

**THE ERWIN BOARD OF COMMISSIONERS
JULY 2022 REGULAR MEETING
THURSDAY, JULY 14, 2022 @ 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 request discussion of an item, the item will be removed from the Consent Agenda and considered under New Business.

 - A. Minutes of Workshop on May 23, 2022 (**Page 2**)
 - B. Minutes Regular Meeting on June 2, 2022 (**Page 6**)
 - C. Financial Report for May 2022 (**Page 16**)
4. **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
5. **SPECIAL PRESENTATION RECOGNIZING THE CFCA SOFTBALL TEAM**
6. **OLD BUSINESS**
 - A. Library Consolidation (**Page 18**)
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. **GOVERNING BODY COMMENTS**
11. **ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS**REGULAR MINUTES****JULY 14, 2022****ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, July 14, 2022, at 7:00 P.M. in Erwin, North Carolina.

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

Town Manager Snow Bowden, Town Clerk Lauren Evans, Town Attorney Tim Morris, and Police Chief Jonathan Johnson were present.

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

Commissioner McKoy gave the invocation.

Citizen, James Harrold, led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

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

CONSENT

Commissioner Blackmon made a motion to approve **(ITEM A)** Minutes of Regular Workshop on May 23, 2022 **(ITEM B)** Minutes of Regular Meeting on June 2, 2022 **(ITEM C)** Financial Report for May 2022 and was seconded by Commissioner Turnage. **The Board voted unanimously.**

PUBLIC COMMENT

No one was present for Public Comment.

SPECIAL PRESENTATION RECOGNIZING THE CFCA SOFTBALL TEAM

Mayor Baker presented a Proclamation Plaque congratulating the 2022 Cape Fear Christian Academy Lady Eagles Softball Team and coaches on an amazing season.

Town Of Erwin
 Financial Summary Report
 YTD Comparison of May 2021 and 2022



BANK ACCOUNT BALANCES			
	YTD May-22	YTD May-21	YTD May-21
CASH MANAGEMENT	2,596,277.79	1,826,856.89	483,001.68
BB&T CASH IN BANK	296,501.00	136,502.01	136,502.01
FIRST FEDERAL BUSINESS M	136,818.76	858,160.47	858,431.78
FIRST FEDERAL MONEY MARKET	858,160.47		
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	\$ 3,887,758.02	\$ 3,302,792.36	
BB&T STATE FORFEITURE	4,246.64	4,142.58	
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT	213,240.54	188,845.50	
FIRST FEDERAL CAP. RESERVE/GENERAL	2,353,203.91	2,348,463.62	
BB&T HEALTH RESERVE HRA ACCT.	21,864.71	17,684.04	
PRIEBE FIELD ACCT.	19,260.75	10,428.83	
AL WOODALL PARK IMPROVEMENTS	388,175.66	348,985.55	
AMERICAN RELIEF FUNDS: ARPA Grant	593,936.28		
Community Bld. Renovation: SCIF GRANT	99,868.12		
Y-T-D BALANCE RESTRICTED FUNDS	\$ 3,693,796.61	\$ 2,916,550.12	
CUMULATIVE BALANCE FOR TOWN OF ERWIN	\$ 7,581,554.63	\$ 6,219,342.48	

	YTD May-22	YTD May-21	DIFFERENCE
Revenues			
CURRENT YEAR LEVY OF PROPERTY TAXES	1,151,513.00	5,690.00	(11,482.00)
CURRENT YEAR MOTOR VEHICLE TAXES	156,703.00	16,071.00	(989.00)
PRIOR YEAR TAXES / Penalties & Interest	44,725.00	9,630.00	95,953.00
UTILITIES FRANCHISE TAXES	135,832.00	711,185.00	(900.00)
ENTRY FEES	20,865.00	410,318.00	4,089.00
SALES & USE TAX	807,138.00	55,785.00	1,590.00
ZONING PERMITS/APPLICATIONS	14,080.00	780,340.00	(190,436.00)
REFUSE COLLECTIONS FEES	414,407.00		
STORM WATER COLLECTION	57,345.00		
ALL OTHER REVENUES	589,904.00		
	\$ 3,398,202.00	\$ 3,468,986.00	(70,784.00)
Expenditures			
GOVERNING BODY	20,688.00	(452.00)	(21,140.00)
ADMINISTRATION	223,557.00	245,205.00	(21,648.00)
NON-DEPARTMENTAL	276,853.00	248,550.00	28,303.00
PLANNING & INSPECTIONS	10,557.00	33,015.00	(22,458.00)
POWELL BILL-STREETS	56,429.00	161,535.00	(105,106.00)
POLICE	886,487.00	743,076.00	143,411.00
POLICE-SRO	57,471.00	70,636.00	(13,165.00)
CONTRACT SERVICES-FIRE	252,020.00	248,323.00	3,697.00
PUBLIC WORKS-ADMIN.	106,254.00	93,711.00	12,543.00
PUBLIC WORKS-STREETS	287,384.00	225,641.00	61,743.00
PUBLIC WORKS-SANITATION	263,465.00	315,781.00	(52,326.00)
PUBLIC WORKS-STORM WATER	6,153.00	12,280.00	(6,127.00)
RECREATION	293,261.00	256,679.00	36,582.00
LIBRARY	62,078.00	57,612.00	4,466.00
COMMUNITY CENTER	4,932.00	11,519.00	(6,587.00)
	\$ 2,807,579.00	\$ 2,744,703.00	62,876.00

