
Agenda

Town of Fairview



Agenda Council Meeting January 14, 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 Event December Minutes (*Minutes Accepted as Information*)
 - 5.D. Fairview Park Facility December Minutes (*Minutes Accepted as Information*)
 - 5.E. Planning Board December Minutes (*Minutes Accepted as Information*)
 - 5.F. Approve Council Minutes for December 10, 2024
 - 5.G. Approve Resolution to Amend Congressional Bill H.R. 8753 regarding a Town Zip Code

Agenda

6. Public Comments

7. Presentations: NONE

8. Items of Business:

8.A. Discuss Rezoning and Conditional-Special Use Permit #24 097 requests from Rodd and Rita Price --- *Ed Humphries*

- 1) Rezone new 6-acre parcel (Subdivided from #08225012C) to Light Industrial (L-I)
- 2) The Conditional-Special Use Permit #24 097 on the new parcel will be used as contractor offices and storage yard. The use is permitted in L-I to operate "Contractor Offices and Storage Yard".

The Conditional-Special Use request includes the following conditions:

- The building to be up to 60' x 60' structure and must be approved by County Building Standards (3600 sq. ft.)
- Up to 15 employees (over a period of time)
- Times of operations -- 6 am to 9 pm
- Building can be anywhere on the property with requirements per the ordinance depending on where septic is located
- Area not used in the operation will continue to be farmed
- Parking, lighting and storm water requirements will be per the ordinance
- Proper fencing and gates will be installed per the ordinance
- Lean-to on either side of the building can be up to 60' x 40' (both sides of the building)
- Any approval is contingent on all permits being obtained

Mayor to Open Public Hearing

Public Comments

Mayor to Close Public Hearing

Decision 1):

Rezone new 6-acre parcel (Subdivided from #08225012C) to Light Industrial (L-I).

"Motion to approve would include any conditions and the following statement":

The proposed zoning amendment under consideration is/is not found to be reasonable and consistent with the recommendations of the Town's adopted comprehensive plan, the Town of Fairview Land Use Plan (Revised March 9, 2021), and the Town of Fairview Land Use Ordinance (effective July 1, 2005)

Decision 2):

Conditional-Special Use Permit #24 097 on the new 6-acre parcel to be used as contractor offices and storage yard, which is permitted in L-I including the following conditions:

- The building to be up to 60' x 60' structure and must be approved by County

Agenda

- Building Standards (3600 sq. ft.)
- Up to 15 employees (over a period of time)
- Times of operations -- 6 am to 9 pm
- Building can be anywhere on the property with requirements per the ordinance depending on where septic is located
- Area not used in the operation will continue to be farmed
- Parking, lighting and storm water requirements will be per the ordinance
- Proper fencing and gates will be installed per the ordinance
- Lean-to on either side of the building can be up to 60' x 40' (both sides of the building)
- Any approval is contingent on all permits being obtained

“Motion to approve would include any conditions and the following statement”:
The proposed zoning amendment under consideration is/is not found to be reasonable and consistent with the recommendations of the Town’s adopted comprehensive plan, the Town of Fairview Land Use Plan (Revised March 9, 2021), and the Town of Fairview Land Use Ordinance (effective July 1, 2005)

8.B. Appoint Board of Adjustment members and Planning Board Member---*Teresa Gregorius*

Reappoint to Board of Adjustment -- Josh Presley, Bill Riffle and Jim Brewer (Alternate) with terms expiring February 2027

Reappoint to Board of Adjustment -- Chrisie Black and Doug Buchanan with terms expiring February 2028

Appoint to Board of Adjustment Nobie Thrasher (application in packet) for a vacancy on the board with term to expire February 2028

There is currently one vacancy on the BOA.

Appoint Planning Board Alternate Member Fred Rogers to regular member to replace Greg Morgan with term to expire September 2025.

There is currently one vacancy on the Planning Board for an alternate member.

8.C. Discuss Repair of Septic System for Rental House Not to Exceed \$10,000 --- *Ed Humphries*

8.D. Discuss Contract from Benesch to Monitor Amphitheater Site Work approved at December Council Meeting --- *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.

Town of Fairview
Balance Sheet
As of December 31, 2024

	Dec 31, 24	Dec 31, 23
ASSETS		
Current Assets		
Checking/Savings		
First National Bank	1,020,053.39	850,599.85
Total Checking/Savings	1,020,053.39	850,599.85
Other Current Assets		
Franchise Tax Receivable	29,370.52	29,411.05
Investments		
Investments NCCMT	1,187.83	1,133.46
Total Investments	1,187.83	1,133.46
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	999.37
Taxes receivable - ad valorem	-572.76	-1.15
Taxes receivable - motor veh	1,350.31	1,217.10
Total Other Current Assets	45,598.43	45,042.04
Total Current Assets	1,065,651.82	895,641.89
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	2,955,880.13	2,797,892.85
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	9,531.10	22,357.85
Total Accounts Payable	9,531.10	22,357.85
Other Current Liabilities		
Accrued payroll	7,939.35	4,599.02
Deferred revenue - ad valorem	1,571.66	999.37
Payroll Liabilities	41.94	34.90
Prepaid taxes	27.03	19.28
Security deposit - rental house	1,450.00	1,450.00
Total Other Current Liabilities	11,029.98	7,102.57
Total Current Liabilities	20,561.08	29,460.42
Long Term Liabilities		
Cumulative rent reserve	26,701.50	6,520.00
Note payable on park land	400,000.00	440,000.00
Total Long Term Liabilities	426,701.50	446,520.00
Total Liabilities	447,262.58	475,980.42

3:08 PM
01/03/25
Accrual Basis

Town of Fairview
Balance Sheet
As of December 31, 2024

	<u>Dec 31, 24</u>	<u>Dec 31, 23</u>
Equity		
Allocated equity rent reserve	-26,701.50	-6,520.00
Amount to be provided for LTD	-400,000.00	-440,000.00
Equity		
Fixed assets	1,890,228.31	1,902,250.96
Total Fund Balance	<u>1,207,568.00</u>	<u>1,207,568.00</u>
Total Equity	3,097,796.31	3,109,818.96
Retained Earnings	-135,068.46	-331,635.09
Net Income	-27,408.80	-9,751.44
Total Equity	<u>2,508,617.55</u>	<u>2,321,912.43</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,955,880.13</u></u>	<u><u>2,797,892.85</u></u>

