

Agenda

Town of Fairview



Agenda Council Meeting **April 8, 2025 @ 6:30 pm**

Meeting will be in the Fairview Town Hall Meeting Room

- 1. Call the meeting to order: --- Mayor Wilfong**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Agenda Changes**
 - 4.A. Approval of Agenda
- 5. Approval of Consent Agenda:**
 - 5.A. Financial and Tax Reports--- *Report Accepted as Information (including Pending Bills documentation provided at meeting)*
 - 5.B. Land Use Report---*Report Accepted as Information*
 - 5.C. Fairview Park Facility March Draft Minutes *(No March Meeting)*
 - 5.D. Planning Board March Draft Minutes *(No March Meeting)*
 - 5.E. Approve Council Minutes for March 11, 2025
 - 5.F. Approve Resolution for Cabarrus Stanly Union Regional Hazard Mitigation Plan
 - 5.G. Approve Corrected 2025 Audit Contract with JB Watson & Co., PLLC and Authorize Mayor Wilfong to Sign

Agenda

5.H. Approve Purging Old Zoning Permits 2012-2019

5.I. Approve Update to the Town of Fairview Park Ordinance (Omitting “No Fishing”)

5.J. Approve Budget Workshop for May 13th @ 5:00 PM

6. Public Comments

7. Presentations: NONE

8. Items of Business:

8.A. Discuss Park Amphitheater Bids --- Jon Woods, Benesch

8.B. Approve Fairview Park Facility Committee Application --- Teresa Gregorius

Appoint Zack Pigg (application in packet) for a vacancy on the committee with term to expire April 2028

8.C. Discuss Gold Branch Subdivision at Mill Grove Rd/Hwy 218 Possible Annexation by Stallings --- Kerry Price

8.D. Approve Agreement with Union County to Swap Land and Purchase Utility Building at the Old Fire Department Site ---*Ed Humphries*

9. Council Comments:

10. 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.

6:52 PM

04/02/25

Accrual Basis

Town of Fairview
Balance Sheet
As of March 31, 2025

	Mar 31, 25	Mar 31, 24
ASSETS		
Current Assets		
Checking/Savings		
First National Bank	486,300.01	825,100.15
Total Checking/Savings	486,300.01	825,100.15
Other Current Assets		
Franchise Tax Receivable	29,370.52	29,411.05
Investments		
Investments NCCMT	504,251.09	1,148.34
Total Investments	504,251.09	1,148.34
Other receivables	-10,000.00	0.00
Prepaid assets	3,201.00	0.00
Sales Tax Receivable	9,490.46	8,959.45
Sales tax refund	0.00	2,006.73
Sales tax refund - Park grant	0.00	1,316.03
Taxes receivable	1,571.07	952.99
Taxes receivable - ad valorem	-651.57	-157.70
Taxes receivable - motor veh	1,350.31	1,217.10
Total Other Current Assets	538,582.88	44,853.99
Total Current Assets	1,024,882.89	869,954.14
Fixed Assets		
Accumulated Depreciation	-726,892.15	-616,754.58
Building and Improvements	1,425,017.90	1,413,376.32
Computer Equipment	8,962.00	10,073.66
Construction in Progress	42,615.27	33,455.27
Furniture and Equipment	1,698.00	1,698.00
Land	734,289.94	734,289.94
Land improvements	75,870.00	17,545.00
Park equipment	191,230.76	171,130.76
Rental House	137,436.59	137,436.59
Total Fixed Assets	1,890,228.31	1,902,250.96
TOTAL ASSETS	2,915,111.20	2,772,205.10
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	11,103.64	10,594.00
Total Accounts Payable	11,103.64	10,594.00
Other Current Liabilities		
Accrued payroll	7,939.35	4,599.02
Deferred revenue - ad valorem	1,571.66	999.37
Payroll Liabilities	114.42	105.14
Prepaid taxes	27.03	26.02
Security deposit - rental house	1,450.00	1,450.00
Total Other Current Liabilities	11,102.46	7,179.55
Total Current Liabilities	22,206.10	17,773.55
Long Term Liabilities		
Cumulative rent reserve	26,701.50	6,520.00
Note payable on park land	360,000.00	440,000.00
Total Long Term Liabilities	386,701.50	446,520.00
Total Liabilities	408,907.60	464,293.55
Equity		

4

6:52 PM

04/02/25

Accrual Basis

Town of Fairview
Balance Sheet
As of March 31, 2025

	Mar 31, 25	Mar 31, 24
Allocated equity rent reserve	-26,701.50	-6,520.00
Amount to be provided for LTD	-360,000.00	-440,000.00
Equity		
Fixed assets	1,890,228.31	1,902,250.96
Total Fund Balance	1,207,568.00	1,207,568.00
Total Equity	3,097,796.31	3,109,818.96
Retained Earnings	-135,068.46	-331,635.09
Net Income	-69,822.75	-23,752.32
Total Equity	2,506,203.60	2,307,911.55
TOTAL LIABILITIES & EQUITY	2,915,111.20	2,772,205.10

Town of Fairview
Operating Actual vs Budget
Year ended 06/30/25

	Operating	Budget	Actual Fav to Budget
Ordinary Income/Expense			
Income			
Ad Valorem taxes	121,483.00	116,000.00	5,483.00
Alcoholic beverage	0.00	14,000.00	-14,000.00
Donation	5,782.20		5,782.20
Festival income - vendors, etc	2,020.00		2,020.00
Fund balance appropriated		49,556.00	-49,556.00
Interest on delinquent taxes	547.62		547.62
Investment income	5,059.84		5,059.84
Motor vehicle taxes	11,328.40	14,000.00	-2,671.60
Rent reserve for park capital items	13,555.00	20,000.00	-6,445.00
Sales and use tax	45,104.13	57,000.00	-11,895.87
Utility Franchise taxes	94,558.30	130,000.00	-35,441.70
Zoning fees	11,600.00	17,000.00	-5,400.00
Total Income	311,038.49	417,556.00	-106,517.51
Expense			
Advertising and Promotion	223.88	1,000.00	776.12
Audit fees	10,795.00	10,000.00	-795.00
Bank Service Charges	105.81	500.00	394.19
Capital outlay - Park	3,600.00	0.00	-3,600.00
Capital outlay - Office renovation	11,427.20	12,000.00	572.80
Capital outlay - Rental house	12,500.00		
Capital outlay - Park 2	1,327.25		
Debt repayment	55,600.00	55,600.00	0.00
Dues and Subscriptions	6,118.00	6,200.00	82.00
Festival expense	10,012.89	20,000.00	9,987.11
Grants	2,000.00	3,000.00	1,000.00
Insurance Expense	9,631.00	8,200.00	-1,431.00
Internet and website	6,147.19	11,000.00	4,852.81
Legal fees	5,262.30	10,000.00	4,737.70
Miscellaneous Expense	-206.17	2,000.00	2,206.17
Office expense	24,659.36	39,000.00	14,340.64
Office utilities	5,844.05	6,500.00	655.95
Park Maintenance	31,579.41	55,000.00	23,420.59
Park Utilities	5,719.61	5,200.00	-519.61
Payroll Expenses	120,662.22	57,809.00	-62,853.22
Payroll Taxes	0.00	10,422.00	10,422.00
Planning and zoning	0.00	56,981.00	56,981.00
Professional Fees	4,000.00	7,000.00	3,000.00
Rental house repairs, etc	1,823.34	2,000.00	176.66
Salaries - Park	0.00	21,444.00	21,444.00
Solid Waste Manage cost share	0.00	8,000.00	8,000.00
Tax collection fees	1,755.50	2,200.00	444.50
Telephone Expense	394.83	1,000.00	605.17

