

**THE ERWIN BOARD OF COMMISSIONERS  
AUGUST 2024 REGULAR WORKSHOP  
MONDAY, AUGUST 26, 2024 @ 6:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

**1. MEETING CALLED TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

**2. AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**

**3. NEW BUSINESS**

- A. Harnett County Grant- Pickleball Courts Project at Al Woodall Park **(Page 2)**
- B. Demolition Bids- Erwin Depot **(Page 8)**
- C. Reschedule October Regularly Scheduled Meeting **(Page 42)**
- D. 2024-2025 SRO MOU **(Page 43)**
- E. Joseph's Parking Lot **(Page 50)**
- F. W.N. Porter Park Stream **(Page 63)**
- G. Bike/Pedestrian Planning Grant **(Page 112)**
- H. FAMPO Boundary Assessment Update & MOU **(Page 113)**
- I. CORE **(Page 146)**
- J. Chapter 30 Updates **(Page 181)**
- K. Chapter 36 Updates **(Page 183)**
- L. ZT-2024-002: Group 1 of Split Zoned Properties **(Page 189)**
- M. Turlington Johnson Annexation **(Page 213)**

**4. CLOSED SESSION**

- ~~A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel~~
- ~~B. Pursuant to General Statute 143-318.11(a) (3) for the Purpose of Preserving the Attorney-Client Privilege~~

**5. GOVERNING COMMENTS**

**6. ADJOURNMENT**

**ERWIN BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MINUTES**  
**AUGUST 26, 2024**  
**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, August 26, 2024, at 6:00 P.M. in Erwin, North Carolina.

Board Members present were: Mayor Randy Baker, Mayor Pro Tem Ricky Blackmon, and Commissioners Charles Byrd, Timothy Marbell, Alvester McKoy, William Turnage, and David Nelson.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, Town Engineer Bill Dreitzler, Town Planner Dylan Eure, and Deputy Clerk Katelan Blount were present.

Mayor Baker called the meeting to order at 6:00 P.M.

Commissioner McKoy gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Commissioner Byrd made a motion to approve the agenda as presented and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

**NEW BUSINESS**

**Harnett County Grant-Pickleball Courts Project at Al Woodall Park**

Town Manager Snow Bowden informed the Board that Erwin received a \$50,000 grant from the State of North Carolina being bypassed through Harnett County. The consensus of the Board was to resurface both existing tennis courts at Al Woodall Park and turn one of the existing tennis courts into three pickleball courts.

Two quotes, Waatti Contracting and Andrews Concrete Inc. were presented to the Board.

**The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in September to award the project to Waatti Contracting for \$75,338.20 and a budget amendment to be presented for the additional funding from the community enhancement fund.**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: Harnett County Grant- Pickleball Courts at Al Woodall Park

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The Town of Erwin has received a \$50,000 grant from the State of North Carolina. The general consensus on how to use these funds was to resurface both existing tennis courts at Al Woodall Park and turn one of the existing tennis courts into three (3) pickleball courts. We have received a lot of request(s) for pickleball courts. Pickleball is the fastest-growing sport in the country at the moment. Our Recreation Director Doug Stevens has researched and reached out to a lot of people to try and get this project started. The work is kind of a niche project. We have two quotes to complete the work:

- Waatti Contracting - \$75,338.20
- Andrews Concrete Inc.- \$94,500.00

Waatti Contracting has good reviews and has done good work for other similar projects. In order to move forward with this project we would need to transfer funds to cover the difference. I would recommend transferring \$25,339 from the community enhancement fund.



**Waatti Contracting**  
 158 Tributary Circle  
 Wilmington  
 NC 28401  
 Ph: 9104449109

# JOB PROPOSAL

Date:  
**05-06-2024**

Consultant:

**City of Ewin**  
 810 South 16th St  
 Ewin, NC 28339  
**Ph 1: 910-985-0844**  
**Ph 2:**

**Shane Waatti**  
 Ph:

**Purchase Order:**

<http://www.waatticontracting.com>

## Basic Tennis Court Resurface & Add Three Pickleball Courts Job Proposal

**Work to be Performed:** Resurface Two Tennis Courts Turning One Tennis Court into three Pickleball Courts; Clean out all cracks with a wire wheel grinder. Cut out and install pickleball post sleeves, Install a new 4' chainlink fence, to divide three new pickleball courts. Fill all cut outs with new asphalt. Acid wash, pressure wash, apply a neutralizer, and rinse courts. Before the court dries mark out all bird baths. Apply patch binder to all cracks and birdbaths, sand down all uneven surfaces. Apply one coat of SportMaster resurfacer, two coats of SportsMaster color green. Paint all game lines white. Apply a coat of Sportwax Clear Coat over both finished courts. Install pickle ball posts and nets. Blow off new courts.

**Materials Package:** Basic  
 [SKU: 101] - Concrete (x32)  
 [SKU: 102] - Asphalt (x8)  
 [SKU: 103] - SportMaster Patch Binder, Resurfacer & Color Coats (x1)  
 [SKU: 104] - Sportwax Clear Coat (x11)  
 [SKU: 105] - Pickleball Net, Posts & Sleeves Sets (x3)  
 [SKU: 106] - 4' Chain-link Fencing (x2)  
 [SKU: 107] - Tennis Net, Posts & Sleeves Set (x1)  
 [SKU: WAC-102] - Pressure Washing (x1440)  
 [SKU: WAC-402] - Dump Trailer (x1)  
 [SKU: WAC-404] - Plate Compactor (x1)

**Permits:** Permits by other

LCD:  
 2106006

**Subcontractors:** -

**Investment Terms:** 20% investment to schedule the project and 50% investment at the start of the project and the remaining 30% upon completion of the project.

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<b>Investment:</b>	\$ 75338.20	<b>Total Investment:</b>	\$ 75338.20
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**We Accept:** Cash - Check - American Express - MasterCard - VISA - Discover

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<b>Install Date:</b>	<b>Contact Person:</b>
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**Rental:** | **Notes and Instructions:**

## Basic Guarantee

Your Basic Investment is stamped with a 2-year Workmanship Guarantee! Waatti Contracting LLC warrants your project to be free from defects in workmanship for 2 years from date of installation.

## License

101776

## Company Agreement

1. Investment Client shall pay the amount of agreement for completion of work. If there is a change at the time of sale the Investment will be adjusted accordingly. 2. Specific Requirements for materials, Workmanship and Change Orders Specific materials are listed in detail on the attached estimate. The Client may request changes from the original plans. All change orders must be in writing, authorized by both parties, the Client may elect to orally authorize or approve change orders and Contractor will give a written change order before proceeding with change order. 3. Investment amount A 20% payment on agreed investment is required at time of an authorized agreement to have your project scheduled. A 50% payment on agreed investment is required on the day the project begins. The Remainder of balance is due at time of delivery/installation or bill progress. Interest will be charged at 18% APR on payments that are thirty (30) days past due. Preventive Maintenance plans are due in full upon acceptance date. 4. Hidden, Concealed and Unforeseeable Conditions The parties agree that in the event a condition arises that requires an extra cost, they shall proceed as follows: Contractor shall notify Client verbally at once to expedite agreement as to the charge to correct or cure such condition, and provide a written estimate as soon as practicable. All parties must agree to such extra amount, or agree to a resolution method, or this Agreement may be canceled by either party. For purposes of this section, a "hidden, concealed and unforeseeable condition" shall mean a condition not apparent to the Contractor. This could include but is not limited to a sudden unavailability or scarcity of materials needed to complete project, unexpected surge in costs for materials, structural problems in original structure that prohibit a secure installation, etc. 5. Building Codes Contractor is agreeing to perform a specific scope of work designed or ordered by the Client or Client's architect for a specific investment. If that specific scope of work needs to be changed in order to meet applicable building codes, then the Client may authorize, at the Client's added expense, additional work in order to satisfy the building codes and inspectors. The code work will be done in accordance with the Change Order clause (#2 above). 6. Correction of Work Prior to making final payment, the Client may inspect the work to determine if it has been completed according to agreement. Client may prepare a written list of work (a punch list) he/she believes should be completed or corrected according to the Agreement. There shall be only one punch list and must be signed by the Client. The Contractor is obligated to correct all work stated on the punch list for which he/she is responsible under the terms of the agreement. Client cannot contract with any alternative contractor for the performance or completion of work, nor claim a credit or back charge for the cost of completing any item stated on the written punch list unless the Contractor shall have first been given reasonable notice and opportunity to correct the work stated on the punch list. If the Client does contract with an alternate contractor to perform the punch work or otherwise complete the project without first affording the opportunity to the Contractor to do so, the Client then agrees to accept all work "as is", waives any claim against the Contractor and agrees to pay the full Agreement Investment without deduction for uncompleted or defective work. The Contractor has the opportunity to take photos if a dispute should occur. Upon the contractor's completion or correction of the work identified on the single punch list, any amount withheld from final payment shall be paid within the next three days to the Contractor. 7. Disputes and Remedies If a dispute cannot be resolved between the parties, then either party may file suit in an appropriate local court of jurisdiction. If suit is filed in a Superior Court, the dispute will be decided according to the mandatory arbitration rules of the county in which the suit is filed, and each party expressly waives the dollar limits currently in effect according to the mandatory arbitration rules of the county in which suit is filed. The arbitrator shall have authority to determine the amount, validity and enforceability of a lien. Each party waives their right to file any appeal and agree to accept the arbitrator's award as final and binding. If a dispute occurs and either party incurs legal

expenses, the prevailing party shall be awarded its reasonable costs and attorney fees. 8. Guarantee of workmanship Waatti Contracting warrants their workmanship for a period of two year or (otherwise stipulated in agreement .. Platinum, Gold choices) from the date of delivery/installation. They will correct all work that fails per original work performed in this time period at no cost to the Client. The Client has a period of one month following the expiration of the guarantee period in which to file a claim against Waatti Contracting. Guarantee does not cover damages or defects caused from misuse, normal wear and tear, acts of nature, external forces not related to workmanship (i.e. other trades). This guarantee and right to sue for damages are not transferable. 9. Breach of agreement Any claim or cause of action, regardless of whether the claim is based on breach of guarantee, breach of Agreement, indemnification or tort, must be filed in a court of competent jurisdiction no later than thirty (30) days following expiration of the Contractor's guarantee.

**SIGNATURE:**

Date: 05-06-2024

## **Doug Stevens**

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**From:** David "Rocky" Gruber <rocky@andrewsconcreteinc.com>  
**Sent:** Thursday, August 8, 2024 11:14 AM  
**To:** Doug Stevens  
**Subject:** 3 Pickle ball courts and 1 Tennis court

Hey Doug,

Sorry for the delay. This is a rough estimate as we will need to inspect the playing surface to fill cracks before we start the project. This is for 3 (30x60) pickle ball courts and 1 (60x120) tennis court resurface. We'll be using the blue and green color scheme. This includes setting sleeves for posts and striping the courts.

\$94,500.00

Thank you for your time.



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: Demolition Bids- Erwin Depot

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I had the Depot inspected for asbestos and the report did not find any asbestos that we would need to abate. A while back we received two bids to demolish the Depot including the foundation. The lowest bidder was Martin Edwards and Associates (MEA). I spoke with a representative from MEA and he told me that they would still honor the bid that they submitted.

## MINUTES CONTINUED FROM AUGUST 26, 2024

### **Demolition Bids-Erwin Depot**

Town Manager Snow Bowden stated that a while back we received two bids to demolish the Depot including the foundation. The lowest bidder was Martin Edwards and Associates (MEA). He spoke with a representative from MEA and he was told that they would still honor the bid that they submitted.

**The consensus of the Board was to instruct Town Manager Snow Bowden to reach back out to both bidders, MEA and TSI, to obtain in writing that these companies would honor their original bids from February.**

### **Reschedule October Regularly Scheduled Meeting**

Town Manager Snow Bowden informed the Board that our Regularly Scheduled Meeting in October is scheduled for Thursday, October 3<sup>rd</sup>, which was the same night as the Gospel Sing. He asked the Board to consider rescheduling the Meeting to the following Thursday, October 10, 2024.

**The consensus of the Board was to move the October Regularly Scheduled Board Meeting to October 10<sup>th</sup> and to place this item under consent at the Regularly Scheduled Board Meeting in September.**

### **2024-2025 SRO MOU**

Town Manager Snow Bowden stated that this was a standard MOU. He sent Town Attorney Tim Morris a question regarding the 2018 SRO MOU and recommended referencing the updated 2024 MOU when signing this document.

**The consensus of the Board was to instruct Town Manager Snow Bowden to send the MOU back to the School Board to correct the error and send it back to the Town Board for approval.**

### **Joseph's Parking Lot**

Town Manager Snow Bowden stated previous Boards discussed this matter. The Joseph family reached out to him and Mayor Baker regarding the Town eventually taking ownership of the parking lot in front of the Joseph's Building. The parking lot in front of Joseph's and the old bank is private property. He asked the Board to keep in mind that the buildings would require variances, and the parking lot would need work prior to the Town taking it over.

Commissioner Byrd stated if the Town took ownership, we needed to leave it as a parking lot and not a road.

Commissioner Blackmon stated that he was on the Board when the Joseph family brought this before the Board years ago. If we take over the parking lot then those businesses lose parking for their employees. A survey would also be required in order for those buildings to meet the setbacks. He expressed his concern about the flooding problems in the parking lot and stated that the

# ***Asbestos Inspection Report***

**Commercial Structure  
Depot Building  
110 Chief Joseph Lane  
Erwin, North Carolina**

**Prepared for:**

**Mr. Snow Bowden  
Town Manager  
Town of Erwin  
P.O. Box 459  
Erwin, NC 28339**

**August 7, 2024**

**Prepared by:**

**Robert A. Privott**

**Robert A. Privott**

**Asbestos Inspection Services 30 Willow Run Sanford, NC 27332 Phone-919-770-7536**

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Mr. Snow Bowden  
Town Manager  
Town of Erwin  
P.O. Box 459  
Erwin, NC 28339

**NESHAP SURVEY TO IDENTIFY:  
ASBESTOS CONTAINING MATERIALS**

**Of a Commercial Structure**

**Depot  
110 Chief Joseph Lane  
Erwin, NC**

**August 7, 2024**

Robert A. Privott is pleased to submit this report for the limited NESHAP survey of the subject facility. The purpose of the survey was to identify the presence and general location of suspect asbestos containing materials. Mr. Snow Bowden representing The

Town of Erwin, North Carolina authorized this work on July 23, 2024 via telephone conversation.

## **PROJECT INFORMATION**

On July 30, 2024, Robert A. Privott made an asbestos inspection of a commercial structure located at 110 Chief Joseph Lane, Erwin, North Carolina at the request of Mr. Snow Bowden representing The Town of Erwin, North Carolina. The purpose of this inspection was to determine if asbestos containing materials (ACMs) are present within the structure. The United States Environmental Protection Agency (EPA) defines ACMs as those materials that contain at least one percent (1%) asbestos fibers. In addition, the EPA defines friable materials as those that can be crumbled, pulverized, or reduced to powder with hand pressure. However the Occupational Safety and Health Administration (OSHA) defines ACMs as those materials that contain any asbestos fibers.

North Carolina asbestos regulations consider materials in which asbestos is detected at one percent (1%) or greater to be asbestos containing materials (ACMs). During the inspection, only building spaces accessible to the inspector were inspected. Suspect materials were carefully evaluated to determine the condition, friability, potential for damage, and to determine the overall health hazard considerations for potential ACM observed.

Asbestos is not hazardous unless inhaled or ingested. Therefore, the more likely a substance is to crumble and become airborne when disturbed, the more likely hazardous it is to human health and the environment. This characteristic is called friability. Friable asbestos containing materials are defined as any material containing asbestos which can be crumbled, pulverized, or reduced to powder by hand pressure. Typical examples of friable materials are pipe insulation, boiler insulation, textured ceiling materials, ceiling panels/tiles, fire and sound proofing.

Non-friable materials such as roof coatings, vinyl asbestos floor tiles, sheet vinyl flooring, roofing felt/shingles or cementitious panels (transite) can become friable when exposed to the right conditions. However, in most cases these materials can be easily maintained in a non-friable condition and pose a minimal threat to human health and the environment if left in its current state.

The EPA allows for compositing of layered wallboard analysis to include joint compound. It is recommended that wallboard in the structure be thoroughly wetted before demolition to minimize dust.

## Property Description

The subject property is a commercial structure located at 110 Chief Joseph Lane, Erwin, North Carolina that is scheduled to be demolished. It is a single-story structure of wood frame construction with wood siding and asphalt shingle roofing. Interior finishes are wood components.

## **NESHAP SURVEY PROCEDURES**

Robert A. Privott conducted the survey on July 30, 2024. The visual survey included observation of accessible areas for the presence of suspect asbestos containing materials. The areas were visually inspected for suspect asbestos containing building materials. Actual measurements were not taken.

### **Suspect Asbestos-Containing Building Materials (ACM)**

In order to identify if the suspect materials observed during the visual survey contained asbestos, the materials were sampled and forwarded to an approved laboratory for analysis.

Four samples were taken of materials that were suspect of containing asbestos. The materials sampled were: asphalt shingle roofing and window glazing compound.

The samples were transported under a chain of custody form to Eurofins CEI Labs in Cary, North Carolina where a Polarized light microscopy analysis was performed in accordance with the EPA/600/M-4-82-020 method. Procedures described in EPA/600/R-93/116 have been incorporated where applicable. Eurofins CEI Labs is a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) conducted by the National Institute of Standards and Technology (NIST).

## **EVALUATIONS AND RECOMMENDATIONS**

If asbestos containing materials are removed, this work must be accomplished in compliance with the applicable federal, state, and local regulations. If disturbing ACM, the Occupational Safety and Health Administration (OSHA) asbestos regulations (29 CFR 1926.1101), and the National Emission Standards for Hazardous Air Pollutants (NESHAPS) asbestos regulations (40 CFR 61 Subpart M) would apply. This survey was performed as a NESHAPS demolition survey. It is important that a competent contractor experienced in asbestos removal perform the removal of ACM. Furthermore, the removal should be performed in accordance with the plans and specifications prepared for the specific project.

### **National Emission Standards for hazardous Air Pollutants (NESHAP)**

The US Environmental Protection Agency (EPA) regulates asbestos-related activities under the National Emission Standards for Hazardous Air Pollutants (NESHAP), Subpart M, National Emission Standard for Asbestos, 40CFR Part 61. These standards were adopted by the state of North Carolina and are administered and enforced by the state Health Hazards Control Branch of the Division of Epidemiology, Department of Environment, Health & Natural Resources.

The federal standard regulates air pollutants from asbestos-related activities at "facilities". The definition of a "facility" in 40 CFR §61.141 excludes residential buildings having four or fewer dwelling units; therefore, EPA does not regulate the asbestos removal activity. However, the state regulations do not exclude single residential dwellings in their definition of an "installation" (15A NCAC 19C.0601) making the asbestos removal activity subject to state compliance.

### **NC Solid Waste Management (15A NCAC 13B)**

The NC Department of Environment, Health, and Natural Resources, NC Solid Waste Section administers and enforces the state code dealing with the disposal of asbestos waste. The "operational requirements for sanitary landfills" states that "Asbestos waste that is packaged in accordance with 40 CFR 61, which is adopted by reference with G.S. 150B-14(c), may be disposed of separate and apart from other solid wastes at the bottom of the working face or in an area not contiguous with other disposal areas, in either case, in virgin soil..." (Ref: 15A NCAC/13B.0505 (11) (d)). Final acceptance of the waste is the decision of the local landfill operator.

**A Notification of Demolition and Renovation must be filed with the state at least ten (10) working days prior to beginning the demolition.**

## **Occupational Safety and Health Act, (OSHA) 29 CFR Part 1926**

The US Department of Labor regulates asbestos-related worker activities under the Occupational Safety and Health Act, (OSHA) 29 CFR Part 1926. These standards with amendments through October 1, 1993, were adopted by the state of North Carolina under 13 NCAC 7c.0101 and are administered and enforced by the state Division of Occupational Safety & Health, NC Department of Labor as "NC Occupational Safety & Health Standards for the Construction Industry." An amendment to the federal standards was published in the Federal Register on August 10, 1994, with revised federal standards to be implemented by April 10, 1995. This revision was adopted by the state on February 1, 1995, under 13 NCAC 7F.0201.

The construction standards apply to: (1) Demolition or salvage of structures where asbestos is present; (2) Removal or encapsulation of materials containing asbestos; (3) Construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions thereof, that contain asbestos; (4) Installation of products that contain asbestos; (5) Asbestos spill/emergency cleanup; and (6) Transportation, disposal, storage, containment of and housekeeping activities involving asbestos, on the site or location at which construction activities are performed. (ref: 29 CFR § 1926.1101 (a)).

The standards require that "All Class II work shall be supervised by a competent person..." (ref: 29 CFR §1926.1101(f) (7) (i)). Class II work includes the removal of Category I and II non-friable ACM and all RECM. The state accreditation classification for such a "competent person" is a "Supervisor". Accordingly, a state-accredited supervisor should be on site during the removal of the asbestos-containing materials. It will be the duty of the supervisor to ensure that accredited workers in compliance with applicable health & safety standards conduct the work.



## FINDINGS

The laboratory did not identify separate layers within the bulk samples. EPA and NESHAP asbestos regulations state that all multilayered systems, except for wall systems where joint compound is used, must be analyzed as separate layers. The procedure for identifying separate layers is a requirement, as published in the Federal Register on January 5, 1994.

### **The PLM analysis determined that none of the samples submitted for evaluation contain asbestos.**

Robert A. Privott assumes no liability for asbestos containing materials that are not included in this asbestos inspection due to the material being inaccessible, concealed, or not considered suspect ACM. Robert A. Privott assumes no liability for the condition of the building or associated building materials before or after the asbestos inspection.

The results of the analyses pertain only to the samples taken from the suspect materials. There is no warranty that the samples are fully representative of all materials that may be encountered at the location. This inspection was conducted to comply with the Clean Air Act, National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61) and is not intended to meet the requirements of the more rigorous Asbestos Emergency Response Act (AHERA), Asbestos-Containing Materials in Schools (40 CFR Part 763).

Robert A. Privott recommends that proper legal counsel and medical consultants be involved to address specific legal and medical considerations.

Thank you for the opportunity to serve you on this project. Please call if I can be of further assistance.

Respectfully Submitted,

March 15, 2023



Robert A. Privott

NC Accredited Asbestos Inspector No. 11729

## **Table of Exhibits**

- I. **Sampling Form**
  
- II. **Asbestos Lab Report Summary**
  
- III. **Asbestos Lab Bulk Analysis**
  
- IV. **Chain of Custody Record**

# I. Sampling Form



# SAMPLING FORM

CEI

COMPANY CONTACT INFORMATION	
Company: Robert A. Privott	Job Contact: Robert A. Privott
Project Name: 110 Chief Joseph Lane, Erwin, NC	
Project ID #	Tel 919-770-7535

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
E-01	Asphalt Shingle, Roof		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
E-02	Asphalt Shingle, Roof		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
E-03	Window Glazing Compound		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
E-04	Window Glazing Compound		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
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## **II. Asbestos Lab Report Summary**

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**ASBESTOS ANALYTICAL REPORT**  
**By: Polarized Light Microscopy**

Prepared for

**Robert A. Privott**

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CLIENT PROJECT: 110 Chief Joseph Lane, Erwin, NC

LAB CODE: B2414551

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 08/01/24

TOTAL SAMPLES ANALYZED: 4

# SAMPLES >1% ASBESTOS:



CEI

## Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 110 Chief Joseph Lane, Erwin, NC

LAB CODE: B2414551

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
E-01		B2414551.01	Red,Black	Asphalt Shingle	None Detected
E-02		B2414551.02	Red,Black	Asphalt Shingle	None Detected
E-03		B2414551.03	Brown	Window Glazing Compound	None Detected
E-04		B2414551.04	Brown	Window Glazing Compound	None Detected

## **IV. Asbestos Lab Bulk Analysis**



August 1, 2024

Robert A. Privott  
30 Willow Run  
Sanford, NC 27332

**CLIENT PROJECT:** 110 Chief Joseph Lane, Erwin, NC  
**CEI LAB CODE:** B2414551

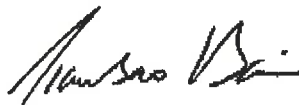
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on July 31, 2024. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH  
Laboratory Director



CEI

# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** Robert A. Privott  
30 Willow Run  
Sanford, NC 27332

**Lab Code:** B2414551  
**Date Received:** 07-31-24  
**Date Analyzed:** 08-01-24  
**Date Reported:** 08-01-24

**Project:** 110 Chief Joseph Lane, Erwin, NC

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
E-01 B2414551.01	Asphalt Shingle	Heterogeneous Red,Black Fibrous Bound	30%	Fiberglass	60%	Tar Gravel	None Detected
E-02 B2414551.02	Asphalt Shingle	Heterogeneous Red,Black Fibrous Bound	30%	Fiberglass	60%	Tar Gravel	None Detected
E-03 B2414551.03	Window Glazing Compound	Heterogeneous Brown Non-fibrous Bound			78%	Binder Calc Carb Paint	None Detected
E-04 B2414551.04	Window Glazing Compound	Heterogeneous Brown Non-fibrous Bound			78%	Binder Calc Carb Paint	None Detected

---

**LEGEND:**    Non-Anth    = Non-Asbestiform Anthophyllite  
                 Non-Trem    = Non-Asbestiform Tremolite  
                 Calc Carb    = Calcium Carbonate

---

**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

---

**REPORTING LIMIT:** <1% by visual estimation

---

**REPORTING LIMIT FOR POINT COUNTS:** 0.25% by 400 Points or 0.1% by 1,000 Points

---

**REGULATORY LIMIT:** >1% by weight


---

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

**ANALYST:**   
Ryan Steele

**APPROVED BY:**   
Tianbao Bai, Ph.D., CIH  
Laboratory Director



## **V. Chain of Custody Record**



CEI

**CHAIN OF CUSTODY**

4

730 SE Maynard Road, Cary, NC 27511

LAB USE ONLY:	
ECEI Lab Code:	B2414551
Job Contact:	Robert A. Privot
Email / Tel:	rprivot5@gmail.com
Project Name:	110 Chief Joseph Lane, Erwin, NC
Project ID#:	
PO #:	
STATE SAMPLES COLLECTED IN: North Carolina	

ECEI CLIENT #:	
Company:	Robert A. Privot
Address:	30 Willow Run
	Sanford, NC 27332
Email:	rprivot5@gmail.com
Tel:	919-770-7536
Fax:	

**IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.**

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 800	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAY w/ POINT COUNT	EPA 800	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR*	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVLC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Samples should be taken from the same sample lot as field samples

REMARKS / SPECIAL INSTRUCTIONS:		<input checked="" type="checkbox"/> Accept Samples
		<input type="checkbox"/> Reject Samples
Relinquished By:	Date/Time	Received By:
R. Privot	7/31/24 3:05pm	R. Privot
		Date/Time
		7/31/24 1:40

By submitting samples, you are agreeing to ECEI's Terms and Conditions.  
 Samples will be disposed of 30 days after analysis

Page 1 of 2

USPS no tracking

Version: CCOC.07.18 1/3.LD



CEI

**SAMPLING FORM**

COMPANY CONTACT INFORMATION	
Company: Robert A. Privott	Job Contact: Robert A. Privott
Project Name: 110 Chief Joseph Lane, Erwin, NC	
Project ID #	Tel: 818-770-7536

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
E-01	Asphalt Shingle, Roof		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
E-02	Asphalt Shingle, Roof		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
E-03	Window Glazing Compound		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
E-04	Window Glazing Compound		PLM <input checked="" type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>
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			PLM <input type="checkbox"/>	TEM <input type="checkbox"/>

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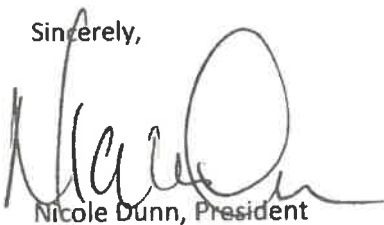
**Martin Edwards & Associates, Inc. (MEA) is a Small Women Owned Disadvantage Business. MEA is NC Certified HUB Zone Company, Historically Underutilized Business certified by NC Department of Administration and NC Department of Transportation. We are a federal, state and local government contracting firm located at 10335 Ramsey St., Linden, North Carolina 28356.**

MEA's corporate officer is, Ms. Nicole Dunn, President and Chief Executive Officer. The primary point of contact for this project will be Mr. Ashley Dunn. Contact info: [adunn@mailmea.com](mailto:adunn@mailmea.com); cell phone – 910-591-7420.

MEA has provided demolition services throughout the state of NC for the past 15 years. Some of our prior projects include the demolition of the old Benhaven Elementary Cafeteria in Harnett County, NC. The demolition of two therapy buildings on the Good Hope Hospital campus in Erwin, NC. We provided Demolition services for CommWell Health in Dunn, NC as they prepare to construct new buildings on their campus. Also, MEA successfully completed the demolition of the old Erwin Elementary School in Harnett County. This project was comprised of 5 buildings totaling approximately 80,000 square feet and the removal of underground utilities. MEA has and continues to provide demolition services for the State of NC to include the NC Office of State Budget & Management, town and city municipalities, and property management groups. In addition, MEA has present and past contracts for grinding and/or disposal of wood debris across North Carolina and South Carolina.

MEA is pleased to provide this proposal for the demolition of property located at 111 Chief Joseph Lane for the Town of Erwin.

Sincerely,



Nicole Dunn, President

MEA prides itself on our reputation and our ability to provide quick and excellent service to our customers. Upon the start of a new project, we remain committed to that project from start to finish without deviating between multiple jobs at one time. It is important to give our customer 100% of our attention to ensure the job is completed in a quick and safe manner. Below outlines our proposal commitments:

The demolition, removal, and disposition of the entire structure.

MEA will provide all equipment and labor necessary to complete this process.

Upon completion of demolition activities, MEA will grade the site to ensure proper drainage.

MEA will obtain all permits necessary for completion of the demolition.

Safety is a top priority for MEA. MEA agrees to comply with all OSHA guidelines throughout the entire demolition process with safety measures to include PPE and barricades if necessary.

MEA will document demolition activities with photographs prior, during, and after demolition activities are completed.

MEA agrees to work with the Town of Erwin throughout the entire process to salvage any materials the town wishes to retain.

**MEA will agree to provide all services as outlined in our proposal for a total cost of:**

**\$9,300.00**



## REFERENCES

Mr. Greyson Barefoot – CommWell Health

[dbarefoot@commwellhealth.org](mailto:dbarefoot@commwellhealth.org)

910-514-3286

Mr. Chris Johnson – County of Harnett

[cjohnson@harnett.org](mailto:cjohnson@harnett.org)

910-984-4173

Mr. Steve Matthews – Harnett County Schools

[smatthews@harnett.k12.nc.us](mailto:smatthews@harnett.k12.nc.us)

910-990-1916

Mr. Ricky Symmonds – Good Hope Hospital

[rickysymmonds@yahoo.com](mailto:rickysymmonds@yahoo.com)

910-984-7121

## INSURANCE

MEA has the following insurance coverage:

Commercial General Liability: 2,000,000

Workers Compensation: 500,000

Automobile Liability: 1,000,000

# DEMOLITION AND CLEARANCE BID SHEET

---

**Bid Opening Date/Time:** February 21, 2024 at 4PM  
**Bid Opening Location:** Town of Erwin  
Town Hall Conference Room  
**Property Address:** 111 Chief Joseph Lane (HC Tax PIN # 0597-63-3905.000)

---

You may hand deliver your bid to: Town of Erwin  
Attn: Snow Bowden, Town Manager  
100 West F Street, PO Box 459  
Erwin, NC 28339

or you may mail your bid to: Town of Erwin  
Attn: Snow Bowden, Town Manager  
100 West F Street, PO Box 459  
Erwin, NC 28339

**Bids not received by the time and date listed above will be rejected.**

Certain clearance activities are to take place upon the lot described above. These include those services which are marked with an X.

- Clearance of Buildings, Debris and Lot
- Clearance of Lot Only
- Clearance of All Buildings
- Clearance of Only the Following Building:
- Clearance of Entire Lot
- Clearance of the Following Portion of Lot:
- Additional Specific Directions: Contractor will be responsible for grading the lot and seeding disturbed areas.

**DEFINITIONS:**

**Building Clearance** - The complete removal of all building materials from the lot including foundation, slabs, blocks and bricks

**Lot Clearance** - The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground in the immediate area of the structure unless otherwise specified above.

# DEMOLITION AND CLEARANCE BID SHEET

## RESPONSIBILITIES OF CONTRACTOR INCLUDE:

- Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- Obtain any permits required from the Town Zoning Administrator, the County Building Inspection Office and the County Health Department.
- (x) The lawful disposal, at an approved disposal site, of all building materials, trash and brush removed from lot. Provide the Code Administrator with copies of all disposal trip tickets. Burning or burying of any debris is not permitted.
- (x) Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

**NOTE:** Prior to commencing this project, the awarded contractor will be required to provide a current Certificate of Insurance submitted to the Town of Erwin, Planning Department attention Snow Bowden.

Please fill out this bid form and return all pages by the Bid Date shown at the top of page 1.

Snow Bowden  
Town Manager  
910-591-4200  
[townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org)

### PLEASE PRINT THE FOLLOWING INFORMATION:

Bidder Information: Company Name Martin Edwards & Associates Inc.

Address 10335 Ramsey St

Uden NC 28354

Phone 910-694-2058 or 910-591-7420

1. I will perform the above described services for a gross bid fee of \$ 9300<sup>00</sup>.
2. In addition, I am willing to deduct the sum of \$ 0.00 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 9300<sup>00</sup>


Subtract Item 2 (Salvage Materials) \$ 0

My net bid is \$ 9300<sup>00</sup>

DEMOLITION AND CLEARANCE  
BID SHEET

Nine thousand three hundred \_\_\_\_\_ Dollars  
(My Net Bid in words)

Nicol D. Punn \_\_\_\_\_  
Printed Name of Company Representative

 \_\_\_\_\_  
Signature of Company Representative



2323 South Babcock Street • Melbourne, FL 32901 • 407.891.8005 • [www.tsidisaster.com](http://www.tsidisaster.com)

---

February 21, 2024

TOWN OF ERWIN  
100 West F. Street  
Erwin, NC 28339

RE: REQUEST FOR PROPOSALS: Demolition Contractors  
BID NUMBER: 2023/2024-001

Dear Mr. Snow Bowden,

Please see attached proposal for the demolition of the building located at 111 Chief Joseph Lane.

