



**TOWN OF ROBBINS**  
**1BOARD OF COMMISSIONERS REGULAR MEETING**  
**THURSDAY, OCTOBER 10, 2024 – 6:00 PM**  
**Robbins Fire Department**

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**AGENDA**

- I. CALL TO ORDER**
- II. INVOCATION** – Mayor
- III. PLEDGE OF ALLEGIANCE** – Mayor
- IV. PUBLIC COMMENT PERIOD NC G.S. 160A-81, 160A-81.1**
- V. CONFLICT OF INTEREST** – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*
- VI. APPROVAL OF CONSENT AGENDA**  
*All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.*
  - [A.](#) September Board of Commissioner Minutes
- VII. PUBLIC HEARINGS**  
  
Call to Public Hearing for Parcel ID 20190144 November 14, 2024
  - [A.](#) Old Police Building Public Hearing Filing of Upset Bid
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**
  - [A.](#) Extension Request for Water System Improvements
  - B. Brownfield Development Discussion- Tabled
  - [C.](#) Lease Agreement with Northern Moore Family Resource for Old Police Building
  - [D.](#) Budget Amendment 4 to purchase Backhoe used for Debris Pickup
- X. MANAGER'S REPORT**
  - [A.](#) September 2024 Report
- XI. COMMISSIONER'S COMMENTS**
- XII. CLOSED SESSION** (*if needed*)

143-318.11. Closed session (6)

**XIII. COMMISSIONER'S UPCOMING MEETING/EVENTS**



**TOWN OF ROBBINS**  
**Board of Commissioners Regular Meeting**  
**Thursday, September 12, 2024 – 6:00 PM**  
**Robbins Fire Department**

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**I. CALL TO ORDER**

**PRESENT**

Mayor Cameron Dockery  
Mayor Pro Tem Nikki Bradshaw  
Commissioner Brandon Phillips  
Commissioner Jody Britt  
Commissioner Kevin Stewart  
Commissioner Lonnie English

**II. INVOCATION** – Led by Youth Pastor of First Baptist Church of Robbins Lance Mauldin

**III. PLEDGE OF ALLEGIANCE** – Mayor

**IV. PUBLIC COMMENT PERIOD NC G.S. 160A-81, 160A-81.1**

Charlie Smoak - Clint you are doing a great job! And our Fall Cruise-In October 5th for Melvin Brown 1 pm-4 pm

**V. CONFLICT OF INTEREST** – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

**VI. APPROVAL OF CONSENT AGENDA**

*All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.*

Motion made by Mayor Pro Tem Bradshaw.

Voting Yea: Commissioner Phillips, Commissioner Britt, Commissioner Stewart,  
Commissioner English

**A. August Board of Commissioners Minutes**

Motion made by Mayor Pro Tem Bradshaw.

Voting Yea: Commissioner Phillips, Commissioner Britt, Commissioner Stewart,  
Commissioner English

**VII. OLD BUSINESS**

**VIII. NEW BUSINESS**

- A. Resolution approving road closure for NMHS Homecoming Parade  
Motion made by Commissioner Stewart.

Voting Yea: Mayor Pro Tem Bradshaw, Commissioner Phillips, Commissioner Britt, Commissioner English

- B. Discussion of Old Police Building Use Agreement

The commissioners discussed the conveyance to sell to NMFRC.

The board is asked to define how they will be conveying the property to NMFRC. NMFRC RFP states we lease the building for a \$1 a year. The other option is to keep the building and allow NMFRC to use it or do we give it to them with the transfer of title? The agreement in front of them does not convey the title, it states "Now that you own the building here are the things you have to do." Dockery expresses that the manager had a great rationale for keeping the building on the books for depreciation. TC expresses to the Board that if they are concerned about the time leased, a longer lease can be an option. The statute states if you have a lease for 10 years or less you don't have to use the public disposition process. If you lease it for more than 10 years for this very specific use it is subject to public disposition. TC states you could have a draft lease stating what you are looking for being very specific, however being subject to someone doing an upset bid. The Town and NMFRC need to be on the same page and the Board directs Clint to have a meeting with NMFRC.

Commissioners vote to table this until the manager speaks to Clare. Stewart inquired about co-owner TC wouldn't advise it.

**IX. APPOINTMENTS**

- A. Planning Board Reappointments

Motion made by Mayor Pro Tem Bradshaw.

Voting Yea: Commissioner Phillips, Commissioner Britt, Commissioner Stewart, Commissioner English

- B. Appointment of member to Robbins Firefighters Relief Fund

Motion made by Commissioner Britt.

Voting Yea: Mayor Pro Tem Bradshaw, Commissioner Phillips, Commissioner Stewart, Commissioner English

**X. MANAGER'S REPORT**

- A. August 2024 Report

Manager gives updates - The dredging company is scheduled to begin September 16 at the reservoir.

Met with School of Government regarding assistance on the Brownfield project. SOG has completed 17 projects, and working with them will prove to steer us in the right direction for a developer. Unfortunately, it is not funded, the fee for this service is \$55,000. We will move forward with RFP and see if it's worth it.

Met with the Local Government Commission, and Tiffany gave us a regional update. We explained our auditor issues and she was very empathetic. The appeal we did a couple of months ago was approved with no effect on sales tax.

Discussion about meeting with the architect about the restroom quote. The architect was paid for the design plan. They reflect its inflationary pricing and may need to wait. Bradshaw inquires if we do not use them further would we still be required to pay them \$40,000, the manager states we only would have to pay them \$9000ish and that is accounted for in the 24-25 fiscal year budget. The commissioners are in agreeance to stop and move forward without the Architect.

Bradshaw asks for an update on the audit. The 2020 trial balance for the FEMA account was audited through the 2019-2020 trial balance, the 2021 trial balance does not match our records. The manager reviews line items for the auditor for different funds. The LGC will need to approve an adjustment if the auditor can not justify the discrepancy. His best assessment is the CDBG payments came out of FEMA, so this will be listed in the memorandum of findings along with a summary on how to remedy. The manager states we are making it a priority, but the auditor must finish it, we don't have a definite time.

The manager will meet with park rep from Gray Fox next week for a site visit to gather quotes for Ellie Jean Park. The park will be an addition to Tracy Brown Park. This is a public project, the manager heard a story of another town building this, and a citizen graciously wrote a check for what was needed. Discussing it publicly hoping someone will do the same for Robbins. Proceeds from the Battle in the North Softball game in November will go towards the park.

Clint expressed thanks for the side by side, the boys went out and didn't have to damage anyone's land by using their truck, they used the side by side and checked the meter and came back in half the time.

Britt asked about the meter being checked, Clint stated that Wooten was doing a study of the location and gathering meter data. The design phase is at the state level, with a three month turnaround, billions of dollars in state projects and everyone is trying to get their plan in for approval.

Stewart inquired about the skimmer otherwise known as the pools, rotating catwalk. We were doing that manually, the headworks was helping with getting the solids off the top. We have 3 but only 2 are operational. Stewart asks the status of the anaerobic digester, the manager repeats its filled with rain water for the last 20-30 years, to get it up and running we need to replace a valve; years ago the call was made to dump the sludge into the anerobic digester instead of calling McGill to remove it. Again, though not a top priority we are right where we need to be as far as capacity. It would be an operational budget increase to get it back to working. However, it is still there, can we get it up and running? Absolutely it is an option. Stewart asks if we could do it in house, manager states we can until we get to the bottom and we may need to contract it out. The manager deems it to be an easy fix if we have a large sewer customer and the capacity is needed.

Bradshaw had a parent express the need for a tennis court in Robbins. She states her daughter is going to Troy to practice. The Town has heard from citizens having to travel south to play pickleball, the manager states he wants to wait on pricing from the paving company to see what can be done. Also, the landscaper at the cemetery is now calling every time he goes out to the cemetery, so it can be tracked. Britt asks about a limb that is down and needs to be cut. The manager will look into it.

Britt had a couple citizens come to him about street signs again, the manager questions the commissioner how much would you like to spend on them; as commissioners you all need to tell me the plan. The location is discussed and the cost of each sign, also Powell Bill money is used for signs and the Town Board agreed to a large paving project which drains the Powell Bill line and leaves a small amount for replacements. Britt wasn't able to recall the street signs that were missing. A plan will need to be adopted to move forward.

