the upcoming budget workshop. Overflow parking area at the park will be one aspect that will be reviewed.

John Biggers reported that the last of the Christmas decorations on the pond will be removed as soon as the weather allows for a few dry days.

Patricia Kindley noted that the walking trail still had a drainage problem. Mr. Clontz stated that with so much rain there would still be some problems, although not as extensive as before the repairs made last year.

Mayor Thomas reminded everyone of the Crime Stoppers BBQ on Friday. The Union County Economic Summit is on January 31<sup>st</sup>. You must register to attend.

John Biggers made a motion to go into closed session. Jerry Clontz seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

CLOSED SESSION

John Biggers made a motion to come out of closed session. Gary Wilfong seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Jerry Clontz made a motion to adjourn. Patricia Kindley seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Respectfully submitted,

---

Teresa Gregorius  
Town Clerk

---

Phil Thomas  
Mayor

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Renew**

**Discuss/Approve**

**Audit Contract**

# J. B. WATSON & CO., P.L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

120 SOUTH RUTHERFORD STREET

P. O. BOX 341

WADESBORO, N.C. 28170

JAMES F. HANNA, CPA  
DENEAL H. BENNETT, CPA  
J. DAVID BURNS, CPA

TELEPHONE (704) 694-5174  
FACSIMILE (704) 694-6970

February 11, 2020

To The Town Council  
Town of Fairview  
7516 Concord Highway  
Monroe, North Carolina 28110

We are pleased to confirm our understanding of the services we are to provide Town of Fairview for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units (if any), each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Fairview as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Fairview's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Fairview's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Fairview's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Individual Fund Statements and Schedules
- 2) Budgetary Schedules
- 3) Other Schedules
- 4) Schedule of Expenditures of Federal and State Awards (when applicable)

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Fairview's financial statements. Our report will be addressed to the Mayor and members of the Town Council of Town of Fairview. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or we may withdraw from this engagement.

If during the audit we become aware that Town of Fairview is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the

appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables, revenues, and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Fairview's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Other Services**

We will also prepare the financial statements, related notes, and the schedule of expenditures of federal and State awards (when applicable) of Town of Fairview in conformity with U.S. generally accepted accounting principles based on information provided by you. This will include proposed audit adjustments to convert the financial statements from modified accrual to accrual basis. We will also assist in calculating depreciation for the year based on information provided by you. We will also prepare the Annual Financial Information Report (AFIR) using the financial statements and other information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement and other services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;

for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to J.B. Watson & Co., P.L.L.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will assist in preparing all cash, accounts receivable, revenue, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and assisting in preparing confirmation requests. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to Town of Fairview and to the Local Government Commission of the North Carolina Department of State Treasurer; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of J.B. Watson & Co., P.L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency or its designee, a federal or State agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit,

to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of J.B. Watson & Co., P.L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

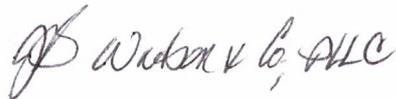
We expect to begin our audit in August or early-September 2020 and to issue our report no later than October 31, 2020 (or December 1, 2020, if additional time is warranted). Deneal H. Bennett, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that J.B. Watson & Co., P.L.L.C.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be \$7,750 plus \$130 per hour for Single Audit procedures and/or any year-end bookkeeping, if applicable. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Town of Fairview and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



J.B. Watson & Co., P.L.L.C.

# Discuss/Approve N-Focus Agreement



**STATE OF NORTH CAROLINA  
COUNTY OF UNION**

**AGREEMENT WITH  
LOCAL GOVERNMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **Town of Fairview**, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, **N-Focus, Inc.**, a North Carolina corporation (hereinafter known as "Contractor"), by signatures below, enter into the following Agreement:

**WITNESSETH:**

**WHEREAS**, Contractor has expertise in local government functions and Local Government has a need for such functions; and

**WHEREAS**, Local Government and Contractor desire to enter into this Agreement;

**NOW THEREFORE**, Local Government and Contractor agree as follows:

**Section A. SCOPE OF FUNCTIONS**

1. Contractor will provide Local Government with Contractor personnel for Land Use Back-Up Purposes.

**Section B. TERMS AND CONDITIONS**

1. **Contractor Personnel:** To ensure Functions to be performed as defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, provided to perform these Functions shall be skilled in the use of work related computer software packages and other technology used to perform position Functions.
2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