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH OF May 2022



REVENUES	ANNUAL BUDGET	May '22 ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,103,866.00	7,665.00	1,167,203.00	104.83%
CURRENT YEAR MOTOR VEHICLE TAXES	175,470.00	17,815.00	156,703.00	89.30%
PRIOR YEAR TAXES / Penalties & Interest	10,000.00	764.00	44,725.00	447.25%
UTILITIES FRANCHISE TAXES	190,000.00	860.00	135,832.00	71.49%
ENTRY FEES	19,000.00	0.00	20,865.00	109.82%
SALES & USE TAX	700,000.00	65,709.00	807,138.00	115.31%
ZONING PERMITS/APPLICATIONS	8,000.00	825.00	14,080.00	176.00%
REFUSE COLLECTIONS FEES	410,266.00	36,279.00	414,407.00	101.01%
STORM WATER COLLECTION	69,930.00	6,041.00	57,345.00	82.00%
ALL OTHER REVENUES	697,042.00	48,668.00	589,904.00	84.63%
	3,383,564.00	180,626.00	3,398,202.00	100.43%
EXPENDITURES	ANNUAL BUDGET	May 2022 ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	47,946.00	2,824.00	20,688.00	43.15%
ADMINISTRATION	263,399.00	20,492.00	223,557.00	84.87%
NON-DEPARTMENTAL	279,319.00	19,731.00	276,853.00	99.12%
PLANNING & INSPECTIONS	77,369.00	302.00	10,557.00	13.64%
POWELL BILL-STREETS	167,000.00	1,477.00	55,429.00	33.94%
POLICE	964,020.00	61,960.00	886,487.00	91.96%
POLICE-SRO	64,030.00	5,197.00	57,471.00	89.76%
CONTRACT SERVICES-FIRE	238,307.00	4,783.00	262,020.00	105.75%
PUBLIC WORKS-ADMIN.	109,004.00	7,948.00	106,254.00	97.48%
PUBLIC WORKS-STREETS	396,994.00	25,273.00	287,384.00	72.39%
PUBLIC WORKS-SANITATION	345,343.00	27,526.00	263,455.00	76.29%
PUBLIC WORKS-STORM WATER	15,000.00	1,811.00	6,153.00	41.02%
RECREATION	349,119.00	26,405.00	293,251.00	84.00%
LIBRARY	69,406.00	6,538.00	62,078.00	89.44%
COMMUNITY CENTER	7,300.00	333.00	4,932.00	67.56%
	3,383,564.00	211,410.00	2,807,679.00	82.98%
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)		(30,784.00)	690,623.00	

BANK BALANCES AS OF May 2022		
CASH MANAGEMENT		2,596,277.79
BB&T CASH IN BANK		296,601.00
FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET		136,818.76
FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET		868,160.47
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS		3,887,768.02
BB&T STATE FORFEITURE		4,246.64
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT		213,240.64
BB&T FEDERAL CAP. RESERVE/GENERAL		2,353,203.91
BB&T HEALTH RESERVE HRA ACCT.		21,864.71
PRIEBE FIELD ACCT.		19,260.75
AL WOODALL PARK IMPROVEMENTS		388,176.66
AMERICAN RELIEF FUNDS - (ARPA) Federal Grant		693,936.28
Community Building Renovation - (SCIF) State Grant		99,868.12
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS		3,693,796.61
CUMULATIVE BALANCE FOR TOWN OF ERWIN		7,581,564.63

