

**THE ERWIN BOARD OF COMMISSIONERS
JUNE 2022 REGULAR MEETING
THURSDAY, JUNE 2, 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 Budget Workshop on March 24, 2022 **(Page 3)**
- B. Minutes of Workshop on April 25, 2022 **(Page 10)**
- C. Minutes Regular Meeting on May 5, 2022 **(Page 14)**
- D. Financial Report for April 2022 **(Page 21)**
- E. DM2 Engineering, PLLC FY2022-2023 Retainer Extension Agreement **(Page 23)**
- F. Budget Ordinance Amendment BOA 2022-03 **(Page 26)**
- G. Budget Ordinance Amendment BOA 2022-04 **(Page 29)**
- H. Auditor Contract and Engagement Letter **(Page 30)**
- I. Stormwater Policy **(Page 46)**
- J. Fire Inspection Contract **(Page 53)**
- K. Budget Ordinance Amendment BOA 2022-05 **(Page 109)**

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. OLD BUSINESS

- A. Library Consolidation **(Page 96)**
- B. Annexation of 3 parcels located off of St Matthews Rd **(Page 93)**

6. PRESENTATION OF PLAQUE TO OUTGOING MEMBERS OF THE BOARD OF COMMISSIONERS

7. INDUCTION CEREMONY OF NEW MEMBERS OF THE BOARD

- A. Oath of Office for Re-Elected and Newly Elected Members of the Board
 - 1. Randy Baker----Mayor
 - 2. Alvester McKoy---Ward 1
 - 3. Tim Marbell----Ward 3
 - 4. David Nelson----Ward 5
- B. Recess for Refreshments in Honor of Outgoing Members and Welcoming Incoming Members of the Board
- C. Organizational Meeting of the Board of Commissioners

8. **PUBLIC HEARING**
 - A. Proposed Fiscal Year Budget 2022-2023 (**Separate Attachment**)
 - B. SU-2022-008 (**Page 60**)
 - C. ZT-2022-003 (**Page 79**)
9. **MANAGER'S REPORT**
10. **ATTORNEY'S REPORT**
11. **GOVERNING BODY COMMENTS**
12. **ADJOURNMENT**

ERWIN BOARD OF COMMISSIONERS

BUDGET RETREAT MINUTES

MARCH 24, 2022

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Pro Tem Baker presiding held its Annual Planning Retreat in the Erwin Municipal Building Board Room on Thursday, March 24, 2022, at 9:00 A.M. in Erwin, North Carolina.

Board Members present were: Mayor Pro Tem Randy Baker, William Turnage, Ricky Blackmon, and Alvester McKoy.

Board Members absent were: Mayor Patsy Carson and Commissioner Thurman Whitman

Town Manager Snow Bowden, Town Clerk Lauren Evans, Finance Director Linda Williams, Police Chief Jonathan Johnson, Public Works Director Mark Byrd, Recreation Director Doug Stevens, and Librarian Kimberly Vanbeck were present.

Mayor Pro Tem Baker called the meeting to order at 9:00 A.M.

Commissioner McKoy gave the Invocation.

Town Clerk Lauren Evans led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

DEPARTMENTAL CAPITAL REQUEST

Below are the requests from each Department for the upcoming 2022-2023 fiscal year.

LIBRARY- KIMBERLY VANBECK

Town Manager Snow Bowden stated we are waiting to see a legal agreement from Harnett County but within the first year, we would contribute \$69,405.00, the next year \$43,964.00, then fiscal year 2024-2025 the Town would contribute \$0.00.

Librarian Kimberly Vanbeck came forward and discussed the pros and cons of the Library Consolidation Plan in her opinion.

MINUTES CONTINUED FROM MARCH 24, 2022

Discussion continued amongst the Board and concerns were expressed on the details of the potential consolidation.

Librarian Kimberly Vanbeck stated under the current budget with the Town her biggest concerns are not having additional staff and the book budget is extremely low.

PARKS AND RECREATION---DOUG STEVENS

Town Manager Snow Bowden stated for the Recreation Department, the Town has a separate fund, the Priebe Fund, and our auditors had a valid point that there needs to be some type of budget in place, separate from the general fund. He is requesting there to be a threshold or a percentage that it cannot get below. The fund currently has about \$12,000 in it.

Parks Director Doug Stevens stated in the past, the Priebe Fund is used for cement pad under the bleachers, signage for all the fields, and most importantly, assist with travel expenses for our All-Star Teams to go to the State Competitions. This fund is made up of mostly donations from local residents.

The consensus of the Board was to follow the auditor's recommendation at the discretion of the Town Manager and Parks and Recreation Director Doug Stevens to have blanket miscellaneous expenses and set the minimum threshold allowed.

Parks Director Doug Stevens stated he provided Town Manager Snow Bowden with a list of improvements that need to be made at Al Woodall and Porter Parks and discussed those potential improvements with the Board.

POLICE DEPT---JONATHAN JOHNSON

Town Manager Snow Bowden stated the proposed budget included one new detective position and new body cams for the Police Department. Chief Johnson did ask for two detectives but only one was proposed in the budget to make the numbers work.

Police Chief Jonathan Johnson stated investigator position would help Lieutenant Ennis with day-to-day investigations and focus on narcotics in Town. Since 2018, their department has had an increase in calls. Their body cams are six years old and need to be replaced. He stated he asked for two investigators so he could assign one investigator to each squad which would put another person on the road who would rotate with that squad and take the cases assigned during that shift.

Commissioner Blackmon asked Town Manager Snow Bowden to try and fit both investigator positions in the budget if at all possible. Having someone else on the road to protect our citizens is a priority.

Police Chief Jonathan Johnson stated with both of his sergeants being out on medical leave, it is a struggle to make sure he has coverage on every shift. He discussed salaries with the Board.

MINUTES CONTINUED FROM MARCH 24, 2022

The Board discussed raising salaries across the board for all employees and making it a priority to provide each department with what they need if the budget will allow for it.

PUBLIC WORKS---MARK BYRD

Town Manager Snow Bowden informed the Board that the Public Works department has to have a new limb truck. He proposed purchasing a new limb truck and once the current limb truck is fixed, use that on Wednesday to pick up appliances to keep it operating. He also proposed \$20,000 to prepare the leaf truck and purchase a new lawnmower.

Commissioner Blackmon recommended a lease to purchase the leaf truck.

Discussion continued amongst the Board and Public Works Director Mark Byrd.

Mayor Pro Tem Baker asked Mr. Byrd how the growth is affecting his department.

Public Works Director Mark Byrd stated he would prefer an increase in salary for his current employees compared to hiring more employees. The employees he currently has are adequate to get the job done with summer help. His employees have licenses and could be making a lot more money elsewhere.

Mayor Pro Tem Baker stated the Board previously discussed moving Public Works to make that land available for commercial or residential growth.

Commissioner Blackmon recommended moving the Public Works Building off the road and stated if the Board is in agreement, we need to be in the design phase now.

The Board discussed where to move the Public Works facility and the day-to-day needs of the Public Works Department.

Town Manager Snow Bowden informed the Board that the sanitation line item is budgeted to go up due to our contracted services for waste pick up, GFL is increasing by 4%.

The Board discussed the probability of bringing the waste pick up back in house. The consensus of the Board was to look into the funding two to three years from now.

The Board expressed the need for cameras on all Town Buildings.

COMMUNITY BUILDING

Town Manager Snow Bowden stated Public Works Director Mark Byrd and Kelly Giles had plans drawn to renovate the bathrooms in the Community Buildings.

Mr. Byrd stated they are looking at enlarging the bathrooms first, then adding on later on to the rest of the Community Building.

Discussion continued among the Board. The consensus of the Board was to renovate the bathrooms to be ADA accessible, then paint the community building, remove the stove from the

MINUTES CONTINUED FROM MARCH 24, 2022

kitchen, and renovate the kitchen to an area for caterers to prep food with counter space, refrigeration, a residential stove, and a microwave.

Town Manager Snow Bowden stated the drawings for the bathrooms were quoted at \$6,750.00.

Commissioner Blackmon stated to make sure the drawings have an architect-engineer seal on them.

STORMWATER

Town Manager Snow Bowden stated there are two potential stormwater projects and the Stormwater Policy will be presented to the Board at our Workshop.

ADMINISTRATION

Town Manager Snow Bowden stated the budget proposed a new position of a Finance Officer, someone who can do accounts payable, accounts receivable, and water bills. The water bills are busy a week and a half out of the month. This position would not take out our segregation of duties in our audit but it would show our auditors that we are doing something to address the concern.

The Board stated if Town Manager Snow Bowden feels the position is necessary and the budget permits then they are on board with the proposed position but a Code Enforcement Officer is a priority right now.

The Board discussed the need for a Code Enforcement Officer. Ideas were mentioned such as hiring a part-time Code Enforcement Officer, finding a retired Code Enforcement officer to come in a couple of days a week, and reaching out to our COG for assistance.

Commissioner Turnage made a motion to recess for lunch at 12:05 PM and was seconded by Commissioner Blackmon. The Board voted unanimously.

Commissioner Blackmon made a motion reconvened at 1:05 PM and was seconded by Commissioner Turnage. The Board voted unanimously.

ADMINISTRATION CONTINUED

Town Manager Snow Bowden prepared the Board for an increase in insurance.

The Board discussed having a COLA increase of at least 5% up to what the budget will allow. They asked for a breakdown of what each 1% would cost.

The Board was provided a copy of the updated contract for Fire Inspections.

MINUTES CONTINUED FROM MARCH 24, 2022

PLANNING/CODE ENFORCEMENT

Town Manager Snow Bowden stated in the proposed budget, that he included a salary for a Code Enforcement Officer and funds to hire a firm to complete a Comprehensive Land Use Plan. In the future, he would also like to hire a firm to help the Town with a UDO as well.

The Board was provided a copy of the updated contract for Fire Inspections and discussion continued as reviewing the contract.

Mayor Pro Tem Baker and Commissioner Blackmon contemplated having the Fire Department get certified to complete the Town's Fire Inspections.

The Board discussed obtaining quarterly reports of Fire Inspections completed in Erwin. They asked Town Manager Snow Bowden to obtain a copy of inspections completed by Harnett County in the last three years including the business and how often they were inspected.

The consensus of the Board was to have Commissioner Blackmon look at some numbers and speak with the Fire Department Board to see if this is something the Fire Department would be able to assist with. The Board asked Town Manager Snow Bowden to express their concerns with the contract to Rodney Daniels and Coley Price.

Mayor Pro Tem expressed his concerns about planning issues in Erwin and stressed the need for a planner.

All-way stop signs were discussed. A Public Hearing was held and a decision was made, and the consensus of the Board was to no longer discuss stop signs put in place by the Board.

The Board discussed contracting with a firm to review our planning.

Commissioner Blackmon recommended contacting Gina Clapp who retired from Holly Springs to review our planning for two or three days a week.

ERWIN DEPOT

Town Manager Snow Bowden stated to have an assessment of the current structure and overall condition of the building would cost \$5,700.

Discussion continued among the Board.

The consensus of the Board was to contact the architectural firm that created the original plans, make sure the current drawings are up to current code, and ask for an estimate on how much it will cost so we can get the budget together and start working with USDA.

MINUTES CONTINUED FROM MARCH 24, 2022

AMERICAN RESCUE PLAN

Town Manager Snow Bowden informed the Board that staff has sat in many classes for guidance on the American Rescue Plan. Erwin will be receiving 1.5 million dollars and it can be written off as lost revenue. The Town has already used some of the money to purchase a new street sweeper. There is also State money available as well for stormwater projects and we will be asking for 8.6 million in grants to complete to finish the East Erwin Variance Project. ARP funds must be appropriated by 2024 and spent by 2026.

The Board discussed improvements to Porter Park, Alwoodall Park, and our Stormwater system.

LED SIGN

The Board instructed Town Manager Snow Bowden to put out bids to purchase a LED sign for Town Hall.

ECONOMIC DEVELOPMENT

Town Manager Snow Bowden informed the Board that he met with the Harnett County Director of Economic Development, Christian Lockamy, and they had a great talk about Economic Development in Erwin. He stated Christian will do great things for Harnett County.

ADA TRANSITION PLAN

Town Manager Snow Bowden made the Board mindful of the need for an ADA Plan. Once the Town has 50 employees, including part-time and Board Members, we must have an ADA Plan. Our intern and Town Clerk Lauren Evans are working on updating our Personnel Policy.

Discussion continued between the Board and Town Manager Snow Bowden.

GOVERNING COMMENTS

Commissioner Turnage stated this was the most effective Budget Meeting he has ever been a part of. He is so proud to be from the Town of Erwin.

Commissioner McKoy stated Erwin will not fold. He was born in Dunn but he moved here in 1995 and he is just as proud as if he was born and raised in Erwin.

Mayor Pro Tem Baker stated the Lord has blessed the Town beyond what we needed. We are elected by certain people in Town but every problem in Erwin is the Board's responsibility.

Commissioner Blackmon stated since he has been on the Board, he has always had the mentality of the entire Town. We may be divided into 6 wards but it is the Town as a whole.

MINUTES CONTINUED FROM MARCH 24, 2022

Commissioner Turnage stated the house on the 300 block of Denim Drive is run down and made a showcase of that location.