Britt had another concern about the phone system, the manager stated he spoke with that lady and she must choose an option. Bradshaw mentioned she spoke with the lady before the meeting as well and she says it rings and rings and then hangs up on her.

The manager implied maybe the hours being called no staff is there.

Mayor Dockery asks if there are any other questions regarding the manager report.

## XI. COMMISSIONER'S COMMENTS

Phillips: none

English: none

Bradshaw: none

Britt: none

Stewart: none

Dockery: Looking forward for Nov 8th at 6 pm playing a softball game. I drug Jimmy Chalflinch to the table kicking and screaming. We had a lunch last week and there is lots of buzz I think it will be a great event. The funds that are raised are going to our fundraiser the Ellie Jean project. I would like the commissioners to help us, you need to play, or serve concessions, show up, do something but we really need your support. He asks for commissioners to talk it up and be positive. If we have fun and we raise some money for our project everyone wins!

Motion to go into closed session 6:56 pm

Motion made by Commissioner Phillips.

Voting Yea: Mayor Pro Tem Bradshaw, Commissioner Britt, Commissioner Stewart, Commissioner English

**XII. CLOSED SESSION (if needed)**

Come out of Closed Session: 7:14 pm

Into Open Session 7:15 pm

Commissioners express their frustration with ordinance violations in town. From junked cars to granite slabs, they want to see something done. The mayor suggests writing an ordinance. The manager will have suggestions at the next meeting. The concern is Napa Auto vehicles being so close to the railroad on Town property.

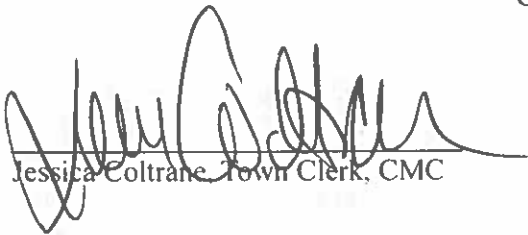
Adjournment 7:25 pm

**XIII. COMMISSIONER'S UPCOMING MEETING/EVENTS**

This the 10<sup>th</sup> day of October, 2024.

 Mayor

Cameron Dockery, Mayor

  
Jessica Coltrane, Town Clerk, CMC



**RESOLUTION OF THE TOWN OF ROBBINS BOARD OF COMMISSIONERS  
AUTHORIZING THE UPSET BID PROCESS WITH RESPECT TO THE SALE  
OF THE OLD ROBBINS POLICE STATION BUILDING**

WHEREAS, the Town of Robbins (the "Town") owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as "Lot 1A" on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the "Premises"); and

WHEREAS, N.C. Gen. Stat. § 160A-269 authorizes the Town to sell real property using the upset bid process; and

WHEREAS, the Town has received an offer from Northern Moore Family Resource Center, Inc. ("NMFRC") to buy the Premises for One 00/100 Dollar (\$1.00) and with the stipulation that the Premises will be subject to a Use Agreement, which shall be in substantially the same form as the draft agreement attached hereto as Exhibit A; and

WHEREAS, the Robbins Board of Commissioners intends to authorize the sale of the Premises through the upset bid procedure;

NOW, THEREFORE, be it resolved by the Robbins Board of Commissioners the following:

**Section 1.** The Robbins Board of Commissioners intends to sell the Premises to NMFRC for One 00/100 Dollar (\$1.00) and with the stipulation that the Premises shall be subject to a Use Agreement substantially in the form of the document attached hereto as Exhibit A.

**Section 2.** Upon receipt of the required deposit of One 00/100 Dollar (\$1.00), the Town Clerk shall cause notice of the proposed sale to be published in *The Pilot* newspaper as required by G.S. § 160A-269. The notice shall contain a general description of the Premises; the amount and terms of the offer, including the stipulation that any and all upset bidders must consent to the bound to a Use Agreement substantially in the form of the draft document attached hereto as Exhibit A; and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the Town Clerk five percent (5%) of the increased bid, and the Clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may at any time reject any and all offers.

**Section 3.** The Town of Robbins makes no warranties regarding the Premises whatsoever, including, but not limited to, (1) any warranties as to the existence of any possible environmental contaminants located on the Premises and (2) any warranties as to



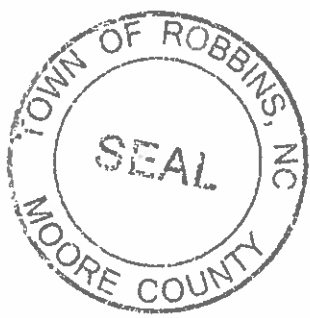
the fitness of the Premises for any use. Further, the Town shall convey the Premises by special warranty deed in as-is, where-is condition.

Adopted this on the 10<sup>th</sup> day of October, 2024.

Ayes: 5  
Noes: 0  
Absent or Excused: 0

*Cameron Dockery* Mayor

\_\_\_\_\_  
Cameron Dockery, Mayor



ATTEST:  
*Jessica C. Coltrane*  
\_\_\_\_\_  
Jessica C. Coltrane, CMC, Town Clerk

**RESOLUTION OF BOARD OF  
COMMISSIONERS OF TOWN OF ROBBINS  
AUTHORIZING AN UPSET BID PROCESS  
WITH RESPECT TO THE PROPOSED  
CONVEYANCE OF THE "OLD POLICE  
STATION"**

**WHEREAS**, the Town of Robbins (the "Town ") owns building .22 acres and is 3 stories totaling 9,583 square feet, known as "Old Police Station," located at 110 S Middleton Street in the Town of Robbins; and

**WHEREAS**, N. C. Gen. Stat. §160A-272 permits North Carolina municipalities to lease real property for terms of more than ten (10) years by following the upset bid procedure of N. C. Gen. Stat. §160A-269 for the sale of property; and

**WHEREAS**, the Town has received a written offer to buy the Old Police Station, the said real property being more particularly described in Appendix 1, attached hereto and incorporated herein by reference (the "Property"), from Northern Moore Family Resource Center for an initial term of twenty (20) years, at a rental of \$1.00 per year, with one (1) additional twenty (20) year term upon the same terms and conditions unless one (1) party provides the other party notice of termination not less than twenty-four (24) months before the end of the initial term (the "offer"); and

**WHEREAS**, the terms and conditions of the offer are set out in a use agreement, attached hereto as Appendix 2 and incorporated herein by reference (the "Lease Agreement"), to be entered into between the Town and Northern Moore Family Resource Center if the offer is accepted by the Town ; and

**WHEREAS**, Northern Moore Family Resource Center LLC is required by law to submit a \_\_\_\_\_ deposit with the Town Clerk; and

**WHEREAS**, the Town Commissioners wishes to authorize the lease of the Property through the upset bid procedure;

**NOW, THEREFORE**, be it resolved by the Town Commissioners of the Town of Robbins:

1. The Town Commissioners hereby declares the Property surplus to the needs of the Town and authorizes its lease through the upset bid procedure of N. C. Gen. Stat. §160A- 269.
2. Upon receipt of the required 5% bid deposit, the Town Clerk shall cause notice of the proposed lease to be published in the Rocky Mount Telegram as required by law. The notice shall describe the Property and the amount of the offer, and shall state the terms of the offer and how it may be upset.
3. Any person wishing to upset the offer of Northern Moore Family Resource Center to provide school age care with nutrition program, mentorship programs, free/charitable healthcare service, trained substance and housing counseling services, and other non-profit services aimed at the betterment of the community's school age children demographic; please submit a sealed bid with their offer to the office of the Town Clerk within 10 days after the notice is published. At the conclusion of the 10 day period, the Town Clerk shall open the

bids, if any, and the highest such bid shall become the new offer. If more than one (1) bid is received, the highest such bid received shall become the new offer.

