# TOWN OF ROBBINS
# REGULAR BOARD MEETING
## January 9, 2020
Town Hall-101 N. Middleton Street

| | | |
|---|---|---|
| **Call to Order** | | Mayor English |
| **Invocation** | | Mayor English |
| **Pledge of Allegiance** | | Mayor English |
| **Approval of Agenda** | | |
| **Approval of Consent Agenda** | *All items listed here are considered routine and will be enacted by one motion. No separate discussion will be held, except upon request from a member of the Board of Commissioners.*<br>• December 2019 Regular Minutes<br>• Budget Amendment #13<br>• Resolution to Accept Surplus Report | |
| **Public Address to the Board of Commissioners** | *Any individual or group who wishes to address the Board shall make a request to be on the agenda to the Town Clerk or chief administrative officer. Any and all public addresses to the Board shall be limited to five minutes.* | |
| **Presentations** | | |
| **Reports** | • Managers' Report | Jon Barlow |
| **Public Hearings** | | |
| **New Business** | • 2018 Water System Improvements Project Discussion of Bids<br>• Mini-brooks Resolution | |
| **Discussion and Possible Action** | • Appearance Committee<br>• Library Fire Alarm System | |
| **Comments by Commissioners** | • *Limited to 5 Minutes* | |
| **Closed Session** | • Pursuant to G.S. 143-318.11(a)(3) to preserve attorney-client privilege<br>• Pursuant to G.S 143-318.11(a)(6) to discuss personnel matters | |
| **Adjournment** | | |

# Town of Robbins
# Board Commissioners Meeting

101 N. Middleton Street
Robbins NC 27325
www.townofrobbins.com
Lonnie English, Mayor
David Lambert, Town Manager
**Regular Meeting**

## ~ Minutes ~

**Thursday, December 12, 2019** **6:00 PM** **Robbins Town Hall**

### Call to Order

The meeting was called to order at 6:00 PM by Mayor Lonnie English
In attendance were commissioner Bradshaw, Holt, Philips, and Stewart.
Commissioner Boswell was marked absent for this meeting.

### Invocation

Mayor Lonnie English gave the invocation.

### Pledge of Allegiance

Mayor Lonnie English led the recitation of the Pledge of Allegiance to the American flag.

### Approval of the Agenda

**Motion to:** Approve the agenda as amended.

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☒ Approved | ☐ REJECTED | ☐ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | 1 Absent | ___ Abstain | ☒ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☒ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSENT** | ☒ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

### Consent Agenda

**Motion to:** Approve the Consent Agenda.

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☒ APPROVED | ☐ REJECTED | ☐ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | 1 Absent | _____Abstain | ☒ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☒ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSENT** | ☒ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

**Items on Consent Agenda:**

- November Regular BOC Meeting Minutes
- 2020 Holiday Schedule
- 2020 BOC Regular Meeting Schedule
- Budget Amendment 11
- Budget Amendment 12

**Overview of the Rules and Procedures for the Public Forum**

The overview of the rules and procedures for the public forum was omitted since no one chose to speak at the public forum.

**Public Forum**

No one spoke during the public forum.

**Presentation**

**Town Manager's Report**

*Investing FORWARD*

**CDBG-** Please see the attached construction progress meeting minutes from November 26, 2019. As I mentioned last month, work is progressing, but at a slow pace. The new completion date is January 10, 2020. However, it is unlikely that construction will be complete by then. The contractor is aware of liquidated damages in the event the contract deadline is not met.

**Chlorine Booster Pump Station-** A bid opening was conducted on November 14th. However, since three bids were not submitted, a second round of bid requests were required. The new Bid opening date is set for December 5th. The plan is to have a recommendation prepared for the Board to consider on December 12th.

Work is still on-going to acquire the easement from Vanderbilt.

## Other Updates:

**New Grant Opportunity:** Last month, I mentioned a new grant opportunity available through USDA. Last week, I met with John and his staff to discuss possible projects that might be worth additional consideration. John is working on some cost estimates and will report back with his findings soon. As you recall, the amount of grant is dependent upon the Town's median income compared to the States median income. The Town should have a good chance at receiving the highest grant award of 75% since its median income is about 55% of the state average.

The types of projects that could be funded include:

1. Building facilities such as public works facilities.
2. Equipment
3. Street Paving – John states that Powell Bill funds could be used as a source of the local match.

*Funding is first come first served. Thus, the sooner we get in line the better chance of funding.

**Motion to:** direct the interim town manager to move forward on the grant application for street repair.

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☒ Approved | ☐ REJECTED | ☐ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | 1 Absent | ___ Abstain | ☒ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☒ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSENT** | ☒ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

**DMV Mobile Unit – Robbins**

DMV offers a mobile Driver's License Office in the Town of Robbins 1 x per month. Due to low participation and high delivery costs, DMV is proposing to frequent the Town 2 times next year; May 19th and October 20th

**Motion to:** direct the interim Town Manager to send a letter to the NCDOT requesting that DMV mobile unit be assigned to Robbins once every quarter, totaling 4 times a year.

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☒ Approved | ☐ REJECTED | ☐ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | 1 Absent | _____ Abstain | ☒ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☒ Brandon Phillips | ☐ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSENT** | ☒ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

**New Business**

1. S&ME Borehole Proposal

   **Motion to**: approve the S&ME borehole proposal.

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☒ Approved | ☐ REJECTED | ☐ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | _____ Absent | 1 Absent | ☒ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☒ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSENT** | ☒ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

2. 2018 Water Improvement Project Recommendation

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☐ Approved | ☐ REJECTED | ☒ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | _____ Absent | _____ Absent | ☐ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSTAIN** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

**Discussion and Possible Action**

1. Appearance Committee
   - No action taken.
   - Board agreed that a set budget and scope of work need to be worked out before the committee reforms.
   - January will be the start of the committee reformation.

2. Duke Power Poles

**Motion to:** move forward with having these idle poles turned back on and following up on the current lights that are not LED being updated.