6

Town of Fairview
Operating Actual vs Budget
Year ended 06/30/25

	<u>Operating</u>	<u>Budget</u>	<u>to Budget</u>
Training expense	0.00	500.00	500.00
Travel expense	0.00	0.00	0.00
Zoning administration	5,984.96	5,000.00	-984.96
Total Expense	<u>336,967.63</u>	<u>417,556.00</u>	80,588.37
Net Ordinary Income	<u>-25,929.14</u>	0.00	-25,929.14
Net Income	<u><u>-25,929.14</u></u>		

6:54 PM

04/02/25

Accrual Basis

Town of Fairview
Transactions by Account
As of March 31, 2025

Type	Date	Num	Name	Memo	Debit	Credit	Balance
First National Bank							471,414.45
Deposit	03/03/2025			Deposit	1,454.95		472,869.40
Deposit	03/04/2025			Deposit	100.00		472,969.40
Deposit	03/06/2025			Deposit	75.00		473,044.40
Deposit	03/10/2025			Deposit	3,415.76		476,460.16
Bill Pmt -Check	03/10/2025	104785	Alfred Benesch & Co...	Bidding for amphitheater		1,176.26	475,283.90
Bill Pmt -Check	03/10/2025	104786	CompuNetworkld			1,366.29	473,917.61
Bill Pmt -Check	03/10/2025	104787	Cox Law Firm, PLLC	Legal bills		135.00	473,782.61
Bill Pmt -Check	03/10/2025	104788	Ed Humphries	Phone reimbursement		43.67	473,738.74
Bill Pmt -Check	03/10/2025	104789	EZ Task Com Inc.	Titanium Website 25-26		2,150.00	471,588.74
Bill Pmt -Check	03/10/2025	104790	Heat and Air Direct b...	Repairs		125.00	471,463.74
Bill Pmt -Check	03/10/2025	104791	Lancaster News, Pa...			124.38	471,339.36
Bill Pmt -Check	03/10/2025	104792	N Focus	Zoning compliance		1,170.83	470,168.53
Bill Pmt -Check	03/10/2025	104793	Taylor's Landscapin...	Lawn maintenance		3,458.33	466,710.20
Bill Pmt -Check	03/10/2025	104794	Taylor Stegall	Cleaning		100.00	466,610.20
Bill Pmt -Check	03/10/2025	104795	Union County Public ...			210.37	466,399.83
Bill Pmt -Check	03/10/2025	104796	Union County	Critical Intersection Design		4,000.00	462,399.83
Paycheck	03/10/2025	104797	Darrell H. Baucom			643.20	461,756.63
Paycheck	03/10/2025	104803	Michael L. Starnes			1,595.31	460,161.32
Paycheck	03/10/2025	104805	Spencer L. Thomas			858.76	459,302.56
Paycheck	03/10/2025	104807	Teresa Gregorius			1,331.65	457,970.91
Paycheck	03/10/2025	104798	David M Link			138.52	457,832.39
Paycheck	03/10/2025	104799	Edward D Humphries			2,518.15	455,314.24
Paycheck	03/10/2025	104800	Gary H Wilfong			184.70	455,129.54
Paycheck	03/10/2025	104801	John A Biggers, Jr.			138.52	454,991.02
Paycheck	03/10/2025	104802	Kerry K Price			138.52	454,852.50
Paycheck	03/10/2025	104804	Patricia H. Kindley			138.52	454,713.98
Paycheck	03/10/2025	104806	Tania Hernandez Vir...			726.71	453,987.27
Deposit	03/10/2025			Deposit	100.00		454,087.27
Liability Check	03/11/2025	To Print	IRS	55-0789092		3,452.28	450,634.99
Liability Check	03/11/2025	To Print	NC Dept of Revenue	600391020		302.00	450,332.99
Bill Pmt -Check	03/11/2025	104808	Lancaster News, Pa...	advertising for bids		84.58	450,248.41
Bill Pmt -Check	03/11/2025	104809	N Focus	Zoning compliance for Feb		554.06	449,694.35
Check	03/11/2025	104810	FNB Commercial Cr...	credit card payment		525.31	449,169.04
Deposit	03/12/2025			Deposit	275.00		449,444.04
Deposit	03/12/2025			Deposit	100.00		449,544.04
Deposit	03/12/2025			Deposit	29,944.31		479,488.35
Deposit	03/12/2025			Deposit	5,710.36		485,198.71
Deposit	03/13/2025			Deposit	150.00		485,348.71
Deposit	03/16/2025			Deposit	75.00		485,423.71
Check	03/17/2025	Draft	Duke Energy	Office utilities		590.12	484,833.59
Check	03/17/2025	Draft	Duke Energy	Park Utilities		479.25	484,354.34
Deposit	03/18/2025			Deposit	100.00		484,454.34
Deposit	03/18/2025			Deposit	325.00		484,779.34
Check	03/19/2025	Draft	Spectrum	Spectrum Enterprise		250.00	484,529.34
Deposit	03/19/2025			Deposit	75.00		484,604.34
Deposit	03/20/2025			Deposit	50.00		484,654.34
Deposit	03/24/2025			Deposit	1,295.67		485,950.01
Deposit	03/25/2025			Deposit	275.00		486,225.01
Deposit	03/28/2025			Deposit	75.00		486,300.01
Total First National Bank					43,596.05	28,710.49	486,300.01
TOTAL					43,596.05	28,710.49	486,300.01



6:53 PM

04/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
 July 2024 through June 2025