N-Focus

Initials: PAR Date: 01/08/20

Fairview – FY 20 Hourly Agreement

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



3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
5. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar functions for other jurisdictions.
6. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
7. **Period of Service (POS):** Functions defined in "Section A." herein above shall be provided routinely based upon a mutually agreeable schedule during the period January 13, 2020 and ending December 31, 2020. POS as defined herein may be amended through either Termination, as set forth in "Section B.13." herein, or, Extension, as set forth in "Section B.15." herein.
8. **Level of Service (LOS):** The Functions defined in "Section A." herein above shall be delivered on an Hourly "On Call" basis as requested by Local Government.
9. **Compensation:** The fee for Functions to be performed as defined in "Section A.1." herein above shall be invoiced by the hour at One Hundred Thirty-Five and no/100's (\$135.00) dollars per hour and, billed monthly in quarter-hour increments. Compensation is inclusive of all personnel costs including but not limited to:
  - a. Base Salary plus:
    - i. Social Security & Medicare (FICA)
    - ii. State Unemployment Insurance (SUTA)
    - iii. Federal Unemployment Insurance (FUTA)
    - iv. Worker's Compensation Insurance

N-Focus

Initials: PAR Date: 01/08/20

Fairview – FY 20 Hourly Agreement

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



- b. Benefits:
  - i. Health, Life & Disability Insurance
  - ii. Paid Vacation & Personal Time
  - iii. Paid Holidays
  - iv. Paid Travel Time
- c. Professional Development & Certifications;
- d. Cellular Communications;
- e. Company Vehicle with
  - i. Vehicle Insurance
  - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. Management cost

Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor personnel on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel time to and from Local Government jurisdiction by Contractor personnel is subject to the hourly fee stated herein. Travel time shall be pro-rated when more than one jurisdiction is served on the same trip. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government jurisdiction, or attend meetings outside Local Government jurisdiction, shall be reimbursed at the current IRS Standard Mileage Rate.

- 10. **Payments:** Local Government shall provide payment upon receipt of invoice. A late payment penalty equal to 1.5% per month of the unpaid balance may be assessed.
- 11. **Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
- 12. **Liability:** Contractor personnel provided to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.7." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.

N-Focus

Initials: PAR Date: 01/08/20

Fairview – FY 20 Hourly Agreement

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



- 13. Termination:** Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination, compensation for all Functions actually provided by Contractor through the termination date will be due and payable at the market rate fees in effect at the time of termination. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS identified in "Section B.7." herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement termination and/or expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.
- 14. Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2020, unless extended as defined in "Section B.15." herein.
- 15. Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.7." herein, LOS as defined in "Section B.8." herein, Compensation as defined in "Section B.9." herein is subject to change. All other Terms & Conditions defined herein shall remain the same.
- 16. Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
- 17. Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of Local Government or others.
- 18. Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

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Fairview – FY 20 Hourly Agreement

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



19. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
20. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
21. **Entire Agreement:** Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.
22. **Representatives:** On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO  
Patricia A. Rader, Secretary/Treasurer & COO

23. **Notification:** All correspondence shall be directed to:

Patti Rader, Manager  
N-Focus, Inc.  
315 South Main Street, Suite 200  
Kannapolis, NC 28081  
704.933.0772  
PRader@NFocusPlanning.org

N-Focus

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



**Section C. ACCEPTANCE:**

*Patricia A. Rader*

*January 8, 2020*

\_\_\_\_\_  
Patricia A. Rader, Manager  
N-Focus, Inc.

\_\_\_\_\_  
Date

**ACCEPTED** on behalf of Local Government by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of authorized person signed above

Seal of Local Government

ATTEST:

\_\_\_\_\_  
Clerk to the governing board/council of  
Local Government

\_\_\_\_\_  
Date

PRE-AUDIT:

This document has been pre-audited in accordance with applicable North Carolina General Statute.

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

N-Focus

Initials: PAR Date: 01/08/20

Fairview – FY 20 Hourly Agreement

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