

ERWIN BOARD OF COMMISSIONERS  
REGULAR MINUTES  
AUGUST 2, 2018  
ERWIN, NORTH CAROLINA

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The Board of Commissioners for the Town of Erwin with Mayor Patsy Carson presiding, held its Regular Meeting in the Town Hall on Thursday, August 2, 2018 at 7:00 P. M. in Erwin, North Carolina.

Board Members present were: Commissioners Ricky Blackmon, Randy Baker, Frankie Ballard Alvester McKoy, and Thurman Whitman.

Board Members absent were: Commissioner William Turnage.

Town Manager Snow Bowden and Town Clerk Cynthia Patterson were present.

Town Attorney Tim Morris was present.

Mayor Patsy Carson called the meeting to order at 7:00 P. M.

Commissioner McKoy gave the invocation.

Those present recited the Pledge of Allegiance.

### **APPROVAL OF AGENDA**

Commissioner Ballard made a motion to add under New Business (Item 6E) Eagle Scout Project, and was seconded by Commissioner Blackmon. **The Board voted 5 for and 1 absent (Commissioner Turnage).**

### **CONSENT ITEMS**

Commissioner Blackmon made a motion to approve **(Item A)** Approval of Regular Minutes of 06/07/18, **(Item B)** Approval of Special Called Minutes of 06/021/18, and **(Item C)** Financial Report Summary for May and June 2018, and was seconded by Commissioner Whitman. **The Board voted 5 for and 1 absent (Commissioner Turnage).**

*A copy of the Financial Report Summary for May and June 2018 is incorporated into these minutes as **Attachment #1***

### **RECOGNITION OF CITIZEN OF THE MONTH**

Mayor Carson presented a plaque to Mr. Ricky Williams for August Citizen of the Month. Mr. Williams is Supervisor at Campbell University in Buies Creek, NC and has been employed there for the past 22 years. He operates the audio and visual recordings for all of the sporting events at Campbell. He is also an Electrician.

*A copy of the Proclamation for August Citizen of the Month is incorporated into these minutes as **Attachment #2***

TOWN OF ERWIN  
 FINANCIAL SUMMARY REPORT  
 YTD COMPARISON OF FY 2018 & FY 2017



REVENUES	YTD		YTD DIFFERENCE
	May-18	May-17	
CURRENT YEAR LEVY OF PROPERTY TAXES	1,117,368.54	1,127,439.12	(10,070.58)
CURRENT YEAR MOTOR VEHICLE TAXES	127,292.10	123,194.66	4,097.44
PRIOR YEAR TAXES	18,397.62	18,819.88	(422.26)
UTILITIES FRANCHISE TAXES	140,948.56	145,208.64	(4,260.08)
ENTRY FEES	18,945.00	16,140.00	2,805.00
SALES & USE TAX	583,571.47	525,522.13	58,049.34
ZONING PERMITS/APPLICATIONS	6,600.00	5,425.00	1,175.00
PERMITS AND INSPECTION FEES	26,745.00		
REFUSE COLLECTIONS FEES	347,675.40	346,055.71	1,619.69
STORM WATER COLLECTION	35,415.00	34,371.00	1,044.00
ALL OTHER REVENUES	710,436.23	547,796.13	162,640.10
	3,133,394.92	2,889,972.27	243,422.65
			7.77%
EXPENSES	YTD		YTD DIFFERENCE
	May-18	May-17	
GOVERNING BODY	26,368.61	22,041.00	4,327.61
ADMINISTRATION	256,082.70	217,897.33	38,185.37
NON-DEPARTMENTAL	260,196.39	257,747.01	2,449.38
PLANNING & INSPECTIONS	29,709.71	82,860.32	(53,150.61)
POWELL BILL-STREETS	153,251.25	12,523.32	140,727.93
POLICE	772,714.03	638,727.66	133,986.37
CONTRACT SERVICES-FIRE	206,867.29	199,735.92	7,131.37
PUBLIC WORKS-ADMIN.	86,099.70	84,983.62	1,116.08
PUBLIC WORKS-STREETS	371,075.96	272,232.97	98,842.99
PUBLIC WORKS-SANITATION	250,926.70	241,257.69	9,669.01
PUBLIC WORKS STORM WATER	6,713.23	11,057.47	(4,344.24)
RECREATION	322,993.04	307,907.94	15,085.10
LIBRARY	46,162.05	44,852.41	1,309.64
COMMUNITY CENTER	4,774.98	4,394.59	380.39
	2,793,935.64	2,398,219.25	395,716.39
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)	<b>339,459.28</b>	<b>491,753.02</b>	<b>(152,293.74)</b>