6

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

Ordinary Income/Expense	<u>Operating</u>	Budget	Actual Fav to Budget
Income			
Ad Valorem taxes	68,134.89	116,000.00	-47,865.11
Alcoholic beverage	0.00	14,000.00	-14,000.00
Donation	5,782.20		5,782.20
Festival income - vendors, etc	380.00		380.00
Fund balance appropriated		49,556.00	-49,556.00
Interest on delinquent taxes	266.73		266.73
Investment income	1,856.74		1,856.74
Motor vehicle taxes	6,323.19	14,000.00	-7,676.81
Rent reserve for park capital items	8,680.00	20,000.00	-11,320.00
Sales and use tax	29,200.40	57,000.00	-27,799.60
Utility Franchise taxes	64,613.99	130,000.00	-65,386.01
Zoning fees	6,625.00	17,000.00	-10,375.00
Total Income	<u>191,863.14</u>	417,556.00	-225,692.86
Expense			
Advertising and Promotion	14.92	1,000.00	985.08
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	0.00	12,000.00	12,000.00
Debt repayment	0.00	55,600.00	55,600.00
Dues and Subscriptions	5,767.00	6,200.00	433.00
Festival expense	7,062.25	20,000.00	12,937.75
Grants	2,000.00	3,000.00	1,000.00
Insurance Expense	9,531.00	8,200.00	-1,331.00
Internet and website	2,946.20	11,000.00	8,053.80
Legal fees	4,137.30	10,000.00	5,862.70
Miscellaneous Expense	-160.00	2,000.00	2,160.00
Office expense	18,280.11	39,000.00	20,719.89
Office utilities	3,028.82	6,500.00	3,471.18
Park Maintenance	21,877.09	55,000.00	33,122.91
Park Utilities	3,454.54	5,200.00	1,745.46
Payroll Expenses	80,975.07	57,809.00	-23,166.07
Payroll Taxes	0.00	10,422.00	10,422.00
Planning and zoning	0.00	56,981.00	56,981.00
Professional Fees	0.00	7,000.00	7,000.00
Rental house repairs, etc	1,720.74	2,000.00	279.26
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	993.97	2,200.00	1,206.03
Telephone Expense	263.22	1,000.00	736.78
Training expense	0.00	500.00	500.00
Travel expense	0.00	0.00	0.00

7

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

	<u>Operating</u>	<u>Budget</u>	<u>to Budget</u>
Zoning administration	3,633.97	5,000.00	1,366.03
Total Expense	<u>180,027.01</u>	<u>417,556.00</u>	237,528.99
Net Ordinary Income	11,836.13	0.00	11,836.13
Net Income	<u><u>11,836.13</u></u>		

Town of Fairview Transactions by Account

As of December 31, 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
First National Bank							
Check	12/01/2024	auto pay	Spectrum	Internet, phone, TV			969,566.02
Bill Pmt -Check	12/06/2024	104675	Alfred Benesch & Co...	VOID		249.98	969,316.04
Bill Pmt -Check	12/06/2024	104676	CompuNetwork	Email etc hosting	0.00		969,316.04
Bill Pmt -Check	12/06/2024	104686	Cox Law Firm, PLLC	Various legal		361.58	968,954.46
Bill Pmt -Check	12/06/2024	104678	Ed Humphries	Telephone reimbursement		720.00	968,234.46
Bill Pmt -Check	12/06/2024	104679	JB Watson & Co. PL...	Audit for 23-24		43.87	968,190.59
Bill Pmt -Check	12/06/2024	104680	N Focus	Code enforcement for October		10,795.00	957,395.59
Bill Pmt -Check	12/06/2024	104681	RLI Surety Bond	Renewal for public official name bond		1,699.24	955,696.35
Bill Pmt -Check	12/06/2024	104682	Signs Now	Banners for festival		200.00	955,496.35
Bill Pmt -Check	12/06/2024	104683	Taylor's Landscapin...	Lawn care		42.70	955,453.65
Bill Pmt -Check	12/06/2024	104684	Taylor Stegall			3,458.33	951,995.32
Bill Pmt -Check	12/06/2024	104685	Union County Cham...	Govt membership	0.00		951,995.32
Bill Pmt -Check	12/06/2024	104687	Taylor Stegall			351.00	951,644.32
Deposit	12/09/2024			Deposit		200.00	951,444.32
Check	12/10/2024	Draft	Duke Energy	Office utilities	2,379.53		953,823.85
Check	12/10/2024	Draft	Duke Energy	Park utilities		317.80	953,506.05
Paycheck	12/10/2024	104688	Darrell H. Baucom			485.89	953,020.16
Paycheck	12/10/2024	104694	Michael L. Starnes			804.00	952,216.16
Paycheck	12/10/2024	104698	Teresa Gregorius			1,930.65	950,285.51
Paycheck	12/10/2024	104689	David M Link			1,300.82	948,984.69
Paycheck	12/10/2024	104699	Edward D Humphries			138.52	948,846.17
Paycheck	12/10/2024	104691	Gary H Wilfong			2,900.16	945,946.01
Paycheck	12/10/2024	104692	John A Biggers, Jr.			184.70	945,761.31
Paycheck	12/10/2024	104693	Kerry K Price			138.53	945,622.78
Paycheck	12/10/2024	104695	Patricia H. Kindley			138.53	945,484.25
Paycheck	12/10/2024	104696	Spencer L Thomas			138.53	945,345.72
Paycheck	12/10/2024	104697	Tania Hernandez Vir...			855.77	944,489.95
Liability Check	12/10/2024	To Print	IRS	55-0789092		726.70	943,763.25
Bill Pmt -Check	12/10/2024	104700	FNB Commercial Cr...	Credit card bill		3,206.54	940,556.71
Bill Pmt -Check	12/10/2024	104701	Union County Public ...	Water for park		666.36	939,891.35
Bill Pmt -Check	12/10/2024	104702	Vision Office System...	Copier charges		134.90	939,756.45
Bill Pmt -Check	12/10/2024	104703	Patricia Kindley	Reimburse		122.76	939,633.69
Bill Pmt -Check	12/10/2024	104704	Alfred Benesch & Co...	Planning and travel		45.00	939,588.69
Check	12/10/2024	104705	Union County Public ...	Park Utilities		564.91	939,023.78
Check	12/10/2024	104706	Beth Greene	Festival - Grinch		267.44	938,756.34
Check	12/10/2024	104707	Brian Minor	Festival - Parking		250.00	938,506.34
Check	12/10/2024	104708	Jeff Campagna	Festival - Santa		500.00	938,006.34
Check	12/10/2024	104709	Jimmy Huntley	Festival - DJ		250.00	937,756.34
Deposit	12/10/2024			Deposit	4,756.81	350.00	937,406.34
Paycheck	12/11/2024	104710	Darrell H. Baucom				942,163.15
Paycheck	12/11/2024	104711	Edward D Humphries			250.00	941,913.15
Paycheck	12/11/2024	104716	Michael L. Starnes			250.00	941,663.15
Paycheck	12/11/2024	104713	Spencer L Thomas			250.00	941,413.15
Paycheck	12/11/2024	104714	Tania Hernandez Vir...			250.00	941,163.15
Paycheck	12/11/2024	104715	Teresa Gregorius			250.00	940,913.15
Liability Check	12/11/2024	To Print	IRS	55-0789092		248.50	940,663.15
Liability Check	12/11/2024	To Print	NC Dept of Revenue	600391020		332.00	940,331.15
Deposit	12/11/2024			Deposit	35,243.47		940,087.68
Check	12/12/2024	Draft	Deluxe Business For...	1,000 checks		517.64	975,326.12
Deposit	12/12/2024			Deposit	100.00		974,808.48
Deposit	12/15/2024			Deposit	43,395.04		1,018,303.52
Deposit	12/18/2024			Deposit	100.00		1,018,403.52
Deposit	12/18/2024			Deposit	0.00		1,018,403.52
Deposit	12/18/2024			Deposit	845.00		1,019,248.52
Deposit	12/19/2024			Deposit	200.00		1,019,448.52
Deposit	12/27/2024			Deposit	100.00		1,019,548.52
Deposit	12/30/2024			Deposit	100.00		1,019,648.52
Deposit	12/31/2024			Interest	404.87		1,020,053.39
Total First National Bank					87,624.72	37,137.35	1,020,053.39
TOTAL					87,624.72	37,137.35	1,020,053.39