TSI Disaster Recovery, LLC principal place of business:  
2323 S Babcock Street, Melbourne, FL 32901

Contact: Henry Elmore, Managing Member

Phone: 407-891-8005

Fax: 407-891-9005

Email: [info@tsidisaster.com](mailto:info@tsidisaster.com)

TSI Disaster Recovery has no Conflict of Interest with the Town of Irwin in either professional or personal financial interests. TSI Disaster Recovery has no arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

Please advise if additional information is required.

Respectfully,

A handwritten signature in blue ink, appearing to read "Henry W. Elmore".

Henry W. Elmore  
Managing Member

Attachment:  
Sample Certificate of Insurance  
Clearance Bid Form

# DEMOLITION AND CLEARANCE BID SHEET

---

**Bid Opening Date/Time:** February 21, 2024 at 4PM  
**Bid Opening Location:** Town of Erwin  
Town Hall Conference Room  
**Property Address:** 111 Chief Joseph Lane (HC Tax PIN # 0597-63-3905.000)

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Attn: Snow Bowden, Town Manager  
100 West F Street, PO Box 459  
Erwin, NC 28339

or you may mail your bid to: Town of Erwin  
Attn: Snow Bowden, Town Manager  
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Erwin, NC 28339

**Bids not received by the time and date listed above will be rejected.**

Certain clearance activities are to take place upon the lot described above. These include those services which are marked with an X.

- Clearance of Buildings, Debris and Lot
- Clearance of Lot Only
- Clearance of All Buildings
- Clearance of Only the Following Building:
- Clearance of Entire Lot
- Clearance of the Following Portion of Lot:
- Additional Specific Directions: Contractor will be responsible for grading the lot and seeding disturbed areas.

**DEFINITIONS:**

**Building Clearance** - The complete removal of all building materials from the lot including foundation, slabs, blocks and bricks

**Lot Clearance** - The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground in the immediate area of the structure unless otherwise specified above.

# DEMOLITION AND CLEARANCE BID SHEET

## RESPONSIBILITIES OF CONTRACTOR INCLUDE:

- Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- Obtain any permits required from the Town Zoning Administrator, the County Building Inspection Office and the County Health Department.
- (x) The lawful disposal, at an approved disposal site, of all building materials, trash and brush removed from lot. Provide the Code Administrator with copies of all disposal trip tickets. Burning or burying of any debris is not permitted.
- (x) Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

**NOTE:** Prior to commencing this project, the awarded contractor will be required to provide a current Certificate of Insurance submitted to the Town of Erwin, Planning Department attention Snow Bowden.

Please fill out this bid form and return all pages by the Bid Date shown at the top of page 1.

Snow Bowden  
Town Manager  
910-591-4200  
[townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org)

### PLEASE PRINT THE FOLLOWING INFORMATION:

Bidder Information: Company Name TSE Disaster Recovery  
Address 2323 S. Babcock Street  
Melbourne, FL 32901  
Phone 407-891-8005

1. I will perform the above described services for a gross bid fee of \$ \$15,180.00
2. In addition, I am willing to deduct the sum of \$ 0.00 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 15,180.00

Subtract Item 2 (Salvage Materials) \$ 0-

My net bid is \$ 15,180.00

DEMOLITION AND CLEARANCE  
BID SHEET

Fifteen thousand, one-hundred & Eighty \_\_\_\_\_ Dollars  
(My Net Bid in words)

Henry W Elmore  
Printed Name of Company Representative

[Signature]  
Signature of Company Representative  
2/21/2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miclette & Britt of FL 850 Concourse Parkway S Suite #105 Maitland FL 32751	<b>CONTACT NAME:</b> Tayley Abrahams <b>PHONE (A/C, No, Ext):</b> 407-647-1616 <b>E-MAIL ADDRESS:</b> tabrahams@bmbinc.com		<b>FAX (A/C, No):</b> 407-628-1635
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Clearblue Insurance Company		<b>NAIC #</b> 28860
<b>INSURED</b> TSI Disaster Recovery LLC 2323 S Babcock St Melbourne FL 32901	TSDISASTER	<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 430678655                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> DESCRIPTION OF OPERATIONS / OWNERS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is available by emailing Contact Person as shown above. <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		AQ1YFL00353100	8/7/2023	8/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$ CANCELLATION applies per attached form.						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**CERTIFICATE HOLDER**                      **CANCELLATION**

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2024
--------------------------------

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321  License#: W138943 22559	<b>CONTACT NAME:</b> Kelly Tyson <b>PHONE (A/C, No, Ext):</b> 954-724-7000 <b>FAX (A/C, No):</b> 954-724-7024 <b>E-MAIL ADDRESS:</b> ktyson@keyescovrage.com																					
<b>INSURED</b> TSI Disaster Recovery LLC 2323 S Babcock St Melbourne FL 32901	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : Navigators Specialty Ins Co</td> <td colspan="2"></td> </tr> <tr> <td>INSURER B : Starstone Specialty Insurance Company</td> <td colspan="2" style="text-align: center;">44776</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Co</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D : Westchester Fire Insurance Co</td> <td colspan="2" style="text-align: center;">10030</td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Navigators Specialty Ins Co			INSURER B : Starstone Specialty Insurance Company	44776		INSURER C : Liberty Mutual Insurance Co			INSURER D : Westchester Fire Insurance Co	10030		INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

**COVERAGES**      **CERTIFICATE NUMBER: 281483748**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GA23CGLZ0D1R81C	3/14/2023	3/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNER AUTOS OPERATIONS LOCATIONS VEHICLES ACORD 101, Additional Remarks Schedule, may be attached if more space						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	73255M231ALI	3/14/2023	3/14/2024	EACH OCCURRENCE AGGREGATE	\$ 4,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
C C D	MGL/P&I Marine Umbrella Pollution Liability	Y Y Y	Y Y Y	LSMP21 1063 NY22LISZ0SRZG01 & VMX8001526 G27909954 008	7/1/2023 3/14/2023 10/2/2023	7/1/2024 3/14/2024 10/2/2024	\$1,000,000/\$2,000,000 \$4,000.00 \$2,000,000	\$1,000,000 CSL Per Occurrence Per Occurrence

**CERTIFICATE HOLDER**      **CANCELLATION 30 Days -10 for Non Payment**

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--------	---

# CERTIFICATE OF LIABILITY INSURANCE

Date  
1/23/2024

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

**Coverages**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

**Lion Insurance Company is A.M. Best Company rated A (Excellent). A.M.B. # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:**

Client ID: 92-70-447

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

**TSI Disaster Recovery, LLC**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

ISSUE 01-23-24 (KLT)

**Begin Date: 6/30/2016**

**CERTIFICATE HOLDER**

SAMPLE

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*[Handwritten Signature]*

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: Reschedule October Regularly Scheduled Meeting

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As you all know our regularly scheduled October Town Board meeting is on Thursday, October 3<sup>rd</sup>. I know that the Erwin Area Chamber of Commerce is hosting a Gospel Sing event that night. The Gospel Sing is a part of the Denim Days event. I feel like we should reschedule our meeting to the second Tuesday of October which would be on Thursday, October 10<sup>th</sup> at 7 PM. We are expecting to have at least one or two public hearings at our October meeting so we need to figure out a date and time so we can fulfill our legal advertising requirements. If October 10<sup>th</sup> does not work for the majority of you we can discuss other potential dates.

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: 2024-2025 SRO MOU

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We have received the 2024-2025 signed SRO MOU from the Harnett County School System.  
We will need to sign this MOU and return it to the Harnett County School System.

**SCHOOL RESOURCE OFFICER PROGRAM  
REIMBURSEMENT AGREEMENT FOR  
ELEMENTARY AND PRIMARY SCHOOLS**

This Reimbursement Agreement (hereinafter "Agreement") effective July 1, 2023 is made and entered into by and between the Harnett County Board of Education (hereinafter "Board"), the governing body of the Harnett County Schools (hereinafter "HCS"), the County of Harnett (hereinafter "County"), and the Town of Erwin (hereinafter referred to as the "Town").

**WITNESSETH:**

WHEREAS, the Board and the Town entered into a School Resource Officer Program Memorandum of Understanding (hereinafter referred to as the "MOU") effective October 1, 2018;

WHEREAS, Article V of the MOU states th the Board and governing body of the Town agree to enter into a separate contract to address the assignment of School Resource Officers (hereinafter referred to as "SRO" or collectively "SROs") to specific HCS schools and payment for SRO services during each fiscal year; and

WHEREAS, the Board and the Town entered into a School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools (hereinafter referred to as the "MOU") effective October 1, 2018; and

WHEREAS, the Board and the Town desire to update the School Resource Officer Program Reimbursement Agreement for Elementary and Primary Schools to reflect the actual costs incurred by the Town.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, County, and the Town do hereby agree as follows:

**Article I**

**SRO School Assignment**

The Town shall hire and train law enforcement officers to serve as SROs pursuant to the MOU in each of the following schools within the Town's limits:

1. Erwin Elementary

Between school years and during scheduled holidays, the Town shall have the right to utilize the SROs for non-SRO purposes so long as such uses do not conflict with any of the requirements of the MOU.

## **Article II**

### **Compensation for SRO Services**

The County, as part of the Current Expense Funding made to the Board every fiscal year, shall include eleven-twelfths (11/12) of the yearly allocation, identified below, to be used by the Board to compensate for law enforcement officers performing SRO services during the months that school is in session.

The compensation to be paid by County to the Town for reimbursement of the SRO services described in the MOU and for non-SRO purposes during scheduled holidays and between school years shall be set at \$74,249.00 per fiscal year, which shall be paid over twelve (12) equal monthly installments over the course of the fiscal year in accordance with Article III. The annual compensation paid by the County shall increase by three percent (3%) at the beginning of each subsequent fiscal year. If the total amount of funds expended on the SROs for the then-current term of the MOU exceeds the allocated amount for the current fiscal year, the Town shall be solely responsible for the excess expenditures of the SRO's services, unless the agreed upon in writing by the County.

At the conclusion of the academic year, the County will invoice the Board for all expenses incurred for SRO activities.

## **Article III**

### **Invoices for SRO Services**

In order to request payment, the Town shall submit monthly invoices to the Harnett County Sheriff's Office (hereinafter referred to as "HCSO") describing the applicable charges, including identification of personnel who performed the services, the date the services were performed, the school at which the SRO performed the services, and reimbursable expenses, if any. If the invoice contains expenditures for non-SRO purposes during a scheduled holiday, the invoice shall identify the type of services performed by the SROs. Prior to submission of invoices to the Board, the HCSO shall verify them for accuracy within five business days of receipt. Once verified, County shall process and pay invoices within 30 days of receipt.

## **Article IV**

### **Term and Termination of Agreement**

The term of this Agreement shall begin on July 1, 2023 and end on June 30, 2026 (the "Initial Term"), unless terminated earlier as herein provided. At the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms upon the renewal of the MOU, unless any of the parties provide at least 30 days' written notice of its intent to terminate prior to the expiration of the then-current term.

This Agreement may be terminated by any party, with or without cause, upon 90 days' written notice to the other parties. However, this Agreement shall automatically terminate without notice upon the termination of the MOU. If at any time this Agreement is terminated during the Initial Term or any subsequent term of the MOU, the parties shall negotiate and execute a new agreement that is compliant with Article V or any amendment thereof prior to the termination date of this Agreement, unless any amendment of the MOU no longer requires such an agreement.

## **Article V**

### **Notice**

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the address set forth below:

#### **To Board:**

Harnett County Schools  
Attention: Superintendent  
1008 South 11<sup>th</sup> Street  
Lillington, North Carolina 27546

#### **To County**

Brent Trout  
County Manager  
Post Office Box 759  
Lillington, North Carolina 27546

#### **With copy to:**

Christopher Appel  
Senior County Staff Attorney  
Post Office Box 238  
Lillington, North Carolina 27546

#### **To Town**

Snow Bowden  
Town Manager  
100 W F Street  
Erwin, NC 28339



**Article VI**  
**Miscellaneous Provisions**

1. **Relationship of Parties.** The parties to this Agreement shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the parties be construed as employees, agents, or principals of any other party to this Agreement. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement, to the extent permitted under law.
2. **Governing Law: Venue.** This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Harnett County, North Carolina Superior Court.
3. **Amendments and Modifications: Additional Policies and Procedures.** This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this Agreement.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
5. **Severability.** In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
6. **No Third Party Benefits.** There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against the parties.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
8. **E-Verify:** All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this Agreement demonstrating such compliance.

IN WITNESS WHEREOF, the parties hereto caused the Agreement to be executed on their behalves.

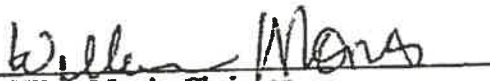
HARNETT COUNTY BOARD OF EDUCATION

  
Chair

ATTEST:



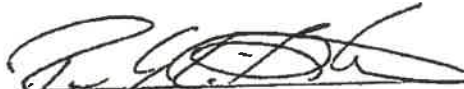
COUNTY OF HARNETT

  
William Morris, Chairman  
Harnett County Board of Commissioners

ATTEST:

  
Melissa Capps, Clerk

TOWN OF ERWIN

  
Randy L. Baker  
Mayor

ATTEST:

  
Lauren Evans, Town Clerk

Re: Renewal of School Resource Officer Program Memorandum of Understanding

Per Article VII, entitled "Amendments and Modifications: Additional Policies and Procedures" of the School Resource Officer Program Memorandum of Understanding dated October 1, 2018 ("MOU"), attached hereto, the Harnett County Board of Education and Town of Erwin mutually agree to renew the MOU. The terms are contingent on the negotiations with the Sheriff or Police Chief that allow the school district to address performance issues with individual school resource officers actively. All other terms and conditions will remain the same for a term of 12 months, beginning July 1, 2024, and ending June 30, 2025.

SIGNATURES:

 \_\_\_\_\_

\_\_\_\_\_

8.19.24  
DATE

\_\_\_\_\_  
DATE

## MINUTES CONTINUED FROM AUGUST 26, 2024

Town did not need to take over something that the Town would have to pay to fix. Taking over this parking lot would come with a price tag of \$200,000-\$300,000 and the owner needed to pay to address the issues prior to the Town agreeing to take ownership.

Mayor Baker stated that prior to the Town taking ownership of the parking lot, public notice would be needed to differentiate that the left-hand side would be public parking and the right-hand side would still be private parking. He stated that in the public parking lot next to Town Attorney Tim Morris' office, two large dump trucks use that parking lot to park their trucks. He stated that was something the Board also needed to consider. He stated he was not against the request but he wanted to look at the pros and cons.

Commissioner Blackmon stated we needed to go back to Ms. Joseph and establish some boundaries. All legal documentation and improvements to the parking lot should be paid for or reimbursed by Ms. Joseph. The mound causing the flooding issue in the center of the parking lot needed to be removed.

Commissioner Byrd recommended the businesses develop the side lot for employees to park if the Town agreed to take ownership of the parking lot.

Mayor Baker asked if the Erwin Chamber allowed vendors to set up in the parking lot in front of Josephs at Denim Days and someone got hurt, would Ms. Joseph or the Erwin Chamber of Commerce be liable?

Town Manager Snow Bowden stated that the Erwin Chamber of Commerce would be liable during the event.

**The consensus of the Board was to instruct Town Manager Snow Bowden to go back to Ms. Joseph with the Town Board's concerns about the drainage issues, parking for employees, and the cost of the repairs to the parking lot.**

### **W.N. Porter Park Stream**

Town Manager Snow Bowden stated this was one of the grants the Town received to assist in conducting a feasibility study to improve the stream that runs through Porter Park. This grant from NCDEQ did require a \$10,000 match. This was a standard contract and he shared this contract with Town Attorney Tim Morris but had not heard back from him at that time. This will not fix the issue at Porter Park, but it would hopefully be a step in the right direction to make Porter Park safer for kids.

Commissioner Byrd stated the State needed to fix the issue with the road.

Commissioner Blackmon stated that this feasibility study leads to more grants.

**The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in September and a budget amendment to be presented to the Board for the needed funding.**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: Joseph's Parking Lot

---

Mrs. Joseph contacted the Town of Erwin to inquire about the Town taking over ownership of the parking lot in front of the building that her family owns in downtown Erwin. The property can be identified by its address of 102 East H Street and/or corresponding Harnett County Tax PIN #0597-64-9546.000. The parking lot in front of this building is private property. The parking lot that is next to the old bank building at 101 North 13<sup>th</sup> Street with corresponding Harnett County Tax PIN #0597-64-7525.000. Town Staff has reached out to the owners of 101 North 13<sup>th</sup> Street and we are still waiting to hear back from them at the time of this memo.

The Erwin Area Chamber of Commerce has always had to request permission from the Joseph's to use their parking lot. The Erwin Area Chamber of Commerce has always asked for permission from the owner of 101 North 13<sup>th</sup> Street (Curr-Well Developments LLC) to use their parking lot. In full disclosure, I have since learned that this has not been happening as it should. I will address this issue with the Erwin Area Chamber of Commerce. There have been other events such as 5k's on the Dunn-Erwin Rail Trail that have used this parking lot in the past as well that were events not associated with the Erwin Area Chamber of Commerce or the Town of Erwin. However, the events did support the community.

This idea has been discussed before and previous Boards have decided to not take over ownership of the parking lot. There are a lot of items to consider before taking action on this idea. As an example, before the North Carolina Department of Transportation (NCDOT) will accept a road into their highway system they require the road to be brought up to their standards before they would accept the road. If we want to consider taking this parking lot do we want to require that the necessary improvements be made to the parking lot? From a planning perspective, the building at 102 East H Street would need to have a variance approved for any new property line. Taking over ownership of this parking lot could lead to further issues with traffic especially due to the fact that the parking lot at 101 North 13<sup>th</sup> Street is still private property. You would not be able to turn this into a one-way street without having access to North 13<sup>th</sup> Street. There are also stormwater issues that would need to be addressed.

To the blind eye, it appears that the parking lot owned by the Joseph family is actually public parking for downtown Erwin. People park their vehicles in that parking lot while using the Dunn-Erwin Rail Trail. People park in the parking spaces and go across the street to the businesses in downtown Erwin. Plenty of people drive through the parking lot like it is a road parallel with East H Street.

The parking lot is private property so if the property owner wants to block off access and put signs up that is their right to do so. If they wish they could put up signage and have vehicles towed and so forth. I am happy to do more research on this item if this is something that you want to move forward with. Town Staff would like some direction on this request.



5670107

STATE OF NORTH CAROLINA  
HARNETT COUNTY

DEED

THIS DEED, made this 15th day of December, 1971, by and between BURLINGTON INDUSTRIES, a Delaware corporation with its corporate offices in the City of Greensboro, Guilford County, North Carolina, and DURHAM AND SOUTHERN RAILWAY COMPANY, a North Carolina corporation with its corporate offices in the City of Durham, Durham County, North Carolina, parties of the first part, and LOUIS JOSEPH and GEORGE JOSEPH, JUNIOR of the Town of Erwin, Harnett County, North Carolina, parties of the second part;

WITNESSETH:

That Burlington Industries, party of the first part, for and in consideration of the sum of One Hundred (\$100) Dollars, and other good and valuable considerations, to it in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto said parties of the second part, their heirs and assigns, a tract or parcel of land situated in the Town of Erwin, Duke Township, County of Harnett and State of North Carolina, which tract or parcel of land is described hereafter.

That Durham and Southern Railway Company, party of the first part, for and in consideration of the sum of Ten (\$10) Dollars and other good and valuable considerations, to it in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto said parties of the second part, their heirs and assigns, any and all interest it may have, including all easements and rights-of-way, in a tract or parcel of land situated in the Town of Erwin, Duke Township, County of Harnett and State of North Carolina, which tract or parcel of land is more particularly described as follows:

BEGINNING at a point in the Western margin of North 12th Street in the Town of Erwin, Duke Township, North Carolina, which point is 55.24 feet North of the center of the main railroad track of the Durham and

DOFFERMYRE,  
POPE AND  
TILGHMAN  
COUNSELORS AT LAW  
DOFFERMYRE BUILDING  
P. O. Box 771  
DUNN, N. C. 28334

TRANSFER RECORDED IN THE  
OFFICE OF HARNETT COUNTY  
TAX SUPERVISOR

ON Jan 6 1972  
TAX SUPERVISOR  
BY James Allen

Southern Railway Company where said track crosses North 12th Street and runs thence North 89 degrees 51 minutes West 150.00 feet to a point, thence North 0 degrees 09 minutes East 2.52 feet to a point, thence South 75 degrees 53 minutes 10 seconds West, 50.00 feet to a point, thence South 72 degrees 25 minutes 20 seconds West 77.08 feet to a concrete monument, thence South 0 degree 09 minutes West 13.94 feet to a point, a new corner in the northern right-of-way line of said railroad, thence eastwardly along said right-of-way line being 10 feet distant from center line of said railroad track, curving to the right an arc link of 57.36 feet to a new corner, thence South 89 degrees 51 minutes East 214.50 feet to a point, thence North 0 degree 09 minutes East 45.24 feet to the beginning.

Being tract No. 2 per map entitled "Property of George Joseph, Jr. and Louis Joseph", dated September 30, 1971, prepared by Piedmont Engineering Co. of Dunn, North Carolina, and recorded in Map Book 17, Page 6 in the office of the Register of Deeds of Harnett County, to which map reference is hereby made for a more accurate and certain description.

TO HAVE AND TO HOLD the above described tract or parcel of land, with all the privileges and appurtenances thereunto belonging, or in any wise appertaining, unto the said parties of the second part.

That the said Burlington Industries, party of the first part, does covenant that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances; and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Burlington Industries, party of the first part, has caused this Deed to be signed in its corporate name by its Vice-President, attested by its Assistant Secretary, and sealed with its common corporate seal, and the said Durham and Southern Railway Company has caused this Deed to be signed by its Vice President, attested by its Asst. Secretary, and sealed with its common corporate seal, the day and year first above written.

BURLINGTON INDUSTRIES

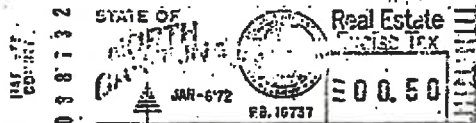
By

*Arthur E. Warner*  
Vice President

ATTEST:

*Earl G. Lawrence*  
Assistant Secretary

DOFFERMYRE  
POPE AND  
TILGHMAN  
COUNSELORS AT LAW  
DOFFERMYRE BUILDING  
P. O. Box 771  
DUNN, N. C. 28834



Cancelled 7 J. M.

DURHAM AND SOUTHERN RAILWAY COMPANY

By L. Duane Lee  
President

ATTEST:

[Signature]  
Secretary  
NORTH CAROLINA  
SULLY COUNTY

I, Suzelady Smith a Notary Public, do hereby certify that Arthur E. Heiser Vice-President, personally came before me this day and acknowledged that he is Vice-President of Burlington Industries, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by R. Cameron Cooke its

[Signature] Secretary.  
Witness my hand and notarial seal, this the 27th day of December 1971.  
My Comm. Expires: 1-22-76 Suzelady Smith N.P.

NORTH CAROLINA

Durham COUNTY

I, Sunda H. Quinn a Notary Public, do hereby certify that R. Duane Lee President, personally came before me this day and acknowledged that he is [Signature] President of the Durham and Southern Railway Company, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its [Signature] President, sealed with its corporate seal and attested by

Charles B. Wiley its Secretary.  
Witness my hand and notarial seal, this the 22 day of December 1971.  
My Comm. Expires: 7-6-76 Sunda H. Quinn N.P.

DOFFERMYRE,  
POPE AND  
TILGHMAN  
COUNSELORS AT LAW  
DOFFERMYRE BUILDING  
P. O. BOX 577  
DUNN, N. C. 27026

[Notary Seal]  
LITA H. CUMMINS



North Carolina-Harnett County

The foregoing certificate of Charles Edgar Smith  
Charles H. Gunnis  
Notary Public of Guilford & Davidson Counties  
certified to be correct.

This 6 day of January, 1973

Glen J. Millan, not

Register of Deeds  
Harnett County, N. C.

FILED  
BOOK 527 PAGE 107

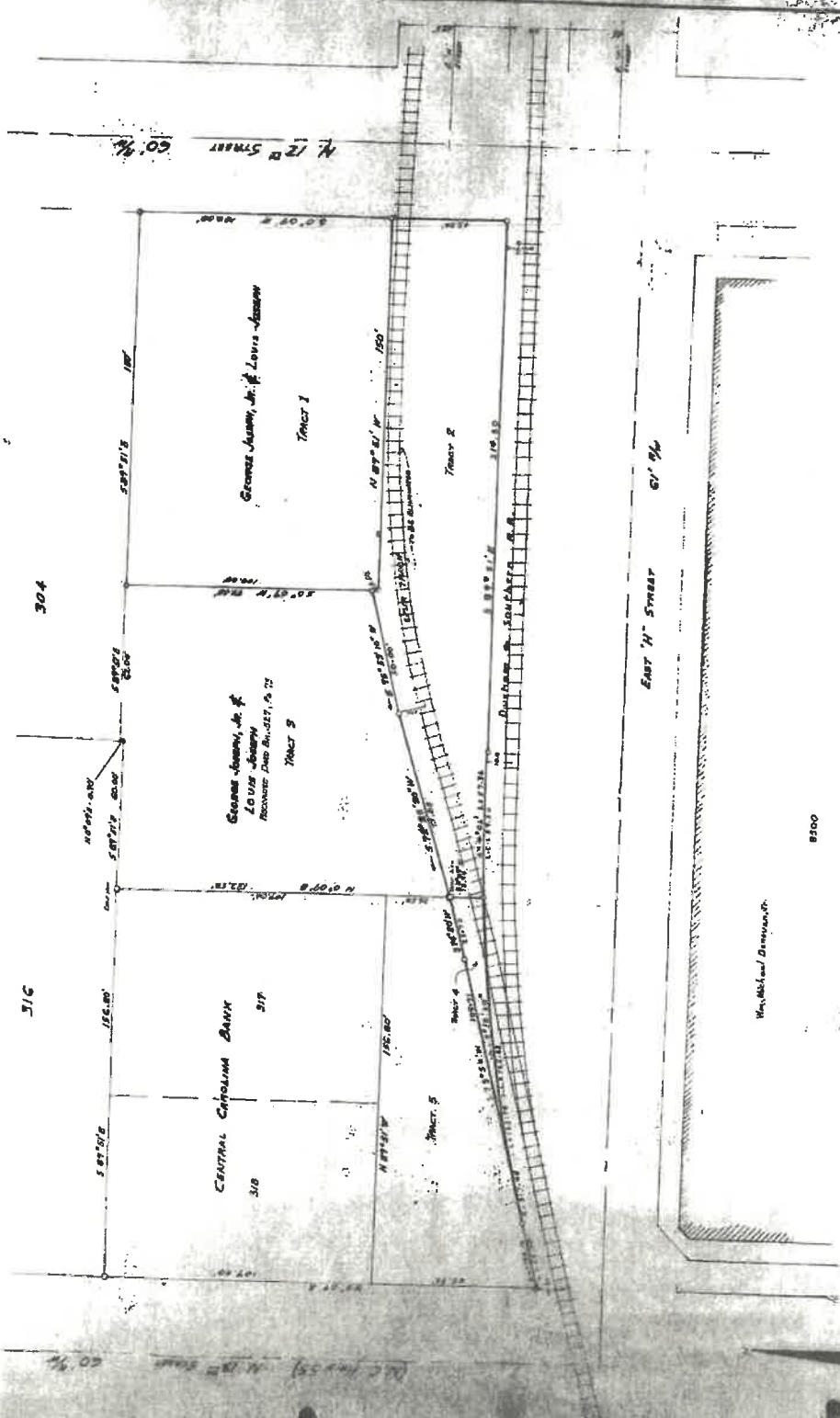
JAN 6 10 09 AM '72

INEZ HARRINGTON  
REGISTER OF DEEDS  
HARNETT COUNTY

REGISTERED



6



PROPERTY OF  
**GEORGE JOSEPH, JR. & LOUIS JOSEPH**  
 ERWIN, DUKE TWIN., HARNETT, N. C.  
 PIEDMONT ENGINEERING CO., DUNN, N. C.  
 SEPT. 30, 1971 SCALE 1" = 30'

W. Michael Dreyfus, Jr.  
 8500  
 10 W. Michael Dreyfus, Jr.  
 8500  
 10 W. Michael Dreyfus, Jr.  
 8500  
 10 W. Michael Dreyfus, Jr.  
 8500



FOR REGISTRATION REGISTER OF DEEDS  
HARNETT COUNTY, NC  
2006 JUN 22 11:22:51 AM  
BK:2244 PG:301-305 FEE:\$23.00

INSTRUMENT # 2006011538

HARNETT COUNTY TAX ID#

06-1507-9007

10-22-06 BY SKB

Prepared by: Jennifer J. Slusser, PO Box 778, Lillington, NC 27546

Parcel ID No.: 061507 9007

NORTH CAROLINA

HARNETT COUNTY

NON-WARRANTY D E E D

**THIS DEED**, made and entered into this 20th day of June, 2006, by and between North Carolina Rail-Trails, Inc., the land trust, Post Office Box 61348, Durham, North Carolina 27715, hereinafter called Grantor, and County of Harnett of 102 Front Street, Lillington, North Carolina 27546, hereinafter called Grantee;

**WITNESSETH:**

That said Grantor, for valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, and the valuable considerations received by preserving and conserving the Dunn-Erwin Railway corridor for future rail use has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, its heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to all of its right-of-way and other property, including any and all land, crossings, bridges, trestles, culverts, buildings, signals, signage, crossing control devises, communication lines, and poles that are affixed as of the date of this deed to the land in Harnett County between the below described points, situate, lying between Dunn, North Carolina and Erwin, North Carolina, located on the Erwin Spur of the Florence Division of CSX Transportation between Mile Post SDS-53 and Mile Post SDS -- 56.66 and Mile Post SDE-0.00 and Mile Post SDE-2.02, including all spur corridors at various locations, hereinafter designated "the Premise," and more particularly described in Exhibit "A", description attached

hereto and incorporated herein, and containing 61.33 acres, more or less. A map showing above-described property is recorded in Map No. 2005-863-864 Harnett County Registry.

The Grantee's obligations in the railbanking and conservation requires the following four reservations:

1. That when Surface Transportation Board of the United States Department of Transportation restores rail service trail accommodations will exist in the same corridor; and
2. That conservation requirements do not allow any buildings, permanent structures, or other encroachments to be in or on the rail corridor than currently exist; and
3. That for pedestrian, bicycle and future railroad safety no new at grade crossings of the Premises, are to be permitted; and
4. That the exercise of such reservations and rights does not unreasonably interfere with the conservation and safe use of the rail corridor.

To have and to hold the aforesaid parcel of land and all privileges thereunto belonging to it, the Grantee, its heirs and/or successors and assigns, free and discharged from all right, title, claim or interest whatsoever of the Grantor or anyone claiming by, through or under it either in law or equity, unto the proper use benefit and enjoyment, being restricted by the above stated reservation herein referenced, to the Grantee, the Grantee's heirs and assignees or successors and assigns.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)



NORTH CAROLINA RAIL-TRAILS, INC.

Albert C. Capehart, Jr. (SEAL)  
ALBERT C. CAPEHART, JR., PRESIDENT

ATTEST:

Carolyn R. Townsend  
SECRETARY

(SEAL)



NORTH CAROLINA

Chatham COUNTY

I, C. G. Schirmer a Notary Public of the County and state aforesaid, certify that Carolyn R. Townsend personally came before me this day and acknowledged that he or she is Secretary of North Carolina Rail-Trails, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Albert C. Capehart, Jr., sealed with its corporate seal, and attested by himself or herself as its Secretary.

Witness my hand and official stamp, this the 21 day of June, 2006.

C.G. Schirmer  
Notary Public

My Commission Expires: 03-30-2008

**EXHIBIT "A"**

The property hereinabove described was acquired by the Grantor by instrument recorded in Book 1412, Page 0932-09745, Plat recorded Maps #2000, Pages 658-658i Harnett County Registry from the Aberdeen & Rockfish Railroad, Co., d/b/a Dunn-Erwin Railway acquired from CSX Transportation, recorded Book 846, Page 967-968 Harnett County Registry, recorded Book 745, Page 163-165 Harnett County Registry from CSX Transportation, Successor to Seaboard Air Line Railroad, Successor to the Durham and Southern Railroad, and Successor to the Cape Fear and Northern Railroad, original recipients of the railroad property as recorded in Harnett County Register of Deeds Office in:

<b>Deed Book</b>	<b>Page</b>
161	164
161	165
161	167
161	168
161	169
161	170
161	171
161	384
161	385
161	386
162	72
162	74
162	75
162	143
162	445
163	28
163	29
163	153
163	467
163	473
164	9
164	10
164	12
165	22
165	26
165	60
165	61
165	62
168	26
169	240

All of the above being recorded in the Office of the Public Records, Registered of Deed Harnett County, Lillington, North Carolina.

Further, it is the intent of the GRANTOR to convey to the GRANTEE by this non-warranty deed all of its right-of-way and real property between the Beginning Points and Termination Points, whether covered by the above referenced deed recordings or not.



**KIMBERLY S. HARGROVE  
REGISTER OF DEEDS, HARNETT  
305 W CORNELIUS HARNETT BLVD  
SUITE 200  
LILLINGTON, NC 27546**

\*\*\*\*\*  
**Filed For Registration: 06/22/2006 11:22:51 AM**  
**Book: RE 2244 Page: 381-385**  
**Document No.: 2006011538**  
**DEED 5 PGS \$23.00**  
**Recorder: ELMIRA MCLEAN**

**State of North Carolina, County of Harnett**

**KIMBERLY S. HARGROVE , REGISTER OF DEEDS**

**DO NOT DISCARD**

**\*2006011538\***

**2006011538**







# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: W.N. Porter Park Stream

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We have received the contract from the North Carolina Department of Environmental Quality (NCDEQ). This is one of the two grants that we have obtained to try and improve the stream that runs through W. N. Porter Park. This grant does require a \$10,000 match. This grant is to conduct a feasibility study to assess potential stream stabilization and/or other restoration alternatives along an approximately 900 foot section of a stream that feeds into Juniper Creek. This grant should help us make better use of the CCAP grant that Harnett County Soil and Water Conservation District helped us obtain. I would like to thank the Harnett County Soil and Water Conservation District for their help with the application process for this grant as well.