4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Commissioners.
5. A qualifying higher bid is one that raises the existing offer by an amount of not less than 10% of the first \$1,000 of that offer, and 5% of the remainder of the offer.
6. A qualifying higher bid must be accompanied by a deposit in the amount of 5% of the bid, which deposit must be made in cash, certified check, or cashier's check. The Town will return the deposit on any bid not accepted and will return the deposit on any offer subject to upset if a qualifying higher bid is received.
7. If a qualifying higher bid is received, the terms of approval of the high bid shall be as follows: (a) the Town Commissioners intends to act on the final high offer, which it will do by accepting or rejecting the higher offer within 30 days after the end of the final upset bid period and (b) the high bidder must agree to be bound by all of the terms and conditions of the Lease Agreement.
8. The Town reserves the right to (a) withdraw the Property from the upset bid procedure at any time before the final high bid is accepted and (b) reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above from Northern Moore Family Resource Center, with such non-substantial changes as are approved by the Town Manager, is hereby accepted upon the execution of the Lease Agreement by the Mayor or Town Manager without further action of the Town Commissioners.
10. If no qualifying upset bid is received after the initial public notice, the Mayor or the Town Manager is authorized to execute the Lease Agreement, and any other instruments necessary to lease the Property to Northern Moore Family Resource Center. The offer to lease is not accepted until the Lease Agreement is executed as hereinabove provided.

Upon motion of Mayor Pro Tem Bradshaw, seconded by \_\_\_\_\_, members of the Robbins Town of Commissioners, the foregoing resolution entitled **"RESOLUTION OF THE TOWN COMMISSIONERS OF THE TOWN OF ROBBINS AUTHORIZING AN UPSET BID PROCESS WITH RESPECT TO THE PROPOSED LEASE OF "OLD POLICE BUILDING"** was passed by the following vote:

Ayes: 5

Noes: 0

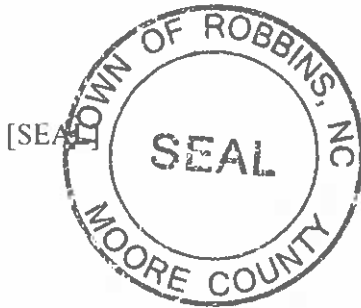
PASSED AND ADOPTED this 11<sup>th</sup> day of October 2024.

\*\*\*\*\*

I, Jessica C Coltrane, Town Clerk for the Town of Robbins, DO HEREBY CERTIFY that the foregoing has been carefully copied from the records of the governing body of said Town related to action taken at a regular meeting held on Oct 11, 2024, the record having been made in the minutes of said governing body, and is a true copy of a resolution adopted by the Robbins Town Commissioners providing authorization for the sale of the Property.

WITNESS my hand and corporate of said Town of Robbins, this 11<sup>th</sup> day of October, 2024.

Jessica C Coltrane  
Clerk of the Town of Robbins



**EXHIBIT A  
USE AGREEMENT**

THIS USE AGREEMENT (the "Agreement") is executed this \_\_\_ day of \_\_\_\_\_, 2024, entered into by the Town of Robbins, a North Carolina municipal corporation (the "Town"), and Northern Moore Family Resource Center, Inc., a North Carolina nonprofit corporation ("NMFRC").

**RECITALS**

WHEREAS, the Town owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as "Lot 1A" on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the "Premises"). A true and accurate copy of said plat is attached hereto as Exhibit A;

WHEREAS, NMFRC is nonprofit organization seeking to provide multiple public services, for which the parties acknowledge there is a significant need for the Town of Robbins and northern Moore County; and

WHEREAS, the Town intends to convey the Premises in fee simple to NMFRC for One 00/100 Dollar (\$1.00) and for other good and sufficient consideration as described herein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises made herein, the parties agree as follows:

**TERMS**

**1. Conveyance of the Premises:**

- A. The parties acknowledge that the conveyance of the Premises is subject to the North Carolina State law governing the disposition of municipal real property and that the Town intends to comply with and use the upset bid process set forth in N.C. Gen. Stat. § 160A-269 and all other applicable statutes. The parties further acknowledge that any upset bid received by a party other than NMFRC shall be required to incorporate restrictions on the use of the Premises that are substantially similar to the restrictions set forth in this Agreement.
- B. The deed conveying the Premises shall include by reference or as an attachment thereto a copy of the executed Use Agreement. If the Use Agreement is not attached to and made part of the deed of conveyance, it shall be recorded separately in the Moore County Registry.

2. **Term:** This Agreement shall be effective for a period of twenty (20) years, which term shall commence upon the date the Premises are conveyed from the Town to NMFRC.

**3. Use of the Premises:**

- A. During the term of this Agreement, the Premises shall be exclusively used for the following activities:

- i. Head-start educational programming;
- ii. Other educational programming, including but not limited to programming for adults;
- iii. Community enrichment, including but not limited to afterschool programming;
- iv. Health care services;
- v. Poverty alleviation and support for working families; and
- vi. All administrative, custodial and/or kitchen activities that are typically associated with the uses listed herein.

B. NMFRC has represented to the Town that upon conveyance of the Premises to NMFRC the following community partners, along with NMFRC, shall provide services from the Premises:

- i. The Boys and Girls Club of the Sandhills,
- ii. The Moore Free and Charitable Clinic, and
- iii. The Sandhills/Moore Coalition for Human Care.

Within thirty (30) days of the execution of this Agreement, NMFRC shall provide the Town written commitments from each of these named organizations confirming that they will be partnering with NMFRC and providing services from the Premises:

C. The use of the Premises for any purpose other than those listed in this Agreement and by any organization other than those listed herein must be approved in advance by the Robbins Board of Commissioners, which approval shall not be unreasonably withheld.

D. Upon conveyance of the Premises, NMFRC shall be solely and entirely responsible for all daily and long-term operational needs (including, but not limited to, the provision of all supplies and materials necessary for programming on site), maintenance, and repairs associated with the Premises and the programming being conducted on site. Upon conveyance of the Premises, the Town shall have no responsibility whatsoever for any operational needs associated with or maintenance and repair of the Premises.

4. **Access:** NMFRC shall permit the Robbins Town Manager, or designee, to inspect the Premises at any time during normal business hours. The scope of the inspection shall be limited to confirming that the Premises are being used in compliance with the terms of this Agreement.

5. **Termination:** This agreement shall automatically expire at the end of the twenty (20) year term set forth in Section 2. The Agreement may be terminated prior to the expiration of the term only by written consent of both parties.

6. **Default; Clawback and Other Remedies:**

A. If the Town determines NMFRC is in material breach of the terms of this Agreement, it shall provide written notice of said breach, and NMFRC shall have thirty (30) days to cure the breach.

B. If NMFRC fails to timely cure a material breach, fee simple title to the Premises shall immediately and automatically revert to the Town. Further, any subleases or use agreements that the NMFRC may have with its community partners, other entities, or

with individuals for the use of the Premises shall automatically and immediately be null and void.

C. The Town may use any and all remedies available to it at equity and law to enforce the terms of this Agreement, including but not limited to the remedy of specific performance, and should the Town prevail in any legal action or proceeding whatsoever, it shall be entitled to an award of its reasonable costs and expenses, including but not limited to attorney's fees.

7. **Binding Effect:** This Agreement shall be binding on the parties, their successors, assigns, and lessees.

8. **Disputes:** The parties agree to attempt in good faith to informally resolve any disputes by first addressing such disputes to the Manager and a representative of the NMFRC. If a dispute cannot be resolved informally, either party may initiate litigation in the appropriate court of law, including the Moore County Courts or the North Carolina Middle District of the United States District Court.

9. **Notice:** Notices required by this Agreement shall be provided in writing or by email, with delivery receipt, to the following persons and addresses:

Town of Robbins  
c/o Mr. Clint Mack, Manager  
101 N. Middleton St.  
Robbins, NC 27325  
manager@townofrobbsins.com

Northern Moore Family Resource Center, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the notice address at any time by providing written notice of the change to the other party.

10. **Entire Agreement; Execution:** This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. The Agreement may be executed in separate parts by the parties.

In witness whereof, the parties have set their hands and official seals, the day and year first written above.