**Discussion:** Board asked that the Town Clerk get a map of the pole locations for the poles they were voting to have turned back on.

| | | | | | |
|---|---|---|---|---|---|
| **RESULT** | ☒ Approved | ☐ REJECTED | ☐ TABLED | ☐ OTHER | |
| **VOTE** | _____ In Favor | 1 Absent | _____ Abstain | ☐ Unanimous | |
| **MOVER** | ☐ Joey Boswell | ☒ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **DECENTERS** | ☐ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |
| **ABSENT** | ☒ Joey Boswell | ☐ Nikki Bradshaw | ☐ Terri Holt | ☐ Brandon Phillips | ☐ Kevin Stewart |

**Commissioners Comments**

**Phillips: Great Christmas parade. Whishing everyone a Merry Christmas.**

**Stewart: Welcome to our new business Southern Charm**

**English: The parade was great, and we had many favorable compliments. Tree lighting was also a success. We do this for the children, and they enjoy it. Thanks to everyone who helped facilitate the parade and tree lighting.**

**Enter into Closed Session**

Commissioner Bradshaw made a motion to enter into closed session after a 5-minute recess at 6:51PM Pursuant to G.S. 143-318.11(a)(3) to preserve attorney-client privilege. Pursuant to G.S 143-318.11(a)(6) to discuss personnel matters. Motion was unanimously approved. Commissioner Boswell was absent for the vote.

Commissioner Bradshaw made a motion to close the closed session at 7:20 PM. This motion was unanimously approved. Commissioner Boswell was absent for the vote

Commissioner Stewart made a motion to reopen the open meeting session at 7:20 PM. This motion was unanimously approved. Commissioner Boswell was absent for the vote.

**Adjournment**

The meeting was closed at 7:21 PM PM on a motion made by Commissioner Bradshaw. Unanimously approved. Commissioner Boswell was absent for the vote

_____ _____

Lonnie English, Mayor Town Clerk

Accepted into the record _____on a motion

made by_____. In favor:_____; Against_____.

Town of Robbins
Robbins, NC
2019-2020 Budget Ordinance Amendment #13

BE IT ORDAINED by the Governing Board of the Town of Robbins, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the budget to increase the Contributions Revenue and the Police Dept Supplies Expense Budget for a donation in the amount of $1000.00. Changes are to be made as follows:

**General Fund**

| | | Increase | Decrease |
|---|---|---|---|
| 10-398-60 | Contributions | $ 1,000 | |
| 10-510-33 | Police, Dept Supplies | $ 1,000 | |

Section 2. This budget amendment approves the increase of revenue in the Town Contributions revenue and increases expenses for the Police Dept. This was for a donation that was made to the town and designated to the Police Dept. .

Section 3. Copies of this budget amendment shall be furnished to the Clerk, to the Governing Board, and to the Finance Director for their direction.

Adopted this 9th day of January 2019, effective immediately.

Lonnie B. English
Mayor

Hannah Hungerford
Town Clerk

# RESOLUTION TO ACCEPT AND APPROVE THE BI-ANNUAL SURPLUS REPORT

**WHEREAS**, the Town of Robbins Bi-Annual Surplus Report for the period ended December 31, 2019 is hereby submitted to the Board of Commissioners in accordance with Section 33.02 of the Robbins Town Ordinances; and,

**WHEREAS**, the Board of Commissioners, having reviewed the document, find it to be in compliance with Section 33.02 of the Robbins Town Ordinances

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** The Town of Robbins Board of Commissioners hereby accepts the Bi-Annual Surplus Report for the period ended December 31, 2019.

**Section 2.** This resolution shall be in effect immediately upon its adoption.

Adopted on the _____ day of January 2020.

_____

Lonnie English

Town Mayor

_____

Hannah Hungerford

Town Clerk

Town of Robbins
101 N. Middleton St.
Robbins, NC 27325

Hannah Hungerford
Town Clerk

(910)948-2431 ext. 3
info@townofrobbins.com

January 2, 2020

Reference: Surplus Report

During the period of July1, 2019 and December 31, 2019 three items were placed into surplus. Only one of those items has been sold.

The following items were declared surplus or previously declared surplus and sold during the period of July 1 and December 31:

1. Beretta Model 96
    a. Serial #BER032442M
    b. Approximate value: $250.00
2. Beretta Model 96
    a. Serial #BER032405M
    b. Approximate value: $250.00
3. Beretta Model 1201
    a. Serial #A21670L
    b. Approximate value: $250.00
4. FNX-40 Firearm
    a. Serial #FX2U012896
    b. Approximate value: $200.00
5. FNX-40 Firearm
    a. Serial #FX2U011971
    b. Approximate value: $200.00
6. FNX-40 Firearm
    a. Serial #FX2U012809
    b. Approximate value: $200.00
7. FNX-40 Firearm
    a. Serial #FX2U019345
    b. Approximate value: $200.00
8. FNX-40 Firearm
    a. Serial #FX2U011967
    b. Approximate value: $200.00
9. FNX-40 Firearm
    a. Serial #FX2U012814
    b. Approximate value: $200.00
10. FNX-40 Firearm
    a. Serial #FX2U012813
    b. Approximate value: $200.00

Town of Robbins
101 N. Middleton St.
Robbins, NC 27325

Hannah Hungerford
Town Clerk

(910)948-2431 ext. 3
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11. FNX-40 Firearm
    a. Serial #FX2U012829
    b. Approximate value: $200.00
12. FNX-40 Firearm
    a. Serial #FX2U012686
    b. Approximate value: $200.00
13. 2004 Crown Victoria
14. 1300 rounds of .40 ammunition
    a. Approximate value: $150.00

** Items that were declared surplus but not sold include:

1. 2001 Jeep Grand Cherokee
   a. The Police department has decided to keep and regularly use this vehicle within their fleet.
2. Safe
   a. Approximate value: $125.00
3. Safe
   a. Approximate value: $125.00
4. Steel storage case
   a. Approximate value: $100.00
5. Steel storage case
   a. Approximate value: $100.00

TO: Members of the Robbins Town Council

FROM: Jon Barlow, Interim Town Manager

SUBJECT: Town Manager's Report for Town Council Meeting

DATE: December 2019

*Investing FORWARD*

- **CDBG-** According to the most recent schedule, the Contractor is obligated to complete construction no later than January 10, 2020. According to the Contractors most recent estimate, construction will not be complete until March 6, 2020. This is 86 days beyond the contract period. Unless the Contractor applies more resources to complete the project, the amount of liquidated damages could be as much as $64,500.

- **FY 20/21 Budget Work Session –** The month of January is typically when the planning season for the upcoming fiscal year budget begins. If you would begin to look at your calendars for possible dates. Hannah will follow up with you to find a common date.