The Board discussed the importance of the monthly Workshops when there is something controversial on the agenda or legal issues to discuss but if there is nothing important to discuss then we will cancel the Workshop.

The Board discussed going digital and purchasing laptops. Mayor Pro Tem and Commissioner Blackmon were for it and Commissioner Turnage and Commissioner McKoy preferred paper copies.

The vacancy of WARD 4 was discussed and the consensus of the Board was to be fair to the new members coming on the Board in June, the new Board will choose who is to fill the vacant seat at our June Board Meeting after being sworn in.

ADJOURNMENT

Commissioner Turnage made a motion to adjourn at 3:41 PM and was seconded by Commissioner McKoy. **The Board voted unanimously.**

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

ATTEST:

Patsy Carson
Mayor

Lauren Evans
Town Clerk

ERWIN BOARD OF COMMISSIONERS

REGULAR WORKSHOP MINUTES

APRIL 25, 2022

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Pro Tem Randy Baker presiding, held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, April 25, 2022, at 6:00 P.M. in Erwin, North Carolina.

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

Board Members absent were: Mayor Patsy Carson and Commissioner Thurman Whitman.

Town Manager Snow Bowden and Town Clerk Lauren Evans

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

Commissioner McKoy gave the invocation.

Commissioner Blackmon led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

Town Manager Snow Bowden informed the Board that Town Engineer Bill Dreitzler could not make the meeting tonight.

Commissioner Byrd made a motion to remove Item B: Stormwater Management Policy from the agenda and was seconded by Commissioner Turnage. **The Board voted unanimously.**

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

OLD BUSINESS

Updates to our Personnel Policy

Town Manager Snow Bowden stated our intern from Campbell, Ian Overpeck, assisted our HR Director Lauren Evans in updating our personnel policy. The proposed changes are in red ink and the changes are marked through. This new policy is more in line with what other Municipalities are doing.

Mayor Pro Tem Baker verified the details of Health insurance after retirement.

The consensus of the Board was to place the Personnel Policy on the May Agenda under consent.

MINUTES CONTINUED FROM APRIL 25, 2022

NEW BUSINESS

Financing for Limb and Leaf Truck

Town Manager Snow Bowden stated staff reached out to the same company that we purchased the Street Sweeper from. He provided the Board with a quote for a five or six-year plan.

Commissioner Turnage inquired about using ARP funds.

Town Manager Snow Bowden stated we must be careful what we use those funds for. We can use the ARP funds for general government operations so we may be able to use the funds we would normally use for general operations to purchase this equipment. The street sweeper was approved under the Clean Water Plan.

Discussion continued among the Board.

Mayor Pro Tem Baker and Commissioner Blackmon agreed that the Leaf Truck should be under the same category as the Street Sweeper.

Town Manager Snow Bowden stated he will do more research on the reporting for ARP funds.

Commissioner Byrd stated he recommended looking at one and then looking at the other in the fall. The knuckle boom truck is more crucial with the new season.

Commissioner Blackmon stated to put both in the budget whether we purchase the equipment or not. It is easier to handle when we spread it across multiple budgets.

The consensus of the Board was to include both equipment purchases in the budget but if necessary, utilize grant funding.

EEG Grant

Town Manager Snow Bowden stated this is a resolution we will put under consent on the May Agenda. This resolution of support is for the Environmental Enhancement Grant that the Town is applying for work down at Porter Park.

The Board gave direction to staff and supported the resolution being on the consent agenda in May.

Sign

Town Manager Snow Bowden informed the Board that he is waiting to get feedback for the sign for the community building and is also waiting to hear back from the NCDOT in regards to allowing us to put organizations such as the Lion's Club on existing sign next to Public Works. The agenda included a picture of the proposed Erwin Community Building Sign and the location for the sign.

MINUTES CONTINUED FROM APRIL 25, 2022

Mayor Pro Tem Baker stated the drawings looked wonderful. He met with the Lion's Club at their last meeting and the sign was discussed. He informed the Lion's Club that the Board could not have a Lion's Club sign on the building but the Board had agreed to have a Community Building Sign which would display multiple organizations.

The Board discussed attaching the stand-alone sign to a brick foundation matching the brick on the building and having some lights to illuminate the sign.

Town Manager Snow Bowden stated this sign is to recognize what organizations meet in the Community Building. The proposed LED sign for Town Hall could display the times and dates the organization meets.

Commissioner Blackmon stated that prior to putting the LED sign up, there needs to be a policy of what can and cannot be on the LED sign.

Commissioner Byrd stated the more this Town sees that the Town supports our local organizations, the better.

Commissioner McKoy stated this sign would be awesome.

GOV Deals

Town Manager Snow Bowden stated the Police Department has two police cars that they no longer need. He does not have the authority to get rid of the cars and asked the Board for direction. There are two options, in the past, we have taken the light bars off the old vehicles and put them on the new vehicles but this year we could not so these two cars still have some police package to them. We can sell them as a restricted item to other Police agencies or we can take the lights off but it would cost some money. The Town was approached by a private security firm that wanted to buy the cars as is but he recommends putting the cars on GOV DEALS and directing that agency to go to GOV DEALS.

The consensus of the Board was to list the cars for sale on GOV DEALS.

CLOSED SESSION

Commissioner Blackmon made a motion to go into Closed Session Pursuant to General Statute 143-318.11 (a) (6) for the Purpose of Discussing Personnel at 6:34 PM and was seconded by Commissioner McKoy. **The Board voted unanimously.**

RECONVENED

Commissioner Blackmon made a motion to go back into regular session at 6:55 PM and was seconded by Commissioner Turnage. **The Board voted unanimously.**

MINUTES CONTINUED FROM APRIL 25, 2022

GOVERNING BOARD COMMENTS

Commissioner McKoy asked staff to get a light to illuminate Mr. Porter’s name at Porter Park. He thanked the Board for all their support and informed the Board of the success of the Easter event at Porter Park.

Commissioner Byrd made the Board aware of some issues in Town that he spoke to Town Manager Snow Bowden about.

Commissioner Turnage stated he is proud to live in Erwin. The ribbon-cutting for Erwin Elementary School is on May 26th. He expressed his concern about not having a Code Enforcement Officer to enforce our Ordinances. If we need to take these people to court, that’s what we are going to do.

Mayor Pro Tem Baker asked if the Board was aware of the Animal Control Ordinance.

Town Manager Snow Bowden stated we are working with Harnett County to update our Ordinance. According to Harnett County, our Ordinance is currently unenforceable.

Mayor Pro Tem Baker thanked the staff for all they do.

ADJOURNMENT

Commissioner Whitman made a motion to adjourn at 7:15 P.M. and was seconded by Commissioner Turnage. **The Board voted unanimously.**

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

ATTEST:

Patsy M. Carson
Mayor

Lauren Evans
Town Clerk

ERWIN BOARD OF COMMISSIONERS

REGULAR MINUTES

MAY 5, 2022

ERWIN, NORTH CAROLINA

The Board of Commissioners for the Town of Erwin with Mayor Patsy Carson presiding held its Regular Meeting in the Erwin Municipal Building Board Room on Thursday, May 5, 2022, at 7:00 P.M. in Erwin, North Carolina.

Board Members present were: Mayor Patsy Carson, Mayor Pro Tem Randy Baker, and Commissioners William Turnage, Thurman Whitman, Ricky Blackmon, Alvester McKoy, and Charles Byrd.

Town Manager Snow Bowden, Town Clerk Lauren Evans, Finance Director Linda Williams, Police Chief Jonathan Johnson, Public Works Director Mark Byrd, Librarian Kimberly Vanbeck, Attorney Jason Duke, and Town Engineer Bill Dreitzler were present.

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

Commissioner McKoy gave the invocation.

Former Town Attorney, Mac Hunter, led the Pledge of Allegiance.

AGENDA ADJUSTMENT/APPROVAL OF AGENDA

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

CONSENT

Commissioner McKoy made a motion to approve **(ITEM A)** Minutes of Regular Workshop on March 28, 2022 **(ITEM B)** Minutes of Regular Meeting on April 7, 2022 **(ITEM C)** Financial Report for March 2022 **(ITEM D)** Contract for Computer Support Services by Harnett County **(ITEM E)** Town of Erwin EEG Letter of Support **(ITEM F)** Updates to Personnel Policy and was seconded by Commissioner Whitman. **The Board voted unanimously.**

MINUTES CONTINUED FROM MAY 5, 2022

SPECIAL PRESENTATION FROM NC HOUSE REPRESENTATIVE HOWARD PENNY

NC House Representative Howard Penny awarded the Town of Erwin with a check for \$100,000. He then gave Mayor Carson a proclamation and a flag that was flown over the Capital. Mayor Carson was awarded the Old North State Award.

RECESSED

Mayor Pro Tem Baker made a motion to recess at 7:10 PM for 20 minutes for a reception in honor of Mayor Carson and was seconded by Commissioner Turnage. **Motion Unanimously Approved.**

RECONVENED

Mayor Pro Tem Baker made a motion to go back into regular session at 7:30 PM and was seconded by Commissioner Byrd. **Motion Unanimously Approved.**

PUBLIC COMMENT

No one was present for Public Comment.

PUBLIC HEARING

SU-2022-008

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

Mayor Carson asked if anyone would like to come forward and speak in favor of the request.

Applicant, Vivian Cogdell came forward and was sworn in by Town Clerk Lauren Evans.

Ms. Cogdell addressed the Board. She stated she wanted to have a program for youth where they can study, have afterschool activities, and have a place to serve the youth.

Mayor Pro Tem Baker asked staff if what Ms. Cogdell is proposing would fit the criteria for a daycare. He asked what age the facility would be caring for.

Ms. Cogdell stated the fact that she will be working with youth requires her to be characterized as a daycare. She stated they will not have toddlers, only youth.

Town Manager Snow Bowden stated he was under the impression that the age group will be elementary school, afterschool care and would have to be approved by the State of North Carolina.

MINUTES CONTINUED FROM MAY 5, 2022

Mayor Pro Tem Baker asked Ms. Cogdell if she has contacted the State of North Carolina.

Ms. Cogdell stated she had.

Mayor Pro Tem Baker stated with daycares, you normally see an outdoor play area designated for children and did not see that area on the site plan for when the children are outside of the building.

Ms. Cogdell stated it is not their intent to have toddlers, the youngest would be elementary school age. They will have mentorship programs so there will be people outside. There are grass areas they will use for basketball and different outside activities.

Commissioner Turnage asked if the daycare will be Monday through Friday. He understood part of that will still be for church services on the weekend.

Ms. Cogdell confirmed there will be the daycare on one side and church services on the other side.

Mayor Pro Tem Baker stated with granting a Special Use Permit, would not only be for Ms. Cogdell. If the Board were to grant this request, it would be attached to that property. If the Board grants a daycare, then if Ms. Cogdell were to move in a year, two years, three years, five years, etc then that Special Use still stays with that land. Historically, when approving a daycare, there has to be an area designated for basketball or those type of activities. Ms. Cogdell may not have a toddler but if the Board granted this request and someone else came behind her and wanted to have a daycare with toddlers, there must be the proper fencing for the designated area.

Ms. Cogdell stated her understanding was because she wanted to do after-school care, it is attached to the daycare but state-wise they will not look at it as toddlers and all of that.

Commissioner Byrd asked what the youngest age they plan to have is.

Ms. Cogdell stated the youngest would probably be 12.

Commissioner Byrd stated his concern with Denim Drive being a main road, even though the majority of outside activity seems to be on the backside, he is not sure what the guidelines are to have that area fenced.

Commissioner Blackmon states a lot of that falls under the daycare regulations. His biggest concern was that the youngest will be 12 years old.

Ms. Cogdell stated she's not saying there will be 12-year-olds but they would not go beneath that.

Commissioner Blackmon stated when the Town looks at daycares that include kids anywhere from infant to school age. He was not sure if a Special Use for a daycare is what she needed, he has never run into this type of situation. He wanted to make sure if the Board granted a daycare then it was actually a daycare. He asked for some clarification on it.

Ms. Cogdell stated it goes under the guidelines of a daycare.

MINUTES CONTINUED FROM MAY 5, 2022

Commissioner Blackmon stated it may follow under the guidelines for a daycare but it is a true daycare?

Ms. Cogdell offered to call someone to explain the guidelines to the Board.

Commissioner Blackmon stated if the state of North Carolina regulates all daycares, you have to have plans and specifications per the code as far as daycare penalties. He stated that afterschool care is usually 3-4 hours and not all day or on the weekend.

Ms. Cogdell stated they are not planning to do it all day either.

Commissioner Blackmon stated he did not want to give her something she did not need. He stated the Board needs more information and he recommended tabling the request until next month when Ms. Cogdell could give the Board more information.

Mayor Carson asked when Ms. Cogdell plans to open her business.

Ms. Cogdell stated as soon as possible. It is an afterschool program, they want to serve the elementary school, Middle School, and Triton. They are not trying to have a full daycare or anything. She needs this Special Use to be approved so the State can inspect and everything. They just want to serve the community and be open in the summer, and provide food services.

Mayor Carson inquired about her license with the State and what she has been told.

Ms. Cogdell stated she does have her pre-licensing and all she has been told is they have to come under the daycare guidelines.

Commissioner Blackmon asked Town Manager Snow Bowden to do some research on daycares and aftercare.