Town of Fairview
Transaction Detail By Account
 July 1, 2024 through January 3, 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	01/02/2025	01022...		Brown Creek Graphics LLC	Logo on Kubota tracker	69.55		21,946.64
Bill	01/02/2025	1756		Taylor's Landscaping Serv...	Mowing	2,933.33		24,879.97
Total Park Maintenance						24,879.97	0.00	24,879.97
TOTAL						24,879.97	0.00	24,879.97

Town of Fairview Transaction Detail By Account July 1, 2024 through January 3, 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	01/02/2025	01022		Ed Humphries	Expense reimbursement	52.55		18,332.66
Bill	01/02/2025	1756		Taylor's Landscaping Services Inc.	Mowing	525.00		18,857.66
Total Office expense						18,857.66	0.00	18,857.66
TOTAL						18,857.66	0.00	18,857.66

11

Town of Fairview Transaction Detail By Account

July 1, 2024 through January 3, 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
Check	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	01/02/2025	01022...		Grier Donaldson	Festival help	80.00		7,142.25
Bill	01/02/2025	01022...		Todd Donaldson	Festival help	120.00		7,262.25
Bill	01/02/2025	01022...		Beth Greene	Festival help	150.00		7,412.25
Total Festival expense						7,412.25	0.00	7,412.25
TOTAL						7,412.25	0.00	7,412.25

Town of Fairview
 Park Budget versus Actual
 Grant 10441 - No expiration date
 6/30/2025

	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>
Income:			
Grant from SCIF	250,000.00	250,000.00	-
Interest income on Grant funds		2,996.62	2,996.62
Sales tax refund		1,316.03	1,316.03
Total income	250,000.00	254,312.65	4,312.65
Expenditures:			
Design and estimate	35,000.00	33,500.27	1,499.73
Walking trail	30,000.00	15,825.00	14,175.00
Other construction	185,000.00		
Install lights around pond		19,562.80	
Install receptacles around pond		26,000.00	
Tree removal		16,500.00	
Total expenditures	250,000.00	111,388.07	138,611.93

Town of Fairview
 Park Budget versus Actual
 Grant 10442 Expires 06/30/2026
 6/30/2025

	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>
Income:			
Grant from OSMB	250,000.00	250,000.00	-
Interest income on Grant Funds		708.85	708.85
Sales tax refund		1,356.75	1,356.75
Total income	250,000.00	252,065.60	2,065.60
Expenditures:			
Site plan for stage area	30,000.00	29,408.60	591.40
Stage and site improvements	114,000.00	4,569.00	109,431.00
RTV for maintenance	22,000.00	21,456.75	543.25
Utility building for park	16,000.00	-	16,000.00
Parking improvements for Town Hall	53,000.00		53,000.00
Install HVAC unit at Town Hall	15,000.00	15,542.45	(542.45)
Total expenditures	250,000.00	70,976.80	179,023.20

DECEMBER 2024 PERMITS

Date	Ck#	Permit #	Type	Fee \$	Name	Address	Parcel #
12/5/2024	199	comp24102	Comp	\$100	Maria Crescencio	7510 Water Oak Lane	8189015
12/12/2024	Web	Comp24103	Comp	\$100	Kevin Outen-Schoomaker	7609 Carriker williams Rd	08117015G
12/17/2024	Check	Comp24104	Comp	\$100	Ray Black	220 W. Lawyers	08195008G
12/19/2024	Web	Comp 24105	Comp	\$100	Daniel Medina	1022 Heath Helms	08087001R
12/19/2024	Web	Comp 24106	Comp	\$100	Red Forca LLC	7504 Surry Lane	8222019
12/31/2024	Web	Comp 24107	Comp	\$100	John Riffle	Water Oak Lane	08189015C
12/31/2024	Web	Comp 24 108	Comp	\$100.00	Sue Ferguson	2610 E Brief Road	080287001D
12/31/2024	Web	Add241009	Addition	\$100	Lane Griffin	1705 Biggers Cemetery Road	081140054G
Totals		8		\$800			

17



**Town of Fairview
Fairview Park Event Committee Meeting
December 5, 2024**

1. The following Fairview Park Event Committee members were present: Lisa Thomas, Gayle Brock, Mike Medlin, Traci Price-Ferguson, Pat Simpson, Spencer Cox and Scott Cuthbertson. Absent: Theresa Donaldson, Pam Mower, Morgan Ellison

Others Attending: Michael Starnes and Molly Donaldson

2. **Invocation**

3. **Public Comments:** None

4. **Items of Business:**

- 4.A. Winter Festival Itinerary

See Appendix A attached

- 4.B. Winter Festival Advertising

Mayor Wilfong informed the Committee about the new digital sign at the American Legion Post 535. He showed the Committee what an ad would look like and the cost would be \$500 to run 12 hours a day through December 14th. The Committee discussed.

Scott Cuthbertson made a motion to approve the advertising for the Winter Festival. Gayle Brock seconded the motion. Committee members Thomas, Brock, Cuthbertson, Medlin, Price-Ferguson, Simpson and Cox voted yes (7-0).

5. **Approval of Minutes:**

November 7, 2024 minutes were not reviewed and approved at this meeting.

6. Adjournment

Chairman Lisa Thomas adjourned the meeting.

Respectfully submitted,

Teresa Gregorius
Town Clerk

Lisa Thomas
Chairman

Approved this _____ day of _____ 2024

DRAFT



**Town of Fairview
Fairview Park Facility Committee Meeting
December 12, 2024**

1. The following Fairview Park Facility Committee members were present: Kirk Ellison, Jane Link, Mike Medlin, and Bill Riffle, one vacancy. Absent: Daniel Allen and Penny Love

Others present: Teresa Gregorius, Town Clerk

2. Invocation

3. **Public Comments:** None

4. Items of Business:

4.A. Year In Review

Teresa Gregorius updated the Committee:

- Council approved the Benesch Amphitheater Site Improvement Budget quote of \$180,161
- Benesch will be providing a quote in January to the Council to do the bidding/construction services for the Amphitheater Site Improvement
- There is approximately \$317,000 in grant monies left before the \$180,161 site improvement work

5. Approval of Minutes:

Jane Link made a motion to approve the June 13, 2024 and September 12, 2024 minutes. Bill Riffle seconded the motion. Committee members Ellison, Link, Medlin, and Riffle voted yes (4-0).

6. Adjournment - Chairman Medlin adjourned the meeting

Respectfully submitted,

Teresa Gregorius
Town Clerk

Mike Medlin
Chairman

Approved this _____ day of _____ 2024

17



**Town of Fairview
Planning Board Meeting
December 17, 2024**

1. Roll Call and Determination of Quorum --- Chairman Buchanan

The following Planning Board members were present: Chrisie Black, Doug Buchanan, Sharon Clontz, Mike Medlin, Josh Presley, Bill Thomas, Fred Rogers (Alt.). Absent: Greg Morgan and Rodney Stephens (Alt.)