ACCOUNT BALANCES		
	YTD	
	May-18	May-17
CASH MANAGEMENT	907,831.93	456,803.14
BB&T CASH IN BANK	155,446.51	383,359.48
FIRST FEDERAL BUSINESS MONEY MKT.	133,661.52	132,331.57
FIRST FEDERAL MONEY MARKET	850,667.45	848,543.45
Y-T-D BALANCE IN GENERAL FUND ACCOUNTS	<b>2,047,607.41</b>	<b>1,821,037.64</b>
BB&T STATE FORFEITURE	1,583.97	1,518.69
BB&T FEDERAL FORFEITURE		0.00
FIRST FEDERAL CAP. RESERVE/COMMUNITY ENHANCE	112,195.99	63,601.42
FIRST FEDERAL CAP. RESERVE/GENERAL	3,009,161.94	3,001,648.45
BB&T HEALTH RESERVE HRA ACCT.	5,963.28	7,179.48
SUNTRUST PRIEBE FIELD ACCT.	1,806.81	6,802.29
RAIL-TRAIL GRANT CHECKING		0.00
Y-T-D BALANCE RESTRICTED FUNDS	<b>3,130,711.99</b>	<b>3,080,750.33</b>
CUMULATIVE BALANCE FOR TOWN OF ERWIN	<b>5,178,319.40</b>	<b>4,901,787.97</b>

TOWN OF ERWIN  
 FINANCIAL SUMMARY REPORT  
 FOR MONTH ENDING MAY 2018

	ANNUAL BUDGET	MAY ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,149,279.00	15,956.20	1,117,368.54	97.22%
CURRENT YEAR MOTOR VEHICLE TAXES	155,000.00	12,916.30	127,292.10	82.12%
PRIOR YEAR TAXES	10,000.00	877.70	18,397.62	183.98%
UTILITIES FRANCHISE TAXES	197,000.00		140,948.56	71.55%
ENTRY FEES	20,000.00		18,945.00	94.73%
SALES & USE TAX	650,701.00	48,351.74	583,571.47	89.68%
ZONING PERMITS/APPLICATIONS	6,000.00	510.00	6,600.00	110.00%
PERMITS AND INSPECTION FEES	25,000.00	1,885.00	26,745.00	106.98%
REFUSE COLLECTIONS FEES	376,000.00	31,915.77	347,675.40	92.47%
STORM WATER COLLECTION	38,400.00	3,234.00	35,415.00	92.23%
ALL OTHER REVENUES	899,166.85	32,370.84	710,436.23	
	<b>3,526,546.85</b>	<b>148,017.55</b>	<b>3,133,394.92</b>	<b>88.85%</b>
	ANNUAL BUDGET	MAY ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	56,515.00	1,816.73	26,368.61	46.66%
ADMINISTRATION	293,672.00	22,644.58	256,082.70	87.20%
NON-DEPARTMENTAL	335,302.00	6,714.54	260,196.39	77.60%
PLANNING & INSPECTIONS	67,887.00	1,782.56	29,709.71	43.76%
POWELL BILL-STREETS	380,000.00	1,000.00	153,251.25	40.33%
POLICE	881,155.67	57,667.37	772,714.03	87.69%
CONTRACT SERVICES-FIRE	217,386.00	7,712.78	206,867.29	95.16%
PUBLIC WORKS-ADMIN.	100,384.00	7,193.80	86,099.70	85.77%
PUBLIC WORKS-STREETS	449,903.18	23,449.75	371,075.96	82.48%
PUBLIC WORKS-SANITATION	294,857.00	24,469.28	250,926.70	85.10%
PUBLIC WORKS-STORM WATER	16,620.00	960.49	6,713.23	40.39%
RECREATION	373,322.00	29,421.32	322,993.04	86.52%
LIBRARY	52,743.00	4,407.28	46,162.05	87.52%
COMMUNITY CENTER	6,800.00	410.45	4,774.98	70.22%
	<b>3,526,546.85</b>	<b>189,650.93</b>	<b>2,793,935.64</b>	<b>79.23%</b>
Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)		<b>(41,633.38)</b>	<b>339,459.28</b>	

