

**THE ERWIN BOARD OF COMMISSIONERS  
JUNE 2024 REGULAR MEETING  
THURSDAY, JUNE 6, 2024 @ 7:00 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. CONSENT**

*All items on Consent Agendas are considered routine, to be enacted on one motion without discussion. If a Board member or citizen requests discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.*

- A. Minutes Regular Workshop on April 22, 2024 **(Page 3)**
- B. Minutes Regular Meeting on May 2, 2024 **(Page 8)**

**4. PUBLIC HEARING**

- A. Proposed Fiscal Year 2024-2025 Budget **(Separate Attachment, Page 11)**
- B. Demolition of 301 St Matthews Road **(Page 12)**

**5. NEW BUSINESS**

- A. Voluntary Annexation Request- Turlington-Johnson Land Partners **(Page 19)**
- B. Civic Plus Supplement Subscription **(Page 31)**
- C. Auditor Engagement Letter and Contract **(Page 36)**
- D. DM2 Retainer Contract Extension FY 2024-2025 **(Page 53)**
- E. Harnett County Computer Services Agreement **(Page 57)**
- F. Jet Vac Equipment **(Page 64)**
- G. BOA 2024-08 **(Page 76)**
- H. FAMPO MOU **(Page 78)**
- I. BOA 2024-07 **(Page 103)**
- J. Recreation SCIF Grant **(Page 105)**
- K. Radio Contracts **(Page 109)**

**6. PUBLIC COMMENT**

*Each speaker is asked to limit comments to 3 minutes, and the requested total comment period will be 15 minutes or less. Citizens should sign up prior to the start of the meeting. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on the subject matter brought up during the Public Comment segment. Thank you for your consideration of the Town Board, staff, and other speakers. §160A-81.1*

**7. CLOSED SESSION**

A. Pursuant to General Statute 143-318.11(a) (6) for the Purpose of Discussing Personnel

8. **MANAGER'S REPORT**

9. **ATTORNEY'S REPORT**

10. **ADJOURNMENT**

*\*\*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE TOWN CLERK AT (910) 591-4202 AT LEAST 48 HOURS PRIOR TO THE MEETING.\*\**

**ERWIN BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MINUTES**  
**APRIL 22nd, 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, April 22, 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, Billy Turnage, and David Nelson.

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

Mayor Baker called the meeting to order at 6:01 P.M.

Commissioner McKoy gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Town Manager Snow Bowden requested adding a closed session pursuant to General Statute 143-318.11(a)(6) for the purpose of discussing personnel.

Commissioner Blackmon made a motion to approve the agenda as adjusted which was seconded by Commissioner Nelson. **The Board voted unanimously.**

**NEW BUSINESS**

**Al Woodall Municipal Park- Parking Lot Addition**

Town Manager Snow Bowden presented the submitted bids that were received from Town Engineer Bill Dreitzler for the Al Woodall Municipal Park Parking Lot addition.

Based upon the bids received, Town Engineer Bill Dreitzler recommends selecting Highland Paving Company. The bid submitted by Highland Paving was \$107,026.26. This company has done good work for the Town in the past.

Commissioner Byrd questioned if this would be grading where the old gazebo used to be.

Mayor Baker asked if this included asphalt and striping.

Town Manager Snow Bowden confirmed that this includes grading, asphalt, and curb stops. He stated that the Town staff will have to come back to the Board at a later time in order to get funds authorized to get lights installed.

Commissioner Turnage wanted to clarify that this would not interfere with the ditch that is in place.

Town Manager Snow Bowden confirmed that this is far enough back that it will not interfere.

## **MEETING MINUTES CONTINUED APRIL 22, 2024**

Commissioner Turnage asked how many parking spaces this would add.

Town Manager Snow Bowden stated that this would add 32 additional spaces. This would be the best use of the land space that the Town currently owns.

There was some discussion among the Board regarding property surrounding the park to see if there would be any avenues to gain additional space.

**The consensus of the Board was to place the award for Highland Paving Company LLC under Consent on the agenda for our Regularly Scheduled Meeting in May.**

### **Budget Amendment**

Town Manager Snow Bowden presented a budget amendment to the Board. This amendment was the consensus of the Board at the Special Called Depot Meeting for the amount of up to \$10,000.00. This would be used to have a structural engineer look at the Depot and provide a report. At our May Town Board Meeting, we will have a budget amendment to transfer the funds from the Community Enhancement Fund to the General Fund. There will also be an increase in the Depot Revitalization expenditure line in the Non-Departmental budget. He stated that he believes the total for the report should be approximately \$5000.00, and any remaining funds will be transferred back to the Community Enhancement Fund.

**The consensus of the Board was to place this item under Consent for our Regularly Scheduled Meeting in May.**

### **ZT-2024-002 Split Zone Updates**

Town Planner Dylan Eure presented the updated property values to the Board regarding the rezoning for split zone parcels. The property values would either have no change or would decrease, with the exception of 814 S 13<sup>th</sup> Street and 812 S 13<sup>th</sup> Street. Currently, they're zoned as B2, and they would be rezoned to R6. Currently, they're non-conforming due to the size of the parcels since they're less than 6,000 sqft.

The Board viewed GIS to see the current zoning for these properties and the surrounding properties.

Mayor Baker stated that he thought it was unusual how it happened that the tax value would increase on those two properties. Typically the higher, more intensive use is the higher rate.

Commissioner Blackmon asked if the Land Use Plan for that main thoroughfare is listed as Commercial, and if that was the case, why would the Town be rezoning this as residential.

Mayor Baker asked to see a copy of the Land Use Plan, as it should be a guiding document.

The Board viewed both the existing Land Use map and the future map, which calls for commercial/mixed use for that area.

Mayor Baker explained that Town Planner Dylan Eure has reached out and spoken to the homeowners and hasn't had any negative feedback or against the rezoning, with the exception of one resident who was confused about the rezoning. Overall the impact would be beneficial for the residents in that area.



**MEETING MINUTES CONTINUED APRIL 22, 2024**

**The consensus of the Board was to move forward with scheduling the Public Hearing in the future.**

**Accessory Dwelling Unit Amendment**

Town Planner Dylan Eure presented the benchmarking data for ADUs within other Harnett County municipalities.

Commissioner Byrd asked if this was for the purpose of another dwelling that someone could live in.

Town Planner Dylan Eure confirmed this.

Mayor Baker thanked Town Planner Dylan Eure for gathering and presenting this information. He stated that he spoke with the Mayors from both Coats and Dunn, and asked if they had seen any impact on their Towns, either positive or negative. They stated that where they do allow them, they have not seen a lot of utilization. He stated that he had some concerns about having a 10 ft separation between the principal structure and the ADU. Mayor Baker stated that he wonders if the better option would be to subdivide that lot.

Town Planner Dylan Eure explained that they would not meet the rear or side setbacks, and would require multiple hardship variances.

Mayor Baker expressed that he has reservations on R6 being an adequate zoning area to allow ADU due to the lot sizes.

Commissioner Blackmon expressed some concern with the minimum housing requirements and the process to make some of these buildings habitable.

**The consensus of the Board was to place this item on the agenda for our Regularly Scheduled Meeting in May.**

**Penalty Text Amendment**

Town Planner Dylan Eure presented this text amendment to the Board. This was just a revisit of the amendment with a specific compliance schedule. Other verbiage in the amendment had not changed.

Commissioner Blackmon asked if Town Attorney Tim Morris had reviewed this amendment.

Town Attorney Tim Morris stated he had, and had no issues with it.

**The consensus of the Board was to place this item on the Agenda for a Public Hearing at the Regularly Scheduled Board Meeting in May.**

**Multi-Family and Duplex- RMV**

Town Planner Dylan Eure presented this amendment to allow duplexes and multi-family units within the RMV. It is already a special use within the DMV district. He stated that he has had some calls from new

## MEETING MINUTES CONTINUED APRIL 22, 2024

property owners, especially along 17<sup>th</sup> Street, regarding how they would be able to flip these properties and turn them into rental properties.

**The consensus of the Board was to place this item on the agenda for a future meeting.**

### **Outdoor Storage Amendment**

Town Manager Dylan Eure presented this amendment that would add additional regulations for outdoor storage. This has been through the Planning Board and this is the final, approved version through them.

Mayor Baker asked how this would affect businesses such as Lowe's Home Improvement. They have items for sale such as mulch, mowers, etc.

Town Planner Dylan Eure stated that they're considered to be grandfathered, because they're already in place.

Mayor Baker asked what would happen if a business of that same type came to Erwin, and how that would affect them. Lawnmowers, trailers, etc.

Commissioner Blackmon stated that we could possibly amend this to include that type of items for sale, as well as seasonal items like mulch.

Mayor Baker wanted to ensure that we apply the ordinance fairly across the board. There are some businesses where outdoor storage of some items is part of the business model, like Lowe's or Home Depot.

Town Attorney Tim Morris mentioned that Lowe's is set back from the road, as well as selling new items rather than used items.

Mayor Baker said we could look into using setbacks to develop the standards for this ordinance.

Commissioner Blackmon stated that we could possibly stipulate items that are meant to be used for outdoors, such as grills, mowers, etc.

**The consensus of the Board was to have Town Staff rework this amendment to address specific cases like those discussed.**

### **FAMPO Update**

Town Manager Snow Bowden spoke to the Board regarding an MOU from FAMPO. He stated that he is hoping to have something to present at the June Workshop.

### **Closed Session**

Commissioner McKoy made a motion to go into closed session pursuant to General Statute 143-318.11(a)(6) for the purpose of discussing personnel. The motion was seconded by Commissioner Nelson and was unanimously approved. The Board went into Closed Session at 1847.

The Board reconvened at 1856.

**MEETING MINUTES CONTINUED APRIL 22, 2024**

**GOVERNING COMMENTS**

Commissioner McKoy stated that he appreciated the Police Department and K9 Clint, and all their work, specifically the recent bust they made. He also spoke of Glenn Phelps, who recently passed away.

Commissioner Nelson said that he has noticed an issue on St. Matthews Road. Every time he's on that road, there are people running the 3- and 4-way stops. Mayor Baker said that he has seen an increase in police activity in the area because of this.

Mayor Baker stated that he and Town Manager Snow Bowden did meet with Si Harrington regarding the Erwin Depot. Mr. Harrington has proposed a few things. If the Depot has to come down, he has heard that the Mobile Home supply store downtown is coming up for sale and said that may be an option. Another option was the old bank building, due to its historical significance. They took a walk through the building to show all the issues that the building has and spoke about what would be best; renovating and repairing, or utilizing pieces such as doors in a new building.

**ADJOURNMENT**

Commissioner Nelson made a motion to adjourn at 7:14 P.M. and was seconded by Commissioner Byrd. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY  
KATELAN BLOUNT DEPUTY CLERK**

**ATTEST:**

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**Randy Baker**  
**Mayor**

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**Katelan Blount**  
**Deputy Clerk**

**ERWIN BOARD OF COMMISSIONERS**

**REGULAR MINUTES**

**MAY 2, 2024**

**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Baker presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, May 2, 2024, at 7:00 P.M. in Erwin, North Carolina.

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

Board Member Billy Turnage was absent.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, Deputy Clerk Katelan Blount, Town Planner Dylan Eure, Code Enforcement Officer Chris Jones, and Police Chief Jonathan Johnson were present.

Mayor Baker called the meeting to order at 7:00 PM.

Commissioner McKoy had a moment of silence for the Mecklenburg County Officers who had fallen in the line of duty, then gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

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

**CONSENT**

Commissioner Blackmon made a motion to approve **(ITEM A)** Minutes of Budget Workshop on March 21, 2024 **(ITEM B)** Minutes of Regular Workshop on March 25, 2024 **(ITEM C)** Minutes of Regular Meeting on April 4, 2024 **(ITEM D)** Minutes of Special Called Meeting on April 8, 2024 **(ITEM E)** Al Woodall Municipal Park- Parking Lot Addition **(ITEM F)** BOA-2024-06. The motion was seconded by Commissioner Byrd. **The Board voted unanimously.**

**PUBLIC HEARING**

**Penalty Text Amendment**

Commissioner Blackmon made a motion to open the Public Hearing and was seconded by Commissioner McKoy. **The Board voted unanimously.**

Town Planner Dylan Eure came forward and informed the Board that the Town Staff has been working on an Amendment to Town Ordinances for Penalty Text, including compliance schedules and varying penalty fees.

Mayor Baker asked the Board if there were any questions.

The Board had none.

Mayor Baker asked if anyone was present to speak in favor of or in opposition of the request.

## MINUTES CONTINUED FROM MAY 2, 2024

No one came forward.

Commissioner Blackmon made a motion to close the Public Hearing and was seconded by Commissioner Nelson. **The Board voted unanimously.**

Commissioner Blackmon made a motion to approve the Penalty Text Amendment, ORD 2023-2024:008 which was seconded by Commissioner Byrd. **The Board voted unanimously.**

## OLD BUSINESS

### **Accessory Dwelling Unit Text Amendment**

Mayor Baker stated that the Board had already held a Public Hearing regarding this text amendment.

Town Planner Dylan Eure was present to answer any questions the Board may have. There were none.

Commissioner Blackmon made a motion to deny the Accessory Dwelling Unit Text Amendment, which was seconded by Commissioner Byrd. **The Board voted unanimously.**

## PUBLIC COMMENT

Mr. Pat Marshall of 164 Don Ron Road, Erwin, spoke to the Board regarding his neighbor. He stated that in the last 6-8 months, the neighbors have had three drug raids, and multiple arrests. He stated that there was another raid that same day, May 2<sup>nd</sup>. He was concerned about the safety of the situation, and is concerned that continued issues may lead to possible escalation, up to shooting, in the future. He stated that he would like assistance to ensure that his neighborhood stays a safe environment.

Commissioner Byrd asked what Mr. Marshall would like the Town to do.

Town Manager Snow Bowden stated that in addition to the Police Department activity, our Code Enforcement Officer has been reviewing minimum housing for the property.