Commissioner McKoy asked for a definition of daycare vs. aftercare.

The Board expressed their support for what Ms. Cogdell was trying to do.

Commissioner Blackmon stated the North Carolina definition of a daycare is three or more children under the age of 13 years old.

Commissioner McKoy asked how much space was there for a play area.

Ms. Cogdell stated she was not prepared at the meeting with that answer.

Mayor Carson asked if anyone would like to come forward and speak against the request.

No one came forward.

Commissioner McKoy made a motion to close the Public Hearing and was seconded by Mayor Pro Tem Baker. **The Board voted unanimously.**

Mayor Pro Tem Baker stated he agreed with his fellow Board members' concerns and he wanted to make sure they are approving what Ms. Cogdell needs.

Commissioner Blackmon stated it may be that Ms. Cogdell does not need anything from us. The Board needs more information before making a decision.

MINUTES CONTINUED FROM MAY 5, 2022

Commissioner Blackmon made a motion to table the request until our next regularly scheduled Board Meeting on June 2nd at 7 PM in the Erwin Municipal Building Board Room and was seconded by Commissioner Whitman. **The Board voted unanimously.**

Annexation of 3 parcels located off of St Matthews Rd

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

Town Manager Snow Bowden stated the applicants were not present. He asked the Board to consider tabling the request until our next Board meeting because once we pick a date, the date is set in the Ordinance, and the only way to overturn it is by an act of the General Assembly.

Mayor Carson asked if anyone would like to come forward and speak in favor of the request.

No one came forward.

Mayor Carson asked if anyone would like to come forward and speak against the request.

No one came forward.

Mayor Pro Tem Baker made a motion to close the Public Hearing and was seconded by Commissioner Whitman. **The Board voted unanimously.**

Commissioner Blackmon made a motion to table the potential annexation and approval of the resolution until our next regularly scheduled Board Meeting on June 2nd at 7 PM in the Erwin Municipal Building Board Room and was seconded by Mayor Pro Tem Baker. **The Board voted unanimously.**

NEW BUSINESS

Library Consolidation

Town Manager Snow Bowden stated that included in the agenda packet is a proposed contract from Harnett County to consolidate all of the municipal libraries. This is a draft contract and we can give feedback. It is not a one-for-all, we can choose to deny the agreement and it will not impact any other municipality.

Librarian Kimberly Vanbeck came forward and spoke to the Board. She expressed her concerns and the pros of the contract in her opinion.

Discussion continued among the Board.

Commissioner Turnage stated he wanted Librarian Kimberly Vanbeck to be comfortable with the agreement and he thinks it would be good for Erwin.

Commissioner Blackmon stated the maintenance of the building, lease of the building, and the insurance responsibility needs to be clarified in the contract.

MINUTES CONTINUED FROM MAY 5, 2022

Attorney Jason Duke stated he and Town Attorney Tim Morris will review the agreement in detail and provide feedback. The statute quoted in the contract has a limitation of 99 years.

Librarian Kimberly Vanbeck stated she is pro consolidation because she would be able to provide more programs, have a staff, and have a bigger book budget.

The Board thanked Librarian Kimberly Vanbeck for all she does.

Community Building

Town Manager Snow Bowden stated Public Works Director Mark Byrd and Kelly obtained a quote from Butler Homes to provide a custom set of drawings for the bathrooms at the Community Building. They quoted \$6,750. The drawings will have an Architect Engineer Seal.

Commissioner Blackmon made a motion to approve Butler Homes to provide the designs and was seconded by Commissioner Byrd. **The Board voted unanimously.**

MANAGER'S REPORT

Town Manager Snow Bowden stated he is waiting to hear something from Harnett County to get a better idea of where we stand on the reevaluation. The budget should be ready for a Public Hearing at our June Board Meeting. He presented the Board with a plaque of all the Citizens of the Month to hang in the Board Room.

ATTORNEY'S REPORT

Attorney Jason Duke stated he was advised to say they are thankful to be the Town Attorneys. He stated he will look at the concerns of the Library contact.

GOVERNING COMMENTS

Commissioner McKoy stated it has been an honor to serve with Mayor Carson and he wished her well. He asked where we are in hiring a Code Enforcement Officer.

Town Manager Snow Bowden stated we are trying our best to find someone, we have reached out to multiple people and we have spoken with our COG about bringing someone on part-time.

Commissioner McKoy informed staff about cars being parked on 14th Street and N Street down the hill, going towards the park. That is a narrow street and it is a road hazard. He reminded staff to please have lighting placed at Porter Park.

Commissioner Blackmon thanked Mayor Carson for her service. She has been a wonderful ambassador and the Board appreciated her dedication.

Commissioner Whitman asked staff about the directional signs to Al Woodall Park.

MINUTES CONTINUED FROM MAY 5, 2022

Town Manager Snow Bowden stated he will follow up with Recreation Director Doug Stevens.

Commissioner Blackmon mentioned partnering with a firm temporarily until we find a permanent Code Enforcement Officer.

Commissioner Byrd stated Mayor Carson is going to do great things. He wished her the best. He stated Erwin is desperate for a Code Enforcement Officer, the citizens think the Board is just sitting on it.

Mayor Pro Tem Baker stated he has been on the Board for 21 years, Mayor Carson has sat in her seat for 16 years. He thanked her for her years of service. He wished her well and thanked her on the behalf of the citizens of Erwin. He stated to keep our Town Attorney, Tim Morris, and his family in our prayers for the loss of his brother. He thanked Town Clerk Lauren Evans for getting the plaque for our Citizens of the Month. He expressed his interest in having a Remembrance Service again this year like we began last year.

Commissioner Turnage stated it has been an honor serving under Mayor Carson for 10 years. She has worked hard for Erwin and Erwin has come a long way. He regrets never doing something about the depot. He expressed his concern about speeding issues on Iris Bryant and S 13th Street and there being houses around Town that need to get cleaned up. He thanked the citizens for coming to the meeting.

ADJOURNMENT

Commissioner Blackmon made a motion to adjourn at 8:36 P.M. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

Mayor Carson stated after 16 years and 5 months she banged the gavel to adjourn the last time.

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

ATTEST:

Patsy Carson

Mayor

Lauren Evans

Town Clerk

TOWN OF ERWIN
FINANCIAL SUMMARY REPORT
FOR MONTH OF APRIL 2022



REVENUES	ANNUAL BUDGET	April '22 ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,103,856.00	19,199.00	1,149,539.00	104.14%
CURRENT YEAR MOTOR VEHICLE TAXES	175,470.00	19,633.00	138,887.00	79.15%
PRIOR YEAR TAXES / Penalties & Interest	10,000.00	1,075.00	43,960.00	439.60%
UTILITIES FRANCHISE TAXES	190,000.00	0.00	134,973.00	71.04%
ENTRY FEES	19,000.00	70.00	20,865.00	109.82%
SALES & USE TAX	700,000.00	68,052.00	741,429.00	105.92%
ZONING PERMITS/APPLICATIONS	8,000.00	1,145.00	13,255.00	165.69%
REFUSE COLLECTIONS FEES	410,256.00	37,634.00	379,128.00	92.41%
STORM WATER COLLECTION	69,930.00	5,360.00	52,305.00	74.80%
ALL OTHER REVENUES	697,042.00	17,938.00	543,236.00	77.93%
	3,383,554.00	169,106.00	3,217,577.00	95.05%
EXPENDITURES	ANNUAL BUDGET	April 2022 ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	47,945.00	1,820.00	18,064.00	37.68%
ADMINISTRATION	263,399.00	20,454.00	203,065.00	77.09%
NON-DEPARTMENTAL	279,319.00	6,937.00	257,121.00	92.05%
PLANNING & INSPECTIONS	77,369.00	0.00	10,255.00	13.25%
POWELL BILL-STREETS	157,000.00	1,066.00	54,952.00	35.00%
POLICE	964,020.00	59,031.00	824,527.00	85.53%
POLICE-SRO	64,030.00	5,333.00	52,274.00	81.64%
CONTRACT SERVICES-FIRE	238,307.00	17,497.00	247,227.00	103.74%
PUBLIC WORKS-ADMIN.	109,004.00	9,051.00	98,306.00	90.19%
PUBLIC WORKS-STREETS	396,994.00	54,867.00	262,111.00	66.02%
PUBLIC WORKS-SANITATION	345,343.00	21,048.00	235,929.00	68.32%
PUBLIC WORKS-STORM WATER	15,000.00	430.00	4,342.00	28.95%
RECREATION	349,119.00	32,568.00	266,856.00	76.44%
LIBRARY	69,405.00	6,246.00	56,539.00	81.46%
COMMUNITY CENTER	7,300.00	451.00	4,600.00	63.01%
	3,383,554.00	236,799.00	2,596,168.00	76.73%
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)		(67,693.00)	621,409.00	

BANK BALANCES AS OF April 2022		
CASH MANAGEMENT		2,510,385.09
BB&T CASH IN BANK	*	442,719.03
FIRST FEDERAL PRESTIGE - BUSINESS MONEY MARKET		136,794.77
FIRST FEDERAL PREMIUM - BUSINESS MONEY MARKET		858,010.01
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS		3,947,908.90
BB&T STATE FORFEITURE		4,246.64
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT		210,996.93
FIRST FEDERAL CAP. RESERVE/GENERAL		2,352,417.49
BB&T HEALTH RESERVE HRA ACCT.		9,406.63
PRIEBE FIELD ACCT.		13,085.75
AL WOODALL PARK IMPROVEMENTS		392,011.61
AMERICAN RELIEF FUNDS - (ARPA) Federal Grant		593,936.28
Community Building Renovation - (SCIF) State Grant		99,868.12
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS		3,675,969.45
CUMULATIVE BALANCE FOR TOWN OF ERWIN		7,623,878.35

POWELL BILL BALANCE
 \$ 391,242.79

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



BANK ACCOUNT BALANCES			
	YTD	YTD	YTD
	Apr-22	Apr-21	Apr-21
CASH MANAGEMENT	2,510,385.09	1,753,663.03	1,753,663.03
BB&T CASH IN BANK	442,719.03	691,767.26	691,767.26
FIRST FEDERAL BUSINESS M	136,794.77	136,470.60	136,470.60
FIRST FEDERAL MONEY MARKET	858,010.01	856,300.39	856,300.39
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	\$ 3,947,908.90	\$ 3,438,201.28	\$ 3,438,201.28
BB&T STATE FORFEITURE	4,246.64	3,703.41	3,703.41
BB & T CAPITAL RESERVE/COMM. ENHANCEMENT	210,996.93	184,667.42	184,667.42
FIRST FEDERAL CAP. RESERVE/GENERAL	2,352,417.49	2,348,103.34	2,348,103.34
BB&T HEALTH RESERVE HRA ACCT.	9,406.63	17,798.78	17,798.78
PRIEBE FIELD ACCT.	13,085.75	10,753.85	10,753.85
AL WOODALL PARK IMPROVEMENTS	392,011.61	351,651.71	351,651.71
AMERICAN RELIEF FUNDS: ARPA Grant Community Bld. Renovation: SCIF GRANT	593,936.28		
Y-T-D BALANCE RESTRICTED FUNDS	\$ 3,675,969.45	\$ 2,916,678.51	\$ 2,916,678.51
CUMULATIVE BALANCE FOR TOWN OF ERWIN	\$ 7,623,876.35	\$ 6,354,879.79	\$ 6,354,879.79

	YTD	YTD	YTD	YTD
	Apr-22	Apr-21	Apr-21	DIFFERENCE
Revenues				
CURRENT YEAR LEVY OF PROPERTY TAXES	1,149,539.00	1,142,020.00	7,519.00	
CURRENT YEAR MOTOR VEHICLE TAXES	138,887.00	152,171.00	(13,284.00)	
PRIOR YEAR TAXES / Penalties & Interest	43,960.00	27,759.00	16,201.00	
UTILITIES FRANCHISE TAXES	134,973.00	135,944.00	(971.00)	
ENTRY FEES	20,865.00	11,190.00	9,675.00	
SALES & USE TAX	741,429.00	658,242.00	83,187.00	
ZONING PERMITS/APPLICATIONS	13,255.00	12,545.00	710.00	
REFUSE COLLECTIONS FEES	379,128.00	373,437.00	5,691.00	
STORM WATER COLLECTION	52,305.00	50,850.00	1,455.00	
ALL OTHER REVENUES	543,236.00	747,393.00	(204,157.00)	
	\$ 3,217,577.00	\$ 3,311,551.00	(93,974.00)	
Expenditures				
GOVERNING BODY	18,064.00	19,155.00	(1,091.00)	
ADMINISTRATION	203,065.00	223,033.00	(19,968.00)	
NON-DEPARTMENTAL	257,121.00	237,646.00	19,475.00	
PLANNING & INSPECTIONS	10,255.00	31,487.00	(21,232.00)	
POWELL BILL-STREETS	54,952.00	160,535.00	(105,583.00)	
POLICE	824,527.00	686,384.00	138,143.00	
POLICE-SRO	52,274.00	65,820.00	(13,546.00)	
CONTRACT SERVICES-FIRE	247,227.00	243,507.00	3,720.00	
PUBLIC WORKS-ADMIN.	98,306.00	85,606.00	12,700.00	
PUBLIC WORKS-STREETS	262,111.00	206,785.00	55,326.00	
PUBLIC WORKS-SANITATION	235,929.00	266,943.00	(31,014.00)	
PUBLIC WORKS-STORM WATER	4,342.00	11,515.00	(7,173.00)	
RECREATION	266,856.00	225,842.00	41,014.00	
LIBRARY	56,539.00	52,038.00	4,501.00	
COMMUNITY CENTER	4,600.00	11,315.00	(6,715.00)	
	\$ 2,596,168.00	\$ 2,527,611.00	68,557.00	

May 12, 2022

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 2022-2023 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.
3. Attend Pre-Development meetings as requested to assist the Planning Department.
4. Attend Board of Adjustment meetings.
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. Prepare the Town's Powell Bill mapping 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. This can include such areas as evaluating the water and sewer services at the Al Woodall Municipal Park.
17. Work from Town Hall a minimum of ½ day per week to be available to staff as may be required. A specific day will be established whereas staff and the public will know the Town Engineer will be available.