POWELL BILL BALANCE		389,766.17
\$		



**TOWN OF ERWIN
BOARD OF COMMISSIONERS
REGULAR MEETING
THURSDAY, JULY 14, 2022 AT 7PM**

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 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*

Name	Address	Subject
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

MINUTES CONTINUED FROM JULY 14, 2022

OLD BUSINESS

Library Consolidation

Town Manager Snow Bowden stated provided the Board with copies of the two previous drafts and the proposed final contract with Harnett County for the Library Consolidation. It will be prorated due to beginning in August. The estimated amount the Town will pay will be \$63,621.00.

Commissioner Turnage asked for Town Attorney Tim Morris' opinion.

Town Attorney Tim Morris stated that the most important aspect of this contract was that the Board has the right to terminate with a 6-month notice prior to the next fiscal year.

Commissioner Blackmon made a motion to approve the Library Consolidation Contract with Harnett County and was seconded by Commissioner Turnage. **The Board voted unanimously.**

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 at 7:13 PM and was seconded by Commissioner Blackmon. **The Board voted unanimously.**

RECONVENED

Commissioner McKoy made a motion to go back into regular session at 7:47 PM and was seconded by Commissioner Turnage. **The Board voted unanimously.**

MANAGER'S REPORT

Town Manager Snow Bowden informed the Board that the LED Sign has been ordered and should arrive in November. We are currently working on updating our website to be more modern and user-friendly, such as online payment and online registration. He updated the Board on the progress on East H Street. He stated they were waiting for the budget to put curb stops on all the parking spots which were expected to happen in the next week. He has had good feedback from the business owner on East H Street and Cotton Row was happy about how the handicap parking spot was set up. He thanked Lillington for allowing us to borrow their limb truck while we wait for our Limb Truck which was expected to arrive in July. He informed the Board that we are currently closing our budget and will hopefully have our auditors come in the fall. He reminded the Board about the joint meeting with the Planning Board on July 18th at 7 PM and he hoped to have a quote on the Comprehensive Land Use Plan at our August Workshop.

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 14, 2022

Subject: Library Consolidation

We have the updated agreement from Harnett County for the library consolidation project. At the moment of putting the packet together I am waiting on one more clarification on the agreement.

Attachments:

- Harnett County Library Consolidation agreement

NORTH CAROLINA
HARNETT COUNTY

LIBRARY CONSOLIDATION AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July, 2022, 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 Angier, the Town of Coats, and the Town of Erwin, all municipal corporations, organized and existing under the laws of the State of North Carolina (hereinafter referred to collectively as "Municipalities" or individually as "Municipality").

WITNESSETH

WHEREAS, the Parties have established, operate, and support independent public library systems pursuant to N.C.G.S §153A-263; and

WHEREAS, the Parties recognize the operational efficiencies that can be realized by consolidating its respective library systems into a single county-wide library system; and

WHEREAS, the Parties desire to transfer library ownership, functions and operations to the County pursuant to N.C.G.S. §153A-270.

NOW, THEREFORE, in consideration of the premises set forth herein, and intending to be legally bound, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Purpose

This Agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdictions of the aforementioned government bodies through their collaborative and collective efforts under the authority of the North Carolina General Statutes 153A-270 and North Carolina General Statutes 160A, Article 20, Part 1.

By defining the financial, property, and operational appropriations and supervision of the Harnett County Public Library System, this Agreement will replace the November 17, 2014 Interlocal Library Agreement signed by Harnett County Public Library and the Municipalities.

II. Operation

- A. County shall assume ownership, control, responsibility, and oversight of the operation of the municipal libraries, creating a single County-wide library system.
- B. In consideration for assuming ownership, responsibility, and oversight of the municipal libraries, the County will have the freedom to operate the library system as it deems necessary.
- C. County shall be responsible for providing appropriate levels of programming, operation hours, and library collections as determined by the library system director in consultation with the branch manager.
- D. **Library Collections, Books, Reference Material and Other Materials.** Municipalities shall transfer ownership of its library collections, books, reference material, and all other materials to the County upon the effective date of this Agreement. The County shall use transferred collections, books, reference material, and all other material for library purposes for its remaining useful life. The County reserves the right to add to the collections and remove materials from circulation as they reach the end of their useful life.
- E. **Furniture.** Ownership of all furniture associated with the operation of the library, including but not limited to shelving, desks, chairs, carts, and book returns shall be transferred to the Harnett County Library System.