Mr. Dwight Sheppard of 606 McKay Street, Erwin, spoke to the Board. He stated that he would like to compliment Mayor Baker and the Board on how well run the Town Meetings are. He stated that it is a compliment to the Town of Erwin, and residents should be proud of the Board and the work they do.

The Board thanked Mr. Sheppard.

## MANAGER'S REPORT

Town Manager Snow Bowden informed the Board:

- The work on the Community Building has been going on for about 2 weeks. Plumbing inspections are scheduled, and the flooring should be going in soon.
- He had received a written report from the structural engineer regarding the Depot. There were some questions that he was waiting for via email. He is also awaiting cost estimates. Once that is received, he hopes to schedule a workshop and invite the Board and Erwin Historical Society. He noted that the Town will follow all NCGS regarding special called meeting notices.
- He is still working on the proposed FY2-25 Budget. He stated he would like to have another Budget Workshop prior to the presentation of the Budget at the Public Meeting on June 6<sup>th</sup>.
- He stated that he was still waiting on the Letter of Intent to Fund from the State for the Storm water Grant.
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**MINUTES CONTINUED FROM MAY 2, 2024**

- He is waiting to hear back from the State regarding the scope of work that was submitted for the Park project.
- Code Enforcement Officer Chris Jones has sent out multiple letters recently regarding tall grass and weeds. As a reminder, the Town must give property owners a certain amount of days to address the issue.
- Town Staff was under the impression there was a conditional use permit for the Gettin' Place for outdoor storage. After further investigation, it appears that a conditional use permit is for propane. Staff has sent a violation letter, and will continue to do so to pursue this. Town Staff wants to ensure there is proper documentation for these violations.
- A company should be in Town in May to repair the damage on West E Street. This damage was from the company that was installing fiber for Cloudwyze.
- To the best of his knowledge, everything is still on track for the water and sewer installation down St. Matthews Road with the grant that was transferred to Harnett Regional Water.
- Erwin Area Chamber of Commerce will have the Touch a Truck on Saturday, May 11 from 11 am – 4 pm at the Central Carolina Industrial Park parking lot.
- The surplus vehicles that the Town sold on GovDeals brought in a total of \$17201.00. While this was lower than expected, some of these vehicles were not in the best shape, and the used car market is not what it was a few years ago.
- Town Engineer Bill Dreitzler submitted a grant application to the North Carolina Department of Environmental Quality for the Spring 2024 round of funding. We're hoping to get funding to help complete phase 2 of the East Erwin drainage project, which would help Prince Street and St. Matthews.
- Town Engineer Bill Dreitzler also sent recommendations for the improvements for I Street drainage issues, which we will discuss at the next workshop.

**ATTORNEY'S REPORT**

Town Attorney Tim Morris thanked the Board for allowing him to be their Town Attorney.

**ADJOURNMENT**

Commissioner Blackmon made a motion to adjourn at 7:17 P.M. and was seconded by Commissioner Nelson. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY  
KATELAN BLOUNT DEPUTY CLERK**

**ATTEST:**

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**Randy Baker**  
Mayor

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**Katelan Blount**  
Deputy Clerk

# Public Notice

## Budget Public Hearing

The Proposed Fiscal Year 2024-2025 Budget for the Town of Erwin has been presented to the Board of Commissioners and is available for public inspection in the office of the Town Clerk at Erwin Town Hall from 8:00 a.m. to 5:00 p.m. Weekdays. Questions can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at [townmanager@erwin-nc.org](mailto:townmanager@erwin-nc.org).

- The Town of Erwin Board of Commissioners will hold a Public Hearing on the Proposed 2024-2025 Budget and Proposed 2024-2025 Storm Water Fees on Thursday, June 6, 2024, at 7 p.m. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339 to receive comments. 11

The Public is encouraged to attend.

5/24/2024

# 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: June 6th, 2024

Subject: Demolition of 301 Matthews Road Memo

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The Town of Erwin has properly and legally advertised a public hearing for this request. The structure at 301 St. Matthews was condemned by the Harnett County Building Inspector. Town Staff followed all North Carolina general statutes that involve a parcel with no clear ownership. There was an order to have this structure demolished on February 12th, 2024. The 90-day window has since expired to have this structure demolished. Town Staff is requesting that this ordinance be adopted so we can get bids to present at our August Town Board meeting to have this structure demolished. If this ordinance is adopted we will post a signed copy of the ordinance on the structure at 301 St. Matthews Road tomorrow.





# TOWN OF ERWIN

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

6/6/2024

## **301 St. Rd Matthews Demolition 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

Pursuant to the Condemned Structure Hearing held on February 12<sup>th</sup>, 2024 at 10:00 AM condemning 301 St. Matthews Rd (HC Pin #1507-32-9623) which was conducted in accordance with NC GS 160D-1121, with the intent of finding the best path of correction for the residence. During said hearing, the Erwin Building Code Inspector came to the conclusion that the best path for correcting the structure is demolition due to the building being unsafe and a risk to life as required by NC GS 160D-1122. During the hearing no legal owner to the property was present nor has any appeal for the condemnation been filed with the Town of Erwin during the period of appeals. The only representative in relation to the property of which was present was a Ms. Selena Mounts Quinn, who was no legal ownership of said property and is a relative of the previous owner. Since the condemnation and order for demolition any legal owners of said property has had 90 days to comply and demolish said residence/structure, but has failed to comply with the order of demolition.

Therefore, pursuant to North Carolina General Statutes it is the recommendation of the Town of Erwin that the ordinance to demolish the structure located at 301 St. Matthews Rd (HC Pin #1507-32-9623) be approved.

Regards,

Dylan Eure,  
Town Planner



# TOWN OF ERWIN

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

**AN ORDINANCE DIRECTING THE TOWN MANAGER TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED**

ORD 2023-2024: 009

**WHEREAS**, the Town Commissioners of the Town of Erwin find that the structure described herein is unfit for human habitation and therefore condemned under the NC State Building Code and NC General Statute 106D-1119 and that all of the procedures associated with said actions have been complied with; and

**WHEREAS**, this dwelling should be removed or demolished as directed by the Town Manager and should be placarded by placing thereon a notice prohibiting use for human habitation; and

**WHEREAS**, the owner of this structure has been given a reasonable opportunity to demolish the structure in accordance with NCGS 160D-1121 pursuant to an order issued by the Building Code Administrator on February 12, 2024, and the owner has failed to comply with the Order;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Erwin, that:

Section 1. The owner of such building(s), dwelling(s) and premises was hereby ordered to vacate any occupants and/or personal property therein on or before May 13, 2024.

Section 2. The Code Administrator is hereby authorized and directed to place placards containing the legend:

"This building is unfit for human habitation. The use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address:

**301 St Matthews Road, Erwin, North Carolina (PIN # 1507-32-9623.000)**

Section 3. The Town Manager is hereby authorized and directed to proceed to remove or demolish the above-described structure in accordance with the order to the owner thereof dated the 13<sup>h</sup> day of May 2024, in accordance with NCGS 160D-1125;

Section 4. (a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 11 of NCGS Chapter 160D;

(b) Upon completion of the required removal or demolition, the Town Manager shall sell the materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Town Manager shall certify the remaining balance to the Tax collector. If a surplus remains after the sale of the materials and satisfaction of the cost of removal or demolition, the Town Manager shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by NCGS 160D-1125;

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. This Ordinance shall become effective upon its adoption.

**ADOPTED this 6<sup>th</sup> day of June, 2024.**

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Randy L. Baker, Mayor

**ATTEST:**

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Katelan Blount, Deputy Town Clerk



# TOWN OF ERWIN

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

5/13/2024

## Notice of a Public Hearing

**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

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on June 6<sup>th</sup>, 2024 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to discuss the demolition of a residence.

The proposed demolition is for the following parcel:

- 301 St Matthews Rd

A copy of this case is available for review at the Erwin Town Hall. Questions concerning this case can be addressed to the Town Planner Dylan Eure at 910-591-4201 or by email at [deure@erwin-nc.org](mailto:deure@erwin-nc.org)

Regards,

Dylan Eure  
Town Planner

**John Mounts**  
C/O SELINA MOUNTS QUINN 117 KIRKLAND PL  
RAEFORD, NC 28376-5919

**Michael Jackson Sr**  
309 ST MATTHEWS ERWIN, NC 28339-0000

**James and Dorothy Pope**  
215 ST MATTHEW RD ERWIN, NC 28339-0000

**Carl Davis**  
100A POPE ST ERWIN, NC 28339-2414

**Sybil Pope**  
2275 BIG LANDING DR LITTLE RIVER, SC 29566-9129

**Miles Temple Richardson**  
4704 W NC 54 CHAPEL HILL, NC 27516-9747

**Peggy Pope**  
1270 ALDERMAN MILL RD DUNN, NC 28334-1606

# NOTICE OF PUBLIC HEARING

The Town of Erwin Board of Commissioners will conduct a Public Hearing on the following item pursuant to NC General Statute 160D-406, on Thursday, June 6, 2024, at 7:00 P.M. in the Erwin Municipal Building Board Room located at 100 West F Street, Erwin, NC 28339. Questions can be addressed to the Town Planner Dylan Eure at 910-591-4201 or by email at [deure@erwin-nc.org](mailto:deure@erwin-nc.org).

- Adoption of Ordinance ordering Demolition of the Property at 301 St Matthews Road. Harnett County Tax PIN 1507-32-9623.000.

This case is available for review at the Erwin Town Hall. All persons desiring to be heard either for or against the proposed item set forth above are requested to be present at the above-mentioned time and place.

5/17,24/2024

# 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: June 6th, 2024

Subject: Voluntary Annexation Request Memo- Turlington-Johnson Land Partners

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The Town of Erwin has received a voluntary annexation request for four parcels that are just outside of our Planning Zone (ETJ). The four parcels are listed below:

- Turlington-Johnson Land Partners 0588-82-0344.000
- Turlington-Johnson Land Partners 0588-82-5111.000
- Turlington-Johnson Land Partners 0588-82-7366.000
- Turlington-Johnson Land Partners 0588-81-3955.000

From all of our conversations with the potential developer of these parcels is that they are content with the Rural District (RD) Zoning District. The developer is looking at seven other parcels in the vicinity that are already in our ETJ .

This request to the Town is the first step in this process. If this is something that you want to consider you will need to instruct our Deputy Town Clerk Katelan Blount to look into the feasibility of this request. If directed she will have an update at our August Town Board meeting.

**State of North Carolina  
 County of Harnett  
 Town of Erwin**

**Irrevocable Petition Requesting a Non-Contiguous Annexation**

To: The Mayor and Board of Commissioners of the Town of Erwin

1. We, the undersigned owners of real property, respectfully request that the area described in Paragraph 2 below be annexed to the Town of Erwin.
2. The area to be annexed is noncontiguous to the Town of Erwin. The boundaries of such territory are as follows:  
  
(Attach Metes and Bounds Description of Boundaries)
3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Erwin.
4. The nearest point on the area proposed for annexation is 1 miles from the primary corporate limits of the Town of Erwin.
5. No point on the area proposed for annexation is closer to the primary corporate limit of any other city than to the primary corporate limits of Erwin.
2. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name	Address	Do you declare vested rights? Indicate yes or no	Signature
Turlington-Johnson Land Partners 28335	P.O. Box 1027, Dunn, NC		<i>Stuart Turlington</i> DocuSigned by: 9B5A2F025BC247C...
Stuart Turlington		YES	<i>Joseph Johnson</i> DocuSigned by: 1419A06FCEB5404...
Joseph P Johnson		YES	<i>Edward Johnson</i> DocuSigned by: 1419A06FCEB5404...
Edward L. Johnson		YES	





2006007161

HARNETT COUNTY TAX ID#

07-0588-0007

424-06BY SCS

FOR REGISTRATION REGISTER OF DEEDS  
KIMBERLY S. HARGROVE  
HARNETT COUNTY, NC  
2006 APR 24 01:51:17 PM  
BK:2216 PG:988-992 FEE:\$23.00  
NC REV STAMP:\$413.00  
INSTRUMENT # 2006007161

Excise Tax \$413.00 Recording Time, Book and Page

Parcel ID No. 07-0588-0007 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Mail/Box to: Joseph L. Tart, P.A., 904-B West Broad Street, Dunn, NC 28334

This instrument was prepared by: Joseph L. Tart, Attorney at Law

Brief description for the Index

**NORTH CAROLINA GENERAL WARRANTY DEED**

This deed made this 21<sup>st</sup> day of April, 2006 by and between:

<p><b>GRANTOR:</b></p> <p><b>H&amp;S LAND, LLC</b></p> <p><b>P.O. Box 8159</b> <b>Wilson, North Carolina 27893</b></p>	<p><b>GRANTEE:</b></p> <p><b>TURLINGTON-JOHNSON LAND PARTNERS</b></p> <p><b>P.O. Box 1027</b> <b>Dunn, North Carolina 28335</b></p>
--	---

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.

WITNESSETH: that the Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents doth grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated near the City of \_\_\_\_\_, Grove Township, Harnett County, North Carolina, and more particularly described as follows:

**SEE ATTACHED EXHIBIT "A"  
INCORPORATED HEREIN BY REFERENCE AND MADE  
A PART OF THIS INSTRUMENT.**



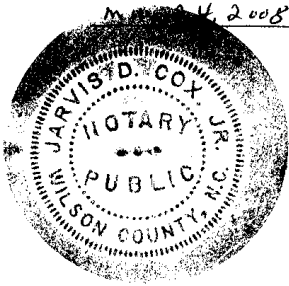
STATE OF NORTH CAROLINA  
COUNTY OF Wilson

I, Jarvis D. Cox Jr., Notary Public of the County and State aforesaid, certify that  
Hunter Stone, Member/Manager and L. Wayne Hoskins, Member/Manager, of  
H&S Land, LLC, a North Carolina Limited Liability Company and that by authority duly  
given and as the act of such entity, they signed before the foregoing instrument in its name on its behalf  
as its act and deed.