- **2018 Water System Improvements Bids–** See agenda item discussed under New Business

# Robbins Police Department

101 North Middleton Street
P.O. Box 687
Robbins, North Carolina 27325
(910) 948-3549
FAX: (910) 948-3981

**LAWSON THOMAS**
**CHIEF OF POLICE**

December 31, 2019

To: Hannah Hungerford
Town Clerk

From: Lawson Thomas
Chief of Police

**SUBJECT:** Robbins Police Department December 2019 Monthly Report

- During this month officers made (7) arrest resulting in (16) charges; and issued (29) citations resulting in (40) charges
- Officers conducted surveillance at Miliken Park in reference to drug activity complaints; officers observed a drug transaction take place and were able to successfully apprehend and charge individuals involved
- Chief Thomas met with the staff at Fidelity Bank and conducted an annual security meeting covering various procedures for staff and law enforcement in the event of emergency incidents
- Ricardo Padin who was recently hired as a reserve officer received his certification paperwork back from the state and will begin work in January
- Chief Thomas met with the staff at First Bank and conducted an annual security meeting covering various procedures for staff and law enforcement in the event of emergency incidents
- Officer's conducted a department staffed traffic safety checkpoint resulting in numerous charges
- The annual end of year department in-service training reporting was completed to be submitted to the state with 100% compliance by the department

We would like to thank the citizens, town council, and town administration for their continued support of the department as we work to progress the department into the future to better serve and protect our town.

**Robbins Fire Rescue**
**PO Box 987**
**Robbins, NC 27325**

December 2019 Fire Rescue Report

Medical calls - 24

Structure Fires - 2

Vehicle Accidents - 8

Fire Alarms - 3

Outside Fires - 1

Storm Damage - 1

Electrical Hazard - 1

Total Calls - 40

Our station continues to have training classes with continuing education for EMT'S and firefighters

The paid staff performed weekly truck and station check-offs. Staff also preformed weekly station and truck cleaning along with cleaning bay floors and blowing parking lot.

Staff performed medical and driver training.

Additional fire pre-plans have been completed.

Jarius stepped down as chief to become deputy chief and I took over chief.

Respectfully Submitted,

Chief Timmy Brown
Robbins Fire Rescue
Cell 910-690-4019

**TOWN OF ROBBINS**
**MONTHLY FINANCIAL REPORT for FISCAL YEAR 2019-2020**
**MONTH ENDING DECEMBER, 31 2019**

**Budget vs. Actual** **50% of Fiscal Year Completed**

***GENERAL FUND***

| | Description | | Budget | | MTD | | YTD | % Used |
|---|---|---|---|---|---|---|---|---|
| **Expenditures** | | | | | | | | |
| 410 | GOVERNIN | $ | 18,229 | | 1,425 | $ | 8,551 | 47% |
| 420 | ADMINIST | $ | 210,401 | | 7,060 | $ | 108,354 | 51% |
| 420 | ECON.DEV. | $ | 10,000 | | - | $ | 1,400 | 14% |
| 450 | LIBRARY | $ | 20,925 | $ | 469.00 | $ | 7,715 | 37% |
| 430 | ELECTION | $ | 3,600 | $ | - | $ | - | 0% |
| 460 | MOORE COLL | $ | 12,000 | | | $ | 4,320.00 | 36% |
| 470 | PROFESSIONAL | $ | 43,000 | $ | 3,683 | $ | 31,487 | 73% |
| 510 | POLICE | $ | 361,758 | $ | 22,430 | $ | 185,823 | 51% |
| 520 | FIRE | $ | 275,490 | $ | 14,304 | $ | 128,090 | 46% |
| 550 | RECREATION | $ | 4,600 | $ | 258 | $ | 1,891 | 41% |
| 560 | STREET | $ | 195,991 | $ | 9,158 | $ | 108,592 | 55% |
| 570 | POWELL | $ | 33,300 | $ | - | $ | 4,523.00 | 14% |
| 580 | SANITATION | $ | 65,000 | | | $ | 28,228 | 43% |
| 590 | CEMETERY | $ | 7,500 | $ | 625 | $ | 4,727 | 63% |
| 650 | ECON.MEMB. | $ | 2,500 | $ | - | $ | 1,375 | 55% |
| 660 | DEBT | $ | 89,355 | $ | - | $ | 45,179 | 51% |
| **Total Expenses** | **10** | **$** | **1,353,649** | **$** | **59,412** | **$** | **670,255** | **50%** |

**TOWN OF ROBBINS**
**MONTHLY FINANCIAL REPORT for FISCAL YEAR 2019-2020**
**MONTH ENDING DECEMBER, 31 2019**

**Budget vs. Actual** **50% of Fiscal Year Completed**

***ENTERPRISE FUND***

| | Description | | Budget | MTD | YTD | % Used |
|---|---|---|---|---|---|---|
| **Expenditures** | | | | | | |
| 660 | DEBT | | $ 114,143 | | $ 30,779 | 27% |
| 810 | WATER | | $ 502,545 | $ 6,404 | $ 246,272 | 49% |
| 811 | WWTP | | $ 309,052 | $ 12,827 | $ 148,372 | 48% |
| **Total Expenses** | | **30** | **$ 925,740** | **$ 19,231** | **$ 425,423** | **46%** |

**Water and SEWER Revenue**

| | | | | | |
|---|---|---|---|---|---|
| 30-371-00 | WATER | $ 486,000 | $ 39,026 | $ 251,391 | 52% |
| 30-371-01 | SEWER | $ 340,000 | $ 27,882 | $ 164,773 | 48% |
| | OTHER | $ 35,740 | $ 12,422 | $ 21,794 | 61% |
| | | **$ 861,740.00** | **$ 79,330.00** | **$ 437,958** | **51%** |

Water revenue over budgeted amount YTD: **$ 9,732.00**
Sewer revenue under budgeted amount YTD: **$ (6,800.00)**

**50% of fiscal year completed as of December 31, 2019**

| | | | |
|---|---|---|---|
| ***ENTERPRISE:*** | ***Revenue*** | $ | 437,958 |
| | ***Expenses*** | *$* | *425,424* |
| | ***Net Gain*** | **$** | **12,534** |

Sales and Use Tax Refund received this month. Enterprise amount was $10, 872

Remaining $83,364. of debt payment due in May 2020.