Others present: Ed Humphries, Land Use Administrator/Deputy Clerk; Teresa Gregorius, Town Clerk and Spencer Cox, Administrative Assistant

2. Public Comments - None

3. Items of Business:

3.A. Discuss Rezoning and Conditional-Special Use Permit #24 097

Ed Humphries presented two requests from Rodd and Rita Price for a

1. Conditional - Special Use Permit to subdivide parcel #08225012C into two parcels
2. The new parcel (6 acres) be zoned L-I.

The new parcel will be used as contractor offices and storage yard. The use is permitted in L-I to operate "Contractor Offices and Storage Yard".

The request includes the following conditions:

- The building to be up to 60' x 60' structure and must be approved by County Building Standards (3600 sq. ft.)
- Up to 15 employees (over a period of time)
- Times of operations -- 6 am to 9 pm
- Building can be anywhere on the property with requirements per the ordinance depending on where septic is located
- Area not used in the operation will continue to be farmed
- Parking, lighting and storm water requirements will be per the ordinance
- Proper fencing and gates will be installed per the ordinance
- Lean-to on either side of the building can be up to 60' x 40' (both sides of the building) (4800 sq. ft.)
- Any approval is contingent on all permits being obtained

Mr. Humphries reviewed questions and answers (Exhibits A & B) that had been discussed at the community meeting and the Board discussed.

Doug Buchanan made a motion to recommend approval to the Council that parcel #08225012C be divided into 2 parcels, one being 4.6 acres that will continue to be zoned RA40 and the other parcel, 6 acres, will be zoned LI (Light Industrial). Josh Presley seconded the motion. Board members Black, Buchanan, Clontz, Medlin, Presley, Thomas, Rogers (Alt) voted yes (7-0).

Doug Buchanan made a motion to recommend approval to the Council that the rezoned LI 6 acre parcel will have a Conditional Special Use permit #24 097 and will be used as contractor offices and storage yard to include the following conditions:

- The building to be up to 60' x 60' structure and must be approved by County Building Standards (3600 sq. ft.)
- Up to 15 employees (over a period of time)
- Times of operations -- 6 am to 9 pm
- Building can be anywhere on the property with requirements per the ordinance depending on where septic is located
- Area not used in the operation will continue to be farmed
- Parking, lighting and storm water requirements will be per the ordinance
- Proper fencing and gates will be installed per the ordinance
- Lean-to on either side of the building can be up to 60' x 40' (both sides of the building) (4800 sq. ft.)
- Any approval is contingent on all permits being obtained

Bill Thomas seconded the motion. Board members Black, Buchanan, Clontz, Medlin, Presley, Thomas, Rogers (Alt) voted yes (7-0).

4. Approval of Minutes:

Doug Buchanan made a motion to approve the June 18, 2024 minutes. Mike Medlin seconded the motion. Board members Black, Buchanan, Clontz, Medlin, Presley, Thomas, Rogers (Alt) voted yes (7-0).

5. Adjournment

Doug Buchanan adjourned the meeting.

Respectfully submitted,

Teresa Gregorius
Town Clerk

Doug Buchanan
Chairman

Approved this _____ day of _____ 2024

Town of Fairview



**Town of Fairview
Regular Town Council Meeting
December 10, 2024 @ 6:30 pm**

Meeting will be in the Fairview Town Hall Meeting Room

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

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

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. David Link seconded the motion. Council members Kindley, Link 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 Event November Draft Minutes (*Accepted as Information*)
- 5.D. Fairview Park Facility November Draft Minutes (*No November Meeting*)
- 5.E. Planning Board November Draft Minutes (*No November Meeting*)
- 5.F. Approve Council Minutes for November 12, 2024
- 5.G. Council meeting dates for 2025 and days town office will be closed

5.H. Town Retreat will be January 25, 2025

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

6. Public Comments: None

7. Presentations: None

8. Items of Business:

8.A. Present the 2023-2024 Town Audit

Deneal Bennett, J.B. Watson & Co., PLLC, presented the 2023-2024 town audit to the Council. She highlighted and explained various sections and reported that it was a good audit. The Council discussed, accepted the audit and thanked her for her work.

8.B. Discuss Amphitheater Site Improvement Budget

Ed Humphries reviewed the Amphitheater Site Improvement Budget that Jon Wood with Benesch presented in November for \$180,161.98. Mr. Humphries reported that the electrical lines running around the pond and close to the projected amphitheater area earlier this year would be adequate for the needs of the amphitheater.

Mr. Humphries spoke with Mr. Wood about the approximate cost for Benesch to do the bidding/construction services for the project. Mr. Wood estimated approximately \$15,000.00 and will put a formal proposal together and send it next week. The Council discussed.

David Link made a motion to accept the site improvement budget of \$180,161.98 from Benesch to begin the project. Patricia Kindley seconded the motion. Council members Kindley, Link and Price voted yes (3-0).

9. Council Comments:

Patricia Kindley announced the winners of the 2024 Fairview Christmas Holiday Lights contest:

1st Place – Mike & Pam Allen, 724 Goose Creek Dr., Indian Trail

2nd Place – Terry Williams, 7903 Surry Ln., Indian Trail

3rd Place – Timon & Stephanie Young, 1228 Hwy. 218 W, Indian Trail

Honorable Mentions: Elizabeth & Jordyn Medlin, 8106 Unionville Brief Rd., Monroe

Mike & Kendra Cardino, 8601 Bendanna Ln., Monroe

Business Christmas Lights: Pure Green Inc., 314 Hwy. 218 E, Monroe

Kerry Price stated she was glad the corner at Hwy 601 and Hwy 218 has been cleaned up

Spencer Cox reminded everyone of the Winter Festival on December 14th from 4:00 - 7:00 PM

Ed Humphries reminded the Council of the retreat on January 25th from 8:00 AM – 12:00

Mayor Wilfong encouraged everyone to come to the Winter Festival

10. Adjournment

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

Respectfully submitted,

Teresa Gregorius
Town Clerk

Gary Wilfong
Mayor

Approved this _____ day of _____, 2024



RESOLUTION TO AMEND CONGRESSIONAL BILL H.R. 8753 REQUEST FOR UNIQUE ZIP CODE FOR TOWN OF FAIRVIEW, NC

WHEREAS, the Town of Fairview currently uses a zip code and city reference for a neighboring town, not its own;

WHEREAS, residents of the Town of Fairview currently use various zip codes for neighboring towns, not one for the Town in which they live;

WHEREAS, the stated address on formal identification such as a N.C. Driver's License, is often not the same as the city, town, village where residents pay their taxes nor is the address representative of the municipality in which residents actually live; and

WHEREAS, Shared zip codes cause confusion and residents do not know which town, village or city they live in, hindering community identity and more importantly, impacting election voting as residents look up the precinct where they THINK they live and are redirected to another city/village; and

WHEREAS, Recently, the U.S. House of Representatives passed H.R. 8753 directing the U.S. Postal Service to designate a single unique ZIP Code for each of certain communities and for other purposes; and

WHEREAS, H.R. 8753 has passed House approval and is now scheduled to go to the Senate for action; this request is respectfully deemed urgent.

NOW THEREFORE, I, Gary Wilfong, as Mayor of the Town of Fairview and on behalf of the Fairview Council, request that Senators Thom Tillis and Tedd Budd request to amend H.R. 8753 to include Town of Fairview, NC with the end result of Fairview having its own zip code.

[118th Congress - House Bill 8753](#)

Adopted on the 14th day of January 2025.