Witness my hand and notarial seal, this 17<sup>th</sup> day of April, 2006.

Jarvis D. Cox Jr.  
Notary Public

My Commission Expires:



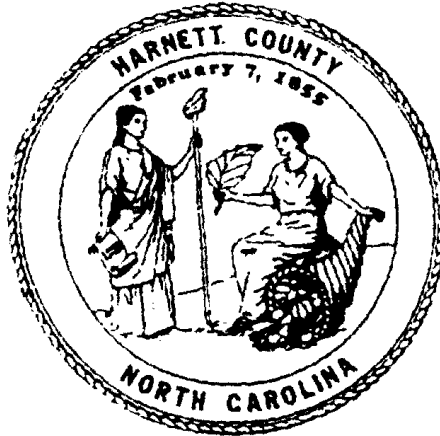
**EXHIBIT "A"**

**FOR**

**TURLINGTON-JOHNSON LAND PARTNERS**

Being all of Lots 1, 2, 3, 4 and 5, according to Map Number 2006-292, recorded in the Harnett County Registry, entitled "Division Map Prepared For: H & S Land, LLC", Grove Township, Harnett County, North Carolina as surveyed by Jordan - Tew & Associates, P.A., dated December 13, 2005 and revised January 18, 2006, incorporated herein by reference, and made a part of this instrument, to which plat reference is hereby made for a full and complete description.

This being the same land conveyed in Deed dated October 19, 2005 to H & S Land, LLC, recorded in Book 2146, Page 177, Harnett County Registry.



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

\*\*\*\*\*  
Filed For Registration: 04/24/2006 01:51:17 PM  
Book: RE 2216 Page: 988-992  
Document No.: 2006007161  
DEED 5 PGS \$23.00  
NC REAL ESTATE EXCISE TAX: \$413.00  
Recorder: ELMIRA MCLEAN

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

**DO NOT DISCARD**

**\*2006007161\***

2006007161

**NOTE:**  
**AREA BY COORDINATE COMPUTATION**

1. I, Ronnie E. Jordan, certify that this plat was drawn under my supervision from an actual survey made under my supervision. I have personally examined the original field notes and computations and the original field notes and computations are in my possession and control. I have also examined the original field notes and computations and the original field notes and computations are in my possession and control. I have also examined the original field notes and computations and the original field notes and computations are in my possession and control.

2. I, Ronnie E. Jordan, certify that this plat was drawn under my supervision from an actual survey made under my supervision. I have personally examined the original field notes and computations and the original field notes and computations are in my possession and control. I have also examined the original field notes and computations and the original field notes and computations are in my possession and control. I have also examined the original field notes and computations and the original field notes and computations are in my possession and control.

3. I, Ronnie E. Jordan, certify that this plat was drawn under my supervision from an actual survey made under my supervision. I have personally examined the original field notes and computations and the original field notes and computations are in my possession and control. I have also examined the original field notes and computations and the original field notes and computations are in my possession and control. I have also examined the original field notes and computations and the original field notes and computations are in my possession and control.

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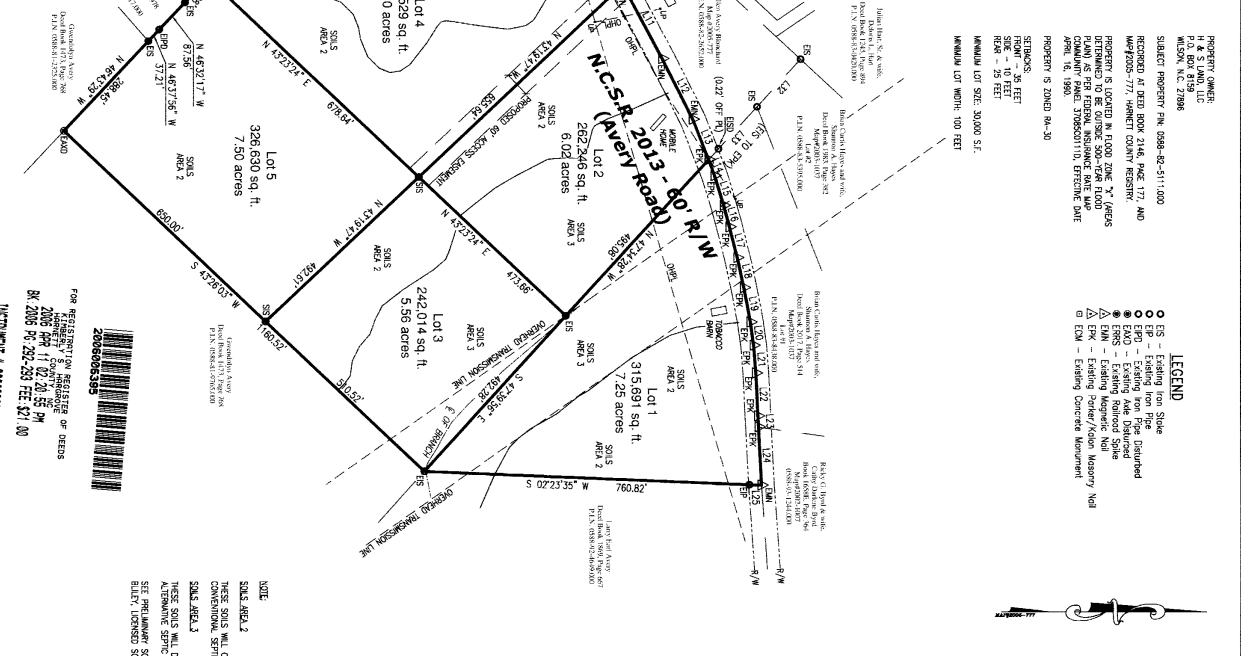
**NOTICE TO CONTRACTORS:**  
This plat is a correct representation of the land parcel shown hereon. It is the responsibility of the contractor to verify the location and extent of the land parcel shown hereon. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall also be responsible for obtaining all necessary easements and for complying with all applicable laws and regulations.

**NOTICE TO ADJOINING OWNERS:**  
This plat is a correct representation of the land parcel shown hereon. It is the responsibility of the owner to verify the location and extent of the land parcel shown hereon. The owner shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The owner shall also be responsible for obtaining all necessary easements and for complying with all applicable laws and regulations.

**NOTICE TO THE PUBLIC:**  
This plat is a correct representation of the land parcel shown hereon. It is the responsibility of the public to verify the location and extent of the land parcel shown hereon. The public shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The public shall also be responsible for obtaining all necessary easements and for complying with all applicable laws and regulations.

**NOTICE TO THE SURVEYOR:**  
This plat is a correct representation of the land parcel shown hereon. It is the responsibility of the surveyor to verify the location and extent of the land parcel shown hereon. The surveyor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The surveyor shall also be responsible for obtaining all necessary easements and for complying with all applicable laws and regulations.

**NOTICE TO THE REGISTER:**  
This plat is a correct representation of the land parcel shown hereon. It is the responsibility of the register to verify the location and extent of the land parcel shown hereon. The register shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The register shall also be responsible for obtaining all necessary easements and for complying with all applicable laws and regulations.



**LEGEND**

- ES - Existing Iron Stake
- ESD - Existing Iron Pipe
- EOD - Existing Oak Disc
- EM - Existing Magnetic Nail
- EMW - Existing Magnetic Wire
- EMC - Existing Concrete Monument

**VICINITY MAP**  
NOT TO SCALE

LINE	LENGTH	BEARING
L1	148.25	S 42°28'01" W
L2	218.71	S 42°28'01" W
L3	148.25	S 42°28'01" W
L4	148.25	S 42°28'01" W
L5	148.25	S 42°28'01" W
L6	148.25	S 42°28'01" W
L7	148.25	S 42°28'01" W
L8	148.25	S 42°28'01" W
L9	148.25	S 42°28'01" W
L10	148.25	S 42°28'01" W
L11	148.25	S 42°28'01" W
L12	148.25	S 42°28'01" W
L13	148.25	S 42°28'01" W
L14	148.25	S 42°28'01" W
L15	148.25	S 42°28'01" W
L16	148.25	S 42°28'01" W
L17	148.25	S 42°28'01" W
L18	148.25	S 42°28'01" W
L19	148.25	S 42°28'01" W
L20	148.25	S 42°28'01" W
L21	148.25	S 42°28'01" W
L22	148.25	S 42°28'01" W
L23	148.25	S 42°28'01" W

**NOTE:**  
THESE SOALS WILL CLASSIFY PROVISIONALLY SUITABLE TO DISCHARGE FOR STANDARD CONVENTIONAL SEPTIC SYSTEM DRAINAGES.  
THESE SOALS WILL CLASSIFY UNSUITABLE FOR CONVENTIONAL OR ALTERNATE SEPTIC SYSTEM DRAINAGES.  
SEE PRELIMINARY SOIL AND SITE INVESTIGATION REPORT PREPARED BY DANIEL J. BLEYER, LICENSED SOIL SCIENTIST, DATED AUGUST 16, 2005.

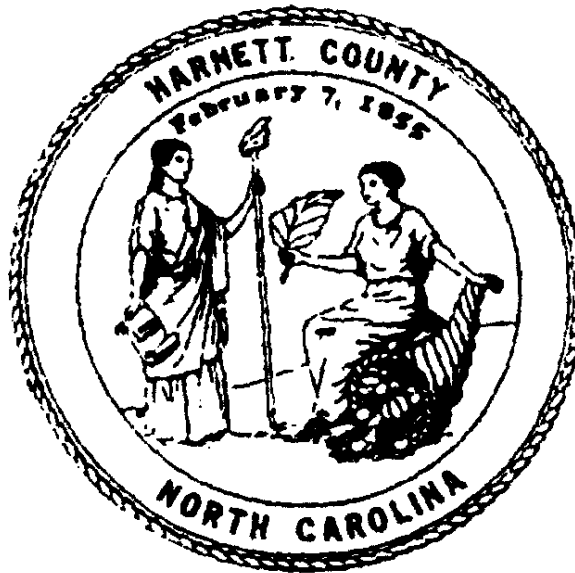
**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF HIGHWAYS  
NO APPROVAL IN CLASSIFY  
**R. B. Stone, LTJ**  
DISTRICT CHIEF  
DATE: 1-18-2006

**Property is Zoned RA-30**  
Total Area  
1,543,110 sq. ft.  
35.42 acres

**JORDAN - TEW & ASSOCIATES, P.A.**  
ENGINEERING, SURVEYING, PLANNING, & MATERIALS TESTING  
P.O. BOX 249  
PH. (910) 892-5159  
DUNN, N.C. 28335  
FAX (910) 892-1893

**DIVISION MAP PREPARED FOR**  
**H & S Land, LLC**  
GROVE TOWNSHIP  
NORTH CAROLINA  
HARNETT COUNTY

Scale: 1 inch = 200 ft.



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

\*\*\*\*\*  
Filed For Registration: 04/11/2006 02:20:55 PM

Book: PLAT 2006 Page: 292-293

Document No.: 2006006395

MAP 2 PGS \$21.00

Recorder: ELMIRA MCLEAN

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

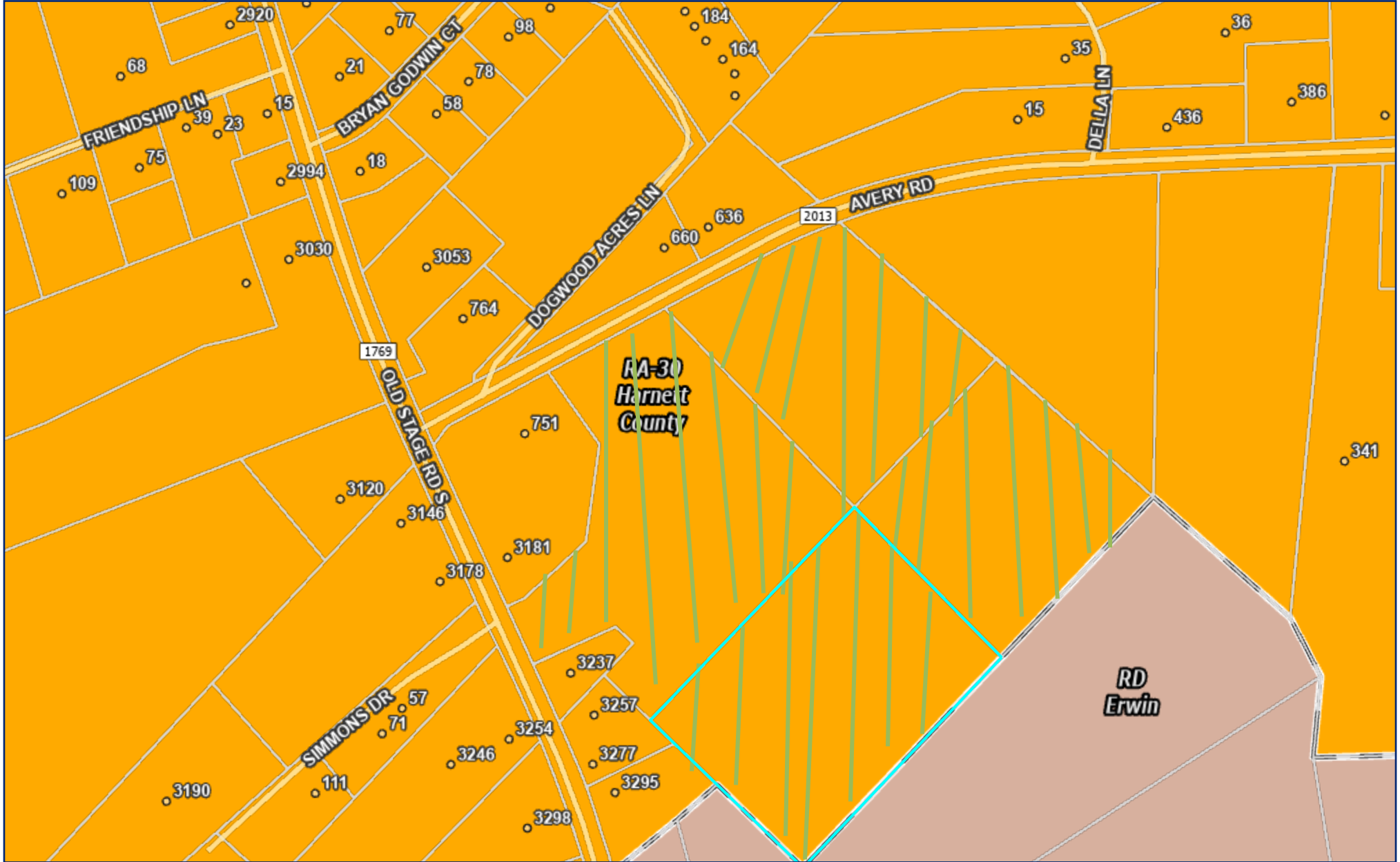
**DO NOT DISCARD**








**\*2006006395\***

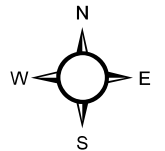
2006006395

	A	B	C	D	E	F
1			<b>Old Stage Road Assemblage</b>			
2						
3						
4	LOT	2	0588-82-5111	TURLINGTON - JOHNSON	6.02	AC
5						
6	LOT	3	0588-82-7366	TURLINGTON - JOHNSON	5.56	AC
7						
8	LOT	4	0588-82-0344	TURLINGTON - JOHNSON	9.1	AC
9						
10	LOT	5	0588-81-3955	TURLINGTON - JOHNSON	7.5	AC
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						