**THE TOWN OF ROBBINS**

**NORTHERN MOORE FAMILY  
RESOURCE CENTER, INC.**

By: \_\_\_\_\_  
Cameron Dockery, Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jessica Coltrane,  
Town Clerk

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

[SEAL]



APPENDIX I

Old Police Building (the "Property")

Legal Description

APPENDIX 2

EXHIBIT A

449

PLAT CABINET 17 SLIDE 449      111 APR 21 P U 50  
 2011 APR 21 P U 50  
 MRS. JUDY D. MARTIN  
 REGISTER OF DEEDS - MOORE COUNTY  
 CARMEL, NORTH CAROLINA 28337

*Theresa Thompson*  
 REGISTER OF DEEDS - MOORE COUNTY, CERTIFY THAT  
 THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY  
 REQUIREMENTS FOR RECORDING.  
 DATE: 8/21/17  
*Theresa Thompson*  
 REVIEW OFFICER



- LEGEND
- UNLESS OTHERWISE DESIGNATED
  - ALL DISTANCES ARE IN FEET
  - AREA DETERMINED BY COMPUTER
  - = OROP INLET
  - ⊕ = POWER POLE
  - ⊖ = FIRE HYDRANT
  - ☆ = POINT IN SIDEWALK
  - ES = EXISTING IRON STAKE
  - RF = IRON PIPE FOUND
  - RF = IRON ROD SET
  - RF = NAIL FOUND
  - RF = IRON ROD FOUND
  - RF = IRON PIPE FOUND
  - RF = EXISTING IRON STAKE

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS SHOWN OR NOT SHOWN

CERTIFICATE PLAT APPROVAL  
 I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF NEW PUBLIC STREETS OR ANY CHANGE IN EXISTING UTILITIES. THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THAT THE SUBDIVISION SHOWN HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR. SUBJECT IT IS BEING RECORDED IN THE MOORE COUNTY REGISTER.

*[Signature]*  
 TOWN OF ROBBINS SUBDIVISION ADMINISTRATOR

DATE: 8/21/17

THE FIDELITY BANK  
 718/126-129  
 549/485

AARON J. WENDEL PLUS L-4224

I, AARON J. WENDEL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED OF REFERENCE RECORDED IN DEED BOOK 118 PAGE 297, MOORE COUNTY, NORTH CAROLINA, CONTAINS THE BOUNDARIES AND SURVEY DATA AND CLARIFY INDICATED AS DRAWN FROM INFORMATION FOUND IN THIS PLAT. THAT THE BOUNDARIES AND SURVEY DATA WERE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THAT THE ORIGINAL SIGNATURE CALCULATED IS 30.15 AS RECORDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 20th DAY OF APRIL, A.D. 2017.

AARON J. WENDEL  
 SURVEYOR  
 1147 DEER ROAD  
 CARRI LINA 27341  
 (310) 650-3395

AARON J. NICHOLS  
 LONG SURVEYING  
 1147 DEER ROAD  
 CARRI LINA 27341  
 (310) 650-3395

SURVEY FOR  
 THE TOWN OF ROBBINS  
 SHEPHERD TOWNSHIP, MOORE COUNTY,  
 NORTH CAROLINA  
 APRIL 20, 2017  
 SCALE 1" = 50'



LINE	BEARING	DISTANCE
1	N 68°27'54" W	14.56
2	N 21°08'07" E	93.38
3	S 21°08'07" W	93.60
4	N 21°08'07" E	45.89
5	N 21°08'07" E	40.00
6	N 21°08'07" E	14.11
7	S 21°08'07" W	45.89
8	S 21°08'07" W	150.25
9	N 68°27'54" W	150.25
10	N 68°27'54" W	246.40

REFERENCE: 118 PAGE 297  
 DEED BOOK 100 PAGE 593

OWNER'S ADDRESS:  
 TOWN OF ROBBINS  
 P.O. BOX 296  
 ROBBINS, NC 27325  
 PID No. 00012455



September 25, 2024

TO: Ms. Michelle McKay, DWI Grant Management Unit, 1601 Mail Service Center, Raleigh, NC 27699

FROM: Clint E. Mack, Manager, Town of Robbins, NC. 27325



SUBJECT: Extension Request for Project: VUR-D-ARP-0045 Water System Improvements, TWC Project Number 3113-V

Dear Ms. McKay:

The Town of Robbins initially submitted our PER on May 8, 2023, and after supplying additional requested information, was given approval for eligibility for VUR funding on February 5, 2024. We have continued working on the design of the project, but due to limited rights-of-way and many utilities located within those tight rights-of-way, the design phase has been more difficult and time consuming than initially anticipated. We are preparing to submit the project for permits this month, so we should be progressing more smoothly to construction. Therefore, we are requesting approval of a revised project schedule as follows:

- a. Design submitted for review – October 2024
- b. Permits obtained and DWI approval to advertise – February 1, 2025
- c. Advertise project – February 5, 2025
- d. Bid opening – March 6, 2025
- e. Tentative award by Town – March 17, 2025
- f. Approval of award by DWI – March 31, 2025
- g. Begin construction – April 15, 2025
- h. Completion of construction – January 2026

Please review and provide approval of this revised schedule. If you require any additional information, please do not hesitate to contact our office.

Sincerely,  
  
  
 Clint Mack, Town Manager

cc: John Grey, PE. The Wooten Company



**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Clint Mack

**DATE:** 10/10/2024

**SUBJECT:** Water System Improvements Extension

**PRESENTER:** Clint Mack

**REQUEST:**

Extension to present to NC DWI of status of project VUR-D-ARP-0045 Water System Improvements

**BACKGROUND:**

The Town of Robbins initially submitted our PER on May 8, 2023, and after supplying additional requested information, was approved for eligibility for VUR funding on February 5, 2024. We have continued working on the design of the project, but due to limited rights-of-way and many utilities located within those tight rights-of-way, the design phase has been more difficult and time-consuming than initially anticipated. We are preparing to submit the project for permits this month, so we should be progressing more smoothly to construction. Therefore, we are requesting approval of a revised project schedule

**IMPLEMENTATION PLAN:**

Send to Michelle McKay, DWI Grant Manager

**FINANCIAL IMPACT STATEMENT:**

None

**RECOMMENDATION SUMMARY:**

Notification of letter to DWI and new extension of project dates

**SUPPORTING ATTACHMENTS:**

Letter

## EXHIBIT A USE AGREEMENT

THIS USE AGREEMENT (the “Agreement”) is executed this \_\_\_ day of \_\_\_\_\_, 2024, entered into by the Town of Robbins, a North Carolina municipal corporation (the “Town”), and Northern Moore Family Resource Center, Inc., a North Carolina nonprofit corporation (“NMFRC”).

### RECITALS

WHEREAS, the Town owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as “Lot 1A” on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the “Premises”). A true and accurate copy of said plat is attached hereto as Exhibit A;

WHEREAS, NMFRC is nonprofit organization seeking to provide multiple public services, for which the parties acknowledge there is a significant need for the Town of Robbins and northern Moore County; and

WHEREAS, the Town intends to convey the Premises in fee simple to NMFRC for One 00/100 Dollar (\$1.00) and for other good and sufficient consideration as described herein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises made herein, the parties agree as follows:

### TERMS

**1. Conveyance of the Premises:**

- A. The parties acknowledge that the conveyance of the Premises is subject to the North Carolina State law governing the disposition of municipal real property and that the Town intends to comply with and use the upset bid process set forth in N.C. Gen. Stat. § 160A-269 and all other applicable statutes. The parties further acknowledge that any upset bid received by a party other than NMFRC shall be required to incorporate restrictions on the use of the Premises that are substantially similar to the restrictions set forth in this Agreement.
- B. The deed conveying the Premises shall include by reference or as an attachment thereto a copy of the executed Use Agreement. If the Use Agreement is not attached to and made part of the deed of conveyance, it shall be recorded separately in the Moore County Registry.

**2. Term:** This Agreement shall be effective for a period of twenty (20) years, which term shall commence upon the date the Premises are conveyed from the Town to NMFRC.

**3. Use of the Premises:**

- A. During the term of this Agreement, the Premises shall be exclusively used for the following activities:

- i. Head-start educational programming;
- ii. Other educational programming, including but not limited to programming for adults;
- iii. Community enrichment, including but not limited to afterschool programming;
- iv. Health care services;
- v. Poverty alleviation and support for working families; and
- vi. All administrative, custodial and/or kitchen activities that are typically associated with the uses listed herein.