**STATE OF NORTH CAROLINA**  
**North Carolina Department of Environmental Quality**  
**Financial Assistance Agreement**

**GRANTEE'S FEDERAL IDENTIFICATION NUMBER: \*\*-\*\*\*0158**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **Town of Erwin** (the "Grantee"<sup>1</sup>)

- 1.0 Audit and Other Reporting Requirements of the Local Government Commission:** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2.0 Contract Documents:** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
- 2.1 Grantee's Award Letter (Attachment A)
  - 2.2 State's General Terms and Conditions (Attachment B).
  - 2.3 Notice of Certain Reporting and Audit Requirements (Attachment C).
  - 2.4 Grantee's Conflict of Interest Policy (Attachment D).
  - 2.5 Grantee's Certification of No Overdue Tax Debts (Attachment E).
  - 2.6 Department's Request for Proposal ("RFP") (Attachment F).
  - 2.7 Grantee's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment G).

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

- 3.0 Precedence Among Contract Documents:** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in Section 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4.0 Contract Period:** This Agreement shall be effective from September 2, 2024, to September 2, 2026, inclusive of those dates.

---

<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee or Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

**GRANT CONTRACT NO. 100525-000**  
**WRDG CW52888 2023F UT to Juniper Creek Porter Park SR Feasibility**

**5.0 Grantee’s Duties:** As a condition of the grant award, the Grantee agrees to:

- 5.1 Undertake and deliver the grant award project, plan or services as described in the Award Proposal (**Attachment G**), adhering to all budgetary provisions set out there throughout the course of performance.
- 5.2 Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- 5.3 Comply with the requirements of 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- 5.4 Comply with the applicable provisions of Attachment C, Notice of Certain Reporting and Audit Requirements.
- 5.5 Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- 5.6 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- 5.7 Obtain written approval from the Department’s Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- 5.8 Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- 5.9 Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

**6.0 Historically Underutilized Businesses:** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (984) 236-0130.

**7.0 Department’s Duties:** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

**8.0 Total Award Amount:** The amount of awarded funds paid by the Department to the Grantee under this Agreement shall not exceed **\$10,000.00** (the “Amount of Award”). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

**GRANT CONTRACT NO. 100525-000  
WRDG CW52888 2023F UT to Juniper Creek Porter Park SR Feasibility**

*Accounting Code Information:*

Dollars	Company
<b>\$10,000.00</b>	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
214801	56900014	0000000

*Grantee Matching Information:*

- 8.1 There are no matching requirements from the Grantee.
- 8.2. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.3 The Grantee's matching requirement is **\$10,000.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$10,000.00
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- 8.4 The Grantee is committing to an additional **\$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Contract Amount** is **\$20,000.00**.

**9.0 Invoice and Payment:** The award funds shall be disbursed to the Grantee in accordance with the following provisions:

- 9.1 The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 9.2 The Department shall reimburse the Grantee for actual allowable expenditures. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on

**WRDG CW52888 2023F UT to Juniper Creek Porter Park SR Feasibility**

invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with **Attachment F**.

- Reimburse for allowable expenditures according to the amount specified in SOW/a minimum percentage of contract totals withheld until DEQ accepts final work.
- Reimburse actual invoices submitted up to ninety percent (90%) of the DEQ contract amount, with ten percent (10%) of the contract amount withheld until DEQ accepts final work.
- Lump sum payment when DEQ accepts contract fulfillment.
- Reimburse after all local cash match has been expended and documentation has been approved by the Contract Administrator.
- Reimburse actual invoices submitted with a minimum of ten percent (10%) of the invoice amount withheld until DEQ accepts the final work with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department.

- 10.0 Grantee's Fiscal Year:** The Grantee represents that its fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>
- 11.0 Availability of Funds:** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12.0 Reversion of Unexpended Funds:** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13.0 Supplantation of Expenditure of Public Funds:** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14.0 Contract Administrators:** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
MacDonald Snow Bowden Jr./ Town Manager Company: Town of Erwin Address: PO Box 459 City/State/Zip: Erwin, NC 28339 Telephone: 910-591-4200 Email: townmanager@erwin-nc.org	Amin Davis, Grant Administrator Division: Water Resources Address: 1617 Mail Service Center City/State/Zip: Raleigh, NC 27699-1617 Telephone: 919-707-9132 Email: amin.davis@deq.nc.gov

<b>Grantee Principal Investigator or Key Personnel</b>	<b>Subgrantee Contract Administrator</b>
Mark Walton, Natural Resources Conservationist Harnett Soil & Water Conservation District 126 Alexander Drive, Suite 200 Lillington, NC 27546 Telephone: 910-893-7584 Email: mwalton@harnett.org	[Name and Title]  [Company Name] [Post Office Address] [City, State and Zip] Telephone: Email:

**GRANT CONTRACT NO. 100525-000**  
**WRDG CW52888 2023F UT to Juniper Creek Porter Park SR Feasibility**

**15.0 Assignment:** The Grantee may not assign its obligations or its rights to receive payment hereunder.

**16.0 Procurement:** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

- 16.1 None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
- 16.2 In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- 16.3 The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

**17.0 Subawards:** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

**18.0 Title VI and Other Nondiscrimination Requirements:** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- 18.1 Title VI of the Civil Rights Act of 1964, as amended;
- 18.2 Civil Rights Restoration Act of 1987, as amended;
- 18.3 Section 504 of the Rehabilitation Act of 1973, as amended;
- 18.4 Age Discrimination Act of 1975, as amended;
- 18.5 Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- 18.6 Title IX of the Education Amendments of 1972, as amended;
- 18.7 Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- 18.8 Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, based on race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

**19.0 E-Verify:** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement follow Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

**20.0 Termination by Mutual Consent:** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

**GRANT CONTRACT NO. 100525-000**  
**WRDG CW52888 2023F UT to Juniper Creek Porter Park SR Feasibility**

**21.0 Survival:** Any provision contained in this or any other Contract Document that contemplates performance or observance after the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

**22.0 Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement by their duly authorized representatives on the day and year below.

**Town of Erwin**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Grantee's Signature  
Snow Bowden Jr.                      Town Manager  
\_\_\_\_\_  
Printed Name and Title  
  
\_\_\_\_\_  
Organization  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Signature or Authorized Assignee  
  
\_\_\_\_\_  
Leroy Kodak Procurement Director  
\_\_\_\_\_  
Printed Name and Title  
  
\_\_\_\_\_  
DEQ Department of Procurement  
Department  
  
\_\_\_\_\_  
Date





Attachment A

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

RICHARD E. ROGERS, JR.

Director

NORTH CAROLINA  
Environmental Quality

May 17, 2024

Snow Bowden, Town Manager  
Town of Erwin  
PO Box 459  
Erwin, NC 28339

Dear Mr. Bowden,

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that **\$10,000** in financial assistance for a project located in your jurisdiction has been approved by the State of North Carolina.

We congratulate the Town of Erwin on its sponsorship of the **UT to Juniper Creek at Porter Park Feasibility Study**. This grant will provide financial assistance to conduct a feasibility study to assess potential stream stabilization or restoration alternatives along an approximately 900 linear foot section of an unnamed tributary to Juniper Creek located within Porter Park. Your ongoing efforts to improve the condition of water resources in your jurisdiction are to be commended.

DWR will be contacting your staff soon concerning the administrative requirements, including the signing of a grant contract with the State, for the use of state funds for this project. This award letter is not a guarantee of funding due to the COVID-19 pandemic or other unanticipated events that could reduce current appropriated state funding, any contracts shall be subject to availability of funding.

We look forward to working with you on this project. If you have questions, please contact Amin Davis at 919-707-9132 or via email at: [amin.davis@deq.nc.gov](mailto:amin.davis@deq.nc.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Rogers, Jr.", written over a light blue horizontal line.

Richard Rogers, Jr.

Director, Division of Water Resources

ECc: Mark Walton, Harnett Soil & Water Conservation District  
Amin Davis, Division of Water Resources  
Chad Turlington, Division of Water Resources



North Carolina Department of Environmental Quality | Division of Water Resources  
512 N. Salisbury Street | Raleigh, North Carolina 27699-1617  
919-707-9000

**ATTACHMENT B  
GENERAL TERMS AND CONDITIONS  
GOVERNMENT ENTITIES**

- 1.0 Definitions:** Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.
- 1.1 "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
  - 1.2 "Audit" means an examination of records or financial accounts to verify their accuracy.
  - 1.3 "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
  - 1.4 "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
  - 1.5 "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
  - 1.6 "Fiscal Year" means the annual operating year of the non-State entity.
  - 1.7 "Financial Assistance" means assistance that non- State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
  - 1.8 "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
  - 1.9 "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
  - 1.10 "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
  - 1.11 "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
  - 1.12 "Non-State Entity" has the meaning in NCGS 143C- 1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

- 1.13 "Public Authority" has the meaning in NCGS 159- 7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- 1.14 "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- 1.15 "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- 1.16 "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- 1.17 "Sub-Grantee" has the meaning in NCGS 143C-6- 23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- 1.18 "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

## 2.0 Relationships of the Parties

- 2.1 **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
- 2.2 **Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
- 2.3 **Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.
- 2.4 **Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:
  - 2.4.1 Forward the Grantee's payment check(s) directly to any person or entity designated

- by the Grantee, or
- 2.4.2 Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).
- 2.4.3 Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.
- 2.5 **Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

### 3.0 Indemnity

- 3.1 **Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.
- 3.2 **Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:
  - 3.2.1 **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
  - 3.2.2 **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - 3.2.3 **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at all times with

the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

**4.0 Default and Termination**

**4.1 Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**4.2 Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**4.3 Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**5.0 Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**6.0 Force Majeure:** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**7.0 Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**8.0 Intellectual Property Rights**

**8.1 Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North

Carolina State Government purposes only.

- 9.0 Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 10.0 Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.
- 11.0 Confidentiality:** In accordance with NCGS §143B-1350(e), 9 NCAC 06B.0103, 09 NCAC 06B.1001, NCGS §143-52(a), and 01 NCAC 05B.0102, the Grantor keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency. Grantee may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL".
- 12.0 Access to Persons and Records:**
- 12.1 During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- 12.2 The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
- 12.2.1 The State Auditor.
- 12.2.2 The internal auditors of the affected department, agency or institution.
- 12.2.3 The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- 12.3 The Joint Legislative Commission on Governmental Operations has the authority to:
- 12.3.1 Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
- 12.3.2 Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
- 12.3.3 Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
- 12.3.4 Receive reports as required by law or as requested by the Commission.
- 12.3.5 Access and review

- 12.3.5.1 Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
  - 12.3.5.2 Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- 12.4 The Joint Legislative Commission on Governmental Operations has the power to:
- 12.4.1 Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
  - 12.4.2 Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- 12.5 Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- 12.6 Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- 12.7 Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- 12.8 A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.
- 13.0 Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.
- 14.0 Time Records:** The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.
- 15.0 Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North

Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

- 16.0 Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
- 17.0 Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
- 18.0 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
- 19.0 Time of the Essence:** Time is of the essence in the performance of this Contract.
- 20.0 Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State-owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage. Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.
- 21.0 Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.
- 22.0 Sales/Use Tax Refunds:** If eligible, the Grantee and all Sub-Grantees shall:
  - 22.1 Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and;
  - 22.2 Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 23.0 Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.
- 24.0 Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.
- 25.0 Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.
- 26.0 Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.
- 27.0 Lobbying:** The Grantee certifies that it:
  - 27.1 Has neither used nor will use any appropriated funds for payments to lobbyist;



27.2 Will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and;

27.3 Will file quarterly updates about the use of lobbyists if material changes occur in their use.

**28.0 Gifts: Per NCGS § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

28.1 Have a contract with a governmental agency; or

28.2 Have performed under such a contract within the past year; or

28.3 Anticipate bidding on such a contract in the future

## ATTACHMENT C

### Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

#### 1.0 Reporting Thresholds

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- 1.1 Less than \$25,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - 1.1.1. A certification that States financial assistance received or held was used for the purposes for which it was awarded; and
  - 1.1.2. An accounting of all State financial assistance received, held, used, or expended.
- 1.2 \$25,000 up to \$500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - 1.2.1 A certification that States financial assistance received or held was used for the purposes for which it was awarded; and
  - 1.2.2 An accounting of all State financial assistance received, held, used, or expended.
  - 1.2.3 A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- 1.3 Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - 1.3.1. A certification that States financial assistance received or held was used for the purposes for which it was awarded; and
  - 1.3.2. An accounting of all State financial assistance received, held, used, or expended.
  - 1.3.3. A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - 1.3.4. A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

#### 2.0 Other Provisions

- 2.1 All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- 2.2 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with

cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 2.3 Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
- 2.4 Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



# TOWN OF ERWIN

P.O. Box 459 · Erwin, NC 28339  
Ph: 910-897-5140 · Fax: 910-897-5543  
www.erwin-nc.org

**Mayor**  
Patsy M. Carson  
**Mayor Pro Tem**  
Randy L. Baker  
**Commissioners**  
William R. Turnage  
Thurman E. Whitman  
Alvester L. McKoy  
Ricky W. Blackmon  
Frankie Ballard

## ADOPTION OF TOWN OF ERWIN CONFLICT OF INTEREST AND GIFT POLICY 2018-2019—007

### I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

### II. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Town of Erwin may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;

3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the Town of Erwin are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$20.00 which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **III. Violation**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

Adopted this the 3<sup>rd</sup> day of May 2018.

---

Patsy Carson,  
Mayor

ATTEST:

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Cynthia Patterson, CMC  
Town Clerk



# TOWN OF ERWIN

P.O. Box 459 · Erwin, NC 28339  
Ph: 910-897-5140 · Fax: 910-897-5543  
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**Mayor**  
Randy L. Baker  
**Mayor Pro Tem**  
Ricky W. Blackmon  
**Commissioners**  
Alvester L. McKoy  
Timothy D. Marbell  
Charles L. Byrd  
David L. Nelson  
William R. Turnage

**12/29/2023**

To: State Agency Head and Chief Fiscal Officer

We certify that the *Town of Erwin NC* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

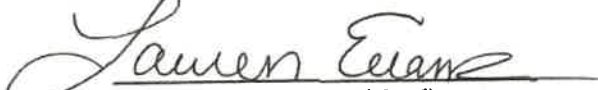
**Sworn Statement:**

Randy L. Baker and MacDonald Snow Bowden Jr. being duly sworn, say that we are the Mayor and Town Manager, respectively, of the Town of Erwin in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

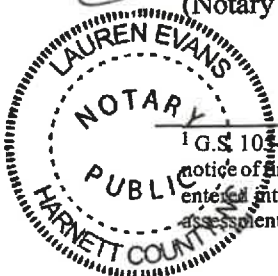
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Manager

Sworn to and subscribed before me on the day of the date of said certification.

  
\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: March 25, 2026



<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

## N.C. Division of Water Resources

### Water Resources Development Grant Program – State & Local Fall 2023 Guidelines

**Administered by:** Division of Water Resources (DWR), N.C. Department of Environmental Quality (DEQ), 1611 Mail Service Center, Raleigh, N.C., 27699-1611. Contact Amin Davis, DWR State & Local Projects Grant Manager, at [amin.davis@deq.nc.gov](mailto:amin.davis@deq.nc.gov) or (919) 707-9132.

**Authority:** DWR is authorized to provide grants to local governments for water resources development projects by General Statutes 143-215.70-.73 and 15A NCAC 02G .0100. These statutes can be viewed online at the following web addresses:

[https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-215.71.pdf](https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-215.71.pdf)  
<http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2002%20-%20environmental%20management/subchapter%20g/subchapter%20g%20rules.pdf>

**Who is Eligible:** Units of local government and local political subdivisions.

**Application Deadlines:** Applications are received throughout the year for two standard grant application cycles for all non-navigation projects listed below. The current Fall 2023 application cycle ends at the close of business on January 1, 2024. The next Spring 2024 application cycle will begin January 2 and will end on June 30, 2024. **Any application submittals that are not received or are not complete by these dates may not be eligible for review and funding for this application review cycle.**

**Eligible Purposes and Cost-Share Percentages:** The department may provide state funds in amounts not to exceed the percentages stated in G.S. 143-215.71 of either the nonfederal costs (in the case of a project with federal agency funds) or the total costs (in the case of a project not receiving federal funds). The General Assembly placed a 50% cost-share maximum on Water Resources Development Grant awards during their 2020 session. This limit will remain in place until rescinded by the General Assembly. Navigation and Natural Resources Conservation Service's Environmental Quality Incentives Program (NRCS-EQIP) stream restoration projects may be funded at a different percentage depending on the funding source. DWR can issue grants for the nonfederal share of water resources development projects for the following purposes: Based on limited annual funding received for grant awards statewide, Applicants are generally encouraged to not exceed a \$200,000 funding request (\$50,000 for engineering/feasibility studies); however larger awards may be granted on a case by case basis. **Additionally, it is recommended that Administrative costs not exceed 10% of the total project budget.** Grants may be made for the nonfederal share of water resources development projects for the following purposes:

- **Stream Restoration:** Restoration or stabilization of degraded streams & shorelines, aquatic barrier removals, etc.
- **Water Management:** Stormwater control measures, drainage, flood control, hydrologic restoration, etc.
- **Water-based Recreation Sites:** Greenways, Trails, Boardwalks; Paddle Access, Fishing Docks/Piers; land acquisition for water-based recreation sites operated by local governments.
- **Preliminary Feasibility or Engineering Study:** towards implementation of one of the four eligible categories listed here.
- **NRCS Environmental Quality Incentives Program (EQIP) Stream Restoration Projects**
  - See *NRCS EQIP Grant Guidelines* document on WRDG [website](#) for details.

**Project Eligibility:** Projects planned and constructed by a federal agency with a local cost-share and projects without federal assistance are both eligible for state financial assistance provided that the applicant is a unit of local government. **Non-eligible purposes include projects directly associated with maintenance, meeting an existing environmental permit requirement (i.e., NPDES Phase I and Phase II Stormwater) or regulatory enforcement action, generating nutrient credits and small watershed projects of the NRCS (reviewed by the N.C. Soil and Water Conservation Commission). Compensatory mitigation projects and the generation of compensatory mitigation credits for impacts to aquatic resources per the Federal Mitigation Rule (33 CFR Part 332) are non-eligible purposes.** Compensatory mitigation projects can be located directly adjacent to an eligible project for the purposes of achieving maximum ecological benefit. Should a compensatory mitigation project be conducted on land previously acquired using DWR grant funds the mitigation project sponsor shall reimburse either DWR or its grantee for the full value, plus appreciation, of the DWR investment in that portion of the land to be used for compensatory mitigation to ensure that DWR does not directly or indirectly subsidize the mitigation project.

**Pre-Application Site Visit:** A pre-application site visit shall be scheduled with the DWR Grant Administrator (or designee) to gather additional information regarding a proposed project to assist DWR in determining if the project meets the applicable review criteria listed in GS §143-215.72. **This site visit shall be scheduled with DWR prior to the end of the grant application cycle if possible. A scaled conceptual project plan map and brief project narrative shall be provided to the DWR Grant Administrator prior to this site visit. For greenway/trail projects, applicants are encouraged to flag proposed alignments if not in obvious rights-of-ways prior to a site visit.**

The primary objectives of this site visit are: 1.) for the DWR Grant Administrator (or their designee) to address any questions or concerns the project team may have about this grant program; 2) for the project team to share with the DWR Grant Administrator information about the conceptual project plans, and 3.) for the DWR Grant Administrator to photo-document the project area to facilitate the application review process.

### **Application Submittal**

An application for Water Resources Development Grant funding shall include information about the five items listed below to be considered complete. Additional supplementary documentation (reports, photos, etc.) are not required but can be provided as separate attachments via email. The most recent versions of all required forms and grant information shall be used and can be found at the following website: <https://deq.nc.gov/about/divisions/water-resources/water-resources-grants/financial-assistance>. Please check this website periodically for updates.

**I. Application Spreadsheet (MS Excel) – The most recent version of the application spreadsheet shall be used.** All applications should include the appropriate project information in the designated sheets including checklist confirmations, contacts, general information, narratives, treatment amounts, benefits, budget, and budget in-kind notes. Detailed instructions about how to complete this application are provided on the *Instructions* sheet of this spreadsheet.

**Project Narrative:** shall begin with a statement outlining the overall project scope (what is being proposed), followed by the project justification (why it is being proposed). For stream restoration projects, a brief description of how the proposed stream treatments will mitigate the documented stream impairments shall be included. **Information about proposed riparian buffers (minimum/maximum or average proposed widths) and stream crossings shall also be provided. For Preliminary Feasibility or Engineering Studies, a brief Letter of Commitment on the Applicant's official letterhead shall be provided that clearly states:** 1.) the primary purpose and objective(s) of this Study, 2.) the Applicant's intention to apply to the WRDG in a future grant cycle and implement an associated WRDG-eligible project resulting from this Study within a reasonably short period of time (1-3 years), and 3.) the estimated project implementation timeline after completion of this Study. **An updated project implementation timeline shall also be provided in the final Study report that is required as a grant deliverable at project closeout. These studies may be funded to more accurately determine project costs, benefits or scale of implementation.**



**Budget:** The application budget will serve as the basis for the financial administration of the grant contract and reimbursement requests for projects that are awarded funding. Applicants shall list all sources of funding contributions (including federal and nonfederal funding) on this sheet to minimize the potential for duplicative funding for identical work activities associated with a single project. If a project includes, or may include other sources of grant funding, applicants are strongly encouraged to separate DWR-requested funding from other grant funding. This can be accomplished by not requesting matching funds from DWR for budget line items in which matching funds from other grants have been secured or may be applied for. For example, if grant funds have been secured, or are being requested for design services, then DWR funding should be requested for other budget categories besides design services. Conversely, estimated expenses can be lumped into just a few budget categories if a project will have a single funding source. A *Basis For Claimed Value of Land Transfers* sheet shall be completed and included with the application submittal for projects involving land transfers

**Land Transfers:** Costs associated with land acquisition are only reimbursable for eligible Water-Based Recreation projects. DEQ will not reimburse any portions of land purchases that exceed 10% of the appraised land value but will reimburse up to a maximum of \$20,000 beyond the appraised land value. The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as In-kind match for the project. Land transfers such as fee simple purchases, donations and conservation easements cannot have taken place beyond 14 months prior to the application date in order to counted as a matching contribution. Additionally reimbursable costs for project elements associated renovation, or with the construction of impervious surfaces such as buildings and paved surfaces should not exceed 25% of grant-reimbursable costs and 50% of total project costs. **The complete application will be included in the DEQ contract documentation; therefore, it is very important that its contents are accurate and complete.** Please see Land Transfers section of the *WRDG Reimbursement Instructions* at the end of this document.

**II. Project Plan and Location Maps** – A minimum of two scaled maps is required. The **location map** shall include the project footprint delineated on a USGS topographic quadrangle map, recent aerial photography, or other spatial reference data. This first map shall be at a large scale (zoomed out) to show the project area within the context of a watershed, county, or region. For phased projects this map should clearly delineate the distinct project phases. The **project plan map** shall be a conceptual plan that depicts the location of all project elements listed in the project narrative and listed as treatments in the Treatments sheet of the application. **Additionally, all water resources (surface waters, wetlands) located within the project area should be shown on this map.** This second map shall be smaller scale (zoomed in) to show greater detail within the immediate project area. **A conceptual plan at the 30% design stage is ideal but not required.**

**III. Official Resolution\*** - The Applicant shall include a resolution adopted by the governing board stating the amount of state aid requested and accepting the applicant's responsibilities. A representative of the Project Sponsor with signatory authority shall sign this resolution. An Official Resolution template is available for download from our grant [website](#). In most circumstances the responsibilities listed below shall be included in the Official Resolution. However, this resolution template can be adapted to fit the unique circumstances of a specific project. **Written justification shall be provided to DWR in the Resolution or cover letter on official agency letterhead for any responsibilities listed below that are not included in the Applicant's Official Resolution.**

1. Assume full obligation for payment of the balance of project costs.
2. Obtain all necessary state and federal environmental permits.
3. Comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
4. Supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction in accordance with approved plans and specifications.
5. Obtain appropriate easements, rights-of-way or suitable spoil disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State.

6. Assure that the project is open for use by the public on an equal basis with limited restrictions (if on public property).
7. Hold the state harmless for any damages that may result from the construction, operation, and maintenance of the project.
8. Accept responsibility for operation and long-term maintenance of the completed project.

*\* For "Feasibility / Engineering Study Grants" only Items 1 and 3 are required in the Resolution. See Study Resolution Template located on our [website](#).*

**IV. No Conflict of Interest Documentation** – Applicants must provide certification that the applicant, applicant's subordinates and any person or persons designated to act on behalf of the applicant do not have an actual or apparent conflict of interest with respect to the project. A representative of the Project Sponsor with signatory authority shall sign this certification.

**Additionally, DEQ now requires applicants to include a copy of their agency's conflict of interest policy per NCGS §143C-6-23(b).** This is separate from the above-referenced Conflict of Interest Certification and needs only be filed once with DEQ unless changes or updates are made to the policy. The policy must address situations in which any of the Applicant's management employees and the members of its board of directors or other governing body may directly or indirectly benefit (except as the Applicant's employees or members of its board or other governing body) from the Applicant's disbursing of State funds. The policy must also include actions to be taken by the Applicant's or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. A policy form template can be downloaded from our [website](#).

**V. Supplementary Documentation** – Additional supplementary documentation (reports, photos, letters of support, etc.) is not required but can be provided as separate attachments via email as part of the application submittal.

Application submittal documents shall be emailed to [amin.davis@deq.nc.gov](mailto:amin.davis@deq.nc.gov) by the close of business of the last day of the application cycle. **The submittal shall consist of an Excel version of the completed application spreadsheet, at least two Adobe pdf documents labeled as *Map(s)* and *Signed Documents* (resolution, conflict of interest forms, signed/notarized no overdue tax statement). A third pdf labeled as *Supplementary Documents* (reports, data, letters of support, etc.) can be provided, or uploaded to a secure filesharing website, but is not required.** If an application is submitted by a non-governmental organization (non-profit, consultant, etc.) on behalf of an eligible unit of local government, a staff person of that eligible unit of local government must be copied on the email submittal and all subsequent application-related correspondence.

**Note: It is the Applicant's responsibility to ensure their application is accurate and complete at the time of submission to DWR. Application submittals with four or more errors or omissions may not be accepted for funding consideration. Requested corrections to all application errors or modifications must be submitted by the Applicant to DWR within 30 calendar days of the end of the application cycle in which the application was submitted. Erroneous or incomplete application information can also lead to significant delays with the issuance of a DEQ Contract should the project be recommended for grant funding.**

**Any changes to the original project budget and/or project scope submitted with the application will require the prior written approval of DWR. Unapproved changes to the project scope or budget throughout the course of a project will not be eligible for cost-share funding or reimbursement.**

## **Grant Application Review and Approval**

**The following criteria will be used to approve, approve in part, or disapprove grant applications:**

1. The economic, social, and environmental benefits to be provided by the projects;
2. Regional benefits of projects to an area greater than the area under the jurisdiction of the local sponsoring entity;
3. The financial resources of the local sponsoring entity;
4. The environmental impact of the project;
5. Any direct benefit to State-owned lands and properties.

### **Applicant Obligation – Environmental Permitting**

All proposed projects are subject to environmental review and permitting under applicable federal and state laws. It is the applicant's responsibility to prepare, provide and remain in compliance with all applicable environmental permitting requirements associated with project implementation.

### **Review Decisions**

**This is a competitive grant program due to limited funding availability. The grant's review criteria are contained within the *Benefits & Evaluation Criteria* sheet of the application form. A multi-agency review team comprised of various subject-matter experts reviews each application to assist the DWR Grant Administrator and Division Director with establishing funding priorities. Applications that receive a total cumulative review team score of less than 50% will not be recommended for funding.**

Review decisions and notifications for applications received during the spring application cycle are generally made in October. Review decisions and award notifications for applications received during the fall application cycle are generally made in April of the next calendar year. However, unforeseen circumstances such as legislative, policy or funding allocation changes may delay award notifications.

### **Projects Not Awarded Funding**

Applicants who are not awarded funding within one calendar year from the end date of the grant cycle in which their application was originally submitted may be required to complete and submit a new application to DWR if they wish to re-apply for funding consideration. A new application submittal may also be required if there have been changes to the project scope or budget. The spring application cycle typically ends on June 30<sup>th</sup> and the fall cycle typically ends on December 31<sup>st</sup> of each year.

## **Post Grant Funding Award**

Acceptance of a grant award will require the applicant to enter into a grant contract with DEQ. A DEQ grant contract is considered 'fully-executed' once it has been signed by both a signatory authority of the Grantee and DEQ Financial Services. A copy of the fully-executed contract shall be provided to the Grantee after being signed by DEQ. No portion of reimbursable work or expenditure of reimbursable funds for the project, plan or services shall begin prior to receiving a fully-executed contract from DEQ. **Contracts are valid for two years from the date the contract document is sent to the grant recipient for contract execution.**

### **Contract Amendments**

**Any changes to the project's scope, budget or duration after a contract has been fully-executed will require the written approval from the DWR Grant Administrator and may also require a DEQ contract amendment. Any contract amendment requests shall be submitted electronically to [amin.davis@deq.nc.gov](mailto:amin.davis@deq.nc.gov) at least 30 days prior to the DEQ contract expiration date.**

Typical changes that require a contract amendment are listed as follows:

**Extension Requests:** Grant recipients can submit an extension request for one additional year beyond the grant expiration date if progress toward project completion can be sufficiently documented. An extension request shall be submitted in a cover letter on official agency letterhead. This request shall include a justification statement, current project status update and anticipated project schedule moving forward.

**Project Scope/Budget Changes:** The minimum information that shall be supplied to DEQ for consideration includes a brief written narrative on official letterhead containing the justification for any proposed changes and a revised scope of work description. Revised project drawing(s)/map(s) to scale and a revised budget sheet submitted as an Excel file shall also be submitted if applicable. Unapproved changes to the project scope or budget shall not be eligible for, and may result in additional reductions to, cost-share funding or reimbursement.

### **Grant Reimbursements**

The grant award amount is the maximum possible reimbursement amount. Only expenditures incurred after a fully-executed contract has been issued and that are detailed in the contract budget and are considered eligible reimbursable expenses. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the most recent version of the DWR-approved budget sheet and *Reimbursement Instructions* document (see Attachment 1). **Invoices or other supporting documentation such as another grant contract agreement, must be provided that support all contributions listed on the reimbursement tracking sheet submitted for each reimbursement request. All project-related invoices, receipts, and/or supporting documentation such as another grant contract agreement, including that related to the grantee's matching funds listed in the most recent DEQ-approved project budget, shall be submitted and should generally reflect total project costs at project close out.**

**Reimbursement requests can be submitted no more frequently than monthly but must be submitted at least every three months (quarterly).** DWR will normally pay the Grantee electronically or by mailed check within 30 days of receipt of a complete reimbursement payment request, provided the expenses are in accordance with the budget/contract, or as amended. **If the Grantee determines that significant changes to a project's scope from that in the original application are necessary, the Grantee must send a request in writing to the DWR Grant Administrator and receive written approval of those changes from DWR and/or DEQ. Unapproved changes may not be eligible for state cost-share reimbursement.**

**Grantees shall submit reimbursement requests in accordance with their fully-executed DEQ Contract and the *Reimbursement Instructions* document on our website.**

### **Reimbursement requests shall include:**

1. A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
  - a) DEQ Contract Number
  - b) total amount of the reimbursement request
  - c) actual cost (expenses) by approved budget categories
  - d) total amount spent on the project to date
2. Copies of subcontractor invoices or other documentation of materials, services and other project costs listed on the subcontractor's letterhead.
3. A completed *Reimbursement Tracking Summary* spreadsheet.

**The reimbursement request and supporting documentation should be submitted electronically to amin.davis@deq.nc.gov.** DWR will retain 10% of the total grant award amount until after the final project has been inspected and approved by DWR staff.

**\*\* Reimbursement Instructions are provided as *Attachment 1* at the end of this document.**

**\*\* An example reimbursement summary table is provided as *Attachment 2* at the end of this document.**

### **Requests For Additional Funding**

Grant recipients can submit a request for additional funding consideration to DWR for a maximum of 25% of the maximum grant award, not to exceed \$100,000. This request shall be submitted by the project sponsor or primary contact on a cover letter with official agency letterhead via email. The following information shall be submitted by the Grantee to DWR for additional funding consideration:

- a narrative describing the circumstances/need for an increased funding award, summary of current project status, amended project scope and anticipated project implementation schedule.
- revised project budget sheet with the amount of additional funding and associated matching funds contributions included.
- revised scaled drawing(s) that clearly depict the location of the proposed amended work.

DWR will review this information and respond to the Grantee with a decision regarding increased funding within 30 calendar days. Funding increases are subject to the availability of funds and to DWR's actual cost reimbursement policy. **DWR may not be able to grant requests for additional funding caused by inaccurate or incomplete information in the application or project budget provided by the Applicant.**

### **Project Close-Out**

**A project is considered completed and eligible for close-out by DWR when all project work, including plantings, has been completed and the Grantee is ready to submit their final reimbursement request. The Grantee shall notify the DWR Grant Administrator upon project completion and provide DWR with the most recent version of scaled as-built, record or 'red-line' drawings electronically in an *Adobe PDF* format and a completed *WRDG Close Out Spreadsheet* prior to the close-out inspection.** These drawings shall have the name and signature of the engineer or professional responsible for preparing them as well as the date the drawings were signed or completed. Applicants who are awarded funding for Feasibility/Engineering Studies shall provide DWR with the associated summary report(s) and deliverables in an electronic format. DWR also reserves the right to inquire about the status of proposed implementation projects cited in these reports after the grant contract period has expired.