 County Boundary	 RA-30
 Address Numbers	 RD
 Road Centerlines	 ETJ
 Parcels	





# TOWN OF ERWIN

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

**RESOLUTION DIRECTING THE DEPUTY TOWN CLERK TO  
INVESTIGATE AN ANNEXATION PETITION  
RECEIVED UNDER G.S. 160A-31  
2023-2024—008**

**WHEREAS**, a petition requesting annexation of an area described in the said petition was received on May 24, 2024 by the Mayor and Board of Commissioners of the Town of Erwin; and

**WHEREAS**, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Mayor and Board of Commissioners of the Town of Erwin deems it advisable to proceed in response to this request for annexation;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Board of Commissioners of the Town of Erwin that:

The Deputy Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Mayor and Board of Commissioners the result of her investigation.

**ADOPTED, this 6<sup>th</sup> Day of June 2024.**

---

Randy Baker, Mayor

**ATTEST:**

---

Katelan Blount, Deputy Town Clerk

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: Civic Plus Contract Memo

---

Civic Plus acquired Municode a while back. Municode is the service that the Town of Erwin uses to host our Town Code online and to how the Town of Erwin keep it updated. We currently pay a standard fee for their online hosting services plus a fee for each page that they have to update. We currently pay \$18 for each page that has to be updated. Over the years the fee for this service has averaged around \$3,500. Of course, there were some years the fee was lower when we did not update our Town Code as much. In recent years, the Town of Erwin has been more proactive with updating our Town Code and if we continue using our current fee structure the fees will be much higher in the upcoming fiscal year.

We have a proposed scope of work from Civic Plus to provide these services for \$1,773.33 in the next Fiscal Year and then an annual fee of \$3,015.30 going forward. They did provide a few credits for payments that have already been made this year. This is a small savings but it is saving funds for the Town of Erwin. I estimate that this proposal would save us around \$1,800 in the upcoming Fiscal Year.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Customer:**

Q-55655-1  
10/23/2023 5:22 PM  
ERWIN, NORTH  
CAROLINA

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 1,675.00
Code and Supp Year 1 Annual Fee Discount	Year 1: \$250 credit for recently paid admin fee	1.00	USD -250.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included	1.00	USD 0.00
Semi-Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on a semi-annual basis.: 2,8	1.00	USD 0.00
Custom Online Code Hosting	Online Code Hosting Subscription	1.00	USD 1,140.00
Code and Supp Year 1 Annual Fee Discount	Year 1: online code legacy payment	1.00	USD -950.00
Custom OrdBank Subscription	OrdBank Subscription	1.00	USD 200.00
Annual Recurring Supplement Services - Initial Term			USD 1,815.00
Annual Recurring Supplement Services - (Subject to Uplift)			USD 3,015.00

1. This Statement of Work (“SOW”) is between Erwin North Carolina (“Customer”) and CivicPlus, LLC (“CivicPlus”), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 6/1/2024 (“Effective Date”) and all the services provided to Customer listed in the above line items (the “Services”) shall align to renew annually on each anniversary of the Effective Date (“Renewal Date”). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

5/14/2024

Addendum 1

<p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none"><li>• Additional copies, reprints, binders, and tab orders;</li><li>• Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;</li><li>• Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;</li><li>• Legal work, creation of fee schedules, gender-neutral review/ implementation, external linking;</li><li>• Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;</li><li>• Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;</li><li>• Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;</li><li>• Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.</li><li>• The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and</li><li>• Online Code hosting and online features, this is listed separately.</li></ul> <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p>	<p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p>
--	--

**Contact Information**

**Organization**

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: \_\_\_\_\_

**Contract Contact**

Email

Phone

Ext.

Fax

**Project Contact**

Email

Phone

Ext.

Fax

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: Auditor Engagement Memo

---

The Town of Erwin has received our contract for our audit ending in 2024. The fee for the audit remains the same as in previous years at \$11,500. There is a \$1,000 increase in the costs for our financial statement preparations. The financial statement preparation fee is \$4,000. There are funds in the budget to cover these expenses.

I will point out that the fee for our audit next year will be higher due the number of grants that the Town received. The higher fees have been included in the proposed budget.



May 1, 2024

To Mayor and Town Council

Town of Erwin, NC

We are pleased to confirm our understanding of the services we are to provide Town of Erwin for the year ended June 30, 2024.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Erwin as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Erwin’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Erwin’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Net Pension Asset/Liability RSI
- 3) OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Erwin’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements:

- 1) Budgetary Comparison Statements
- 2) Combining Statements
- 3) Individual Fund Statements
- 4) Supporting Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which would have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Town of Erwin and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout our audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of

email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Erwin's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of Town of Erwin in conformity with accounting principles generally accepted in the United States of America based on information provided by you. In addition, we will assist in preparing cash to accrual adjustments using information provided by you. These

nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and cash to accrual adjustments, and that you have reviewed and approved the financial statements and related notes, and cash to accrual adjustments prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. If management is not able, then an outside consultant will be retained to assist the Town.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from these audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Federal or State Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any Federal or State Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

R. Bryon Scott is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately June 1, 2024 and to issue our reports no later than October 31, 2024.

Our fee for these services is stated in the LGC approved contract. Any additional work out of the normal scope of the audit will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our

firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of Town of Erwin's financial statements. Our report will be addressed to management and those charged with governance of Town of Erwin. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or unable to form or have not formed opinions, we may decline to express opinions or issues reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state the report is not suitable for any other purpose. If during our audit we become aware that Town of Erwin is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted standards and the standards for financial audited contained in *Government Auditing Standards* may not satisfy the relevant, legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Town of Erwin and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Thompson, Price, Scott, Adams & Co., PA

Thompson, Price, Scott, Adams & Co., PA

RESPONSE:

This letter correctly sets forth the understanding of Town of Erwin.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name
	Auditor Address

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then



the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

## FEES FOR AUDIT SERVICES

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

Financial statements were prepared by:     Auditor     Governmental Unit     Third Party

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

**Name:** \_\_\_\_\_ **Title and Unit / Company:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

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

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

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

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

<b>Primary Government Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

<b>Discretely Presented Component Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* <i>Bryon Scott</i>
Date*	Email Address*

**GOVERNMENTAL UNIT**

Governmental Unit*	
Date Governing Board Approved Audit Contract* <b>(Enter date in box to right)</b>	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

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

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

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*



**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

**DPCU – PRE-AUDIT CERTIFICATE**

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all  
required signatures prior to submission.



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: DM2 Retainer Contract Extension FY 2024-2025 Memo

---

The contract retainer extension for the services of our Town Engineer Bill Dreitzler is included in this packet. The fee remains the same as it has always been since the Town brought Bill on to provide these services. The retainer fee is paid partially by funds from the Powell Bill and the remaining portion is covered by funds from the Storm Water fee.



**William W. Dreitzler, P.E.**  
7854 Trap Way  
Wilmington, NC 28412  
Phone: (919) 818-2235  
[bdreitzler@dm2engineering.com](mailto:bdreitzler@dm2engineering.com)

May 24, 2024

Board of Commissioners  
Town of Erwin, North Carolina  
Post Office Box 459  
Erwin, NC 28339

**Attention: Mr. Snow Bowden, Town Manager**

**Reference: Engineering Retainer Agreement Extension 2024-2025 Fiscal Year**

Dear Board:

**DM2 Engineering, PLLC** is pleased to submit our Proposal to provide engineering and technical support services to the Town of Erwin, NC. Recognizing the professional needs of a municipality along with the associated budget constraints, I am proposing a retainer fee that will allow the Town to spread out the cost of professional services over a fiscal budget cycle and help eliminate the unanticipated costs. The Scope of Services below will be provided to the Town each month regardless of the time required. This approach will assure that the Town is represented by a professional engineer who can operate as a member of the staff. Furthermore, my personal experience within the Harnett County area spans over 35 years and allows the Town access to someone who has a history working with not only Harnett County, but also other municipalities within Harnett County.

### **SCOPE OF SERVICES**

**DM2 Engineering** will perform the following Scope of Services as they relate to the above proposed retainer contract:

1. Attend Board of Commissioner meetings and provide an Engineer's Report if so requested.
2. Attend Planning Board meetings as requested.
3. Attend Pre-Development meetings as requested to assist the Planning Department.
4. Attend Board of Adjustment meetings as requested.
5. Attend Mid-Carolina Council of Governments Rural Transportation Planning Organization (RPO) meetings, if so requested.

6. Provide engineering technical review and comment for Site Plan Submittals.
7. Provide site inspections for construction projects that have been permitted by the Town.
8. Provide site inspections and construction administration services for Town of Erwin projects.
9. Provide technical assistance with regards to Phase II Stormwater compliance.
10. Provide review and engineering evaluation of the Town's existing stormwater studies and assist with seeking grant funds for improvements.
11. Provide technical review and comment for any sections of the Town's Code of Ordinances that may require review and/or update.
12. Assist the Town and/or private consultants working with the Town, with the preparation of Grant Applications.
13. Assist the Town and work with members of the public who have technical issues such as storm drainage.
14. Assist with the preparation of the Town's annual Powell Bill submittal.
15. Assist the Town's Public Works staff as may be required. This can include evaluation, cost estimating and recommendations regarding potential water and sewer extensions that the Town may desire Harnett County to consider.
16. Assist the Town's Recreation Department staff as may be required.

### **ADDITIONAL SERVICES**

Additional services required beyond that stated in the Scope of Services will be provided if so requested at an agreed upon rate.

### **RESPONSIBILITY OF OWNER**

The following items are to be provided by the Town of Erwin:

17. Provide access to any information that may be required to perform the scope of services.

**SCHEDULE**

**DM2 Engineering** proposes that the initial Agreement begin April 1, 2013 and run through June 30, 2013 (3 months) to align with the Town’s fiscal budget cycle. If at the end of this initial 3-month period the Town of Erwin is satisfied with the services being provided under this retainer agreement, then the agreement would be extended to run annually from July 1<sup>st</sup> through June 30<sup>th</sup>. The agreement would be re-evaluated at each annual budget cycle.


**The Town of Erwin Board of Commissioners approves the extension of this Retainer Agreement to run from July 1, 2024 through June 30, 2025. An extension for the 2025-2026 budget may be evaluated by the Board during next year’s normal budget cycle.**

**FEES**

**DM2 Engineering** will provide the above services on a monthly basis, regardless of the time required, for a retainer fee of \$2,000/month paid the first week of each month during the Town’s normal payment schedule.

**To affect the acceptance of this Retainer Agreement, please execute both originals and return a copy to our office. We appreciate the opportunity to provide our services to the Town of Erwin, NC.**

Sincerely,  
**DM2 Engineering, PLLC**



William W. Dreitzler, P.E.  
Managing Partner

**The Scope of Services, Terms and Conditions of this Retainer Agreement are accepted.**

Town of Erwin, North Carolina  
\_\_\_\_\_  
print/type individual, firm or corporate name

\_\_\_\_\_  
print/type name of authorized representative with title

\_\_\_\_\_  
signature of authorized representative

\_\_\_\_\_  
date

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: Harnett County Computer Services Agreement Memo

---

The Town of Erwin relies on Harnett County to provide our technology services. The agreement for Fiscal Year 2024-2025 is attached to this email. There are funds in the proposed budget to cover this agreement. This is a fair agreement and the employees in the Harnett County IT Department take great care of any issue or request that we have.

STATE OF NORTH CAROLINA

**COMPUTER SUPPORT SERVICES AGREEMENT**

COUNTY OF HARNETT

This Computer Support Services Agreement (the “Agreement”) is made and entered into as of the 1st day of July, 2024 by and between the County of Harnett, a body politic, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”) and the Town of Erwin, a municipal corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”).

