



FAIRVIEW

NORTH CAROLINA

Council Meeting

August 8, 2016

Agenda

Town of Fairview



Agenda
Town Council Meeting
August 8, 2016
7:00 pm

(Meeting to be held at the Old Fairview School)

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

Invocation
Pledge of Allegiance

- a. Agenda Changes
- b. Approval of Agenda

2. Public Comments / Presentations:**

Introduction of New Fairview Volunteer Fire Department Chief

Presentation by Kara Kindley Lemon, The Navigation Lady-Union County Healthcare:
Alzheimer's Awareness

3. Consent Agenda:

- a) Financial and Tax Reports--- *Report Accepted as Information*
- b) Land Use Report---*Report Accepted as Information*
- c) CRTPO --- *Report Accepted as Information*
- d) Monroe/Union County Economic Development Committee Report--- *Report Accepted as Information*
- e) Approve Alzheimer Proclamation

Agenda

- f) Approve Constitution Week Proclamation
- g) Approve Council Minutes for July 11, 2016

4. Items of Business:

Item 1: Approve Order granting Temporary Permit # TP 14-037 for six months (new permit will expire March '17) in the name of Gregory Morgan- 6508 Morgan's Cove Road, Monroe, NC 28110. The permit would allow Morgan to add a manufactured home to his property (Parcel #08192012) for the purpose of caring for a relative—under Section 179 of the Fairview Land use Ordinance ---*Ed Humphries*

Item 2: Discuss possible changes to town fee schedule --- *Gary Wilfong*

Item 3: Union County Tax Collection for Fairview---*Ed Humphries*

- 1) 2015-16 Settlement (accept)
- 2) 2016-17 Charge (approve)

Item 4: Approve agreement with NCDOT (Locally Administered Project State Contingency Agreement) and authorize Mayor Thomas to execute ---*Ed Humphries*

Item 5: Park Report --- *Jerry Clontz*

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.

5:46 PM

07/29/16

Accrual Basis

Town of Fairview
Balance Sheet
 As of July 29, 2016

	Jul 29, 16	Jun 30, 16
ASSETS		
Current Assets		
Checking/Savings		
American Community Bank	183,703.21	207,758.26
Bank of NC	958,427.65	958,427.65
Total Checking/Savings	1,142,130.86	1,166,185.91
Other Current Assets		
Franchise Tax Receivable	43,188.53	43,188.53
Investments		
Investments NCCMT	966.84	966.84
Total Investments	966.84	966.84
Prepaid assets	0.00	5,866.00
Sales Tax Receivable	4,001.24	4,001.24
Taxes receivable	3,415.52	3,501.03
Total Other Current Assets	51,572.13	57,523.64
Total Current Assets	1,193,702.99	1,223,709.55
Fixed Assets		
Accumulated Depreciation	-7,474.08	-7,474.08
Computer Equipment	12,643.66	12,643.66
Furniture and Equipment	1,698.00	1,698.00
Land	219,516.33	219,516.33
Land improvements	10,145.00	10,145.00
Leasehold improvements	2,500.00	2,500.00
Total Fixed Assets	239,028.91	239,028.91
Other Assets		
Park development costs	25,055.00	25,055.00
Total Other Assets	25,055.00	25,055.00
TOTAL ASSETS	1,457,786.90	1,487,793.46
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	11,422.97	10,493.12
Total Accounts Payable	11,422.97	10,493.12
Other Current Liabilities		
Accrued payroll	3,436.07	3,436.07
Deferred revenue - ad valorem	4,635.53	4,635.53
Payroll Liabilities	242.98	540.38
Total Other Current Liabilities	8,314.58	8,611.98
Total Current Liabilities	19,737.55	19,105.10
Total Liabilities	19,737.55	19,105.10
Equity		
Equity		
Fixed assets	264,083.91	264,083.91
Total Fund Balance	1,244,247.72	1,244,247.72
Total Equity	1,508,331.63	1,508,331.63
Retained Earnings	-39,643.27	140,494.54
Net Income	-30,639.01	-180,137.81
Total Equity	1,438,049.35	1,468,688.36