Upon notification of project completion to DWR, either the Grantee or Co-Grantee will arrange an inspection of the completed project with the DWR Grant Administrator or their designated representative. DWR reserves the right to substitute its personnel with that of other state or federal agencies that are located closer to the project area, or provide reasonable alternatives to a close out inspection on a case-by-case basis.

This inspection will verify that the project was implemented in accordance with the information provided in the grant application, DEQ contract (including amendments, if applicable) and approved plans and specifications. The Grantee shall address any remedial or compliance actions identified during this close out inspection prior to DWR final project approval. After the project is inspected and accepted, DWR will review the accounting statements and request DEQ to reimburse the Grantee for the remaining 10% of DEQ's share of the nonfederal cost. **A DEQ grant contract is considered closed out when DWR has granted final project approval and the Grantee has received their final reimbursement payment.**



## Water Resources Development Grant Program

### Reimbursement Request Instructions – State & Local and NRCS-EQIP

Expenditures incurred after a fully-executed contract has been issued that are detailed in the grant contract budget are eligible for reimbursement. Allowable expenditures are expenditures associated with the work performed for a specific invoicing cycle that are in accordance with the most recent version of the DWR-approved contract scope of work and budget sheet for the project. Grantees/Co-Grantee's are required to track project expenses using the most recent version of our *Reimbursement Tracking Summary* spreadsheet. **All required reimbursement forms can be downloaded from our website under the *Reimbursement Requests* heading.**

#### **Reimbursement Timeframes**

Reimbursement requests can be submitted no more frequently than monthly but shall be submitted at least quarterly, or every three months once reimbursable project expenses are incurred. DEQ will normally reimburse the Grantee or Co-Grantee electronically or by mailed check within 30 days of receipt of a completed reimbursement payment request, provided the expenses are in accordance with the budget/contract information, or as amended. **Processing times may take longer for the following situations: 1.) if the information submitted by the Grantee/Co-Grantee is incomplete or erroneous; or 2.) during DEQ fiscal-year end financial closeout activities in June. Payments for reimbursement requests submitted after May 31 are generally not made to the Grantee/Co-Grantee until mid-July.** Per DEQ contract requirements, 10 percent of the grant award shall be retained until a close-out site visit has been completed and any remedial or compliance actions identified during this close out inspection have been fully addressed by the Grantee/Co-Grantee.

- **Effective For Spring 2021 Application Cycle projects and subsequent:** A quarterly status update shall be emailed to the DWR Grant Administrator once project expenses have been incurred during the grant contract period, for any quarterly cycle, or three-month period, in which a reimbursement request was not submitted. This brief update shall include what project activities have been completed during the most recent quarter(s), anticipated project activities for the next quarter(s) and anticipated timeframe for the next reimbursement request.

#### **Administrative Costs**

Reimbursable administration costs include only those reasonable costs of labor needed to comply with the general conditions of the DEQ grant contract such as the direct labor costs associated with preparing reimbursement requests and conducting overall project management. Additional reimbursable costs can include professional services contracted by the Grantee/Co-Grantee or compensation to the Grantee's/Co-Grantee's independent contractors (e.g., temporary office support), payable at the Grantee's/Co-Grantee's actual cost rate. **Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipient's overhead (indirect) cost, including, rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.**

- **Effective For Spring 2021 Application Cycle projects and subsequent:** A completed *Administrative Statement of Time* form will be required to account for all administrative time for each reimbursement request.



## Water Resources Development Grant Program

### In-Kind Contributions

If the Grantee's contributions include "In-kind" expenses listed in the most recent version of the grant contract budget such as donated or volunteer time, materials or equipment completion of the documentation listed below is required.

- In-kind Statement of Time: for Grantee staff time: Individuals name, title, tasks, hourly rate, and number of hours
- In-kind Equipment & Materials: for Grantee materials: Quantity of materials, unit rate or equipment rental rate and number of hours. Invoices, receipts or other supporting documentation shall also be included with these sheets.
- Basis For Claimed Value of Land: completion of this form is required if an In-kind land amount for donated property is listed in the application budget. Once the land transfer has been completed an appraisal, HUD Settlement Statement and/or copy of recorded conservation easement shall be submitted prior to the final reimbursement request. See following three Land Transfer sections immediately below for additional information..

### Land Transfers

**Acquisitions & Donations:** Grant funding and reimbursements for land acquisitions are only eligible for Water-Based Recreation projects. DEQ will not reimburse any portions of land purchases that exceed 10% of the appraised land value but may reimburse up to a maximum of \$20,000 beyond the appraised land value. **The costs associated with land acquisition or donation for non-Water-Based Recreation projects can designated as an In-kind matching contribution for the project. Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000.** The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office. The value of land/easements can be used as In-Kind match if donated for the project, not property currently owned by the local government or with easements currently in place.

**Prior To The Grant Application Submission:** If the land transfer was legally executed prior to the application submission, this transfer must have been executed no more than 14 months prior to the WRDG grant application date in order for the costs to be eligible for use as a matching contribution. A completed DWR *Basis For Claimed Value of Land Transfers* form and copies of land valuation and transfer documentation such as a current or recent certified appraisal, HUD Settlement Statement, conservation easement deed and official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office is required as part of the application submittal.

**After The Grant Application Submission:** If the land transfer will be legally executed after the application submission but prior to the grant contract expiration date, the Grantee shall complete a DWR *Basis For Claimed Value of Land Transfers* form based on the best available documentation listed in the section directly above and include this form with the application submittal. After the transfer has been legally executed the Grantee shall submit the remaining documentation listed in the section above at some point during the reimbursement process, prior to the Grantee's final payment request and prior to the grant contract expiration date.



## Water Resources Development Grant Program

### Invoices and Supporting Documentation

Invoices should be submitted in accordance with the most recent version of the WRDG State & Local or NRCS-EQIP Guidelines. Invoices, receipts or other supporting documentation such as Applications and Certifications For Payment, WRDG Administrative/In-kind Statements of Time, another grant contract agreement or land transfer forms must be provided that support all contributions listed on the reimbursement tracking spreadsheet submitted for each reimbursement request. Invoices should reflect allowable expenditures associated with the work performed for a specific invoicing cycle that are approved by the Department in accordance with the Agency Guidelines and or most recent grant budget sheet. Invoices shall have the project name or DEQ contract number on them in order to be accepted as a matching contribution.

**DWR requests that a single document in Adobe PDF format be submitted for each reimbursement request that includes a cover letter and supporting documentation. Invoices shall be provided in the order they are listed in the tracking spreadsheet to facilitate more efficient review and processing of reimbursement requests.**

- **Effective For Spring 2021 Application Cycle projects and subsequent:** All project-related invoices, receipts, and/or supporting documentation such as another grant contract agreement, including that related to the Grantee's matching funds listed in the most recent DEQ-approved project budget, shall be submitted and should generally reflect total project costs at project close out. **Any matching funds reported for an individual reimbursement request shall be supported by copies of invoices and cashed checks and/or other supporting documentation.** These matching funds must be for activities necessary for the completion of the project.

DWR understands that there may be situations where this may not be reflected, such as with larger projects that have multiple sources of local, state and federal funding, or if invoices reflect only a portion of materials purchased for the project. For those situations, the Grantee shall complete a *Grant Match Summary* sheet that clearly lays out the different funding sources tied to each invoice. Additionally, invoices that are tied to multiple grant funding sources, or that only have a portion of expenses that reimbursement from DEQ is being requested for, shall be annotated to clearly show the contribution (match) allocations.

### Budget Changes

If any changes to the approved grant contract budget or project scope are necessary, the Grantee shall email a request in writing to the DWR Grant Administrator. If the budget changes are approved by DWR, an amendment to the existing DEQ contract will be required if there are changes to the DWR award amount or total project costs. Unapproved changes may not be eligible for reimbursement.

### Submission of Reimbursement Request

A complete reimbursement request submittal shall include the information listed below. DWR requests that a single document in Adobe PDF format be submitted for each reimbursement request that includes a cover letter and project invoices, receipts or DWR statements.

- 1) A Cover Memo/Letter signed and dated on the Grantee's official letterhead that lists:
  - a) DEQ Contract Number
  - b) total amount of the reimbursement request
  - c) actual cost (expenses) by approved budget categories
  - d) total amount spent on the project to date





## Water Resources Development Grant Program

**Note: a justification statement shall be included in this letter for all requests submitted after the DEQ contract expiration date.**

- 2) Copies of all subcontractor invoices, WRDG Administrative/In-kind Statements of Time, or other documentation for materials, services and other project costs. **Invoices shall include a brief description of the work performed for each budget category task.**
- 3) A completed *Reimbursement Tracking Summary* spreadsheet submitted in an Excel file, not in an Adobe PDF format. Please use the *Nonfederal* sheet for projects that do not include any federal funding. Please use the *Federal* sheet if the project involves federal funding. Please use the *NRCS-EQIP* sheet for stream restoration projects that include cost-share funding through this federal funding program. **The Total expenses reflected in the Cost & Invoicing documentation column should equal the total project costs at project close out.**

The reimbursement request and supporting documentation shall be emailed to:

NC Division of Water Resources  
Attn: Amin Davis  
1617 Mail Service Center  
Raleigh, N.C. 27699-1617  
[amin.davis@deq.nc.gov](mailto:amin.davis@deq.nc.gov)

**Attachment 2 – Grant Reimbursement Example for 50/50 Match**

**Project Cost: \$100,000**

**Nonfederal Cost Share: \$50,000**

**DEQ Grant Award: \$50,000**

**DEQ 90% Reimbursement: \$45,000**

Invoice #1	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$1,000.00	\$10,000.0	\$2,000.00		

Total Expenditure	\$13,000.00
50% Reimbursement	\$6,500.00
DEQ Payment Amount	\$6,500.00

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Invoice #2	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$2,000.00	\$5,000.00		\$1,000.00	\$35,000.00

Total Expenditure	\$43,000.00
50% Reimbursement	\$21,500.00
DEQ Payment Amount	\$21,500.00

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Invoice #3	Administration	Design	Permitting	Construction Oversight	Construction
Amount	\$3,000.00			\$1,000.00	\$40,000.00

Total Expenditure	\$44,000.00
50% Reimbursement	\$22,000.00
10% Retainage	\$5,000.00
DEQ Payment Amount	\$17,000.00

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Payments	Amount
#1	\$6,500.00
#2	\$21,500.00
#3	\$17,000.00
#4 (Post close-out inspection)	\$5,000.00
<b>Total DEQ Payment</b>	<b>\$50,000.00</b>

Instructions Sheet

DWR Division of Water Resources		DWR Water Resources Development Grant Application For State & Local and NRCS-EQIP Projects - Fall 2023 Cycle									
Please complete Checklist sheet and enter information into yellow cells in each labeled sheet listed below. Complete <i>In-Kind Budget Notes</i> for any budget item where an in-kind amount is listed in the Budget sheet.											
Contact Information											
Project Information											
Project Narrative											
Treatments											
Benefits & Evaluation Criteria											
Project Budget											
In-Kind Budget Notes											
<b>NOTES &amp; INSTRUCTIONS</b>											
Applicants are strongly encouraged to read the most recent version of the <i>State &amp; Local or NRCS-EQIP Grant Guidelines</i> document that can be viewed and/or downloaded from the grant website below prior to completing this application.											
A complete Application Submittal consists of all of the required items listed on the Checklist sheet.											
Supplementary documentation (reports, photos, letters of support, etc.) are not required but can be provided as separate attachments via email. Additional documentation is required for Feasibility Studies & NRCS-EQIP Stream Restoration Projects.											
The submittal shall consist of at least two Adobe pdf documents labeled as Maps) and Signed Documents (resolution, conflict of interest). A third pdf labeled as Supplementary Documents (reports, data, letters of support, etc.) can be provided but is not required.											
This application form will become part of the DEQ Contract documentation should a project be recommended for funding by DWR. Please make sure all information contained is accurate and complete.											
Applicant must be a unit of local government. Primary Contact is Applicant's representative responsible for project oversight and contract administration. Project Supporter is any additional organization or individual who has provided a Letter of Support for the application.											
Applicant or Primary Contact shall include a letter of support on official letterhead of any organization listed as a Project Supporter on the Project Information sheet.											
A scaled conceptual planmap is required that should directly reflect the proposed locations of all project elements listed in the Project Narrative and Treatment sheets.											
The required Official Resolution and No Conflict of Interest forms can be downloaded from the grant website below.											
Some data entry cells in the following sheets have a dropdown list to select a specific category. Other cells have a red arrow in the upper right corner to hover over for viewing additional guidance.											
To Create Adobe PDF Document of this Application For Your Records: File> Print> Select Microsoft Print to PDF or Adobe PDF under Printer> Select Entire Workbook under Settings> Print											
For additional information, please see Water Resources Development Grant website below or contact Grant Administrator Amin Davis at 919-707-9132 / amin.davis@deq.nc.gov <a href="https://www.deq.nc.gov/about/divisions/water-resources/water-resource-areas/water-resources-development-grant-program">https://www.deq.nc.gov/about/divisions/water-resources/water-resource-areas/water-resources-development-grant-program</a>											
When all requirements are complete please save and email this Excel file, along with all supplementary documents on a separate document to <a href="mailto:amin.davis@deq.nc.gov">amin.davis@deq.nc.gov</a> . Any modifications to the content or formatting of this form without the prior consent of the DWR Grant Administrator are strictly prohibited by NC DEQ.											

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023

Checklist Certifications

STATE & LOCAL PROJECTS			PROJECT CERTIFICATIONS		
Included	Required Items	File Format	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
<input checked="" type="checkbox"/>	All Required Application Sheets Completed	Excel File	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Scaled Project Location & Conceptual Plan Maps	Pdf (preferred), Jpeg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Completed & Signed Official Resolution Form	Pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Completed & Signed Conflict of Interest Certification	Pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	DEQ-Approved Agency Conflict of Interest Policy (New or Updated Only)	Pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Signed & Notarized No Overdue Taxes Form	Pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Letter of Commitment (Feasibility Studies & Land Acquisitions Only)	Pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Basis For Claimed Value of Land Transfer (Land Transfers Only)	Pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Request For Payment of Appropriation Form (Special Appropriations Only)	Pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Supplemental Items (Not Required)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letters of Support	Pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Relevant Data, Reports, etc.	Pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Photos	Jpeg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Multimedia (Videos, Drone Imagery, etc.)	Upload to Filesharing Website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please click all relevant check boxes above to indicate item is included					
NRCS-EQIP STREAM RESTORATION PROJECTS			PROJECT CERTIFICATIONS		
Included	Required Items	File Format	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
<input type="checkbox"/>	All Required Application Sheets Completed	Excel File	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Scaled NRCS Conservation Plan Map	Pdf (preferred), Jpeg	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Scaled Conceptual Restoration Plan With Practice Codes	Pdf (preferred), Jpeg	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Signed & Completed Official Resolution Form	Pdf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Signed & Completed Resolution Affirmation (Co-Grantee)	Pdf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Signed & Completed No Conflict of Interest Certifications	Pdf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	DEQ-Approved Agency Conflict of Interest Policies	Pdf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Signed & Notarized Updated FY No Overdue Taxes Form (Co-Grantee)	Pdf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Signed NRCS-CPA-1155 or 1156 Conservation Plan or Schedule of Operations	Pdf	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	EQIP Eligible Practices Spreadsheet (If Non-Eligible Stream Practices)	Excel File	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please click all relevant check boxes above to indicate item is included					

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023

Contact Information Sheet

WRCFG_Pi_ID	Contact Name	Contact Type	Contact Agency	Contact Address	Contact City	Contact State	Contact Zip	Contact Phone	Contact Phone Ext	Contact Email	Notes
	Town Manager Snow Bowden Mark Walton	Applicant Primary Contact/Contract Administrator	Town of Erwin Harnett EWCD	PO Box 450 126 Alexander Drive, Suite 200	Erwin	NC	28329	910-591-4300 910-893-7584		townmanager@erwin-nc.org mwalton@harnett.org	
	Linda P. Williams	Payment Contact	Town of Erwin	PO box 455	Erwin	NC	28329	910-993-4310		lpwilliams@erwin-nc.org	

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023  
Project Information Sheet

Project Name, Please include name of nearest waterbody in Project Name for stream restoration projects. For Phase 1 projects, please include Phase ID at the end of the Project Name. (Example: EQ Class 02 Stream Restoration-Phase 1)	Select from the choices below using pull-down arrow.	DWR Funding Request No Entry Valsued Auto-calculated from Project Sheet	Total Project Cost No Entry Valsued Auto-calculated from Budget Sheet	Most recent date this application was completed or revised (MM/DD/YYYY)	Latitude in decimal degrees (DD.DDDDD)	Longitude in decimal degrees (DDD.DDDDD) based on approximate center point of project area.	Applicant's Nine-Digit Federal Tax ID # (11-3456789)	RCA-EQIP Projects Only: Contingent's Nine-Digit Federal Tax ID # (11-3456789) For Funding Equipment Purchase	If project is not on a current waterbody please list that here. If project is on a named waterbody please list that here.	DWR (Downstream)					
WRCN ID	WRCN Name	English Purpose	Amount Requested	Federal Cost	Application Date	Latitude (D)	Longitude (D)	Applicant TaxID	Contingent TaxID	County Name	Stream Municipality	Stream Name	Waterbody	Waterbody Name	Emergence Point
	UT in Juniper Creek at Porter Park Erwin Stream Restoration	Feasibility/Engineering Study	\$10,000.00	\$10,000.00	12/28/23	35.83365	-78.47721	56-0880558		Hermit	Erwin	Juniper Creek	Cape Fear	Madison	
		Typical Projects, but Not Limited To: Stream restoration, stream bankline stabilization, demagogic barrier networks Water-based recreation structures including boat acquisition & development Water Management Stream restoration projects on agricultural lands Feasibility/Engineering Study NRCS EQIP Stream Restoration													

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023

Project Narrative Sheet

Provided by Grant Administrator	One or two sentence Project Scope of DWR Funding Request, Example: Stabilize/restore 2,500 linear feet and plant 5 acres of riparian area along Little Creek; Construction of a bioretention cell to treat ~ 1.5 acres of stormwater runoff originating from ABC Plaza; Construction of 5,000 linear feet of greenway along Little River.	Brief description of the overall Project Scope (what's being proposed) & justification (why it's being proposed). For stream restoration & water management projects, justification should briefly state what the impairment being addressed is, and how the project will specifically address the impairment. For Phased projects please describe overall phasing plan and indicate what phases of project grant funds are currently being requested for; maps should also reflect phasing. Additional supplementary documentation (i.e., maps, conceptual plans, reports, photos, etc.) should reflect phasing, if applicable, and shall be provided as separate attachments via email.	Brief description of Existing Site Conditions, Land Use Within & Immediately Adjacent to Project Area.
WRDPG_Pt_ID	Project_Scope_Brief	Project_Scope_Overall	Existing_Conditions
	Conduct a feasibility study of the stabilization/restoration of approx. 900 linear feet along a tributary stream to Juniper Creek located in a public park in the Town of Erwin.	Streambanks within the park have been degraded. Sediment is present and the banks have fell into the stream and are continuing to do so. The feasibility study will provide more accurate numbers for the Town of Erwin to budget and a conceptualized solution moving forward. This project is being proposed because this is a public park and is frequently used by citizens.	Two streams join within the park after crossing under a road. From the time the streams enter the park and exit there is severe bank erosion. The park consists of play grounds, basketball courts, various picnic areas, and walking trails all in close proximity to the streams.





DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2013

Benefits Evaluation Criteria

Benefit Category	Benefit Description	Benefit Evaluation Criteria	Benefit Evaluation Criteria	Benefit Evaluation Criteria	Benefit Evaluation Criteria	Benefit Evaluation Criteria
Economic	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p> <p>Discuss social benefits related to the project such as: ADA/Universal Design Standards, Collaborative Partnerships/Shared Experience, Community Development &amp; Revitalization, Environmental Rehabilitation (USEM Damages/Tarps, etc.), Addressness/Documented Evi. Address Community, Improved Accessibility, Improved Community Resiliency, Improved Physical Fitness/Recreation, Improved Public Health, Improved Safety, Reduced Noise Pollution, In Autonomous Planning Document and/or Area, Water Conservation/Pools. Also discuss any Leveraged Funding Sources if applicable.</p>	<p>Discuss environmental benefits of the project such as: Air Quality, Aquatic Passage, Drainage &amp; Flooding, Citizen Resiliency, Carbon Sequestration, Urban Heat Island Regulation, Water Temperature Regulation, Water Quality, Environmental Rehabilitation, Floodplain Reconnection, Aquatic &amp; Terrestrial Habitat Improvement, Groundwater Recharge, Habitat Reconnection, Invasive Species Removal, Natural Area Conservation/Preservation, Airborne Reduction, Pollution Reduction, Riparian Buffer Restoration, Sediment Reduction, Streambank/Channel Stabilization, Stormwater Attenuation, Water Conservation/Reuse.</p>	<p>Discuss potential environmental impacts of the project such as: Aquatic Habitat Degradation, Land Disturbance, Increased Surface Addition, Riparian Buffer Disturbance, New Stream Channel, Vegetation Removal, etc. Also discuss how impacts will be mitigated such as: delineation and avoidance of environmentally sensitive areas, surface waters &amp; wetlands; integration of low-impact development design principles; incorporation of green stormwater infrastructure; minimal ground disturbance (i.e., timber mulch tree clearing stream channel); use of environmentally sensitive areas for construction staging, etc. Long-term Maintenance Agreements can help reduce impacts over time.</p>	<p>This project will benefit the Chico Fair River by way of riparian Creek by way of this watershed 2010 National Great River DCR in 2020. The project is 1.5 miles by way of the stream from the Chico Fair River.</p>	<p>Discuss regional benefits such as direct benefits to a water supply, regional water educational workshops, green-blue infrastructure, etc.</p>	<p>Discuss if project is located within a State-owned property and how project would provide a direct benefit.</p>
Evaluation Timing	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>
Webb's Resources	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>	<p>Maximum points for demonstration that project will provide multiple economic benefits.</p>

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023

Budget Sheet

<b>Project Name:</b>		UT to Juniper Creek at Porter Park Erwin Stream Restoration				<b>Date:</b>		12/29/2023
		<b>DWR</b>	<b>Local Match</b>	<b>Other Non-Federal Match</b>	<b>Federal Contribution</b>	<b>Local + Other Non-Federal Match Total</b>	<b>Category Total</b>	
0.0%	<b>Administration</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Design</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Permitting</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
100.0%	<b>Survey</b>							
	Cash	10,000.00	10,000.00			\$10,000.00		\$20,000.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Construction Materials</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Plant Materials</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Construction Oversight</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Construction</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Education</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Monitoring</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
0.0%	<b>Land</b>							
	Cash					\$0.00		\$0.00
	In-kind					\$0.00		\$0.00
	<b>Cash Sub-total</b>	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00		\$20,000.00
	<b>In-kind Sub-total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	<b>Total</b>	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00		\$20,000.00

<b>DWR Total =</b>	<b>\$10,000.00</b>	<b>Local + Non-Fed Total =</b>	<b>\$10,000.00</b>	<b>Non-Federal % =</b>	<b>100.00%</b>
<b>DWR Non-Federal Match % =</b>	<b>50.00%</b>	<b>Local + Non-Fed % =</b>	<b>50.00%</b>	<b>Federal % =</b>	<b>0.00%</b>

DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023

Budget Sheet

BUDGET NOTES		FUNDING SOURCES SUMMARY					
Project Name: should match that in Cell B5 of Project Information sheet. Date: enter most recent date that sheet was revised.		Source/Grantor Name	Match/Coat-Share Type	Amount	Received or Pending	Anticipated Notification Date (if Pending)	Notes
Federal Contributions Cannot be Used To Meet Applicant's 50% Match Requirement. All funding sources (Local, Other Non-Federal, Federal Contributions) must be listed in the section to the right. See Administration categories in In-Kind Budget Notes sheet for allowable & non-allowable expenses.		DWR WRDGG	DWR WRDGG	\$10,000.00	Funding	None-24	Pending WRDGG Approval
		Other Non-Federal	Local Match	\$10,000.00	\$10,000		Receipt
Permitting (EQIP Only): costs must be listed separately from Design costs per Session Law 2020-18, Section 13 (a)				Total Funding	\$20,000.00		
		* Total Funding listed in this table above should equal the Total Project Cost in Cell F43 of the Budget sheet to the left					
Construction Materials: project category is a reimbursable expense.		Match/Coat-Share Type		Description			
		DWR WRDGG	WRDGG Grant Funds Reimbursement				
		Local Match	EQIP Cost category Funds				
		Other Non-Federal Match	Non-Federal Funds				
		Federal Match	Federal Funds				
For Land category in In-Kind Budget Notes sheet & Reimbursement Instructions for supporting documentation needed. Costs associated with land acquisition or donations for non-Water-Based Recreation projects can only be designated as In-Kind match.							
Lump sum applicable budget categories if don't have multiple funding sources but split if there are multiple funding sources, if possible.							
Budget and Invoicing for reimbursements should reflect total project costs.							
Please make sure DWR Non-Federal Match % in Cell F47 is less than or equal to 50%.							

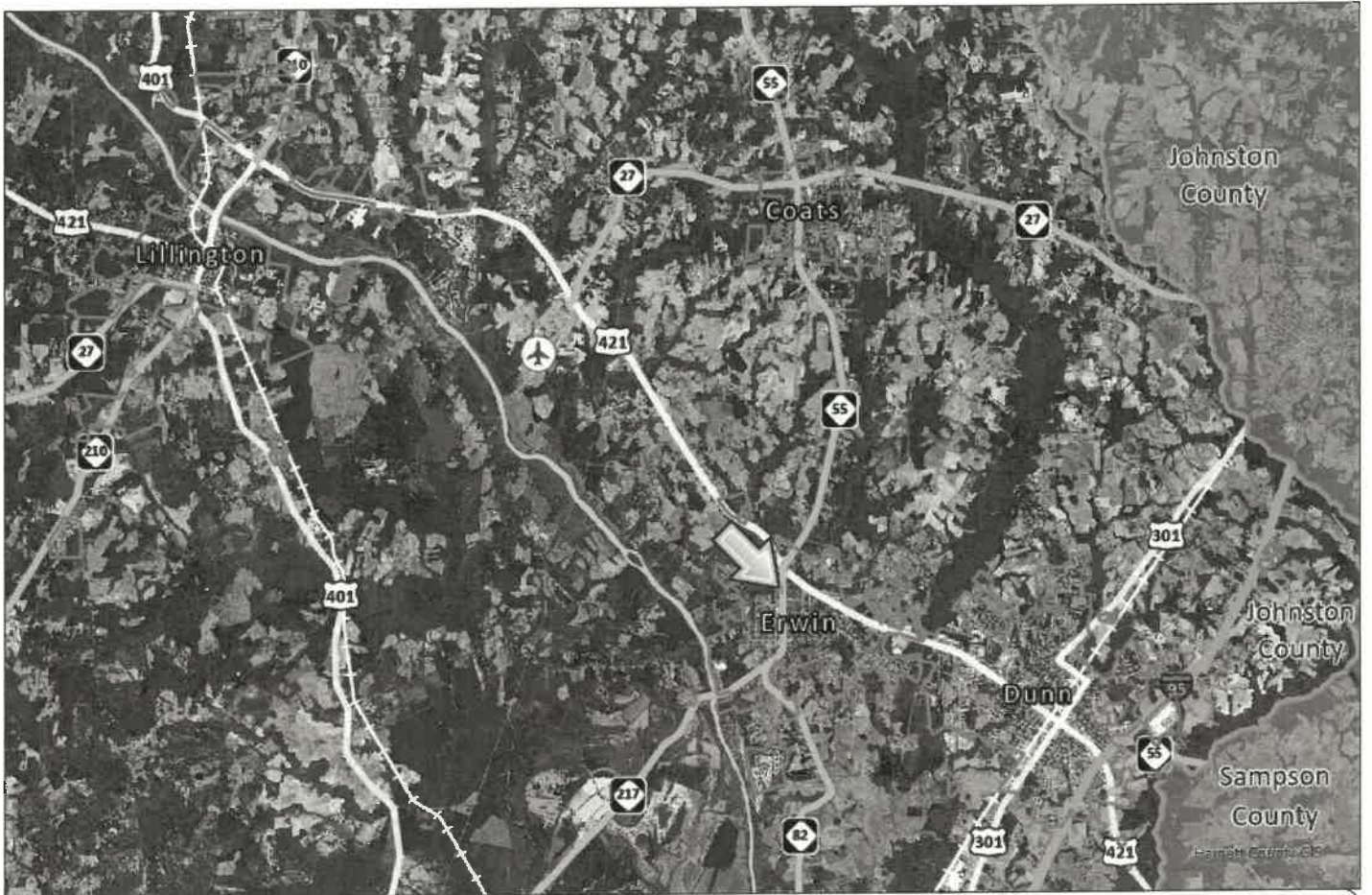
DWR WATER RESOURCES DEVELOPMENT GRANT APPLICATION - FALL 2023

In-Kind Budget Notes

Provided by Grant Administrator	Category	Guidelines	Notes_AgencyStaff_ProjectTasks	Quantity_Materials	Rate	Total Hours	Total Cost
WRDPG_Prt_ID							
	Administration	Eligible administration costs include the direct labor costs associated with progress reporting, reimbursement requests and project scope, budget and schedule management. Costs not eligible for reimbursement include sales tax, audits, direct phone costs, direct postage costs, grant recipient's overhead (indirect) cost, including, rent, utilities, insurance costs, facility costs, general office, general phone and general postage costs.					\$ -
	Design	Enter estimated labor costs (Rate x Hours).					\$ -
	Permitting	Enter estimated labor costs (Rate x Hours).					\$ -
	Survey	Enter estimated labor costs (Rate x Hours).					\$ -
	Construction Materials	Quantity x Unit Rate. Project signage is an eligible expense. See 'In-kind Equipment/Materials' sheet under Reimbursement Instructions link on WRDG website.					\$ -
	Plant Materials	Quantity x Unit Rate. See 'In-kind Equipment/Materials' sheet under Reimbursement Instructions link on WRDG website.					\$ -
	Construction Oversight	Enter estimated labor costs (Rate x Hours).					\$ -
	Construction (Time)	Enter estimated labor costs (Rate x Hours).					\$ -
	Construction (Equipment/Materials)	Quantity x Unit Rate. See 'In-kind Equipment/Materials' sheet under Reimbursement Instructions link on WRDG website.					\$ -
	Education	Enter estimated labor costs (Rate x Hours), providing hours, signage, etc. See <a href="https://independentsector.org/resource/value-of-volunteer-time/">https://independentsector.org/resource/value-of-volunteer-time/</a> to assist with estimating value of volunteer time.					\$ -
	Monitoring	Effectiveness monitoring to demonstrate ecological uplift or other project success criteria (water quality/quantity, vegetative survival, etc.).					\$ -
	Land	The value of land easements can be used as In-Kind match if acquired or donated expressly for the project, not land currently owned by the local government or with easements currently in place. Submittal of a completed Basis For Claimed Value of Land Transfers form is required as part of this grant application for land transfers if claiming as an In-Kind contribution, or land acquisition associated with a Water-Based Recreation project. Copies of land valuation and transfer documentation are required to be submitted as part of the reimbursement process after the land transfer has been completed. Required documentation includes, a current certified appraisal, HUD Settlement Statement, conservation easement deed or official municipal GIS valuation showing the current property tax valuation assessed by the County Tax Assessor's Office. Appraisals are required for land transfers if the total value of any given parcel exceeds \$100,000. The appraisal shall be performed by an independent certified appraiser acceptable to, and consistent with regulations and/or policies of the State Property Office (SPO). Please refer to the Land Acquisitions and Transfers section of the most recent version of the WRDG Reimbursement Request Instructions for more information.					\$ -
						Total In-kind Contributions	\$ -

# Porter Park Erwin Stream Restoration Feasibility Study

NOT FOR LEGAL USE



 GIS/E-911 Addressing December 21, 2023	Surrounding County Boundaries	<b>Major Roads</b>	US
	County Boundary	Interstate	Airport
City Limits	Railroad	NC	Cape Fear River

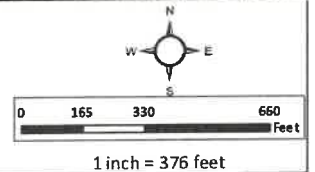
# Porter Park CCAP

NOT FOR LEGAL USE



- |                               |                    |                  |
|-------------------------------|--------------------|------------------|
| Surrounding County Boundaries | Airport            | Road Centerlines |
| City Limits                   | <b>Major Roads</b> | Railroad         |
| County Boundary               | Interstate         | Parcels          |
| Address Numbers               | NC                 | Cape Fear River  |
|                               | US                 |                  |

GIS/E-911 Addressing  
October 6, 2023



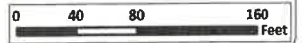
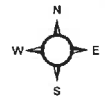
# GIS Conceptual

NOT FOR LEGAL USE



GIS/E-911 Addressing  
December 22, 2023

Parcels





## TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339  
Ph: 910-897-5140 • Fax: 910-897-5543  
[www.erwin-nc.org](http://www.erwin-nc.org)

**Mayor**  
Randy L. Baker  
**Mayor Pro Tem**  
Ricky W. Blackmon  
**Commissioners**  
Alvester L. McKoy  
Timothy D. Marbell  
Charles L. Byrd  
David L. Nelson  
William R. Turnage

**Memo To:** Amin Davis, State and Local Projects Manager NCDEQ

**From:** Snow Bowden, Town Manager

**Re:** Porter Park Stream Restoration project

**Date:** 2/6/2024

The Erwin Town Board is very proud of W.N. Porter Park and they are committed to making any necessary improvements to the park. The members of the Erwin Town Board realize that we need to make some major improvements to the streambanks on the stream that runs through Porter Park. The condition that the streambanks are currently in are a safety issue as well as an environmental issue. The Town of Erwin is seeking funds to help with a feasibility study for a stream restoration project. The Town plans to apply to the WRDG in a future grant cycle and implement an associated WRDG-eligible project resulting from this study within a practical short period of time (1-3 years). We also have additional funds that have been earmarked for community improvements that could be used for this project. If you need any additional information please do not hesitate to contact me at 910-591-4200 or at [townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org). Thank you for your time and consideration.