WITNESSETH:

WHEREAS, Town desires computer support services for its governmental operations from County;

WHEREAS, County desires to provide to Town computer support services for Town’s governmental operations;

WHEREAS, Town and County have reached an agreement for the provision of computer support services to the Town as described herein and the parties desire to set forth the terms and conditions of this agreement in this Contract; and

NOW, THEREFORE, in consideration of the mutual benefits, representations, and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

1. **Purpose.** The purpose of this Contract is to set forth the understandings and agreements of the parties regarding the computer support services to be performed by County for Town.
2. **Services Provided by County.** The County shall provide to Town, including its various commissions, agencies, and programs the following computer support services:

- A. Hosting, maintenance and support of Town staff 1-99 e-mail accounts @
  - a. Option 1 - \$14/mailbox/month basic email Microsoft 365. Includes:
    - i. Microsoft 365 Exchange Plan 1 and 2
    - ii. Email box storage space 100gb per user
    - iii. Daily backups of email data
    - iv. Barracuda SPAM filtering service
    - v. Barracuda Email archiving
    - vi. Security monitoring
  - b. Option 2 - \$20/mailbox/month E1 Microsoft 365. Includes:
    - i. All of basic email Microsoft 365 above

- ii. Online web Office applications
    - iii. OneDrive up to 1TB of storage
    - iv. Microsoft Teams
    - v. Other Microsoft online applications
  - c. Option 3 - \$32/mailbox/month E3 Microsoft 365. Includes:
    - i. All of E1 Microsoft 365 above
    - ii. Local Office applications on up to 5 devices
- B. Provide 50mb minimum (burstable up to 500mb) Internet Connection @ \$75/month;
- C. Provide 500mb MetroE connectivity to county resources @ \$500/month;
- D. Provide use of County's data center for up to 4 servers and 1TB of network storage @ \$400/month
  - a. Each additional server is \$100/month
  - b. Each additional 1TB is \$100/month
  - c. Includes
    - i. Offsite replication of systems
    - ii. Regular backup of systems
    - iii. Security monitoring
- E. VOIP Phone system @ \$12.50/phone/fax/month;
  - a. Voicemail, with voicemail to email feature
  - b. DID allocation
  - c. Free long distance calling
  - d. Auto Attendant capabilities
  - e. Instant messaging client option
- F. NetMotion annual license fee @ \$6/per client/month
- G. Labor for maintenance, repairs, security patching and upgrades to Town computers;
- H. Installation and upgrades of software requested by Town;
- I. Serve as a liaison with Town's software vendors;
- J. Provide consultation for any other technology needs of the Town.
- K. Provide consultation for the Town's GIS mapping needs that is outside of normal county mapping functions

Any expenses incurred for the purchase of hardware and/or software necessary to provide for the maintenance and/or repairs of Town's computers, peripheral devices or networking equipment will be the sole responsibility of Town. The County shall perform computer support services on an as needed basis as requested by Town. All services provided by the County pursuant to this Agreement shall occur during the County's normal business hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday.

3. **Compensation and Payment.** Compensation for the computer support services shall be **\$4,000 for a 50-hour block of time @ \$80/hour** plus reimbursement of directly incurred out-of-

pocket expenses including any support fees. County will also charge for services noted in section 2 above. County shall invoice Town quarterly for computer support services and out-of-pocket expenses and provide a detailed description for all out-of-pocket expenses directly incurred. Any unused hours will be billed no later than June 30, 2025. Any overages will be billed at \$85/hour. Said invoices shall be submitted to:

Snow Bowden, Town Manager  
Town of Erwin  
PO Box 675  
Erwin, NC 27521

Each invoice is due and payable to County within thirty (30) days of the date of the invoice. Town shall pay an additional charge of one and one-half percent per month (18% annually) per month not to exceed the maximum rate allowed by law for any payment not received by County more than thirty (30) days from the date of invoice.

4. **Term of Agreement, Amendment and Termination.** The term of this Agreement is July 1, 2024 to June 30, 2025. This Agreement may be amended from time to time upon the mutual consent of Town and County expressed in writing. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Termination shall not relieve Town of any financial obligations incurred prior to termination.

5. **Documents and Reports.** Town shall furnish or cause to be furnished to County all such reports, data, specifications, documents or other information deemed necessary by County for proper performance of County's services. County may rely upon the documentation so provided in performing the services required under this Agreement; provided however, County assumes no responsibility or liability for their accuracy.

6. **Town Data.** Town retains ownership and custody of its data and County does not have ownership, custody, or control of Town Data. County will backup Town Data for the sole purposes of disaster recovery and will provide Town an automated backup of data stored on Town's designated servers and network connected computers. County will back up emails for a period of ten (10) years and all other data for a period of one (1) year. Town is solely responsible for generating and formatting all data. Town is solely responsible for the integrity of all data targeted for backup. County will back up Town Data as it exists at the time of backup, with all faults, and will restore Town Data in the same format in which it is backed up. Town is solely responsible for retaining data and records in accordance with its retention schedules. Town is solely responsible for fulfilling and satisfying all public records requests and all requests for data in connection to litigation. Data backups prepared for disaster recovery purposes will be used to restore data that has been deleted or lost. This agreement does not create a requirement for the County to respond to or assist in satisfying public records or litigation requests from the disaster recovery data backups.



7. **Limitation of Liability.** Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs or expenses arising out of or relating to the provision of services provided by County to Town hereunder. Town and County waive special, incidental, indirect or consequential damages, including lost profits, good will, revenues or savings, for claims, disputes, or other matters in question arising out of or relating to this Agreement. This limitation of liability will survive the expiration or termination of this Agreement.

8. **No Third-Party Beneficiary.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.

9. **Severance Clause.** In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

10. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Erwin  
PO Box 675  
Erwin, NC 27521  
Attn: Town Manager

TO: County of Harnett  
455 McKinney Parkway  
County Administration Building  
Post Office Box 759  
Lillington, North Carolina 27546  
Attn: County Manager

With Copy to: County Staff Attorney  
455 McKinney Parkway  
County Administration Building  
Post Office Box 238  
Lillington, North Carolina 27546

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner set forth above.

11. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of North Carolina. The North Carolina State Courts located in Harnett County, North Carolina shall have jurisdiction to hear any dispute under this Agreement and any legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.

12. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement may, per the mutual agreement of both parties, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.G. Gen. Stat. §7A-38.1(c), except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Entire Agreement.** This Agreement represents the entire and integrated agreement between County and the Town and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by County and the Town.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives or officers have executed this Agreement as to the date and year first above written.

**TOWN:**

TOWN OF Erwin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY:**

COUNTY OF HARNETT

By: \_\_\_\_\_

County Manager

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: Jet-Vac Equipment Memo

---

Town Staff wishes to purchase a new piece of equipment for our Storm Water Department. The new piece of equipment is a Jet-Vac system. Basically, this is a piece of equipment that helps us clean out storm water pipes. Our current Jet-Vac system is a 2002 model and it is outdated. We have additional revenues that could cover the costs of this equipment to fund it in the current Fiscal Year, we would just need to have a budget amendment approved that is also in this packet.



## E-180 DTK 375

### TRAILER JETTER



### Partner with the company that revolutionized water jetting.

- Proven Harben Built Quality
- Up to 4000 PSI @ 18 GPM
- Cleans Drains Up To 18 Inch Diameter
- Hydraulic 180° Pivoting Hose Reel
- Wireless Remote Option
- Antifreeze Tank
- Jump Jet Kit
- Lightweight & Compact
- Longer Maintenance Interval

#### Standard Options

- 10' Orange Leader Hose
- 9" Drain Jet Extension
- 2" Tiger Tail
- 10 Gal Antifreeze System
- 16" Chrome Wheels and Tires
- 12 Volt Outlet
- Jump Jet Pulsation System
- LED Strobe Light
- Workstation Light
- Flow Control Valve
- Pressure Discs
- 2 1/2" Hydrant Fitting

#### Optional Accessories

- 1/4" Mini Jet Kit
- MK2 Dump Gun
- Hose Footage Counter
- Manhole Light
- Garden Hose Fill
- 500ft. of 1/2" High Pressure Hose
- 2" Jet Pump
- Pressure Relief Valve
- Warthog 1/2" Nozzle Package
- Nozzle Holder
- Larger Fender Tool Boxes
- High Efficiency Drain Jet 6R
- High Efficiency Drain Jet 3R1F
- Two Aluminum Fender Tool Boxes

### E-180 DTK 375 Specifications

#### **PRESSURE AND FLOW**

Up to 4000 PSI and 18 GPM

#### **PUMP**

Harben Run Dry Radial Piston Diaphragm Pump

#### **ENGINE**

Kubota 49 HP Diesel Engine  
Now offering Hatz Engine in 2023

#### **WATER TANK**

375 gallon Capacity With 750 Gallon Option

#### **DIESEL TANK**

17 Gallon (8 hr run time under normal operating conditions)

#### **FRAME**

Folded Steel Shot Blasted and Powder Coated

#### **HOSE REEL**

Hydraulic 180° Pivoting Hose Reel (1/2" X 500' capacity) with Speed Control

#### **DIMENSIONS**

186" L X 88" W X 75" H. Weight 3800lbs Dry\* and 5700lbs Loaded\*

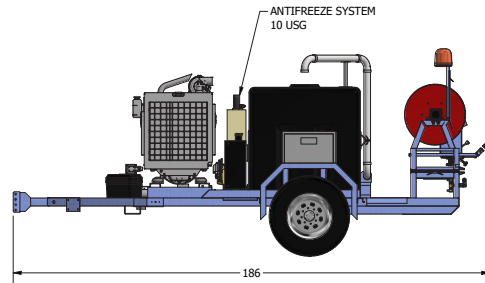
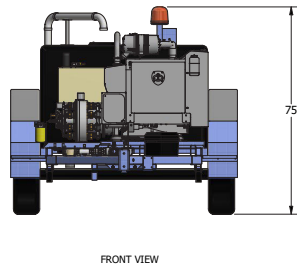
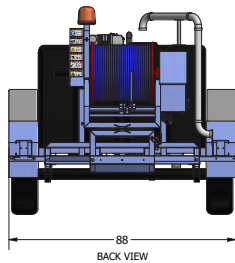
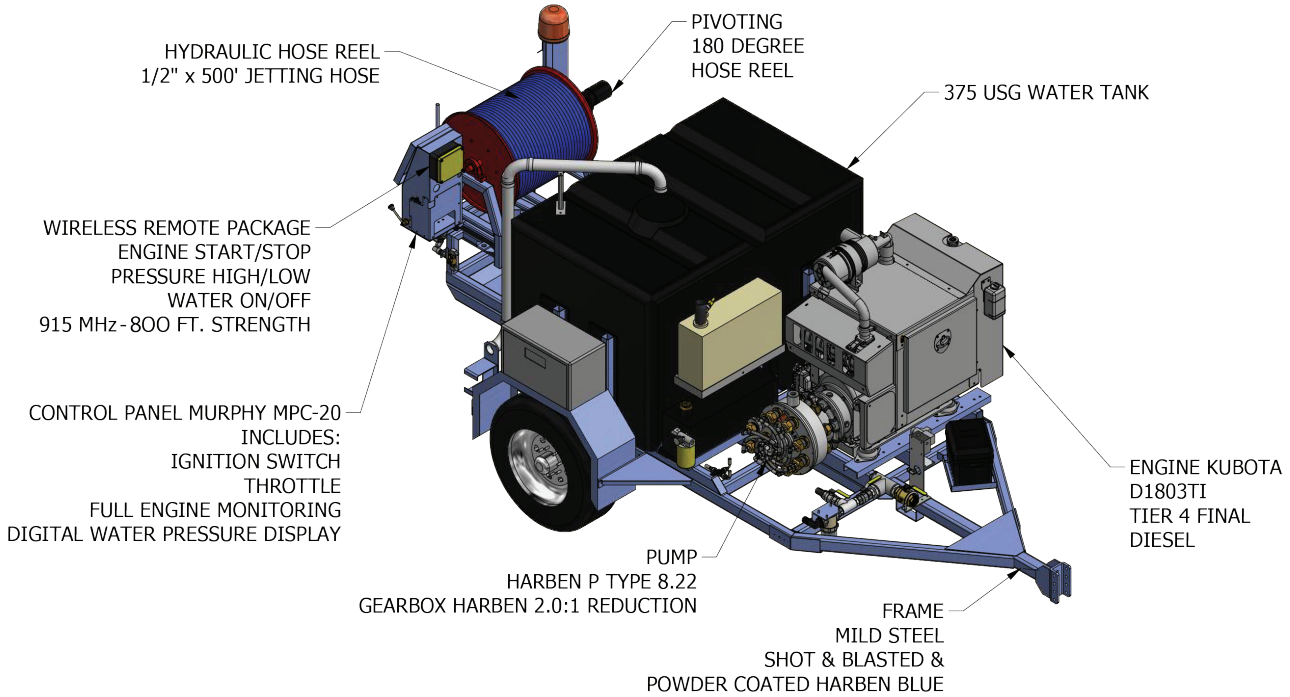
#### **BUILD OPTIONS**

Wireless Remote 800' Range - With Clear Line of Sight, High Altitude, Lateral Kit, Dump Gun

\* All weights and dimensions are approximate

See more at [harben.com](http://harben.com)

# About the E-180 DTK 375



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## WHAT PEOPLE ARE SAYING

**"I was so impressed with the reliability and ease of maintenance of my Harben® Pump that I maintained my own fleet and formed a business servicing Harben® jetters in the Northern California area."**

**- Gary M.**

**(770) 889-9535**  
**sales@harben.com**



**harben.com**



# SEWER EQUIPMENT CO. of AMERICA

SEWER EQUIPMENT  
CO. of AMERICA



**MODEL 545 & 747 SERIES**



# BEST PRODUCTS, BEST LOCAL SUPPORT



## 545 & 747

# Series

Sewer Equipment Company of America built its first 747 Trailer Jet with a rotating hose reel in 1993. Throughout its evolution, the 747 series of jetters has been the industry standard by which others are judged. Whether it is longevity, operator safety, overall value, or available options that you are looking for, the current offering of 747 trailer and truck jets are without peer in the marketplace.



Longevity starts with choosing the proper components and continues with meticulous design and assembly. With diesel engines and triplex plunger run-dry water pumps as standard equipment, users are assured of a vast support network and the utmost performance and reliability for the life of their system. Trailer frames are made of fully welded  $\frac{3}{16}$ " x 2" x 6" steel tubing to maximize strength. Additionally, they are corrosion resistant and every trailer is certified by the National Association of Trailer Manufacturers, assuring you of adherence to all Federal D.O.T regulations and safety standards.