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:

18. 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 1st through June 30th. The agreement would be re-evaluated at each annual budget cycle.

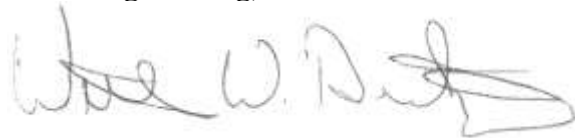
The Town of Erwin Board of Commissioners approves the extension of this Retainer Agreement to run from July 1, 2022 through June 30, 2023. An extension for the 2023-2024 budget may be evaluated by the Board during next year’s normal budget cycle.

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

**BUDGET ORDINANCE AMENDMENT
BOA 2022- 03
FISCAL YEAR 2021-2022**

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, 2022

Section 1. This Budget Ordinance Amendment seeks to increase revenues by \$79,823 and increase expenditures by \$79,823 to recognize additional revenues and expenses for 2021-2022 Budget.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3010-021	Ad Valorem 2021	\$1,103,856	\$59,823	\$1,163,679
10-3530-021	Fire Prot. Charge'21	\$205,621	\$20,000	\$225,621
Total Increase in Revenues:			\$79,823	

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-5100-060	Group Insurance	\$34,359	\$44,823	\$79,182
10-5300-450	Contract Serv. Fire	\$238,307	\$20,000	\$258,307
Total Increase in Expenditures:			\$79,823	

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

Adopted this 2nd day of June 2022.

Patsy Carson, Mayor

ATTEST:

Lauren Evans, Town Clerk



TOWN OF ERWIN

Post Office Box 459

Erwin, NC 28339

(910) 897-5140

M-E-M-O-R-A-N-D-U-M

DATE: September 28, 2021
TO: Mr. Snow Bowden, Town Manager
FROM: Bill Dreitzler, P.E., Town Engineer
RE: 2021-2022 Powell Bill Street Re-surfacing Priority Recommendations

Snow,

After review of our street resurfacing locations over the last few years, review of the 2013 Pavement Condition Survey, and our continued field condition evaluation, please consider the following recommendations:

1. East H Street (13th Street to 12th Street – Approx. 470 LF): Est. Cost \$100,000
2. West D Street (13th Street to 18th Street – Approx. 2,450 LF): Est. Cost \$85,000

The opinion of cost is based on an evaluation of the re-surfacing cost over the last few years. However, with the construction climate we have today, budget adjustments may be required when we are able to evaluate actual bid prices. Another option for consideration is the re-construction of the East H Street block similar to what was applied for back in 2015 through the RBEG Program. This approach would not only re-surface the block, but also involve new curb and gutter, handicap ramps, sidewalk and storm drainage improvements. Including the cost of engineering and permitting, I would recommend a budget of \$225,000 be considered for this option. Therefore, the first recommendation above would have a budget of \$185,000 and the second alternative a budget of \$225,000. Please note that neither budget includes a pothole repair allocation within this year's re-surfacing.

Moving forward, I would offer the following locations as priorities when we reach the 2022-2023 FY:

1. N 12th Street (Approx. 1,400 LF): Est. Cost \$42,000
2. East L Street (Approx. 470 LF): Est. Cost \$18,800
3. N 11th Street (Approx. 2,050 LF): Est. Cost \$71,500

Looking ahead to future resurfacing efforts beyond the 2022-2023 FY, it is my opinion that the Street Pavement Condition Survey completed back in 2013 is no longer an effective tool to evaluate resurfacing priorities. Typically, these studies are updated every 5-years. Consideration should be given to budget this update for completion prior to the FY 2023-2024 resurfacing recommendations. I estimate the cost of the update to be approximately \$25,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Dreitzler". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Bill Dreitzler, P.E.
Town Engineer

**BUDGET ORDINANCE AMENDMENT
BOA 2022- 04
FISCAL YEAR 2021-2022**

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, 2022

Section 1. This Budget Ordinance Amendment seeks to increase revenues by \$65,780 and increase expenditures by \$65,780 to recognize additional revenues and expenses for 2021-2022 Budget.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3990-010	Unappropriated Powell Bill	-0-	\$65,780	\$65,780
Total Increase in Revenues:			\$65,780	

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-4510-450	Contracted Services	\$140,000.00	\$65,780	\$205,780
Total Increase in Expenditures:			\$65,780	

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

Adopted this 2nd day of June 2022.

Patsy Carson, Mayor

ATTEST:

Lauren Evans, Town Clerk

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	Audit Report Due Date
-----	--------------------	-----------------------

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* 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* (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).

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 Accounting 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.

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 (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on 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, 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, the Governing Board, and the Auditor.

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 Governmental 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/submitted-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 *Governmental 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 not applicable for GAAS-only audit 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. 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. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. 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).

PRIMARY GOVERNMENT FEES

Primary Government Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature*
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
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.

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* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
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.

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.



Thompson, Price, Scott, Adams & Co., P.A.
Post Office Box 1690
Elizabethtown, North Carolina 28337
Telephone (910) 862-8129
Fax (910) 862-8120

R. Bryon Scott, CPA
Gregory S. Adams, CPA
Alan W. Thompson, CPA

May 2, 2022

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, 2022.

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, 2022. 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 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 your 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 to 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 the 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 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 internal control relevant to the audit, 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*.

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*. 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 charges 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 those 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, 2022 and to issue our reports no later than October 31, 2022.

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 natures 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 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: _____

TOWN OF ERWIN, NC



STORMWATER MANAGEMENT POLICY

ADOPTED: April 25, 2022

TABLE OF CONTENTS

Section 1.0 – General Description

Section 2.0 – Purpose and Intent

Section 3.0 – Open Ditches

3.1 – Right-of-Way

3.2 – Recorded Drainage Easements

3.3 – Private Property

Section 4.0 – Storm Drainage Pipes and Structures

4.1 – Right-of-Way

4.2 – Recorded Drainage Easements

4.3 – Private Property

Section 5.0 – Annual Reporting

Section 1.0 – General Description

Storm water poses a serious threat to the public health, safety, and welfare. This threat cannot be eliminated entirely. Factors affecting this threat which are beyond the Town's control include: frequency and intensity of precipitation events; the topography in and around the city; the types of soils and other geologic structures found in and around the Town; body of law established under state and federal authority concerning water rights generally and including but not limited to navigable and non-navigable waters, surface waters, and underground waters; unauthorized interference with the Town's storm water drainage system; the design and maintenance of those portions of the storm water drainage system constructed or maintained by others, including private parties and other governmental entities; and the amount of impervious surfaces associated with a given level of development.

The management of storm water can reduce the above described threat through the following:

1. Constructing, operating and maintaining needed facilities;
2. Regulating and controlling the use and development of land to reduce the adverse effects of storm water;
3. Equitably and adequately funding the storm water management program by a system of storm water utility charges.

Section 2.0 – Purpose and Intent

The Stormwater Management Policy is being adopted by the Town Board of Commissioners for the purpose of establishing guidelines for the management of stormwater within the municipal limits of the Town. The Policy will provide Town Staff with standard operating direction for the maintenance and management of open ditches, storm drainage pipe culverts, pipe systems and other stormwater infrastructure. Furthermore, the Policy will address the differing conditions for stormwater infrastructure located within the Town Street Right-of-Way, Recorded Town Drainage Easements and Private Property.

Section 3.0 – Open Ditches

Open ditches within this Policy do not refer to ditches, streams or rivers that are considered jurisdictional by the U.S. Corps of Engineers. Under most conditions, work within these jurisdictional areas will require a permit from the US COE.

3.1 – Right-of-Way

The Town currently maintains 29.95 miles of street. The majority of these streets are asphalt sections with roadway side ditches. Others include curb and gutter and rolled asphalt curb. The Public Works Department will maintain the roadway side ditches within the right-of-way such that positive flow occurs during storm events. It is recognized that in some locations pulling ditches may not result in positive flow during storm events due to lack of adequate grade. Maintenance will occur as follows:

- Complaint Driven
- Goal of pulling 2,000 linear feet of ditch line per year.

Town Staff is directed to develop a ditch condition list that will prioritize the 2,000 linear feet per year maintenance goal. Initial priorities shall be developed within 1-year of the adoption of this Policy and the complete list developed within 2-years of the adoption of this Policy.

3.2 – Recorded Drainage Easements

This Policy recognizes that there is limited available data to determine where recorded drainage easements are located. Staff is directed to prepare mapping that identifies known recorded drainage easements. Any identified drainage easements shall be inspected and rated within the priority list to be developed in Section 3.1 above. Maintenance of ditches within recorded easements shall occur as follows:

- Complaint Driven
- Goal of pulling 2,000 linear feet of ditch line per year.

Staff is directed to prepare a recommendation to the Board of Commissioners regarding drainage features outside of Town right-of-way and not within a recorded easement that warrant easement acquisition. Recommendations shall occur on a yearly basis at a time frame as directed by the Town manager.

3.3 – Private Property

The Town will not maintain drainage ditches on private property that are not located within a recorded drainage easement. Should unforeseen circumstances necessitate the access to private property for the purpose of storm drainage maintenance and/or improvements, the Town Manager solely will make the determination to access and obtain a Temporary Drainage Access Easement which holds the Town harmless from any private property damage that may occur.

Section 4.0 – Storm Drainage Pipes and Structures

Storm drainage pipes and structures refers to culvert pipes, storm drainage pipe outfalls, curb inlets, drop inlets, etc. Storm Drainage Pipes and Structures within this Policy do not refer to locations that are considered jurisdictional by the U.S. Corps of Engineers. Under most conditions, work within these jurisdictional areas will require a permit from the US COE.

4.1 – Right-of-Way

Staff shall have a goal of keep all curb inlets within the right-of-way free from debris. Maintenance of the curb inlets shall occur as locations with debris impacting the inlets are identified during normal Public Works activities. Staff shall develop a list of known “problem areas” that typically flood during major storm events due to blocked inlet structures. Once the locations have been identified and listed, these areas shall be inspected after every 2-inch rain event or greater.

4.2 – Recorded Drainage Easements

This Policy recognizes that there is limited available data to determine where recorded drainage easements are located. Staff is directed to include drainage pipe outfalls and structures when preparing mapping that identifies known recorded drainage easements. Reference Section 3.2 above. Any identified drainage easements shall be inspected and rated within the priority list to be developed in Section 3.1 above. Maintenance of pipes and structures within recorded easements shall occur as follows:

- Complaint Driven
- Inspection of known “problem areas” that typically flood during major storm events shall occur after every 2-inch storm event or greater.

Staff shall include drainage pipes and structures along with ditches when developing the recommendation for the Board of Commissioners for easement acquisition as defined in Section 3.2 of this Policy.

4.3 – Private Property

The Town will not maintain drainage pipes or other drainage structures located on private property that is not within a recorded drainage easement. Should unforeseen circumstances necessitate the access to private property for the purpose of storm drainage maintenance and/or improvements, the Town Manager solely will make the determination to access and obtain a Temporary Drainage Access Easement which holds the Town harmless from any private property damage that may occur.

Section 5.0 – Annual Reporting

In addition to maintenance and inspection referenced within Section 3.0 and Section 4.0 of this Policy, staff is directed to complete the following on an annual schedule:

- Prepare an initial Stormwater Capital Improvement Plan and update annually.
- Make recommendations for drainage basins within Town Corporate Limits that merit a flood study.
- Track available funding sources for stormwater maintenance and improvement projects.

Staff is further directed to begin an evaluation of the current stormwater standards within the Town's Code of Ordinances. Following a detailed assessment of the Town's Stormwater Standards, make recommendations regarding modification of the language within the Code of Ordinances to improve overall management of the Town's drainage system.

END STORMWATER MANAGEMENT POLICY

TOWN OF ERWIN, NC
STORMWATER MANAGEMENT POLICY
SUMMARY OF ACTION ITEMS

1. Clean-out 2,000 linear feet of roadway ditches per year.
2. Develop a Ditch Condition List to prioritize ditch clean-out locations.
3. Recommend to BOC storm systems outside of street rights-of-way that warrant easement acquisition and future Town maintenance.
4. Keep street curb inlets free of debris to the extent possible.
5. Develop list of known flooding problem areas and inspect after any rain event that is a 2-inch rain or greater.
6. Prepare an initial Stormwater Capital Improvement Plan and update annually.
7. Make recommendations to the BOC regarding specific drainage basins within the Town's corporate limits that warrant a detailed flood study.
8. Continue to track funding sources for stormwater projects.
9. Evaluate stormwater management requirements within the Code of Ordinances.