Gary Wilfong, Mayor

Attest:

Teresa Gregorius, Town Clerk

Discuss Rezoning and Conditional- Special Use Permit #24 097

Town of Fairview Staff Report for: Council DATE: 1-14-2025	
CASE : Cond 24 097	1-14-2025
Applicant(s):	Rodd and Rita Price 10017 Indian Trail Fairview Road Indian Trail NC 28079
Property Owner(s):	Same
Requested Action:	Obtain a Conditional -Special Use Permit to subdivide parcel #08225012C into two parcels. The new parcel, 6 acres, will be used as 'contractor offices and storage yard. The Use is a permitted use in L-I
Existing Zoning:	RA-40
Requested Zoning:	Special Use Permit-L-I Conditional to operate "contractor offices and storage yard".
Location:	7110 Brent Haigler Road
Property Size:	The new parcel will be 6 ac.
Tax Parcel(s):	08225012C
Purpose/Narrative:	To operate a "Contractor offices and storage yard " This is to include an office and outside storage of equipment
Surrounding Area Zoning:	Residential/Farming (closest use is "poultry house")
Existing Conditions:	Lot is being farmed at present
Land Use Plan Recommendation:	
Compliance with Zoning Ordinance:	Received all documentation as required by ordinance
Conditional Use Permit Conditions:	<ol style="list-style-type: none"> 1. Office 2. Equipment storage 3. Buffer back property line with Belk Family Land per requirements of ordinance
Staff Recommendation on Application:	Approve with conditions <ul style="list-style-type: none"> • The building to be up to 60 'x 60' Structure and must be approved by County Building Standards • Up to 15 employees (over a period of time) • Times of operations—6am to 9pm • Building can be anywhere on the property with requirements per the ordinance depending on where septic is located • Area not used in the operation will continue to be farmed • Parking, lighting and storm water requirements will

	<p>be per the ordinance</p> <ul style="list-style-type: none">• Proper fencing and gates will be installed per the ordinance• Lean-to on either side of the building can be up to 60' x 40' (both sides of the building) <p><u>Any approval is contingent on all permits being obtained</u></p>
--	---

Recommended by Planning Board by a vote of 7-0 at the December 17, 2024 meeting

Town of Fairview

7516 Concord Highway
Monroe NC 28110

CONDITIONAL ZONING DISTRICT PERMIT APPLICATION Fee: \$600

Application Number: Cond 24097 Date of Application: 10/31/2024 pd

CK# 3215

I. Applicant / Owner Information

- A. Applicant's Name: Rodd + Rita Price
 Address: 10017 Indian Trail Fairview Rd
 Phone: 704-622-3898 Email: rprice@cgcfields.com
- B. Owner's Name (if different from above):
 Address:
 Phone: Email:

II. Property Information

- A. Property Location: 7110 Brent Haigler Rd
- B. Tax Parcel Number: 082250/2C
- C. Deed Book 831 Page 575
- D. Existing Zoning RA40 Proposed Zoning L-1
- E. Existing Use Farm Proposed Use
- F. Property Size 6 AC. (Sq. Ft./Acres)
- G. Is a Rezoning Application being submitted with CUP Application?

III. Other Required Information (Attach The Following)

- A. Narrative describing the requested conditional use in sufficient detail and a justification that the conditional use meets the standards and intent contained in the Land Use Ordinance. *you*
- B. The owners' names, addresses, the tax parcel numbers use(s), and current Zoning Classifications of all adjoining properties. Please include this information on the Attachment "A" form. *me*
- C. A scaled boundary survey drawn to an appropriate scale prepared by and certified to be correct by a surveyor or engineer registered with the State of North Carolina, *you*

showing dimensions of the property and adjacent lots and streets, the total acreage, present zoning classification(s), date and north arrow. On copies of this survey shall be drawn the following information:

- You*

(1) All existing easements, reservations, right-of-way and all yard requirements for the zoning district.
- You*

(2) A site plan showing all existing and/or proposed buildings, storage areas, parking and access areas, proposed size layout and setbacks of land and proposed structures, and proposed number, type, and location of signs. For residential uses this shall include the number of units and an outline of the area here the structures will be located. For nonresidential uses, this shall include the approximate square footage of all structures and an outline of the area where the structures will be located.
- N/A*

(3) Traffic, parking and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets. (Shopping Centers, having two (2) or more individual uses shall show the parking spaces, channelization and ratios shown, service areas, off-street loading facilities, service drives and dimensions thereon; and all pedestrian ways.)
- You*

(4) Landscape plan at the same scale as the site plan showing existing and proposed trees, ground cover and landscape material, proposed screening, and buffering (if applicable) including walls, fences or planted areas as well as treatment of any existing natural features.
- D. Plans and elevations for all proposed structures.
- E. A map at the same scale as the site plan showing the following:

 - You*

(a) Delineation of areas within the floodplain as shown on the official flood hazard boundary maps.
 - (b) Accurate mapping of all soil classifications found on the site and general depths thereof. The applicant shall use the same classifications used by the U. S. Department of Agriculture.
 - (c) Existing and proposed topography at five (5) feet contour intervals.
 - (d) Plans for providing potable/public water and for the treatment of wastewater.
- F. Certification from owner of record that applicant has authorization to apply for this zoning action. (This is needed only if the applicant is not the property owner). Certification shall be notarized.

G. State whether or not the applicant or owner, owns, has a proprietary interest, or in any way has any other contractual interest in any land that is contiguous to the land, which is the subject of this request. If so, please provide a sufficient legal description of such land and state the interest of the applicant or owner.

pd

H. Application processing fee is **\$600**. Attach check, payable to the *Town of Fairview*, Attn: Ed Humphries 7516 Concord Highway Monroe NC 28110

Comments:

[Redacted comment box]

I, the undersigned owner or authorized representative, hereby submit this application with the attached information. The information and documents provided are complete and accurate to the best of my knowledge.

10/31/2024
DATE

Rodd Price (By) *[Signature]*
SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

PUBLIC HEARING NOTICE

The Fairview Town Council will conduct a Public Hearings starting at 6:30 pm on Tuesday, **Jan. 14, 2025, during the Council Regular monthly meeting** at Town Hall (location address: 7516 Concord Highway, Monroe, N.C. 28110). The purpose of this hearing is to:

Hear public comment on:

A request by Rodd and Rita Price, 10017 Indian Trail --Fairview Rd Indian Trail, Indian Trail, NC

Conditional - Special Use Permit to subdivide parcel #08225012C into two parcels.

The new parcel is 6 acres, the new lot is requested to be L-I (Light Industrial). The address will be on 7110 Brent Haigler Road, Indian Trail, NC and used as "contractor offices and storage yard".

This use is permitted in L-I.

The Public is invited to attend the public hearing and make comments. As a result of comments, the Town council reserves the right to make changes to the proposed amendment prior to adoption. For more information, call Ed Humphries, Land Use Administrator at (704) 564.3412 during business hours. (Tuesday and Thursday 9:00 am to 3:00 pm)

The Town of Fairview does not discriminate based on disability. If you need an auxiliary aid or service or other accommodation to attend or fully participate in this meeting, please contact the Town Clerk at (704) 753.1981 as far in advance of the meeting as possible so that your request can be considered.

The use of the proposed land will be to provide a home base for a small family-owned business. The building constructed will be used for servicing equipment, and vehicles used in the operation of this business as well as a check-in point, and office space for employees and owners.