Respectfully submitted by: Kim Williams, Finance Director

**TOWN OF ROBBINS**
**CASH AND INVESTMENT BALANCES**
**as of December 31, 2019**

| | | | | |
|---|---|---|---|---|
| CASH DRAWER | | 200.00 | | |
| FIDELITY BANK CHECKING | | 120,496.10 | | |
| CAPITAL MANAGEMENT TRUST | | 746,414.07 | | |
| CAPITAL MANAGEMENT TERM | | 263,415.31 | | |
| CAP.MANAGE. FEMA RECOVERY & RESPONSE | | 1,621,045.24 | Loan and Interest | |
| SUB-TOTAL | **$** | **2,751,570.72** | | 2,751,570.72 |
| | | | | |
| FIDELITY BANK CD- GENERAL FUND 6882 | | 49,999.00 | | |
| FIDELITY BANK CD- FIRE DEPT 3775 | | 65,793.27 | | |
| FIRST BANK CD- GENERAL FUND 4812 | | 100,000.00 | | |
| FIRST BANK CD- ENTERPRISE 5291 | | 100,000.00 | | |
| FIRST BANK CD- ENTERPRISE 5292 | | 100,000.00 | | |
| SUB-TOTAL | **$** | **415,792.27** | | 415,792.27 |
| | | | | |
| **TOTAL CASH** | | | **$** | **3,167,362.99** |

**RESTRICTED**

| | | |
|---|---|---|
| DEPOT | $ | 384.30 |
| POWELL BILL | | 82,882.16 |
| ECONOMIC DEVELOPMENT RESERVE | | 27,269.27 |
| FIRE DEPT (TRUCK/BUILDING) CAPITAL RESERVE | | 98,051.96 |
| ORR STIMULUS GRANT | | 291,172.38 |
| FEMA RECOVERY AND RESPONSE | | 1,600,000.00 |
| | | **2,099,760.07** |

| | | |
|---|---|---|
| **BALANCE REMAINING** | **$** | **1,067,602.92** |

$17,396.95 was received in Powell Bill funds this month making the total available $82,882.16

# December 2019 Monthly Report – Robbins Area Library – Sue Aklus

**Displays:**
**Adult:** Upcoming Programs, Dolly Parton ☺, New Books, Feature Authors Anna Todd & Daniel Silva , Christmas Books & Hunting,
**Young Adult:** TAB Group, New Books, 2019/2020 Battle of the Books
**Juvenile:** 2019/2020 Battle of the Books for Elementary & Middle School, New Books, Upcoming Programs, The Polar Express Book/Movie Club, Christmas
**Programs:** Pre-School Story Time, Book Buddies, Knitting/Crocheting Group, NC Works, D&D, Movies, Hope Academy Story Time, TAB, Checkers Match Game, LEGO Day, Art Class with Addie, SCC, Christmas Programs & Christmas Movies, Rachel Brower Book Club, Art Class With Addie

| | 2019 | ATTENDANCE |
|---|---|---|
| DAYS OPEN | 17 | |
| DOOR COUNT | 1548 | |
| REFERENCE QUESTIONS | 346 | |
| INTERNET USE | 81 | |
| PAGES FAXED | 17 | |
| PAGES SCANNED | 37 | |
| Volunteer Hours | 11 | |
| **ADULT PROGRAMS**: | 17 | 66 |
| Committee Meeting | 1 | 8 |
| Crochet/Knitting Group | 4 | 16 |
| Christmas Craft & Soup Exchange | 1 | 10 |
| Misty Clark Book Club | 1 | 0 |
| NC Works | 1 | 0 |
| Rachel Brower Book Club | 1 | 8 |
| SCC Basic Skills Computer | 4 | 11 |
| Puzzles | 4 | 13 |
| **YA PROGRAMS:** | 2 | 13 |
| D&D | 2 | 13 |
| **JUVENILE PROGRAMS:** | 21 | 352 |
| The Polar Express Book/Movie Club | 1 | 9 |
| Christmas Craft & Movie with Misty | 1 | 0 |
| Book Buddies | 1 | 14 |
| Wednesday Christmas Cards | 1 | 4 |
| Pre School Story Time | 3 | 82 |

| | | |
|---|---|---|
| Movies | 3 | 14 |
| Art Class With Addie | 1 | 18 |
| Christmas With Santa | 1 | 109 |
| Checkers Match Game | 3 | 10 |
| LEGO Day | 1 | 3 |
| Hope Academy Pre-School | 5 | 89 |
| **Conference Room (Non-Library)** | 6 | 25 |
| DMV | 1 | 12 |
| Robbins Theatre Group | 1 | 8 |
| Proctor | 3 | 3 |
| Tutor | 1 | 2 |
| PATRONS ADDED | 8 | |
| CHECKOUTS/RENEWAL | 1537 | |
| Holds Placed | 164 | |

**Upcoming programs:**

- Knitting/Crocheting Group continues to meet from 2-5pm every Tuesday.
- Committee meeting will be Monday, Jan. 6 @ 10 AM
- Pre-School Story Time meets every Thursday Morning @ 10 AM
- Hope Academy Story Time may be switching to Fridays @ 9:40AM/10:15AM/10:45AM
- Art Class with Addie @ 10:30AM, 2nd Tuesday of each month.
- Book Buddies 11:15 AM-12:15 PM, 2nd Thursday of each month.
- DMV-Tuesday, January 21 from 10-4PM
- D&D YA Group Jan. 2 @ 2:15 PM & Jan. 16 @ 4PM
- Lego Friday January 3 ALL DAY
- Sandhills Community College Basic Skills Computer Class – new session starts Jan. 11-Feb. 22.
- NC Works Career Center - 2nd & 4th Thursday each month- 2-5PM
- Let's Get Fit. Walk with us on Tuesdays @ 5PM
- Rachel Brower Book Club-"Where The Crawdad's Sing" Jan. 23 @ 3PM
- Misty Clark Book Club-"Falling Like Snowflakes" Jan. 17 @ 4PM
- Saturday Movie Fun – January 4 Abominable @ 10:30AM & 12PM
- Friday Afternoons Puzzles & Checkers Fun