**STATE OF NORTH CAROLINA
COUNTY OF HARNETT**

**FIRE PREVENTION CODE ENFORCEMENT
MUNICIPAL AGREEMENT
TOWN OF ERWIN**

THIS AGREEMENT, made and entered into this first day of July, 2022, by and between the Town of Erwin, North Carolina, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter, "Town") and the County of Harnett, North Carolina, a body politic and political subdivision of the State of North Carolina (hereinafter, "County").

Witnesseth

WHEREAS, Town is required to provide fire prevention code enforcement services according to N.C. General Statute § 160D-1105 and the North Carolina State Fire Prevention Code - Section 106; and

WHEREAS, County desires to provide to Town the required fire prevention code inspections and services; and

WHEREAS, Town and County have reached an agreement for County to provide fire prevention code inspections and services as described herein and the parties desire to set forth the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the public safety and welfare, 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. County agrees to provide Town the following fire prevention code enforcement services within Town's territorial jurisdiction:
 - A. Fire prevention code enforcement within day care centers, rest homes, foster homes, and hospitals, when required by State or County agencies;
 - B. Non - residential and subdivision site plan approval for fire prevention code compliance, upon request from Town officials;
 - C. Response to complaints and requests for fire inspections of individual businesses;
 - D. Periodic Fire Prevention Code inspections in existing buildings, structures and premises to which the current North Carolina State Building Code, Fire Prevention, is applicable;
 - E. New construction plan review of fire protection equipment and certification of compliance inspections upon request from the appropriate building official(s) or contractor; and
 - F. Other fire prevention code enforcement inspections and services as may be required by State law.
2. Town agrees that County, by and through the Harnett County Fire Marshal's office, shall have the exclusive right to perform the above enumerated fire prevention code enforcement services for as long as this Agreement remains in force and effect. Town further agrees to fully cooperate with the Harnett County Fire Marshal's office in providing these services.

3. Town agrees that County will have and may exercise the same inspection and enforcement powers within Town's regulatory and extraterritorial jurisdiction as are applicable within County's jurisdiction.
4. This Agreement shall become effective July 1, 2022, subject to the mutual agreement of both parties, and shall continue for a period of three years from July 1, 2022 through June 30, 2025, unless terminated by either party in accordance with paragraph 8 of this Agreement.
5. Compensation for the services provided pursuant to this Agreement shall be \$11,176 for fiscal year 2023 and increase at a rate of three percent (3%) annually thereafter. County shall invoice Town each year for said services and 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), 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.
6. This Agreement, as written or as may be amended, shall be effective from the date first specified above.
7. The Town Attorney shall provide legal support and representation for Town for all enforcement actions taken by the Harnett County Fire Marshal's office on behalf of Town on issues arising from enforcement actions taken within and on behalf of Town's jurisdiction by the Fire Marshal. To the fullest extent allowable by North Carolina law, County shall have no liability regarding such enforcement actions and Town shall hold County harmless for any and all claims, liabilities, losses, damages, costs, or expenses of whatever kind arising out of or relating to the provision of services provided by County to Town hereunder, except for those acts caused by the negligence of County. To the fullest extent allowable by North Carolina law, County shall hold Town harmless for any and all claims, liabilities, losses, damages, costs, or expenses of whatever kind arising out of or relating to the provision of services provided by County to Town, except for those acts caused by the negligence acts or omissions of Town. 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, covering matters contemplated by and occurring during the term of this Agreement, will survive the expiration or termination of this Agreement.
8. This Agreement may be terminated for any reason by either party upon advanced written notice to the other party, by certified mail at least ninety (90) days prior to the date of desired termination. Termination shall not relieve Town of financial obligations incurred prior to termination.
9. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Party.
10. 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.
11. This Agreement represents the entire agreement between County and 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 Town.

12. 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, or (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:

Town of Erwin
PO Box 459
Erwin, NC 28339
Attn: Town Manager

To County:

Harnett County Fire Marshal
PO Box 370
Lillington, NC 27546

With a copy to:

Harnett County Legal Services
PO Box 238
Lillington, NC 27546
Attn: County Staff Attorney

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.

13. 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 legal or equitable proceedings by either party must be filed in Harnett County, North Carolina.
14. The relationship of the parties established by this Agreement is solely that of independent contractor, and nothing contained in this contract shall be construed to: (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever; or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

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O A T H

NORTH CAROLINA

HARNETT COUNTY

TOWN OF ERWIN

"I, RANDY L. BAKER, DO SOLEMNLY SWEAR (AFFIRM) THAT I WILL SUPPORT AND MAINTAIN THE CONSTITUTION AND LAWS OF THE UNITED STATES; AND THE CONSTITUTION AND LAWS OF NORTH CAROLINA NOT INCONSISTENT THEREWITH; AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF MY OFFICE AS MAYOR OF THE TOWN OF ERWIN, ON WHICH I AM ABOUT TO ENTER; SO HELP ME GOD. "

RANDY L. BAKER, MAYOR

SWORN TO AND SUBSCRIBED BEFORE ME

THIS THE 2ND DAY OF JUNE 2022.

JUDGE RESSON O. FAIRCLOTH

ATTEST:

LAUREN EVANS, TOWN CLERK

O A T H

NORTH CAROLINA

HARNETT COUNTY

TOWN OF ERWIN

"I, ALVESTER L. MCKOY, DO SOLEMNLY SWEAR (AFFIRM) THAT I WILL SUPPORT AND MAINTAIN THE CONSTITUTION AND LAWS OF THE UNITED STATES; AND THE CONSTITUTION AND LAWS OF NORTH CAROLINA NOT INCONSISTENT THEREWITH; AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF MY OFFICE AS COMMISSIONER OF THE TOWN OF ERWIN, ON WHICH I AM ABOUT TO ENTER; SO HELP ME GOD. "

ALVESTOR L. MCKOY, COMMISSIONER
SWORN TO AND SUBSCRIBED BEFORE ME
THIS THE 2ND DAY OF JUNE 2022.

JUDGE RESSON O. FAIRCLOTH

ATTEST:

LAUREN EVANS, TOWN CLERK

O A T H

NORTH CAROLINA

HARNETT COUNTY

TOWN OF ERWIN

"I, TIMOTHY D. MARBELL, DO SOLEMNLY SWEAR (AFFIRM) THAT I WILL SUPPORT AND MAINTAIN THE CONSTITUTION AND LAWS OF THE UNITED STATES; AND THE CONSTITUTION AND LAWS OF NORTH CAROLINA NOT INCONSISTENT THEREWITH; AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF MY OFFICE AS COMMISSIONER OF THE TOWN OF ERWIN, ON WHICH I AM ABOUT TO ENTER; SO HELP ME GOD. "

TIMOTHY D. MARBELL, COMMISSIONER
SWORN TO AND SUBSCRIBED BEFORE ME
THIS THE 2ND DAY OF JUNE 2022.

JUDGE RESSON O. FAIRCLOTH

ATTEST:

LAUREN EVANS, TOWN CLERK

OATH

NORTH CAROLINA

HARNETT COUNTY

TOWN OF ERWIN

"I, **DAVID L. NELSON**, DO SOLEMNLY SWEAR (AFFIRM) THAT I WILL SUPPORT AND MAINTAIN THE CONSTITUTION AND LAWS OF THE UNITED STATES; AND THE CONSTITUTION AND LAWS OF NORTH CAROLINA NOT INCONSISTENT THEREWITH; AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF MY OFFICE AS COMMISSIONER OF THE TOWN OF ERWIN, ON WHICH I AM ABOUT TO ENTER; SO HELP ME GOD. "

DAVID L. NELSON, COMMISSIONER

SWORN TO AND SUBSCRIBED BEFORE ME

THIS THE 2ND DAY OF JUNE 2022.

JUDGE RESSON O. FAIRCLOTH

ATTEST:

LAUREN EVANS, TOWN CLERK

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 2, 2022

Subject: SU-2022-008

The Town of Erwin has received a special use application to allow for a childcare facility located in an existing building at 1503 Denim Drive. The operation would be a separate part of a church that has purchased the building with plans to operate a church in this building. Religious uses are a permitted use in the Highway Business Zoning District. However, childcare facilities require a special use permit. Staff has contacted the North Carolina Department of Health and Human Services and are waiting to hear back. Staff believes that no license may be needed due to the nature of the operation.

Attachments:

- SU-2022-008 Application
- SU-2022-008 Staff Report
- Harnett County GIS Image with Zoning
- Harnett County GIS no Zoning
- Property owners notified

Suggested Motions:

For legal purposes, Staff recommends that 3 separate recommendations be made:

1. I move to recommend that the proposed special use application:
 - a. Meets all the Findings of Fact in the Affirmative, or
 - b. Meets one or more of the Findings of Fact in the negative (if this motion is made, then the application would have to be recommended for denial.)
2. I move that:
 - a. The proposed amendment is consistent with those documents that constitute the officially adopted land development plan and other applicable plans: or

- b.** The proposed amendment is not consistent with those documents that constitute the officially adopted land development plans and other applicable plans, in that (state reason(s) for nonconsistency).
- 3. I move to recommend:
 - a.** Approval of SU-2022-008 Special Use Application to operate a day care facility at 1503 Denim Drive (HC Tax PIN # 1507-21-1976.000.)
 - b.** Denial of SU-2021-008 Special Use Application to operate a day care facility at 1503 Denim Drive (HC Tax PIN # 1507-21-1976.000.)
 - c.** Approval of SU-2021-008 Special Use Application to operate a day care facility at 1503 Denim Drive (HC Tax PIN # 1507-21-1976.000) with additional conditions (state conditions).



TOWN OF ERWIN PAID *check*
 100 West F St., Post Office Box 459
 Erwin, NC 28339
 (910) 897-5140 V (910) 897-5543 F
 www.erwin-nc.org APR 11 2022 2937

SPECIAL USE PERMIT APPLICATION
TOWN OF ERWIN

In the Matter Of the Request to the Erwin Board of Commissioners

Applicant Name	Vivian Cogdell	Property Owner Name	Youth + Family Enrichment Connect 4C
Mailing Address	219 Green Forest Cir.	Mailing Address	219 Green Forest Circle
City, State, Zip	DUNN, NC 28334	City, State, Zip	DUNN, NC
Telephone	(910) 797-2316	Telephone	(910) 797-2316
Email	Vh.cogdell@gmail.com	Email	Vh.cogdell@gmail.com

Address of Subject Property	1503 Denim Dr.		
Parcel Identification Number(s) (PIN) of Subject Property	1507 - 21 - 1976 .000		
Legal Relationship of Applicant to Owner	owner	Floodplain SFHA	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Legal Description: Lot	Block	Subdivision	POPE HO POPE ELECTRICAL MCP
Zoning District	B2	Wetlands	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Public Water Available:	<input checked="" type="checkbox"/> Y or N	Public Sewer Available:	<input checked="" type="checkbox"/> Y or N
Existing Septic Tank:	<input checked="" type="checkbox"/> Y or N		
Number of Buildings to Remain	1	Gross Floor Area to Remain	2,500
Describe Proposed Project or Request with Conditions proposed by applicant: Operate a day-care facility in an existing building			
Total Acreage or Square Footage to be Disturbed			
Estimated Cost of Project \$			

Attach a scaled illustrative plot or site plan showing all lot dimensions, buildings, structures, driveways, parking spaces, and distances between structures and property lines.

Provide complete mailing addresses for each adjacent property owners (also property within 100 feet) and/or property owners directly across a street, if any. Names and addresses must be from current Harnett County tax listings.

Date Application Submitted	4/8/22	Office Use Only	Application Fee \$	300	Received By	
Case #	SU-2022-008					

Revocation: In any case where the conditions of the Special Use Permit have not been or are not being complied with, the Building Inspector shall give the permitted notice of intention to revoke such permit at least ten (10) days prior to a Board of Commissioners review thereof. After conclusion of the review, the Board of Commissioners may revoke such permit.

Expiration: In any case where a Special Use Permit has not been exercised within the time limit set by the Board of Commissioners, or within one year if no specific time limit has been set, then without further action, the permit shall be null and void. "Exercised" as set forth in this section shall mean that binding contracts for the construction of the main building have been let; or in the absence of contracts that the main building is under construction to a substantial degree; or that pre-requisite conditions involving substantial investment are contracted for, in substantial development, or completion (sewer, drainage, etc.). When construction is not part of the use, "exercised" shall mean that the use is in operation in compliance with the conditions set for in the permit.

Duration: Duration of a special use and any conditions attached shall be perpetually binding to the property unless it is expressly limited.