Regards,

Snow Bowden  
Town Manger





# TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339  
Ph: 910-897-5140 • Fax: 910-897-5543  
www.erwin-nc.org

## TOWN OF ERWIN BOARD OF COMMISSIONERS RESOLUTION FOR WATER RESOURCE DEVELOPMENT GRANT

**Mayor**  
Randy L. Baker  
**Mayor Pro Tem**  
Ricky W. Blackmon  
**Commissioners**  
Alvester L. McKoy  
Timothy D. Marbell  
Charles L. Byrd  
David L. Nelson  
William R. Turnage

**WHEREAS**, the Town of Erwin desires to sponsor, Porter Park Stream Restoration Project, the Town is committed to preserving the environment and wishes to apply for this grant to obtain funds to assist with having a study completed on the section of the stream that runs through Porter Park to more accurately determine the costs of this project.

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

- 1) The Town of Erwin Mayor and Board of Commissioners requests the State of North Carolina to provide financial assistance to the Town of Erwin for the Porter Park Stream Restoration project in the amount of \$10,000 of nonfederal project costs or 50%, whichever is the lesser amount;
- 2) The Town of Erwin Mayor and Board of Commissioners assumes full obligation for payment of the balance of the study costs (or non-federal portion);
- 3) The Town of Erwin Mayor and Board of Commissioners will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.

**ADOPTED** this 22<sup>nd</sup> day of January 2024.

**Randy Baker**  
Mayor

**ATTEST:**

**Lauren Evans, NCCMC**  
Town Clerk



# TOWN OF ERWIN

P.O. Box 459 · Erwin, NC 28339  
Ph: 910-897-5140 · Fax: 910-897-5543  
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**Mayor**  
Randy L. Baker  
**Mayor Pro Tem**  
Ricky W. Blackmon  
**Commissioners**  
Alvester L. McKoy  
Timothy D. Marbell  
Charles L. Byrd  
David L. Nelson  
William R. Turnage

## No Conflict of Interest Certification

The Town of Erwin hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Porter Park Stream Restoration project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Porter Park Stream Restoration project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Town of Erwin further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: MacDoraw Snow Baker Jr.

Signature: MacDoraw Snow Baker Jr.

Title: Town Manager

Date: 12/28/2022

## MINUTES CONTINUED FROM AUGUST 26, 2024

### **Bike/Pedestrian Planning Grant**

Town Manager Snow Bowden informed the Board that the Town was still waiting for the contract from NCDOT for the Bike/Pedestrian Planning Grant. He hoped to have the contract by our regularly scheduled meeting in September. This grant will require a \$4,500 match.

### **FAMPO Boundary Assessment Update & MOU**

Town Manager Snow Bowden informed the Board that FAMPO made some minor changes to the original MOU that the Board approved back in May. The changes were typed in red on the memo. The changes added language to the Technical Advisory Committee (TAC) that allows another elected official from a voting member organization to fill in for a particular organization when their appointed elected official cannot make a meeting. Another minor change is to the Transportation Coordinating Committee. The proposed change moves two officials with the NCDOT who were non-voting members to a voting member role.

**The consensus of the Board was to place this item under consent at the Regularly Scheduled Board Meeting in September.**

### **CORE**

Town Manager Snow Bowden informed the Board that CORE had additional funding to allow members of the community, employees and nonemployees, to attend training opportunities. He would have to develop a policy for the Board to review. In order to qualify for the reimbursement the Town would have to submit a request to the N.C. Department of Commerce for pre-approval. If the request was approved the Town had to pay the invoices first and submit the proper documentation for reimbursement.

**The consensus of the Board was to instruct Town Manager Snow to develop a policy and bring it back to the Board at our Regularly Scheduled Workshop in September.**

### **Chapter 30 Updates**

Town Planner Dylan Eure stated that the first update to Chapter 30 would remove all diction to eliminate the creation of private streets. This would ensure all streets created going forward are town-maintained streets. All current private streets will stay private. The second amendment would require developers of major subdivisions to install ADA-compliant sidewalks along at least one side of the entirety of each street created or existing road.

### **Chapter 36 Updates**

Town Planner Dylan Eure had several proposed updates to Chapter 36. The updates are as follows:

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: Bike/Pedestrian Planning Grant

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At the moment, we are still waiting for the contract from NCDOT for the Bike/Pedestrian Plan Planning grant that we were awarded. We might receive it by the night of the workshop meeting. In order to prevent any delays we would like to get this processed as soon as possible. Our portion of the match for the grant will be \$4,500. We can just run this through the Planning Department contracted services line item at this time.

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: FAMPO Boundary Assessment Update & MOU

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A few months ago we approved a Memorandum-of-Understanding (MOU) to join the Fayetteville Metropolitan Planning Organization (FAMPO). FAMPO staff had to make some other minor changes to the original MOU that we approved in May 2024. The changes can be found in Section 3, 4, and 6. The minor changes mostly involve changes to the various advisory committees that vote on items that FAMPO staff prepares to be sent to the North Carolina Department of Transportation (NCDOT). It adds language to the Technical Advisory Committee (TAC) that allows another elected official from a voting member organization to fill in for a particular organization when their appointed elected official cannot make a meeting. Another minor change is to the Transportation Coordinating Committee. The proposed change moves two officials with the NCDOT that were non-voting members to a voting member role.

## MEMORANDUM

To: TAC Member Jurisdictions

From: Hank Graham, AICP, Executive Director ([hgraham@cumberlandcountync.gov](mailto:hgraham@cumberlandcountync.gov))

Subject: FAMPO Boundary Assessment Update and Memorandum of Understanding

Date: August 21, 2024

### BACKGROUND

For procedural and transparency purposes, the Fayetteville Area MPO must ask all member jurisdictions to re-approve the Memorandum of Understanding (MOU) previously approved by your jurisdiction in June 2024.

Attached, please find the redlined MOU which outlines the proposed changes/modifications to the previously approved MOU and a copy of the final MOU with accepted changes/modifications. The changes were required by the Federal Highway Administration and NCDOT including FAMPO board membership requirements and general language clarification.

### STAFF ASK

Staff request that this item be placed on your next available Board agenda as a consent item to be approved with a new signature. If additional details are required, please do not hesitate to contact me.

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MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE,  
COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING  
FOR THE FAYETTEVILLE URBAN AREA

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

**Section 1. Boundary of the Metropolitan Planning Area**

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area (MPA) after each Census to determine if the existing MPA boundary meets the minimum



statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

## **Section 2. Planning Responsibility within the Metropolitan Planning Area**

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

## **Section 3. Establishment of the FAMPO Technical Advisory Committee**

The FAMPO shall be governed by a Technical Advisory Committee (TAC) which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the ~~board of directors of~~FAMPO TAC shall consist of ~~the Chief~~ Elected Officials. An Elected Official will represent from the governing boards of each of the General Purpose member Local Governments which are parties party to this agreement; plus an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, ~~to~~ a representative the Transit Operator for the City of Fayetteville; a representative from the Fort Liberty Bragg-Military Reservation; ~~a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation.~~ A member of any local elected board may serve as an alternate to the designated TAC member for each member. The MPO staff shall be notified of changes in TAC members and TAC alternate members each year and/or as changes are made. As established in its Bylaws, the TAC may create subcommittees to assist it in carrying out its responsibilities. TAC will meet with the necessary regularity to ensure adequate performance of duties as described herein.

In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Liberty Bragg-Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

### TAC Voting members:

1. County of Cumberland
2. County of Harnett
3. County of Hoke
4. County of Moore
5. County of Robeson
6. Town of Eastover
7. Town of Erwin

8. City of Fayetteville (2)
9. Fort Liberty Military Reservation
10. Town of Hope Mills
11. Town of Parkton
12. City of Raeford
13. Town of Spring Lake
14. North Carolina Board of Transportation - Division 6
15. North Carolina Board of Transportation - Division 8

#### **Section 4. Conduct of Business by the Technical Advisory Committee (TAC)**

The FAMPO ~~Technical Advisory Committee~~ ~~board of directors~~ will meet as often as it deems appropriate and advisable. The ~~Technical Advisory Committee~~ ~~board of directors~~ will adopt by-laws and select a Chair and Vice-Chair and conduct its business in accordance with its adopted by-laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

#### **Section 5. Role and Responsibilities of the FAMPO**

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

- 5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;
- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments.
- 5.3. Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation.
- 5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary.
- 5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process.
- 5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as adopted by FAMPO Local Government Boards.
- 5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

## **Section 6. Establishment of the Transportation Coordinating Committee (the TCC)**

6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.

6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

### Voting members:

1. City Manager, City of Raeford
2. County Manager, County of Cumberland
3. County Manager, County of Hoke
4. County Manager or Director Planning and Inspections, County of Moore
5. County Manager, County of Robeson
6. Town Manager, Town of Eastover Town
7. Manager, Town of Hope Mills Town
8. Manager, Town of Spring Lake
9. Town Manager, Town of Erwin
10. Director, Cumberland County Planning and Inspections Department
11. Director, Fayetteville Area System of Transit (FAST)
12. Director, Fayetteville -Cumberland County Parks and Recreation Department
13. Director, City of Fayetteville, Public Services
14. Director, Cumberland County Engineering and Infrastructure Department
15. Director, Fayetteville Regional Airport
16. Director, City of Fayetteville, Development Services
17. City Traffic Engineer, City of Fayetteville
18. Director, Central Pines Rural Planning Organization
19. Director, Mid Carolina Rural Planning Organization
20. Planner, Lumber River Rural Planning Organization
21. Regional Planner, IMD NCDOT
22. Manager, Harnett County Planning Services
23. Supervisor, Cumberland County Schools Planning Department
24. Supervisor, Hoke County Schools Planning Department
25. Supervisor, Harnett County Schools Planning Department
26. Transportation Planning Division, NCDOT
27. Executive Director, Mid-Carolina Council of Governments
28. Executive Director, Sustainable Sandhills
29. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
30. Facilities Director, Methodist University
31. Facilities Director, Fayetteville Technical Community College
32. Directorate of Facilities, Fort Liberty Military Reservation
33. Division Engineer, Division Six, Division of Highways, NCDOT

34. Division Engineer, Division Eight, Division of Highways, NCDOT

At Large Voting Members, selected by the agency they represent:

1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
2. Director of Cumberland County Transportation Program

Non-voting members, serving ex-officio:

- ~~1. Regional Planner, IMD NCDOT~~
2. Transportation Planner, FHWA, NC Division
3. Region IV, Federal Transit Administration (FTA)
- ~~4. Representative Transportation Planning Division, NCDOT~~

### **Section 7. Conduct of Business by the TCC**

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

### **Section 8. Role and Responsibilities of the TCC**

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

### **Section 9. Establishment of the Citizens Advisory Committee (the CAC)**

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

### **Section 10. Conduct of Business by the CAC**

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

### **Section 11. The Executive Director**

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland

County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

### **Section 12. Role and Responsibilities of the Executive Director**

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and comment on the proposal or recommendation.

### **Section 13. Additional Responsibilities of Member Governments**

13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.

13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.

13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

### **Section 14. Funding and Fiscal Matters**

14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.

14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will

contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

**Section 15. Duration of the Agreement**

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

Memorandum  
of  
Understanding



*Fayetteville Area  
Metropolitan Planning  
Organization  
(FAMPO)*

*Adopted July 24, 2024*

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MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE,  
COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING  
FOR THE FAYETTEVILLE URBAN AREA

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

**Section 1. Boundary of the Metropolitan Planning Area**

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area (MPA) after each Census to determine if the existing MPA boundary meets the minimum

statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

## **Section 2. Planning Responsibility within the Metropolitan Planning Area**

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

## **Section 3. Establishment of the FAMPO Technical Advisory Committee**

The FAMPO shall be governed by a Technical Advisory Committee (TAC) which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the FAMPO TAC shall consist of Elected Officials. An Elected Official will represent each member Local Governments party to this agreement plus an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, a representative the Transit Operator for the City of Fayetteville; a representative from the Fort Liberty Military Reservation. A member of any local elected board may serve as an alternate to the designated TAC member for each member. The MPO staff shall be notified of changes in TAC members and TAC alternate members each year and/or as changes are made. As established in its Bylaws, the TAC may create subcommittees to assist it in carrying out its responsibilities. TAC will meet with the necessary regularity to ensure adequate performance of duties as described herein.

In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Liberty Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

### TAC Voting members:

1. County of Cumberland
2. County of Harnett
3. County of Hoke
4. County of Moore
5. County of Robeson
6. Town of Eastover
7. Town of Erwin
8. City of Fayetteville (2)
9. Fort Liberty Military Reservation
10. Town of Hope Mills

11. Town of Parkton
12. City of Raeford
13. Town of Spring Lake
14. North Carolina Board of Transportation - Division 6
15. North Carolina Board of Transportation - Division 8

#### **Section 4. Conduct of Business by the Technical Advisory Committee (TAC)**

The FAMPO Technical Advisory Committee will meet as often as it deems appropriate and advisable. The Technical Advisory Committee will adopt by-laws and select a Chair and Vice-Chair and conduct its business in accordance with its adopted by-laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

#### **Section 5. Role and Responsibilities of the FAMPO**

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

- 5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;
- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments.
- 5.3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation.
- 5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary.
- 5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process.
- 5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as adopted by FAMPO Local Government Boards.
- 5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

#### **Section 6. Establishment of the Transportation Coordinating Committee (the TCC)**

6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC),

access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.

6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members:

1. City Manager, City of Raeford
2. County Manager, County of Cumberland
3. County Manager, County of Hoke
4. County Manager or Director Planning and Inspections, County of Moore
5. County Manager, County of Robeson
6. Town Manager, Town of Eastover Town
7. Manager, Town of Hope Mills Town
8. Manager, Town of Spring Lake
9. Town Manager, Town of Erwin
10. Director, Cumberland County Planning and Inspections Department
11. Director, Fayetteville Area System of Transit (FAST)
12. Director, Fayetteville -Cumberland County Parks and Recreation Department
13. Director, City of Fayetteville, Public Services
14. Director, Cumberland County Engineering and Infrastructure Department
15. Director, Fayetteville Regional Airport
16. Director, City of Fayetteville, Development Services
17. City Traffic Engineer, City of Fayetteville
18. Director, Central Pines Rural Planning Organization
19. Director, Mid Carolina Rural Planning Organization
20. Planner, Lumber River Rural Planning Organization
21. Regional Planner, IMD NCDOT
22. Manager, Harnett County Planning Services
23. Supervisor, Cumberland County Schools Planning Department
24. Supervisor, Hoke County Schools Planning Department
25. Supervisor, Harnett County Schools Planning Department
26. Transportation Planning Division, NCDOT
27. Executive Director, Mid-Carolina Council of Governments
28. Executive Director, Sustainable Sandhills
29. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
30. Facilities Director, Methodist University
31. Facilities Director, Fayetteville Technical Community College
32. Directorate of Facilities, Fort Liberty Military Reservation
33. Division Engineer, Division Six, Division of Highways, NCDOT
34. Division Engineer, Division Eight, Division of Highways, NCDOT

At Large Voting Members, selected by the agency they represent:

1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
2. Director of Cumberland County Transportation Program

Non-voting members, serving ex-officio:

1. Transportation Planner, FHWA, NC Division
2. Region IV, Federal Transit Administration (FTA)

### **Section 7. Conduct of Business by the TCC**

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

### **Section 8. Role and Responsibilities of the TCC**

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

### **Section 9. Establishment of the Citizens Advisory Committee (the CAC)**

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

### **Section 10. Conduct of Business by the CAC**

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

### **Section 11. The Executive Director**

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

## **Section 12. Role and Responsibilities of the Executive Director**

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and comment on the proposal or recommendation.

## **Section 13. Additional Responsibilities of Member Governments**

13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.

13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.

13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

## **Section 14. Funding and Fiscal Matters**

14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.

14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal

population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

**Section 15. Duration of the Agreement**

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

City of Fayetteville

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

Approval Date: \_\_\_\_\_



IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

Town of Eastover

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

Approval Date: \_\_\_\_\_

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(Seal)

Town of Erwin

By \_\_\_\_\_

\_\_\_\_\_  
Clerk

Mayor

Approval Date: \_\_\_\_\_

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(Seal)

Town of Hope Mills

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

Approval Date: \_\_\_\_\_

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(Seal)

Town of Parkton

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

Approval Date: \_\_\_\_\_

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(Seal)

City of Raeford

\_\_\_\_\_

By \_\_\_\_\_

Clerk

Mayor

Approval Date: \_\_\_\_\_

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(Seal)

Town of Spring Lake

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor

Approval Date: \_\_\_\_\_

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Fort Liberty Military Reservation

By \_\_\_\_\_

Director of Public Works on behalf of the Garrison Commander

Approval Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Cumberland

\_\_\_\_\_

Clerk

By \_\_\_\_\_  
Chairman, Board of Commissioners

Approval Date: \_\_\_\_\_



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(Seal)

County of Harnett

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Chairman, Board of Commissioners

Approval Date: \_\_\_\_\_

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(Seal)

County of Hoke

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Chairman, Board of Commissioners

Approval Date: \_\_\_\_\_

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(Seal)

County of Moore

By

\_\_\_\_\_ Clerk

\_\_\_\_\_ Chairman, Board of Commissioners

Approval Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Robeson

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Chairman, Board of Commissioners

Approval Date: \_\_\_\_\_

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North Carolina Department of Transportation

By \_\_\_\_\_  
Secretary of Transportation

Approval Date: \_\_\_\_\_

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: CORE

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The Town of Erwin is currently working with the North Carolina Department of Commerce on a project called CORE, which stands for Creating Outdoor Recreation Economies. We have had three meetings with the stakeholder team and the plan should be finalized around November 2024. One of the benefits of being a CORE member is that the State of North Carolina has approved funds for these communities to attend conferences/training events that would help reach the goals set forth in the plan to promote an outdoor recreation economy. The State of N.C. will reimburse any participating CORE community funds to send an employee or CORE committee member to training opportunities while the funds last. They have not given us an idea of how long the funds will last.

In order to qualify for the reimbursement the Town has to submit a request to the N.C. Department of Commerce for pre-approval. If the request is approved the Town has to pay the invoices first and submit the proper documentation for reimbursement. We did receive a request from one of the stakeholders about this opportunity. I met with some members from the N.C. Department of Commerce to learn more about the process and they recommended presenting this information to the Erwin Town Board. We would need to develop some sort of policy if this is something we want to pursue. Our training budgets are already rather limited and I would much prefer we focus on sending our staff to as many opportunities as possible. But these funds would be reimbursed.

## **Creating Outdoor Recreation Economies (CORE) Program Guidelines for Training and Technical Assistance Support for Local Government Participants**

### **About the Creating Outdoor Recreation Economies (CORE) Program**

In January 2023, the N.C. Department of Commerce, Rural Economic Development Division, announced that 34 local governments from across the state would participate in the Creating Outdoor Recreation Economies (CORE) program. The CORE program, which is funded by a U.S. Economic Development Administration (EDA) State Tourism Grant, offers strategic planning and technical assistance to help rural North Carolina communities leverage the state's abundant outdoor recreation assets to support local economic growth.

Staff from the NC Main Street & Rural Planning Center's Rural Planning Program (Rural Planners) will facilitate strategic planning processes with CORE program participants to identify outdoor recreation assets that present economic growth opportunities and to create strategies to develop them. Strategies will focus on actions and projects that communities can do to increase tourism, encourage small business development, enhance quality of life for residents, plan for asset and infrastructure development, and/or position themselves to grow and attract outdoor gear manufacturing industries.

The CORE program will also provide training and technical assistance to help participating communities implement their strategies. Some training and technical assistance will be provided directly and at no cost to participating communities through the CORE program and its University of North Carolina System partners, thanks to the U.S. EDA grant. The CORE program also has funds that it can use to reimburse participating local governments for CORE-related training and technical assistance expenses, as outlined below.

### **CORE Training and Technical Assistance Support**

The CORE program will provide participating local governments (CORE communities) with opportunities and financial support to access and attend training and/or to receive technical assistance related to the development of rural outdoor recreation economies. Such training and technical assistance may include webinars, conferences, courses, or workshops; group site visits to learn best practices from communities that have created successful outdoor recreation economies, and other, similar activities. Financial support shall be in the form of reimbursement of certain training and/or technical assistance expenses.

For a CORE community to receive the training and technical assistance support outlined in this document, the local government must have adopted a resolution requesting CORE services from the Rural Planning Program and entered into an associated Memorandum of Understanding (MOU) with the North Carolina Department of Commerce, Rural Economic Development Division (REDD), Main Street & Rural Planning (MS&RP) Center and/or its Rural Planning Program, regarding such services. In addition, the local government should have completed the CORE strategic planning process with Rural Planning Program staff and adopted the CORE strategic plan.

A CORE community that has not yet completed its strategic planning process may be eligible to receive CORE training and/or technical assistance support if the local government and Rural Planning Program staff identify an opportunity that may be beneficial, but the timing of the activity would not allow the community to attend *after* the planning process is complete.

The CORE program intends to provide financial support for at least one training and/or technical assistance opportunity per CORE community before December 31, 2025. As CORE communities are reimbursed for training and/or technical assistance, CORE program administrators will monitor the budget and determine whether the program can provide additional financial support to CORE communities that have already been served.

### **Allowable Expenses**

As local governments complete and adopt their CORE strategic plans, Rural Planning Program staff and CORE program administrators will work with them to identify potential training and other learning opportunities, technical assistance, and resources that could help them to implement their plans.

The CORE program has funding available that it can use to reimburse local governments for certain training and/or technical assistance expenses. For expenses to be eligible for reimbursement, the training and/or technical assistance should: relate to outdoor recreation economic development; support one or more strategies, goals, objectives, actions, and/or tasks identified in a community's CORE strategic plan; and enhance the community's ability to successfully implement its CORE strategies. In addition, the expenses must be reasonable, as determined by CORE program administrators, and adhere to standards of the N.C. Department of Commerce Travel Expense Policy ("Commerce Travel Policy") in effect when the expenses are incurred (see Appendix 1).

Expenses that may be reimbursed by the CORE program include:

- Registration fees for in-person and/or virtual conferences, workshops, courses, and other training events and activities.
- Passenger vehicle mileage for travel to and from the training site as measured from the CORE community's local government administration office ("duty station"). Reimbursement shall be at the business use standard mileage rate set by the U.S. Internal Revenue Service that is in effect when the travel occurs.
- Overnight lodging at commercial lodging establishments when the training site is located at least 35 miles from the CORE community's duty station. Reimbursable lodging expenses include the lodging rate (up to the maximum nightly rate specified in the Commerce Travel Policy that is in effect when the expenses are incurred) plus sales taxes, lodging taxes, local taxes, and service fees applied to the lodging rate. Communities are encouraged to seek lodging rates at or near the state rate; however, the CORE program recognizes that rates vary by location and will work with local governments to accommodate higher rates, when reasonable.
- Meals in accordance with the standards and at the rates specified in the Commerce Travel Policy in effect when the expenses are incurred. Meals are only reimbursable when an overnight stay is involved. Times of departure and return to a CORE community's duty station determine which meals are reimbursable.
- Fees charged by trainers, instructors, guest speakers, or other professionals with advanced knowledge in a CORE-related field that a local government hires to train, teach, present, consult, and/or provide technical assistance on CORE-related topics and/or projects, in person or virtually, to the local government, groups, and/or the community at large.

See the Reimbursement of Actual Expenses section, below, for the documentation that is required to substantiate actual expenses for reimbursement.

### **Reimbursement Payments and the North Carolina Financial System**

To receive a reimbursement payment, a local government must be set up as a payee in the North Carolina Financial System (NCFS). Unless otherwise indicated, the N.C. Department of Commerce, Rural



Economic Development Division, will use the payee information in the NCFs that corresponds to the finance office for the local government.

If a local government is not set up as a payee in the NCFs, it will need to submit a State of North Carolina Substitute W-9 Form and a Supplier Electronic Payment Form to the North Carolina Office of the State Controller (OSC) by email at [ncfsepap@osc.nc.gov](mailto:ncfsepap@osc.nc.gov). To obtain the forms, see Appendix 2 or visit the State Suppliers section of the OSC website, <https://www.osc.nc.gov/state-suppliers>. Please note that it may take up to 30 days for the forms to be processed once they are submitted to the OSC.

### **Prior Approval of Anticipated Expenses**

Local governments must receive prior approval from CORE program administrators to determine if expenses they expect to incur from the proposed training and/or technical assistance are eligible for reimbursement. Payments to reimburse such expenses shall only be made directly to the local governments engaged in the CORE program, as named in the aforementioned resolution and MOU, following the completion of the training and/or receipt of technical assistance.

To obtain prior approval of anticipated training and/or technical assistance expenses, a local government must submit a CORE Training/Technical Assistance Support Pre-Approval Request form (see Appendix 3) to CORE program administrators. The local government will use the Proposed Training Request form to provide a description of the proposed training and/or technical assistance opportunity, its location and date(s), a preliminary agenda, the names of the individuals that will attend and their affiliations to the community's CORE work, the proposed method of travel, the estimated expenses associated with participation, such as registration fees, meals, lodging, and mileage, a statement that explains how the training and/or technical assistance relates to and will assist the community with implementing its CORE strategies, and other information to help CORE program administrators evaluate the request.

A local government must submit a CORE Training/Technical Assistance Support Request form and any required supplemental information to CORE program administrators at least 30 days prior to the date when the training and/or technical assistance is scheduled to begin. CORE program administrators will confirm receipt of the request form and notify the local government of their decision, via email, within 10 days of their receipt of the form. CORE program administrators will communicate with the local government if the request lacks required information or needs more details. CORE program administrators will pause the review period for the request until the local government provides the required or additional information.

### **Reimbursement of Actual Expenses**

Once a local government completes the training and/or receives the technical assistance for which it received prior approval, it may request reimbursement from the CORE program for actual expenses incurred. To do so, the local government must submit the documents and supporting information requested below. If multiple people participated in a training activity on behalf of a local government, a reimbursement request should be submitted to the CORE program that covers the expenses for all such participants.

- An invoice issued by the local government to the N.C. Department of Commerce, Rural Economic Development Division, that references the Creating Outdoor Recreation Economies (CORE) program and includes the total reimbursement amount requested.
- A CORE Training/Technical Assistance Expenses Reimbursement form (see Appendix 4).
- Documentation of actual expenses, as outlined below and in accordance with the Commerce Travel Policy. The types of expenses must be eligible for reimbursement and coincide with those shown on the approved CORE Training/Technical Assistance Support Request form.

The list below outlines the types of documentation that must be submitted with the CORE Training/Technical Assistance Expenses Reimbursement form to verify actual expenses.

- Final agenda or itinerary for the training and/or technical assistance.
- Registration Fee - Receipt for registration fee payment that includes the name of the registrant, the amount charged, the amount paid, and the date of payment.
- Passenger Vehicle Mileage – A map or other document that indicates the trip origin, destination, route, and distance between the origin and destination. For example, a map from a GPS navigation or online mapping program, such as Google Maps or MapQuest, that shows the requested information is acceptable documentation.
- Overnight Lodging - An itemized receipt from a commercial lodging establishment that shows detailed expenses for each day, including the name of the lodging facility, the name of the lodging guest, the length of the stay, the nightly rate and total, if multiple nights, any applicable taxes and fees, the amount paid, and the date of payment.
- Meals – Receipts for meals are not required for reimbursement requests; however, actual times of departure and return must be indicated on the CORE Training Expenses Reimbursement form when meals are claimed. Meals are only reimbursable when the individual stays overnight. Per the Commerce Travel Policy, meals for overnight travel may be claimed as follows:
  - Breakfast when departing duty station prior to 6:00 am.
  - Lunch when departing duty station prior to noon.
  - Lunch when returning to duty station after 2:00 pm.
  - Dinner when departing duty station prior to 5:00 pm.
  - Dinner when returning to duty station after 8:00 pm.
- Fees for Training and/or Technical Assistance Providers - Receipt or paid invoice for fee(s) charged by training and/or technical assistance providers hired by the local government that includes the name and contact information of the provider, the name of the local government, the type(s) and date(s) of training and/or technical assistance provided, the amount charged by the provider, the amount paid by the local government, and the date of payment.

The invoice, the CORE Training/Technical Assistance Expenses Reimbursement form, and documentation of actual expenses should be sent by email to the CORE program administrators within 30 days of the completion of the training and/or technical assistance.

### **CORE Program Administrators**

Please contact the CORE program administrators listed below to discuss the financial assistance that may be available to support training and technical assistance opportunities of interest to your CORE community. They can also answer questions about the processes, forms, and documentation associated with the reimbursement of local governments for certain CORE-related training and/or technical assistance expenses.

David McRae  
Appalachian Regional Commission Assistant  
Program Manager  
North Carolina Department of Commerce  
984-365-0853 mobile  
[david.mcrae@commerce.nc.gov](mailto:david.mcrae@commerce.nc.gov)

Karen Smith, AICP  
Rural Planning Program Manager  
NC Main Street & Rural Planning Center  
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## **APPENDICES**

### **Creating Outdoor Recreation Economies (CORE) Program Guidelines for Training and Technical Assistance Support for Local Government Participants**

- Appendix 1 N.C. Department of Commerce Travel Expense Policy (July 1, 2023)
- Appendix 2 State of North Carolina Substitute W-9 Form and Supplier Electronic Payment Form
- Appendix 3 Training-Technical Assistance Support Pre-Approval Request Form
- Appendix 4 CORE Training/Technical Assistance Expenses Reimbursement Form (*forthcoming*)

**Appendix 1**

**N.C. Department of Commerce Travel Expense Policy (July 1, 2023)**

<b>NORTH CAROLINA DEPARTMENT OF COMMERCE</b>		<b>POLICY # FM 1</b>
<b>Title:</b> Travel Expense Policy		
<b>Effective Date:</b>	July 1, 2001	<b>Administering Authority:</b>
<b>Revisions:</b>	July 1, 2023	Chief Fiscal Officer
<b>Statutory Authority (if Applicable):</b> State Budget Manual Section 5		

**Purpose:** To provide specific guidelines concerning travel reimbursement expenses.

**Policy:**

FISCAL SERVICES GUIDELINES

Following are some of the more common guidelines relative to expenditures which are reimbursable on Travel Reimbursement Requests. This should not be considered as being "all inclusive"; if you are confronted with a questionable expenditure please contact your supervisor and/or the Fiscal Services Division for clarification prior to commitment.

**TRAVEL REIMBURSEMENT REQUESTS:**

- "An employee traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, delays or luxury accommodations and services unnecessary or unjustified **or for the convenience or personal preference of the employee** in the performance of official business are prohibited. Employees will be responsible for unauthorized costs and any additional expenses incurred for personal preference or convenience."
- Each employee is responsible for his/her own request for reimbursement. Each employee is responsible for his/her own meals, registration costs and all other travel expenses incurred and should not pay any expenses for other employees.
- These policies are intended to apply only to those state employees or other persons on official state business. Official state business occurs when the state employee or other person is traveling to attend approved job related training and/or work on behalf of, officially represent, or provide a state service upon the state's request. Travel that would not directly benefit the state will not be reimbursable.
- All approved reimbursement requests (typed only) must be filed in the Fiscal Services Division (FSD) within 30 days after the travel period ends. **(Example: March 4th thru 8th travels is due in the FSD no later than April 8th)**. A delinquent letter will be issued to the employee and placed in his/her personnel file.

The only exceptions that will be granted are:

- Personal Sickness (out of the office for several weeks)
- Death in immediate family

--International Travel -- if employee uses his/her credit card. Credit card statements are used for the conversions rates

- The Travel Reimbursement Request form may be found at the web address:

<http://intranet.nccommerce.com/agencies/fiscal-services/fiscal-forms>

- Please attach a short memo indicating if your travel reimbursement is delinquent due to one of the three exceptions listed above. The employee must sign the memo.
- All reimbursement requests must have signature of claimant and appropriate approving authority. All receipts must be attached.
- All reimbursements must include the **reason / purpose** of the trip in the purpose field.
- Travel Reimbursement Form should contain:

The authorized approver's signature on the travel reimbursement form (denoting they were authorized to take the trip) with the hotel e-mail receipt, the approved BDA if applicable according to Fiscal Management Guidelines, and all other proper receipts/documentation relating to the trip.

BDA's:

- All reimbursement requests must have approved budget authorization (BDA) attached to cover all out-of-state travel (even if the hotel is Gratis), registration fees in excess of \$49 or excess in-state hotel allowances. A BDA should be inclusive of all charges to be incurred with the associated expenses. This must be approved in advance. Trip costs are estimates, but details such as dates, destinations, names of travelers and registration fees must be accurate. Please refer to FM 10 for approval authority delegation via division directors (and designees) and Secretary's Office.
- Any BDA's requiring revisions should be reapproved by the approving Supervisor/Director of the agency/division, however, if the revision is in excess of \$500 it will need to be reapproved by the Secretary or Deputy Secretary of Commerce or their Designee.

Lodging:

- Reimbursement for in-state overnight lodging (prior approval by department head or his or her designee required to qualify for reimbursement of overnight stays) must be substantiated by an itemized receipt from a commercial lodging establishment; **copies of charge receipts only are not acceptable.**
- Travel must involve a destination at least 35 miles from the employee's assigned duty station (or home, whichever is less) to allow for an overnight stay. Regulations for departure and arrival times must be followed.
- "Duty station" is defined as the location where the employee is assigned. Department head approval is required to designate the employee's home as the duty station.

- A payment of sales tax, lodging tax, local tax or service fees applied to the cost of lodging is allowed in addition to the lodging rate (\$89.10 & \$105.20) and is to be paid as lodging expense.
- Express Hotel Invoices---The fiscal representative from each division must call for a detailed hotel invoice. Express hotel invoices are not acceptable. These invoices do not provide detailed expenses for each day.
- Web Based Internet Hotel Reservations-Exception has been granted from OSBM for employees to use the hotel email receipt when using a web based Internet site to book hotel reservations. The hotel email confirmation and travel reimbursement must include the following:

Hotel Email Receipts should contain:

- Length of the stay
- Nightly rate and total if it is for multiple nights
- Name of the hotel
- Employee's name

- Third Party Lodging- reimbursement for lodging in an establishment that is being rented out by a third party or an establishment treated as an apartment building by state or local law or regulation is allowed only if the agency can document that per day lodging rates will cost less than standard in state or out of state lodging rates noted in the subsistence table below. Third party lodging requests must include documentation that provides evidence of savings to the State. Third party lodging agreements are not allowed among family members or where such agreements or payments create a financial conflict of interest to the traveling employee or other agency managers or employees. Third party lodging may include, yet is not limited to, online website house or room rental services. A signed rental agreement, or a reservation and receipt and documentation of agency budget office prior approval must be presented to receive reimbursement.