4

Town of Fairview
Profit & Loss Budget vs. Actual
July 2016

	Jul 16	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Ad Valorem taxes	0.00	0.00	0.00
Cable TV franchise taxes	778.27	0.00	778.27
Fund balance appropriated	0.00	0.00	0.00
Interest on delinquent taxes	13.09		
Investment income	0.00	200.00	-200.00
Motor vehicle taxes	822.81	637.00	185.81
PARTF grant	0.00	0.00	0.00
PARTF Grant reimbursement	0.00	0.00	0.00
Sales and use tax	2,098.48	2,000.00	98.48
Special appro from Gen Assembly	0.00	0.00	0.00
Utility Franchise taxes	0.00	0.00	0.00
Zoning fees	600.00	250.00	350.00
Total Income	4,312.65	3,087.00	1,225.65
Expense			
Advertising and Promotion	0.00	50.00	-50.00
Audit fees	0.00	0.00	0.00
Bank Service Charges	0.00	0.00	0.00
Capital outlay	2,005.00	0.00	2,005.00
Charitable Contributions	13,142.31	13,142.00	0.31
Collection fees	23.58	100.00	-76.42
Computer and internet Expenses	305.00	500.00	-195.00
Dues and Subscriptions	4,968.00	4,400.00	568.00
Elections expense	0.00	0.00	0.00
Festival expense	0.00	0.00	0.00
Grants	0.00	0.00	0.00
Insurance Expense	5,703.60	6,000.00	-296.40
Legal fees	0.00	500.00	-500.00
Maintenance/Renovations	0.00	0.00	0.00
Miscellaneous Expense	0.00	0.00	0.00
Office Supplies	162.92	2,000.00	-1,837.08
Park Maintenance	135.00	500.00	-365.00
Park start-up and nonreimburse	0.00	0.00	0.00
Payroll Expenses	5,941.88	2,781.89	3,159.99
Payroll taxes	0.00	464.15	-464.15
Planning and zoning	0.00	3,285.42	-3,285.42
Professional Fees	0.00	10,000.00	-10,000.00
Public Safety	1,666.66	833.37	833.29
Rent Expense	500.00	250.00	250.00
Repairs and Maintenance	0.00	1,000.00	-1,000.00
Solid Waste Manage cost share	0.00	0.00	0.00
Telephone Expense	248.41	300.00	-51.59
Training fees	125.00	100.00	25.00
Travel Expense	24.30	100.00	-75.70
Zoning administration	0.00	0.00	0.00
Total Expense	34,951.66	46,306.83	-11,355.17
Net Ordinary Income	-30,639.01	-43,219.83	12,580.82
Net Income	-30,639.01	-43,219.83	12,580.82