Applicant Signature and Date:

Vivian Cosdell

4/8/2022

SU-2022 058

Signature Page

Vivian Cosdell

Page 2 of 2

see attached ~~in~~ ~~sheet~~



TOWN OF ERWIN

100 West F St., Post Office Box 459
Erwin, NC 28339
(910) 897-5140 V (910) 897-5543 F
www.erwin-nc.org

SPECIAL USE APPLICATION
Record of Adjacent Property Owners
With Mailing Addresses Per Harnett County Land Records

Property Owner (1)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (2)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (3)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (4)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (5)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (6)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (7)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (8)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (9)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (10)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (11)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (12)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____
Property Owner (13)	_____	Mailing
Address	_____ City _____	ST _____ Zip _____

SU- 2022-008

- See attached in staff report

**Town of Erwin Planning Board
Special Use Guidelines for Findings of Fact**

1. The use requested is listed among the special uses in the district for which application is made:

 Yes No _____

2. The requested use is essential or desirable to the public convenience or welfare

 Yes No _____

3. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare

 Yes No _____

4. The requested use will be in conformity with the Land Development Plan

 Yes No _____

5. Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided

 Yes No _____

6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets

 Yes No _____

7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners pursuant to the recommendations of the Planning Board

 Yes No _____

SU-2022-008

Finding of Facts

1



TOWN OF ERWIN

100 West F St., Post Office Box 459
Erwin, NC 28339
(910) 897-5140 V (910) 897-5543 F
www.erwin-nc.org

SPECIAL USE APPLICATION PROCEDURES

1. Completed application for the Special Use Permit, signed by the applicant, shall be addressed to the Board of Commissioners and presented to the Administrative Official. Applications must be submitted by the first Friday of the month prior to the following Town Board.
2. Each application shall contain or be accompanied by such legal descriptions, maps, plans and other information so as to completely describe the proposed use and existing conditions.
3. Pay the Special Use Permit Fee as established by the Board of Commissioners and found in the Schedule of Fees in the Office of the Town Clerk. Current fee is \$300.

Conditions and Guarantees

Prior to the granting of any special use, the Board of Commissioners may stipulate, such conditions and restrictions upon the establishment, location, reconstruction, maintenance, and operation of the special use as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified by ordinance. In all cases in which special uses are granted, the Board of Commissioners shall require such evidence and guarantees as it may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.

- Such conditions may include a time limitation;
 - Conditions may be imposed which require that one or more things be done before the use requested can be initiated. (For example, "that a solid board fence be erected around the site to a height of 6 feet before the use requested is initiated");
 - Conditions of a continuing nature may be imposed. (For example, "exterior loud speakers shall not be used between hours of 10:00 p.m. and 9:00 a.m.")
1. Administrative official posts property at least one (1) week prior to public hearing
 2. Newspaper advertisement once (1) each week for two (2) successive weeks prior to the public hearing
 3. The Board of Commissioners shall approve, modify or deny the application for Special Use Permit following the public hearing.

SU-2022 - 008

Action by the Board of Commissioners

In granting a Special Use Permit the Board of Commissioners shall make written findings that the applicable regulations of the district in which it is located are fulfilled. With due regard to the nature and state of all adjacent structures and uses, the district within which same is located, and official plans for future development, the Board of Commissioners shall also make written findings that the following provisions are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made
2. The requested use is essential or desirable to the public convenience or welfare
3. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare
4. The requested use will be in conformity with the Land Development Plan
5. Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners.

SU-2022-03



TOWN OF ERWIN

100 West F St., Post Office Box 459
Erwin, NC 28339
(910) 897-5140 V (910) 897-5543 F
www.erwin-nc.org

IMPORTANT

This is a complete Special Use Application package consisting of 10 pages. For this application to be accepted, it must be completed and returned with all required documents and entries.

Do be aware that under certain conditions the applicant may be required to obtain a Driveway Permit from the NC Department of Transportation prior to Special Use Permit approval.

Using the Zoning Ordinance

- Go to the applicable zoning district in Article 3. That section will serve as a guide to begin the development of your site plan. This section will also direct you to pertinent requirements such as: parking, sign, lighting, and other general provision such as streetscape requirements and other general development regulations that may apply to the proposed development.
- Be sure to read Article 11 – Special Uses.
- Complete the Special Use Permit Application, the Special Use Signature page, and the Record of Adjacent Property Owners sheet; and include other required information with the application. Use additional pages if necessary. Adjacent property owners' names must be from current Harnett County tax listing; so this requires that the applicant contact Harnett County. Addresses of the adjacent property owners must be complete which includes name, mailing address, and zip code.
- The submitted site plan must be drawn to scale and include all dimensions and required provision. Of these dimensions and other requirements, be sure to include the following:
 - Existing structures on the proposed lot, their dimensions and distances between on another and the lot's property lines
 - Proposed structures including their dimensions and distances from other structures on the lot and proposed distances from property lines (i.e. setbacks)
 - All easements and rights-of-way located on the proposed lot
 - All natural features including tree lines, drainage ways, etc.
 - The location and dimensions of required parking area(s) as may be required by Ordinance
 - Proposed lighting plans as may be required by Ordinance
 - Demonstration of the placement of buffers and streetscape as may be required by ordinance

SU- 2022 - 008

Important

Page 1 of 1



TOWN OF ERWIN

100 West F St., Post Office Box 459
Erwin, NC 28339
(910) 897-5140 V (910) 897-5543 F
www.erwin-nc.org

Processing Requirements

Special Uses are not Uses by Right. It is the responsibility of the applicant to demonstrate that the requested use will meet the minimum requirements set forth in the Erwin Zoning Ordinance. The Board's decision will be greatly influenced by the completeness and neatness of the submitted application.

A requested and very necessary tool is the site plan. Its importance cannot be overstated. Applicant is encouraged to portray in detail and to accurately scale the property boundaries, improvements, and any natural features. In some cases, approval or denial may depend on the quality of the Site Plan.

If the proposed use involves business operations, description of the anticipated activity needs to be sufficiently disclosed. This will assist the Board in determining the Town's infrastructure capability, the public health and safety considerations such as traffic and noise, and how neighboring property may be affected.

All uses require dedicated parking spaces and some may require lighting, buffering, fences, landscaping, and other elements. It is suggested that the applicant spend some time reading the Town's Zoning Ordinance prior to application. Copies of the Zoning Ordinance may be purchased at Town Hall. Copies are available in the Erwin Library and Town Hall for review. An electronic copy of the Ordinance can be found on the Town website as well at www.erwin-nc.org.

A complete application consists of all documents included in the application package and any required maps, site plan, and/or related documents. These documents become the property of the Town. It is the applicant's responsibility to submit 10 copies of this completed application. Each member of the Governing Board receives a copy including the Town Manager, Town Clerk, Town Attorney, and Code Enforcement Officer.

The completed application and fees must be submitted no later than the first Friday of the month to be placed on following month's Town Board Agenda.

SU- 222-038

**Town of Erwin
Record and Decisions**

Office Use Only
 Notice Mailed 4/12/2022 Property Posted 4/12/2022 Newspaper Advertised Date 4/19,26/2022

Public Hearing Date and Comments: _____

<u>Governing Body Motion</u>	Record of Decision:	Yea	Nay
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Town Board Decision and Date _____

Certified By: _____



SPECIAL USE REQUEST STAFF REPORT

Case: SU-2022-008

Snow Bowden, Town Manager

townmanager@erwin-nc.org

Phone: (910) 591-4200

Fax: (910) 897-5543

Public Hearing Date: Thursday, May. 5th 2022

Requested special use permit to operate a day care facility at 1503 Denim Drive with corresponding Harnett County Tax PIN #1507-21-1976.000

Applicant Information

Owner of Record:

Name: Word Afire Ministries, INC

Address: 219 Green Forest Circle

City/State/Zip: Dunn, NC 28334

Applicant:

Name: Word Afire Ministries, INC

Address: 219 Green Forest Circle

City/State/Zip: Dunn, NC 28334

Property Description

Harnett County Tax PIN 1507-21-1976.000

Acres .61

Zoning District- Highway Business (B-2)

Vicinity Map

- See Attached Document

Physical Characteristics

Site Description- This parcel is .61 acres and has an existing building located on it that was built in 2008 and it is 6,250 square feet. It has an existing connection to Denim Drive which is a NCDOT road. There is an existing parking lot.

Surrounding Land Uses- There is a mix of residential and commercial land uses surrounding this building.

Services Available

- Electricity (Duke Energy)
 - Telephone (Centurylink)
 - Harnett Regional Water and Sewer
-
-

Zoning District Compatibility

Special Use	B-2
Daycares	X

Staff Evaluation

Staff Evaluation

Yes No The use requested is listed among the special uses in the district for which the application is made.

- **Reasoning:** Day care centers are allowed as a special use in the Highway Business (B-2) Zoning District as long as there is not another operation within a 300-foot radius of the proposed facility.

Yes No The requested use is essential or desirable to the public convenience or welfare.

- **Reasoning:** The requested use would allow for an operation for after school child care, and other child care needs which is needed in the area.

Yes No The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare. .

- **Reasoning:** This is an existing commercial building that is surrounded by similar uses off of a main road that runs through Town.

Yes No The requested use will be in conformity with the Land Development Plan.

- **Reasoning:** This parcel is found in an area in our 2014 Land Use Plan as an area for medium intensity growth. Medium intensity growth does include low impact neighborhood businesses.

Yes No Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided.

- **Reasoning:** This is an existing building that is already connected to the necessary utilities. The applicant is working with Harnett County Development Services to ensure the facility has all of the necessary upgrades for this operation.

Yes No That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

- **Reasoning:** There is an existing driveway that is connected to a North Carolina Department of Transportation road.

Yes No That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners.

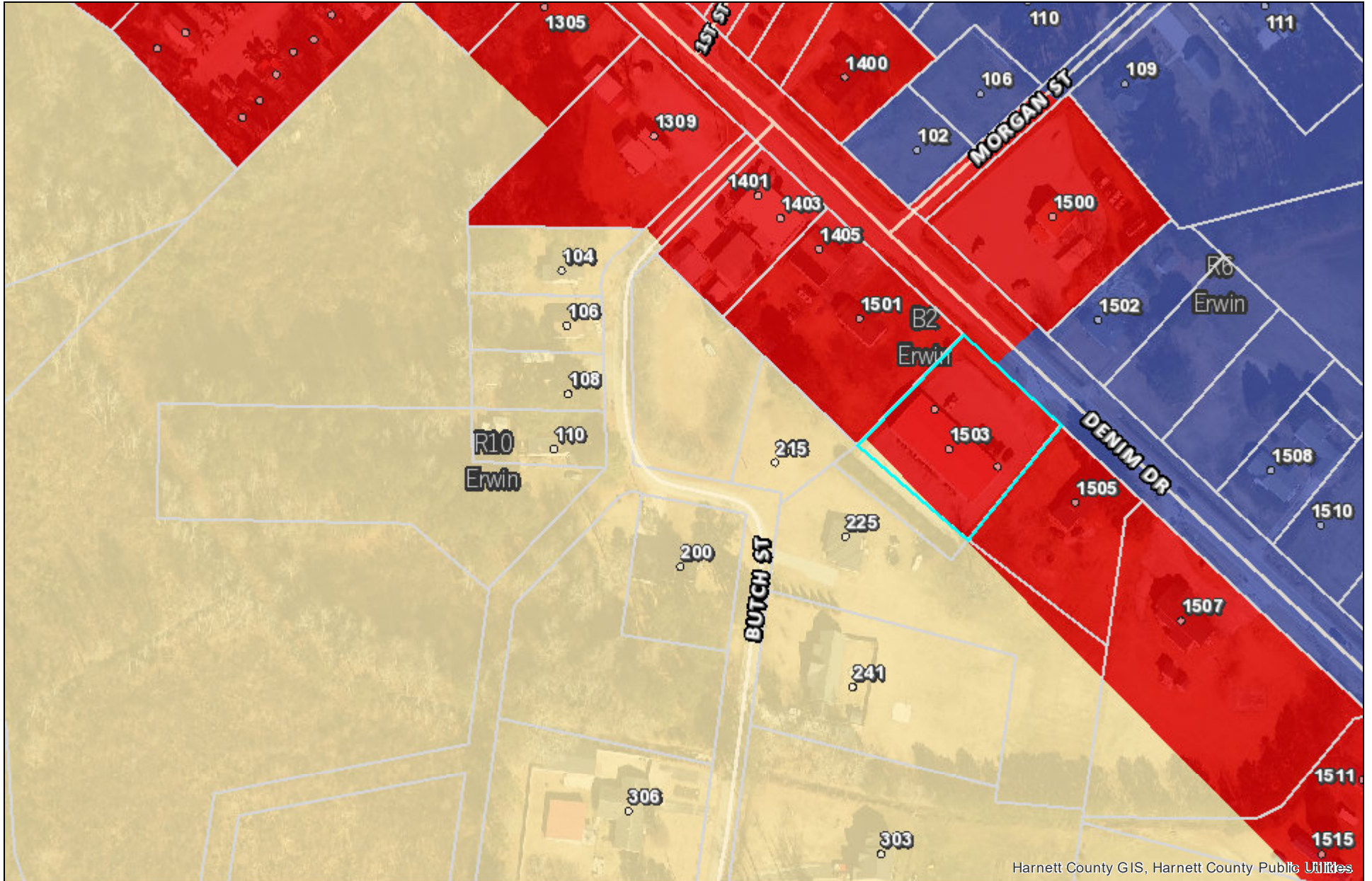
- **Reasoning:** Yes, the child care facility must be approved by the North Carolina Department of Health and Human Services.