B. NMFRC has represented to the Town that upon conveyance of the Premises to NMFRC the following community partners, along with NMFRC, shall provide services from the Premises:

- i. The Boys and Girls Club of the Sandhills,
- ii. The Moore Free and Charitable Clinic, and
- iii. The Sandhills/Moore Coalition for Human Care.

Within thirty (30) days of the execution of this Agreement, NMFRC shall provide the Town written commitments from each of these named organizations confirming that they will be partnering with NMFRC and providing services from the Premises;

C. The use of the Premises for any purpose other than those listed in this Agreement and by any organization other than those listed herein must be approved in advance by the Robbins Board of Commissioners, which approval shall not be unreasonably withheld.

D. Upon conveyance of the Premises, NMFRC shall be solely and entirely responsible for all daily and long-term operational needs (including, but not limited to, the provision of all supplies and materials necessary for programming on site), maintenance, and repairs associated with the Premises and the programming being conducted on site. Upon conveyance of the Premises, the Town shall have no responsibility whatsoever for any operational needs associated with or maintenance and repair of the Premises.

4. **Access:** NMFRC shall permit the Robbins Town Manager, or designee, to inspect the Premises at any time during normal business hours. The scope of the inspection shall be limited to confirming that the Premises are being used in compliance with the terms of this Agreement.

5. **Termination:** This agreement shall expire automatically at the end of the twenty (20) year term set forth in Section 2. The Agreement may be terminated prior to the expiration of the term only by written consent of both parties.

6. **Default; Clawback and Other Remedies:**

A. If the Town determines NMFRC is in material breach of the terms of this Agreement, it shall provide written notice of said breach, and NMFRC shall have thirty (30) days to cure the breach.

B. If NMFRC fails to timely cure a material breach, fee simple title to the Premises shall immediately and automatically revert to the Town. Further, any subleases or use agreements that the NMFRC may have with its community partners, other entities, or

with individuals for the use of the Premises shall automatically and immediately be null and void.

- C. The Town may use any and all remedies available to it at equity and law to enforce the terms of this Agreement, including but not limited to the remedy of specific performance, and should the Town prevail in any legal action or proceeding whatsoever, it shall be entitled to an award of its reasonable costs and expenses, including but not limited to attorney's fees.

7. **Binding Effect:** This Agreement shall be binding on the parties, their successors, assigns, and lessees.

8. **Disputes:** The parties agree to attempt in good faith to informally resolve any disputes by first addressing such disputes to the Manager and a representative of the NMFRC. If a dispute cannot be resolved informally, either party may initiate litigation in the appropriate court of law, including the Moore County Courts or the North Carolina Middle District of the United States District Court.

9. **Notice:** Notices required by this Agreement shall be provided in writing or by email, with delivery receipt, to the following persons and addresses:

Town of Robbins  
 c/o Mr. Clint Mack, Manager  
 101 N. Middleton St.  
 Robbins, NC 27325  
 manager@townofrobbins.com

Northern Moore Family Resource Center, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Either party may change the notice address at any time by providing written notice of the change to the other party.

10. **Entire Agreement; Execution:** This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. The Agreement may be executed in separate parts by the parties.

In witness whereof, the parties have set their hands and official seals, the day and year first written above.

**THE TOWN OF ROBBINS**

**NORTHERN MOORE FAMILY RESOURCE CENTER, INC.**

By: \_\_\_\_\_  
Cameron Dockery, Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jessica Coltrane,  
Town Clerk

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

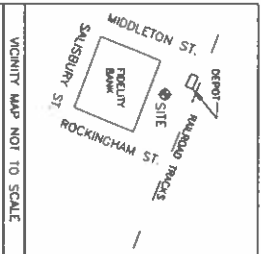
[SEAL]

[SEAL]



EXHIBIT A

449



LEGEND

- UNLESS OTHERWISE DENOTED
- IR = IRON ROD FOUND
- RS = IRON ROD SET
- IF = IRON FOUND
- NS = NAIL SET FOUND
- ES = EXISTING IRON STAKE
- MRK = POINT IN SIDEWALK
- ALL DISTANCES ARE IN FEET
- AREA DETERMINED BY COMPUTER
- = DROOP INLET
- = POWER POLE
- ⊕ = FIRE HYDRANT

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS SHOWN OR NOT SHOWN

CERTIFICATE OF APPROVAL  
 I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT DOES NOT VIOLATE THE PROVISIONS OF ANY ORDINANCE OR ANY CHANGE IN EXISTING ORDINANCES THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF ROBBINS, NORTH CAROLINA AND THAT THEREFORE THIS PLAT HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR SUBJECT TO ITS BEING RECORDED IN THE MOORE COUNTY REGISTRY.

*[Signature]*  
 TOWN OF ROBBINS SUBDIVISION ADMINISTRATOR



AARON J. McNEILL PLS. L. 14224

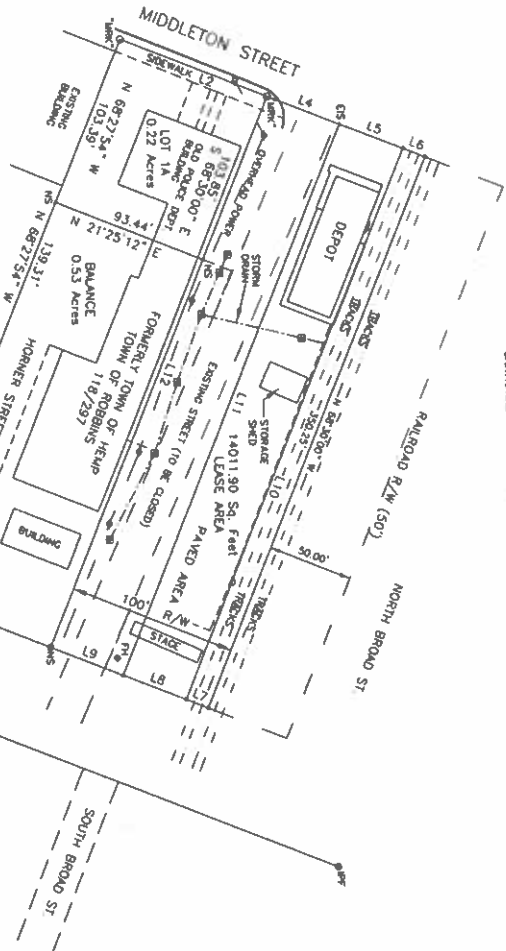
I, AARON J. McNEILL, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, AARON J. McNEILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED OF REFERENCE RECORDED IN DEED BOOK 118 PAGE 297, MOORE COUNTY REGISTRY. THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL SURVEY AND THE INFORMATION FOUND IN THIS PLAT THAT THE RATIO OF PRECISION AS CALCULATED IS 1:100000+. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-20 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 20TH DAY OF APRIL, A.D. 2017.

Aaron J. McNeill  
 Land Surveying  
 Sheaford, North Carolina  
 (910) 690-3005

PLAT CABINET 17 SLIDE 449  
 3111 AUG 21 P 4 50  
 2017 AUG 21 P 4 50  
 MRS. JUDY D. MARTIN  
 REGISTERED DEEDS, MOORE COUNTY,  
 CHARLOTTE, NORTH CAROLINA 28927

I, *[Signature]*, REVIEW OFFICER OF MOORE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 DATE 8/21/17  
 REVIEW OFFICER



LINE	BEARING	SQ. FT.	DISTANCE
1	N 21°08'07" E	93.18	93.18
2	S 19°10'19" W	93.18	93.18
3	S 21°08'07" E	45.89	45.89
4	N 21°08'07" E	45.89	45.89
5	N 21°08'07" E	40.00	40.00
6	N 21°08'07" E	14.11	14.11
7	S 21°08'07" W	40.00	40.00
8	S 21°08'07" W	40.00	40.00
9	N 68°27'54" W	150.25	150.25
10	N 68°27'54" W	150.25	150.25
11	N 68°27'54" W	150.25	150.25
12	S 68°27'54" E	246.40	246.40

REFERENCE: 118 PAGE 297  
 DEED BOOK 100 PAGE 593

OWNER'S ADDRESS:  
 TOWN OF ROBBINS  
 P.O. BOX 296  
 ROBBINS, NC 27325  
 PID No. 00012455

SURVEY FOR  
 THE TOWN OF ROBBINS  
 SHEPHERD TOWNSHIP, MOORE COUNTY,  
 NORTH CAROLINA  
 APRIL 20, 2017  
 SCALE 1" = 50'