Type	Date	Num	Adj	Name	Memo	Debit	Credit	Balance
Park Maintenance								
Bill	07/25/2024	07252...		Gary Wilfong	Supplies from Lowes	624.70		624.70
Bill	07/26/2024	1701		Taylor's Landscaping Serv...	Lawn care	2,933.33		3,558.03
Bill	08/06/2024	08062...		Gary Wilfong	Park supplies	36.96		3,594.99
Check	08/13/2024	104581		FNB Commercial Credit C...	Payment on credit card	1,003.16		4,598.15
Bill	09/03/2024	1722		Taylor's Landscaping Serv...	Lawn care	2,933.33		7,531.48
Check	09/10/2024	104610		FNB Commercial Credit C...		679.29		8,210.77
Bill	10/01/2024	1724		Taylor's Landscaping Serv...	Monthly lawn care	2,933.33		11,144.10
Check	10/08/2024	104636		Love Plumbing and Air Co...	Repair urinal at Park	747.21		11,891.31
Check	10/15/2024	104648		FNB Commercial Credit C...	Mulch = 1,939.90	2,011.64		13,902.95
Bill	10/28/2024	1736		Taylor's Landscaping Serv...	Lawn maintenance	2,933.33		16,836.28
Check	11/12/2024	104672		FNB Commercial Credit C...	Mostly mulch	2,002.53		18,838.81
Bill	12/02/2024	1754		Taylor's Landscaping Serv...	Lawn care	2,933.33		21,772.14
Bill	12/16/2024	958071		AMLDCO Inc.	Evaluate water lines	104.95		21,877.09
Bill	01/01/2025	4760		FNB Commercial Credit C...	Payment on credit card	125.98		22,003.07
Bill	01/02/2025	01022...		Brown Creek Graphics LLC	Logo on Kubota tracker	69.55		22,072.62
Bill	01/02/2025	1756		Taylor's Landscaping Serv...	Mowing	2,933.33		25,005.95
Bill	01/11/2025	3648		Medlin Electric Company, ...	GFIC outlet repair	206.80		25,212.75
Bill	02/03/2025	1767		Taylor's Landscaping Serv...	Park and office lawn care	2,933.33		28,146.08
Bill	03/03/2025	1772		Taylor's Landscaping Serv...	Lawn maintenance	2,933.33		31,079.41
Bill	03/27/2025	EL#860		Brian C. Austin	Park repairs	500.00		31,579.41
Total Park Maintenance						31,579.41	0.00	31,579.41
TOTAL						31,579.41	0.00	31,579.41

9

6:54 PM

04/02/25

Accrual Basis

Town of Fairview Transaction Detail By Account

July 2024 through June 2025

Type	Date	Num	Adj	Name	Memo	Debit	Credit	Balance
Festival expense								
Check	10/08/2024	104638		Signs Now	Advertising for Festival	91.10		91.10
Check	10/08/2024	104639		Brian Minor	Parking for festival	500.00		591.10
Check	10/08/2024	104640		Todd Donaldson	Festival driver	140.00		731.10
Check	10/08/2024	104641		Grier Donaldson	Festival driver	140.00		871.10
Check	10/08/2024	104642		Jimmy Huntley	Festival DJ	300.00		1,171.10
Check	10/08/2024	104643		Union County Tractor Club	Festival parking	300.00		1,471.10
Check	10/08/2024	104644		Theresa Donaldson	Face painting	300.00		1,771.10
Check	10/15/2024	104648		FNB Commercial Credit Card	Credit card payment	189.77		1,960.87
Check	10/31/2024	104651		Brian Minor	Parking for festival	250.00		2,210.87
Check	11/12/2024	104672		FNB Commercial Credit Card	Credit card payment	1,930.49		4,141.36
Bill	11/15/2024	I-10654		Signs Now	Banners for festival	42.70		4,184.06
Bill	12/01/2024	4760		FNB Commercial Credit Card	Credit card bill	419.60		4,603.66
Check	12/10/2024	104706		Beth Greene	Festival - Grinch	250.00		4,853.66
Check	12/10/2024	104707		Brian Minor	Festival - Parking	500.00		5,353.66
Check	12/10/2024	104708		Jeff Campagna	Festival - Santa	250.00		5,603.66
Check	12/10/2024	104709		Jimmy Huntley	Festival - DJ	350.00		5,953.66
Bill	12/17/2024	12172...		Allison Plyler	Festival expenses	141.52		6,095.18
Bill	12/19/2024	12192...		John Biggers	Festival expenses	467.07		6,562.25
Bill	12/24/2024	12242...		American Legion Post 535	Advertising for Winter festival	500.00		7,062.25
Bill	01/01/2025	4760		FNB Commercial Credit Card	Payment on credit card	1,213.20		8,275.45
Bill	01/02/2025	01022...		Grier Donaldson	Festival help	80.00		8,355.45
Bill	01/02/2025	01022...		Todd Donaldson	Festival help	120.00		8,475.45
Bill	01/02/2025	01022...		Beth Greene	Festival help	150.00		8,625.45
Check	01/14/2025	105259		Ron Thomas	Expense reimbursement	26.63		8,652.08
Check	01/14/2025	105260		Garrett Cox	Festival labor	590.00		9,242.08
Check	01/14/2025	105261		Ronald Thomas	Festival labor	590.00		9,832.08
Check	01/14/2025	105262		Signs Now	Advertising	134.64		9,966.72
Check	02/03/2025	104764		Joshua H Presley	Replace lost check 104412	46.17		10,012.89
Total Festival expense						10,012.89	0.00	10,012.89
TOTAL						10,012.89	0.00	10,012.89