BALANCES AS OF MAY 31, 2018	
CASH MANAGEMENT	907,831.93
BB&T CASH IN BANK	155,446.51
FIRST FEDERAL BUSINESS MONEY MARKET	133,661.52
FIRST FEDERAL MONEY MARKET	850,667.45
Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS	<b>2,047,607.41</b>
BB&T STATE FORFEITURE	1,583.97
BB&T FEDERAL FORFEITURE	
FIRST FEDERAL PORTER PARK PROJECT	
FIRST FEDERAL CAP. RESERVE/COMM. ENHANCEMENT	112,195.99
FIRST FEDERAL CAP. RESERVE/GENERAL	3,009,161.94
BB&T HEALTH RESERVE HRA ACCT.	5,963.28
PRIEBE FIELD ACCT.	1,806.81
Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS	<b>3,130,711.99</b>
	<b>5,178,319.40</b>

POWELL BILL BALANCE **353,566.17**

**TOWN OF ERWIN  
FINANCIAL SUMMARY REPORT  
FOR MONTH ENDING JUNE 2018**

	ANNUAL BUDGET	JUNE ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
CURRENT YEAR LEVY OF PROPERTY TAXES	1,149,279.00	10,360.17	1,127,728.71	98.12%
CURRENT YEAR MOTOR VEHICLE TAXES	155,000.00	12,925.48	140,217.58	90.46%
PRIOR YEAR TAXES	10,000.00	4,899.36	23,296.98	232.97%
UTILITIES FRANCHISE TAXES	197,000.00	56,586.57	197,535.13	100.27%
ENTRY FEES	20,000.00	40.00	18,985.00	94.93%
SALES & USE TAX	650,701.00	59,348.60	642,920.07	98.80%
ZONING PERMITS/APPLICATIONS	6,000.00	170.00	6,770.00	112.83%
PERMITS AND INSPECTION FEES	25,000.00	1,365.00	28110	112.44%
REFUSE COLLECTIONS FEES	376,000.00	31,114.17	378,789.57	100.74%
STORM WATER COLLECTION	38,400.00	3,229.50	38,644.50	100.64%
ALL OTHER REVENUES	899,166.85	12,322.24	722,758.47	
	<b>3,526,546.85</b>	<b>192,361.09</b>	<b>3,325,756.01</b>	<b>94.31%</b>
	ANNUAL BUDGET	JUNE ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	50,015.00	1,872.34	28,240.95	56.46%
ADMINISTRATION	293,672.00	20,807.05	276,889.75	94.29%
NON-DEPARTMENTAL	335,302.00	14,353.90	274,550.29	81.88%
PLANNING & INSPECTIONS	67,887.00	2,434.02	32,143.73	47.35%
POWELL BILL-STREETS	380,000.00	6,765.97	160,017.22	42.11%
POLICE	881,155.67	65,363.75	838,077.78	95.11%
CONTRACT SERVICES-FIRE	217,386.00	9,549.36	216,416.65	99.55%
PUBLIC WORKS-ADMIN.	100,384.00	7,820.85	93,920.55	93.56%
PUBLIC WORKS-STREETS	449,903.18	28,280.23	399,356.19	88.76%
PUBLIC WORKS-SANITATION	294,857.00	27,677.39	278,604.09	94.49%
PUBLIC WORKS-STORM WATER	16,620.00	5,459.15	12,172.38	73.24%
RECREATION	379,822.00	34,170.73	357,163.77	94.03%
LIBRARY	52,743.00	4,509.42	50,671.47	96.07%
COMMUNITY CENTER	6,800.00	416.62	5,191.60	76.35%
	<b>3,526,546.85</b>	<b>229,480.78</b>	<b>3,023,416.42</b>	<b>85.73%</b>
<b>Y-T-D GENERAL FUND BALANCE INCREASE (DECREASE)</b>		<b>(37,119.69)</b>	<b>302,339.59</b>	