Meals:

- Maximum allowed subsistence rates effective July 01, 2023

	<b>In-State</b>	<b>Out-of-State</b>
<b>Breakfast</b>	<b>\$10.10</b>	<b>\$10.10</b>
<b>Lunch</b>	<b>13.30</b>	<b>13.30</b>
<b>Dinner</b>	<b>23.10</b>	<b>26.30</b>
<b>Hotel</b>	<b>89.10</b>	<b>105.20</b>
<b>DAILY TOTAL</b>	<b>\$135.60</b>	<b>\$154.90</b>

- Excess for meals is not allowable unless the meal is included in a registration fee, out-of-country travel or predetermined charges which are specifically stated in a program, brochure and etc. (copy must be furnished) and **prior** approval by BDA has been received. A BDA should be inclusive of all charges to be incurred with the associated expenses. The cost of meals included in other related activities (registration fees, conference costs, hotel registration, etc.) may not be duplicated in reimbursement requests.

- If requested, each employee may be reimbursed for breakfast even if their hotel offers a free continental breakfast.
- No lunch reimbursement unless an overnight stay is involved with the exception of official board/commission meetings where attendance is required and the meal is a preplanned part of the formal agenda. Refer to FM-2 and FM-10, Section 4 regarding meals to prospect and prospect expenses.
- Meals for **overnight** travel may be claimed under the following circumstance:  
 Breakfast when departing duty station **prior** to 6:00 am;  
 Lunch when departing duty station **prior** to Noon;  
 Lunch when returning to duty station **after** 2:00 pm;  
 Dinner when departing duty station **prior** to 5:00 pm;  
 Dinner when returning to duty station **after** 8:00 pm;
- Actual times of departure and return must be indicated on the reimbursement request when meals are claimed.
- Employees are allowed to claim reimbursement for meals even though they are shown and offered as a part of one's flight schedule on a commercial airline.
- Tips for meals are included as part of the meal allowance.

Phone Calls:

- Employees are not allowed to charge long distance phone calls to the state for calls made of a personal nature. Except as stated --- **(1)** An employee who is in travel status for two or more consecutive nights in a week is allowed one personal long distance telephone call for each two nights for which reimbursement to the employee may not exceed \$3 for in-state calls or \$5 for out-of-state calls. Documentation is required for reimbursement (itemized daily charges on the hotel bill will serve as documentation for the call or phone service invoice). **(2)** Call(s) is/are of an emergency nature will be determined by the department. An example is a call made when an employee calls home to inform someone that the travel period has been extended beyond original plans due to unforeseen reasons.
- All long distance calls that are to be paid by the state are those made pursuant to the employee conducting official state business. Reimbursement may be requested for business calls under "other expenses" on the travel reimbursement form. **Calls over \$5.00 must be identified with destination and number called.**

Mileage:

- It is the intent of the State that state employee travel shall be conducted in the most efficient manner and at the lowest and most reasonable cost to the State. With regard to passenger vehicle travel, whether in or out-of-state, Commerce shall:
  - Maximize utilization of state-owned vehicles (agency-owned or agency-assigned vehicles owned by the Department of Administration),
  - Make use of State term contracts for short-term rentals (State Term Contract 975B Vehicle Rental Services), and



- Reimburse for use of personal vehicles
- When State-owned resources are not available, the agency may procure vehicles through the State's term contracts or reimburse use of personal vehicles. The employee will be required to submit an "EMPLOYEE REQUEST TO USE RENTAL OR PRIVATE-OWNED VEHICLE" to his or her supervisor.
- **NOTE:** Information regarding the State's term contract can be found in the Rental Vehicles section.
- Use of personal vehicle for state business is reimbursable when the trip is approved by a supervisor (authorized approver for travel reimbursements). If a state employee uses a personal vehicle, actual mileage is reimbursable. Mileage is measured from the closer of duty station or point of departure to destination (and return).
- A state employee shall be reimbursed the business standard mileage rate set by the IRS **65.5 cents per mile** (effective January 1, 2023) when using their personal vehicle for state business. Parking fees, tolls, and storage fees are reimbursable when the required receipts are obtained. The employee must claim the actual mileage for the trip.
- **Documentation of miles driven, noting origin and destination of the trip is required to be attached to the Travel Reimbursement Form. Example of documentation is print outs from internet sites such as MapQuest or Google Maps.**
- Mileage rate for travel to and from the airport is reimbursable at the IRS rate of **65.5 cents** for all Commerce Divisions. Mileage is measured from the **closer** of the duty station or home. The employee **will not** be required to submit an "EMPLOYEE REQUEST TO USE RENTAL OR PRIVATE-OWNED VEHICLE" form when travel only involves mileage reimbursement to and from the airport.
- Travel to/from Airport at Employee's Duty Station

Reimbursement for travel between the employee's duty station or home (whichever is less) and the nearest airline terminal (or train/bus station if applicable) and for parking may be made under the following circumstances.

For travel by:

- Taxi, car service, mobile phone ordered car service, or Airport Shuttle - Actual costs with receipts.
- Private car - the business standard mileage rate set by the Internal Revenue Services for one round trip with or without parking charge. Receipts are required for airport parking claims.
- Use of Public Transportation – In lieu of using a taxi or airport shuttle, employees can be reimbursed without receipts \$5 for each one-way trip either from the airport to hotel/meeting or from the hotel/meeting to the airport or the actual cost of the travel with the submission of receipts.

Fees in **excess** of \$20 require that the destination be listed.

- **Travel to/from Airport at Employee's Destination**

Reimbursement for travel to and from the airline terminal (or train/bus station if applicable) at the employee's destination may be made where travel is via most economical mode available as listed below:

- Taxi, car service, mobile phone ordered car service or Airport Shuttle service – Actual costs with receipts.
- Private Car- the business standard mileage rate set by the Internal Revenue Service for one round trip with or without parking charge. Receipts are required for airport parking claims.
- Use of Public Transportation – In lieu of using a taxi or airport shuttle, employees can be reimbursed \$5 without receipts for each one-way trip from the airport to hotel/meeting or from the hotel/meeting to the airport. Reimbursement will be made for the actual cost of the travel with the submission of receipts.

Fees in **excess** of \$20 require that the destination be listed.

**Parking:**

- Parking expenses are reimbursable while in the course of conducting official State business as long as such expenses are determined reasonable and clearly show that there was care taken to keep the costs to the State as low as possible. **Receipts must be furnished.** Any parking rates considered excessive and only for the convenience of the traveler will not be reimbursable. For example, excessive or inappropriate parking would be the use of an airport's hourly parking lot for an overnight trip.

**Travel Involving Trips Other than to and from the Airport:**

- The actual costs of taxi and shuttle service fares are reimbursable when required for travel on official state business. The request must be documented with a receipt. The use of public transportation is reimbursable for actual costs with a receipt. Fees in **excess** of \$20 require that the destination be listed.

**Extraordinary Expenses:**

- **ATM Fees-** If the employee is in travel status as documented by an approved BDA, receipts in the amount of the withdrawal are required for reimbursement of ATM fees.
- The cost of road maps is **not** reimbursable. Proper trip organization should precede all travel. Travel routes should be preplanned using either free on-line map services, such as Map Quest, Yahoo Maps, etc. or conventional state road maps. State maps are available at our own Division of Tourism and are included in all state vehicles.

- Items for personal use such as cosmetics, medications, snacks, clothing, alcoholic beverages, refreshments or other items for personal preference or convenience are not reimbursable.
- Tips for maid services will not be reimbursable.
- Laundry costs are not reimbursable except for out-of-country travel for stays of one week or longer.
- Tuxedo rental is a personal expense of the employee. Commerce cannot reimburse for tuxedo rental.
- Original receipts must be furnished for expenses such as postage, film developing/purchase, freight, copies, etc.

Gratuity:

- Reimbursable gratuity or tips must be considered reasonable for items that are not already covered under subsistence. Excessive tips will not be reimbursed. A reasonable tip would be one that a prudent person would give if traveling or conducting personal business and expending personal funds. Gratuity or tips should be listed under "other expenses" on the reimbursement request form. For further guidance, the following information is provided when calculating a tip:
  - Airports: Baggage Handling/Skycaps = no more than \$2 per bag;  
Shuttle Drivers= no more than \$2 per bag.
  - Parking/Auto Related: Valets = \$2 per car when collecting the car;  
Taxi Drivers =no more than \$5 per trip and \$1 - \$2 a bag.
  - Hotel Related: \$1 - \$2 a bag.
- If an employee claims tips not listed as referenced above, justification must be attached and approved by the authorized approver of travel reimbursements and the employee.

Airline Travel:

- **All travel utilizing a commercial airline (in-state, out-of-state, out-of-country) must receive prior approval through the BDA process approved by the Secretary or his/her designee.** A BDA should be inclusive of all charges to be incurred with the associated expenses. Please attach the approved BDA to the Cash Disbursement Code Sheet and the invoice from the travel agent. If the employee receives reimbursement for the airfare, the canceled ticket/receipt should also be attached to the travel reimbursement form and all proper documentation to accommodate the reimbursement.
- Penalties for ticket changes or cancellation are the responsibility of the individual unless the change is at the direction of or for the convenience of the department; emergency situations are an exception.

- Air travel is reimbursable at actual coach fare only and must be substantiated by a receipt and approved BDA. The only exception is air travel internationally on overseas flights may be reimbursed at the actual business class fare with an approved BDA. If there are unusual or extenuating circumstances, which should be considered, then a justification and explanation should be attached to the BDA seeking approval for an exception. The airline itinerary must be attached to the reimbursement request. If the employee receives reimbursement for the airfare, the canceled ticket/receipt should also be attached to the travel reimbursement form and all proper documentation to accommodate the reimbursement.
- Reimbursement for check – in fees is limited to actual costs substantiated by receipt. "Check-in" fees or “**baggage fees**” are presently being issued by more and more airlines, bus, or rail services.
- Reimbursement for costs incurred in obtaining or renewing a passport may be made to an employee who, in the regular course of his duties, is required to travel overseas in the furtherance of official state business. Passport expenses are chargeable to the same fund that supports the employee's trip.
- Frequent Flier Miles and Coupons/Certificates earned by a state employee while traveling on state business at state expense are property of the state and shall be used by the state employee on future state business trips.

#### STATE VEHICLES:

- Procedures for obtaining and using state vehicles owned by the Division of Motor Fleet Management (Department of Administration) is set forth in the Rules and Regulations provided by that division. Every individual who uses a permanently assigned state-owned passenger motor vehicle, pickup truck, or van to drive between his official workstation and his home, shall reimburse the state for these trips at a rate computed by The Department of Administration.
- Expenses for state vehicles (gasoline, repairs, etc.) are the responsibility of DOA Motor Fleet Management (MFM). Any reimbursement for purchases made by the individual must be paid and authorized by MFM.
- Permanently assigned vehicles must be driven 12,600 miles annually (1,050 miles monthly)
- Car logs should be completed and submitted to Fiscal Services by the 10th of each new month. If a travel log is not received, the division will be billed the minimum 1050 miles for that month and the actual mileage will be billed, when the travel log is received, on the next billing. The Division Director will be notified that a travel log was not received.
- Make certain all information requested on the car log is completed before submission; particularly approved signature, employee driving, destination, purpose of visit and mileage.
- Verify total mileage for month, **Department # and Fund/RCC #**
- It is the responsibility of persons assigned a MFM-owned vehicle(s) to keep the vehicle(s) clean. Motor Fleet Management no longer pays for vehicle washes. The cost of washes is the responsibility of the person or agency assigned the vehicle.

- Other contact phone numbers for MFM are (919) 733-6540 and (919) 733-7773.

#### RENTAL VEHICLES:

- For both in-state and out-of-state travel, rental vehicles shall be obtained through the State's term contracts when available. Unless prior approval has been obtained from the department head or his or her designee, the state employee shall bear the difference in cost when renting a vehicle from a class that exceeds the cost of a standard vehicle on the State's term contract for short-term vehicle rentals. No reimbursement will be made for rental insurance purchased because the state employees are covered under the State's auto insurance program. However, reimbursement for automobile rental insurance will be permitted for individuals engaged in state business during travel to international destinations.
- Enterprise will direct bill Commerce for in-state and out-of-state travel. Each division will have an assigned customer number. When reserving the rental vehicle the employee must provide the customer number in order for Enterprise to direct bill.
- Below is the link to State Term Contract 975B Vehicle Rental Services. The link will provide you with the vendors, reservation instructions, rental rates, and accident reporting.

<http://www.doa.state.nc.us/pandc/975b.pdf>

- Vendor shall charge only the rates shown in the Hertz Master Agreement No. 9949 Enterprise Master Agreement No. 9950 and NC Participating Addenda for the rental of vehicles at each branch location. Rate includes all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage.
- These rental rates are base rates. They are exclusive of fuel for re-fueling, optional services or features purchased by Traveler, local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, legislative or mandated taxes or fees, bond issues imposed by government bodies or similar charges controlled by third party(ies).

#### LUNCHEONS / DINNERS / RECEPTIONS / CONFERENCES / OTHER ACTIVITIES HOSTED BY THE DEPARTMENT:

- Registration fees for conferences, training classes, seminars or other non-accredited classes will be reimbursed for the actual amount. Individuals are responsible for paying all registration fees for \$49 or less. (Exceptions will be granted to employees attending in groups of two or more. Each employee must complete an Advance Registration Form and one check will be issued to the vendor). Agendas and receipts must be attached with the reimbursement request when the employee pays the advance registration of \$49 or less. Advance Registration Request forms must be completed for any advance registration payment made by Fiscal Management. The supporting documents, the BDA (if required), and the agenda must be attached to the Advance Registration Request. A BDA should be inclusive of all charges to be incurred associated with the trip.

- Registration fees for educational assistance associated with courses taken for academic credit: refer to HR 8 and 9.

#### External Conferences

- External conferences are those that involve the attendance of persons other than the employees of a single state department, institution or agency. Payment for meals is allowable if included in the registration fee, but the fee must not consist exclusively of meal or it will not be allowable unless meeting overnight travel criteria.

#### **Requirements and Limitation for External Conferences**

1. Function must be approved in writing in advance by the Secretary's Office through Fiscal Services with details, anticipated expenses, agenda and etc. spelled out.
2. There is written invitation to participants, setting forth the calendar of events, the social activities, if any, and the detailed schedule of costs.
3. Purchases connected with such activities must be approved by the Commerce's Purchasing Officer prior to any commitment; including personal services, use of buses, etc.
4. Assemblies should be held in state facilities; however, non-state facilities can be rented and the cost charged to a state agency without allocation to participants' daily subsistence allowances.
5. Break costs for conferences and etc. are limited to \$5.00 per person per day with a minimum of 10 people required. Prior approval from the Secretary's Office must be obtained. Please provide list of attendees.
6. Individuals within the department are not authorized to sign binding contracts; only the Secretary or his/her designee.
7. A list of attendees and the agenda must be provided with invoices when submitted for payment with the approved Cash Disbursement Code Sheet.
8. Social security numbers must be obtained for payments to individuals for services rendered.
9. Purchases of flowers or gifts are not reimbursable.
10. Registration fees may be charged by the sponsoring department to participants for cost of external conferences.
11. Registration fees may not include costs of entertainment, alcoholic beverages, setups, or flowers. Registration fees collected (refer to FM-11, Cash Management) and not used to defray expenses of the particular conference may not be used for other programs and must revert to the general fund as applicable (G.S. 138-6(a)(4).

When assemblies are to be held under the sponsorship of a state department in which the funding for all participants is budgeted, lump-sum payments to a conference center or an organization may be made upon written authorization from the Secretary or his/her designee. The authorization must provide:

1. The purpose and duration of the conference.
2. The number of persons expected to attend.
3. The specific meals to be served at the conference **(law prohibits lunches being provided to state employees unless registration fees are charged to all attendees).**
4. The approximate daily subsistence cost per person; and

5. The name of the conference center, hotel, caterer, or other organization providing the service.

It is the responsibility of the divisions to ensure that reimbursement for meals included in the lump-sum payment is not also included in reimbursement payments made to state employees who are conference participants.

- Internal Conferences

Internal conferences are those that involve the attendance of employees within that particular department, institution, or agency only. No payment for meals is allowable unless an overnight travel criterion is met. A routine staff meeting or retreat is not an internal conference.

**Requirements and Limitations for Internal Conference:**

1. The conference is planned in detail in advance, with a formal agenda or curriculum. Function must be approved in writing in advance by the Secretary's Office through Fiscal Services with details, anticipated expenses, agenda and etc. spelled out.
2. There is a written invitation to participants, setting forth the calendar of events and the detailed schedule of costs.
3. No excess travel subsistence may be granted for internal departmental meetings, conferences, seminars, etc., and such meetings must be held in state facilities when available. No registration fee may be charged.
4. Break costs for conferences and etc. are limited to \$5.00 per person per day with a minimum of 10 people required. Prior approval from the Secretary's Office must be obtained. Please provide list of attendees.
5. A department cannot use state funds to support or underwrite a meeting, assembly, conference, seminar, rally, celebration or similar function by whatever name called that promotes any cause or purpose other than the mission and objectives of the department.

These guidelines must adhere to the above regulations for any luncheons, receptions and other activities.

No coffee, refreshments, cups, paper plates, etc. can be purchased with state funds for routine office use.

**CORRECTIONS on Fiscal Services Forms**

- Please do not use white out or correction tape on any Fiscal Services Forms. The employee must mark through the error one time, make the correction, and initial the correction. The forms should be neat which will allow them to be processed in a timely manner. If the Fiscal Representative from the Division receives a Fiscal Services form with several errors, the form must be redone before submitting to Fiscal Services.

- The format of any Fiscal Services form should not be revised to accommodate the division. If the division has a concern or special need, please contact the Fiscal Services Division. The CFO of Dept. of Commerce issues approval of all forms generated by the Fiscal Services Division.
- The travel reimbursement form allows the mileage rate to be changed. This is the only format that should be changed.
- Any forms written in pencil (this includes corrections) will be returned as incomplete to the Division.



**Appendix 2**

**State of North Carolina W-9 Form and Supplier Electronic Payment  
Form**

NC Office of the  
State Controller  
(IRS Form W-9 will not be  
accepted in lieu of this form)  
**\*Denotes a Required Field**

**STATE OF NORTH CAROLINA  
SUBSTITUTE W-9 FORM  
Request for Taxpayer Identification Number**



**Section 1 – Taxpayer Identification**

*1. <input type="checkbox"/> Social Security Number (SSN), OR <input type="checkbox"/> Employer Identification Number (EIN), OR <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) *2. (PRESS THE TAB KEY TO ENTER EACH NUMBER)		Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.
*4. Legal Name (as registered with the IRS - see instructions):		3. Unique Entity Identifier or Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions):  (PRESS THE TAB KEY TO ENTER EACH NUMBER)
5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:		
Contact Information		
*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)		7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:		Address Line 1:
Address Line 2:		Address Line 2:
*City	*State	*Zip (9 digit)
*County		County
*8. Contact Name:		
*9. Phone Number:		
10. Fax Number:		
*11. Email Address:		

**Section 2 -Certification**

*12. Entity Type		*13. Entity Classification	14. Exemptions (see instructions)
<input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		<input type="checkbox"/> Medical Services <input type="checkbox"/> Legal/Attorney Services <input type="checkbox"/> NC Local Govt <input type="checkbox"/> Federal Govt <input type="checkbox"/> NC State Agency <input type="checkbox"/> Other Govt <input type="checkbox"/> Other (specify)	Exempt payee code (if any):  Exemption from FATCA reporting code (if any):
<p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined later in general instructions), and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p>Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (<a href="https://www.irs.gov/">https://www.irs.gov/</a>):</p>			
*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the Modification to Existing Supplier Records form if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address.  
 If you would like to receive your payments electronically, please complete the Supplier Electronic Payment form.  
 Return all completed forms to the State Agency from which you are requesting payment.

## General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

## Specific Instructions

### Section 1 -Taxpayer Identification

1. **Taxpayer Identification Type.** Check the type of identification number provided in box 2.
2. **Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.  
 Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).
3. **Unique Entity Identifier or DUNS Number.** Suppliers are requested to enter their Unique Entity ID number or DUNS Number created in SAM.gov, if applicable.
4. **Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. For individuals, enter the name of the person who will do business with the State of NC as it appears on the Social Security Card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names. Do not enter a DBA or Disregarded Entity Name on this line.
5. **Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

### Contact Information

6. Enter your **Legal Address**.
7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.
8. Enter the **Contact Name**.
9. Enter your **Business Phone Number**.
10. Enter your **Fax Number**, if applicable.
11. Enter your **Email Address**.

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

12. **Entity Type.** Select the appropriate entity type.
13. **Entity Classification.** Select the appropriate classification type.

### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. **Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Section 2 - Certification**

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

**NC Office of the State Controller**

See instructions for return information.

Telephone: 919-707-0795

www.osc.nc.gov | ncfsepay@ncosc.gov



**Supplier Electronic Payment Request**

- New Add Request
- Change/Update Existing Account
- Inactivate Existing Account

**\*Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

**We require you to submit a copy of a voided check, bank statement, or a bank authorization letter on bank letterhead signed by a bank representative for account verification.**

<b>*TAX ID # or SSN</b>										
<b>*PAYEE NAME</b>										
<b>*REMITTANCE ADDRESS</b> (AS PRINTED ON YOUR INVOICE)	STREET						SUITE/ROOM #			
							STATE		ZIP CODE	
<b>*CONTACT</b>	CITY						PHONE NUMBER			
	NAME & TITLE									

**NEW FINANCIAL INFORMATION**

<b>*FINANCIAL INSTITUTION NAME:</b>										
<b>*NAME ON ACCOUNT:</b>										
<b>*NEW ROUTING NUMBER:</b>										
<b>*NEW ACCOUNT NUMBER:</b>										
<b>*ACCT TYPE:</b>	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings								
<b>*REMIT E-MAIL ADDRESS</b>										

**New add requests MUST include contact information for the state agency with which you are doing business.**

<b>*North Carolina Agency Name:</b>	<b>*North Carolina Agency Contact Name:</b>
<b>*North Carolina Agency Contact Email Address:</b>	<b>*North Carolina Agency Contact Phone Number:</b>

**PRIOR FINANCIAL INFORMATION (only required for updates)**

<b>FINANCIAL INSTITUTION NAME:</b>										
<b>NAME ON ACCOUNT:</b>										
<b>ROUTING NUMBER:</b>										
<b>ACCOUNT NUMBER:</b>										
<b>ACCT TYPE:</b>	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings								
<b>REMIT E-MAIL ADDRESS</b>										

<b>* ALL BOXES BELOW MUST BE REVIEWED AND CHECKED</b>	
<input type="checkbox"/>	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
<input type="checkbox"/>	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the supplier cancel it in writing or the authority is terminated by the NC Office of the State Controller.
<input type="checkbox"/>	I have attached a copy of a <b>current</b> voided check, current bank statement, or a bank authorization letter on bank letterhead signed by a bank representative.
<b>*PRINT NAME:</b>	<b>*DATE:</b>
<b>*SIGNATURE:</b>	<b>*PHONE NUMBER:</b>

## Instructions

\* Denotes a required field on the form

1. \*Check the appropriate box at the top of the form:
  - New Add Request – Supplier would like to begin receiving payments via ACH.
  - Change/Update Existing Account – Supplier's account number, routing number, or remittance email address has changed.
  - Inactivate Existing Account – Supplier no longer wants to receive payments via ACH.
2. \*Enter the supplier's Tax Identification Number or Social Security Number.
3. \*Enter the Payee Name – The name of the person or business receiving payment.
4. \*Enter the supplier's remittance address. The remittance address is the address printed on your invoice where payments should be sent.
5. \*Enter the supplier's contact name, title, and phone number.
6. \*Enter the supplier's financial information:
  - Financial Institution Name – Name of the financial institution.
  - Name on Account – The account owner's name.
  - Routing Number – Nine-digit number identifying the financial institution.
  - Account Number – The bank account number where the funds should be deposited.
  - Account Type – Is this a checking or savings account? Check the appropriate box.
  - Remit E-mail address - Enter the email address to which the remittance advices should be sent.
7. \*For a **new add request only**, provide the following:
  - North Carolina Agency Name – The state agency the supplier is doing business with.
  - North Carolina Agency Contact Name – The supplier's contact person name at the state agency.
  - North Carolina Agency Contact Email Address – The contact person's email address at the state agency.
  - North Carolina Agency Contact Phone Number – The contact person's phone number at the state agency.

**NOTE: New add requests MUST include contact information for the state agency with which you are doing business.**

8. Prior Financial Information – this is required if the supplier's bank account, routing number, or remittance email address has changed.
  - Financial Institution Name – Name of the prior financial institution.
  - Name on Account – The account owner's name.
  - Routing Number – Nine-digit number identifying the prior financial institution.
  - Account Number – The bank account number where the funds were being deposited.
  - Account Type – Is this a checking or savings account? Check the appropriate box.
  - Remit E-mail address - Enter the email address to which the remittance advices were being sent.
9. \*Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the request will not be processed.**
10. \*Print Name – Print the name of the authorized signee on the form.
  - \*Date – Date of signature.
  - \*Signature – The authorized signee's signature.
  - \*Phone Number – The authorized signee's phone number.

**Return to:**

**OSC - NCFS Support | 1410 Mail Service Center | Raleigh, NC 27699-1410**

**OR FAX - 919.875.3804**

**Please allow up to 30 days for processing**

**Appendix 3**

**CORE Training-Technical Assistance Support Pre-Approval Request  
Form**

**CORE Training/Technical Assistance Support Pre-Approval Request Form**

NC Rural Planning Program, June 2024

To seek prior approval for proposed CORE-related training and technical assistance expenses, a local government must respond to the questions on this form and submit it, as well as any other required documents, to CORE program administrators at least 30 days prior to the date when the training and/or technical assistance is scheduled to begin. CORE program administrators will confirm receipt of the request form and notify the local government of their decision, via email, within 10 days of their receipt of the form. CORE program administrators will communicate with the local government if the request lacks required information or needs more details. CORE program administrators will pause the review period for the request until the local government provides the required or additional information. Please submit this form electronically using the "Submit Form" button or, once the form is complete, save a copy and email it to the CORE program administrators.

Please refer to the *Creating Outdoor Recreation Economies (CORE) Program Guidelines for Training and Technical Assistance Support for Local Government Participants* for more details regarding training and technical assistance expenses that are eligible for reimbursement.

<b>Submittal Date</b>				<b>Estimated Reimbursable Expenses Summary</b>			
				Registration Fees			\$0.00
<b>Local Government Name</b>				Mileage			\$0.00
				Lodging			\$0.00
<b>Local Government Mailing Address</b>				Meals			\$0.00
				Technical Assistance Fees			\$0.00
<b>Local Government Manager / Administrator Contact Information</b>				<b>Total</b>			<b>\$0.00</b>
Name							
Title							
Email		Telephone					
<b>Proposed Training/Technical Assistance Dates</b>							
Start Date		End Date		Total Days			
<b>Proposed Training/Technical Assistance Description</b>							
Training Event/Technical Assistance Name				Location (City, State)			
Host / Organizer/ Provider Name				Event / Provider Website			
Below, briefly describe the proposed training and/or technical assistance and explain how it will help the community with CORE strategy implementation. Include information that will help CORE administrators to evaluate the request for training and/or technical assistance support.							
<b>Estimated Training Registration Fees (if applicable)</b>							
Registration fee per participant		Number of participants that will register		Total estimated registration fees		\$0.00	



Proposed Training Participants (if applicable)							
Name	Title (if applicable)	Local Government Official or Staff?		Connection to Local Government's CORE Plan/Project (e.g., work group member, plan stakeholder, plan implementation partner, local government elected or appointed official, local government staff, etc.)			
		Yes	No				
<b>Estimated Passenger Vehicle Mileage Expenses (if applicable)</b> - Reimbursement shall be at the business use standard mileage rate set by the U.S. Internal Revenue Service (IRS) that is in effect when the travel occurs. <i>The 2024 mileage rate is \$0.67.</i>							
Vehicle trip distance between duty station & training site		Anticipated number of vehicle trips		U.S. IRS business use standard mileage rate (2024)	\$0.67	Total estimated mileage expenses	\$0.00
<b>Estimated Lodging Expenses (if applicable)</b> - For overnight lodging to be reimbursed, the travel must be to a destination located at least 35 miles from the local government's administration office (duty station). Reimbursable lodging expenses include the lodging rate (up to the maximum nightly rate specified in the N.C. Department of Commerce Travel Expense Policy that is in effect when the expenses are incurred) plus sales taxes, lodging taxes, local taxes, and service fees applied to the lodging rate.							
<b>Nightly Lodging Rates - In-State: \$89.10 + Taxes + Service Fees - Out-of-State: \$105.20 + Taxes + Service Fees (Rates effective July 1, 2023)</b>							
Lodging facility name		Website		Lodging location		Distance from duty station	
Number of rooms needed		Actual nightly rate, including taxes & fees		Total nights of lodging needed (all rooms)		Total estimated lodging expenses	\$0.00
<b>Estimated Meal Expenses (if applicable)</b> - Meal reimbursement must be in accordance with the standards and at the rates specified in the N.C. Department of Commerce Travel Expense Policy in effect when the expenses are incurred. <i>Meals are only reimbursable when a participant stays overnight.</i> Times of departure and return to the local government's administration office (duty station) determine which meals are reimbursable. Meals that are included in registration fees, conference costs, hotel registration, etc., may not be duplicated in support requests.							
Meal Reimbursement Rates	In-State Meals			Out-of-State Meals			(Rates effective July 1, 2023)
	Breakfast	Lunch	Dinner	Breakfast	Lunch	Dinner	
	\$ 10.10	\$ 13.30	\$ 23.10	\$ 10.10	\$ 13.30	\$ 26.30	
Number of meals (all participants)							
Meal costs (all participants)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total estimated meal expenses \$ 0.00
<b>Estimated Technical Assistance Fees (if applicable)</b>							
Technical assistance provider fee(s)	\$0.00						

**Appendix 4**

**CORE Training/Technical Assistance Expenses Reimbursement  
Form (*forthcoming*)**

## Creating Outdoor Recreation Economies (CORE) Program

### Training and Technical Assistance Support for Local Government Participants

#### Frequently Asked Questions (FAQs)

##### **About the Creating Outdoor Recreation Economies (CORE) Program**

In January 2023, the N.C. Department of Commerce, Rural Economic Development Division, announced that 34 local governments from across the state would participate in the Creating Outdoor Recreation Economies (CORE) program. The CORE program, which is funded by a U.S. Economic Development Administration (EDA) State Tourism Grant, offers strategic planning and technical assistance to help rural North Carolina communities leverage the state's abundant outdoor recreation assets to support local economic growth.

The CORE program will provide training and technical assistance to help participating communities implement their strategies. This includes funding for participating communities to attend training and receive technical assistance which helps them gain skills and knowledge to continue advancing outdoor recreation related economic development.

All training and technical assistance must adhere to the standards and guidelines outlined in the following document:

<https://www.commerce.nc.gov/core-guidelines-training-and-technical-assistance-support-local-government-participants/open>

##### ➤ **What type of training and technical assistance opportunities are eligible?**

The CORE program will provide participating local governments (CORE communities) with financial support to access and attend training and/or to receive outside technical assistance which helps them gain skills and knowledge to continue advancing outdoor recreation related economic development.

Such training and technical assistance may include webinars, conferences, courses, or workshops; group site visits to learn best practices from communities that have created successful outdoor recreation economies, host a speaker or expert that helps to advance outdoor recreation-oriented economic development, and other similar activities.

Training may be related to trail development or other outdoor recreation infrastructure asset development, business development, tourism, or outdoor recreation product manufacturing. In certain instances, training on topics such as grant management, downtown redevelopment or similar subjects which advance community and economic development related to outdoor recreation.

##### ➤ **What are some examples of training and technical assistance opportunities for communities that are eligible for financial support from the CORE program?**

Training and technical assistance may include webinars, conferences, courses, or workshops; group site visits to learn best practices from communities that have created successful outdoor recreation economies, and other, similar activities.

Examples include conferences, such as the [Outdoor Economy Conference](#), [The Great Trails State Conference](#), or the [North Carolina Main Street Conference](#), or other training courses, such as those offered by the UNC School of Government, North Carolina League of Municipalities, or North Carolina Association of County Commissioners. Additional training opportunities are available and all must be pre-approved by CORE program administration.

When applicable, courses related to recreational trail development are available for assistance. One example of this is the [McDowell Technical Community College's Trail Construction and Sustainability Program](#).

➤ **Who is eligible?**

Currently, there are 34 local governments who applied and are eligible to gain access to services associated with the CORE program. These local governments are listed within the following press release:

<https://www.commerce.nc.gov/news/press-releases/2023/01/30/north-carolina-selects-34-communities-creating-outdoor-recreation-economies-core-program>

To receive support for training, including reimbursement for training or technical assistance, a local government must have adopted a resolution requesting CORE strategic planning services and entered into a memorandum of understanding with the North Carolina Department of Commerce, Rural Economic Development Division, Main Street & Rural Planning Center and/or its Rural Planning Program.

➤ **How will the costs associated with attending these training activities be paid?**

Costs associated with training or technical assistance will only be paid to the local government engaged in the CORE program (see previous question, "Who is eligible?") in the form of reimbursements. Any expenses to be reimbursed must be reasonable and necessary, as determined by CORE program administrators, and adhere to standards of the N.C. Department of Commerce Travel Expense Policy.

**Local governments must receive prior approval from CORE program administrators to determine if the expenses they expect to incur from the training and/or technical assistance are eligible for reimbursement.** To obtain prior approval of anticipated training and/or technical assistance expenses, a local government must submit a CORE Training/Technical Assistance Support Pre-Approval Request form to CORE program administrators.