10

6:54 PM

04/02/25

Accrual Basis

Town of Fairview
Transaction Detail By Account
 July 2024 through June 2025

Type	Date	Num	Adj	Name	Memo	Debit	Credit	Balance
Office expense								
Bill	07/08/2024	07082...		Perry Laney Septic Tank	pump septic tank	300.00		300.00
Bill	07/09/2024	07092...		Teresa Clontz	Cleaning town hall	100.00		400.00
Bill	07/16/2024	07162...		William L. Davis Jr.	Deposit on painting job	1,800.00		2,200.00
Bill	07/19/2024	07192...		Perry Laney Septic Tank	Pump septic tank	300.00		2,500.00
Bill	07/22/2024	07222...		Taylor Stegall	Cleaning	100.00		2,600.00
Check	07/25/2024	Draft		Great American Financial Services	Copier lease	178.11		2,778.11
Bill	07/26/2024	1701		Taylor's Landscaping Services Inc.	Lawn care	525.00		3,303.11
Check	07/31/2024	Draft		Great American Financial Services	Copier	178.11		3,481.22
Bill	07/31/2024	07312...		Teresa Clontz	Cleaning	100.00		3,581.22
Bill	08/01/2024	21997		Byrum Heating & AC, Inc.	HVAC repair	185.48		3,766.70
Bill	08/02/2024	08022...		Perry Laney Septic Tank	Pump septic tank	300.00		4,066.70
Check	08/13/2024	104581		FNB Commercial Credit Card	Payment on credit card	2,508.05		6,574.75
Bill	08/16/2024	2553820		Great American Financial Services	Copier purchase	684.36		7,259.11
Bill	08/19/2024	08192...		Perry Laney Septic Tank	Pump septic tank	300.00		7,559.11
Bill	08/22/2024	08222...		Patricia Kindley	Reimburse for gift cards	50.00		7,609.11
Bill	08/25/2024	08252...		William L. Davis Jr.	Advance on painting contract	800.00		8,409.11
Bill	08/27/2024	08272...		Taylor Stegall	Cleaning Town Hall	100.00		8,509.11
Bill	08/28/2024	08282...		Perry Laney Septic Tank	Pump septic tank	300.00		8,809.11
Bill	08/29/2024	5724335		Killingsworth Environmental	Pest control	150.94		8,960.05
Bill	09/03/2024	1722		Taylor's Landscaping Services Inc.	Lawn care	525.00		9,485.05
Bill	09/10/2024	09102...		Teresa Clontz	Clean Town Hall	100.00		9,585.05
Check	09/10/2024	104610		FNB Commercial Credit Card		204.78		9,789.83
Bill	09/17/2024	24396		Brown Creek Graphics LLC	ACM with 3M graphics	160.50		9,950.33
Bill	09/23/2024	09232...		Taylor Stegall	Cleaning	100.00		10,050.33
Check	09/25/2024	Draft		Great American Financial Services	Copier rental	0.00		10,050.33
Bill	10/01/2024	10012...		Union County Register of Deeds	Sanders property	26.00		10,076.33
Bill	10/01/2024	1724		Taylor's Landscaping Services Inc.	Monthly lawn care	525.00		10,601.33
Bill	10/03/2024	10032...		Ed Humphries	Reimbursement of expenses	5.58		10,606.91
Bill	10/07/2024	10072...		Teresa Clontz	Cleaning	100.00		10,706.91
Check	10/15/2024	104647		William L. Davis Jr.	Final payment on painting	2,900.00		13,606.91
Check	10/15/2024	104648		FNB Commercial Credit Card	Credit card payment	306.09		13,913.00
Check	10/16/2024	104646		Killingsworth Environmental	Pest control	150.94		14,063.94
Check	10/17/2024	104650		Love Plumbing and Air Conditionin...	Invoice PR29538	388.34		14,452.28
Bill	10/17/2024	10172...		Taylor Stegall	Cleaning	100.00		14,552.28
Bill	10/22/2024	10222...		Taylor Stegall	cleaning	100.00		14,652.28
Bill	10/28/2024	1736		Taylor's Landscaping Services Inc.	Lawn maintenance	525.00		15,177.28
Bill	10/28/2024	AR161...		Vision Office Systems, Inc.	Copier	168.20		15,345.48
Bill	10/30/2024	10302...		Taylor Stegall	cleaning	100.00		15,445.48
Check	11/12/2024	104670		Taylor Stegall	Cleaning after election use	100.00		15,545.48
Check	11/12/2024	104671		Byrum Heating & AC, Inc.	Repair HVAC	205.49		15,750.97
Check	11/12/2024	104672		FNB Commercial Credit Card	Credit card payment	517.09		16,268.06
Bill	11/25/2024	11252...		Taylor Stegall	Cleaning	100.00		16,368.06
Bill	11/30/2024	AR162...		Vision Office Systems, Inc.	Copier charges	122.76		16,490.82
Bill	12/01/2024	4760		FNB Commercial Credit Card	Credit card bill	245.76		16,736.58
Bill	12/02/2024	1754		Taylor's Landscaping Services Inc.	Lawn care	525.00		17,261.58
Bill	12/08/2024	12082...		Patricia Kindley	Reimburse	45.00		17,306.58
Bill	12/09/2024	12092...		Taylor Stegall	Cleaning	100.00		17,406.58
Check	12/12/2024	Draft		Deluxe Business Forms	1,000 checks	517.64		17,924.22
Bill	12/16/2024	958071		AMLDCO Inc.	Evaluate water lines	104.95		18,029.17
Bill	12/17/2024	6004061		Killingsworth Environmental	Pest control	150.94		18,180.11
Bill	12/22/2024	12222...		Taylor Stegall	Cleaning	100.00		18,280.11
Bill	01/01/2025	4760		FNB Commercial Credit Card	Payment on credit card	246.32		18,526.43
Bill	01/02/2025	01022...		Ed Humphries	Expense reimbursement	52.55		18,578.98
Bill	01/02/2025	1756		Taylor's Landscaping Services Inc.	Mowing	525.00		19,103.98
Bill	01/06/2025	10062...		Taylor Stegall	cleaning	100.00		19,203.98
Bill	01/13/2025	01132...		Darrell H. Baucom	Reimbursement of software e...	1,754.48		20,958.46
Bill	01/14/2025	KW832		Heat and Air Direct by Special T En...	HVAC Service	160.00		21,118.46
Bill	01/20/2025	01202...		Taylor Stegall	Cleaning office	100.00		21,218.46
Bill	01/21/2025	01212...		Union County Register of Deeds	Rodd Price	26.00		21,244.46
Bill	02/03/2025	1767		Taylor's Landscaping Services Inc.	Park and office lawn care	525.00		21,769.46
Bill	02/04/2025	02042...		Taylor Stegall	Cleaning office	100.00		21,869.46
Check	02/11/2025	104784		FNB Commercial Credit Card	Credit card payment	1,414.59		23,284.05
Bill	02/18/2025	RT2413		Heat and Air Direct by Special T En...	Repairs	125.00		23,409.05
Bill	03/03/2025	1772		Taylor's Landscaping Services Inc.	Lawn maintenance	525.00		23,934.05
Bill	03/04/2025	03042...		Taylor Stegall	Cleaning	100.00		24,034.05
Check	03/11/2025	104810		FNB Commercial Credit Card	credit card payment	525.31		24,559.36
Bill	03/18/2025	03182...		Taylor Stegall	Cleaning	100.00		24,659.36
Total Office expense						24,659.36	0.00	24,659.36
TOTAL						24,659.36	0.00	24,659.36

11

12

[illegible]

Town of Fairview



Town of Fairview Regular Council Meeting March 11, 2025 @ 6:30 pm

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

The following Council members were present: Mayor Gary Wilfong, John Biggers, Patricia Kindley, and Kerry Price. Absent: David Link

Others present: Darrell Baucom, Financial Officer; Ed Humphries, Land Use Administrator; Teresa Gregorius, Town Clerk and Spencer Cox, Administrative Assistant

2. Invocation

3. Pledge of Allegiance

4. Agenda Changes/Approval of Agenda

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

5. Approval of Consent Agenda:

- 5.A. Financial and Tax Reports--- *Report Accepted as Information*
- 5.B. Land Use Report---*Report Accepted as Information*
- 5.C. Fairview Park Facility February Draft Minutes (*No February Meeting*)
- 5.D. Planning Board February Draft Minutes (*No February Meeting*)
- 5.E. Approve Council Minutes for February 11, 2025
- 5.F. Approve Council Retreat Minutes for January 25, 2025
- 5.G. Approve Resolution in Support of Local and Statewide Legislation Concerning Local Government Zoning Control and Session Law 2024-57 (S.B. 382)
- 5.H. Approve 2025 Audit Contract with JB Watson & Co., PLLC and Authorize Mayor Wilfong to Sign

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

6. Public Comments: None

7. Presentations: None

8. Items of Business:

8.A. Discuss Town of Fairview Park Rules

Teresa Gregorius presented the verbiage change in the Fairview Park Rules regarding fishing in the park pond as follows:

"Fishing in the Park Pond is permitted with an NC Wildlife Fishing License for anyone 16 years or older. Persons under the age of 16 are required to be accompanied by an adult with an NC Wildlife Fishing License."