BALANCES AS OF JUNE 30, 2018	
CASH MANAGEMENT	963,561.33
BB&T CASH IN BANK	74,001.98
FIRST FEDERAL BUSINESS MONEY MARKET	133,767.76
FIRST FEDERAL MONEY MARKET	850,836.43
<b>Y-T-D INVESTMENT BALANCE IN GENERAL FUND ACCOUNTS</b>	<b>2,022,167.50</b>
BB&T STATE FORFEITURE	1,583.97
BB&T FEDERAL FORFEITURE	
FIRST FEDERAL PORTER PARK PROJECT	
FIRST FEDERAL CAP. RESERVE/COMM. ENHANCEMENT	114,188.74
FIRST FEDERAL CAP. RESERVE/GENERAL	3,009,759.71
BB&T HEALTH RESERVE HRA ACCT.	4,201.54
PRIEBE FIELD ACCT.	1,831.81
<b>Y-T-D INVESTMENT BALANCE RESTRICTED FUNDS</b>	<b>3,131,565.77</b>
	<b>5,153,733.27</b>

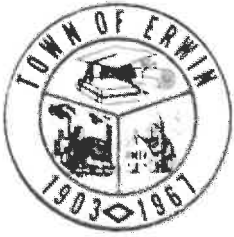
<b>POWELL BILL BALANCE</b>	<b>346,313.81</b>
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TOWN OF ERWIN  
 FINANCIAL SUMMARY REPC  
 YTD COMPARISON OF FY 2018 & FY 2017



REVENUES	YTD	YTD	YTD
	Jun-18	Jun-17	DIFFERENCE
CURRENT YEAR LEVY OF PROPERTY	1,127,728.71	1,137,029.49	(9,300.78)
CURRENT YEAR MOTOR VEHICLE TAX	140,217.58	135,909.18	4,308.40
PRIOR YEAR TAXES	23,296.98	19,027.27	4,269.71
UTILITIES FRANCHISE TAXES	197,535.13	195,693.91	1,841.22
ENTRY FEES	18,985.00	16,140.00	2,845.00
SALES & USE TAX	642,920.07	581,207.23	61,712.84
ZONING PERMITS/APPLICATIONS	6,770.00	5,885.00	885.00
PERMITS AND INSPECTION FEES	28,110.00		28,110.00
REFUSE COLLECTIONS FEES	378,789.57	377,264.75	1,524.82
STORM WATER COLLECTION	38,644.50	37,573.50	1,071.00
ALL OTHER REVENUES	722,758.47	561,819.37	160,939.10
	3,325,756.01	3,067,549.70	258,206.31
			7.76%
EXPENSES	YTD	YTD	YTD
	Jun-18	Jun-17	DIFFERENCE
GOVERNING BODY	28,240.95	24,049.21	4,191.74
ADMINISTRATION	276,889.75	236,761.96	40,127.79
NON-DEPARTMENTAL	274,550.29	277,673.84	(3,123.55)
PLANNING & INSPECTIONS	32,143.73	89,064.68	(56,920.95)
POWELL BILL-STREETS	160,017.22	12,523.32	147,493.90
POLICE	838,077.78	698,570.32	139,507.46
CONTRACT SERVICES-FIRE	216,416.65	203,270.33	13,146.32
PUBLIC WORKS-ADMIN	93,920.55	91,857.26	2,063.29
PUBLIC WORKS-STREETS	399,356.19	301,922.98	97,433.21
PUBLIC WORKS-SANITATION	278,604.09	270,377.36	8,226.73
PUBLIC WORKS STORM WATER	12,172.38	13,149.90	(977.52)
RECREATION	357,163.77	330,063.95	27,099.82
LIBRARY	50,671.47	49,430.32	1,241.15
COMMUNITY CENTER	5,191.60	6,996.87	(1,805.27)
	3,023,416.42	2,605,712.30	417,704.12
Y-T-D GENERAL FUND BALANCE INCREASE (DECR)	<b>302,339.59</b>	<b>461,837.40</b>	<b>(159,497.81)</b>