**RESOLUTION OF THE TOWN OF ROBBINS BOARD OF COMMISSIONERS  
AUTHORIZING THE UPSET BID PROCESS WITH RESPECT TO THE SALE  
OF THE OLD ROBBINS POLICE STATION BUILDING**

WHEREAS, the Town of Robbins (the “Town”) owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as “Lot 1A” on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the “Premises”); and

WHEREAS, N.C. Gen. Stat. § 160A-269 authorizes the Town to sell real property using the upset bid process; and

WHEREAS, the Town has received an offer from Northern Moore Family Resource Center, Inc. (“NMFRC”) to buy the Premises for One 00/100 Dollar (\$1.00) and with the stipulation that the Premises will be subject to a Use Agreement, which shall be in substantially the same form as the draft agreement attached hereto as Exhibit A; and

WHEREAS, the Robbins Board of Commissioners intends to authorize the sale of the Premises through the upset bid procedure;

NOW, THEREFORE, be it resolved by the Robbins Board of Commissioners the following:

**Section 1.** The Robbins Board of Commissioners intends to sell the Premises to NMFRC for One 00/100 Dollar (\$1.00) and with the stipulation that the Premises shall be subject to a Use Agreement substantially in the form of the document attached hereto as Exhibit A.

**Section 2.** Upon receipt of the required deposit of One 00/100 Dollar (\$1.00), the Town Clerk shall cause notice of the proposed sale to be published in *The Pilot* newspaper as required by G.S. § 160A-269. The notice shall contain a general description of the Premises; the amount and terms of the offer, including the stipulation that any and all upset bidders must consent to the bound to a Use Agreement substantially in the form of the draft document attached hereto as Exhibit A; and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the Town Clerk five percent (5%) of the increased bid, and the Clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Board of Commissioners may accept the offer and sell the property to the highest bidder. The Board of Commissioners may at any time reject any and all offers.

**Section 3.** The Town of Robbins makes **no** warranties regarding the Premises whatsoever, including, but not limited to, (1) any warranties as to the existence of any possible environmental contaminants located on the Premises and (2) any warranties as to

the fitness of the Premises for any use. Further, the Town shall convey the Premises by special warranty deed in as-is, where-is condition.

Adopted this on the 10<sup>th</sup> day of October, 2024.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent or Excused: \_\_\_\_\_

\_\_\_\_\_  
Cameron Dockery, Mayor

ATTEST:

\_\_\_\_\_  
Jessica C. Coltrane, CMC, Town

**EXHIBIT A  
USE AGREEMENT**

THIS USE AGREEMENT (the “Agreement”) is executed this \_\_\_ day of \_\_\_\_\_, 2024, entered into by the Town of Robbins, a North Carolina municipal corporation (the “Town”), and Northern Moore Family Resource Center, Inc., a North Carolina nonprofit corporation (“NMFRC”).

**RECITALS**

WHEREAS, the Town owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately 0.22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 and is depicted as “Lot 1A” on that plat recorded in the Moore County Registry at PB 17, Slide 449 (the “Premises”). A true and accurate copy of said plat is attached hereto as Exhibit A;

WHEREAS, NMFRC is nonprofit organization seeking to provide multiple public services, for which the parties acknowledge there is a significant need for the Town of Robbins and northern Moore County; and

WHEREAS, the Town intends to convey the Premises in fee simple to NMFRC for One 00/100 Dollar (\$1.00) and for other good and sufficient consideration as described herein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises made herein, the parties agree as follows:

**TERMS**

**1. Conveyance of the Premises:**

- A. The parties acknowledge that the conveyance of the Premises is subject to the North Carolina State law governing the disposition of municipal real property and that the Town intends to comply with and use the upset bid process set forth in N.C. Gen. Stat. § 160A-269 and all other applicable statutes. The parties further acknowledge that any upset bid received by a party other than NMFRC shall be required to incorporate restrictions on the use of the Premises that are substantially similar to the restrictions set forth in this Agreement.
- B. The deed conveying the Premises shall include by reference or as an attachment thereto a copy of the executed Use Agreement. If the Use Agreement is not attached to and made part of the deed of conveyance, it shall be recorded separately in the Moore County Registry.

**2. Term:** This Agreement shall be effective for a period of twenty (20) years, which term shall commence upon the date the Premises are conveyed from the Town to NMFRC.

**3. Use of the Premises:**

- A. During the term of this Agreement, the Premises shall be exclusively used for the following activities:

- i. Head-start educational programming;
  - ii. Other educational programming, including but not limited to programming for adults;
  - iii. Community enrichment, including but not limited to afterschool programming;
  - iv. Health care services;
  - v. Poverty alleviation and support for working families; and
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- B. NMFRC has represented to the Town that upon conveyance of the Premises to NMFRC the following community partners, along with NMFRC, shall provide services from the Premises:
- i. The Boys and Girls Club of the Sandhills,
  - ii. The Moore Free and Charitable Clinic, and
  - iii. The Sandhills/Moore Coalition for Human Care.

Within thirty (30) days of the execution of this Agreement, NMFRC shall provide the Town written commitments from each of these named organizations confirming that they will be partnering with NMFRC and providing services from the Premises;

- C. The use of the Premises for any purpose other than those listed in this Agreement and by any organization other than those listed herein must be approved in advance by the Robbins Board of Commissioners, which approval shall not be unreasonably withheld.
- D. Upon conveyance of the Premises, NMFRC shall be solely and entirely responsible for all daily and long-term operational needs (including, but not limited to, the provision of all supplies and materials necessary for programming on site), maintenance, and repairs associated with the Premises and the programming being conducted on site. Upon conveyance of the Premises, the Town shall have no responsibility whatsoever for any operational needs associated with or maintenance and repair of the Premises.

4. **Access:** NMFRC shall permit the Robbins Town Manager, or designee, to inspect the Premises at any time during normal business hours. The scope of the inspection shall be limited to confirming that the Premises are being used in compliance with the terms of this Agreement.

5. **Termination:** This agreement shall expire automatically at the end of the twenty (20) year term set forth in Section 2. The Agreement may be terminated prior to the expiration of the term only by written consent of both parties.

6. **Default; Clawback and Other Remedies:**

- A. If the Town determines NMFRC is in material breach of the terms of this Agreement, it shall provide written notice of said breach, and NMFRC shall have thirty (30) days to cure the breach.
- B. If NMFRC fails to timely cure a material breach, fee simple title to the Premises shall immediately and automatically revert to the Town. Further, any subleases or use agreements that the NMFRC may have with its community partners, other entities, or

with individuals for the use of the Premises shall automatically and immediately be null and void.

C. The Town may use any and all remedies available to it at equity and law to enforce the terms of this Agreement, including but not limited to the remedy of specific performance, and should the Town prevail in any legal action or proceeding whatsoever, it shall be entitled to an award of its reasonable costs and expenses, including but not limited to attorney’s fees.

7. **Binding Effect:** This Agreement shall be binding on the parties, their successors, assigns, and lessees.

8. **Disputes:** The parties agree to attempt in good faith to informally resolve any disputes by first addressing such disputes to the Manager and a representative of the NMFRC. If a dispute cannot be resolved informally, either party may initiate litigation in the appropriate court of law, including the Moore County Courts or the North Carolina Middle District of the United States District Court.

9. **Notice:** Notices required by this Agreement shall be provided in writing or by email, with delivery receipt, to the following persons and addresses:

Town of Robbins  
c/o Mr. Clint Mack, Manager  
101 N. Middleton St.  
Robbins, NC 27325  
manager@townofrobbins.com

Northern Moore Family Resource Center, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the notice address at any time by providing written notice of the change to the other party.

10. **Entire Agreement; Execution:** This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. The Agreement may be executed in separate parts by the parties.

In witness whereof, the parties have set their hands and official seals, the day and year first written above.