COND 24-0917
NARRATIVE

because of high traffic volumes on adjacent streets or because of other market factors but remain viable as locations for offices and services. Such areas will also generally constitute transition or buffer zones between major arterials or more intensively developed commercial areas and residential districts.

- (e) The B-4 (general commercial) district is designed to accommodate the widest range of commercial activities.
- (f) The HC (highway corridor mixed use) district is intended to accommodate a wide variety of commercial and light industrial uses along major transportation corridors, subject to performance standards designed to (i) ensure the viability of the highway as a carrier of high volumes of traffic, (ii) recognize and preserve the value of land along the corridor as the site of significant non-residential development, and (iii) protect the viability of residential neighborhoods adjacent to the corridor. It is intended that developments that occur within this district in particular be sensitive to the need to preserve a high degree of aesthetic appeal along major transportation corridors.
- (g) The B-6 (college campus) district is intended to accommodate a variety of residential and non-residential uses developed on land owned by an institution of higher learning and associated with that institution, such as dormitories, offices, classroom buildings, athletic facilities, etc.
- (h) The O (office district) is to provide areas which are conducive to the establishment and operation of offices, institutions, and commercial activities not involving the sale of merchandise. Standards are designed so that this district, in some instances, may serve as transitional use between residential districts and other commercial districts.

Section 137 Manufacturing Districts Established.

- (a) The LI (light industrial) district is hereby established primarily to accommodate enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. This district is distinguished in that certain types of industrial uses that tend to have significant adverse impacts on surrounding properties are excluded from the LI district.
- (b) There is also established a planned industrial development (PID) zoning district. The purpose of this district is to provide for the possibility of well-planned and large-scale industrial development in otherwise undeveloped areas that have not previously been zoned for industrial use. The district is thus a "floating zone," i.e., it is not applied to particular property except in response to a petition submitted by or on behalf of the owner or owners of all of the property intended to be covered by such zone. The district is subject to the following requirements:

- (1) The area to be zoned PID must be at least fifty contiguous acres in size and have at least 100 feet of frontage along a major arterial (See subsection 210(b)(7)).
- (2) A planned industrial development is the only permissible use in a PID zoning district.
- (3) Subject to subsection (2) of this subsection, and consistent with the restrictions contained in the definition of a planned industrial development (see section 15), land within a PID zone may be used in a manner that would be permissible if the land were zoned LI, except that the only permissible uses are (i) wholesale sales and (ii) manufacturing, processing, creating, repairing, renovating, painting, cleaning, assembling of goods, merchandise and equipment as long as all operations are conducted entirely within a fully enclosed building.

Section 138 Reserved.

Section 139 Floodplain and Floodway Overlay Districts.

The floodplain (FP) and floodway (FW) overlay districts are hereby established. The land so classified may be used in a manner permitted in the underlying district only if and to the extent such use is also permitted in the applicable overlay district. The floodplain and floodway districts are further described in Part I of Article XVI of this ordinance.

Section 140 Reserved

Section 141 Mining Overlay District.

- (a) The mining (M) overlay district is hereby established as a "floating zone" since the precise location of areas within which mineral extraction (including quarrying, open-pit drilling, tunneling, etc.) should be encouraged cannot generally be predetermined. Within this district, the applicant may use property in accordance with the regulations applicable to the underlying zoning district, except that the property may also be used for mining purposes upon issuance of a special use permit by the Town Council (see Section 171). If the nature of an activity is such that it requires a mining permit from State or other Federal agencies but the purpose of the activity is to grade a site for building construction, then the grading activity may be conducted, and the fill material sold, without rezoning to a mining overlay district. The State or Federal mining permit, if required, shall be provided to the land use administrator prior to commencement of any such grading activity.



FAIRVIEW **NORTH CAROLINA**

Community Meeting ----NOTICE

The Fairview Town Council will hold a **Community Meeting** starting at 5:00 pm on Tuesday **December 10, 2024** at Town Hall, 7516 Concord Highway, Monroe, NC.

To Discuss a Special Use Permit request by Rodd and Rita Price, 10017 Indian Trail - Fairview Rd Indian Trail Rd., Indian Trail, NC

Conditional - Special Use Permit to subdivide parcel #08225012C into two parcels.

The new parcel is 6 acres, the new lot is requested to be L-I (Light Industrial). The address is 7110 Brent Haigler Road, Indian Trail, NC and will be used as "contractor offices and storage yard".

This use is permitted in L-I.

For more information, call Teresa Gregorius, Town Clerk at (704) 753-1981 during business hours. (Tuesday and Thursday 9:00am to 3:00pm)

The Town of Fairview does not discriminate based on disability. If you need auxiliary aid or service or other accommodation to attend or fully participate in this meeting

Please contact Teresa Gregorius at (704) 753-1981 as far in advance of the meeting as possible so that your request can be considered.

Sign-Up Sheet

To Receive Email of Meeting Minutes

December 10, 2024

PLEASE PRINT

Name

Email Address

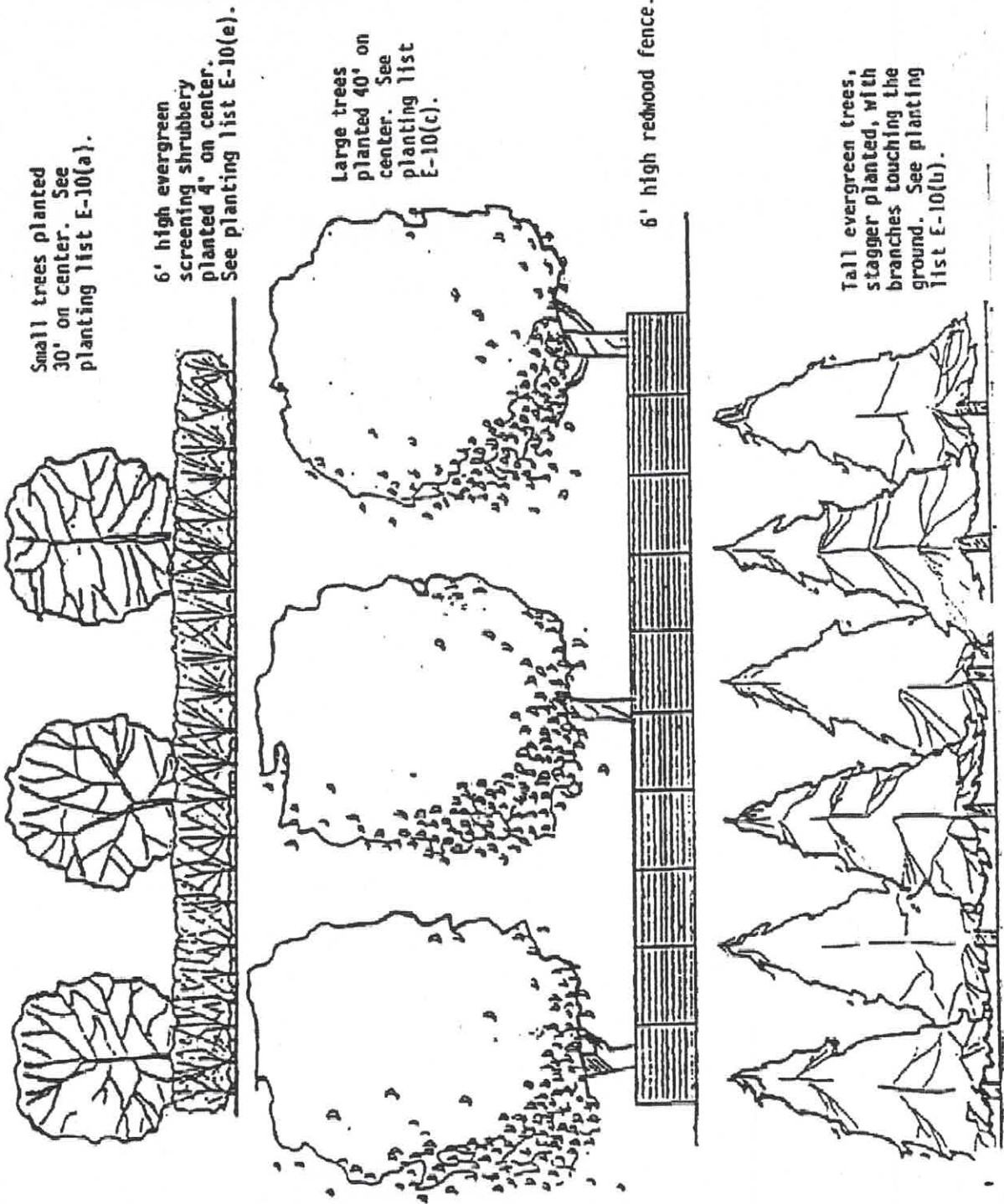
	<u>Name</u>	<u>Email Address</u>
1	Mary Lou Starnes	dstarnes22@carolina.rr.com
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Section 307 Descriptions of Screens.