ACCOUNT BALANCES	YTD	YTD	YTD
	Jun-18	Jun-17	DIFFERENCE
CASH MANAGEMENT	963,561.33	552,486.75	411,074.58
BB&T CASH IN BANK	74,001.98	231,950.71	(157,948.73)
BB&T PUBLIC FUND MONEY MARKET	133,767.76		133,767.76
SUNTRUST MONEY MARKET	850,836.43		850,836.43
FIRST FEDERAL BUSINESS MONEY MKT.		132,440.38	(132,440.38)
FIRST FEDERAL MONEY MARKET		848,717.83	(848,717.83)
<b>Y-T-D BALANCE IN GENERAL FUND ACCOUNTS</b>	<b>2,022,167.50</b>	<b>1,765,595.67</b>	<b>256,571.83</b>
BB&T STATE FORFEITURE	1,583.97	1,518.69	65.28
BB&T FEDERAL FORFEITURE		0.00	0.00
FIRST FEDERAL CAP. RESERVE/COMMUNITY ENHANCE	114,188.74	65,554.71	48,634.03
FIRST FEDERAL CAP. RESERVE/GENERAL	3,009,759.71	3,002,265.29	7,494.42
BB&T HEALTH RESERVE HRA ACCT.	4,201.54	6,105.47	(1,903.93)
SUNTRUST PRIEBE FIELD ACCT.	1,831.81	7,170.92	(5,339.11)
<b>Y-T-D BALANCE RESTRICTED FUNDS</b>	<b>3,131,565.77</b>	<b>3,082,615.08</b>	<b>48,950.69</b>
<b>CUMULATIVE BALANCE FOR TOWN OF ERWIN</b>	<b>5,153,733.27</b>	<b>3,082,615.08</b>	<b>2,071,118.19</b>



# TOWN OF ERWIN

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

## PROCLAMATION RECOGNIZING RICKY WILLIAMS FOR CITIZEN OF THE MONTH

2018-2019---001

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

**WHEREAS**, the Town of Erwin Mayor and Board of Commissioners, realize that the Town of Erwin's greatest asset is viewed as the citizens that contribute tirelessly and unselfishly of themselves to aide in the well-being of the residents within the community. These citizens display characteristics and qualities in an individual that strive to make a real difference in the lives of children, adults and the elderly without desire for recognition, remuneration or personal gain; and

**WHEREAS**, Mr. Williams of 109 Barnes Drive, Erwin was born on June 12, 1959 to the late Herman Williams and Mary Jacobs. He graduated from Dunn High School in 1978 and also attended Guilford Community College in Greensboro, NC; and

**WHEREAS**, Mr. Williams has been married to Maritta Williams for 35 years. Together they have 3 children Myron Williams, Montrae Williams and Erica Williams. They also have 10 grandchildren Kali, Kalasia, Ontavious, Sariyah, Dashawn, Destani, Tyrek, Ayden, Dynasti, and Nigel; and

**WHEREAS**, Mr. Williams is a Supervisor at Campbell University in Buies Creek, NC and has been employed there for the past 22 years. He operates the audio and visual recordings for all of the sporting events at Campbell. He is also a Electrician; and

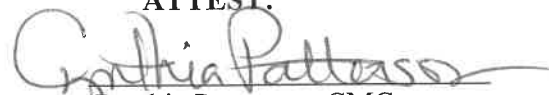
**WHEREAS**, Mr. Williams is a devout Christian. He and his family are members of the Healing Center Church, Inc. located in Coats, NC. He also operates the sound system at his church and provides musical entertainment for a variety of community and church events and provides props for variety plays in the church as well.

**WHEREAS**, Mr. Williams has shown and continues to show himself to be an outstanding neighbor and friend and has always had a place in his heart for the elderly and the less fortunate as he has and would volunteer his time in performing services for the elderly such as grass cutting and electrical services if needed. He and his spouse prepares food for the elderly in the community. Each year he and his spouse picks a needy family and organizes a Christmas Drive for that family. Mr. Williams is also a gifted artist as he loves to draw and sketch as one of his hobbies and he has donated some of his bookshelves and mailboxes for the school system; and

**NOW THEREFORE BE IT RESOLVED** that the Town of Erwin Mayor and Board of Commissioners give recognition and appreciation to Mr. Ricky Williams for his valuable contributions to the quality of life in our community and proudly acknowledge Mr. Ricky Williams as the August 2018 Citizen of the Month.