The Council discussed and decided to open fishing at the pond on May 1st.

Kerry Price made a motion to update the Fairview Park Rules to include the verbiage above and open pond for fishing on May 1st. John Biggers seconded the motion. Council members Biggers, Kindley, and Price voted yes (3-0).

9. Council Comments:

Spencer Cox reported that the bookmobile will be coming to the park once a month starting May 7th from 1:00 – 3:00 PM. The Easter Egg Hunt will be April 5th from 10:00 AM – 12:00.

The Mayor reported that he and Kerry Price attended the March 3rd Union County Commission meeting that included the public hearing for the Gold Branch Over 55 Community zoning request. No decision was made. The Mayor and Ed Humphries attended the March 5th ZOOM Criterical Intersection meeting regarding the NC 218/Indian Trail Fairview Road intersection design.

10. Adjournment

Kerry Price made a motion to adjourn. Patricia Kindley seconded the motion. Council members Biggers, Kindley, and Price voted yes (3-0).

Respectfully submitted,

Teresa Gregorius
Town Clerk

Gary Wilfong
Mayor

Approved this _____ day of _____, 2025

14



RESOLUTION
ADOPTING THE CABARRUS STANLY UNION
REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Union County/Town of Fairview are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Union County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Union County/Town of Fairview has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Union County/Town of Fairview to fulfill this obligation in order that the County will be eligible for federal and

state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Town Council of the Town of Fairview hereby:

1. Adopts the Cabarrus Stanly Union Regional Hazard Mitigation Plan.
2. Vests Union County Emergency Management with responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Union County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Union County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 8th day of April, 2025.

Gary Wilfong, Mayor
Town of Fairview

Attest:

Tereas Gregorius
Town Clerk

Certified by: _____ (SEAL)

Date: _____

Teresa Gregorius

From: Deneal Bennett <dbennett@jbwandco.com>
Sent: Thursday, March 20, 2025 3:53 PM
To: dbaucom4@carolina.rr.com; Ed Humphries; Teresa Gregorius
Subject: correction to 2025 audit contract

Good afternoon,

I have made a mistake with the 2025 audit contract Fairview just approved. LGC now requires the contract to have a not to exceed amount. I miscalculated the not to exceed amount by \$3,500. We assume Fairview will only need a Yellow Book audit and will not be subject to a Single Audit for FYE 6/30/26. We still have to put an amount on the contract for a charge per major program if a Single Audit is required. Our fee per major program this year is \$3,500. I failed to include the \$3,500 in the not to exceed amount. Terri Smith with LGC caught it when processing the contract today. We need to update page 7 of the contract and have the Board re-approve the audit contract. When is your next meeting? I will re-date everything and send it back to you for the Board's approval. I apologize for this confusion. I'm still learning how to calculate this not to exceed amount to satisfy LGC. If you'll just let me know your next meeting date, I'll redo everything and send it to you.

Thanks,
Deneal

Deneal H. Bennett, CPA

J.B. Watson & Co., PLLC

Phone: 704.694.5174

Fax: 704.694.6970

Mobile: 704.465.8323

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When addressed to our clients, any opinions or advice contained in this email are subject to the terms and conditions expressed in the governing client engagement letter.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Darrell H. Baucom, CPA

Finance Officer

dbaucom@fairviewnc.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Fairview, NC
Audit Fee (financial and compliance if applicable)	\$ 6,250
Fee per Major Program (if not included above)	\$ 3,500
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 3,500
All Other Non-Attest Services	\$ 150/hour
TOTAL AMOUNT NOT TO EXCEED	\$ 16,000
Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
J.B. Watson & Co., P.L.L.C.	
Authorized Firm Representative (typed or printed)*	Signature*
Deneal H. Bennett, CPA	<i>Deneal H. Bennett, CPA</i>
Date*	Email Address*
04/08/25	dbennett@jbwandco.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Fairview, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	04/08/25
Mayor/Chairperson (typed or printed)*	Signature*
Gary Wilfong, Mayor	
Date	Email Address*
04/08/25	gwilfong@fairviewnc.gov

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 16,000
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Darrell H. Baucom, CPA	
Date of Pre-Audit Certificate*	Email Address*
04/08/25	dbaucom@fairviewnc.gov

TOWN OF FAIRVIEW PARK ORDINANCE

Whereas, the Town of Fairview wishes to establish rules and regulations within the Town owned park to protect the public health, safety and welfare;

NOW THEREFORE be it ordained by the Town Council of the Town of Fairview as follows:

Section 1. Hours – The Park will be opened every day with hours decided on by the Town Council. No person shall be in the park prior to or after these hours unless authorized by the Town Council.

Section 2. Regulations – The following activities are prohibited in the park unless Specifically authorized by the Fairview Town Council:

- (a) No smoking;
- (b) The use, sale, possession or consumption of alcoholic beverages, illegal controlled substances, drugs, or fireworks;
- (c) The possession, use, open carry or discharge of any type of firearm, air gun, paint ball gun or other weapon. Sworn law enforcement officers are exempt;
- (d) The use of skateboards;
- (e) The lighting or use of any fire except in the grills or other places specifically authorized by the Fairview Town Council;
- (f) Animals owned or controlled unless the animal is on a leash. Animals even on a leash are not permitted in the playground area or other areas where there are people. All animal droppings shall be bagged and put in the designated receptacles;
- (g) Horses, ponies or petting zoos without a special permit;
- (h) Hunting or trapping of any animal;
- (i) Swimming or wading in the pond;
- (j) The use of bounce houses or inflatable slides or activities unless authorized by the Fairview Town Council;
- (k) The use or operation of any model airplane, boat, motor vehicle, drone or other motorized model device including radio controlled devices or hot air balloon unless authorized by the Fairview Town Council;
- (l) The cutting, defacing or injury of any tree, shrub, or park property;
- (m) The distribution or posting of any material, circulars, or other written material without authorization of the Fairview Town Council.

Section 3. Picnic Shelter Use:
The Picnic Shelter shall be used in accordance with the rules and regulations as established by the Park & Rec Committee and approved by the Town Council.

Section 4. Town Liability:

The Town of Fairview is not responsible for any injury or damage to any person, animal or equipment being used in the park. All persons using the park do so at their own risk.

Section 5. Rules and Regulations:

All persons shall obey all posted regulations, signs and directions approved by the Fairview Town Council.

Section 6. If any provision of this Ordinance is adjudged invalid, such invalidity shall not affect the validity of this Ordinance as a whole or any part thereof not adjudged invalid.