5:48 PM

07/29/16

Accrual Basis

Town of Fairview
Transactions by Account
 As of July 31, 2016

Type	Date	Num	Name	Memo	Debit	Credit	Balance
American Community Bank							207,750.16
Deposit	06/30/2016			Interest	8.10		207,758.26
Check	07/01/2016		Frontier Telephone	Office telephone		248.41	207,509.85
Liability Check	07/05/2016	To Print	NC Dept of Revenu...	600391020		455.00	207,054.85
Bill Pmt -Check	07/09/2016	101631	Alfred Benesch & C...	Admin and amendment #2		1,163.65	205,891.20
Bill Pmt -Check	07/09/2016	101632	City of Charlotte	CRTPO Funding		598.24	205,292.96
Bill Pmt -Check	07/09/2016	101633	Clark, Griffin and M...	Contract review and retainer		600.00	204,692.96
Bill Pmt -Check	07/09/2016	101634	CompuNetworld	Server and email hosting fees		280.00	204,432.96
Bill Pmt -Check	07/09/2016	101635	Darrell H. Baucom_	expense reimbursement		69.30	204,363.66
Bill Pmt -Check	07/09/2016	101636	Enquirer Journal	Advertise public hearing for budget		64.68	204,298.98
Bill Pmt -Check	07/09/2016	101637	Fairview VFD and ...			14,225.64	190,073.34
Bill Pmt -Check	07/09/2016	101638	Great American Fin...	copier lease		66.55	190,006.79
Bill Pmt -Check	07/09/2016	101639	Interlocal Risk Fina...	Property and casualty insurance f...		4,380.60	185,626.19
Bill Pmt -Check	07/09/2016	101640	UNC School of Govt	Membership dues		425.00	185,201.19
Paycheck	07/11/2016	101642	Darrell H. Baucom			556.32	184,644.87
Paycheck	07/11/2016	101641	Bradley W Purser			138.52	184,506.35
Paycheck	07/11/2016	101643	Edward D Humphries			2,071.11	182,435.24
Paycheck	07/11/2016	101644	Gary H Wilfong			138.52	182,296.72
Paycheck	07/11/2016	101645	Jerry C. Clontz			161.62	182,135.10
Paycheck	07/11/2016	101646	John A Biggers, Jr.			138.52	181,996.58
Paycheck	07/11/2016	101647	Phillip C Thomas			184.70	181,811.88
Paycheck	07/11/2016	101648	Teresa Gregorius			721.39	181,090.49
Check	07/11/2016	101649	Ed Humphries_	expense reimbursement		88.28	181,002.21
Deposit	07/12/2016			Deposit	250.00		181,252.21
Liability Check	07/13/2016	To Print	IRS	55-0789092		1,673.58	179,578.63
Deposit	07/15/2016			Deposit	2,098.48		181,677.11
Deposit	07/15/2016			Deposit	91.00		181,768.11
Deposit	07/15/2016			Deposit	806.83		182,574.94
Deposit	07/22/2016			Deposit	350.00		182,924.94
Deposit	07/29/2016			Deposit	778.27		183,703.21
Total American Community Bank					4,382.68	28,429.63	183,703.21
TOTAL					4,382.68	28,429.63	183,703.21

Town of Fairview
Park Related costs

<u>Date</u>	<u>Services</u>	<u>Payee</u>	<u>Check Number</u>	<u>Amount Paid</u>
2/9/2015	Design development - initial bill	Benesch	101245	8,370.00
4/13/2015	Design development - second bill	Benesch	101268	1,335.00
5/11/2015	Design development - third bill	Benesch	101292	4,610.00
6/8/2015	Design development - fourth bill	Benesch	101321	1,010.00
6/23/2015	NC DOT driveway permit application fee	NC DOT	101329	50.00
6/23/2015	NC DENR erosion and sedimentation app fee	NC DENR	101330	260.00
7/10/2015	Construction documents - June 28, 2015	Benesch	101335	9,420.00
8/10/2015	Construction documents - July 26, 2015	Benesch	101359	2,355.00
8/27/2015	NC DENR storm water permit	NC DENR	101383	505.00
9/14/2015	Construction docs - Aug 18 and perc test	Benesch	101385	1,895.00
10/12/2015	Const docs, permitting and bidding	Benesch	101411	6,255.00
11/9/2015	Bidding on park	Benesch	101437	3,100.00
12/7/2015	Amendment #1 for turn lane design	Benesch	101488	4,900.00
3/14/2016	Construction administration	Benesch	101552	2,300.00
3/28/2016	NC DENR for revisions to plan	NC DENR	101565	150.00
4/11/2016	Construction administration	Benesch	101566	5,600.00
5/9/2016	Construction administration	Benesch	101589	2,162.00
6/13/2016	Construction administration	Benesch	101612	760.50
7/11/2016	Construction administration and Amend #2	Benesch	101631	1,163.65
8/8/2016	Amendment #2	Benesch		2,005.00
Total incurred costs-to-date				58,206.15
Reimbursements received from PARTF November 4, 2016				18,032.50
Park Budget				
Design and construction management				65,150.00
Cost to develop park				1,215,529.00
Contingency				60,651.00
Total park costs				1,341,330.00

Town of Fairview
Pond Related Costs

<u>Date</u>	<u>Services</u>	<u>Payee</u>	<u>Check Number</u>	<u>Amount Paid</u>
3/9/2015	Foster Lake and Pond - lowering pond level	Foster Lake	101248	2,450.00
	Total for 14/15 fiscal year			2,450.00
8/10/2015	Foster Lake and Pond - pond renovation	Foster Lake	101356	22,833.59
9/14/2015	Warlick Trucking - Grading, etc on pond site	Warlick Trucking	101386	9,500.00
	Total paid-to-date on pond renovation and maintenance			34,783.59