**Duly Adopted**, this the 2<sup>nd</sup> day of August, 2018.

  
Patsy Carson  
Mayor

**ATTEST:**  
  
Cynthia Patterson, CMC  
Town Clerk

**MINUTES CONTINUED FROM AUGUST 2, 2018****OLD BUSINESS****EAST ERWIN DRAINAGE IMPROVEMENTS**

Town Engineer Bill Dreitzler came forward and spoke to the board. Mr. Dreitzler stated that there has been significant movement on this project. We were looking at River Road and Burton Ave. as the first phase and Maye Street as the second phase for the construction. We applied for \$381,000 in grant money through hazard litigation program from Hurricane Matthew funding that was available. We were awarded that money and moved forward with the design and construction bidding for all three streets thinking that we could do all three streets at one time rather than in two phases. When we received the bids they were significantly higher so we asked for some additional funds. We were awarded those funds up to \$481,000 that was the bid for all three streets, Maye, Burton and River Road. However, when we got into the project after the board awarded Temple Grading that project, we found out that we had some significant electrical issues at which was reported to the board in the past meetings. We looked at a redesign with our consultant of the culverts so that we could place the sections with an excavator rather than a 90 ton crane. We ended up asking an additional \$283,000 through the state to cover the electrical relocation cost that we would have plus the additional cost of the construction of the culvert section. We received notification after some time from the State that they didn't have any additional funds available within that program DR2017 Damage Relief Program. However, we requested that we could use the entire fund allocation \$481,000 if they would allow us to modify the scope and apply that \$481,000 to River Road and Burton Ave. which was our original plan. They said that was acceptable. So we are now moving forward. Should have contracts back from the contractor ready for execution as early as next week. Contractors cost for River Road and Burton Ave. for the construction side of it is \$370,000 and the quotes are in hand. Our grant allocation is \$481,000 so moving forward with River Road and Burton Ave. we will have about \$111,000 available to deal with any additional electrical relocation temporary and permanent cost. We should be able to be under that based on discussions we had with Duke Energy.

NCEM has requested updated project scoping and budget information to align with the improvement of River Road and Burton Avenue culverts only. We are in the process of obtaining new quotes from Temple Grading and Construction Company, Inc. The revised pricing will be used to provide NCEM the requested information and to make grant submittal to Golden Leaf, if authorized by the Board of Commissioners. An updated project timeline will be prepared once we have received the necessary information from the Contractor.

Consensus of the Board was to move forward and apply for the Golden Leaf Grant

## MINUTES CONTINUED FROM AUGUST 2, 2018

### NEW BUSINESS

#### PRINTER FOR POLICE DEPARTMENT

Town Manager Snow Bowden informed the board that the contract for the printer in the Police Department needs to be extended. The Police Department currently has a contract with Copiers Plus, and would like to keep using Copiers Plus. Currently, the Police Department pays \$288.84 per month for printing services. The proposed contract calls for a \$227.36 monthly payment. This contract will provide a \$737.76 cost savings for the Town.

Commissioner Ballard made a motion to approve the contract for the copier for the Police Dept. and authorize the Town Manager to sign the contract and was seconded by Commissioner Blackmon. **The Board voted 5 for and 1 absent (Commissioner Turnage).**

*A copy of the Surplus Item List is incorporated into these minutes as Attachment #3*

#### GOV DEALS

Town Manager Snow Bowden informed the board that staff has been cleaning up Town Hall and have a few things that we would like to put on Gov Deals. A list of items will be attached to these minutes.

Commissioner Baker made a motion to approve the list of items presented and authorize the Town Manager to put these items for sale on Gov Deals and was seconded by Commissioner Ballard. **The Board voted 5 for and 1 absent (Commissioner Turnage).**

*A copy of the Surplus Item List is incorporated into these minutes as Attachment #4*

#### PARK AND RECREATION

Town Manager Snow Bowden informed the board that Recreation Director Doug Stevens approached me with the idea of 'pooling together' the kids in the Coats and Erwin Recreation Departments. The Town of Coats has already approved this action. The primary reason this idea is being presented to you is to allow both recreation departments to be able to fill more teams and more age groups. Due to the size of each department sometimes we do not have enough people sign up to fill a team. Secondly, this idea could potentially allow us to be more competitive in All-Stars for baseball and softball. What we are proposing is a one-year trial run. Both departments will review how trial run went after a year, and we will come back to both Boards to either continue this concept or end it.