Our stout frames limit flex and sway while towing, and our available Duraprolene® water tanks are fully baffled to eliminate surging while stopping and turning with a load of water. Once on the job, our rotating safety reel allows the operator to position the trailer in the safest possible manner while simply rotating the reel to conveniently face the access point. The NEMA 4 control panel swivels with the reel to allow safe access regardless of reel position.

Long term value is also created with design features like a welded, one piece enclosure and components that are painted prior to assembly to eliminate points of corrosion. For increased corrosion resistance, an aluminum enclosure is also available.

Any machine requirements necessary to get your job done, a 747 can be built to meet it. If a truck is more suited to your application, the 747 is offered to mount on your chassis or a factory provided unit with up to 3,000 gallons of water capacity. When truck mounted, power can be delivered by an auxiliary engine or via PTO hydrostatic drive from the chassis' power plant. Budget-minded customers can look to the 545 series, which has the same construction features of the 747, but is without an engine and pump enclosure, or with engine enclosure only. Additional machine options include various pump configurations, wireless remote controls, tool storage, dual reels, safety lighting, integral CCTV system, and more.



# TOLL FREE 800.323.1604



# MODEL 545 & 747 SERIES

**ONE PIECE ENCLOSURE:** Our one piece enclosure is designed to maintain its cosmetic and functional integrity throughout the life of your equipment. While some manufacturers bolt individual panels together to achieve its purpose this practice leads to rusting panels, missing fasteners and overall degradation of the equipment. In addition to the structural and cosmetic integrity, these enclosures function to maintain temperatures above freezing in most conditions. With steel or aluminum available as materials of construction, our units are designed for the harshest weather and road conditions.

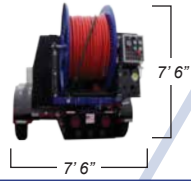
**DURAPROLENE® WATER TANK:** Many manufacturers choose to build using rotational molding. However at Sewer Equipment, we offer trademarked Duraprolene® tanks. Unlike typical "poly" materials of construction that are rotational molded and non-repairable, our Duraprolene® material can be repaired long after the warranty has expired. In addition, our design is fully baffled, yielding dramatically improved stopability. It is UV stabilized for protection from the sun and the surface is textured to provide a long lasting finish that will withstand the test of time and keep your unit looking first rate long into the future.



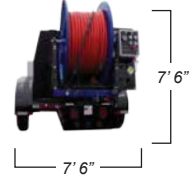
**BOX TUBE FRAME:** A steel box tube cross section is stronger than a "C" channel cross section and also leads to a stronger and longer lasting frame designed to withstand the strenuous rigors of any application you throw at it. It is for this reason we utilize this concept in all our products and provide our customers with the best value in the market.

**NEMA 4 WIRING:** Moisture can cause havoc on electrical systems which is why we choose to protect our electrical systems with NEMA rated enclosures. NEMA is an acronym for National Electrical Manufacturers Association and this organization specifies design criteria for electrical enclosures and their sealing abilities. Rather than just run wires to and from various devices, we choose to design our products to resist the rigors of your application by utilizing these enclosures on our products and eliminate the maintenance issues related to moisture intrusion in electrical systems which do not use these methods.

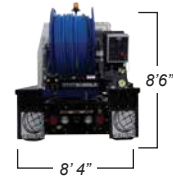
# BEST PRODUCTS, BEST LOCAL SUPPORT



MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
<b>545</b>	19' 6"	7' 6"	7' 6"	700 Gallon	Tandem Axle	1000'	1/2" - 1"



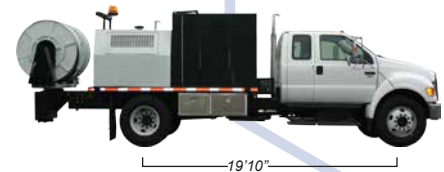
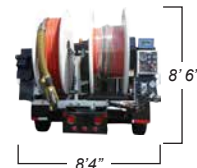
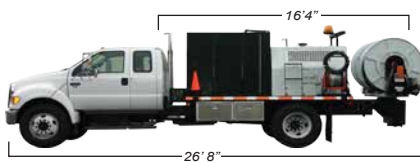
MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
<b>747</b>	19' 6"	7' 6"	7' 6"	700 Gallon	Tandem Axle	1000'	1/2" - 1"



MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
<b>747 TK</b>	26' 2"	8' 4"	8' 6"	700 Gallon	Single or Tandem Axle	1000'	1/2" - 1"



MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
<b>747 TV</b>	22'	7' 6"	8'	700 Gallon	Tandem Axle	1000'	1/2" - 1"



MODEL	LENGTH	WIDTH	HEIGHT	STANDARD WATER CAPACITY	AXLE CONFIGURATIONS	MAX HOSE CAPACITY	HOSE SIZE
<b>747 TK-TV</b>	26' 8"	8' 4"	8' 6"	1500 Gallon	Single or Tandem Axle	1000'	1/2" - 1"



# MODEL 545 & 747 SERIES

747 CLASSIC  
747 CLASSICTK  
747 ECO  
747 ECOTK  
747 ECOTV  
747 ECOTVTK  
545


Engine & Pump	S	S					S
56hp Kohler Diesel Engine	S	S					S
74hp Kohler Diesel Engine w/ HD Cooling			S	S	S	S	
Chassis PTO Drive							
Engine Safety Guarding	S	S	S	S	S	S	S
Partial Painted Steel Enclosure							O
Painted Steel Pump & Engine Shroud	S	S	S	S	S	S	
Aluminum Pump & Engine Shroud	O	O	O	O	O	O	
Aluminum Painted Pump & Engine Shroud	O	O	O	O	O	O	
Manual Clutch Engage	S		S		S		S
Hydraulic Clutch Engage	O	S	O	S	O	S	
Fuel Tank - 16 Gallons	S	S	S	S	S	S	S
Chassis Fuel Tank							
Hydraulic Pressure Gauge	O	O	O	O	O	O	O
Hydraulic Tool Circuit	O	O	O	O	O	O	O
Hydraulic Cooler for Continuous Duty	O	O	O	O	O	O	O
Giant 40GPM @ 2000PSI	S	S	S	S	S	S	S
Giant 35GPM @ 3000PSI			O	O	O	O	
Electronic Water On/Off Control	O	O	O	O	O	O	O
Water Midship Manifold							
Water Pump Drain Valves	O	O	O	O	O	O	O
Water Pump Pulsation Valve	O	O	O	O	O	O	
Air Purge	O	O	O	O	O	O	O
Chassis Powered Air Purge (Chassis Dependant)							
<b>Water Tank &amp; Fill</b>							
700 Gallon SuperPoly	S	S	S	S	S	S	S
700 Gallon Duraprolene®	O	O	O	O	O	O	
1000 Gallon Duraprolene®							
1500 Gallon Duraprolene®							
1500 Gallon Duraprolene® Low Profile							
2000 Gallon Duraprolene®							
2500 Gallon Duraprolene®							
3000 Gallon Duraprolene®							
2-½" Fill System	S	S	S	S	S	S	S
Fill Hose Storage Bracket	O	O	O	O	O	O	O
Winterization 26 Gallon Plastic Tank	O	O	O	O	O	O	
Water Tank Access Ladder							
<b>Hose Reel &amp; Hose</b>							
Fixed Reel	O	O	O	O	O	O	O
Swivel Reel	S	S	S	S	S	S	S
800' -¾" Capacity Hose Reel	S	S	S	S			S
1000' -¾" Capacity Hose Reel	O	O	O	O			
800' -1" Capacity Hose Reel							
1000' -1" Capacity Hose Reel							
600' -¾" & 500' -¾" Dual Reel	O	O	O	O			
600' -1" & 500' -¾" Dual Reel							
500' Umbilical Cord & 1000' -¾" Capacity TV Reel					S	S	
600' Umbilical Cord & 1000' -¾" Capacity TV Reel					O	O	
Washdown w/ 25' Detachable Hose	S	S	S	S	S	S	O
Washdown w/ 50' Reel	O	O	O	O	O	O	O
Reference Counter	O	O	O	O			O
Smart Counter	O	O	O	O	S	S	O
Automatic Level Wind	O	O	O	O	O	O	O
<b>Pendant/Electrical</b>							
No Pendant	S	S	S	S	S	S	S
Wireless Pendant w/ Payout/Retrieve	O	O	O	O	O	O	O
Water Pressure Pendant Display	O	O	O	O	O	O	O
12V Outlet	S	S	S	S	S	S	O
LED Strobe Light	O	O	O	O	O	O	O
LED Flood Light	O	O	O	O	O	O	O
LED Wireless Spotlight	O	O	O	O	O	O	O
LED Arrow Stick	O	O	O	O	O	O	O
LED Arrow Board	O	O	O	O	O	O	O
Compartment Lights	O	O	O	O	O	O	O

747 CLASSIC  
747 CLASSICTK  
747 ECO  
747 ECOTK  
747 ECOTV  
747 ECOTVTK  
545

Trailer Options	S	S	S	S	S	S	S
Tandem Torsion 7,000lb Axles	S	S	S	S	S	S	S
Electrical Trailer Brakes	S	S	S	S	S	S	S
Hydraulic Trailer Brakes (Surge Brakes)	O	O	O	O	O	O	
Fixed Jack w/ Footpad	S	S	S	S	S	S	S
Power Jack w/ Footpad	O	O	O	O	O	O	O
Spare Tire Mounted	O	O	O	O	O	O	O
Steel Tandem Round Fenders	S	S	S	S	S	S	S
<b>Tool Storage Options</b>							
Curbside Top Open Aluminum Toolbox	S	S	S	S	S	S	S
Roadside Top Open Aluminum Toolbox	O	O	O	O	O	O	O
Curbside Underbody Aluminum Toolbox		S		S		S	
Roadside Underbody Aluminum Toolbox		O		O		O	
Curbside Front Open Aluminum Toolbox		O		O		O	
Roadside Front Open Aluminum Toolbox		O		O		O	
Root Cutter Maintenance Box	O	O	O	O	O	O	O
Hose Guide/Washdown Gun/Pulley Guide Storage	O	O	O	O	O	O	O
Cone Holder & Cones	O	O	O	O	O	O	O
Long Handled Tool Storage	O	O	O	O	O	O	O
<b>Manuals</b>							
USB Manual	S	S	S	S	S	S	S
Paper Manual	O	O	O	O	O	O	O
<b>Training</b>							
Dixon	O	O	O	O	O	O	O
Customer Location	O	O	O	O	O	O	O
<b>Accessories</b>							
Flushing Nozzle	S	S	S	S	S	S	S
Penetrating Nozzle	S	S	S	S	S	S	S
10' Leader Hose	S	S	S	S	S	S	S
Finned Nozzle Extension	S	S	S	S	S	S	S
Manual Levelwind	S	S	S	S	S	S	S
Nozzle Rack	S	S	S	S	S	S	S
BB Hose Guide	S	S	S	S	S	S	S
Upstream Pulley Guide	S	S	S	S	S	S	S
Air Purge Adapter	S	S	S	S	S	S	S
2-½" x 25' Fill Hose	O	O	O	O	O	O	O
½" Lateral Cart	O	O	O	O	O	O	O
<b>TV Options</b>							
Self-Leveling Color TV Camera					S	S	
4" Jet Pod Skid					S	S	
Color Monitor					S	S	
DVR w/ Removable USB Drive					S	S	
Additional Camera Head					O	O	
Additional 4" Jet Pod (Straight View Camera)					O	O	
6" Jet Pod Skid (Straight View Camera)					O	O	
8" Jet Pod Skid (Straight View Camera)					O	O	
10" Jet Pod Skid (Straight View Camera)					O	O	
12" Jet Pod Skid (Straight View Camera)					O	O	
15" Jet Pod Skid (Straight View Camera)					O	O	
18" Jet Pod Skid (Straight View Camera)					O	O	

Legend	
Standard	S
Optional	O





# SEWER EQUIPMENT CO. of AMERICA

Revised 03/23

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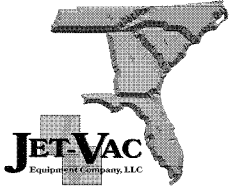
Products subject to change without notification.

Actual projects may not be an exact match to product as shown.

**800.323.1604**  
**[www.sewerequipment.com](http://www.sewerequipment.com)**







5746 Broad Street  
SUMTER, SC 29154

4036 Bennett Road  
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210  
ATLANTA, GA 30339

1350 Sheeler Avenue, Building 12, Unit 7  
APOPKA, FL 32703

www.jet-vac.com

**Ship To:** Town of Erwin - Public Works  
730 North 13th Street  
Erwin, NC 28339

+35.333475, -78.6705548

**Invoice To:** Town of Erwin, NC  
Attn: Accounts Payable  
PO Box 459  
Erwin NC 28339

Attention: Mark Byrd

Branch 40 - ASHEBORO		
Date 05/23/2024	Time 12:34:45 (O)	Page 2
Account No ERWIN002	Phone No 9108975876	Est No 02 Q00295
Ship Via Delivered	Purchase Order	
Tax ID No		
		Salesperson RG1 / HH1

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 09/30/2024                      Amount

LED Amber Strobe Light  
Trailer:  
Single Torsion Axle, 7,000 GVWR  
Electric Brakes w/2-5/16" Ball Hitch  
(1) Alum Toolbox - Fender Mounted  
D.O.T. Approved LED Lighting  
Accessories:  
10' Leader Hose  
BB Hose Guide  
Cleaning Nozzle  
Penetrator Nozzle  
Finned Nozzle Extension  
Nozzle Rack  
USB Operator / Owner Manual  
Air Purge Adapter  
\*\*\*\*\*  
NCSA OPTIONS TOTALING \$13,196 INCLUDED IN TOTAL:  
500' X 1/2" I.D. X 4000 PSI SEWER HOSE  
FILL HOSE STORAGE RACK  
WIRELESS REMOTE PENDANT CONTROL (PRECISION PRESSURE  
CONTROL, WATER PRESSURE DISPLAY, HOSE REEL PAYOUT/RETRIEVE,  
EMERGENCY STOP)  
LED FLOOD LIGHT (FACTORY STANDARD)  
ADD ADDITIONAL FRONT OPENING ALUMINUM TOOLBOX  
1/2" WARTHOG WS PRO NOZZLE W/SERVICE KIT  
2-1/2" X 25' FILL HOSE

Trade Ins  
=====

Serial #: 4H5W31727XL992587                      3000.00-  
2003 Sreco

Accounts not paid within 30 days of the date of the invoice are subject to a  
1.5% monthly finance charge.