- F. **Contracts.** Municipalities shall work with the County to assign Agreements and Contracts, where assignable, that were entered into by the Municipality for the benefit of the municipal library.
- G. **Information Technology Hardware and Software.** Ownership of all Information Technology hardware, software, services, and any licenses obtained and purchased by a Municipality shall be retained by the Municipality. County will be responsible for providing IT hardware and any necessary software, services, and licenses to the branches for operation within the Harnett County Library System.
- H. **Facilities.** All buildings, grounds, or other facilities used by library branches will remain the property of the municipalities. A lease between the municipality and the County will be entered into for an initial period to continue the operation of the transferred library at the same location. The lease between the Municipalities and the County shall be rent free with the County paying for the utilities used. Buildings in which the leased library shares space with other entities, the County will be responsible for its pro-rata share of the utilities based on square footage. Renewal of leases beyond the initial term will be considered and voted on by both boards. Decisions regarding new facilities for the operation of the branch library, renovations of existing facilities, or relocations must be approved by the governing boards of the County and the Municipality in which the library is located in.

III. Employees

Upon transferring ownership and operation of the municipal library, municipal library employees will become County employees, subject to the County Personnel Ordinance and all rights, duties, and obligations contained therein.

- A. **Salaries.** Any municipal library employee that becomes a County employee will be brought on as a Harnett County employee at the appropriate grade within the Harnett County Salary Grading System to which their position is allocated. If the employee's municipal salary is above or within the salary range of the grade in which the employee position falls, then the employee will maintain the salary with the County. Any employee who is brought on as a County employee whose salary is below the position grade minimum will receive a salary equal to the grade minimum salary.
- B. **Credit for Prior Municipal Service in Employee Leave Accrual.** All municipal employees who transition to full-time 40 hour workweek County employees will accumulate leave at a rate that takes into account their years of service with the Municipality they are transferring employment from in addition to North Carolina counties, and North Carolina governmental agencies.
- C. **Transfer of Municipal Sick Leave to County.** All full-time employees transitioning from municipal employment to County employment may transfer sick leave from the Municipality they are transferring from to the County, in accordance with the Harnett County Personnel Ordinance.
- D. **Prohibition on Transfer of Vacation Leave.** Municipal library employees' vacation leave balances shall not transfer from Municipality to the County. All employees who accrue vacation leave during their employment with each Municipality shall be paid for remaining balances of vacation leave by the employing Municipality in accordance with each Municipality's vacation leave policy and or ordinance prior to becoming County employees.

- E. **Probationary Period.** All employees that transition from municipal employment to County employment will undergo a probationary period of a continuous period of 6 months, as outlined in the Harnett County Personnel Ordinance.

IV. Finances: Division of Expenditures Schedule

Funding of the municipal library's operating budget will transition from Municipality to County over a period of three years with each party being responsible for its portion of the budget as follows:

- A. County will be responsible for setting an operating budget for each Library branch at the beginning of Year 1.
- B. In Year 1, the Municipality will pay the lesser of two-thirds ($2/3$) of the County's library budget for the branch located within the Municipality or the total amount of the Municipality's library budget for the year preceding Year 1.
- C. In the event Municipal and County library consolidation does not take effect until after the start of the fiscal year, Municipality will pay a prorated portion of the lesser of two-thirds ($2/3$) of the County's library budget for the branch located within the Municipality or the total amount of the Municipality's library budget for the year preceding Year 1.
- D. In Year 2, the Municipality will pay the lesser of one-third ($1/3$) of the County's library budget for the branch located within the Municipality or the total amount of the Municipality's library budget for the year preceding Year 1.
- E. In Year 3, the County will assume full responsibility for funding and operating the budget for all branch libraries within the Harnett County Public Library System.

- F. County and each Municipality shall work in coordination and cooperation with one another to ensure that the branch libraries are funded as part of the normal budgeting processes within each entity's respective organization.

V. Library Board of Trustees

- A. The Harnett County Public Library Board of Trustees shall be the sole advisory board for the Harnett County Public Library System.
- B. Municipalities shall disband its Municipality library advisory boards upon transfer of library operations to County.
- C. **Operation.** Harnett County Public Library Board of Trustees shall operate in accordance with the Harnett County Public Library Board of Trustees bylaws and exercise all powers and duties enumerated therein.
- D. **Membership.** Selection and membership to Harnett County Public Library Board of Trustees shall be carried out in accordance with the Harnett County Public Library Board of Trustees bylaws.