Commissioner Baker asked Mr. Stevens to explain to the board how the partnership would work. By forming a Coats-Erwin Little League, Mr. Stevens said it would give them a stronger All-Star team. If we pull our players together I feel we will be a little stronger, Mr. Stevens said. He



**COST PER IMAGE AGREEMENT**



GREATAMERICA FINANCIAL SERVICES CORPORATION  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: **1366222**

**CUSTOMER** ("YOU" OR "YOUR")

FULL LEGAL NAME: **Erwin, Town of DBA Police Department**

ADDRESS: **100 W F St Erwin, NC 28339-2029**

**VENDOR** (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

**Copiers Plus Fayetteville, NC**

EQUIPMENT AND PAYMENT TERMS				<input type="checkbox"/> SEE ATTACHED SCHEDULE			
TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 <b>Kyocera M6035cidn Kyocera MFP</b>	<input type="checkbox"/>			<b>1,000</b>	<b>500</b>	<b>.03</b>	<b>.07</b>
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TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above**

METER FREQUENCY: **Monthly**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT\*: **\$229.00** (\*PLUS TAX)

PURCHASE OPTION\*: **Fair Market Value**

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)

CUSTOMER

*X Snow Bender*  
SIGNATURE

*Snow Bender, Town Manager*  
PRINT NAME & TITLE

*8/31/18*  
DATE

**GOVERNMENTAL CERTIFICATE**

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH IN THE AGREEMENT IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE:

*X Snow Bender*

NAME & TITLE:

*Snow Bender, Town Manager*

DATE:

*8/31/18*

OWNER ("WE", "US", "OUR")

**GreatAmerica Financial Services Corporation**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE:

DATE:

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to now pay your Vendor for the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.**

**IMAGE CHARGES AND OVERRAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us or the Vendor with the actual meter readings on any business day as designated by us or the Vendor, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if Vendor's estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**VENDOR SERVICES.** Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT/REMEDIES.** If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

## APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.



# ERWIN POLICE DEPARTMENT

100 WEST F STREET ERWIN NC 28339

TELEPHONE: 910-897-5122 FAX: 910-897-6663

WWW.ERWINC.ORG

CHIEF OF POLICE: JONATHAN JOHNSON



To: Town Manager Snow Bowden

Reference: Items to be placed on GOV Deals. From:

Chief Johnson

Date: 7/1/2018

- 6 New in box M/A COM INC P5100 hand held radios. (No batteries, belt clips, or antennas)\$20.00 per unit
- 2 New in box M/A COM INC P7100 hand held radios. (No batteries ,belt clips or antennas)  
\$20.00 per unit
- 2 used M/A COM INC. 700P hand held radios. (1with Battery 1without battery) \$10.00 per unit
- 1M/A COM lapel mic. \$2.00
- 9 M/A COM INC charging stations for hand held radios (3 used 6 new in box) \$10.00 per unit
- 1 Cisco model SPA504G office phones all used \$100.00
- 1LexMark Laser Printer type 4511.(Unknown if works) \$5.00
- 1 Hewlett Packard Deskjet 842C printer( unknown if works) \$5.00
- 1MPH industries INC. K55 Doppler radar, Single antenna no paperwork, missing parts, unknown if works. \$10.00
- 1MPH Industries INC. K55 Doppler radar unit dual antenna with remote and tuning forks, unknown if works. \$20.00
- 1MPH Industries Python dual antenna radar with tuning forks and remote, unknown if works \$20.00
- 4 Samsung Prostar 816 key office home unknown If works \$5.00 per unit
- 1used M/A COM Radio display. Just display not whole unit. \$5.00
- 1Samsung IDCS28D office phone( unknown if works) \$5.00
- 1Sony VAIO laptop (works with charging cable). \$30.00
- 2 HP Laptops with charging cable both work \$20.00 per unit
- 1Toshiba Laptop unknown if works with charging cable \$10.00
- 2 HP laptops both work with charging cable. \$30.00 per unit.
- 12008 Dodge Charger patrol vehicle has mechanical issues. Silver in color \$500.00
- 1 2007 Chevrolet Impala \$3,500