Attachments:

- SU-2022-008 Application
- SU-2022-008 Staff Report
- Harnett County GIS Image with Zoning Overlay
- Harnett County GIS Image with No Zoning
- Property Owners notified

Harnett GIS

NOT FOR LEGAL USE



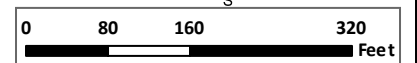
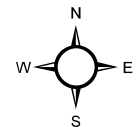
Harnett County GIS, Harnett County Public Utilities



GIS/E-911 Addressing

April 22, 2022

- | | | |
|-------------------------------|--------------------|---------------------|
| Surrounding County Boundaries | Major Roads | Mile_Markers |
| City Limits | Interstate | Mile_Markers |
| Address Numbers | NC | Railroad |
| Airport | US | Parcels |
| | Roads | CapeFearRiver |



1 inch = 188 feet ⁷⁵

Harnett GIS

NOT FOR LEGAL USE



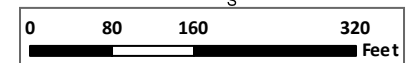
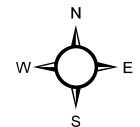
Harnett County GIS, Harnett County Public Utilities



GIS/E-911 Addressing

April 22, 2022

- | | | |
|-------------------------------|--------------------|---------------------|
| Surrounding County Boundaries | Major Roads | Mile_Markers |
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| | Roads | CapeFearRiver |



1 inch = 188 feet ⁷⁶



TOWN OF ERWIN

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

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

04/12/2022

Notice of a Public Hearing **SU-2022-008**

The Board of Commissioners of the Town of Erwin will hold a public hearing pursuant to NC General Statute 160D-406 on May 5th, 2022 at 7:00 P.M. at the Erwin Town Hall, 100 West F Street, Erwin, North Carolina to hear public comment on a proposed rezoning request.

There has been a special use permit application submitted to the Town to operate a day care facility at 1503 Denim Drive. The property can also be identified by its Harnett County Tax PIN #1507-21-1976.000. The operation would take place in the existing structure located on that site.

A copy of this case is available for review at the Erwin Town Hall. Questions concerning this case can be addressed to the Town Manager Snow Bowden at 910-591-4200 or by email at townmanager@erwin-nc.org.

Regards,

Snow Bowden
Town Manager

Word Afire Ministries, INC.
219 Green Forest Circle
Dunn, NC 28334

Christopher and Monica Barbour
158 Dunn Street
Sneads Ferry, NC 28460

Mary Beasley
311 East K Street
Erwin, NC 28339

Scott McClenny
215 Butch Street
Erwin, NC 28339

Rene Mendoza and Mildred Guerrero
225 Butch Street
Erwin, NC 28339

Larry Wood
401 West C Street
Erwin, NC 28339

Agnes Lucas
Ralph Lucas
5116 Pinetree Lane
Trent Woods, NC 28562

Gloria Lynn Oldham
108 Godwin Drive
Erwin, NC 28339

Erwin Planning Board

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners
From: Snow Bowden, Town Manager
Date: June 2, 2022
Subject: ZT-2022-003

The Town of Erwin has received a request to have a parcel rezoned from Highway Business (B-2) to Residential (R-6). The parcel is located at 804 South 13th Street and it has an existing single-family built on the parcel. The structure was built in 1937. The applicant has requested the parcel be rezoned so it is in compliance with our rules and regulations.

The Planning Board adopted a statement-of-consistency and recommended this rezoning request for approval.

Attachments:

- ZT-2022-003 Application
- ZT-2022-003 Staff Report
- GIS no zoning
- GIS with zoning
- Surrounding property owners notified
- Statement-of-Consistency
- Statement-of-Inconsistency

	<h2>Application for an Amendment To The Official Zoning Map of Erwin, NC</h2>
	Staff Only: Zoning Case # <u>Z-2022 - 003</u> Fee: <u>300</u> Check # <u>1101</u> MO _____ Cash _____ PB Recommendation: <u>A</u> <u>D</u> <u>A/W</u> Conditions _____ BOC Date: _____ Decision: <u>A</u> <u>D</u> <u>T</u> <u>A/W</u> Conditions _____

Print Applicant Name: Melvin's Contracting LLC
 Name of Legal Property Owner Melvin's Contracting, LLC
 Location of Property 804 South 13th Street

Please Circle One of the Following: Less than one Acre One to 4.99 Acres Five or more Acres

Zoning change requested from B2 to R-6

If Conditional District, note conditions: _____

Harnett County Tax Map PIN 0 59 7 - 6 1 - 1 4 2 1, 00

Property owner(s) of area requested and address(es)

see attached

(If more space is required, please attach to this document separately)

- Submit names and addresses of property owners immediately adjacent to the proposed rezoning area (and properties within 100 feet of proposed rezoning area) and across any street(s) and identify on an area map
- Attach a metes and bounds description, deed drawing of the area involved or a reference to lots in an approved subdivision on the entire property requested for change
- This application must be filed with the Town Hall by 4:00 p.m. on the Friday which is at least 25 days before the meeting at which it is to be considered and may be withdrawn without penalty no later than 19 days prior to the public hearing

Whenever an application requesting an amendment has been acted on and denied by the Town Board, such application, or one substantially similar shall not be reconsidered sooner than one year after the previous denial.

It is understood by the undersigned that the Zoning Map, as originally adopted and as subsequently amended, is presumed by the Town to be appropriate to the property involved and that the burden of proof for a zoning amendment rests with the applicant. Applicant is Encouraged to Discuss the Proposed Zoning Amendment with Affected Property Owners.

Melvin's Contracting
 Signature of Applicant

(910) 527-7288
 Contact Number **PAID**

105 N. 11th Street, Erwin, NC 28339
 Mailing Address of Applicant

APR 28 2022

check 1101

PB- may 16th
 TB- June 2nd

TOWN OF ERWIN



**REZONING MAP REQUEST
STAFF REPORT**

Case: ZT-2022-003

Snow Bowden, Town Manager

townmanager@erwin-nc.org

Phone: (910) 591-4200 Fax: (910) 897-5543

Planning Board: 05/16/2022

Town Commissioners: 06/02/2022

Requested zoning map amendment to one parcel located at 804 South 13th Street with corresponding Harnett County Tax PIN #0597-61-1421.000. The request is to have this parcel rezoned from Highway Business (B-2) to Residential (R-6).

Applicant Information

Owner of Record:

Name: Melvin's Contracting LLC.

Address: 804 South 13th Street

City/State/Zip: Erwin, NC 28339

Property Description

Tract – 804 South 13th Street

Harnett County Tax PIN 0597-61-1421.000

Acres .34

Zoning District- Highway Business (B-2)

Vicinity Map

- See Attached Harnett County GIS Image with zoning districts
- See Attached Harnett County GIS Image without zoning districts

Physical Characteristics

Site Description: This parcel is .34 acres. It has an existing structure on it that is a single-family dwelling. The parcel was built in 1937 and is 1,224 square feet based on data from Harnett County GIS.

Surrounding Land Uses: This parcel is adjacent to a commercial land use and there is a vacant tract of land on the other side of this property that could be developed into a commercial use. There are commercial land uses across the street.

Services Available

- Harnett County Regional Water
- Duke Energy would provide electricity
- CenturyLink is the telephone provider

Staff Evaluation

The applicant has requested that this parcel be rezoned from Highway Business (B-2) to Residential (R-6). The parcel has an existing structure on it that has been used as a single-family dwelling in the past.

Town Staff would recommend this rezoning request be evaluated for feasibility.

Staff Evaluation

Yes No The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community

- **Reasoning:** The request is to have the parcel rezoned to another residential district. The primary use of the land would not change.

Yes No The requested zoning district is COMPATIBLE with the existing Land Use Classification.

- **Reasoning:** This parcel is located in an area identified for medium intensity growth in our Land Use Plan. The primary use of the land will remain residential.

Yes No The proposal does ENHANCE or maintain the public health, safety, and general welfare.

- **Reasoning:** This rezoning request would turn this lot into a conforming lot.

Yes No The request is for a SMALL SCALE REZONING and should be evaluated for reasonableness.

- **Reasoning:** This request is to have one parcel rezoned that is .34 acres.

<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group. YES</p>	<p>This parcel has an existing single-family structure located on the site. It has been on this parcel since 1937. The applicant is trying to get this use to conform to our current standards.</p>
<p>There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which applicants state they intend to make of the property involved.) YES</p>	<p>This rezoning request is to change a parcel that has already been developed with a single-family structure located on it.</p>
<p>There is a convincing demonstration that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change. YES</p>	<p>This parcel has had this home located on it since 1937. There are homes directly behind the parcel. Any expansion of the existing home would be required to follow the guidelines for the proposed R-6 Zoning District.</p>
<p>The proposed change is in accord with the Land Development Plan and sound planning principles. YES</p>	<p>This parcel is located in an area identified for medium intensity growth in our Land Use Plan. The primary use of the land will remain residential.</p>

Statement of Consistency

The requested rezoning to R-6 is compatible with all of the Town of Erwin's regulatory documents and would not only have a positive impact on the surrounding community, but would enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be **Approved**.

Or

Statement of In-Consistency

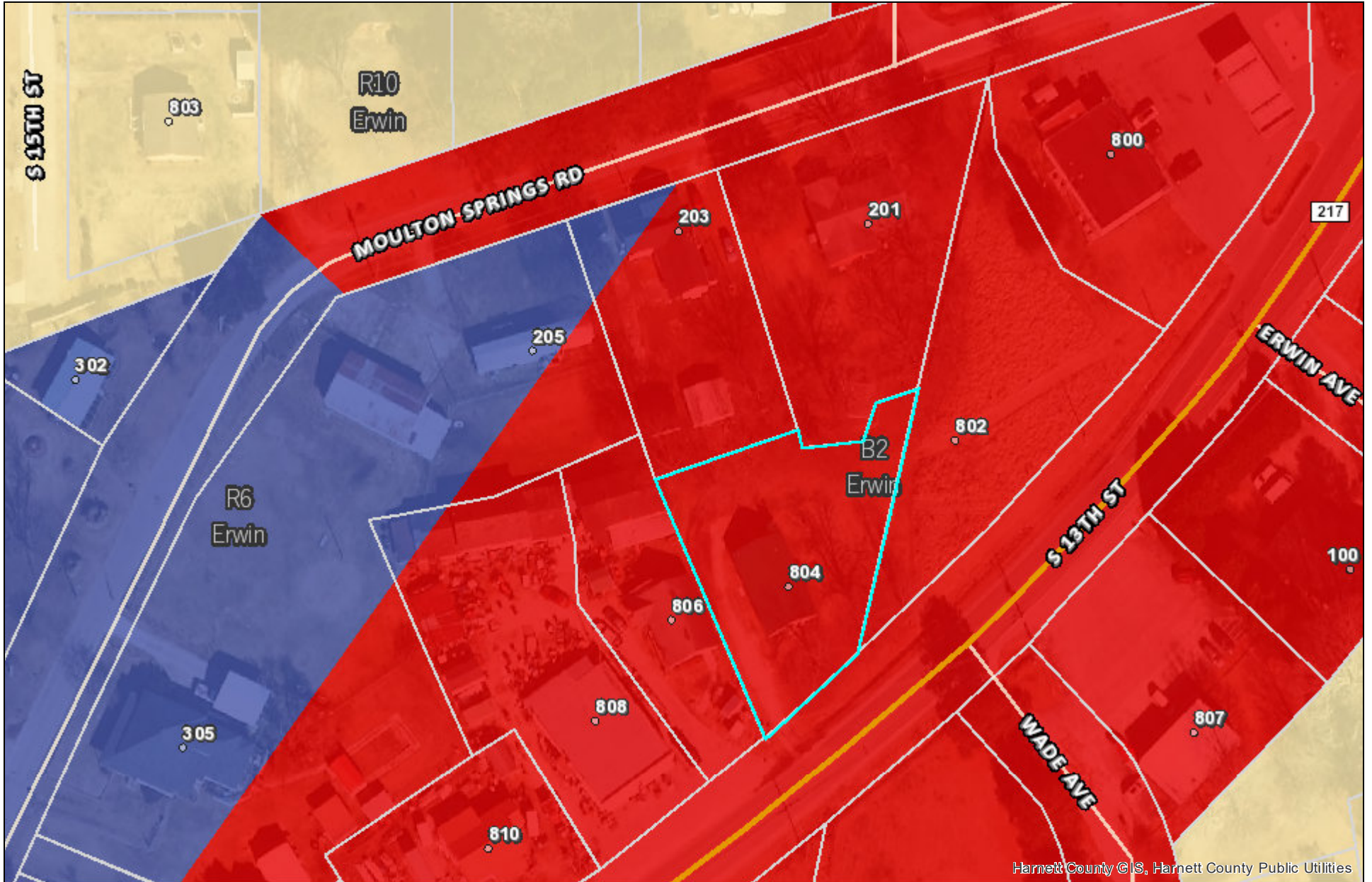
The requested rezoning to R-6 is **NOT** compatible with all of the Town of Erwin's regulatory documents and it would have a negative impact on the surrounding community. It is recommended that this rezoning request **NOT BE APPROVED**.