**THE TOWN OF ROBBINS**

**NORTHERN MOORE FAMILY  
RESOURCE CENTER, INC.**

By: \_\_\_\_\_  
Cameron Dockery, Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jessica Coltrane,  
Town Clerk

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

[SEAL]

**EXHIBIT A**

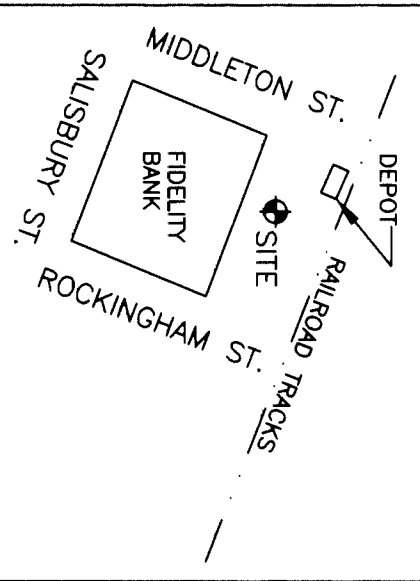
449 31

PLAT CABINET 17 SLIDE 449  
 2011 AUG 21 P 4:50  
 2011 AUG 21 P 4:50

MRS. JUDY D. MARTIN  
 REGISTER OF DEEDS - MOORE COUNTY  
 CARRHAGE, NORTH CAROLINA 28327

I, Theresa M. Thompson, REVIEW OFFICER OF MOORE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 DATE 8/21/17  
Theresa M. Thompson  
 REVIEW OFFICER

MB. 1 PAGE 75



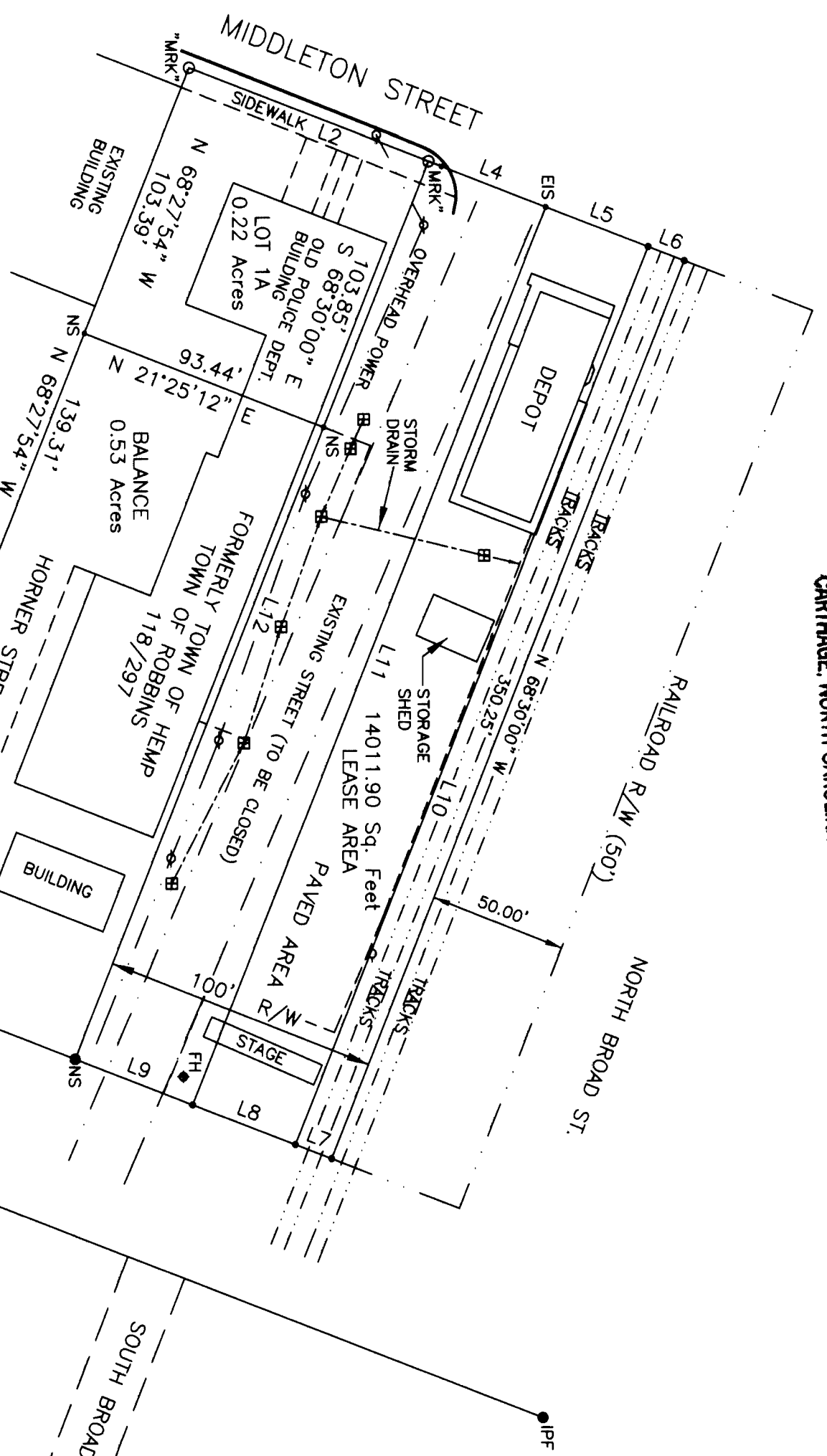
VICINITY MAP NOT TO SCALE

**LEGEND**

- UNLESS OTHERWISE DENOTED:  
 IRF = IRON ROD FOUND  
 IRS = IRON ROD SET  
 NF = NAIL FOUND  
 IPF = IRON PIPE FOUND  
 NS = NAIL SET  
 EIS = EXISTING IRON STAKE  
 "MRK" = POINT IN SIDEWALK

- ALL DISTANCES ARE IN FEET  
 - AREA DETERMINED BY COMPUTER.  
 □ = DROP INLET  
 ○ = POWER POLE  
 ⊕ = FIRE HYDRANT

NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS SHOWN OR NOT SHOWN.



LINE	BEARING	DISTANCE
L1	N 68°27'54" W	4.66
L2	N 21°08'07" E	93.38
L3	S 21°08'07" W	93.60
L4	N 21°08'07" E	45.89
L5	N 21°08'07" E	40.00
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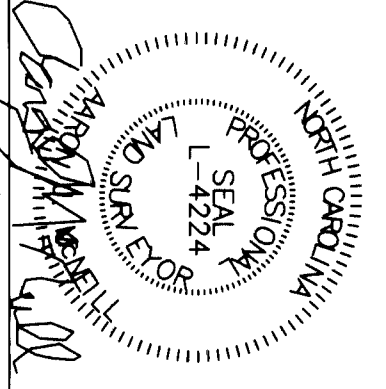
REFERENCE:  
 DEED BOOK 118 PAGE 297  
 MB. 1 PAGE 75  
 DEED BOOK 100 PAGE 593

**CERTIFICATE PLAT APPROVAL**  
 I, HERBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF NEW PUBLIC STREETS OR ANY CHANGE IN EXISTING UTILITIES, THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF ROBBINS, NORTH CAROLINA AND THAT THEREFORE THIS PLAT HAS BEEN APPROVED BY THE SUBDIVISION ADMINISTRATOR, SUBJECT TO ITS BEING RECORDED IN THE MOORE COUNTY REGISTRY.

[Signature]  
 TOWN OF ROBBINS SUBDIVISION ADMINISTRATOR

8/21/17  
 DATE

THE FIDELITY BANK  
 718/126-129  
 549/485



[Signature]  
 AARON J. MCNEILL PLS L-4224

I, AARON J. MCNEILL, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, AARON J. MCNEILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; DEED OF REFERENCE RECORDED IN DEED BOOK 118, PAGE 297, MOORE COUNTY REGISTRY; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, \_\_\_\_\_, A.D., 20 17 REGISTRATION NUMBER AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 17

Aaron J. McNeill  
 Land Surveying  
 1147 UPPER ROAD  
 SEAGRIVE, NORTH CAROLINA 27341  
 (910) 690-3305

**SURVEY FOR**  
 THE TOWN OF ROBBINS  
 SHEFFIELD TOWNSHIP, MOORE COUNTY,  
 NORTH CAROLINA  
 APRIL 20, 2017  
 SCALE 1"=50'



OWNER'S ADDRESS:  
 TOWN OF ROBBINS  
 P.O. BOX 296  
 ROBBINS, NC. 27325  
 PID No. 00012455



**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Clint Mack  
**DATE:** 10/10/2024  
**SUBJECT:** NMFRC Lease Agreement  
**PRESENTER:** Clint Mack

**REQUEST:**

Discussion of NMFRC Lease Agreement

**BACKGROUND:**

The Town of Robbins submitted an RFP for the Old Police Building and NMFRC submitted a proposal.