14-Apr	cash	C-16-015	Compliance	\$100	Nance	423 W. Old Dutch	08219015C
21-Apr	N/A	TC 16-016	Text Change	N/A	Town of Fairview	8400 Concord Highway	N/A
26-Apr	7151	A-P-16-017	Pool	\$50	Edgewater Pools	9913 Windrow Dr	8213121
28-Apr	1767	A--16-018	vrchery Rang	\$50	Boy Scouts	9408 Belt Road Mid	8210005
28-Apr	16216	NU 16-019	Upfit	\$50	Fairview Grocery	7502 Concord Highway	8189013
Totals		8		\$400			

3-May	1899	C-16-020	Comp	\$100	Jordyn Hazelton	7805 Crooked Creek	08120019G
3-May	2715	AP-16-021	Pool	\$50	Amenities Unl	8401 Ferguson Farm Road	08084001B
10-May	4031	Ru-16-022	Upfit	\$50	John Dragonetti	437 Foxglove Lane	8213157
10-May	2077	H-16-023	Home	\$50	G. Morgan	6508 Morgans Cove Rd	8192021
10-May	1167	AP-16-024	Pool	\$50	Brent Berry	628 Heritage View	8213023
24-May	54949	C-16-025	Compliance	\$100	Clint Medlin	6507 Little Road	8084007
Totals		6		\$400			

2-Jun	1500	HO-16-026	Home Occup	\$50	Paul Troutman	621 Woodbridgen In IT	8210042
9-Jun	2608	H-16-027	Home	\$50	Newton Cust hom-Kees	9610 Covey Trail It	0813068-69
9-Jun	2608	A-16-028	Accessory	\$50	Newton Cust hom-Kees	9610 Covey Trail It	0813068-69
9-Jun	2822	A-16-029	Accessory	\$50	Amenities-Marez	8401 Ferguson Farm	08084001B
14-Jun	1716	AP-16-030	Pool	\$50	Ant-Sylvan-Haverty	1727 Brief Road	081140081
14-Jun	N/A	A-16-031	Accessory	N/A	Richard Austin	6316 Little Road	08087022D
17-Jun	282	AP-16-032	Pool	Mail*	T Fisher	7012 Fairview Court	8192088
28-Jun	31420	AP-16-033	Pool	\$50	East Coast-Dan Burk	8720 UnionvilleBrief Rd	08117007A
28-Jun	3917	A-16-034	Accessory	\$50	Bethlehem Pres Ch	7808 Concord Highway	8189010
30-Jun	14405	C-16-035	Compliance	\$100	Pinnacle Homes-Osborne	8105 Carriker Williams	08117013F
Totals		10		\$450			

HOLD

Ed Humphries

From: Burke, Neil [nburke@ci.charlotte.nc.us]
Sent: Thursday, July 21, 2016 8:56 AM
Subject: July MPO Meeting Results, Request for August 4 TCC Agenda Items

August TCC Meeting

The next TCC meeting is scheduled for Thursday, August 4 in Room 267 of the Charlotte-Mecklenburg Government Center.

If you would like to have an item placed on the agenda, the following information must be e-mailed to me no later than close of business on Wednesday, July 27:

- The name of the item as it should appear on the agenda
- A brief description of the topic
- Presenter's name
- Estimated presentation length

July 20 MPO Meeting Results

Recommended STP-DA Project List: The MPO approved the STP-DA project list as presented.

CMAQ 2016-2025 TIP Amendments: The MPO approved the CMAQ program TIP amendments as presented.



Neil Burke, AICP PTP | Planning Coordinator
Charlotte Regional Transportation Planning Organization
704-353-0198 | nburke@charlottenc.gov

Ed Humphries

From: Tony Helms [tfhelms6@gmail.com]
Sent: Friday, July 29, 2016 10:33 PM
To: Ed Humphries; Teresa Gregorius
Subject: Economic Development Meeting

Hi guys,
Our July meeting was canceled therefore I will have no report.