**Thank You For Your Business!**  
74



5746 Broad Street  
SUMTER, SC 29154

4036 Bennett Road  
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210  
ATLANTA, GA 30339

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Account No ERWIN002	Phone No 9108975876	Est No 02 Q00295
Ship Via Delivered	Purchase Order	
Tax ID No		
		Salesperson RG1 / HH1

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description	** Q U O T E **	EXPIRY DATE: 09/30/2024	Amount
Miscellaneous Charges/Credits =====			
NCSA 6% DISCOUNT	Qty: 1	Price: 4287.40	4287.40-
NCSA 6% OPTIONS DISCOUNT	1	791.76	791.76-
Subtotal:			76573.55
Quote Total:			76573.55

Authorization: \_\_\_\_\_

Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

**Thank You For Your Business!**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: BOA 2024-08

---

This proposed budget amendment would cover the costs to purchase a new piece of equipment for our Storm Water Division of the Erwin Public Works Department. This piece of equipment is a new Jet-Vac system that will allow us to clean out storm water pipes better. Town Staff has proposed the following budget amendment that increases our expected revenues for our ad valorem taxes and sales tax. The proposed budget amendment increases the Capital Outlay Equipment line item in our Storm Water budget. The Town has reached each new projected revenue line item for our Ad Valorem Taxes and Sales Tax.



# BUDGET ORDINANCE AMENDMENT

## BOA 2024 – 08

### FISCAL YEAR 2023-2024

BE IT ORDAINED by the Governing Board of the Town of Erwin, North Carolina that the following amendments are made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$76,574. This amendment will allow for the purchase of Public Works – Storm Water equipment and the increase in revenues to provide sources to pay for this equipment.

Section 2. To amend the General Fund: The revenues are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3010-023	Ad Valorem 2023	1,484,050	(+) 58,800	\$1,542,850
10-3450-000	Sales and Use Tax	830,000	(+) 17,774	\$ 847,774

Section 3. To amend the General Fund: The Expenditures are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5900-740	Capital Outlay – Equip.	- 0 -	(+) 76,574	\$ 76,574

Section 4. Copies of this budget amendment shall be furnished to the Clerk, the Governing Board, the Budget Officer and the Finance Director for their direction.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Randy Baker, Mayor

ATTEST:

\_\_\_\_\_  
Katelan Blount, Deputy Town Clerk

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: FAMPO MOU Memo

---

The MOU for us to join the Fayetteville Metropolitan Planning Organization is included in this packet. At the time of putting this agenda together, I am still waiting on a little more information from FAMPO.

## MEMORANDUM

From: Hank Graham, AICP, Executive Director  
Subject: FAMPO Boundary Assessment Update and Memorandum of Understanding  
Date: May 9, 2024

### Background

In order to conduct better planning and data input for the 2050 Metropolitan Transportation Plan Update, the FAMPO 2050 travel demand model boundary was expanded in 2023 to include all of Cumberland and Hoke Counties, a majority of Harnett County, and portions of Robeson and Moore Counties.

#### FAMPO Urban Area Boundary Assessment Requirements:

- Boundary Agreement between all agencies plus the Governor [23CFR450.310](#)
- Must encompass the entire contiguous urbanized area plus areas expected to become urbanized within 20 years [23CFR450.312](#)
- Boundary to be reviewed after each census [23CFR450.312](#)
- MPA boundaries may be established to coincide with the geography of regional economic development and growth forecasting areas [23CFR450.312](#)
- The MPA boundary descriptions shall be submitted either as a geo-spatial database or described in sufficient detail to the Federal Highway Administration (FHWA) [23CFR450.312](#)
- Oversee the allocation of Locally Administered Projects Program (LAPP) funding.

On May 9, 2024, the Fayetteville Area Metropolitan Planning Organization's FAMPO Transportation Advisory Committee (TAC) voted to expand its Urban Area Boundary. In summary, the boundary expansion covers the southern half of Harnett County and adds the Town of Erwin and a portion of Moore County to the already existing FAMPO boundary. The attached Memorandum of Understanding is a corresponding document for the boundary expansion.

### Action Requested

Please approve the attached boundary expansion and sign the MOU as participating FAMPO Local Government/Party.

Memorandum  
of  
Understanding



*Fayetteville Area Metropolitan  
Planning Organization  
(FAMPO)*

*May 9, 2024*

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MEMORANDUM OF UNDERSTANDING FOR  
COOPERATIVE, COMPREHENSIVE, AND CONTINUING  
TRANSPORTATION PLANNING

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 Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

## **Section 3. Establishment of the FAMPO**

The FAMPO shall be governed by a Technical Advisory Committee (TAC) a.k.a. board of directors 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 the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort 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. 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 Bragg Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

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

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The 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 are adopted by Boards of General Purpose Local Government.

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, serving ex-officio:

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, Mid Carolina Rural Planning Organization
19. Planner, Lumber River Rural Planning Organization
20. Manager, Harnett County Planning Services
21. Supervisor, Cumberland County Schools Planning Department
22. Supervisor, Hoke County Schools Planning Department
23. Supervisor, Harnett County Schools Planning Department
24. Executive Director, Mid-Carolina Council of Governments
25. Executive Director, Sustainable Sandhills
26. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
27. Facilities Director, Methodist University
28. Facilities Director, Fayetteville Technical Community College
29. Directorate of Facilities, Fort Liberty Military Reservation
30. Division Engineer, Division Six, Division of Highways, NCDOT
31. Division Engineer, Division Eight, Division of Highways, NCDOT
32. Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, 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 Representative
4. Transportation Planning Branch, NCDOT
5. Planning Engineer, NCDOT Division 6
6. Planning Engineer, NCDOT Division 8

**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: \_\_\_\_\_

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 Erwin

\_\_\_\_\_

By \_\_\_\_\_

Clerk

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 Hope Mills

\_\_\_\_\_

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 Parkton

\_\_\_\_\_  
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)

City of Raeford

\_\_\_\_\_

By \_\_\_\_\_

Clerk

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 Spring Lake

\_\_\_\_\_

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.

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: \_\_\_\_\_

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 Harnett

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
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 Hoke

\_\_\_\_\_

Clerk

By \_\_\_\_\_  
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 Moore

\_\_\_\_\_

Clerk

By \_\_\_\_\_  
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: \_\_\_\_\_

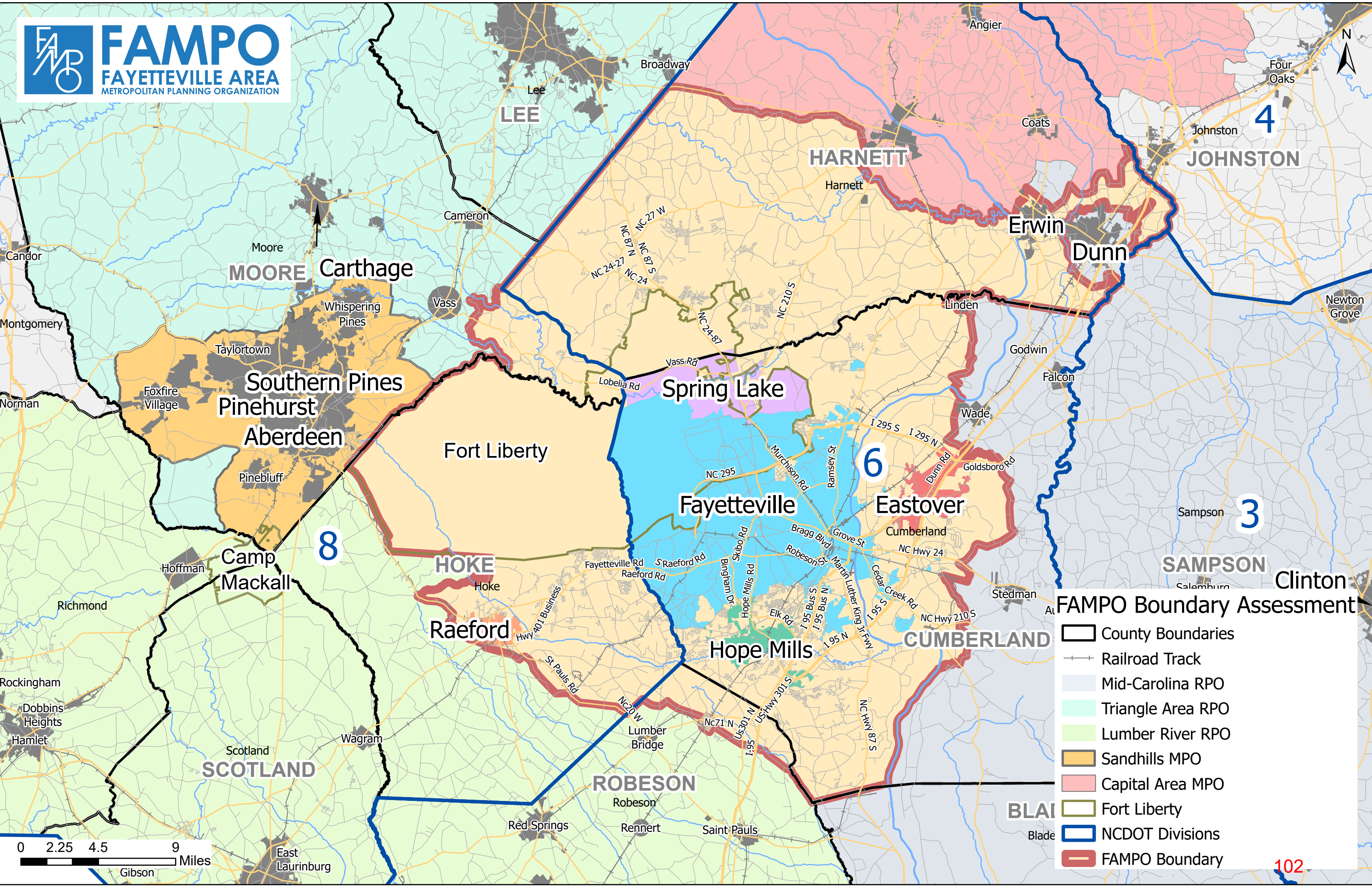


IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, 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.

North Carolina Department of Transportation

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

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



**FAMPO Boundary Assessment**

- County Boundaries
- Railroad Track
- Mid-Carolina RPO
- Triangle Area RPO
- Lumber River RPO
- Sandhills MPO
- Capital Area MPO
- Fort Liberty
- NCDOT Divisions
- FAMPO Boundary

0 2.25 4.5 9 Miles

# 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: June 6th, 2024

Subject: BOA 2023-2024-07

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This budget amendment increases our miscellaneous revenue line item by \$8,132 to \$10,733 and the expenditure line item for vehicle maintenance and equipment in the Police Department to \$20,733.00. Recently, there were two vehicles in the Erwin Police Department damaged by other people. The \$8,132 was two separate insurance payments that the Town received for the accident claims.



# BUDGET ORDINANCE AMENDMENT

## BOA 2024 – 07

### FISCAL YEAR 2023-2024

BE IT ORDAINED by the Governing Board of the Town of Erwin, North Carolina that the following amendments are made to the annual budget ordinance for the fiscal year ending June 30, 2024.

Section 1. This Budget Ordinance Amendment seeks to Increase Revenues and Increase Expenditures by \$8,132. This amendment is to account for accident repairs on the 2021 Dodge Charger (\$6,659) and 2019 Dodge Charger (\$1,473) in the Police Department. The Town has received payments for these repairs from Insurance Companies for the accident claims.

Section 2. To amend the General Fund: The revenues are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3350-000	Misc. Revenue	2,601	(+ 8,132	\$10,733

Section 3. To amend the General Fund: The Expenditures are to be changed as follows:

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5100-170	Maint.& Repair Auto.	12,601	(+ 8,132	\$ 20,733

Section 4. Copies of this budget amendment shall be furnished to the Clerk, the Governing Board, the Budget Officer and the Finance Director for their direction.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Randy Baker, Mayor

ATTEST:

\_\_\_\_\_  
Katelan Blount, Deputy Town Clerk

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: Recreation SCIF Grant Memo

---

The Town of Erwin received a \$480,000 SCIF grant from the State of North Carolina for the Town to use towards improvements and/or expansion with our recreation system. The grant requires the Town to put those funds in a separate bank account from the general fund. We still need to discuss what we are going to use these funds for but we are already using a portion of this grant to cover the costs of the new parking lot at Al Woodall Park. We have three separate requests with this item.

*TOWN OF ERWIN  
GRANT PROJECT ORDINANCE  
Grant ID: 10853: SCIF – PARKS AND RECREATION GRANT*

**BE IT ORDAINED** by the Town Council of the Town of Erwin, North Carolina that, pursuant to NCGS 159-13.2 the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the North Carolina Session Law 2023-134 referenced as follows: \$480,000 for the Parking Lot expansion at Al Woodall Municipal Park, in Erwin, North Carolina.

**Section 2:** The following amounts are appropriated for the project and authorized for expenditure:

SCIF – Parks and Recreation Grant # 10853	\$480,000.00
---	--------------

**Section 3:** The following amounts are appropriated for the project and authorized for expenditure:

Goods Expenses	\$ 20,000.00
Contract and Services Expenses	\$ 390,000.00
Other Expenses	\$ 70,000.00

**Section 4:** The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

**Section 5:** The Finance Director is hereby directed to report the financial status of the project to the Town Manager on a monthly basis, through the financial summary to the Town Manager.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Director and to the Clerk to Town Council.