<https://www.commerce.nc.gov/core-trainingtechnical-assistance-support-pre-approval-request-form/open>

➤ **How do you submit the pre-approval form?**

Completed pre-approval forms must be sent via email to **both** of the following CORE administrators email addresses for review. Please include the following information in the email subject line: "CORE Training Pre-Approval - Town/County Name".

**CORE Administrators:**

David McRae

Appalachian Regional Commission Assistant Program Manager

North Carolina Department of Commerce  
[david.mcrae@commerce.nc.gov](mailto:david.mcrae@commerce.nc.gov)

Karen Smith, AICP  
Rural Planning Program Manager  
NC Main Street & Rural Planning Center  
[ksmith@commerce.nc.gov](mailto:ksmith@commerce.nc.gov)

➤ **What expenses will be reimbursed?**

- Registration fees for in-person and/or virtual conferences, workshops, courses, and other training events and activities.
- Passenger vehicle mileage for travel to and from the training site as measured from the CORE community's local government administration office ("duty station"). Reimbursement shall be at the business use standard mileage rate set by the U.S. Internal Revenue Service that is in effect when the travel occurs.
- Overnight lodging at commercial lodging establishments when the training site is located at least 35 miles from the CORE community's duty station.
- Meals in accordance with the standards and at the rates specified in the Commerce Travel Policy in effect when the expenses are incurred. The cost of lunch is not reimbursable unless an overnight stay is involved.
- Fees charged by trainers, instructors, guest speakers, or other professionals with advanced knowledge in a CORE-related field that a local government hires to train, teach, present, consult, and/or provide technical assistance on CORE-related topics and/or projects, in person or virtually, to the local government, specific groups, and/or the community at large.

All expenses that a local government intends to be reimbursed for must be documented and receipts and other documentation must be provided to CORE Administrators at time of reimbursement request.

➤ **When can we be reimbursed for hotel/lodging?**

- Overnight lodging at commercial lodging establishments can be paid for **when the training site is located at least 35 miles from the CORE community's duty station.**

➤ **What is the process to receive reimbursement for training or technical assistance?**

Once a local government completes the training and/or receives the technical assistance for which it received prior approval, it may request reimbursement from the CORE program for actual expenses incurred. To do so, the local government must submit the documents and supporting information requested below.

- An invoice issued by the local government to the N.C. Department of Commerce, Rural Economic Development Division, that references the Creating Outdoor Recreation Economies (CORE) program and includes the total reimbursement amount requested.
- A CORE Training/Technical Assistance Expenses Reimbursement form.
- Documentation of actual expenses, as outlined below and in accordance with the Commerce Travel Policy. The types of expenses must be eligible for reimbursement and coincide with those shown on the approved CORE Training/Technical Assistance Support Request form.

All invoice and all required documentation to support reimbursement must be sent by email to the CORE program administrators within 30 days of the completion of the training and/or technical assistance.

Please note, If a local government is not set up as a payee in the North Carolina Financial System (NCFS), it will need to submit a State of North Carolina Substitute W-9 Form and a Supplier Electronic Payment Form to the North Carolina Office of the State Controller (OSC) by email at [ncfsepay@osc.nc.gov](mailto:ncfsepay@osc.nc.gov). To obtain the forms, see Appendix 2 of the "Guidelines" or visit the State Suppliers section of the OSC website, <https://www.osc.nc.gov/state-suppliers>. *Please note that it may take up to 30 days for the forms to be processed once they are submitted to the OSC.*

➤ **Can non-government staff attend these training opportunities and be eligible for reimbursement?**

Yes, but the local government will have to pay the upfront costs for these individuals to participate and then be reimbursed by the CORE program. Any non-governmental individual that receives this training must be involved with the CORE planning process and/or vital to helping the community advance the plan forward.

➤ **How long is this training and technical assistance support available?**

All training and technical assistance must be completed, and reimbursements finalized, before December 31, 2025.

We do not anticipate approving any new training or technical assistance that will require payment after the end of the 3rd quarter of 2025.

**CORE Training/Technical Assistance Support Pre-Approval Request Form**

NC Rural Planning Program, June 2024

To seek prior approval for proposed CORE-related training and technical assistance expenses, a local government must respond to the questions on this form and submit it, as well as any other required documents, to CORE program administrators at least 30 days prior to the date when the training and/or technical assistance is scheduled to begin. CORE program administrators will confirm receipt of the request form and notify the local government of their decision, via email, within 10 days of their receipt of the form. CORE program administrators will communicate with the local government if the request lacks required information or needs more details.

To submit this form, please save a copy, and complete the form including all applicable fields. Completed pre-approval forms must be sent via email to both of the following CORE administrators email addresses for review (david.mcrae@commerce.nc.gov and ksmith@commerce.nc.gov). Please include the following information in the email subject line: "CORE Training Pre-Approval - Town/ County Name".

<b>Submittal Date</b>				<b>Estimated Reimbursable Expenses Summary</b>			
				Registration Fees			\$0.00
<b>Local Government Name</b>				Mileage			\$0.00
				Lodging			\$0.00
<b>Local Government Mailing Address</b>				Meals			\$0.00
				Technical Assistance Fees			\$0.00
<b>Local Government Manager / Administrator Contact Information</b>				<b>Total</b>			<b>\$0.00</b>
Name							
Title							
Email		Telephone					
<b>Proposed Training/Technical Assistance Dates</b>							
Start Date		End Date		Total Days			
<b>Proposed Training/Technical Assistance Description</b>							
Training Event/Technical Assistance Name				Location (City, State)			
Host / Organizer/ Provider Name				Event / Provider Website			
Below, briefly describe the proposed training and/or technical assistance and explain how it will help the community with CORE strategy implementation. Include information that will help CORE administrators to evaluate the request for training and/or technical assistance support.							
<b>Estimated Training Registration Fees (if applicable)</b>							
Registration fee per participant		Number of participants that will register		Total estimated registration fees		\$0.00	

Proposed Training Participants (if applicable)							
Name	Title (if applicable)	Local Government Official or Staff?		Connection to Local Government's CORE Plan/Project (e.g., work group member, plan stakeholder, plan implementation partner, local government elected or appointed official, local government staff, etc.)			
		Yes	No				
<b>Estimated Passenger Vehicle Mileage Expenses (if applicable)</b> - Reimbursement shall be at the business use standard mileage rate set by the U.S. Internal Revenue Service (IRS) that is in effect when the travel occurs. <i>The 2024 mileage rate is \$0.67.</i>							
Vehicle trip distance between duty station & training site		Anticipated number of vehicle trips		U.S. IRS business use standard mileage rate (2024)	\$0.67	Total estimated mileage expenses	\$0.00
<b>Estimated Lodging Expenses (if applicable)</b> - For overnight lodging to be reimbursed, the travel must be to a destination located at least 35 miles from the local government's administration office (duty station). Reimbursable lodging expenses include the lodging rate (up to the maximum nightly rate specified in the N.C. Department of Commerce Travel Expense Policy that is in effect when the expenses are incurred) plus sales taxes, lodging taxes, local taxes, and service fees applied to the lodging rate.							
<b>Nightly Lodging Rates - In-State: \$89.10 + Taxes + Service Fees - Out-of-State: \$105.20 + Taxes + Service Fees (Rates effective July 1, 2023)</b>							
Lodging facility name		Website		Lodging location		Distance from duty station	
Number of rooms needed		Actual nightly rate, including taxes & fees		Total nights of lodging needed (all rooms)		Total estimated lodging expenses	\$0.00
<b>Estimated Meal Expenses (if applicable)</b> - Meal reimbursement must be in accordance with the standards and at the rates specified in the N.C. Department of Commerce Travel Expense Policy in effect when the expenses are incurred. <i>Meals are only reimbursable when a participant stays overnight.</i> Times of departure and return to the local government's administration office (duty station) determine which meals are reimbursable. Meals that are included in registration fees, conference costs, hotel registration, etc., may not be duplicated in support requests.							
Meal Reimbursement Rates	In-State Meals			Out-of-State Meals			<i>(Rates effective July 1, 2023)</i>
	Breakfast	Lunch	Dinner	Breakfast	Lunch	Dinner	
	\$ 10.10	\$ 13.30	\$ 23.10	\$ 10.10	\$ 13.30	\$ 26.30	
Number of meals (all participants)							
Meal costs (all participants)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total estimated meal expenses \$ 0.00
<b>Estimated Technical Assistance Fees (if applicable)</b>							
Technical assistance provider fee(s)	\$0.00						



## Erwin Board of Commissioners

### REQUEST FOR CONSIDERATION

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To: Erwin's Board of Commissioners

From: Dylan Eure, Town Planner

Date: August 26, 2024

Subject: Updates to Erwin's Zoning Ordinances Chapter 30- Subdivisions

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The Staff of the Town of Erwin wishes to amend its Code of Ordinances to correct issues of conflicting language, and practices throughout the Town of Erwin as well as require sidewalk exactions of major subdivision developers. These items include the removal of verbiage relating to privately maintained streets and sidewalks.

#### **Amend Chapter 30 Article IV Section 30-107, 30-75, Article III Section 30-80**

The purpose of these amendments is to remove all language eluding to the creation of additional private streets as our ordinances require any additional home to be fronting a town-maintained street.

#### **Proposed amended diction to eliminate the creation of private streets:**

##### **30-107**

~~“Every lot shall front or abut a public street or shall have access to a public street via an approved private street or drive. Approved private streets and drives shall meet the following requirements:~~

~~A. The street or drive must be adequately designed to allow access by public service and public safety vehicles.~~

~~B. A permanent easement shall be recorded allowing use by the lot owners and building occupants; and by public service and safety agencies.~~

~~C. The developer/subdivider shall execute and record an approved statement waiving any claims for damages resulting from normal use by public service and safety agencies, waiving rights to request municipal maintenance in the future (unless designed and constructed to town street standards), acknowledging public agencies' rights to discontinue services unless the street or drive is maintained property, and establishing responsibility for continuing maintenance of the private nature of the street or drive shall also be included as covenant in all transfers of lots or units in the development.~~

~~D. Private streets and drives shall be clearly labeled "private" on all plats.”~~

**30-75**

“(B) A minor subdivision is defined as one involving no new public ~~or private streets or~~ roads, or right-of-way dedication, and no utility extension”

**30-80**

“Type of street dedication; all streets must be designated either "public" ~~or private.~~”

---

**Amend Chapter 30 Article 3 Section 30-77**

The purpose of this amendment is to require developers of major subdivisions to install ADA-compliant sidewalks along at least one side of the entirety of each street created or existing road.

**Proposed amendment to the list of items of major subdivisions:**

ADA-compliant sidewalk along at least one side of the entirety of each street created by the subdivision or existing road.

---

## **MINUTES CONTINUED FROM AUGUST 26, 2024**

- Adding both sit-down restaurants and drive-throughs in B-2 and adding to the definition for restaurants. Currently, restaurants fit under the category of service establishments that are entirely contained inside of a building.
- Correcting contradictory statements in terms of street access.
- Remove all language eluding to the creation of additional private streets as our ordinances require any additional home to be fronting a town-maintained street.
- Requiring greater side setbacks for corner lot homes within residential districts to ensure visibility throughout residential neighborhoods and to prevent accidents that may occur due to homes blocking visibility.
- Updating the definition of outdoor storage along with providing additional regulations that will be required for any additional outdoor storage locations moving forward.
- Several updates to the amusement amendments, already been heard by the Board. These amendments would clear up language and remove any terms of alcohol per the Board's request. Removing the terms of alcohol from the definition would not prevent these establishments from having alcohol but the Town would not be endorsing it.

### **ZT-2024-002: Group 1 Split Zoned Properties**

Town Planner Dylan Eure stated Town Staff did advertise this request for a Public Hearing at our regularly scheduled meeting in September. This request was to rezone 14 parcels to what they were best classified as their current use was. He contacted all property owners and received no negative feedback. All the properties in this request are classified for mixed use in our Land Use Plan. There were some slight increases or decreases in property values, but no changes would place an undue burden on any of the property owners.

**The consensus of the Board was to move forward with the Public Hearing at the Regularly Scheduled Board Meeting in September.**

### **Turlington Johnson Annexation**

Town Manager Snow Bowden reminded the Board that we scheduled a Public Hearing for our Regularly Scheduled Meeting in September. This request is the voluntary annexation of four parcels off of Avery Road. Town Staff had received phone calls from the surrounding property owners concerned that the Town was trying to annex them as well. He assured the property owners that was not the case.

**The consensus of the Board was to move forward with the Public Hearing at the Regularly Scheduled Board Meeting in September.**

## Erwin Board of Commissioners

### REQUEST FOR CONSIDERATION

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To: Erwin's Board of Commissioners

From: Dylan Eure, Town Planner

Date: August 26, 2024

Subject: Updates to Erwin's Zoning Ordinances (Chapter 36)

---

The Staff of the Town of Erwin wishes to amend its Code of Ordinances to correct issues of conflicting language, and practices throughout the Town of Erwin as well as add items to special and permitted uses. These items include drive-through and sit-down restaurants, street access, private roads, corner lot setbacks, outdoor storage, and Amusements.

**Amend Chapter 36 Article X Section 36-272 entitled Permitted principal uses and structures/ Article II Section 36-34 entitled Definitions.**

For the purpose of adding both sit-down restaurants and drive-throughs. Currently, restaurants fit under the category of service establishments that are entirely contained inside of a building. However, since drive-throughs also take payment from outside, the Town of Erwin could not permit additional drive-throughs nor approve permits to add on any additional.

**Proposed permitted uses to be added to B-2:**

- Restaurants; drive-throughs and traditional sit-down establishments.

**Proposed definition of restaurants to be added:**

- A service establishment that prepares and sells food and drinks for the purpose of consumption.
- 

**Amend Chapter 36 Article XV Section 36-421.**

To correct contradictory statements in terms of street access. Chapter 36 Article XV Section 36-421 states "No building shall be erected on a lot which does not abut a public dedicated street for a distance of at least 50 feet in an R-6 district, 75 feet in R-10 and R-15 districts, and 100 feet in a Rural District. Cul-de-sacs located in R-6, R-10, and R-15 subdivisions must abut a public dedicated street for a distance of at least 40 feet." However, within Chapter 30 Article 3 Section 30-75 states that "Any subdivision which allows a maximum of 3 lots to be created on a 50-foot easement abutting a state- or town-maintained road which meets the following requirements". Having this verbiage contradicts the amount of street frontage is required as well as makes it challenging for parcels that are limited in their road frontage to be developed.

**Proposed amended diction of Chapter 36 Article XV Section 36-421:**

“No building shall be erected on a lot which does not abut a public dedicated street for a distance of at least 50 feet in R-6, R-10, R-15, RMV, DMV, and RD. Culs-de-sac located within subdivisions must abut a public dedicated street for a distance of at least 40 feet. A building in a designed shopping center in a commercial district or a planned project in a residential district may be erected adjoining a parking area or other dedicated open space used in common with other lots.”

---

**Amend Chapter 36 Article XXII Section 36-642.**

The purpose of these amendments is to remove all language eluding to the creation of additional private streets as our ordinances require any additional home to be fronting a town-maintained street.

**Proposed amended diction to eliminate the creation of private streets:**

**36-642**

“The site-specific development plan shall include the following:

(3) The location and dimension of present and proposed streets ~~and private drives~~, and pedestrian facilities”

---

**Amend Chapter 36 entitled Zoning under Articles IV,V,VI,VI-A,VII, VII-A within Sections 36-81, 36-118, 36-147, 36-156, 36-175 and 36-185.**

The purpose of these amendments is to require greater side setbacks for corner lot homes within residential districts to ensure visibility throughout residential neighborhoods and to prevent accidents that may occur due to homes blocking visibility.

**Proposed amendment to residential zoning district side setbacks abutting a Right-of-way:**

RD: minimum required side yard abutting a right-of-way on corner lots: 24ft

R-15: minimum required side yard abutting a right-of-way on corner lots: 20ft

R-10: minimum required side yard abutting a right-of-way on corner lots: 20ft

RMV: minimum required side yard abutting a right-of-way on corner lots: 15ft

R-6: minimum required side yard abutting a right-of-way on corner lots: 16ft

DMV: minimum required side yard abutting a right-of-way on corner lots: 15ft

---

**Amend Chapter 36 Article 2 and Article XV entitled Definitions and General Provisions.**

The purpose of these amendments is to update the definition of outdoor storage along with providing additional regulations that will be required for any additional outdoor storage locations moving forward.

**Proposed Amended Definition:**

*Outdoor storage* means a business in which has storage of goods, equipment, or materials outside of an enclosed building for a period of more than 48 consecutive hours. Outdoor storage shall include vehicles not for immediate sale and those not considered junk or abandoned. The term "outdoor storage" does not refer to vehicular sales and rental, licensed vehicles in use by the person occupying the property, or other minor and incidental storage, such as items specifically designed for outdoor use, including lawn furniture, trailers, outdoor grills, dirt for sale, mulch, plants, swing sets, lawn care equipment, all which would not have a negative impact on the health, safety and general welfare of adjacent property owners and land uses.

**Proposed Outdoor Storage Amended Regulations to be added:**

(D)Outdoor Storage shall be entirely screened from the public right-of-way, public parking, or adjacent residential development or any other development by an 6ft 100 % visual barrier. Said barrier may be a chain-linked fence with slats, wood, or buffer vegetation that will grow to be at least 6ft spaced to entirely limit the view of the proposed site. Under no circumstance shall a plain chain-linked fence be acceptable.

(E)Outdoor Storage shall be located entirely in the rear or side of the development.

---

**Amendment to Chapter 36 entitled Zoning under Article 2, 8, and 11.**

The purpose of this amendment is to add Arcades to the list of permitted uses in CB and M-1 districts along with providing a definition.

**Proposed permitted use to be added to M-1 and CB:**

- Arcades

**Proposed definition of arcades:**

- An establishment that is tailored to entertainment through forms of arcade games such as but not limited to pinball, air hockey, skee-ball, or any other electro-mechanical games, but does not include a casino, pool halls, electronic gaming operations, or any form of gambling.

**Amendment to Chapter 36 entitled Zoning under Article IV Section 36-78, Article 2 Section 36-34, and Article XV Section 36-440.**

The purpose of these amendments is to add driving ranges to the list of permitted uses within Erwin's Rural District, as well as defining as to what is to be considered a driving range and additional regulations to ensure surrounding property owners are not damaged.

**Proposed Permitted use to be added to RD: Article IV Section 36-78**

- Driving Ranges

**Proposed Definition: Article 2 Section 36-34**

- An area equipped with distance markers, clubs, balls, and tees for practicing golf that may also contain a clubhouse, areas for refreshments, or golf equipment sales.

**Proposed Regulation: Article XV Section 36-440**

- The minimum distance from the tees to the end of an open driving area shall be a minimum of 1,000ft.
  - The minimum distance may be reduced to 700ft if the end of the driving area is controlled with a minimum 50ft net or other form of capture to avoid golf balls from leaving the driving area.
- 

**Amendment to Chapter 36 entitled Zoning under Articles 2, 8, 10, and 11.**

The purpose of these amendments is to add axe throwing to the list of permitted uses in B-2, M1, and CB as well as adding a definition for axe throwing within Erwin's Code of Ordinances.

**Proposed permitted uses to be added to B-2, M1, and CB:**

- Axe Throwing Facility

**Proposed Definition of an axe throwing facility:**

- A facility in which contains at least 3 (three) 12 ft. lanes with each being separated by a minimum 9 ft. tall fencing that is a minimum of 15 ft. long for the purpose of throwing axes/knives at a designated target for sport and recreation,
- 

**Amendment to Chapter 36 entitled Zoning under Articles 2, 10, and 11.**

The purpose of these amendments is to add bowling alleys as a permitted use in B-2 districts and as a special use in M-1 districts as well as provide a definition for bowling alleys.

**Proposed permitted uses to be added to B-2:**

- Bowling Alleys

**Proposed special uses to be added to M1:**

- Bowling Alleys

**Proposed definition of a bowling alley:**

- A long narrow track of at least 5 lanes in which balls are rolled down for the purpose of knocking down pins for competition or enjoyment.
- 

**Amendment to Chapter 36 entitled Zoning under Articles 2, 8, 10, and 11.**

The purpose of these amendments is to add escape rooms to the list of permitted uses in B-2, M1, and CB zoning districts as well as provide a definition for escape rooms.

**Proposed permitted uses to be added to B-2, M1, and CB:**

- Escape Room

**Proposed Definition of an escape room:**

- A business in which creates rooms where individuals are voluntarily locked in a confined area requiring them to solve a series a puzzles before a certain amount of time expires.
- 

**Amendment to Chapter 36 entitled Zoning under Article 2, 10, and 11.**

The purpose of these amendments is to add laser tag to the list of permitted uses to be added to B-2 and M1 zoning jurisdictions as well as define laser tag.

**Proposed permitted uses to be added to M1 and B-2:**

- Laser tag

**Proposed definition of laser tag:**

- An indoor recreational shooting sport where individuals use infrared-emitting light guns to tag designated targets.
- 

**Amendment to Chapter 36 entitled Zoning under Articles 2, 10, and 11.**

The purpose of these amendments is to add pool halls to the list of permitted uses within B-2 and M1 zoning districts as well as defining pool halls.

**Proposed permitted uses to be added to B-2 and M1:**

- Pool Hall(s)

**Proposed definition of a pool hall:**



- An establishment that contains at least 3 or more pool/billiards tables with a pool table, cues, balls, and racks.
- 

**Amendment to Chapter 36 entitled Zoning under Articles 2, 8, 10, and 11.**

The Purpose of these amendments is to add rage rooms to the list of permitted uses in B-2, M1, and CB zoning classifications as well as including a definition of rage rooms.

**Proposed permitted uses to be added to B-2, M1, and CB:**

- Rage Room

**Proposed Definition of a rage room:**

- A business in which rents out rooms located within their building for stress relief and venting anger in which items are destroyed and disposed of in a safe and cautionary manner.



# TOWN OF ERWIN

P.O. Box 459 • Erwin, NC 28339  
 Ph: 910-897-5140 • Fax: 910-897-5543  
 www.erwin-nc.org

2/19/2024

## ZT-2024-002 Memorandum

**Mayor**  
 Randy L. Baker  
**Mayor Pro Tem**  
 Ricky W. Blackmon  
**Commissioners**  
 Alvester L. McKoy  
 Timothy D. Marbell  
 Charles L. Byrd  
 David L. Nelson  
 William R. Turnage

### Rezoning Description

The Town of Erwin Staff wishes to request to rezone ten (10) parcels located off of Moulton Springs Rd and S 13<sup>th</sup> St for the purpose of correcting split zoned parcels and four (4) incorrectly zoned parcels to be entirely under the zoning classification in which is currently being primarily used. Said parcels are as followed...

- 308 Moulton Springs Rd – **Rezone to full R-10**
- HC Tax Pin 0597-51-6406 – **Rezone to full R-10**
- 309 Moulton Springs Rd – **Rezone to full R-6**
- HC Tax Pin 0597-51-7232 - **Rezone to full R-6**
- 305 Moulton Springs Rd – **Rezone to full R-6**
- 203 Moulton Springs Rd – **Rezone to full R-6**
- 825 S 13<sup>th</sup> St – **Rezone to full R-10**
- 808 S 13<sup>th</sup> St – **Rezone to full B-2**
- 814 S 13<sup>th</sup> St – **Rezone to full R-6**
- HC Tax Pin 0597-50-9969- **Rezone to full B-2**
- HC Tax Pin 0597-50-9874- **Rezone to full B-2**
- 812 S 13<sup>th</sup> St – **Rezone to full R-6**
- 201 Moulton Springs Rd- **Rezone to full R-6**
- 106 Ennis St- **Rezone to full R-10**

### Property Description

- 308 Moulton Springs Rd
  - Home on Property, no change to home owner except increase in dimensional requirements.
  - R-10: 1.77 Acres, 84%
  - R-6: .33 Acres, 16%
  - **Rezone to full R-10**
- HC Tax Pin 0597-51-6406

- No home on Property, only accessory structures for 302 Moulton Springs, no change to home owner except increase in dimensional requirements.
- R-10 .55 Acres, 69%
- R-6 .25 Acres, 31%
- **Rezone to full R-10**
- 309 Moulton Springs Rd
  - Home on the Property, B-2 zoning would prevent owners from building onto the home.
  - B-2 .23 Acres, 64.43%
  - R-6 .15 Acres, 35.57%
  - **Rezone to full R-6**
- HC Tax Pin 0597-51-7332
  - Too small of a parcel to develop .05 acres.
  - R-6 .04 Acres, 82.33%
  - B-2 .01 Acres, 17.67%
  - **Rezone to full R-6**
- 305 Moulton Springs Rd
  - Homes on property, no change to homeowner.
  - Two Primary Structures on property
  - R-6 1.01 Acres, 70.42%
  - B-2 .42 Acres, 29.58%
  - **Rezone to full R-6**
- 203 Moulton Springs Rd
  - Home on Property B-2 zoning would prevent owners from building onto the home.
  - B-2 .42 Acres, 95.71%
  - R-6 .02 Acres. 11.9%
  - **Rezone to full R-6**
- 825 S 13<sup>th</sup> St
  - Home on Property, no change to homeowner, would only increase dimensional requirements.
  - R-10 3.19 Acres, 94.87%
  - B-2 .0 Acres, .12%
  - R-6 .17 Acres, 5.01%
  - **Rezone to full R-10**
- 808 S 13<sup>th</sup> St
  - Business location- The Gettin' Place, No change to owner
  - B-2 .42 Acres, 95.71%
  - R-6 .02 Acres, 4.29%
  - **Rezone to Full B-2**
- HC Tax Pin 0597-50-9969
  - Business on property
  - R-10: .28 Acres, 27.94%

- B-2: .73 Acres, 72.06%
- **Rezone to full B-2**
- HC Tax Pin 0597-50-9874
  - Business on Property
  - B-2: .03 Acres, 6.57%
  - R-6: .37 Acres, 93.43%
  - **Rezone to full B-2**
- 814 S 13<sup>th</sup> St
  - B-2 zoned while a SFD currently occupies the property
  - Parcel too small to develop
  - **Rezone to full R-6**
- 812 S 13<sup>th</sup> St
  - B-2 zoned while a SFD currently occupies the property
  - Parcel too small to develop
  - **Rezone to full R-6**
- 201 Moulton Springs Rd
  - B-2 zoned while a SFD currently occupies the property
  - **Rezone to full R-6**
- 106 Ennis St
  - B-2 zoned while a SFD currently occupies the property
  - **Rezone to full R-10**

### **Findings of Fact**

Surrounding Land Uses: The surrounding land uses for all of the 14 parcels are as followed

- Conservation to the West
- B-2 to the East / North East
- R-10 to the North and South
- R-6 to the East
- 

The requested rezoning from being split zoned is compatible with all of the Town of Erwin's regulatory documents. According to Erwin's 2023 Land Use Plan and Erwin's Code of Ordinances the uses defined within the mixed use classification would best serve the above stated parcels. It is recommended that this rezoning request be **Approved**.

Regards,

Dylan Eure  
Town Planner



**REZONING MAP REQUEST  
STAFF REPORT**

Case: ZT-2024-002

Dylan Eure, Town Planner

deure@erwin-nc.org

Phone: (910) 591-4201 Fax: (910) 897-5543

Planning Board: 2/19/2024

Town Commissioners: 9/5/2024

The Town of Erwin Staff wishes to request to rezone eight (10) parcels located off of Moulton Springs Rd and S 13<sup>th</sup> St to correct split zoned parcels and four (4) incorrectly zoned parcels to be entirely under the zoning classification in which is currently being primarily used. Said parcels are as followed...

- 308 Moulton Springs Rd – **Rezone to full R-10**
- HC Tax Pin 0597-51-6406 – **Rezone to full R-10**
- 309 Moulton Springs Rd – **Rezone to full R-6**
- HC Tax Pin 0597-51-7232 - **Rezone to full R-6**
- 305 Moulton Springs Rd – **Rezone to full R-6**
- 203 Moulton Springs Rd – **Rezone to full R-6**
- 825 S 13<sup>th</sup> St – **Rezone to full R-10**
- 808 S 13<sup>th</sup> St – **Rezone to full B-2**
- 814 S 13<sup>th</sup> St – **Rezone to full R-6**
- HC Tax Pin 0597-50-9969- **Rezone to full B-2**
- HC Tax Pin 0597-50-9874- **Rezone to full B-2**
- 812 S 13<sup>th</sup> St – **Rezone to full R-6**
- 201 Moulton Springs Rd- **Rezone to full R-6**
- 106 Ennis St- **Rezone to full R-10**

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**Applicant Information**

**Owners of Record:**

Name: Kimber Group  
 Address: 308 Moulton Springs / Mailing  
Address PO Box 181  
 City/State/Zip: Erwin, NC 28339

Name: Margaret Bradshaw  
 Address: HC Tax Pin 0597-51-6406 / Mailing  
Address 302 Moulton Springs  
 City/State/Zip: Erwin, NC 28339

Name: Linda Lou Westbrook  
Address: 309 Moulton Springs  
City/State/Zip: Erwin, NC 28339

Name: Delauriel Deck Matthews  
Address: HC Tax Pin 0597-51-7232 / Mailing  
Address 305 Moulton Springs  
City/State/Zip: Erwin, NC 28339

Name: Delauriel Deck Matthews  
Address: 305 Moulton Springs  
City/State/Zip: Erwin, NC 28339

Name: Sara Collins Tyndall  
Address: 203 Moulton Springs  
City/State/Zip: Erwin, NC 28339

Name: Dianna Jackson Barefoot  
Address: 825 S 13<sup>th</sup> / Mailing Address 1434  
Neills Creek Rd  
City/State/Zip: Erwin, NC 28339 / Lillington, NC  
27546

Name: Edward Neil Parker  
Address: 808 S 13<sup>th</sup> / Mailing Address 915 S  
13<sup>th</sup>  
City/State/Zip: Erwin, NC 28339

Name: Eller Rental Properties  
Address: 814 S 13<sup>th</sup> / Mailing Address PO Box  
2228  
City/State/Zip: Erwin, NC 28339 / Lillington, NC  
27546

Name: Kimber Group  
Address: HC Tax Pin: 0597-50-9969 / Mailing  
Address PO Box 181  
City/State/Zip: Erwin, NC 28339

Name: Kimber Group  
Address: HC Tax Pin:0597-50-9874 / Mailing  
Address PO Box 181  
City/State/Zip: Erwin, NC 28339

Name: Eller Rental Properties

Address: 812 S 13<sup>th</sup> / Mailing Address PO  
Box 2228  
City/State/Zip: Erwin, NC 28339/ Lillington, NC  
27546

Name: John Henry Williams  
Address: 201 Moulton Springs / Mailing  
Address 100 B Pope St  
City/State/Zip: Erwin, NC 28339

Name: Mason Gordon  
Address: 106 Ennis St / Mailing Address 55  
Pete Mason Dr  
City/State/Zip: Erwin, NC 28339 / Spring Lake, NC  
28390

**Applicant:**

Name: Town of Erwin  
Address: 100 West F St  
City/State/Zip: Erwin, NC 28339

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**Property Description**

- 308 Moulton Springs Rd
  - Home on Property, no change to home owner except increase in dimensional requirements.
  - R-10: 1.77 Acres, 84%
  - R-6: .33 Acres, 16%
  - **Rezone to full R-10**
- HC Tax Pin 0597-51-6406
  - No home on Property, only accessory structures for 302 Moulton Springs, no change to home owner except increase in dimensional requirements.
  - R-10 .55 Acres, 69%
  - R-6 .25 Acres, 31%
  - **Rezone to full R-10**
- 309 Moulton Springs Rd
  - Home on the Property, B-2 zoning would prevent owners from building onto the home.
  - B-2 .23 Acres, 64.43%
  - R-6 .15 Acres, 35.57%
  - **Rezone to full R-6**
- HC Tax Pin 0597-51-7332
  - Too small of a parcel to develop .05 acres.

- R-6 .04 Acres, 82.33%
- B-2 .01 Acres, 17.67%
- **Rezone to full R-6**
- 305 Moulton Springs Rd
  - Homes on property, no change to homeowner.
  - Two Primary Structures on property
  - R-6 1.01 Acres, 70.42%
  - B-2 .42 Acres, 29.58%
  - **Rezone to full R-6**
- 203 Moulton Springs Rd
  - Home on Property B-2 zoning would prevent owners from building onto the home.
  - B-2 .42 Acres, 95.71%
  - R-6 .02 Acres. 11.9%
  - **Rezone to full R-6**
- 825 S 13<sup>th</sup> St
  - Home on Property, no change to homeowner, would only increase dimensional requirements.
  - R-10 3.19 Acres, 94.87%
  - B-2 .0 Acres, .12%
  - R-6 .17 Acres, 5.01%
  - **Rezone to full R-10**
- 808 S 13<sup>th</sup> St
  - Business location- The Gettin' Place, No change to owner
  - B-2 .42 Acres, 95.71%
  - R-6 .02 Acres, 4.29%
  - **Rezone to Full B-2**
- 814 S 13<sup>th</sup> St
  - B-2 zoned while a SFD currently occupies the property
  - Parcel too small to develop
  - **Rezone to full R-6**
- HC Tax Pin 0597-50-9969
  - Business on property
  - R-10: .28 Acres, 27.94%
  - B-2: .73 Acres, 72.06%
  - **Rezone to full B-2**
- HC Tax Pin 0597-50-9874
  - Business on Property
  - B-2: .03 Acres, 6.57%
  - R-6: .37 Acres, 93.43%
  - **Rezone to full B-2**
- 812 S 13<sup>th</sup> St
  - B-2 zoned while a SFD currently occupies the property



- Parcel too small to develop
- **Rezone to full R-6**
- 201 Moulton Springs Rd
  - B-2 zoned while a SFD currently occupies the property
  - **Rezone to full R-6**
- 106 Ennis St
  - B-2 zoned while a SFD currently occupies the property
  - **Rezone to full R-10**

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### Vicinity Map

- See Attached Harnett County GIS Image with zoning districts
- See Attached Harnett County GIS Image without zoning districts

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### Physical Characteristics

#### Site Description:

Total of 14 parcels that are approximately .15 miles or 300 yards of each other. All parcels that are included have access to Harnett County water and sewer lines. According to Harnett GIS there are no wetlands, watersheds, or flood areas within any of the parcels discussed.