**MINUTES CONTINUED FROM AUGUST 2, 2018**

said it would also help prevent having to turn kids away due to not having a team for them. Erwin and Coats both agreed that because most of the children already attend school together at Coats-Erwin Middle School, it makes sense for them to play sports together as they form friendships with their classmates. It is recommended that parents register their children in the area where they reside. Coats and Erwin will both conduct registration during the same time period. Once all the registrations are complete, they will go in the same stack and teams will be formed from that group. The Coats-Erwin Little League will be for basketball, soccer, baseball and softball youth sports. The fees to participate in both towns is \$25 for in-town residents and \$45 for out-of-town participants. Coats lowered its out-of-town fees from \$50 to \$45 so that it would be the same as Erwin's. Questions about the team sports will be directed to Mr. Stevens, Erwin Parks and Rec director; Mike Collins, Coats Parks and Rec director; and Don Wilson Jr., Erwin athletic director. All park facility questions will be directed to the director responsible for that park. Since the departments are joining forces, the number of teams will obviously increase. There could be enough teams in certain age groups to allow in-house game scheduling. If one or two teams are formed they would compete with other municipalities as they have in the past. Players will have a chance to be selected for All-Stars on their performance during the season. The best 12 players will be selected from each age group at the end of the season. The Coats-Erwin League will compete in the Little Tar Heel Baseball and Softball League.

Commissioner Blackmon made a motion to approve the idea to combine Erwin and Coats Recreation Depts. for a trial of one year and was seconded by Commissioner Baker. **The Board voted 5 for and 1 absent (Commissioner Turnage).**

**SELECTION COMMITTEE---ERWIN DEPOT**

Town Engineer Bill Dreitzler has put together a Request for Letters of Interest (RFLOI) for the Depot project. Mr. Bowden would like to put together a selection committee to review the submitted RFLOI's and pick a firm to do the project. Mr. Bowden recommends having two staff members, two members from the Town Board and possibly one person from the Erwin History Society.

After some discussion from the board, it was the Consensus of the Board instead of forming a committee, the town will present the letters directly to the board for consideration.

**MINUTES CONTINUED FROM AUGUST 2, 2018****EAGLE SCOUT PROJECT**

Town Manager Snow Bowden informed the board that Ethan Tart would like to install a Bike Service Station on the Dunn Erwin Rail Trail for his Eagle Scout project. It will be located at the beginning of the Rail Trail on East H. Street. This project should only take two weeks to complete. Ethan needs his plans to be approved by the Boy Scouts before he can start this project. This will be a great addition to the Dunn Erwin Rail Trail.

The Mayor and Commissioners would like to do a Resolution to show support of this addition to the Dunn Erwin Rail Trail committee.

**PUBLIC COMMENTS**

Bill Schuh of 102 Masonic Road, Erwin, came forward and addressed the board about urban blight and cleaning up the town. Very concerned about how our town is going.

Robert Shaffer a resident of Chicora Country Club, came forward and addressed the board regarding storm drainage issues near his home and asked for help in getting it fixed. He said that during heavy rains, the pond across from his house keeps washing away some of his front yard. He said a recent storm caused \$3,700 in damage to his landscaping. If it was your front yard getting washed away wouldn't you be looking to the town for help? I know that this is a private pond and Mr. Godwin owns it but you the town are draining your storm water into it.

**GOVERNING COMMENTS**

Commissioner McKoy stated that the lot on North 14<sup>th</sup> Street looks very good. The red & white house is next. Addressed concern with the restrooms at Porter Park. Possibly upgrading the toilets to prevent vandalism. Park Director Doug Stevens stated that he has been talking with Bill Grady with the Sheriff's Dept. in getting whatever we need out of the old Sheriff's dept. This will be an improvement of what is in the restrooms now. This will be something that can't be damaged.

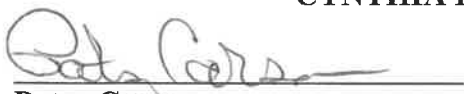
Commissioner Blackmon commended the Erwin Police Dept. for the help on a gas leak with the Erwin Fire Dept. several days ago. It was a long day and very hot.


Commissioner Baker suggested in consider establishing a Community Development Committee or task force that meet and interact with various agencies and explore different ideas. Group be made up by various boards such as the Planning Board, Chamber of Commerce and local business owners.

MINUTES CONTINUED FROM AUGUST 2, 2018ADJOURNMENT

Commissioner Blackmon made a motion to adjourn at 7:48 p.m. and was seconded by Commissioner McKoy. **The Board voted unanimously.**

MINUTES RECORDED AND TYPED BY  
CYNTHIA B PATTERSON TOWN CLERK

  
Patsy Carson  
Mayor

  
Cynthia B. Patterson, CMC  
Town Clerk