Section 7. Penalty:

Violations of this Ordinance shall constitute a Class 3 misdemeanor pursuant to North Carolina General Statutes punishable by a fine of up to \$500.00 and imprisonment at the discretion of the Court. Each day that the violation continues shall be considered a separate offense.

This Ordinance shall take effect and be in force from and after the date of its adoption.

So ordained this 12th day of March, 2018

Town of Fairview:

By: _____
Mayor

Attest: _____
Town Clerk

Amended May 14, 2019

Amended April 8, 2025

Discuss Park Amphitheater Bids

Fairview Park Amphitheater Site Improvements
Fairview, NC

3/18/25 @ 2:00 pm

Fairview Town Office - Council Chambers

Bid for Single Prime Contract

Benesch

Contractor	NC License No.	Bid Proposal Form & Signatures	Bidder Information Sheet	Bond Forms	MWBE Docs Good Faith Efforts	E-Verify Declaration	Addendum 1	Base Bid	Contingency - 8% of Base Bid	Total Bid = (Base Bid + Contingency)
Rushing Contracting Group, Inc.	85622	✓	✓	✓	✓	✓	✓	\$245,932.00	\$19,674.56	\$265,606.56
KO & Company Contracting LLC	79701	✓	✓	✓	✓	x	✓	\$279,890.00	\$22,391.20	\$302,281.20
Eagle Wood, Inc.	12347	✓	✓	✓	✓	✓	✓	\$275,600.00	\$22,048.00	\$297,648.00
Hoss Contracting, Inc.	77611	✓	✓	✓	✓	✓	✓	\$302,500.00	\$24,200.00	\$326,700.00
Holden Building Company, Inc.	68119	✓	✓	✓	✓	✓	✓	\$336,000.00	\$26,880.00	\$362,880.00

I hereby acknowledge that this is a true and accurate tabulation of bids received in the Council Chambers, Fairview Town Office for Fairview Park Amphitheater Site Improvements on March 18, 2025 at 2:00 P.M.



Jon Wood, PLA CLARB
 Benesch
 2359 Perimeter Pointe Parkway, Suite 350
 Charlotte, NC 28208

Approve Park Facility Committee Application



TOWN OF FAIRVIEW

Nomination for appointment to:
(check one)

- ☒ Planning Board ☒ Fairview Park Facility Committee
☐ Board of Adjustment

Name: Zack Pigg Date: 3/11/25

Home Address: 1811 Old Fish Rd Monroe, NC 28110

Work Address: 1811 Old Fish Rd Monroe, NC 28110

Home Phone: 704-604-0695 Work Phone: 704-604-0695

Email Address: rzpigg837@gmail.com

Please list any government or non-profit board, committee or commission on which you currently serve: None

Please list any particular experience or education which you feel qualifies you for the position: Assurance Building piedmont rec parks, operations & management of multiple businesses

Faithful attendance at board meetings is a requirement. Would you be able to commit to this requirement? Yes

Board, Committee or Commission appointments require that the individual be a current Town of Fairview resident.

I have been a resident of the Town of Fairview for 10+ years.

Zack Pigg
Signature of Applicant

Please return this form to:

Town Clerk
Town of Fairview
7516 Concord Highway
Monroe NC 28110
tgregorius@fairviewnc.gov

Discuss Gold Branch Subdivision in Union County

Approve
Agreement with
Union County
RE: Old Fire
Department
Property

So here is what I can tell:

The Fire Department owned 1.006 acres. In 2017 the Town deeded .378 acres, but instead of obtaining and inserting a legal description into the deed for the .378 acres, it references all the 1.384 acres shown in plat cabinet N file 687 and it does have a reverter clause. However, the Fire Department already owned the 1 acre parcel by a deed recorded in 1967 by the Haiglers to the Fairview Fire Prevention Association, Inc., so we cannot deed to the FD property that they already own.

So the only property that is subject to the reverter is the $1.384 - 1.006 = .378$ acres.

Kelly's agreement has the County buying 1.386 acres in total and Fairview conveying all their interest in Plat One – parcel 08-189-030 to that the County will now have .801 acres and the Town will have .585 acres which equals the 1.386 acres total. Union is deeding .207 acres to us in the swap as we already own the .378 but the lines are adjusted so that the metal building will be entirely in our parcel. So it makes sense to me now that money is exchanging hands as we are getting additional property and the building.

Does that make sense?

Melanie Cox
Attorney
NCDRC Certified Family Financial Mediator



400 N. Broome Street, Suite 100
P.O. Box 178
Waxhaw, NC 28173
Telephone: (704) 243-9693
Fax: (980) 729-5020
Email: melanie@coxlawfirm.com

NORTH CAROLINA

UNION COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT ("Agreement"), is by and between UNION COUNTY, a political subdivision of the State of North Carolina (hereinafter "Union"), and THE TOWN OF FAIRVIEW (hereinafter "Fairview"), (collectively the "Parties").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Terms and Definitions. The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Property"**: All of those parcels or tracts of real property located in Fairview in Union County, North Carolina, consisting of approximately 1.386 acres in total, the parcel being owned by Fairview Fire and Rescue Association, f/k/a Fairview Fire Prevention Association, Inc., and described in Deed Book 209, Page 185, and Deed Book 6982, Book 75, Union County Registry, further identified as tax parcel number 08-189-030. Fairview has a reverter interest in the Property, as described in Deed Book 6982, Book 75, Union County Registry ("Reverter"). The Property is further identified on an attached Recombination Plat by Lawrence Associates dated January 24, 2025 ("Plat"). Except as otherwise set forth herein, the term "Property" shall include all buildings and improvements thereon and all fixtures and appurtenances thereto.
- (b) **Survey**. Either party shall have the right, at their own expense, to obtain a boundary and physical survey (the "Survey") of the Property to be prepared by a registered land surveyor for the purpose of determining the exact legal description of the Property conveyed. In the event the Survey reveals anything which materially and adversely affects the Property, then either party may by written notice terminate this Agreement.
- (c) **"Purchase Price"** shall mean the sum of Thirty Thousand Dollars (\$30,000) to be paid to Union from Fairview in full at Closing.
- (d) **"Settlement"** shall mean the proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Agreement, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.
- (e) **"Closing"** shall mean the completion of the legal process which results in the transfer of title to the Property described herein, which includes the following steps: (1) the Settlement (as defined above); (2) completion of a satisfactory title update to the Property following Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county register of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon closing, the proceeds of sale

shall be disbursed by the closing attorney in accordance with the settlement statement and provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed.

(f) **"Agreement Date"** means the date this Agreement has been fully executed by both Parties.