VI. Insurance Coverage and Indemnification

A. Insurance Coverage

1. The Municipalities shall maintain and pay for insurance coverage in sufficient enough amounts to insure against damage or loss of the Municipality owned building(s) in which the branch library will operate and any Municipality owned contents contained therein.
2. The County shall maintain and pay for insurance coverage for the County owned Library buildings and its contents, contents of branch libraries, general liability and worker's compensation insurance coverage for the County Library System staff, accident

insurance coverage for patrons, and the coverage for vehicles used to provide service. In addition, the County Library System will also maintain flood insurance on contents in libraries, if necessary.

B. Indemnification. To the extent permitted by law, each party will mutually indemnify and hold harmless the other parties, their officers, agents, and employees from and against all loss, cost, damage, expense and liability caused by negligent acts or omissions resulting in bodily injury, including death and disease to any person or damage or destruction to property, real or personal arising directly or indirectly from said negligent acts or omissions.

VII. Terms of Agreement and Amendment

- A. This Agreement is effective on August 1, 2022 and may be amended from time to time upon the mutual written consent of all the parties.
- B. Recommendations for amendments shall be forwarded to each of the parties in writing with a thirty-day period for consideration given. The recommendations shall state the date the thirty-day period commences and ends. If any party to this Agreement has not taken specific action regarding the recommendation within sixty-days of the end date of the thirty-day period the recommended amendment shall be considered approved by that Board or entity.
- C. Disagreements related to this Agreement shall be resolved first by a committee of appointed representatives consisting of at least one employee from each of the governmental units involved in the disagreement and then by their legal counsel if necessary.

VIII. Termination

- A. This Agreement may be terminated by either the Municipality or the County. Under no circumstance does termination by or with one Municipality terminate the Agreement between the other Municipalities and the County.
- B. Notice of Termination shall be provided at least six (6) months prior to the commencement of the next fiscal year. Such termination and transfer of operations will occur at the conclusion of the fiscal year in which the notice of termination was received.
- C. In the event that this Agreement is terminated by the County all personnel, materials, books, and collections originally provided by the Municipality or purchased during the first two years of this Agreement, utilities, assignable contracts entered into for the benefit of the branch library located within the Municipality, and other non-information technology goods and services will revert back to the Municipality in which the branch is located. Information technology goods and services will remain the property of the County. Materials, including but not limited to books, collections, or reference materials, purchased for use in the branch library in third year or later of this Agreement will remain the property of the County and may be made available for Municipality purchase at replacement cost.
- D. In the event that the Municipality in which the branch is located terminates this Agreement, all personnel, materials, collections, and books originally provided by the Municipality or acquired during the first two years of this Agreement, utilities, assignable contracts entered into for the benefit of the branch library located within the Municipality, and other non-information technology goods and services will revert back to the Municipality in which the branch is located. Information technology goods and services will remain the property of the County. Materials, including but not limited to books,

collections, and reference materials, purchased by the County for use in the branch library in the third year or later shall remain the property of the County and may be made available to Municipalities for purchase at replacement cost.

- C. In the event of termination, any endowments made for the use of the specific library branch that is being terminated shall be transferred to the Municipality for use in accordance with the terms of the endowment.

IX. Integration of Understandings

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletions, subsequent renewal, deletion, or other amendment hereto shall have any force or affect unless embodied herein in writing signed by the Parties.

X. Controlling Law

This Agreement shall be governed by and construed in accordance with 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 any party must be filed in Harnett County, North Carolina.

XI. Superseding

This Agreement supersedes all prior agreements between Municipality and County relating to the operations of County and Municipality libraries, including any Interlocal Library Agreements, which are hereby terminated upon execution of this Agreement.

XII. Notices

All notices or other communications which all be made pursuant hereto shall be in writing and shall be deemed to be given and received when (a) 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 addresses set forth below. Any 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 Parties in the manner set forth above.