**Projects:**

- Hung fliers around town and sent info to Town Hall for upcoming programs.
- Prepared Library Report and Schedule of Programs & Events.
- Borrowing Book Club Books from our SRLS Region for all our book clubs.
- Choosing Books for the next book clubs.
- Weeding old books/dvd's as new ones arrive.
- Changing out Bar Codes for new system Cardinal to begin in January.
- Preparing for Cardinal Migration-Libraries will close at 5PM on Jan. 15 and reopen on Jan. 16 @ 12PM
- Making up fliers for all upcoming programs.
- Coming up with ideas & getting Prizes for Monthly Library Contests.
- Decorating the Library as seasons are changing. Setting up new displays.
- Display Case –I Spy Christmas Stuff will switch to I Spy Snow Stuff
- Working with Tab Members who are volunteering for upcoming programs.
- Working with our community to utilize all that our Libraries offer.
- Closet Cleanout

# 2020
# Schedule of Programs & Events
# Robbins Area Library

| | |
|---|---|
| Wed. Jan. 1 | Closed Happy New Year |
| Thurs. Jan. 2 | (10AM) Story Time – Happy New Year |
| | (4PM) D & D |
| | (6PM) Robbins Theatre Group |
| Friday Jan. 3 | All Day Legos |
| Sat. Jan. 4 | (10:15AM & 12PM) Movie- Abominable |
| Mon. Jan. 6 | (10AM) Committee Meeting |
| Tues. Jan. 7 | (2-5PM) Knitting/Crocheting Group |
| | (5PM) Let's Get Fit – Walk a Mile |
| Wed. Jan. 8 | No Programs |
| Thurs. Jan. 9 | (10AM) Story Time – Snowflakes |
| | (11:15AM) Book Buddies |

| | |
|---|---|
| Fri. Jan. 10 | (9:40AM) Hope Academy Story Time |
| | (10:15AM) " " |
| | (10:45AM) " " |
| | (2-6PM) Checkers & Puzzles |
| Sat. Jan. 11 | (10AM-12PM) SCC Computer Class |
| Tues. Jan. 14 | (2-5PM) Knitting/Crochet Group |
| | (5PM) Let's Get Fit – Walk 2 Miles |
| Wed. Jan. 15 | Cardinal Migration – Close at 5PM |
| Thurs. Jan. 16 | Cardinal Migration - Open at 12NOON |
| | (4PM) D & D |
| Fri. Jan. 17 | (9:40AM) Hope Academy Story Time |
| | (10:15AM) " " |
| | (10:45AM) " " |
| | (4PM) Book Club with Misty |
| | "Falling Like Snowflakes" |
| Sat. Jan. 18 | Closed Martin Luther King Holiday |
| Tues. Jan. 21 | (10AM-4PM) NCDMV |
| | (2-5PM) Knitting/Crocheting Group |
| | (5PM) Let's Get Fit – Walk 3 Miles |
| Wed. Jan. 22 | No Programs |
| Thurs. Jan. 23 | (10AM) Story Time – Show & Tell |
| | (3PM) Rachel Brower Book Club |
| | "Where the Crawdads Sing" |
| Fri. Jan. 24 | 9:40AM) Hope Academy Story Time |
| | (10:15AM) " " |
| | (10:45AM) " " |
| | (2-6PM) Checkers & Puzzles |
| Sat. Jan. 25 | (10AM-12PM) SCC |

| | |
|---|---|
| Tues. Jan. 28 | (2-5PM) Knitting/Crocheting Group |
| | (5PM) Let's Get Fit – Walk Walk Walk |
| Wed. Jan. 29 | No Programs |
| Thurs. Jan. 30 | (10AM) Storytime with Miriam-FEMA |
| | (4PM) T.A.B. |
| Fri. Jan. 31 | 9:40AM) Hope Academy Story Time |
| | (10:15AM) " " |
| | (10:45AM) " " |
| | (2-6PM) Checkers & Puzzles |

THE WOOTEN COMPANY

DISCUSSION OF BIDS

TOWN OF ROBBINS

2018 WATER SYSTEM IMPROVEMENTS

ROBBINS, NORTH CAROLINA

BIDS RECEIVED DECEMBER 5, 2019

TWC PROJECT 3113-L

## I. INTRODUCTION

The Project was originally advertised on October 13, 2019 in the *Courier-Tribune* for a bid opening of November 14, 2019. Plans and Specifications were emailed to the following plan rooms on October 11, 2019: ISqft, Reed Business, Construct Connect, Construction Journal, Dodge Data & Analytics, and The Blue Book. The project was re-advertised in the *Courier-Tribune* on November 17, 2019 for the December 5, 2019 re-bid opening.

Plans and Specifications (Bid Documents) were sent to four (4) contractors. A non-mandatory Pre-Bid Conference was held on October 23, 2019; none of the plan holders attended.

Addendum No. 1 was issued on November 5, 2019 which included the minutes of the non-mandatory Pre-Bid Conference and was sent to all plan holders.

The Bid Opening for the Robbins 2018 Water System Improvements project was held at 2:00 p.m. on Thursday, November 14, 2019, and one (1) bid was received; therefore, the bid was not opened. The Re-Bid Opening was held on December 5, 2019 and one (1) bid was received.

The Re-Bid Opening results are the subject of this Discussion of Bids.

## II. PROPOSAL REQUESTED

The following construction proposal was requested:

> Installation of THM Removal Systems at two elevated storage tanks and a chlorine booster station along Spies Road.

## III. REVIEW OF PROPOSALS

The following bid was received:

J. S. Haren Company of Athens, Tennessee submitted a bid as follows:

| | |
|---|---|
| Milliken Storage Tank | $204,000 |
| South Tank | $199,000 |
| Chlorine Booster Station | $181,000 |
| **TOTAL COMBINATION OF ALL BID AMOUNTS** | **$584,000** |

IV. PROJECT COST AND FUNDING

Considering J. S. Haren Company's bid price submitted and other known expenses, we provide the following summary of project costs:

| | |
|---|---|
| Low Bid | $584,000 |
| 5% Contingency | $29,200 |
| Preliminary Design | $14,000 |
| Final Design | $32,400 |
| Bidding & Negotiation | $5,000 |
| Construction Administration | $12,000 |
| Construction Observation | $6,600 |
| Funding Administration | $5,000 |
| **Water Improvements Project Cost** | **$688,200** |

Project is over original budget of $624,240 by $63,960.

There are two options for the Town to move forward with the project.