PROCLAMATION

OFFICE OF THE MAYOR

WHEREAS, Alzheimer's disease is an irreversible and progressive brain disease that slowly erodes precious memories, thinking skills and the ability to perform simple tasks; and

WHEREAS, over 5 million Americans are living with this disease. Every 66 seconds someone is diagnosed. By the year 2050, up to 16 million will have the disease; and

WHEREAS, Alzheimer's is the only cause of death among the top 10 in America that cannot be prevented, or cured; and

WHEREAS, one in five care contributors cut back on their own doctor visits, food and transportation because of their care responsibilities; and

WHEREAS, in 2016, the direct costs to American society of caring for those with Alzheimer's will total an estimated \$236 billion, with just under half of the costs borne by Medicare; and

WHEREAS, the Town of Fairview offers its support to those living with Alzheimer's disease, and to recognize those who cares and provides for them, sharing their loved one's emotional, physical and financial strains. We honor their compassion, remember those we have lost, and press toward the next scientific breakthrough.

NOW, THEREFORE I, Phillip Thomas, Mayor of Fairview, do hereby proclaim September 15, 2016 as

"PAINT THE TOWN PURPLE"

and for the Town of Fairview to call upon its citizens to learn more about Alzheimer's disease and to support the individuals living with this disease and their caregivers.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Phillip Thomas, Mayor

ATTEST: _____



CONSTITUTION WEEK PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Phillip Thomas by virtue of the authority vested in me as Mayor of the Town of Fairview do hereby proclaim the week of September 17 through 23, 2016 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Fairview to be affixed this seventeenth day of September in the year of our Lord two thousand sixteen.

Signed _____

SEAL Attest _____



**Town of Fairview
Regular Meeting
July 11, 2016**

The following Council members were present: Mayor Phil Thomas, John Biggers, Jerry Clontz, Bradley Purser, and Gary Wilfong.

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

Agenda Changes

None

Approval of Agenda

Bradley Purser made a motion to approve the agenda. Jerry Clontz seconded the motion. Councilmen Biggers, Clontz, Purser, and Wilfong voted yes (4-0).

Public Comments

None

Consent Agenda

- a) Accept Financial and Tax Reports as Information
- b) Accept Land Use Report as Information
- c) Accept CRTPO Report as Information
- d) Approve Council Regular Minutes for June 2, 2016

Gary Wilfong made a motion to approve the consent agenda. John Biggers seconded the motion. Councilmen Biggers, Clontz, Purser and Wilfong voted yes (4-0).

Items of Business

- A. Discuss and Approve the 2016 survey to be sent to town residents:

Council members discussed the draft survey and made changes. Jerry Clontz made a motion to approve the survey as amended. John Biggers seconded the motion. Councilmen Biggers, Clontz, Purser and Wilfong voted yes (4-0).

B. Approve Contract with Paul C. Friday, PHD with Research & Training Specialists Inc. for services rendered for 2016 Survey in the amount of \$3,158.50:

Mayor Thomas noted a wording change on the contract from Town Manager to Town Clerk. Mayor Thomas asked if Research & Training Specialists Inc. will be providing us with their return address stamp for the return envelopes. Mr. Humphries stated that they will be providing their stamp. Mayor Thomas verified that \$10,000.00 had been budgeted for the survey and stated the town will be purchasing all envelopes and postage stamps that will be used and using volunteer labor to stuff the envelopes. All responses to the survey will be mailed directly back to Dr. Friday at Research & Training Specialists Inc.

Jerry Clontz made a motion to approve the contract with Paul C. Friday, PHD with Research & Training Specialists Inc. in the amount of \$3,158.50. John Biggers seconded the motion. Bradley Purser stated he would support the approval with reservations. Councilmen Biggers, Clontz, Purser and Wilfong voted yes (4-0).

C. Discuss possible changes to town fee schedule:

Gary Wilfong stated that during a recent Council meeting he had suggested that the fees for the various permits be reviewed to determine if the Council may want to make adjustments. Mr. Humphries compared fee schedules received from six Union County municipalities to Fairview's fees and furnished the Council members with a comparison chart along with his recommended changes for their review.

Jerry Clontz made a motion to table changing any fees until the August Council meeting to give all of the members a chance to review the chart. John Biggers seconded the motion. Councilmen Biggers, Clontz, Purser and Wilfong voted yes (4-0).