Furthermore according to GIS there are no recorded easements through any of the properties. The exact acreage for each of the parcels are as followed.

- 308 Moulton Springs Rd -2.10 acres
- HC Tax Pin 0597-51-6406 - .80 acres
- 309 Moulton Springs Rd - .36 acres
- HC Tax Pin 0597-51-7332 - .05 acres
- 305 Moulton Springs Rd -1.43 acres
- 203 Moulton Springs Rd -.31 acres
- 825 S 13<sup>th</sup> St – 3.36 acres
- 808 S 13<sup>th</sup> St - .44 acres
- 814 S 13<sup>th</sup> St- .06 acres
- HC Tax Pin 0597-50-9969 – 1.01 acres
- HC Tax Pin 0597-50-9874 - .40 acres
- 812 S 13<sup>th</sup> St- .07 acres
- 201 Moulton Springs - .42 acres
- 106 Ennis St- .32 acres

Surrounding Land Uses: The surrounding land uses for all of the 8 parcels are as followed

- Conservation to the West
- B-2 to the East / North East

- R-10 to the North and South
- R-6 to the East

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**Services Available**

- Harnett County Water and Sewer are accessible for all properties.

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**Staff Evaluation**

The Town of Erwin has requested 14 parcels to be rezoned to correct zoning map conformities to align parcels to a single zoning classification in which fits each parcel best based on their current use.

**Staff Evaluation**

Yes  No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community

- **Reasoning:** The rezoning's are compatible with the surrounding community and would not cause any inconvenience to those within the area.

Yes  No The requested zoning district is COMPATIBLE with the existing Land Use Classification.

- **Reasoning:** According to Erwin's current Land Use Plan done in 2023 the properties are assigned to be zoned under mixed use that promotes residential and commercial uses.

Yes  No The proposal does ENHANCE or maintain the public health, safety, and general welfare.

- **Reasoning:** The rezoning would correct zoning nonconformities and ensure that clear uses are defined for the parcels.

Yes  No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness.

- **Reasoning:** This rezoning request includes 12 parcels all within less than .15 of a mile between each other.

<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group. <b>YES</b></p>	<p>Parcels are currently split zoned and by rezoning would ensure that their current uses are permitted.</p>
<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.) <b>YES</b></p>	<p>All parcels are designated under the Erwin 2023 Land use Plan to be either residential or mixed use.</p>
<p>There is a convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change. <b>YES</b></p>	<p>The rezoning's would not alter the character of the neighborhood in anyway. Rezoning's would ensure clarity for owners and not take away rights that they currently have to their land.</p>
<p>The proposed change is in accord with the Land Development Plan and sound planning principles. <b>YES</b></p>	<p>All of the parcels that are included are designated to be mixed in the 2023 Erwin Land Use Plan for the purposes of residential and commercial.</p>

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**Statement of Consistency**

The requested rezoning from being split zoned is compatible with all of the Town of Erwin's regulatory documents. According to Erwin's 2023 Land Use Plan and Erwin's Code of Ordinances the uses defined within the mixed use classification would best serve the above stated parcels. It is recommended that this rezoning's request be **Approved**.

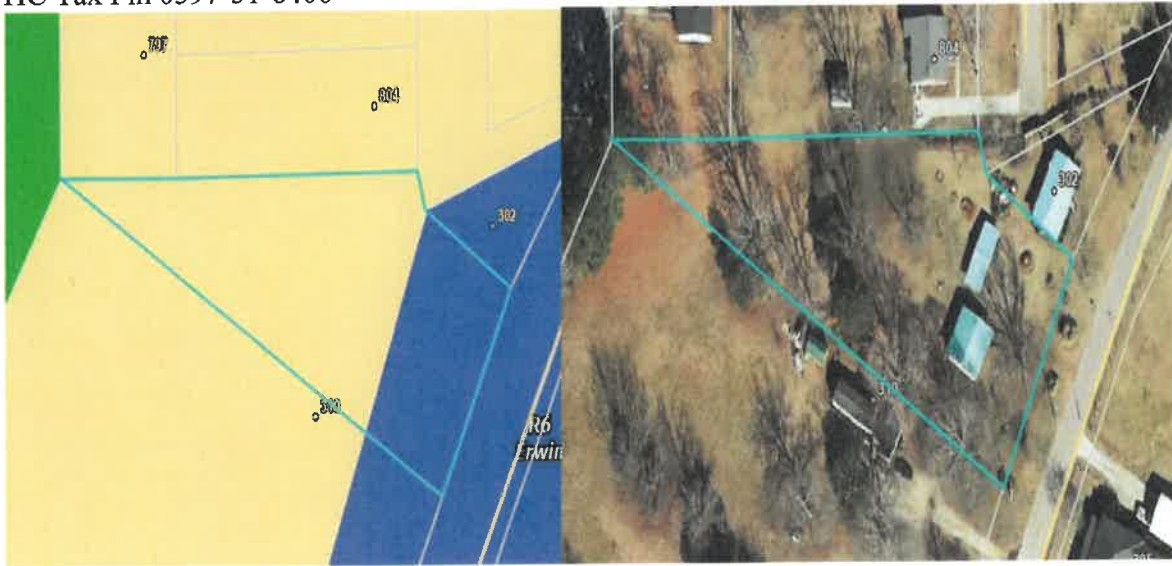
**Attachments:**

- ZT-2024-002 Application
- ZT-2024-002 Memo
- Harnett County GIS Image with zoning districts
- Harnett County GIS Image without zoning districts
- Adjacent property owner sheets
- Public notice letter sent to adjacent property owners

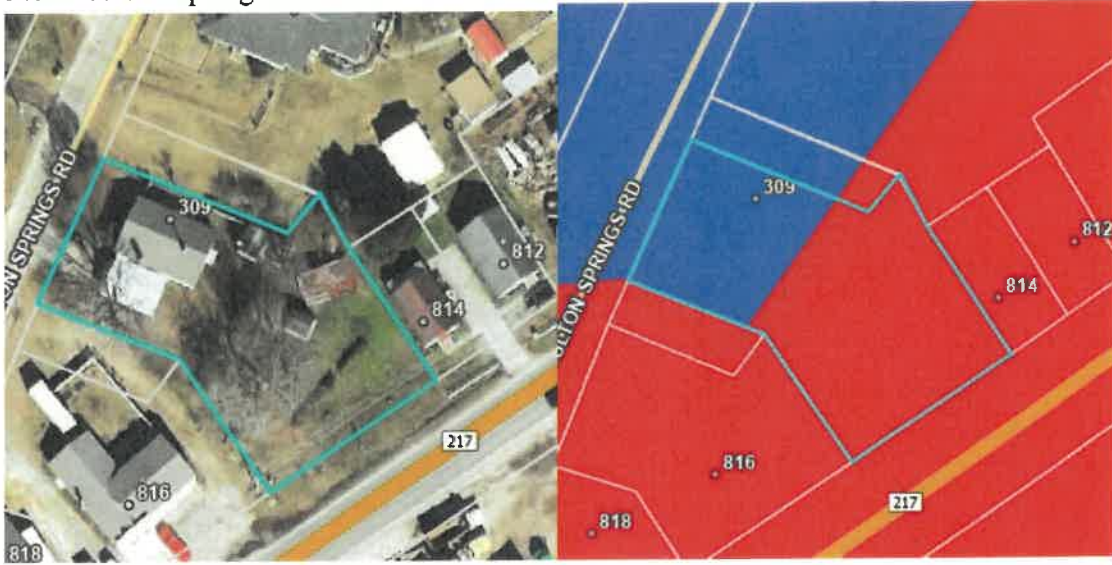
308 Moulton Springs



HC Tax Pin 0597-51-6406



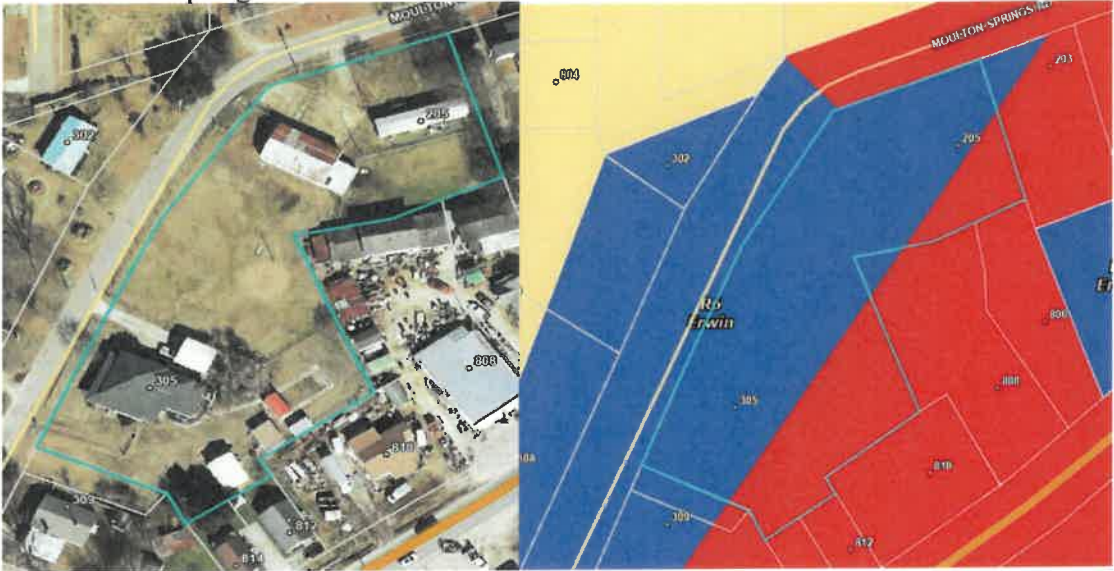
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HC Tax Pin 0597-51-7232



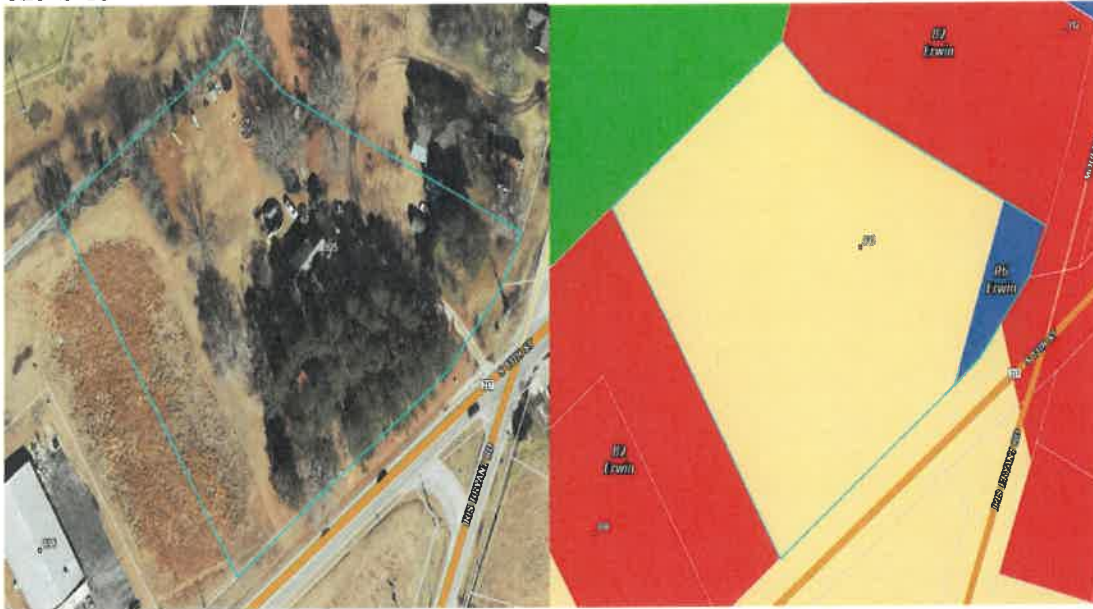
305 Moulton Springs



203 Moulton Springs



825 S 13<sup>th</sup>



808 S 13<sup>th</sup>



814 S 13<sup>th</sup>

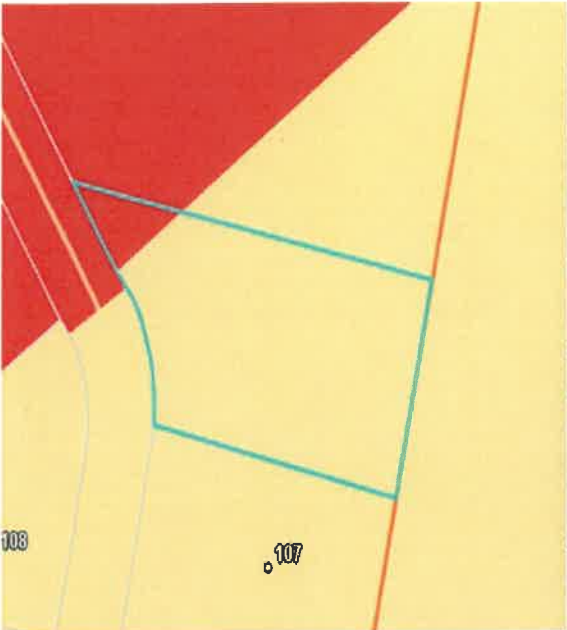


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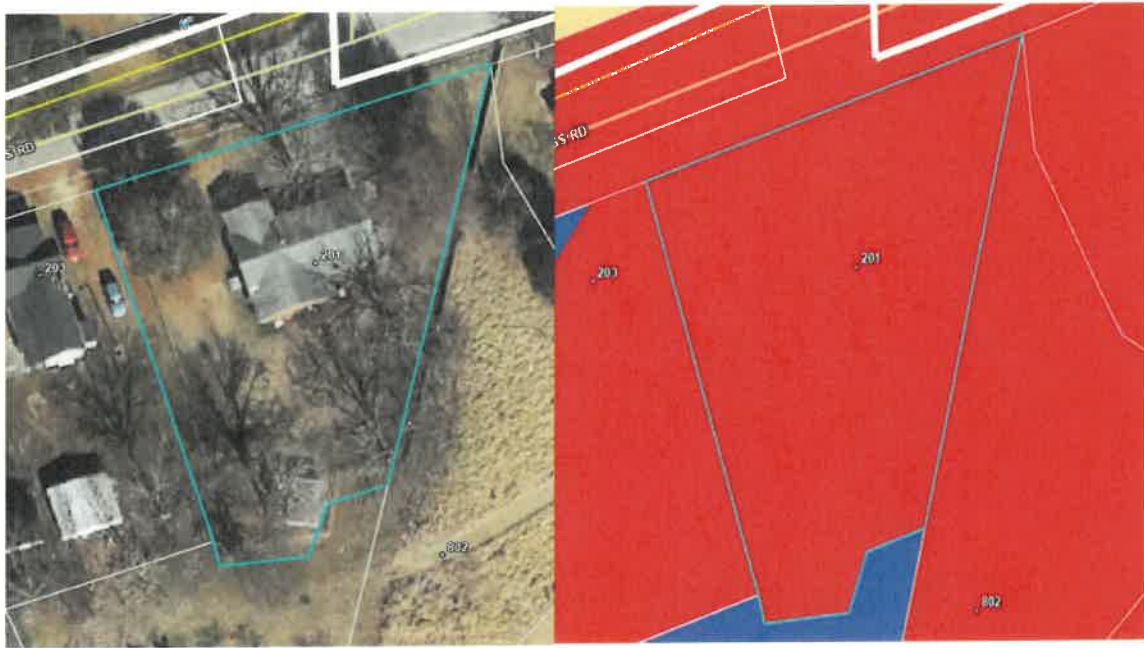
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812 S 13<sup>th</sup>



201 Moulton Springs



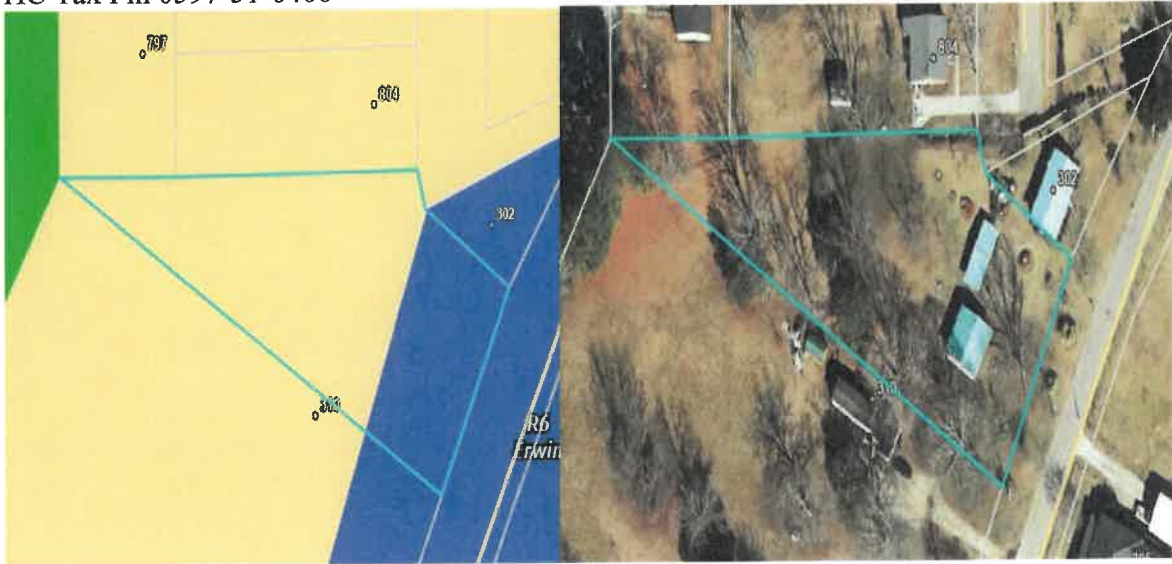
106 Ennis



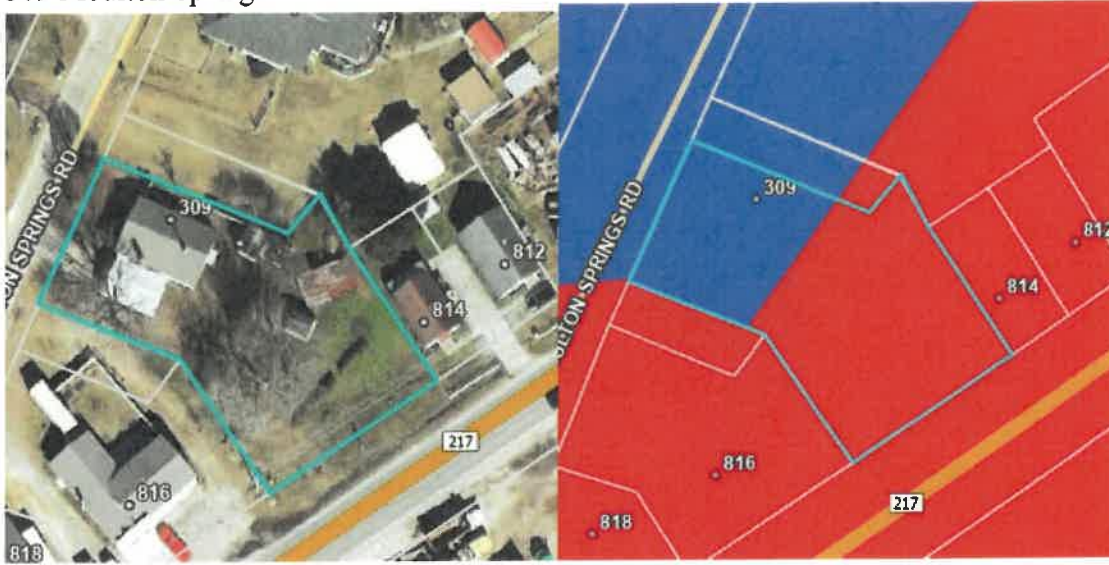
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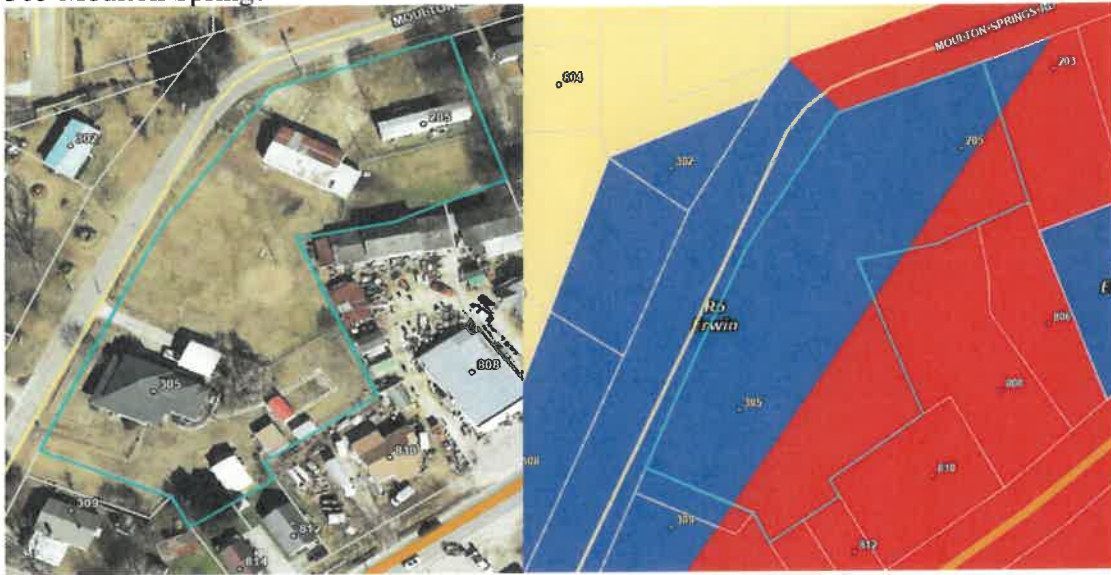
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HC Tax Pin 0597-51-7232



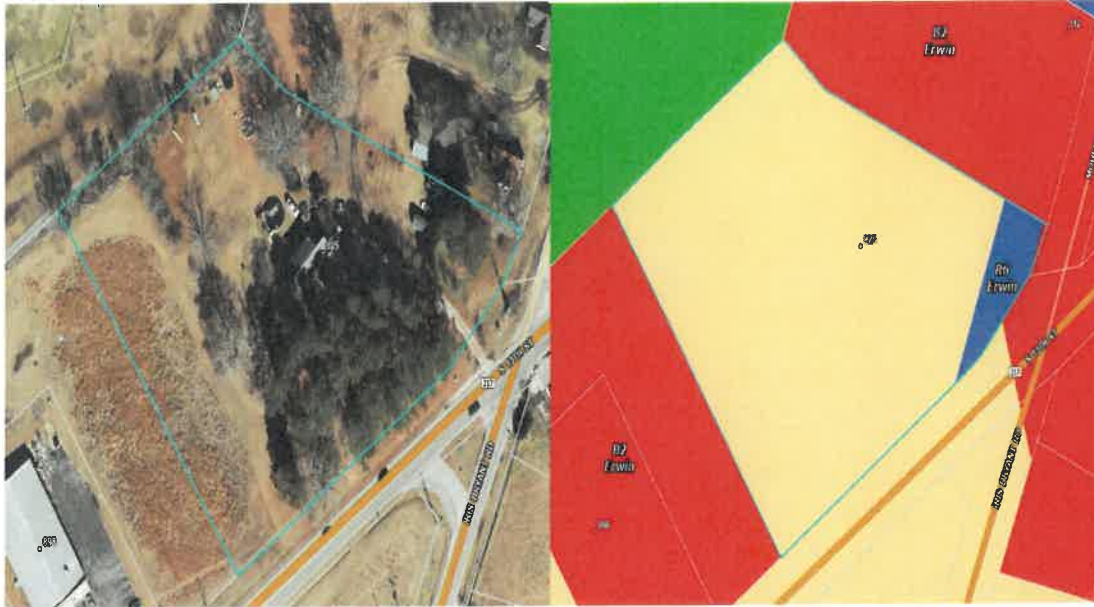
305 Moulton Springs



203 Moulton Springs



825 S 13<sup>th</sup>



808 S 13<sup>th</sup>



814 S 13<sup>th</sup>



HC Tax Pin: 0597-50-9969



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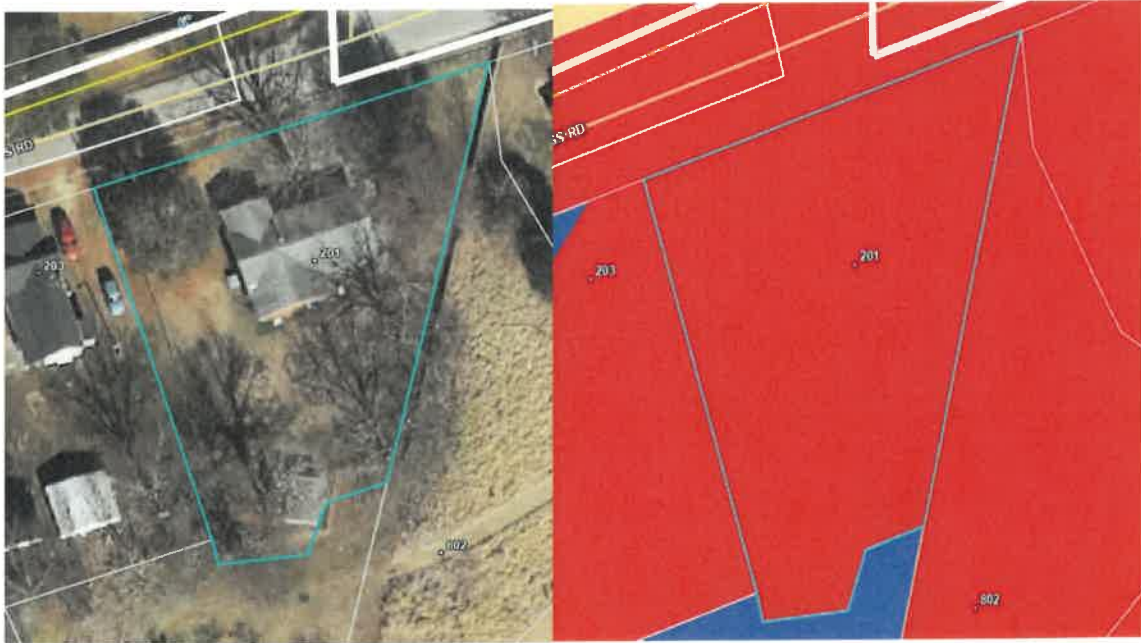


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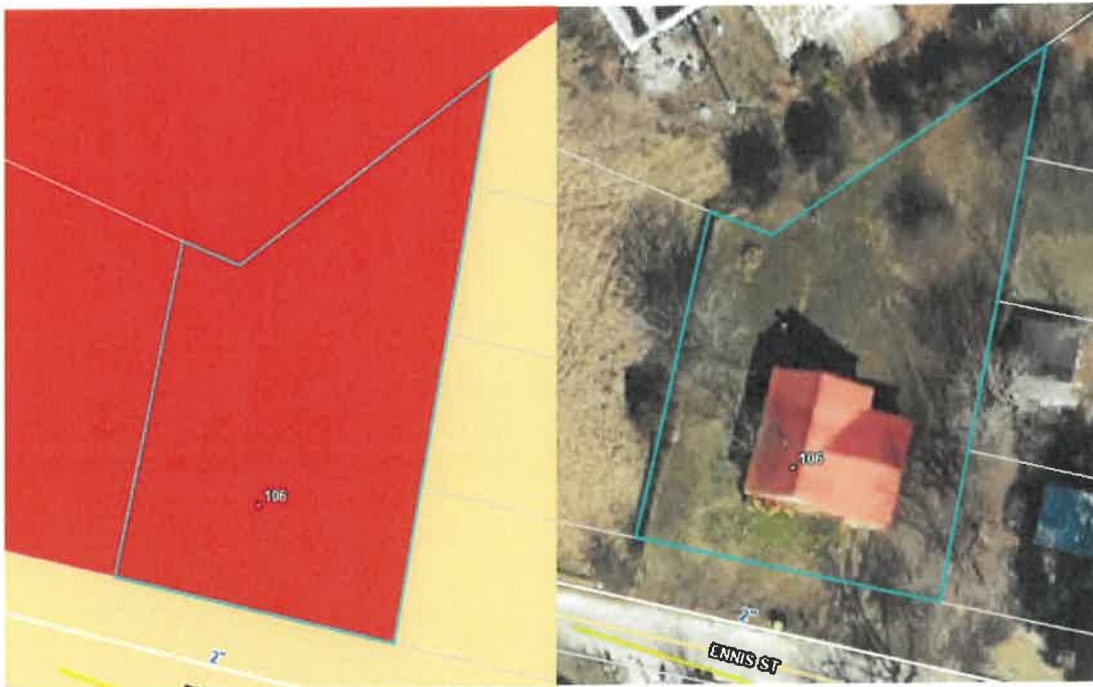




201 Moulton Springs



106 Ennis



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: August 26, 2024

Subject: Voluntary Annexation- Turlington Johnson

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At our regular June Town Board meeting Town Staff presented a voluntary annexation request for four parcels that are non-contiguous. The four parcels are a part of a potential development that includes eight other parcels. The eight other parcels are in our outside our town limits as well but they are within our Extraterritorial Jurisdiction (ETJ). The potential developers would like to have all 12 parcels under the same zoning jurisdiction. The eight parcels that are in our ETJ are located in our Rural District (RD). If we moved forward with the annexation process for the four requested parcels they would be zoned RD. The developers mentioned that once they started the development process they would like to move forward with having the eight other tracts of land in our ETJ annexed to our Town Limits. But that is not a guarantee and we cannot mandate that they request to be voluntary annexed. If they wish to receive town services for the eight parcels in our ETJ they would need to request to have them annexed.

The four parcels are non-contiguous so the process is a little different compared to the process with parcels of land that are contiguous. Deputy Town Clerk Katelan Blount has investigated this request. At our regular August Town Board Meeting the Board adopted a resolution to set the date of the public hearing for our September Town Board Meeting.

## MINUTES CONTINUED FROM AUGUST 26, 2024

### CLOSED SESSION

Commissioner Blackmon made a motion to remove the Closed Session from the agenda and was seconded by Commissioner Byrd. **The Board voted unanimously.**

### GOVERNING COMMENTS

Commissioner Turnage stated with all the rain we have had, 100 East B Street has been flooded. He called Public Works Director Mark Byrd and he appreciated everything he had done to help including running lines down the pipe. The root of a tree in their yard had grown into the pipe and water was being blocked from draining. He asked the Board to go look at the condition of the home. He had met with NCDOT twice about taking the tree down since it was on their right of way but there has not been anything done.

Town Manager Snow Bowden stated that Public Works Director Mark Byrd had contacted NCDOT multiple times about this address.

Commissioner Nelson stated we had a major issue in Erwin. We were becoming a junky town. He rode around Erwin on Sunday and everywhere he looked there was junk and tall grass. He spoke with a lady who even had someone living in a tent in the neighboring yard. He spoke with the Police Department and Code Enforcement Officer Chris Jones who both told him nothing could be done about it. He stated that the Town needed to set an ordinance prohibiting people from living in tents, campers, or storage buildings.

Mayor Baker stated that we may be able to enforce not allowing people to live in tents through minimum housing.

Commissioner Blackmon agreed with Mayor Baker.

Commissioner Nelson stated that the junk cars in people's yards have got to go. He stated Erwin was going to start looking like Sanford and Son. He asked for an update on the development at St Matthews Road.

Town Manager Snow Bowden stated that Harnett County approved to move forward with the water line, but he had not heard any updates since. He stated he would try to get an update for the Board by the September Board Meeting.

Commissioner Byrd stated that he had a conversation with Town Manager Snow Bowden about Womack Drive. He found a culvert and did not understand why it was done that way. Whoever placed the culvert, placed it about a block down the street and all the water dumps onto private property instead of pouring onto HWY 55. It was our responsibility to fix the issue. All the Town would need to do was open the culvert and we have done all we were required to do.

Commissioner Blackmon stated the Town needed to look at demolishing 210 E I Street and 403 East K Street.

Commissioner McKoy stated he echoed Commissioner Blackmon. He was happy to see work being done on K Street.

**MINUTES CONTINUED FROM AUGUST 26, 2024**

Mayor Baker asked Town Engineer Bill Dreitzler to enlighten the Board on the issue with K Street.

Town Engineer Bill Dreitzler informed the Board that the City of Dunn began directional drilling on K Street and did not inform Town Manager Snow Bowden or himself prior to mobilizing. Our consultant was riding by to look at the site and saw the City of Dunn beginning work. Our consultant had requested their engineer's plans to make sure we knew exactly what they were doing so it would not conflict with our work on K Street.

Mayor Baker spoke with Mayor Elmore of Dunn and was informed of their plans. The City of Dunn's permanent solution was to bore underneath the pipe. He was unaware that two blocks were going to be filled for that length of time but Mayor Elmore ensured him that the company went door to door to inform all the residents on the street. He expressed his concern about the blocked access to emergency services while the work was being completed. He discussed the City of Dunn requesting an easement at Chicora for their sewer system. He informed Mayor Elmore that before coming into the Town Limits of Erwin, communication must be there.

Commissioner Nelson expressed his concern for parts of Dunn-Erwin Road being washed out.

Town Manager Snow Bowden stated we had already contacted NCDOT.

Mayor Baker informed the Board of the Grand Opening of the renovated Walmart. They had a sign as you walked in that said "Thank You Erwin." The Board had been invited to attend on Friday, September 13<sup>th</sup> at 9 AM. He thanked Commissioner Nelson for his efforts to find sponsorship for the concert in September.

**ADJOURNMENT**

Commissioner Blackmon made a motion to adjourn at 7:43 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY  
LAUREN EVANS TOWN CLERK**

**ATTEST:**



**Randy Baker**

**Mayor**



**Lauren Evans NCCMC**

**Town Clerk**