**Section 7:** This grant project ordinance expires when all the projects have been completed and the NC SCIF Grant funds have been expended by the Town OR October 3, 2025, whichever occurs sooner.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Randy Baker, Mayor

\_\_\_\_\_  
Katelan Blount, Deputy Town Clerk

# TOWN OF ERWIN

## RESOLUTION

### AUTHORIZING SCIF GRANT – PARKS & RECREATION #10853 SPECIAL FUND

**WHEREAS**, the General Assembly of the State of North Carolina appropriated funding pursuant to Session Law 2023-134.

**WHEREAS**, the North Carolina General Assembly will provide for the distribution of funds to the Town of Erwin, North Carolina an eligible municipality; and

**WHEREAS**, the North Carolina General Assembly funds can be used to cover costs incurred during the time period July 1, 2023 until October 3, 2025; and

**WHEREAS**, NCGS 159-26(B)(2) authorizes the creation of a special fund; and

**NOW, THEREFORE, BE IT RESOLVED,**

**SECTION 1.** The Town of Erwin, Town Council hereby creates the SCIF Grant- Parks & Recreation Fund to accept funding as appropriated in Session Law 2023-134 and by adopting this resolution affirm that the revenue will only be used for the purposes as set out by said grant and certify such to the State Director of the Office of Budget and Management and the Town of Erwin Finance Director and

**SECTION 2:** This SCIF Grant – Parks & Rec. Fund shall be effective beginning July 1, 2023 and remain until the expiration of the original grant and any subsequent extensions or additions proved by the state government.

Adopted the \_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
The Honorable Randy Baker  
Mayor Town of Erwin

ATTEST:

\_\_\_\_\_  
Katelan Blount, Deputy Town Clerk

**TOWN OF ERWIN  
RESOLUTION  
FOR RECEIVING STATE FUNDS  
UNDER THE NC OFFICE OF STATE BUDGET MGT. - SCIF**

**WHEREAS**, the General Assembly of the State of North Carolina appropriated funding pursuant to Session Law 2023-134.

**WHEREAS**, the North Carolina General Assembly will provide for the distribution of funds to the Town of Erwin, North Carolina an eligible municipality; and

**WHEREAS**, a resolution affirming funds will be expended as set out by the Office of State Budget and Management for North Carolina is needed; and

**WHEREAS**, revenue received under the grant will be kept in a separate fund and will not be co-mingled with other Town revenue; and

**WHEREAS**, the Town of Erwin, will provide to the State of North Carolina any unspent grant revenue as of October 3, 2025, unless there is an extension of the grant end date allowed; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council with the Town of Erwin we hereby accept funding as appropriated in Session Law 2023-134 and by adopting this resolution affirm that the grant revenue will only be used for the purposes as set out by said grant and certify such to the State Director of the Office of Budget and Management and the Town of Erwin Finance Director; and

**BE IT FURTHER RESOLVED**, that the Town of Erwin will comply with the procedure created by the North Carolina General Assembly to receive funds under the Act.

Adopted the \_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
The Honorable Randy Baker  
Mayor Town of Erwin

ATTEST:

\_\_\_\_\_  
Katelan Blount, Deputy Town Clerk



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 6th, 2024

Subject: Radio Contracts Memo

---

Harnett County has sent a contract that we will need to approve for the radios that they purchased for the Erwin Police Department. Harnett County purchased radios for our police vehicles and handheld radios for all of the officers in the Erwin Police Department. This partnership has really helped the Town of Erwin. Our current radios were not going to work on the updated VIPER network. It was going to be a major expense to have to replace these radios. The radios were purchased with funds from the American Rescue Plan and they will be ours to keep. This contract needs to be approved by the Town of Erwin due to the type of funds that were used to purchase these radios.

**NORTH CAROLINA**

**EQUIPMENT LEASE**

**HARNETT COUNTY**

THIS EQUIPMENT LEASE (“Lease”), made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between the COUNTY OF HARNETT, (hereinafter referred to as “Lessor”) and TOWN OF ERWIN, (hereinafter referred to as “Lessee”) for the purposes herein stated.

**WHEREAS**, Lessor has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (hereinafter referred to as “ARP/CSLFRF”); and

**WHEREAS**, Lessor adopted a ARP/CSLFRF Property Management Policy (hereinafter referred to as the “Property Management Policy”) to ensure compliance with Title 2 U.S. Code of Federal Regulations Part 200 for property acquired or updated, in whole or in part, with funds from ARP/CSLFRF; and

**WHEREAS**, per the Property Management Policy, equipment procured by the Lessor with ARP/CSLFRF funds may be leased by outside entities to be used for its intended purpose as evidenced by a written leasing agreement; and

**WHEREAS**, Lessor procured Motorola VIPER Radios with ARP/CSLFRF funds for its Emergency Services Department for the purposes of replacing aging emergency communications equipment that will no longer function after 2024; and

**WHEREAS**, Lessor desires to lease VIPER Radios to its municipal police departments within Harnett County to ensure proper communication across all emergency services; and

**WHEREAS**, Lessee desires to lease VIPER Radios for the purpose of ensuring replacement its aging emergency communications equipment and communication across all emergency services.

**NOW THEREFORE**, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, Lessor and Lessee agree as follows:

- 1. LEASE AGREEMENT.** This Lease is entered into pursuant to and subject to the terms and conditions of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 and Title 2 U.S. Code of Federal Regulations Part 200 the terms and conditions of which are incorporated by reference.
- 2. DELIVERY AND ACCEPTANCE:** Lessor hereby leases unto Lessee and Lessee hereby receives from Lessor the radios and accompanying equipment, including chargers and batteries, (hereinafter referred to collectively as the “Leased Equipment”), described in the attached Schedule 1. Upon acceptance by Lessee of the Leased Equipment which acceptance shall be identified by Lessee taking possession of the property herein leased, such acceptance shall acknowledge that the Leased Equipment is in good order and

condition and that Lessee is satisfied with same and that Lessor has made no representation or warranty, expressed or implied, with respect to such item of equipment. All equipment is leased unto Lessee in an "as is" condition.

3. **TERM:** The term of this lease shall be for a period commencing upon execution of this Lease and continuing until December 31, 2026, when this lease shall terminate (the "Lease Term"). Lessor may terminate this Lease upon thirty (30) days written notice to Lessee.
4. **RENT:** The rent for the Term of the Lease shall be \$0.00 per year.
5. **TITLE TO EQUIPMENT:** Lessor represents that it owns all the Leased Equipment herein free and clear of all liens, and title shall remain in the Lessor at all times during the Lease Term.
6. **MAINTENANCE AND REPAIR:** All maintenance and repair costs to the Leased Equipment shall be paid by Lessee and Lessor is hereby relieved from any responsibility to maintain or repair said equipment, all said equipment being leased in an "as is" condition.
7. **STORAGE AND MOVEMENT:** Lessee shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the Leased Equipment. When the Leased Equipment is temporarily not utilized, but required for authorized use in the future, it must be adequately stored to protect it from theft, corrosion, contamination, and damage to sensitive parts. Leased Equipment may be moved to off-site storage locations only with the approval of Lessor.
8. **INSURANCE AND RISK OF LOSS:** Lessee shall acquire and maintain at all times during the Lease Term general liability insurance for property damage on the Leased Equipment, in the amount that sufficiently covers the full replacement value of the Leased Equipment in the aggregate with Lessor as Loss Payee on Lessee's Certificate of Insurance during the Lease Term and provide Lessor with proof of same.
9. **DAMAGE TO EQUIPMENT; DESTROYED OR STOLEN EQUIPMENT:** Lessee shall be responsible for any loss, theft, or repair of the Leased Equipment at its cost.
10. **TAXES AND LICENSES:** All taxes, license fees and other expenses associated with the Leased Equipment shall be paid by Lessee.
11. **LESSEE'S INDEMNIFICATION:** To the extent permitted by law, Lessee shall indemnify, protect and hold harmless the Lessor, its agents, employees, officers, trustees, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses of whatever nature, arising out of the negligent acts or omissions of Lessee during its use or operation of any item of Leased Equipment. The indemnifications and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law or otherwise for any such claims made or accruing during the term of this

lease.

12. **ASSIGNMENT AND SUBLEASE:** Lessee may not assign or sublease the Leased Equipment.
13. **LESSOR'S WARRANTY:** Lessor makes no warranties unto Lessee regarding the Leased Equipment with all Leased Equipment being leased in its "as is" condition except to the extent that Lessor receives any warranties from a manufacturer of the Leased Equipment, then Lessor will pass them through to Lessee to the full extent permitted by the terms of any such warranties.
14. **LESSEES' DEFAULT:** Time is of the essence under this Lease and any of the following events shall constitute defaults on the part of Lessee hereunder:
  - a. any breach or failure of Lessee to observe or perform any of its obligations under this lease; or
  - b. insolvency or bankruptcy of Lessee or assignment for the benefit of creditors.Upon the occurrence of any default Lessor may exercise this option without notice to or demand on the Lessee and thereupon all the Leased Equipment and rights of Lessee therein shall be surrendered unto Lessor; upon default, Lessor may take possession of the Leased Equipment where found with or without process of law in court, may enter upon the premises without liability for suit, action, or other proceedings by Lessee and remove the Leased Equipment; or hold, sell, lease or otherwise dispose of the Leased Equipment or keeping of any of them as Lessor so chooses without effecting the obligation of Lessee.
15. **RECORDS:** Lessee shall maintain accounts, records, documents, and other evidence that address the proper use, insurance, inventory, costs, repairs, maintenance, and replacement associated with the Leased Equipment. The system of accounts employed by Lessee shall be kept in accordance with generally accepted accounting principles. All supporting documentation shall be preserved for a period of five years following the termination or expiration of this Lease.
16. **AUDIT:** Lessor may monitor operations under this Lease, including conducting site visits to inspect the Leased Equipment, observe operations of the Leased Equipment, review finances related to the Leased Equipment, and ensure compliance with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 and Title 2 U.S. Code of Federal Regulations Part 200. Lessee shall permit Lessor's auditors and independent auditors' access to its records and financial statements as necessary to conduct audits, including on-site audits during normal office hours with prior notice to Lessee, at any time during the term of this Lease, and within five years after termination or expiration.
17. **GRANT-RELATED INCOME:** If Applicable, Lessee shall inform Lessor's Administrative Representative of any grant-related income and shall maintain appropriate records for the receipt and disposition of such income to enable Lessor to fulfill its responsibility under ARP/CSLFRF.

18. **REPORTING REQUIREMENTS:** If Applicable a final financial report is due within thirty (30) days of the expiration or termination of this Lease.
19. **CHOICE OF LAW AND FORUM:** This Lease shall be governed by and construed in accordance with the laws of North Carolina (excluding any conflict of laws provisions of the State of North Carolina which would refer to and apply the substantive laws of another jurisdiction), and any claim or cause of action based on this Lease or a breach thereof shall be brought and maintained in a state court in Harnett County, North Carolina or federal court in North Carolina, which shall have exclusive jurisdiction thereof. Lessee consents to the exclusive personal jurisdiction and venue of the courts described above.
20. **FORCE MAJEURE:** Each Party may be excused for failure to perform obligations if such failure is caused by any reason beyond that Party's reasonable control, or by reason of any of the following circumstances: acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), epidemics, pandemics, governmental order, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Lessee shall take reasonable steps to minimize delay or damages caused by foreseeable events and will notify Lessor of the likelihood or actual occurrence of such an event.
21. **ENTIRE AGREEMENT:** This Lease (including attachments) states the entire agreement between the Parties as of the date of the final signature below in respect to the subject matter of the Lease and supersedes any previous written or oral representations, statements, negotiations, or agreements.
22. **SEVERABILITY:** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
23. **HEADINGS:** The headings used in this Lease have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Lease. This Lease has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such party's being the drafter hereof.
24. **COUNTERPARTS:** This Lease may be executed in two or more counterparts (facsimile transmission, e-mail attachment or otherwise), each of which shall be deemed an original Lease and all of which shall constitute but one Lease. A signed copy of this Lease exchanged electronically shall be deemed to have full force and effect as an original executed copy.
25. **NOTICES:** All notices, demands and requests to be given or made hereunder shall be given or made in writing and shall be deemed to be properly given or made if hand-

delivered or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee at the address provided on the first page of this Lease and to Lessor at:

**Lessee:**  
Jonathan Johnson, Police Chief  
Town of Erwin  
100 West F Street  
Erwin, North Carolina 28339

**Lessor:**  
Larry T. Smith  
Emergency Services Director  
P.O. Box 370  
Lillington, NC 27546

With copy to:  
Senior Staff Attorney  
P.O. Box 238  
Lillington, NC 27546

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by e-mail, telephone or facsimile and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above. Any of such addresses may be changed at any time on written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

**IN WITNESS WHEREOF**, Lessor and Lessee have hereunto set their hands and seal on this Lease Agreement the day and year first above written.

**LESSOR:**

COUNTY OF HARNETT

\_\_\_\_\_  
Brent Trout, County Manager

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

By: \_\_\_\_\_  
Name: Kimberly Honeycutt  
Title: County Finance Officer



**LESSEE:**

TOWN OF ERWIN

\_\_\_\_\_  
Snow Bowden, Town Manager

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that Brent Trout personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that Snow Bowden personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Schedule 1**

### **Federal Grant Equipment**

Wherein the Lessee agrees to the terms as outlined above and will maintain and protect the leased equipment of:

1. VIPER RADIOS with the model and serial numbers in the attached document.

Leased equipment is for the purpose of emergency response communication and use of such equipment shall be compliant with the terms and conditions of this Lease and the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 and Title 2 U.S. Code of Federal Regulations Part 200.

The annual reporting of equipment inventory will be directed to the Emergency Services Director each fiscal year. The report will require a description of the condition of the equipment as well as a report of annual utilization of the equipment.