D. Park Report:

Jerry Clontz stated that the first construction meeting was held July 5th at the fire department. As of July 11th equipment has been moved in and clearing has begun. The Park Committee walked the area at their Thursday night meeting and marked trees to be saved during the construction. There will be a construction meeting every third Tuesday which Mr. Clontz and Mayor Thomas will attend.

After speaking with the company that has sprayed the park site in the past, Mr. Clontz suggested that the site not be sprayed until the park construction is completed. Once the construction is completed the area currently being sprayed will need to be cleaned up of limbs and debris anyway and the money that is slated for spraying now can be used to help with the clean up.

Gary Wilfong questioned Mr. Clontz regarding park usage (i.e. scout campouts etc.). Mr. Wilfong noted that the scouts often look for community projects and cleaning and

helping to maintain the park occasionally could be a project for them. Mr. Clontz stated that the park will have an opening and closing time each day (times have yet to be determined). Any overnight campouts would have to come before the Council and be approved.

John Biggers questioned Mr. Clontz regarding who was in charge of the process of getting the road and water line for the park completed. Mr. Clontz stated that the park contractor, Eagle Wood Inc. is in charge of all of the work.

Mr. Biggers questioned the memorial items (benches, trees, bricks) that were being discussed for the park and when the information will be put out to the residents. Mr. Clontz said that it would be done before the park is completed but the Park & Rec Committee was still gathering information regarding the items at this time.

Mayor Thomas stated that Mr. Humphries would be meeting with NCDOT in Albemarle on July 14, 2016 regarding the monies that the General Assembly approved for the turn lane to make sure that all documentation is in order for the Town to receive the \$185,000.00.

Council Comments

Mayor Thomas stated that the Town Historian, Patricia Kindley has completed the town history and it is on the website. He encouraged everyone to go on the town website and check it out.

Mayor Thomas stated that the NC League of Municipalities has a prescription drug card program for small towns and since the Town of Fairview is a member of the league we have been provided with a number of the cards. Anyone that would like a prescription drug card can stop by the town office and pick up one from Teresa Gregorius, Town Clerk.

Mayor Thomas received a letter from the Humane Society of Union County regarding the services they provide and requesting the possibility of giving a presentation at one of our future Council meetings. Mayor Thomas has instructed the town clerk to respond to the letter.

Bradley Purser made a motion to adjourn. Jerry Clontz seconded the motion. Councilmen Biggers, Clontz, Purser and Wilfong voted yes (4-0).

Respectfully submitted,

Teresa Gregorius
Town Clerk

Phil Thomas
Mayor

Approved this _____ day of _____, 2016

Approve
Temporary Permit
#14-037

Renew Order granting Temporary Permit # TB14-037

for six months (new permit will expire March, 2017) in the name of Gregory Morgan, 6508 Morgan's Cove Road, Monroe, NC 28110. The permit would allow Morgan to add a manufactured home to his property (Parcel #08192012) for the purpose of caring for a relative- under Section 179 of the Fairview Lane Use Ordinance.

Town of Fairview

7400 Concord Highway Monroe NC 28110

ORDER GRANTING/~~DENYING~~ TEMPORARY PERMIT

Applicant: GREG MORGAN Application #: TP14.037

Address: 6508 MORGANS COVE ROAD
MONROE NC 28110

A request for a temporary permit (state the request) Permit Under Section 179

to allow Morgan to add a manufactured home to his property for the purpose of caring for a relative.

reviewed by the Town Administrator or his designee in accordance with provisions of Section 5.8.2 and 9.3 of the Town of Fairview Zoning Ordinance and procedures set forth by the Town Council, was (granted) (~~denied~~) on Aug 11 2014. The decision is as follows (state the reason for granting/denying the request and any conditions set forth in the decision):

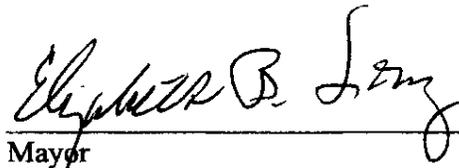
Per Land Use Ordinance

APPROVED BY COUNCIL 8/11/2014

08192012

Ed Humphries


Zoning Administrator


Mayor

Applicant, Zoning Administrator & County Building Inspector Notified 8/12/2014

Discuss

Town Fee Schedule

Union County

Tax Collection

Info



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

704-283-3848
704-283-3897 Fax

PRELIMINARY REPORT FOR FISCAL YEAR 2015-2016

TO: Town of Fairview Council Members
The Honorable Phil Thomas, Mayor

FROM: John C. Petoskey, Executive Director Tax Administration
Vann Harrell, Division Director, Revenue