The following three basic types of screens are hereby established and are used as the basis for the screening requirements set forth in Section 308.

- (a) Opaque Screen, Type "A". A screen that is opaque from the ground to a height of at least six feet, with intermittent visual obstructions from the opaque portion to a height of at least twenty feet. An opaque screen is intended to exclude completely all visual contact between uses and to create a strong impression of spatial separation. The opaque screen may be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation. If a berm is chosen, whether required or not, the slope of the berm shall not be greater than a ratio of 3:1. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation. The opaque portion of the screen must be opaque in all seasons of the year. At maturity, the portion of intermittent visual obstructions should not contain any completely unobstructed openings more than ten feet wide. The portion of intermittent visual obstructions may contain deciduous plants. Suggested planting patterns that will achieve this standard are included in Appendix E.
- (b) Semi-Opaque Screen, Type "B". A screen that is opaque from the ground to a height of three feet, with intermittent visual obstruction from above the opaque portion to a height of at least twenty feet. The semi-opaque screen is intended to partially block visual contact between uses and to create a strong impression of the separation of spaces. The semi-opaque screen may be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation. If a berm is chosen, whether required or not, the slope of the berm shall not be greater than a ratio of 3:1. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation. At maturity, the portion of intermittent visual obstructions should not contain any completely unobstructed openings more than ten feet wide. The zone of intermittent visual obstruction may contain deciduous plants. Suggested planting patterns which will achieve this standard are included in Appendix E.
- (c) Broken Screen, Type "C". A screen composed of intermittent visual obstructions from the ground to a height of at least twenty feet. The broken screen is intended to create the impression of a separation of spaces without necessarily eliminating visual contact between the spaces. It may be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation. If a berm is chosen, whether required or not, the slope of the berm shall not be greater than a ratio of 3:1. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the

E-6 Typical Opaque Screens



Small trees planted 30' on center. See planting list E-10(a).

6' high evergreen screening shrubbery planted 4' on center. See planting list E-10(e).

Large trees planted 40' on center. See planting list E-10(c).

6' high redwood fence.

Tall evergreen trees, stagger planted, with branches touching the ground. See planting list E-10(b).

Belk Family Land LLP Questions for "Community Meeting" – 12-10-2024 @ 5:00 PM

ANSWERS Noted in RED

1. Notice stated that meeting was to discuss Special Use Permit, but Parcel 08225012C is currently RA so it appears that there would have to be a Change in Zoning. Which is it? What Land Use Ordinances applies? **Will be changed to L-I Conditional – Special Use Permit**
2. Since this is right next to the 38 acres that has now been changed to Conditional Use District for Light Industrial, why couldn't this be considered to be part of that? **Different owner and different zoning – this will be L-I**
3. Notice said that Parcel 08225012C would be subdivided into two parcels. Is there a map showing just how this subdividing would be? **Yes**
4. Notice said the new parcel will be 6 acres – which part is for storage yard and which part is office? **To be determined**
5. How large will be the new office? **60X60 office with 40X60 lean-to of both sides of office**
6. How will office be positioned on new parcel? **Has not been determined**
7. How many employees will be in new office? **Up to 15 over a period of time**
8. What about restroom facilities? Has land been perked? **It has been perked and the office will have restrooms**
9. What materials will be stored in storage yard? **Materials that will be used in a grading business**
10. What equipment will be stored in storage yard? **Same as above (#9)**
11. What will be the hours of operation? **6 AM - 9 PM**
12. Will there be outside lighting? **Yes as needed and per the ordinance**
13. What barriers will be installed – will there be fencing around the perimeter of new office and storage yard. **As needed**
14. Will there be a dumpster onsite at all times? (There has been a problem in the last few years of empty lime bags being blown in the fields of Belk Family Land, LLP). **Yes**

Buchanan Questions for Community Meeting 12/10/24

ANSWERS are in RED

1. The driveway is in the area that they will need to have screening, no screening indicated, and did not indicate the zoning on adjacent lots. They could sell the adjacent lots to someone else. We should have the screening and plant list. **L-I is property next to it. 500 ft adjacent to RA-40 (Belk Property)**
2. There are two well located on the map. **Yes**
3. The building indicated is smaller than 60'x60'. **Not decided – but up to 40X60 lean-to on both sides of the building**
4. They don't indicate a parking area. **Not decided**
5. Not sure how wide the driveway is, if it is supposed to be one lane, there is not any turning radius where the driveway enters the street. **30-foot right of way with gravel drive**
6. They will need to get a NC driveway permit. **Will obtain if needed – apron on street**
7. The lot is flat, location of erosion control and storm water control. no contours shown. **Will obtain**
8. Will they have the fall for a gravity septic system. **Not sure, higher at the back of property**
9. It is light industrial, what is it going to be used for, contractor offices and storage yard is wide open. **By right in ordinance**

Appoint Board of Adjustment members and Planning Board Member



TOWN OF FAIRVIEW

Nomination for appointment to:
(check one)

- Planning Board Fairview Park Facility Committee
- Fairview Park Event Committee Social Media Committee
- BOARD OF ADJUSTMENT

Name: NOBIE THRASHER Date: 1/7/2025

Home Address: 9614 HERITAGE LN INDIAN TRAIL, NC 28079

Work Address: SAME

Home Phone: _____ Work Phone: 704 3614019

Email Address: AGENT NOBIETHRASHER@GMAIL.COM

Please list any government or non-profit board, committee or commission on which you currently serve: MELK County BER BOARD 10 years, USO 14 years
MELK County BOARD of elections 12 years + MORE

Please list any particular experience or education which you feel qualifies you for the position: See Above

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 2 years.