(g) **Fairview's Notice Address** shall be as follows:

Town of Fairview
7516 Concord Highway
Monroe, NC 28110

(h) **Union's Notice Address** shall be as follows:

Union County
c/o Brian Matthews, Union County Manager
500 N. Main Street, Suite 913
Monroe, NC 28112

Section 2. Sale of Property and Payment of Purchase Price. Fairview agrees to convey their Reverter to Union and otherwise convey all of their interest in the parcel identified on the Plat as 0.801 acres, PIN 08-189-030 ("Parcel 1") to Union. Parcel 1 shall be conveyed full and clear of any Reverter interest by Fairview. Fairview will execute a Non-Warranty Deed or any document necessary to extinguish their Reverter for Parcel 1.

Union agrees to convey by Special Warranty Deed to Fairview all their interest in the parcel identified on the Plat as 0.585 acres ("Parcel 2"). As identified on the Plat, Parcel 2 is to be combined with current parcel 08-189-031C.

Settlement and Closing shall occur no later than June 1, 2025 ("Closing date"), unless otherwise agreed to in writing by the Parties.

Section 3. Termination of Agreement. This Agreement shall terminate upon the occurrence of the first of the following events:

- (a) Failure of Union to purchase the Property from Fairview Fire and Rescue Association. The Closing shall be contingent on Union's purchase of the Property.
- (b) Upon failure of either Party to obtain all governmental or administrative approvals including approval of its governing body or failure to obtain funding approval.

Section 4. Deliveries. Parties agree to use best efforts to deliver as soon as reasonably possible after the Agreement Date copies of all information relating to the Property in possession of or available to the other, including, but not limited to: title insurance policies, surveys, and copies of all presently effective warranties or service contracts related to the Property.

Section 5. Evidence of Title. Parties agree to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances, and defects of title other than matters of record existing as of the Agreement Date that are not objected to prior to the Closing date. Other than the purchase documents between Union and Fairview Fire and Rescue Association for the purchase of the Property, Parties shall not enter into or record any instrument that affects the Property after the Agreement Date without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6. Conditions. This Agreement and the rights and obligations of the Parties under this Agreement are hereby made expressly conditioned upon fulfillment of the following conditions:

- (a) **Title Examination.** After the Agreement Date, Parties shall, at their expense, cause a title examination to be made of the Property prior to the Closing date. In the event such title examination shall show that title is not fee simple marketable and insurable, then the party shall promptly notify the other party in writing of all such title defects and exceptions, in no case later than ten (10) days prior to the Closing date. Party with defect in title shall have thirty (30) days to cure said noted defects. If party does not cure the defects or objects within thirty (30) days of the notice thereof, then other party may terminate this Agreement.
- (b) **Same Condition.** If the Property is not in substantially the same condition at Closing as the date of the offer, then either party may (i) terminate this Agreement; or (ii) proceed to Closing whereupon defaulting party shall be entitled to receive, in addition to the Property, any of insurance proceeds payable on account of the damage or destruction applicable to the Property.

Section 7. Closing. At Closing as defined above, unless otherwise articulated in this Agreement, Parties shall convey a special warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including, without limitation, a bill of sale for any personalty, an owner's affidavit, lien waiver forms, and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Fairview shall pay to Union the Purchase Price. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 8. Delay in Settlement/Closing. Absent agreement to the contrary in the Agreement or any subsequent modification thereto, if a party is unable to complete Settlement by the Closing date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Closing date ("Non-Delaying Party") then the Delaying Party shall give a much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the Parties fail to complete Settlement and Closing within fourteen (14) days of the Closing date (including any amended Closing date agreed to in writing by the Parties) or to otherwise extend the Closing Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Agreement and

shall be entitled to enforce any remedies available to such party under this Agreement for the breach.

Section 9. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given or received on the date delivered in person or deposited in the United States Mail, registered or certified, return receipt requested, to the address set out hereinabove as to Union and as to Fairview, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 10. Entire Agreement. This Agreement constitutes the sole and entire agreement among the Parties and no modification of this Agreement shall be binding unless in writing or signed by all Parties hereto.

Section 11. Enforceability. This Agreement shall become a contract when signed by both Parties and such signing is communicated to all Parties. It is expressly agreed that the notice described in Section 13 is not required for effective communication for the purposes of this Section. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns, and their personal representatives.

Section 12. Applicable Law. This Agreement shall be construed under the laws of the State of North Carolina.

Section 13. Assignment. This Agreement shall not be assigned by any party without the express written consent of the other Parties.

Section 14. Authority. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement or on behalf of the party for whom he or she signs and that his or her signature binds such party.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

ATTEST

UNION COUNTY

By: _____
Lynn West, Clerk to the Board

By: _____
Brian W. Matthews, County Manager

Date: _____

TOWN OF FAIRVIEW

By: _____
Its: _____
Date: _____

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

Finance Officer

NORTH CAROLINA
COUNTY OF UNION

I, _____, a Notary Public of the Union County, North Carolina, certify that Lynn West personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners of Union County, a political subdivision of the State of North Carolina, and that, by authority duly given and as the act of Union County, the foregoing instrument was signed in its name by Brian W. Matthews, its County Manager, sealed with its official seal, and attested by herself as Clerk to the Board of Commissioners.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Printed Name: _____

* * * * *

NORTH CAROLINA
UNION COUNTY

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of The Town of Fairview, and that by authority duly given, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Printed Name: _____

Flood Certification
I have examined the Flood Insurance Rate Map for Union County North Carolina, Community Panel Number 37105540001, effective on 10/16/2008, and hereby certify that this property is not located in a special flood hazard area as determined by the Federal Emergency Management Agency.

Certificate of Survey and Accuracy
State of North Carolina, Union County
I, Clinton D. Lawrence, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed recorded in Book 45, Page 384); that the boundaries not surveyed are clearly indicated as dashed lines drawn from adjoining owners' deeds as shown; that the ratio of precision as calculated is 1:10,000 or better; that this plat was prepared in accordance with G.S. 47-30 as amended.

That the survey is of another category, such as recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision; Witness my original signature, registration number and seal this the

____ day of _____, A.D., 20____

Clinton D. Lawrence, NCPLS L-5056



Certificate of Ownership and Dedication
I (We) hereby certify that I (we) am/are the owner of the property described herein, which property is located within the subdivision regulation jurisdiction of the Town of Fairview, that I hereby freely adopt this plan of subdivision and hereby establish all lots, with minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, alleys, walks, parks, open space, and easements, except those specifically indicated as private, and that I will maintain all such areas until the offer of dedication is accepted by the appropriate public authority. All property shown on this plat as dedicated for a public use shall be deemed to be dedicated for any other public use authorized by law when such other use is approved by Town Council in the public interest.

Owner _____ Date _____

I, _____, A Notary Public Of _____ County, North Carolina, Hereby Certify That

Personally Appeared Before Me This Day And Acknowledged The Execution Of The Foregoing Instrument.