CC: Darrell Baucom, Finance Officer

RE: Annual Settlement

DATE: August 3, 2016

In compliance with N.C.G.S. 105-373(a)(3), attached hereto is a report entitled "Settlement for Current Real Estate and Personal Property Taxes for Fiscal Year 2015-2016" dated August 3, 2016, setting forth my full settlement for all real and personal property taxes in my hands for collection for the fiscal year 2015-2016.

In compliance with N.C.G.S. 105-373(a)(4)(b), attached hereto is a report entitled "Fiscal Year 2015-2016 Settlement for Delinquent Real and Personal Property Taxes for Tax Year 2010 - 2014" dated August 3, 2016, setting forth my full settlement for all delinquent real and personal property taxes collected during the fiscal year 2015-2016

Any delinquent accounts will remain in the hands of the Collector for further collection activities pursuant to the North Carolina General Statutes.

Further, I hereby certify that I have made diligent efforts on behalf of the Town of Fairview to collect the taxes owed by the delinquent taxpayers in such a manner that is reasonably necessary as prescribed and allowed by law.

Respectfully Submitted,

John C. Petoskey, Tax Administrator

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of August 2016

My Commission expires:

Notary Public



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

704-283-3848
704-283-3897 Fax

**SETTLEMENT FOR CURRENT REAL AND PERSONAL PROPERTY TAXES
FOR FISCAL YEAR 2015-2016**

TO: Town of Fairview Council Members
The Honorable Phil Thomas, Mayor

FROM: John C. Petoskey, Executive Director Tax Administration
Vann Harrell, Division Director, Revenue

CC: Darrell Baucom, Finance Director

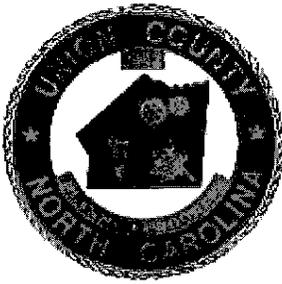
DATE: August 3, 2016

CHARGES TO TAX COLLECTOR

1.	Total amount of all taxes & late list penalties placed in the Tax Collector's hands for collection for the year:	\$	74,495.91
2.	All interest, costs, and fees collected by the Tax Collector	\$	185.48
TOTAL:		\$	74,681.39

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or received for by the proper official:	\$	73,596.12
2.	Releases allowed by the governing body:	\$	728.01
3.	The principal amount of outstanding real and personal property taxes:	\$	357.26
TOTAL:		\$	74,681.39



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

704-283-3848
704-283-3897 Fax

FISCAL YEAR 2015-2016
SETTLEMENT FOR DELINQUENT REAL AND PERSONAL PROPERTY
TAXES FOR YEAR 2010 - 2014

TO: The Town of Fairview Council Members
The Honorable Phil Thomas, Mayor

FROM: John C. Petoskey, Executive Director Tax Administration
Vann Harrell, Division Director, Revenue

CC: Darrell Baucom, Finance Director

DATE: August 3, 2016

CHARGES TO TAX COLLECTOR

1.	Total amount of delinquent taxes placed in the Tax Collector's hands for collection for this year:	\$	1,511.09
2.	All interest, costs, and fees collected by the Tax Collector	\$	77.82
	TOTAL:	\$	1,588.91

CREDITS TO TAX COLLECTOR

1.	All sums deposited by the Tax Collector to the credit Of the taxing unit or received for by the proper official:	\$	537.60
2.	Releases allowed by the governing body:	\$	84.02
3.	The principal amount outstanding ad valorem taxes:	\$	967.29
	TOTAL:	\$	1,588.91