Option 1

Division of Water Infrastructure has stated an increase in loan of $31,212 could be obtained without going to LGC for approval. The contingency of $29,200, if not needed, would reduce the total cost to about $3,548.00 over available funding. In discussions with the Contractor, they offered to reduce total price by $5,000 if Town awarded all parts of the contract. This would bring the project within budget; however, the Town would need to be prepared to cover unknowns if they come up during construction.

Option 2

Discussions with the low bidder provide the option of removing the sprayer portion of the THM removal system from the South Tank which would reduce the construction cost to $517,114. This would reduce the total project cost as follows, which is within available funding:

| | |
|---|---|
| Construction Cost | $517,114 |
| 5% Contingency | $25,860 |
| Preliminary Design | $14,000 |
| Final Design | $32,400 |
| Bidding & Negotiation | $5,000 |
| Construction Administration | $12,000 |
| Construction Observation | $6,600 |
| Funding Administration | $5,000 |
| **Revised Total** | **$617,974** |

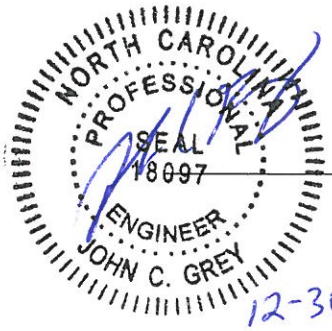
V. INFORMATION ON LOW BIDDER

J. S. Haren Company included with their Bid the required E-Verify Affidavit, and Equipment Manufacturers List. Attached is a copy of the License Detail for J. S. Haren Company from the NC Licensing Board for General Contractors. Also, additional information was requested as allowed by the Bidding Documents and has been provided to the Town.

VI. CONCLUSION

Based on all information included in this Discussion, and provided that the Town of Robbins selects one of the two options to fund the project, The Wooten Company offers no objection to the award of the 2018 Water System Improvements Contract to J. S. Haren Company in the amount of either $579,000.00 or $517,114.00.

This Discussion of Bids is respectfully submitted this 30th day of December 2019.




John C. Grey, P.E.

12-30-19

Attachments: Licensing Details

# NORTH CAROLINA LICENSING BOARD FOR GENERAL CONTRACTORS

| | |
|---|---|
| Name: | J. S. Haren Company |
| Number: | 29925 |
| Status: | Valid |
| Last Renewal Date: | 2019-01-01 |
| Address: | 1175 Highway 11 North |
| City: | Athens |
| State: | TN |
| Zip: | 37303 |
| Telephone: | (423) 745-5000 |
| limitation: | Unlimited |
| Classifications : | Building<br>Public Utilities |
| Qualifiers : | James Skyler Haren |

STATE OF ~~NORTH CAROLINA~~ Tennessee

McMinn
COUNTY OR MUNICIPALITY

AFFIDAVIT

**********

I, J.S. Haren (the individual attesting below), being duly authorized by and on behalf of J.S. Haren Company (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
   a. YES _____, or
   b. NO ✓
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 9th day of December, 2019

J.S. Haren
Signature of Affiant

Print or Type Name: J.S. Haren

State of ~~North Carolina~~ TN County of McMinn

Signed and sworn to (or affirmed) before me, this the 9th

day of Dec, 2019.

My Commission Expires:

6-24-20

Notary Public

(Affix Official/Notarial Seal)

AMY BROOKE HALL
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF McMINN

To: Mayor English and Town Council Members

From: Jon Barlow, Interim Town Manager

Subject: 2018 Water System Improvements Project – Discussion of Bids

Please find attached a memo from project Engineer John Grey that summarizes the events concerning the bidding of this project. In sum, the lone bid for this project came in over the original project budget by $63,960. After reviewing the bids, John came up with two options:

1. Increase the loan amount by $31,212 and assume that the contingency funds of $29,200 are not used. This would leave the Town funding about $3,548 of the project. However, the Contractor has agreed to lower his price by $5,000 which would negate the Town having to contribute the $3,548.

2. Modify the design by removing the sprayer portion of the THM removal system from South Tank. This would bring the project within existing funding levels.

Recommended Action:

I think it would be a roll of the dice to assume that no contingency funds would be required. I would prefer to stay on the safe side and take option #2. According to John Grey, the overall project will not be diminished by removing the sprayer from South tank. The mixers and ventilation portion of the project remain unchanged.

**A RESOLUTION EXEMPTING APPRAISAL PROFESSIONAL SERVICES FROM THE REQUIREMENTS OF G.S. CHAPTER 143, ARTICLE 3D**

WHEREAS, G.S. § 143-64.31(a) requires that North Carolina municipalities select firms to provide architectural, engineering, surveying and/or construction management at risk services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price;

WHEREAS, G.S. § 143-64.32 authorizes the Robbins Board of Commissioners to exempt in writing any project from the requirements of G.S. Chpt. 143, Art. 3D where the estimated professional fee is an amount less than Fifty Thousand 00/100 Dollars ($50,000.00); and

WHEREAS, the Town seeks to hire a firm to survey the North Broad Street right of way on or near the Elise Middle School property; and

WHEREAS, the Town estimates that the cost of surveying work will be approximately $5,000.00;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF ROBBINS:**

**Section 1.** The surveying work described herein is hereby exempted from the requirements of the G.S. Chapter 143, Article 3D.

**Section 2.** All provisions of any town ordinance or resolution in conflict with this resolution are repealed.

**Section 3.** This resolution shall become effective upon adoption.

The foregoing resolution, having been submitted to a vote, received the following vote and was duly adopted this ____ day of January 2020.
Ayes: _____
Noes: _____
Absent or Excused: _____

Dated: _____

_____
Lonnie English, Mayor

Attest:

_____
Hannah Hungerford, Town Clerk

# Fire Alarm System Proposal

**Central Security Systems, Inc.**
370 NW Broad Street
Southern Pines, NC
(910) 692-2871 License # 661-CSA

This proposal (the "Proposal") is made this 27th day of August, 2019, by and between Central Security Systems, Inc. (referred to herein as "CSS") and Town of Robbins (referred to herein as "Client").

**Purchase and Installation of the System**

Client agrees to buy, and CSS agrees to sell and install at Client's premises, located at Robbins Library, 161 East Magnolia Drive, the alarm system(s) (the "System") described in *Exhibit* A, attached hereto and incorporated herein by reference. CSS shall furnish or cause to be furnished all materials and shall perform or cause to be performed all labor necessary for the installation of the System in accordance with the specifications in this Proposal. CSS shall complete the installation in a careful and workmanship-like manner.