County

County of Harnett
455 McKinney Parkway (physical)
PO Box 759 (mail)
Lillington, NC 27526
Attn: County Manager

With a copy to:

County of Harnett
455 McKinney Parkway (physical)
PO Box 238 (mail)
Lillington, NC 27526
Attn: Senior Staff Attorney

Town of Angier

Town of Angier
P.O. Box 278
Angier, NC 27501
Attn: Town Manager

Town of Coats

Town of Coats
P.O. Box 675
Coats, NC 27521
Attn: Town Manager

Town of Erwin

Town of Erwin
P.O. Box 459
Erwin, NC 28339
Attn: Town Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF HARNETT

BY:

Lewis W. Weatherspoon, Chairman, County Board of Commissioners

ATTEST:

Melissa Capps, Clerk to the Board of Commissioners

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

Kimberly Honeycutt, Finance Officer

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF ANGIER

BY:

Robert K. Smith, Mayor

ATTEST:

Veronica Hardaway, Town Clerk

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

Hans Kalwitz, Finance Officer
Town of Angier

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF COATS

BY:

Chris Coats, Mayor

ATTEST:

Connie Lassiter, Town Clerk


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

Connie Lassiter, Finance Officer

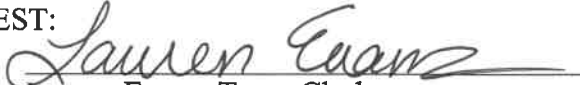
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOWN OF ERWIN

BY:


Randy L. Baker, Mayor

ATTEST:


Lauren Evans, Town Clerk

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


Linda P. Williams, Finance Officer

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT


TOWN OF ERWIN FINANCE

MINUTES CONTINUED FROM JULY 14, 2022
ATTORNEY'S REPORT

Town Attorney Tim Morris stated he was thankful to be the Town Attorney and he applauded the Chamber for doing lots of great things around the Town.

GOVERNING COMMENTS

Commissioner Turnage informed the Board that Denim Days will be on October 1st, there will be Erwin Mills Day and they will invite everyone who worked at the Mills and will be cooking Brunswick Stew. People do not realize what the Mills did for Erwin. There is a guy who walks up and down S 13th Street picking up trash and he felt he should be recognized.

Town Manager Snow Bowden informed the Board that the man Commissioner Turnage is speaking of is very shy. He has reached out to his family in the past and was informed he does not wish to be recognized.

The Board directed staff to get him a gift certificate to IGA for his efforts and ask his family to give it to him.

Commissioner Turnage stated he is still waiting for a meeting with Keith Anderson to discuss speeding on Iris Bryant Road and S 13th Street. There are two broken speed limit monitors as you come into Erwin. He asked Town Manager Snow Bowden and Police Chief Jonathan Johnson to help him set up a meeting with Keith Anderson.

Commissioner Nelson thanked Mayor Baker and Town Clerk Lauren Evans for organizing the Remembrance Service at Al Woodall Park and it turned out really good.

Commissioner Byrd asked who the Board needs to talk to at the State about the gully in the road and the hump at Porter Park. There comes to a point where it is dangerous.

Mayor Baker stated he has already spoken to Keith Anderson about those exact issues. Mr. Anderson was surprised with some change orders he was not expecting and has already hired the workers to fix the problems.

Commissioner Byrd expressed his concern with the flood issue over by the new school.

Town Manager Snow Bowden stated during the previous week's rain storm, Public Works Director Mark Byrd took pictures and videos of the flooding on East D Street and pouring over on 10th Street as well. The flooding is due to the way the new school is sloped and he has made Steve Matthews with the Harnett County Schools aware.

Commissioner Byrd asked where we are on dealing with the fence he previously informed staff about.

Town Attorney Tim Morris stated it is non-compliance and he reached out to see if there is an informal way to fix the issue and has since found out that an informal approach will not work. He did draft a letter to send to the code violator.

MINUTES CONTINUED FROM JULY 14, 2022

Commissioner Byrd stated we will go to court if we need to. Why have codes if we do not enforce them? He stated two flea markets are being run on his road and we have to do something about it.

Commissioner Marbell stated the worst yard is on D Street and he will not say names but this resident needs to clean up his home.

Mayor Baker thanked Town Clerk Lauren Evans, all staff, and everyone who was able to attend the Remembrance Service. He hoped everyone enjoyed the service, there were a lot of good comments and feedback. He stated he wanted the Board to involve the public as much as we can and that internally will solve some issues. He has some ideas for different advisory Boards that can reach out and get the citizens more involved within the Town.

ADJOURNMENT

Commissioner Byrd made a motion to adjourn at 8:08 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

**MINUTES RECORDED AND TYPED BY
LAUREN EVANS TOWN CLERK**

ATTEST:



Randy Baker
Mayor



Lauren Evans
Town Clerk