Attachments:

- ZT-2022-003 Application
- Harnett County GIS Image with zoning districts
- Harnett County GIS Image without zoning districts
- Adjacent property owner sheet
- Public notice letter sent to adjacent property owners

Harnett GIS

NOT FOR LEGAL USE



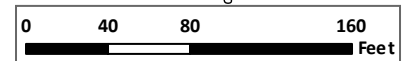
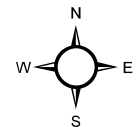
Harnett County GIS, Harnett County Public Utilities



GIS/E-911 Addressing

April 29, 2022

- | | | |
|-------------------------------|--------------------|---------------------|
| Surrounding County Boundaries | Major Roads | Mile_Markers |
| City Limits | Interstate | Mile_Markers |
| Address Numbers | NC | Railroad |
| Airport | US | Parcels |
| | Roads | CapeFearRiver |



1 inch = 94 feet ⁸⁵

Harnett GIS

NOT FOR LEGAL USE



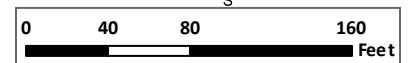
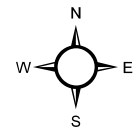
Harnett County GIS, Harnett County Public Utilities



GIS/E-911 Addressing

April 29, 2022

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| Surrounding County Boundaries | Major Roads | Mile_Markers |
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| Address Numbers | NC | Railroad |
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| | Roads | CapeFearRiver |



1 inch = 94 feet **86**

Melvins Contracting, LLC.
105 North 11th Street
Erwin, NC 28339

I-95 Mini Mall, INC.
800 South 13th Street
Erwin, NC 28339

John Henry Williams
100 B Pope Street
Erwin, NC 28339

James and Sara Tyndall
203 Moulton Springs Road
Erwin, NC 28339

Delauriel Deck Matthews
305 Moulton Springs Road
Erwin, NC 28339

Neil Edward Parker Jr.
Melissa Grobin
915 South 13th Street
Erwin, NC 28339

Nicole Day Dunn
121 Erwin Avenue
Erwin, NC 28339

Jean Wade Daniels
9402 NC 27 East
Benson, NC 27504

Kimber Group
PO Box 181
Erwin, NC 28339

Statement-of-Consistency

The requested rezoning to R-6 (Residential) is compatible with all of the Town of Erwin's regulatory documents and would not only have a positive impact on the surrounding community, but would enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be **Approved**.

Randy Baker
Mayor

Lauren Evans
Town Clerk

Statement-of-Inconsistency

The requested rezoning to R-6 (Residential) is not compatible with all of the Town of Erwin's regulatory documents and would not have a positive impact on the surrounding community and would not enhance the public health, safety, and general welfare as stated in the evaluation. It is recommended that this rezoning request be **Not Approved**.

Randy Baker
Mayor

Lauren Evans
Town Clerk



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
Commissioners
Alvester L. McKoy
Ricky W. Blackmon
Timothy D. Marbell
Charles L. Byrd
David L. Nelson
William R. Turnage

**ORDINANCE FOR MAP AMENDMENT CASE # ZT-2022-003
AMENDMENT TO THE OFFICIAL ZONING MAP TO REZONE
FROM B-2 TO R-6 PER ZONING ORDINANCE ARTICLE XXIII
FOR HARNETT COUNTY PIN 0597-61-1421.000.
ORD 2021-2022: 007**

Per Chapter 36 Zoning, Article XXIII, Changes and Amendments, Harnett County PIN 0597-61-1421.000 owned by Melvin Contracting, LLC has been rezoned to R-6, Residential, Case# ZT-2022-003.

B4140 - P 581

HARNETT COUNTY TAX ID #
060597 0418

For Registration Matthew S. Willis
Register of Deeds
Harnett County, NC
Electronically Recorded
2022 Apr 14 02:09 PM NC Rev Stamp: \$ 60.00
Book: 4140 Page: 581 - 584 Fee: \$ 26.00
Instrument Number: 2022007941

04-14-2022 BY: TC

**NORTH CAROLINA
GENERAL WARRANTY DEED**

Excise Tax: \$60.00 Recording Time, Book, and Page:

Tax Map No. Parcel Identifier No's.: 060597 0418

Mail after recording to: R. Isaac Parker, Attorney at Law, 212 E. Main Street, Benson, NC 27504

This instrument was prepared by: R. Isaac Parker, Attorney at Law

NORTH CAROLINA
HARNETT COUNTY

THIS DEED made this 14th day of April, 2022, by and between:

GRANTOR

Five Star Investors, LLC
A North Carolina Limited Liability Company
P O Box 573
Erwin, NC 28339

GRANTEE

Melvin's Contracting, LLC
A North Carolina Limited Liability Company
105 North 11th Street
Erwin, NC 28339

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

WITNESSETH, that the Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey unto the said Grantee, their heirs or assigns in fee simple, that certain lots or parcels of land situated in Township, Harnett County, North Carolina, and more particularly described as follows:
See attached Exhibit "A" incorporated herein by reference

* If checked this property IS Grantor's Primary Residence

Submitted electronically by "R. Isaac Parker, Attorney at Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Harnett County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, forever and in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions stated. Title to the property hereinabove described is subject to the following exceptions:

2022 and subsequent year's ad valorem real property taxes, prorated at closing.
Easements, rights of way, and restrictions of public record.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the day and year first above written.

Five Star Investors, LLC
A North Carolina Limited Liability Company

By: [Signature] (SEAL)
Larry Wade,
Manager of Five Star Investors, LLC

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

STATE OF NC
Johnston COUNTY

I, Caitlin T. Pearce, a Notary Public, of said State and County aforesaid, do hereby certify that Larry Wade, Manager of Five Star Investors, LLC, A North Carolina Limited Liability Company grantor(s), personally appeared before me this day, and (i) I have personal knowledge of the identity of the grantor(s) or (ii) I have seen satisfactory evidence of the grantor(s) identity, by current state or federal identification with the grantor(s) photograph in the form of a NC DL or (iii) a credible witness has sworn to the identity of the grantor(s) each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal or stamp, this 14th day of April, in the year 2022.

Caitlin T. Pearce
Notary Public Official Signature

Caitlin T. Pearce
Notary Printed or Typed Name

My commission expires: 1/31/2026



Exhibit "A"

BEING all of 0.39 acres, more or less, depicted on Map entitled "Five Star Investors, LLC" as drafted by Jordan-Tew & Associates, P.A., dated 11/18/2009 and recorded 11/19/2009 in Map Book 2009, Page 800, Harnett County Registry

Adopted this the 2nd day of June 2022.

Randy Baker,
Mayor

ATTEST:

Lauren Evans
Town Clerk

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Lauren Evans, Town Clerk

Date: June 2, 2022

Subject: Petition to Annex 3 Parcels Located Off of St Matthews Rd

The Town has received a request to have 3 Parcels Located Off of St Matthews Rd voluntarily annexed into our Town Limits. This parcel is adjacent to our Town Limits.

These parcels are as follows:

- Tract 1- 504/640 St. Matthews Road (Harnett County Tax PIN # 1507-34-7604.000)
- Tract 2- Vacant (Harnett County Tax PIN # 1507-45-1001.000)
- Tract 3- Vacant (Harnett County Tax PIN # 1507-35-0329.000)

If you approve the Ordinance to extend the corporate limits, adoption can be made immediately, June 30th of 2022, or June 30th of 2023.

Action Recommended:

- Adopt Ordinance to extend the Corporate Limits



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
Commissioners
Alvester L. McKoy
Ricky W. Blackmon
Timothy D. Marbell
Charles L. Byrd
David L. Nelson
William R. Turnage

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF ERWIN, NORTH CAROLINA

ORD 2021-2022: 006

WHEREAS, the Mayor and Board of Commissioners of the Town of Erwin has been petitioned under G. S. 160A-31 to annex the area described below; and

WHEREAS, the Mayor and Board of Commissioners of the Town of Erwin has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Erwin Municipal Building Town Hall, at 7:00 PM on Thursday, **May 5, 2022**, after due notice by The Daily Record on Tuesday, **April 26, 2022**; and

WHEREAS, the Mayor and Board of Commissioners of the Town of Erwin finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Commissioners of Town of Erwin, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Erwin as of _____, 20_____:

- **Tract 1- 504/640 St. Matthews Road (Harnett County Tax PIN # 1507-34-7604.000)**
- **Tract 2- Vacant (Harnett County Tax PIN # 1507-45-1001.000)**
- **Tract 3- Vacant (Harnett County Tax PIN # 1507-35-0329.000)**

Section 2. Upon and after _____, 20_____, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Erwin and shall be entitled to the same privileges and benefits as other parts of the Town of Erwin. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Erwin shall cause to be recorded in the office

of the Register of Deeds of Harnett County and the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163.288.1.

Section 4. Notice of adoption of this Ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Erwin.

ADOPTED, this 2nd Day of June, 2022.

Randy Baker
Mayor

ATTEST:

APPROVED AS TO FORM:

Lauren Evans
Town Clerk

Timothy C. Morris, PA
Town Attorney

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 2, 2022

Subject: Harnett County Library Consolidation Agreement

Library consolidation memo

In your packet is a proposed contract from Harnett County to consolidate all of the municipal libraries (Erwin, Angier, Coats and Dunn). Currently, all of the municipal libraries are funded by each respective municipality. All of the public libraries in the County currently use the same operating system and they share material through the NC Cardinal system. What I have included in the packet is a draft agreement. I highlighted a few points in the agreement. In the agreement it states that they would lease the building and not take over ownership. Library consolidation has been discussed for a number of years here in Harnett County. I do believe that the Town would benefit from library consolidation.

Update: Staff is still waiting on answers to the questions from our May Meeting. We hope to have answers but the meeting.

Attachments:

- Proposed agreement for Harnett County Library Consolidation
- Proposed budget for the Town of Erwin library budget from Harnett County if consolidation happens

NORTH CAROLINA
HARNETT COUNTY

LIBRARY CONSOLIDATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ 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, the City of Dunn, 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 Administrative Code 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 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 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.
- D. 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.
- E. 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 adequate insurance coverage for Municipality owned buildings in which the branch library will operate.

2. The County shall maintain and pay for adequate 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 accident or other occurrence 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 operations, products, or services rendered or purchased under this Agreement.

VII. Terms of Agreement and Amendment

- A. This Agreement is effective on July 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. 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

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
County of Harnett

BY: _____

ATTEST:

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

DRAFT

ERWIN PUBLIC LIBRARY	2021-22	2022-23 Budget if Consolidated
SALARIES & WAGES - REGULAR	\$36,540.00	\$39,630.00
SALARIES & WAGES - PART-TIME		\$37,036.00
401K - GENERAL	\$1,882.00	
EXPENSE ALLOWANCE		
FICA WH	\$2,796.00	
STATE RETIREMENT - GENERAL	\$4,136.00	
MEDICAL INSURANCE	\$7,051.00	
DENTAL INSURANCE		\$30,666.40
LIFE INSURANCE		
UNEMPLOYMENT INSURANCE		
WORKER'S COMPENSATION		
EMPLOYEE CLINIC		
OTHER POST EMPLOYMENT BENEFITS		
UNIFORMS (3 new employees x 60)		\$180.00
FOOD & PROVISIONS		\$500.00
BOOKS, MEDIA & PUBLICATIONS	\$5,000.00	\$10,000.00
OFFICE SUPPLIES	\$1,500.00	\$1,500.00
ATHLETIC & PROGRAM SUPPLIES	\$2,500.00	\$2,500.00
TRAINING - MILEAGE (\$150 x FT)		\$150.00
TRAINING - MEALS (150 X FT)		\$150.00
TRAINING - REGISTRATION (\$100 x FT)		\$100.00
TELEPHONE SERVICE	\$1,000.00	\$1,000.00
POSTAGE		\$50.00
ELECTRICITY		
WATER		
SEWER	\$6,000.00	\$6,000.00
RENTAL - COPIERS		\$1,500.00
RENTAL - COMPUTERS		\$432.00
DUES & SUBSCRIPTIONS	\$1,000.00	\$500.00
	\$69,405.00	\$131,894.40

TOWN OF ERWIN CONTRIBUTION		
Recommended Budget		\$131,894
YEAR 1 ERWIN Expenses	2022-23	\$69,405
YEAR 2 ERWIN Expenses	2023-24	\$43,964
YEAR 3 ERWIN Expenses	2024-25	\$0

Erwin Board of Commissioners

REQUEST FOR CONSIDERATION

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: June 2, 2022

Subject: Erwin Depot Budget Amendment

There have been no funds approved in the budget for work on the depot at the moment. Town Staff has prepared a budget amendment that would allow for us to hire someone to put a tarp on the roof of the depot. This would be a sturdy material that should keep rain out for a few months.

Attachments:

- Budget amendment

**BUDGET ORDINANCE AMENDMENT
BOA 2022- 05
FISCAL YEAR 2021-2022**

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, 2022

Section 1. This Budget Ordinance Amendment seeks to increase revenues by \$2,000 and increase expenditures by \$2,000 to recognize additional revenues and expenses for the 2021-2022 Budget.

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-3450-000	Sales and Use Tax	\$700,000	\$2,000	\$702,000
Total Increase in Revenues:			\$2,000	

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

Account	Description	Current Approp.	Increase/Decrease	Amended Appropriation
10-4201-360	Depot Revitalization	- 0 -	\$2,000	\$2,000
Total Increase in Expenditures:			\$2,000	

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

Adopted this 2nd day of June 2022.

Randy L. Baker, Mayor

ATTEST:

Lauren Evans, Town Clerk