**Pricing and Payment**

Client agrees to pay CSS for the System and its installation the sum of $5,990.00, payable as follows: $00.00 upon execution of this Proposal (at which time the Proposal shall constitute the "Agreement" between the parties) and $5,990.00 upon installation of the System.

Client understands that this Proposal does **NOT** include services pertaining to the monitoring of the System and that Client must contract separately with CSS to provide monitoring of the System. For Client's information:

- CSS charges $21.95 per month for central station monitoring for all conditions. VOIP Phone lines are not allowed for commercial fire.

- CSS also offers long range radio for communication. The radio becomes the primary means of alarm transmission, eliminating the need and costs of having dedicated phone lines under National Fire Protection Association (NFPA) code. The radio cost is included and the additional monthly fee is $15.00 per month. Radio may not be available in all areas.

- The National Fire Protection Association (NFPA) may require the use of test signals on commercial fire alarm systems. In order to comply with this recommendation, the alarm panel must call the central station every six hours and do an automatic check-in to insure that the system is functioning properly. This service costs an additional $ 21.95 per month.

Client further agrees to indemnify and hold harmless CSS, its agents or representatives, from other costs or expenses arising from a claim by any person responding to an alarm or injured by a response to an alarm.

**Conditions of Sale and Installation**

Provision of any services or materials covered by this Agreement is conditioned upon the terms and conditions contained herein. Any additional or different terms or conditions proposed by Client are not binding upon CSS unless specifically agreed to in writing by CSS.

The parties agree as follows: (1) that CSS shall be paid the amounts specified above at the times designated herein; (2) that the amounts payable before completion of the installation are designed to pay for the materials purchased for the Client and to offset expenses incurred by CSS for performing work before the completion of the installation; (3) that such amounts are properly applied to the purposes of the Agreement at the time that they are received, need not be held in escrow thereafter by CSS, and are not to be considered progress payments.

Client authorizes CSS or its designee to enter Client's premises to install the system and to make any preparations appropriate for the installation or service of the System, such as drilling holes, making attachments, etc.

Client is responsible for furnishing 120 volts AC power and RJ3IX telephone jack(s) at the control panel location necessary for the installation and or operation of the System.

Client is responsible for any permits or fees that may he required by any governmental agencies. Client is also responsible for any usage fees, false alarm fines or any other assessments related to the alarm equipment or System operation and shall reimburse CSS for any such expense, if any.

Client shall pay CSS for any changes or additions to the System that may be requested or required by the Client or one of its agents. Once the Client has approved the locations of all components, any changes in location requested by the Client shall be at the Client's expense.

**Title: Risk of Loss or Damage**

Title to the System and its entire component parts shall remain in CSS until the Client has paid for the System in full, at which time the System shall become the property of the Client and title shall vest in the Client. In the event CSS or any subcontractor engaged by CSS to perform work or to provide materials is not paid, CSS or such subcontractor shall have a claim against the Client or the owner of the premises where such work or materials were provided, and such claim may be enforced under the applicable lien laws.

**Default by Client**

If the Client defaults in the performance of any of its obligations under this Agreement or any other agreement between the parties, including but not limited to the failure to pay to CSS any monies when due, CSS may suspend performance under any such agreement, and may pursue against the Client any remedy available at law or equity, now or in the future, including collecting interest on any unpaid balances at an interest rate of 1.5% monthly or 18% annually. In addition, if CSS commences legal proceedings or retains the services of a collection agency or attorney to enforce its rights under this agreement, Client shall pay CSS's reasonable attorneys' and collection agency fees.

**Service Policy**

CSS maintains a service and installation readiness to assure customers of prompt and efficient service at all times. Upon notification by the Client that trouble exists in the System, CSS or its designee will render service.

**Limited Warranty**

System components installed under this Agreement which prove to be defective in material or workmanship within one (1) year from date of completion of installation shall, at the option of CSS, be replaced or repaired with a new or functionally operative part, including labor free of charge. This limited warranty shall not apply to: (a) components damaged by accidents, acts of God, alteration, misuse, tampering or abuse; (b) component failure due to the Client not properly following operating instructions provided by CSS; or (c) trouble due to interruption of commercial power or telephone service.

THE FOREGOING WARRAN'T'Y IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OF CENTRAL SECUITY, SHALL BE REPAIRED OR REPLACED AS SPECIFIED ABOVE. IN NO EVENT SHALL CSS BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CSS AND/OR NEGLIGENCE OF CSS OR OTHERWISE.

The limited warranty described above may be used only by the initial Client of the System stated in this Agreement and cannot be assigned or transferred by the Client to any person, firm or corporation without the express written consent of CSS.

**Customer to Maintain Insurance**

It is understood that neither CSS nor its designee is an insurer, that insurance against client loss, if any, shall be obtained by the Client, and that the amounts payable to CSS hereunder are based upon the value of the services and the scope of the liability as herein set forth and are unrelated to the value of the Client's property or property of others located in the Client's premises.

**Limitation of Damages**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of CSS to perform any of its obligations hereunder. The difficulty in fixing actual damages arises, among other things, from:

a) the uncertain value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or service is designed to control, influence, or avert;
b) the uncertainty of the response time of the police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
c) the inability to ascertain what portion, if any, of any loss would proximately be caused by CSS's failure to perform or by the failure of its equipment to operate;
d) the nature of the services to be performed by CSS.

CSS and the Client agree that CSS's total liability for any conduct or breach of this Agreement resulting in any loss, damage, or injury in any respect shall be limited to a maximum of $1,000, as the agreed-upon damages and not as a penalty, as the exclusive remedy (other than any repairs or replacements provided under the foregoing limited warranty), and that the provisions of this paragraph shall apply if loss, damage, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this contract or from negligence, active or otherwise, of CSS, its agents or employees.

**Limitation of Actions**

No suit or action shall be brought against CSS more than (1) one year after the accrual of the cause of the action therefore.

**Third Party Indemnification**

Purchaser agrees to indemnify and hold harmless CSS, its employees and agents for and against all claims, lawsuits and losses which are brought or sustained by parties or entities other than the parties to this Agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits or damages in which CSS is found to be negligent, whether actively or passively, and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the System, whether those claims be based upon negligence, active or passive, warranty, strict or product liability, on the part of CSS, its agents, servants or employees.