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

704-283-3848
 704-283-3897 Fax

**FY 15-16 Breakdown of Settlement for Delinquent Real and Personal Property
 Taxes for Tax Year 2010 – 2014**

Charges to the Collector						
	Beginning Balance	Levy Added	Supplementals	Total Balance		
2014	\$ 563.02	\$ -	\$ -	\$	563.02	\$ 563.02
2013	\$ 316.33	\$ -	\$ -	\$	316.33	\$ 316.33
2012	\$ 247.21	\$ -	\$ -	\$	247.21	\$ 247.21
2011	\$ 159.08	\$ -	\$ -	\$	159.08	\$ 159.08
2010	\$ 225.45	\$ -	\$ -	\$	225.45	\$ 225.45
	\$ -	\$ -	\$ -	\$	-	\$ -
	\$ -	\$ -	\$ -	\$	-	\$ -
	\$ -	\$ -	\$ -	\$	-	\$ -
	\$ -	\$ -	\$ -	\$	-	\$ -
	\$ -	\$ -	\$ -	\$	-	\$ -
Totals	\$ 1,511.09	\$ -	\$ -	\$	-	\$ 1,511.09

Credits to the Collector							
	Sums Deposited	Releases	Writeoffs	Balance of credits to Collector		Principal amount outstanding	
2014	\$ 316.21	\$ 16.94	\$ -	\$	333.15	\$	229.87
2013	\$ 75.23	\$ 17.12	\$ -	\$	92.35	\$	223.98
2012	\$ 34.03	\$ 26.56	\$ -	\$	60.59	\$	186.62
2011	\$ 5.05	\$ 11.70	\$ -	\$	16.75	\$	142.33
2010	\$ 29.26	\$ 11.70	\$ -	\$	40.96	\$	184.49
	\$ -	\$ -	\$ -	\$	-	\$	-
	\$ -	\$ -	\$ -	\$	-	\$	-
	\$ -	\$ -	\$ -	\$	-	\$	-
	\$ -	\$ -	\$ -	\$	-	\$	-
	\$ -	\$ -	\$ -	\$	-	\$	-
Totals	\$ 459.78	\$ 84.02	\$ -	\$	543.80	\$	967.29

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

Approve NCDOT Agreement



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

July 18, 2016

TO: Mr. Ed Humphries
Town of Fairview
7400 Concord Highway
Monroe, NC 28110

FROM: Cindy Iorlano *Cindy Iorlano*
Information Processing Technician

SUBJECT: Locally Administered Project – State Contingency Agreement With
Town of Fairview
WBS Element No. 44794

Enclosed please find duplicate originals of the Locally Administered Project – State Contingency Agreement covering work to be performed under WBS Element Number 44794. Please execute these agreements by signing both originals, affixing your seal, and returning both originals **within thirty (30) days** of the date of this letter to NC Division of Highways, Attention: Cindy Iorlano, 716 West Main Street, Albemarle, NC 28001.

The Agreement verbiage has been pre-approved by the NC Attorney General's Office and is not open to modifications. If you have an issue with any of the actual **terms** of the Agreement, we will discuss those requests. However, most change requests to Agreement verbiage will either be rejected by the Raleigh Transportation Program Management office or will require approval by the Attorney General's Office, which will add a minimum of six weeks to the processing time for the Agreement.

Thank you for your assistance in this matter. Please call me at the number below if you need additional information.

Enclosures

CAI

Nothing Compares™

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
CONTINGENCY AGREEMENT**

UNION COUNTY

DATE: 7/15/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

WBS Elements: 44794

AND

TOWN OF FAIRVIEW

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Town of Fairview, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 44794 in Union County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of construction of a left turn lane on US 601 at Fairview Park and extension of 30" reinforced concrete pipe at the drive entrance. (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the Municipality requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The Municipality,

and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.

- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

 - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

- 4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

- 5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the

Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

- B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within one year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$185,000 (estimated costs are \$185,000). Costs which exceed this amount

shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.

- B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascritps/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_a087_2004/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

- D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.

- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 12. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
15. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
17. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.

20. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.
21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
21. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.
22. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
23. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the

State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Town of Fairview by authority duly given.

L.S. ATTEST:

TOWN OF FAIRVIEW

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by _____ of the Town of Fairview as attested to by the signature of _____, Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Fairview

Attention: Mr. Ed Humphries

7400 Concord Highway

Monroe, NC 28110

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

Park Report