**IMPLEMENTATION PLAN:**

Commissioners must review the agreement and decide if it is right for the Town building and for the Town.

**FINANCIAL IMPACT STATEMENT:**

none.

**RECOMMENDATION SUMMARY:**

Make a motion to approve NMFRC Agreement or make changes to Attorney TC.

**SUPPORTING ATTACHMENTS:**

Lease Agreement





**Town of Robbins  
Budget Amendment  
Fiscal Year Ending**

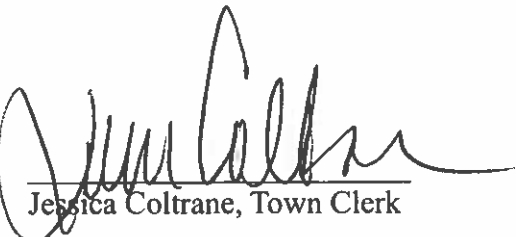
**30-Jun-25**

Account Number	Description	Current Budget	Amendment Increase (Decrease)	Amended Budget
<b>Revenues</b>				
<b>Fund 30</b>				
30-399-00	W/S FUND BALANCE	-	\$ (50,000.00)	\$ (50,000.00)
	Total Revenues		\$ (50,000.00)	
<b>Expenditures</b>				
30-810-74	WATER CAP OUTLAY	\$ 3,000.00	\$ 50,000.00	\$ 53,000.00
	Total Expenditures		\$ 50,000.00	
	Revenues - Expenditures		\$ -	

TO PURCHASE A PIECE OF EQUIPMENT FOR THE WATER DEPARTMENT

  
Cameron Docker, Mayor



  
Jessica Coltrane, Town Clerk



**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Clint Mack

**DATE:** 10/10/2024

**SUBJECT:** Budget Amendment 4 24/25

**PRESENTER:** Clint Mack

**REQUEST:**

Budget Amendment to transfer \$50,000 to Capital Outlay for Equipment Purchase

**BACKGROUND:**

**IMPLEMENTATION PLAN:**

Approve Budget Amendment to purchase equipment

**FINANCIAL IMPACT STATEMENT:**

Take from General Fund to capital outlay

**RECOMMENDATION SUMMARY:**

Make a motion to approve budget amendment 4

**SUPPORTING ATTACHMENTS:**

BA



To: Robbins Board of Commissioners

From: Clint Mack, Town Manager

Subject: Manager Report

Date: 03 OCT 2024

## **PROJECTS/EFFORTS**

### **2022 Water System Improvements/Sewer AIA Grant:**

1. Sewer AIA
  - CIP and AMP draft is complete, agenda item in NOV.
  - Rate study draft is completed, final recommendation to be published.
2. Water System
  - Final design plans at state. (3–4-month turnaround)
  - Permit forms approved by state.
  - Preparing mapping for easements agreements .

## **DEPARTMENT REPORTS**

### **1. ADMINISTRATIVE**

- a. Dredging started by Estate Management.
- b. Permitting and staff assistance meetings for land use.
- c. Water meter/lead and copper project ongoing.
- d. Authorized the Green St. lot clearing, contractor awaiting equipment repairs.
- e. Regional Central Pines RPO transportation meeting.
- f. Attended quarterly County manager/mayor meeting. (Robbins hosting in DEC).
- g. Multiple playground vendors conduct site visit.
- h. Meetings with NMRC on contract negotiations.
- i. Battle in the North preparations and planning.
- j. Preparing Brownfield site RFP.
- k. Court proceedings for civil case continued. (manager)
- l. Multiple IT contractor interviews.



2. FIRE

- a. See report.
- b. Outstanding performance by entire department during Hurricane Helene.

3. POLICE

- a. See report.

4. PUBLIC WORKS

- a. 18 work orders completed.
- b. 4 new water taps.
- c. Lead and cooper/meter inventory ongoing.
- d. 120 work orders for utility line marking.
- e. Annual 90% report submitted and approved.
- f. Tracey Brown water tank washout.

**FOLLOW UP:**

- Junked car ordinance enforcement updated. (spreadsheet available at meeting)
- Trunk or Treat OCT 31<sup>st</sup> on Broad St.

CLINT E. MACK  
Town Manager  
Robbins, NC.



September 2024

To: Town of Robbins Board of Commissioners  
Thru: Town Clerk and Manager  
From: Timmy Brown, Robbins Fire Chief  
Re: Monthly BOC Report

- Paid staff has been working on Milliken baseball field.
- Paid staff are doing their daily duties (truck check off, equipment check).
- Paid staff has been working on setting up new reporting program.
- Help North Moore High School with the Home Coming parade.
- Paid staff is working on getting a crew together to send to the western part of the state.

Timmy Brown  
Fire Chief



Fire Alarms	6
Motor Vehicle Accidents	8
Medical assist, assist EMS crew	31
Dispatched & cancelled en route	5
Severe weather or natural disaster	9
Power line down	1
Structure fires	5
Forest, woods or wildland fire	1
Total Calls	66

**September 2024**

**Monthly Report – Robbins Area Library – Sue Aklus**

**Programs:**

*Children:* Story Time with Miss Sue, Hope Academy Story Time, Find Suzy Squirrel, Crafts, Puzzles, Book/Movie Club, Checker’s Match, Lego Day, Scavenger Hunt

*Adult:* Crochet & Knitting Group, Death on the Nile Book/Movie, Misty Clark Book Club, Trivia Quiz, Talk Like A Pirate Day

	2024	Attendance
Days Open	20	
Reference Questions	89	
Volunteer Hours	11	
Computer Use	30	
Front Door Walk-ins & Pickups	1136	
<b>ADULT PROGRAMS IN THE LIBRARY:</b>	10	82
Crochet & Knitting Group	4	30
Death on the Nile Book/Movie	1	8
Misty Clark Book Club Homeward on the Oregon Trail #2	1	4
Saturday Movie	2	5
Library Card Library Sig- Up Month Quiz	1	16
Talk Like A Pirate Day	1	19

<b>JUVENILE PROGRAMS IN THE LIBRARY:</b>	31	550
Thursday Story time with Miss Sue	4	51
Lego Fun	4	15
Checker's Match	4	12
Hope Academy Story Time with Miss Sue	12	213
Fall Craft Fun	1	5
Coloring Sheet/Crafts/Puzzles	1	97
Find Suzy Squirrel	1	129
Saturday Movie Fun	1	5
Hispanic Heritage Month Movie Fun	2	12
Library Card Sign-Up Month Scavenger Hunt	1	11
<b>CONFERENCE ROOM</b>	13	39
Tutor	10	25
Mark Burdett (Teen)	2	7
Committee Meeting	1	7



## Upcoming Programs for October 2024

- Crochet/Knitting Group every Tuesday 2-4PM
- Hope Academy Pre-School Story time Wednesday from 9-11AM
- Lego Fun Every Thursday afternoon from 2-6pm
- Thursday Preschool Story time every Thursday 10AM
- Checkers Match Wednesday Afternoons from 2-6PM
- Committee Meeting- Thursday, Oct. 3 @ 11:30AM
- Every Saturday in Oct. Halloween Movie Time @ 11AM
- Celebrate Hispanic Heritage Month with a Movie  
Oct. 2 & 9 @ 4PM
- Halloween Crafts Every Friday in October from 3-4PM
- Johnny Apple Seed Day Rescheduled to Friday, Oct. 4, 3-5PM
- Melody Carlson's Homeward on the Oregon Trail Series Book Club  
#3 A Home at Trails End with Misty Clark, Oct. 25 @ 4PM
- Clara The Witch is flying into The Robbins Library Tuesday,  
October 29 @ 4pm. Wear your Costume if you like.