**Assignment**

CSS may assign this Agreement to another competent party; provided, however, the Client must have been given thirty (30) days notice in which to accept the assignee or cancel the Agreement.

**Interruptions of Service**

CSS assumes no liability for delays in the installation of the equipment or for interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of CSS and will not be required to supply service to Client while interruption of service due to any such cause shall continue.

**Unenforceable Provision**

If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Effect of Signatures**

When both the Client and CSS have signed this proposal the parties shall be bound by the terms and conditions hereof as their Agreement. This contract shall constitute the entire agreement between the Client and CSS. The terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by the Client.

**Acceptance**

IN WITNESS WHEREOF, the parties hereto acknowledge that they have read and agree to be bound by its terms and conditions.

_____

Client

_____

Social security or Federal Tax ID Number

Central Security Systems, Inc.

By: _____

# EXHIBIT A

CUSTOMERS NAME: Town of Robbins Public Library
ADDRESS: 161 East Magnolia Drive
CITY, STATE, ZIP: Robbins, NC 27325
PHONE #: Hanna 948-2431, ext 3
DATE: August 27, 2019

| Quan. | stock # | Description | LOCATION/COMMENTS |
|---|---|---|---|
| 1 | VS1-RD | GE VIGILANT FIRE PANEL | Hall |
| 3 | BS-526 | 12 V 7 AH BATTERY | In Control Panel |
| 2 | GSA-CT1 | INPUT MODULE | For Pull Stations |
| 2 | 850S | PULL STATION | Exit Doors |
| 8 | VPS | SMOKE DETECTOR, ADDRESSIBLE | Library, hall, conference rm |
| 8 | B4U | DETECTOR BASE | For Smokes |
| 1 | MGIF-HDVM | FIRE HORN STROBE 24 VOLTS | Hall |
| 3 | MGIF-VM | FIRE STROBE LIGHT | Restrooms, Conference Room |
| 1 | INT-7AT | WEATHERPROOF HORN STROBE | Outside Building |
| 1 | INT-WB | WEATHERPROOF BACK BOX | For Above |
| 2 | MGCF-HDVI | FIRE HORN STROBE, CEILING MOUNT 24 VOLT | Library |
| 1 | AES7788 | FIRE RADIO | Communications |

NOTES: Electrician is to provide a separate 20 Amp branch circuit.

PRICE: $5,990.00 Includes permit, engineered stamped drawings, tax and radio communications.

**Full Force Alarms Inc.**
P.O. Box 44131
Fayetteville, NC  28309 US
9109163565
larry@fullforcealarms.com

# Estimate

**ADDRESS**
Town of Robbins

**ESTIMATE #** 1086
**DATE** 12/27/2019

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **FireS50x** | 50 Point Addressable Fire Alarm Contril Panel | 1 | 875.00 | 875.00 |
| **SD365** | ADDRESSABLE SMOKE DETECTOR | 10 | 100.00 | 1,000.00 |
| **Horn Strobe** | Wall Mount Horn Stribe | 6 | 85.00 | 510.00 |
| **Strobe** | Ceiling Mount Strobe | 2 | 75.00 | 150.00 |
| **Commercial Fire Monitoring** | Commercial Fire Monitoring Monthly | 1 | 40.00 | 40.00 |
| **Commercial Labor** | Labor For Installation of Fire Alarm System | 30 | 75.00 | 2,250.00 |
| **SHOP DRAWINGS** | Shop Drawings for submittal to the fire marshal | 1 | 150.00 | 150.00 |

TOTAL **$4,975.00**

Accepted By

Accepted Date

**Moore County Fire Marshals Office**
**302 S. McNeill St. PO Box 905**
**Carthage, NC 28327**
**(910)947-6317**
**bphillips@moorecountync.gov**

# Inspection Report

January 3, 2020

Robbins Area Library
161 E MAGNOLIA DR
Robbins, NC 27325

An inspection of your facility on Jan 3, 2020 revealed the violations listed below.

ORDER TO COMPLY: Whoever fails to comply with any order by the Fire Marshal or his authorized representative may be charged with a misdemeanor as provided by G.S. 143-139,G.S. 160A-175, G.S. 153A-123(b), and G.S. 14-4. Each day's continuing violations of the code is a separate and distinct offense as provided by G.S. 153A-123(g). Civil Penalties may also be assessed.

## Violations

907.9.1 Maintenance required

Note Recheck violation record auto-generated from ManageMyInspections.com recheck request.
Original Violation Remarks: Whenever required for compliance with the provisions of this code, devices, equipment, systems, conditions, arrangements, levels of protection or other features shall thereafter be continuously maintained in accordance with applicable NFPA requirements or as directed by the fire code official.
Need to service

1006.2 Illumination level

Note Need to repair emergency lights

Inspection Note This inspection record was auto-generated by the system.
This inspection record was automatically created by the system in response to a reinspection request from ManageMyInspections.com.
This inspection record was automatically created by the system in response to a reinspection request.

YOUR RIGHT TO APPEAL: Any person may appeal an order, decision, or determination of a Code Enforcement Official pertaining to the code or any state building law by filing written notice with the Commissioner of Insurance or his designee within ten (10) days after the order, decision, or determination. NC Commissioner of Insurance, 1202 Mail Service Center,
Raleigh, NC 27699-1202.

Additionally the municipalities of Cameron, Carthage, Foxfire, Pinebluff, Robbins, Taylortown, Vass and Whispering Pines have contracted with the County of Moore to conduct their fire inspections in their municipal and extraterritorial limits.

In order to preserve and protect public health and safety, and to satisfy the requirements of N.C. G.S. 153A-364 and G.S. 160A-424, political subdivisions assuming inspection duties, as set out in G.S. 153A-351 and G.S. 160A-411, shall have a periodic inspection schedule for the purpose of identifying activities and conditions in buildings, structures and premises that pose dangers of fire, explosion or related hazards.

The Moore County Fire Marshal is responsible for enforcing the North Carolina Fire Prevention Code and the Moore County Fire Prevention and Protection Ordinance established by the Moore County Board of Commisioners for all unincorparated areas.

SABARKER Steven Barker
Inspector

Hannah Hungerford