Signature of Applicant [Handwritten Signature]

Please return this form to:

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

42
Received
1-7-2025 EDH

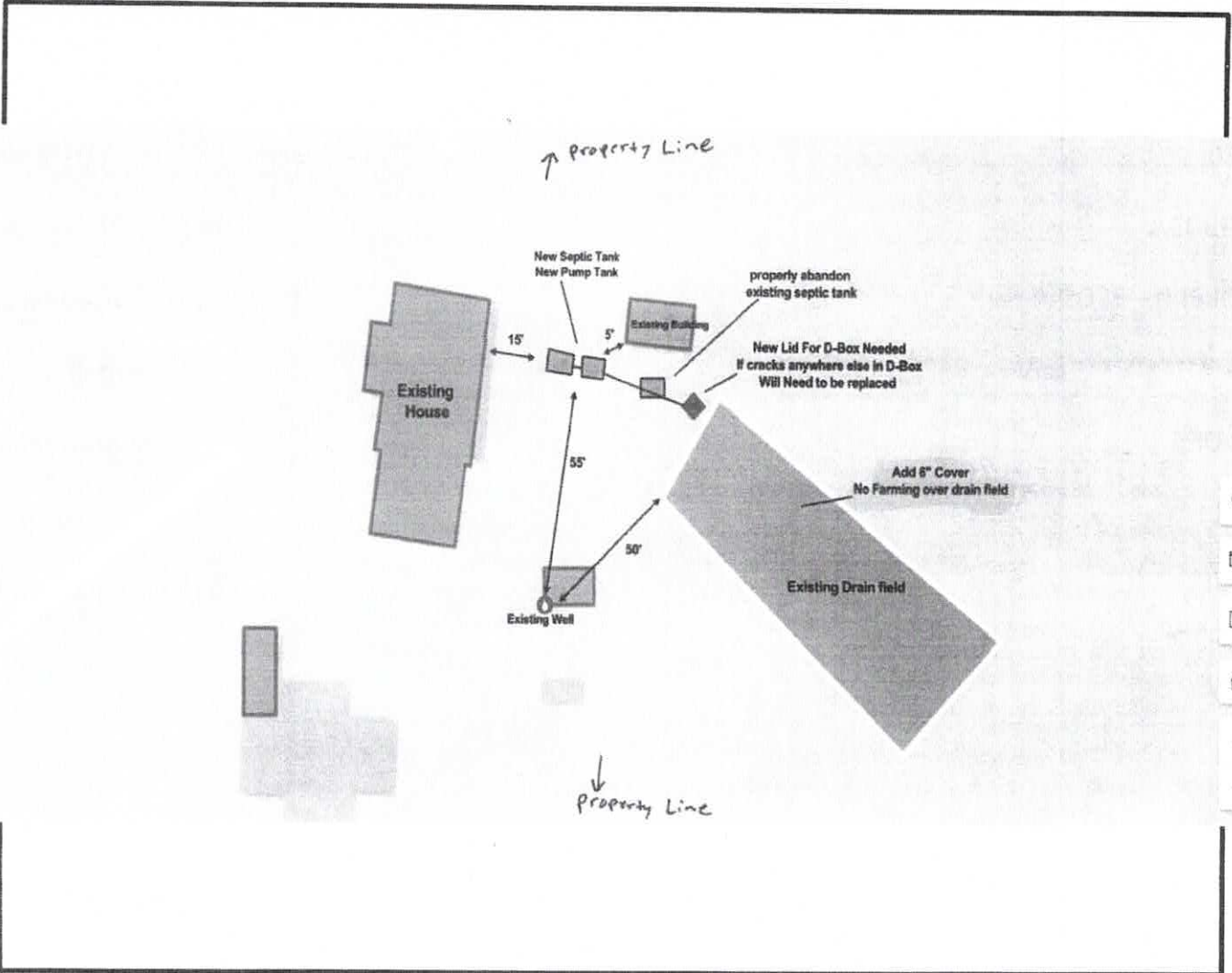
Discuss Repair of Septic System for Rental House

Parcel #: 08189031

Saprolite: Yes No

Scale: _____

System components represent approximate contours only. The contractor must measure grade and flag the system location prior to beginning the installation to ensure that the proper grade is maintained.



No Construction shall occur while soil is in a wet condition. Keep vehicular traffic off designated initial and repair septic area. A **preconstruction meeting is required prior to installation.**

For scheduling, contact the EH office by 4pm on the business day prior to the date of preconstruction/installation at 704-283-3553 or unioncountyeh@unioncountync.gov

*The requirements of 15A NCAC 18E are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the attached site sketch. **This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes.** The Construction Authorization shall not be affected by a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of 15A NCAC 18E, or 15A NCAC 18A .1900, as applicable, and to the conditions of this permit.*

44

Discuss Contract
from Benesch to
Monitor
Amphitheater Site
Work

Continuing post-pandemic related conditions related to labor, materials and shipping shortages could cause periods of delay that are not in Benesch’s control. Should phases of project construction exceed 3 months, Benesch is available to provide additional construction administration for an additional fee. Benesch has the option to delay site visits during times when construction work is not active.

Project Closeout

In addition to the administration services noted above, Benesch will assist the Client with project closeout for by:

- Attending a pre-final inspection (1) and preparing a pre-final punch list
- Attending a final inspection (1) and preparing a final punch list
- Attending a project closeout walk-thru (1) and providing record documents (as provided by the contractor*) which reflects the completed project.

**Note: The general contractor(s) will be required to verify as-built conditions conform to plans and specifications and provide record drawings to Benesch for inclusion into closeout documents.*

COMPENSATION

Based on our current knowledge of work, as well as discussion with the Client regarding the project, Benesch will be responsible for the work as described in the Scope of Work and will work with the Client on a lump sum fee as follows:

Service Fees:	Fee
Bidding Phase	\$ 10,000
Construction Services/Project Close Out Phases	<u>\$ 7,500</u>
Total Amendment Fee	\$ 17,500

Reimbursable Expenses (Allowance) \$ 750

Reimbursable expenses are costs incurred for shipping, printing, mileage, and other direct costs. Reimbursable expenses are estimated not to exceed the above amount and will not, without written authorization from the Client. These expenses are outside of the Design Fees listed above. All permitting fees will be paid by the Client or the future contractor.

WORK NOT INCLUDED

The design and engineering fees quoted above are for the services listed in this proposal. Services beyond the scope of this proposal include:

- Utilities design (on or offsite)
- Amphitheater structure design
- Water quality pond design
- Special Inspections or certifications
- Section 401/404 permitting
- Any public participation processes and public meetings or any other meetings are not included other than those listed above.

- Renderings, sketches, or models
- Structural design for any retaining walls. If needed, these are assumed to be segmented retaining wall systems and would be handled as a delegated design through the general contractor.

Once again, it is a pleasure to assist you and the Town of Fairview with transitioning phase one of the amphitheater design into detailed design and construction. If you find this proposal to be acceptable, you may indicate your concurrence in the space provided below and return it to our office. Once executed, we can begin work immediately. The attached standard Terms and Conditions for Professional Services is incorporated into and made a part of this agreement.

Sincerely,



Jonathan D. Wood, PLA CLARB
Senior Project Manager



Brian Cannella, PLA
Charlotte Branch Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

Town of Fairview

Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.