Witness My Hand And Official Seal This _____ Day Of _____, 20____

My Commission Expires: _____

Notary Public: _____

Certificate of Approval-Minor Subdivision
I hereby certify that the Minor Subdivision shown on this plat is in all respects in compliance with the Town of Fairview Land Use Ordinance, and that therefore this plat has been approved by the Town of Fairview Land Use Administrator, subject to its being recorded in the Office of the Union County Register of Deeds within ninety days of the date below.

Date _____ Land Use Administrator(s) _____

State of North Carolina
County of Union

I, _____, Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____

Legend	
Power Pole	PP
Light Pole	LP
Overhead Electric	OE
Fire Hydrant	FH
Cleanout	CO
Telephone Pedestal	TP
Water Valve	WV
Gas Valve	GV

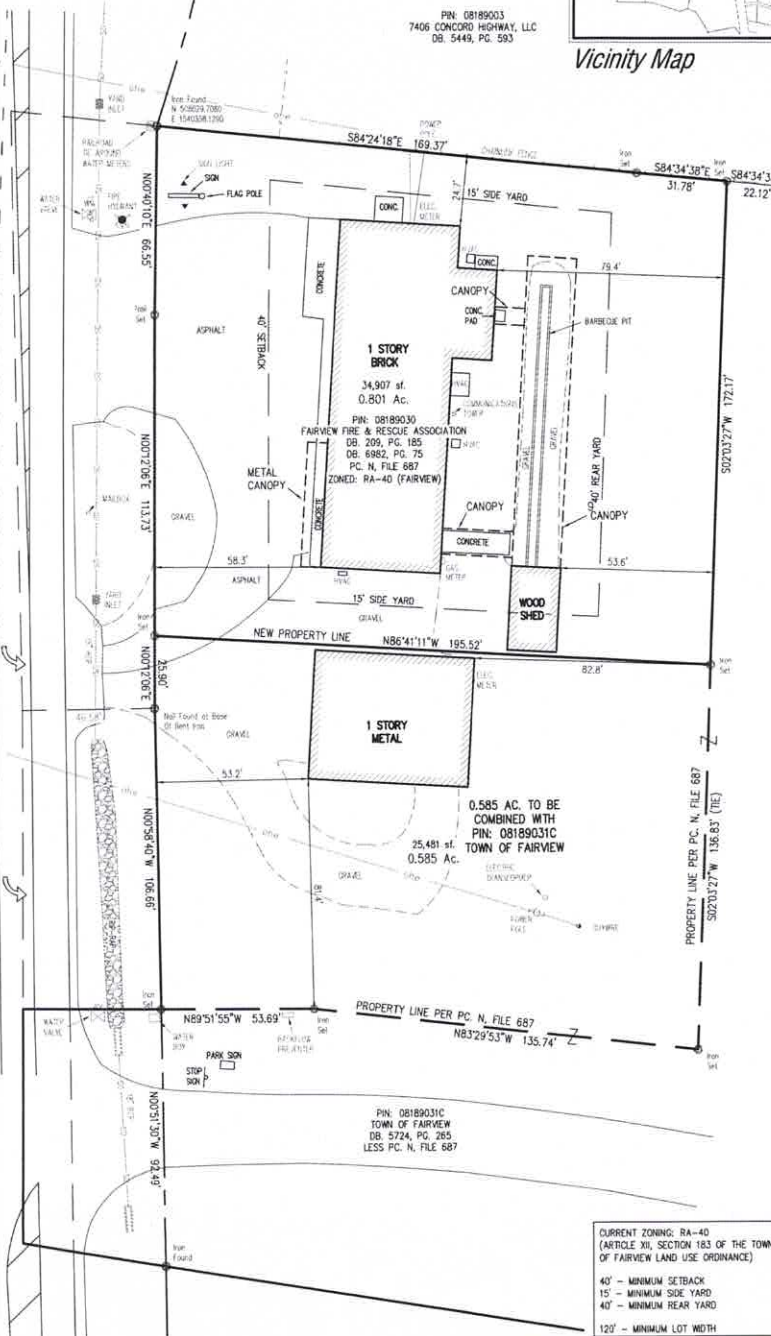
NOTES

1. Areas computed using coordinate geometry.
2. This property may be subject to right of ways, easements, restrictions and covenants either recorded or implied.
3. All distances shown are horizontal ground distances.
4. Rebar set at all corners unless otherwise noted.
5. Broken lines indicate property lines not surveyed.
6. All adjoining property owner information is taken from current deeds and tax records and are considered as "Now or Formerly".
7. Lawrence Associates makes no guarantee to the completion or to the nonexistence of spoils areas.
8. Other underground utilities may exist but their locations are not known.
9. No recoverable NCOS Horizontal Control Monument located within 2000 feet of subject property.
10. This map was prepared without the benefit of a title search. Subject to full title search.



CONCORD HIGHWAY - US HIGHWAY 601

100' PUBLIC R/W
PC, N, FILE 687

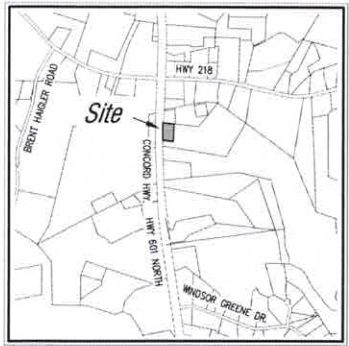


PIN: 08189003
7406 CONCORD HIGHWAY, LLC
DB: 5449, PG. 593

PIN: 08189030
FAIRVIEW FIRE & RESCUE ASSOCIATION
DB: 209, PG. 185
DB: 6882, PG. 75
PC, N, FILE 687
ZONED: RA-40 (FAIRVIEW)

PIN: 08189031C
TOWN OF FAIRVIEW
DB: 5724, PG. 265
LESS PC, N, FILE 687

PIN: 08189031C
TOWN OF FAIRVIEW
DB: 5724, PG. 265
LESS PC, N, FILE 687



Vicinity Map

(NTS)

PIN: 08189031A
7406 CONCORD HIGHWAY, LLC
DB: 5449, PG. 593

PIN: 08189031C
TOWN OF FAIRVIEW
DB: 5724, PG. 265
LESS PC, N, FILE 687

CURRENT ZONING: RA-40
(ARTICLE XII, SECTION 183 OF THE TOWN OF FAIRVIEW LAND USE ORDINANCE)
40' - MINIMUM SETBACK
15' - MINIMUM SIDE YARD
40' - MINIMUM REAR YARD
120' - MINIMUM LOT WIDTH

LAWRENCE ASSOCIATES
115 N. Church Street
Monroe, North Carolina 28112
P 704-289-1013
www.lawrenceassociates.com
Firm License Number: C-2856

Lot Line Revision | Recombination Plat
Property of: Town of Fairview & Fairview Fire & Rescue Association
Town of Fairview
Goose Creek Township, Union County, NC
Orig. scale: 1" = 30' Date: January 24, 2025 Drawn By: J.L.H.

REVISIONS	

Job No. 7440

Drawing file: 7440 Fairview Fire Department.dwg

Drawing no. 25/021

37